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## **Bill of Complaint.**

Filed June 29th, 1915.

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### **In Chancery of New Jersey**

TO HIS HONOR, EDWIN ROBERT WALKER, CHANCELLOR OF THE STATE OF NEW JERSEY.

1. Complaining, shows unto your Honor, your oratrix Clara L. Sands, of the Village of Ridgewood, in the County of Bergen and State of New Jersey, a lunatic, by Elizabeth R. Sands, of the same place, her next friend, that the said Elizabeth R. Sands is the daughter and only child of said Clara L. Sands; that the said Elizabeth R. Sands has resided and made her home with her said mother for the space of ten years and upwards; she has been well acquainted and frequently discoursed with her at their home in the Village of Ridgewood aforesaid; that within the space of said ten years last past she has, by frequently observing the behavior, words and actions of the said Clara L. Sands, looked upon her to be a person deprived of her reason and understanding in a very great degree; that these observations date from about the month of October, nineteen hundred and three, when her said mother began to act very peculiarly, supposedly caused by the death of the mother of said Clara L. Sands in May, nineteen hundred and three; that at this time the condition of the said Clara L. Sands' mind was

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10 evidenced and has been since by the fact that she became careless about her dress and person, refusing to put on her clothes, though up and about the house; that she would tear her hair, bite herself and frequently stated that she thought it would be better if all her family were dead; and that she was constantly in a state of melancholy and depression.

20 2. YOUR ORATRIX FURTHER SHOWS to your Honor that the above actions on the part of said Clara L. Sands started while the said Clara L. Sands, her daughter Helen F. and the said daughter Elizabeth R. Sands were temporarily residing on West Twelfth Street, in the City, County and State of New York, though their residence was then in the Village of Ridgewood aforesaid; that at this time LeRoy B. Crane, a New York City Magistrate, was very friendly with and a constant visitor at your oratrix's said home or temporary residence; that said Judge Crane observed that it was improper for your oratrix and her said daughters, one of whom is since-deceased, to reside or live with one in the mental condition that he observed in the said Clara L. Sands. That the said Judge Crane thereupon had the said Clara L. Sands examined by New York examiners in lunacy, viz.: two physicians by name Dr. Savage and Dr. Moak; that thereafter said Clara L. Sands was committed to the New York State Asylum, at Flushing, Long Island, where she was detained from February, nineteen hundred and four, for about four months; that it became so expensive a matter that a New York State Attorney who was then advising as to the properties of the said Clara L. Sands, obtained her release, though there was

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no determination of any marked change of condition; that the said Clara L. Sands was somewhat improved and returned home, but her actions soon became unbearable and she was again committed and detained at a New York State private sanatorium, at River Crest, Astoria, Long Island, where she was for some five months, where the expense again brought about her release and an effort to have her again reside at home. 10

3. YOUR ORATRIX FURTHER SHOWS, that the said Clara L. Sands still continued to act peculiarly; that her said daughter Helen F., since deceased, refused to live with her mother, going to live with Judge Crane aforesaid for a part of the time and a part of the time with a Mrs. Charles J. Hardy, both of whom were friends of your oratrix's family; that the said Elizabeth R. Sands was with her said mother most of the time and had frequent opportunities to observe her mental condition; that she and her mother resided at various times in the City of New York, in the State of New York, in the City of Hoboken, Hudson County, New Jersey, and at the Village of Ridgewood aforesaid; that the said Clara L. Sands' condition was pretty bad and she was under the constant attendance of David R. Atwell, M. D., a practicing physician of the State of New Jersey, while they were residing in Hoboken aforesaid. 20 30

4. YOUR ORATRIX FURTHER SHOWS, that upon the death of the said Clara L. Sands' mother, the said Clara L. Sands inherited considerable money and property, which would have been ample to keep her and her family comfortably if properly preserved; that the said Clara L. Sands 40



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inherited this money and property from Elizabeth R. Sands, her mother, the said Clara L. Sands having legally adopted her maiden name, which accounts for any discrepancy in family names, though the said Clara L. Sands was at one time legally married.

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5. AND YOUR ORATRIX FURTHER SHOWS, that the said Clara L. Sands has not been in any mental condition to properly look after the estate aforesaid, nor would she allow any one to advise her or assist her in the preservation of the same until some thirty or forty thousand dollars' worth of real estate and property in New York State has been dissipated.

20

6. AND YOUR ORATRIX FURTHER SHOWS, that the said Elizabeth R. Sands has not been in such frequent association with her mother during the last four years for she went in training as a nurse about eight years ago and for the past four years has been doing trained nursing, thereby making her own livelihood; that after the loss of the aforesaid greater portion of the said Clara L. Sands' inheritance, she still had her home aforesaid at Ridgewood, valued at from eleven to eighteen thousand dollars, and subject only to a thirty-five hundred dollar mortgage; and that about two months ago the said Elizabeth R. Sands ascertained that the aforesaid property at Ridgewood aforesaid had almost slipped from ownership by the said Clara L. Sands and with no effort on the part of the said Clara L. Sands to preserve the same.

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7. AND YOUR ORATRIX FURTHER  
40 SHOWS, that she has recently ascertained that an



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action was brought against the said Clara L. Sands, as defendant, by Loftus Phillips and George E. Phillips, as plaintiffs, in the Third Judicial District Court of the County of Bergen; that a judgment was rendered thereon in favor of said plaintiffs for the sum of four hundred thirty-eight dollars and twenty-six cents, and twenty-five dollars and fifteen cents costs; that said judgment was docketed in the Court of Common Pleas of said County on the fifth day of February, nineteen hundred and fourteen; that said plaintiffs caused an execution or writ of fieri facias bearing said last-mentioned date, to be issued out of said Court of Common Pleas directed to the Sheriff of Bergen County aforesaid, commanding him to make said sums out of the goods and chattels of the said Clara L. Sands, in said County, and that if sufficient goods and chattels of her in said county could not be found by him to make said sums of money, or the residue thereof, as the case might require, out of the lands and real estate in said, county whereof said Clara L. Sands was seized on said fifth day of February, nineteen hundred and fourteen, or at any time afterwards; that said execution was recorded in Book I of Common Pleas Execution of said county at page 413, on the twenty-seventh day of February, nineteen hundred and fourteen, to which your oratrix begs leave to refer.

8. AND YOUR ORATRIX FURTHER SHOWS, that for many years last past the said Clara L. Sands has resided and still resides and the said Elizabeth R. Sands has had her home at premises commonly known as No. 341 South Prospect Street, in the Village of Ridgewood



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aforesaid; that in her said home on said premises are goods and chattels, including household furniture, which the said Clara L. Sands has been continuously and still is seized of absolutely, the same being reasonably worth fifteen hundred dollars.

10      9. AND YOUR ORATRIX FURTHER SHOWS, that the said Clara L. Sands has been and still is seized in fee simple, subject, however, to a mortgage of thirty-five hundred dollars, covering the premises, in and to said premises which are more particularly described as follows:

Being all those tracts or parcels of land and premises situate, lying and being in the Village of Ridgewood, in the County of Bergen and State of New Jersey:

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First Lot: Beginning in the middle of the public road leading from Ridgewood to Small Lots and now known as Prospect Street in the northwest corner of said lot and southwest corner of a lot formerly of William D. McCall and now or late of Frank Ruddick, running thence (1) along the said line of William McCall south seventy-four and one-quarter degrees east, five chains and thirty-five links to a stake; thence (2) south, fourteen degrees two chains and ten links to a corner; thence (3) north seventy-four and one-quarter degrees west, four chains and thirty-six links to the middle of the aforesaid road; thence (4) north, eleven and one-half degrees west, two chains and thirty-six links to the place of Beginning. Containing one acre.

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Second Lot: Beginning in the northwest corner of said lot in the southwest corner of a lot now

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owned by Clara L. Sands and on the middle of the public road leading from Ridgewood to Small Lots now known as Prospect Street, running thence (1) along the line of said Clara L. Sands south seventy-four and one-quarter degrees east, seven chains and ninety-one links to a ditch; thence (2) 10  
along the middle of said ditch south twenty-one and one-quarter degrees west, two chains and eighteen links to a corner of a lot now or lately owned by Alexander L. Don; thence (3) along the same north eighty-one degrees west, six chains and ten links to the middle of the public road aforesaid; thence (4) along the middle of said road north eleven and one-quarter degrees west, three chains and sixteen links to the place of BEGIN-  
NING. Containing one acre and seventy-five 20  
hundredths of an acre.

Together with all and singular the rights, liberties, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

10. AND YOUR ORATRIX FURTHER SHOWS, that the said Sheriff of Bergen County never made or attempted to make the sums due, as aforesaid, under or by virtue of said judgment, out of the goods, chattels, furniture or other personal property of the said Clara L. Sands; and that said Sheriff never made any reasonable attempt so to do. 30

11. AND YOUR ORATRIX FURTHER SHOWS, that on the first lot above described are two houses, one of which is a two story and attic house, which is reasonably worth seven thousand dollars, and the other of which is a two story one 40



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family house which is reasonably worth eighteen hundred dollars; that said first lot or tract of land is reasonably worth four thousand dollars, and that said second tract of land is reasonably worth thirty-five hundred dollars.

10      12. AND YOUR ORATRIX FURTHER  
SHOWS that by virtue of said writ of execution said Sheriff by his deputy, George W. Conklin, on the sixth day of March, nineteen hundred and fourteen, attached or levied upon the premises above particularly described and advertised that said premises would be exposed for sale at public vende at the Sheriff's Office in the Village of Hackensack, on Wednesday, July first, nineteen hundred and fourteen, at two o'clock in the afternoon.

20  
13. AND YOUR ORATRIX FURTHER  
SHOWS, that the said Clara Sands had engaged Frank Smit, an Attorney-at-law and Solicitor in Chancery, in Paterson, as her attorney; that the said Frank Smit, Esq., did everything in his power to convey to the said Clara L. Sands the importance of attending to the matter of said execution and that he had the sale thereunder adjourned from time to time, but that the said Clara L. Sands  
30 would not confer with him or assist him in any way whatsoever; that the said Frank Smit, Esq., notified the said Clara L. Sands that said sale would take place on the eighth day of July, nineteen hundred and fourteen, at the time and place aforesaid, that he heard nothing further from the said Clara L. Sands, but that on said day at about one o'clock in the afternoon the said Clara L. Sands went to the office of said Frank Smit, Esq., thinking that she had to have a written request  
40 from him to obtain another adjournment and fail-



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ing to find him in she went to the Sheriff's Office aforesaid and upon her arrival there about half past two o'clock of said eighth day of July, she was informed that her property had been sold to one Frank Ruddick; that the said Frank Ruddick was the only bidder at said sale and that he had purchased the same five or ten minutes earlier for the sum of five hundred dollars, subject to the aforesaid mortgage for three thousand five hundred dollars; that said sheriff and George V. Halsey, Esq., the attorney for the plaintiffs in the aforesaid action informed her that an adjournment would have been granted had it been requested before the sale took place. 10

14. AND YOUR ORATRIX FURTHER SHOWS, that the said Clara L. Sands deposited with the said Sheriff of Bergen County a sum of money sufficient to pay all moneys over due on said judgment and execution, which remained in the hands of said Sheriff until a short time subsequent to the delivery of the deed by him to said Ruddick, in accordance with the sale to said Ruddick. 20

15. AND YOUR ORATRIX FURTHER SHOWS, that said tracts of land aforesaid could have been and should have been sold, by said sheriff and offered by him for sale, separately; that either of said tracts is sufficient in full to satisfy said judgment and all moneys due thereunder; that said Sheriff should have levied upon the personal estate of the said Clara L. Sands before levying upon her said real property, as aforesaid. That the sum of five hundred dollars for which the equity of redemption of the said Clara L. Sands was sold to Frank Ruddick is grossly in- 30 40



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adequate and that the same is well known to the said Frank Ruddick and Mattie Ruddick, his wife, who claims to have some interest therein by virtue of the deed hereinafter mentioned.

10        16. AND YOUR ORATRIX FURTHER  
SHOWS, that on or about the eighth day of December, nineteen hundred and fourteen, said Sheriff of Bergen County aforesaid executed and delivered to said Frank Ruddick a deed dated December seventh, nineteen hundred and fourteen, and recorded December ninth, nineteen hundred and fourteen, in the County Clerk's Office of the County of Bergen in Book 895 of deeds at page 448, etc.; in accordance with the power and authority in him vested by the said writ of fieri  
20        facias, etc.

17. YOUR ORATRIX FURTHER SHOWS, that on or about the sixth day of May, nineteen hundred and fifteen, said Frank Ruddick caused a summons and complaint to be served upon the said Clara L. Sands, requiring that she answer the said complaint in an action at law in the Circuit Court of the County of Bergen aforesaid wherein the said Frank Ruddick demanded of her  
30        the possession of the tracts of land therein described; that said summons demanded her to file her answer to said complaint with the clerk of the Circuit Court at Hackensack, within twenty days after service upon her of said summons and complaint or judgment would be entered against her and she would be removed from said property; that said complaint alleged that the right of possession of the plaintiff therein, in and to said premises, accrued on the seventh day of December,  
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nineteen hundred and fourteen; and that your oratrix wrongfully deprived him of the possession thereof.

18. YOUR ORATRIX FURTHER SHOWS, that on the twenty-eighth day of May, nineteen hundred and fifteen, the said Frank Ruddick caused judgment of possession to be entered, in the action aforesaid, with costs and damages, which said judgment is recorded in the Clerk's office of the County of Bergen, in Book I on pages 126 of judgments; that on the said date said Frank Ruddick caused a writ of possession, bearing that date, to be issued out of said Bergen County Circuit Court, directed to the Sheriff of Bergen County, wherein it recited that whereas said Frank Ruddick recovered possession of said premises in said Court, that therefore said Sheriff was directed without delay to cause said Frank Ruddick to have possession of the premises aforesaid with the appurtenances; that said writ was made returnable to said Circuit Court on the eighth day of June, nineteen hundred and fifteen; that said writ was handed to said Sheriff and is still in his possession and he will forthwith execute the same and deliver possession of the premises aforesaid to said Frank Ruddick.

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19. AND YOUR ORATRIX FURTHER SHOWS, that immediately upon becoming cognizant of the above condition of affairs as to the property of the said Clara L. Sands she sought about as ascertain means of preserving what was left of her mother's inheritance; that through the peculiarities and weak mental condition of the said Clara L. Sands some thirty or forty thousand dollars worth of real estate and property in New

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10 York State has been lost to the said Clara L. Sands; that she consulted counsel on or about the thirtieth day of May, Nineteen hundred and fifteen, shortly after ascertaining the above information as to her mother's property, and on the  
20 twenty-first day of June, Nineteen hundred and fifteen, presented a petition and affidavits to this Court requesting that an order be made directing a commission in the nature of a writ de lunatico inquirendo to be issued under the seal of this Court, to inquire of the lunacy of the said Clara L. Sands; that said order was made on the said twenty-first day of June aforesaid; that on the twenty-second day of June aforesaid, the said commission was signed and sealed by the Clerk of this Court, in  
30 and whereby Clarence Mabie, Esq., Cornelius A. DeMund, M. D., and Robert Vanderbeck are directed to inquire of the said lunacy of Clara L. Sands; that the said Elizabeth R. Sands has taken such step in order that competent person may be appointed her mother's guardian and thus endeavor to preserve what may be left of the said Clara L. Sands' properties real or personal; for the said Elizabeth R. Sands says that she cannot communicate with her mother or talk over business  
40 affairs, nor has she been able to induce her to preserve the aforesaid last vestige of her property; that her said mother claims that she inherited the property and no one can take it away from her and consequently it is not necessary for her to act; that the said Clara L. Sands has endeavored to consult with the President of the United States; has had interviews with the Secretary of State, William J. Bryan, Secretary of the Treasury William G. McAdoo, and other State and United States officials, that she has written numerous let-



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ters to such persons and copies of which the said Elizabeth R. Sands has found and replies to which she has found; that her mother has large ideas as to her capabilities and her tremendous wealth; that she has had a habit for years of going to the most expensive hotels with absolutely no means of meeting the expenses thereof; that she has gone to department stores and other business places and ran up large bills; that she sends word to said Elizabeth R. Sands to pay these great and uncalled for expenditures made by the said Clara L. Sands; that in the fall of Nineteen hundred and fourteen, the said Clara L. Sands ran up a bill of fifty dollars at the Hotel McAlpin, and telephoned said Elizabeth R. Sands to come and pay the same; that the said Clara L. Sands simply said it suited her convenience to stay there and she intended to stay.

20. YOUR ORATRIX FURTHER SHOWS, that within the past month, after great efforts, she located the said Clara L. Sands in New York City in a board house; that she had two New York State physicians call to examine her said mother; that the said physicians interviewed and examined the said Clara L. Sands and came to the conclusion that she was no fit person to look after her property or be at large; that said physicians Dr. John E. Wilson and Dr. Reeve Turner were in the act of drawing the necessary papers to have the said Clara L. Sands committed in the State of New York and she being for an instant alone, left said premises and eluded said physicians; that at the same time an attorney of the State of New Jersey, by name Kinsley Twining, was awaiting an interview with said Clara L. Sands, having been sent there by the firm of Lindabury, DePue & Faulks,



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10 who had been requested to act in New Jersey or to look into the matter, after the said Clara L. Sands had sought an interview with George W. Wickersham, Esq., former attorney general of United States; that the said Kinsley Twining, Esq., after noting the condition of the said Clara L. Sands and going over the papers that had been prepared and used by Frank Smit, Esq., in endeavoring to protect Clara L. Sands aforesaid, refused to do anything and stated that there was nothing that he could do for her; that the said Elizabeth R. Sands in view of all these events says that she does not believe the said Clara L. Sands in any way capable of governing herself or her property.

20 21. YOUR ORATRIX FURTHER SHOWS, that within the past two weeks the said Elizabeth R. Sands, in open court, has offered to pay the aforesaid Frank Ruddick, such sum or sums of money as would make him whole for any expenditures he may have had or suffered for on account of the said property at the Village of Ridgewood aforesaid, acquired by him at sheriff's sale as aforesaid; that she has also called upon the  
30 said Frank Ruddick and offered to pay him a bonus or sum in addition to the aforesaid, in the amount of fifteen hundred dollars; that she has further offered to see to it that the said Clara L. Sands does not live on said premises in Ridgewood, which are adjoining the property and home of the said Frank Ruddick; that the said Frank Ruddick has refused all of said offers to make him whole for any leases he has suffered and still does refuse to accept the same or any return or  
40 profit whatsoever to allow the said Elizabeth R.



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Sands to have and keep the premises aforesaid for her said mother Clara L. Sands.

22. YOUR ORATRIX FURTHER SHOWS, that she hereby offers to pay to the said Frank Ruddick, Mattie Ruddick, his wife, Loftus Phillips, George E. Phillips, and Robert N. Heath, as Sheriff of the County of Bergen, whatever in equity and good conscience ought to be paid to them, and that she has been ready ever since having knowledge of her mother's loss, able and willing to pay any or all of said sums of money, that may be necessary, but none of said parties have consented thereto, and they still refuse so to do; that the said Frank Ruddick has stated openly that he is desirous of obtaining a portion of the property of the said Clara L. Sands; that he now has it and is going to keep it; that he has openly boasted that he would get the said Clara L. Sands out of her home as he did not wish her as a neighbor.

23. YOUR ORATRIX FURTHER SHOWS, that she is advised that said judgment, execution, sale of land, sheriff's deed, judgment for possession in ejectment and writ of possession are void and of no effect against the said Clara L. Sands personally, and she hoped that the said Frank Ruddick, Mattie Ruddick, his wife Loftus Phillips, George E. Phillips and Robert N. Heath, Sheriff of the County of Bergen, would have complied with such reasonable request of the said Elizabeth R. Sands as in equity and good conscience they ought to have done.

24. AND YOUR ORATRIX FURTHER SHOWS, and charges, that by means of the premi-



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10 ses your oratrix has been greatly defrauded and injured by the said Frank Ruddick, Mattie Ruddick, his wife, Loftus Phillips, George E. Phillips and Robert N. Heath, as Sheriff of the County of Bergen aforesaid; that the whole transaction was a scheme for acquiring and making title to said lands, and defrauding your oratrix of her rightful property, concocted and carried out by the said Frank Ruddick, that the said land was sold for a grossly inadequate price; and that by reason of the fraud so practiced as aforesaid your oratrix has been refused in her estate and may become in dire want.

20 25. AND YOUR ORATRIX FURTHER SHOWS, to your Honor, that she has frequently and in a friendly manner applied to the said Frank Ruddick, Mattie Ruddick, Loftus Phillips, George E. Phillips and Robert N. Heath, as Sheriff of the County of Bergen aforesaid, represented to them the necessities, state of mind and incompetency of the said Clara L. Sands, and the fraud so aforesaid practiced upon her, and offered to pay to all or any of them a sum of money in advance of all the expenditures of any or all of the parties aforesaid, 30 requesting them to cancel and make void the said judgment, execution, judgment in ejectment and writ of possession, and to convey the premises aforesaid to your oratrix, that the said Elizabeth R. Sands might preserve the same for the said Clara B. Sands, pending the adjudication in the proceedings now in existence to inquire as to the lunacy of the said Clara L. Sands; and your oratrix well hoped that the said Frank Ruddick, Mattie Ruddick, Loftus Phillips, George E. Phillips and Robert N. Heath, Sheriff, would have complied 40



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with such reasonable request of your oratrix; as in equity and good conscience they ought to have done; but now so it is, may it please your Honor, that the said Frank Ruddick, Mattie Ruddick, his wife, Loftus Phillips, George E. Phillips and Robert N. Heath, Sheriff, refused to comply with such reasonable requests of your oratrix, or to accept in full any or all of such sums as may be due any or all of them whatsoever for or on account of the premises, but make divers false and fraudulent pretences in regard to their conduct in the premises, all of which are contrary to equity and good conscience, and tend to the manifest wrong and injury of the said Clara L. Sands. 10

Then follows the formal prayer for answers without oath, for a decree that the proceedings at law against Clara L. Sands recited in the bill were void, for an account of defendant's expenditures, for a decree that defendants release any claim or claims, that the Sheriff's deed should be cancelled and the defendants compelled to reconvey the premises to the complainant, that the defendants be repaid their expenditures, for complainant's costs, and for other relief. Then follows a prayer for an injunction restraining further proceedings by the defendants, and for subpoena. 20 30



**Answer.**

Filed September 29, 1915.

## IN CHANCERY OF NEW JERSEY.

|    |                               |                         |              |
|----|-------------------------------|-------------------------|--------------|
| 10 | Between :                     | }                       | On Bill, &c. |
|    | CLARA L. SANDS, a lunatic, by |                         |              |
|    | Elizabeth R. Sands, her next  |                         |              |
|    | friend,                       |                         |              |
|    |                               | Complainant,            |              |
|    |                               | and                     |              |
|    |                               | FRANK RUDDICK, et als., |              |
|    |                               | Defendants.             |              |

20 THE JOINT ANSWER OF FRANK RUDDICK AND MATTIE RUDDICK, HIS WIFE, TO THE BILL OF COMPLAINT OF CLARA L. SANDS, A LUNATIC, BY ELIZABETH R. SANDS, HER NEXT FRIEND.

These defendants answering say :

30 1-6. That they have no knowledge or information sufficient to form a belief as to the allegations of the first, second, third, fourth, fifth and sixth paragraphs of the bill of complaint.

40 7. That they admit that an action was brought against the said Clara L. Sands by Loftus Phillips and George E. Phillips, and prosecuted substantially as stated in the seventh paragraph of the bill of complaint and that they have no knowledge or information sufficient to form a belief as to when the complainant ascertained that such action had been brought and prosecuted.



*Answer.*

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8. That they admit that Clara L. Sands and Elizabeth R. Sands have resided for many years at 341 South Prospect Street, in the Village of Ridgewood, and that there are goods and chattels in the said home but have no knowledge or information sufficient to form a belief as to the ownership or value of said goods and chattels.

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9. That they admit that Clara L. Sands was at one time seized in fee simple of the premises described in the ninth paragraph, subject to the mortgage therein stated and deny that she is still seized in fee simple of said premises.

10. They deny the tenth paragraph.

11. They admit that there are two houses on the premises described in the bill and deny that one of them is worth \$7,000 and the other is worth \$1,800, and deny that the first tract of land is worth \$4,000 and that the second tract of land is worth \$3,500.

20

12. They admit the twelfth paragraph

13. They admit that Frank Smit was engaged as attorney for Clara L. Sands, and that the premises described in the complainant's bill were sold by the Sheriff of Bergen County to the defendant Frank Ruddick, for the sum of Five Hundred (\$500) Dollars, subject to a mortgage of \$3,500, and as to the other allegations in the thirteenth paragraph these defendants say that they have no knowledge or information sufficient to form a belief.

30

14. They admit the fourteenth paragraph.

40



15. They deny the fifteenth paragraph.

16-18. They admit the sixteenth, seventeenth and eighteenth paragraphs.

10 19. They have no knowledge or information sufficient to form a belief as to the allegations of the nineteenth paragraph, except that they are informed and believe it to be true that a commission in the nature of a writ de lunatico inquirendo to inquire into the lunacy of Clara L. Sands has been issued and beg leave to refer to the record of this honorable Court for the pleadings and proceedings in said matter.

20 20. They have no knowledge or information sufficient to form a belief as to the allegations of the twentieth paragraph.

21. They admit that Clara L. Sands, or some one in her behalf offered to pay the sum of Fifteen Hundred (\$1500.00) Dollars to the defendant Frank Ruddick for a re-conveyance of the premises described in the bill of complaint and that this offer was refused. They deny the other allegations of the twenty-first paragraph.

30

22. Except as admitted in the last paragraph of this answer, they deny the allegations of the twenty-second paragraph.

23-25. They deny the twenty-third, twenty-fourth and twenty-fifth paragraphs.

26. And these defendants further answering in lieu of a plea to the bill of complaint say that the

40



*Answer.*

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relief sought by the bill of complaint is the same relief sought by a petition filed in the Court of Common Pleas of Bergen County, to set aside the Sheriff's sale mentioned in the complainant's bill herein, which petition, after a full hearing by the Common Pleas Court, was decided against the complainant Clara L. Sands, and the relief now sought by the complainant in her bill was then refused by the said Common Pleas Court; and that thereafter the said proceedings and decision of the Common Pleas Court were reviewed upon a writ of certiorari issuing out of the Supreme Court and that upon the return and argument on said writ, the Supreme Court held that the matter was properly disposed of by the Common Pleas Court, and dismissed the certiorari.

And these defendants pray to be hence dismissed with their costs in this behalf most wrongfully sustained.



**Testimony.**

TRANSCRIPT OF SHORTHAND NOTES  
taken on the hearing of the above entitled cause  
before The Honorable Vivian M. Lewis, Vice-Chan-  
cellor of the State of New Jersey, on the twenty-  
10 third day of February, 1916.

## APPEARANCES:

GUSTAV A. HUNZIKER, Esq., for the Complainant.

WILLIAM J. MORRISON, Jr., Esq., for the Defend-  
ants.

20 Mr. Hunziker: If your Honor please,  
this is a case where a bill is filed in behalf  
of Clara L. Sands, a lunatic, and before go-  
ing further I desire to amend the bill of  
complaint which is filed by Elizabeth R.  
Sands as next friend and substitute for  
"next friend" the words "Guardian of the  
person and property of the lunatic."

ELIZABETH R. SANDS, sworn as a witness  
30 on the part of the complainant, testifies as follows:

Direct Examination by Mr. Hunziker:

Q. Where do you reside, Miss Sands? A. 140  
West 73rd Street.

Q. New York? A. Yes.

Q. You are the daughter of Clara L. Sands?  
A. Only child.

Q. And have you been appointed guardian of her  
40 person and property in the lunacy proceedings,



*Elizabeth R. Sands—Direct Examination.*

Miss Sands? A. Yes, I was appointed last July.

Q. Have you the letters on same? A. Yes, sir, I have.

Q. Will you kindly produce them? A. (Witness produces papers.)

Mr. Hunziker: I desire to offer these 10  
papers in evidence.

The Court: No objection I suppose?

Mr. Morrison: No objection.

Papers marked Exhibit C-1.

Q. Miss Sands, where is your mother living at this time? A. She has been committed to the State Hospital in Middletown, New York.

Q. When was she committed there? A. Last 20  
September.

Q. Been there since? A. Yes.

Q. Previous to that where was she living? A. Well, I could not find her for five months. She left Ridgewood and then I found her in a boarding house and she disappeared from there and then I didn't find her in the city for nearly six months.

Q. Previous to that absence did she live in Ridgewood? A. She was there a great deal.

Q. How long a period did she live in Ridgewood? 30  
A. She lived there for the last twenty years off and on.

Q. Did you ever live with her at Ridgewood? A. Yes.

Q. Until when about? A. Up to nearly eight years ago when I took up training as a nurse.

Q. And after that you lived separate and apart from her? A. Well, I went out several times and each time I would start again for work.



*Elizabeth R. Sands—Direct Examination.*

Q. Who lived with her, if anyone, at Ridgewood?

A. My sister died while she was living there.

Q. How long ago did your sister die? A. Died five years ago last December.

10 Q. And since then had your mother lived alone at Ridgewood? A. Practically alone at Ridgewood or New York or Hoboken.

Q. No servant or companion? A. No. There was a man on the place who cared for it.

Q. He lived there too, did he? A. Yes, he lived in a little house as a caretaker around the place. By the Court:

Q. How long do you say she lived there in this house? A. When do you mean—we built it there twenty years ago.

20 Q. How large a property is it? A. How large a house?

Q. Yes. A. Ten room house.

Q. Are the grounds extensive or otherwise? A. About two and a half or three acres.

Q. Surrounding the house? A. Yes.

By Mr. Hunziker:

Q. And this Mr. Ruddick, the defendant in this suit, did he live near by? A. Right next door.

30 Q. How long has he lived there to your knowledge? A. Fifteen years or more—they didn't live in that same house, though.

Q. What can you say as to the relations existing between your mother and the Ruddick family?

A. Mother was not very friendly with them at any time. She would say very unpleasant things.

Q. How long did that exist between your mother and the Ruddick family? A. Since the time she has not been herself—not responsible for her condition.



*Elizabeth R. Sands—Direct Examination.*

Q. How long is that about? A. Soon after my grandmother's death, which was in 1903.

Q. Now, Miss Sands, what can you say as to the mental condition of your mother and when first you noticed, if you did, that it was abnormal in any way? A. Why, the first time was in 1903 after my grandmother's death.

10

Q. How did that manifest itself? A. Why, she was most erratic and she would bite herself and tear her hair and have the idea that we were all going to the poor house and that everyone was going over us, and so forth, and she came to the state she simply was very violent and my sister could not remain with her. Judge Green, who was an intimate friend of ours, came down and took me and mother out to his house and said it was not safe for me to remain there alone.

20

Q. What did her condition appear to be while she was at Judge Green's house? A. It was the same as in Ridgewood and she was committed to the Flushing Asylum.

Q. When was that? A. 1904.

Q. That is an asylum for the insane? A. Yes.

Q. Was it under his order that she was committed? A. Yes. Under Judge Green's order she was examined by Dr. Savage and another doctor.

30

Q. And committed to the asylum? A. Yes, because her condition was such that she could not be left with people.

Q. How long was she in the asylum at that time? A. Five months.

Q. Did you visit her there? A. Yes, once.

Q. When was she discharged—do you remember when it was she left? A. It was in the spring.

Q. Of what year? A. Of 1904. She was there about five months and then our lawyer thought it

40



was too expensive—she could not afford to stay there—so he brought her out and took her to Ridgewood.

Q. To her farm? A. Yes.

10 Q. After she reached Ridgewood was anyone living with her? A. My sister and I were both there.

Q. How did she act during that time? A. She seemed better at first when she was first out, but during the fall of that year she became very unmanageable again.

Q. In what way? A. She would bite herself and tear her hair. She was not at all motherly towards my sister and I.

20 Q. Would she do that frequently? A. Oh, all the time.

Q. Any particular time? A. No, all the time. Most of the time she would not put her clothes on. She would run around the house without anything on, just a gown.

Q. That happened frequently? A. During all that summer.

30 Q. How long did she remain home after returning from the asylum? A. From that time she remained home all summer and the following winter she was put away again.

Q. Nineteen four or five? A. Nineteen hundred and four.

Q. Where was she put then? A. She was put in Astoria Sanitarium.

Q. Who put her there? A. The same doctors.

Q. Upon whose request? A. My request.

40 Q. Now, at the time she was put in the asylum at Astoria were these same manifestations of a disordered mind occurring all the time? A. Yes,



*Elizabeth R. Sands—Direct Examination.*

they were. At times she was very violent—grab you and throw you down.

Q. How long did she remain in the Astoria Sanitarium? A. About four months.

Q. Did you visit her there then? A. Yes.

Q. What was her condition during the time she was there? A. She was more quiet because she was being under treatment. 10

Q. Well, when she came out, where did she go? A. Went back to Ridgewood again.

Q. And you and your sister were still living with her? A. Yes.

Q. How long did she continue to live there then? A. Oh, about four years or so. Then I took up nursing.

Q. What can you say as to her condition during that four years? A. We were not in Ridgewood all of that time because we came in the winter and boarded in New York City. 20

Q. All winter? A. Yes.

Q. Of each year? A. Yes.

Q. While she was at Ridgewood what can you say about her condition? A. It didn't improve any. It took another different phase.

Q. Describe that to his Honor then, so that he can tell just how she manifested her mental condition. A. At first she had great ideas of losing everyone and everything. Her mental condition was so that she absolutely changed—thought she had vast wealth and could spend all kinds of money and could do all kinds of things. The phase she had previous to this was changed in every conceivable way to the other extreme. Before, she felt melancholy and much depressed—she thought she was losing everything. Then she changed and thought she had wealth and ran up all kinds of 30 40



*Elizabeth R. Sands—Direct Examination.*

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absurd bills and had absolutely no means of meeting them.

Q. Her financial condition was not changed at all? A. Not at all—all imagination.

Q. Did that same condition continue during that four years? A. Yes, and it still continues.

10 Q. And the end of that four years you took up nursing and left home? A. Yes.

Q. Was your sister living? A. Yes.

By the Court:

Q. What date was that, Miss Sands? A. It was in 1910 when I took up nursing.

Q. You left your sister and mother at home? A. Yes.

20 Q. In Ridgewood? A. Sometimes in Ridgewood—they stayed there most of their time.

By Mr. Hunziker:

Q. Up to 1914 her condition was as you have described it? A. Yes. All that time she would bite herself and tear her hair and act in all kinds of ways during the entire time and would not do anything for my sister and I.

30 Q. After you took up nursing how frequently did you visit your mother? A. I didn't see them very often. I rarely went to Ridgewood during that time.

Q. How often? A. About once a month. She was writing me at the hospital.

Q. What can you say as to her condition then? A. Her condition didn't improve. She had these ideas of wealth.

40 Q. She was still indulging in these delusions of wealth? A. Yes, sir; constantly.



*Elizabeth R. Sands—Direct Examination.*

Q. Until when? A. She still has them—until I put her away.

Q. Well, what was her condition with reference to spending her money and disposing of her wealth or supposed wealth? A. She would spend it very foolishly—had absolutely no idea of money.

Q. Where? A. Any place—she would come to the City and stay at hotels and run up enormous bills. 10

Q. When did she incur expenses at hotels that you can recall? A. For the last three years she has been doing that—you might say for the last five years she has been doing that.

Q. Where has she done that? A. Manhattan, Breslin and Marlborough—all of those places. She ran up bills and asked me to pay. Some of them I did and some of them I could not possibly meet. 20

Q. That was during the last five years? A. Yes. She had absolutely no income except certain money that she had that she disposed of.

Q. Now, in July, 1914—well, prior to July, 1914, for a year or two, what can you say as to her condition. Was it as you have described it or not? A. It was exactly as I have described it.

Q. Do you know this firm or parties—do you know these people that recovered the judgment against your mother? A. Yes. 30

By the Court:

Q. What was that for? A. Mother moved a little house—it was there for a great many years—and had masonry work done.

By Mr. Hunziker:

Q. When was that work done—moving this house that you spoke of? A. That was done in about 1913, I guess. 40



*Elizabeth R. Sands—Direct Examination.*

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Q. And at that time I believe you said your mother's condition was as you have described it with reference to her delusions about money? A. She was very erratic—almost impossible to talk with her and reason with her—impossible to do it—very pedantic in her ideas.

10 Q. Now, she was committed to the asylum after that, was she not? A. Yes.

Q. When? A. In September of this last year?

Q. That is at Middletown? A. Middletown, New York.

Q. Was she in any institution between September, 1915, and the date when this sale was had in July, 1914? A. No, she was not in any institution.

Q. Well, about the time of this sale did you have any talk with your mother? A. Very little.

20 Q. Did you learn of the fact that this property had been sold? A. No, I didn't know anything about it. I knew she had built this house and that is all I know.

Q. When did you learn it? A. I learned it in September. I had been ill and been away and when I came back I learned of it. I went out to Hackensack to see what I could do about it.

Q. Do you know where your mother was? A. In Ridgewood.

30 Q. Did you discuss this judgment and this sale in any way? A. I tried to do so, but she was furious to find that I knew anything about it.

Q. And what became of your mother at the time after this sale? A. Why, she suddenly left Ridgewood.

Q. When did she leave Ridgewood? A. In May, 1915.

40 Q. What did you do with reference to trying to locate her? A. After about a week I found her in a boarding house in New York where we had lived



*Elizabeth R. Sands—Direct Examination.*

one winter and I telephoned for my doctors to come up and see her and they examined her and we left about five minutes and she eluded us and I didn't see her for five months.

Q. Did you know where she was? A. No.

Q. You finally discovered where she was? A. She eventually wrote to me and I learned she was in Washington, D. C., to see the President. 10

Q. To see the President? A. Yes.

Q. Do you know whether or not she was apprehended down there? A. She saw Mr. Tumulty and she also had an interview with Bryan in regard to her property that was to be taken from her. She had a great idea of persecution—everybody in the town was persecuting her.

Q. Did she come back here of her own volition? A. She had not been out of the State. 20

Q. Did she come back to New York alone? A. I believe so. I questioned her. I did not know where she was and I was nearly a month then trying to find her. She was practically without money.

Q. Where did you find her? A. I found her in a cheap hotel on Fourth Avenue.

Q. And it was after you found her that she was again committed, was it? A. Yes.

Q. Now, Miss Sands, at the time you first noticed any aberration of your mother's mind, what was her financial condition—what did she have? A. She had some property in New York City and she had the Ridgewood property and some money—a little money—not much money. She had probably several thousand dollars, probably less than ten thousand dollars—no more. 30

Q. Did she after she began to manifest the mental trouble continue to take care of her own affairs and property? A. Yes. She would not let us know 40



*Elizabeth R. Sands—Direct Examination.*

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anything about it. She said it was her inheritance and it was nothing to us.

Q. Was your sister younger than you? A. A year and nine days older.

10 Q. And at that time you and your sister were quite youthful, were you not? A. When grandmother died I was ten and seventeen when my mother was committed.

Q. Shortly after that this trouble began? A. Yes.

By the Court:

Q. How old is your mother? A. Sixty-one in January.

By Mr. Hunziker:

20 Q. What can you say as to whether it was observable to the average man or woman whether or not your mother was in a healthy mental condition? A. Well, I think anybody that would talk to her for any length of time would realize that she was not rational. I know it to be so. She was most erratic, and everyone knows in the village of Ridgewood about that.

30 Q. Does she still have this property that you spoke of in New York? A. No, she sold that.

Q. When? A. In 1911—in 1910—I am not sure.

Q. Do you know how much she got for it? A. Something like \$10,000.

Q. Who did she sell it to, Miss Sands? A. Some real estate man in New York. I don't know where.

By the Court:

40 Q. What has become of that \$10,000. A. I have not the first idea. I cannot find a penny and she don't seem to have a penny in the world.



*Elizabeth R. Sands—Direct Examination.*

By Mr. Hunziker:

Q. Do you know how long the \$10,000 held out?  
A. Within the last year.

Q. Within the last year? A. Yes. She just simply went ahead and spent it.

Q. At the time of your grandmother's death was the Ridgewood property encumbered or not? A. No. No property we ever had was encumbered. 10

Q. Was it afterwards encumbered? A. Yes; my mother put a mortgage on it for \$3,500.

Q. When? A. Four years ago, I think.

Q. What became of that money? A. I have not the least idea.

Q. Do you know whether or not she has any money now? A. She has not to my knowledge, and she says she hasn't, because she was going around asking everybody for money. 20

Q. Did your mother write letters to various people? A. Yes.

Q. Will you look over these letters, Miss Sands, and tell me—well, I will take each one separately. Was that written by your mother (showing witness)? A. Yes, that is mother's writing.

Q. Look at this letter and inclosure and see if that is also written by your mother? A. Yes.

Q. To whom is it addressed? A. To Mr. Baxter. 30

Q. How did you get it? A. I found it among a lot of papers when she left that boarding house where I found her.

Q. No date on it, is there? A. The date on the top isn't there.

Q. I want to offer all these letters in evidence—this is marked "Washington, D. C."? A. That was written when she was there last summer.

Q. She was in Washington, D. C. during what months? A. From May until this September. 40



*Elizabeth R. Sands—Direct Examination.*

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Mr. Hunziker: I offer them for identification.

Letters marked Exhibit C-2.

10 Q. And were these letters written around the time of the sale? A. Most of them seem to be about the time of the sale. There is a letter to Miss Margaret Wilson, the daughter of the President.

Q. Do you know whether or not your mother had any other delusions excepting as to her wealth? A. She had an idea of persecution.

Q. By whom? A. Well, by Mr. Tallman of Ridgewood and several lawyers and judges, and so forth. They were all conspiring to take her things away from her.

20 Q. During what period was this? A. During the last three years she has had that idea.

Q. Did she have any idea regarding religious persecution by anybody? A. No. She thought I was being hounded by people to persuade me to Catholicism, which is not true.

30 Q. After you learned of this sale of the Ridgewood property, Miss Sands, did you have any communication with Mrs. Ruddick? A. Yes, with Mr. and Mrs. Ruddick. I went first to Mrs. Ruddick and asked her if she could in any way sell the place back to me and she said she didn't know whether she would or not; they had it in their possession now and she didn't think there was a chance to get it. I went to Mr. Ruddick and he said he didn't intend to do a single thing for me.

40 Q. Did you make him any proposition with-reference to reimbursement if he would return the property to you or to your mother? A. Yes, I told him I would give him what expenses he had incurred in getting the place and also a bonus of



*Elizabeth R. Sands—Direct Examination.*

\$200. He asked me if I intended to fight the case, and I told him I did unless he would accept.

Q. When was this discussion? A. Last fall.

Q. Before this present suit was started? A. Yes.

Q. What can you say as to whether Mr. and Mrs. Ruddick had any opportunities of observing your mother's mental condition? A. They had every opportunity. 10

Q. Do you know whether—did they ever say anything to you about her mental condition? A. Yes, a great many things. There was one time Mrs. Hopper—Mrs. Pauline Hopper—and Mrs. Taylor intended to put mother away.

Q. Did they say anything to you? A. Yes.

Q. When was that? A. About seven years ago. 20

Q. What did they say then? A. They told me she was a menace to the community around there and she should not be at large and she ought to be put away?

Q. Who said that? A. Mr. and Mrs. Ruddick.

Q. To you? A. Yes.

Q. What gave rise to that statement? A. She was in such a mental condition that she was being an injury to the community.

Q. What did she do? A. She used to talk extremely loud and have arguments with everybody and go around half clothed around the place and was very disagreeable to Mrs. Ruddick. 30

Q. Do you know if your mother and Mr. and Mrs. Ruddick had ever clashed before that? A. Well, Mrs. Ruddick and mother did.

Q. Through this state of mind of your mother? A. Yes, and mother was not particularly friendly with Mrs. Ruddick.

Q. That was seven years ago, you say? A. Yes. 40



*Elizabeth R. Sands—Direct Examination.*

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Q. Has anything of that kind occurred since that time? A. Right straight along.

Q. All during the time that your mother lived at Ridgewood? A. Yes.

10 Q. Have Mr. and Mrs. Ruddick ever complained since that time about your mother? A. They said she ought to be put away. She was very annoying. Mrs. Ruddick seemed to be a little frightened.

Q. When did they say anything like that to you or in your presence about your mother? A. Maybe about four years ago they made that statement.

Q. Do you know whether your mother and Mr. and Mrs. Ruddick, or either of them, came in contact about the time of this sale or just before that? A. I don't think so.

20 Q. You don't know.

Mr. Morrison: I don't believe they had very much conversation with each other.

Q. Have you any idea of the value of this property at Ridgewood, Miss Sands.

Mr. Morrison: Objected to.

The Court: Objection overruled.

Mr. Morrison: I ask an exception.

30 Exception granted.

A. My grandfather bought it thirty years ago.

Q. How much did he pay for it? A. He paid very little for it at that time. It was bought for \$2,000. At one time I think one parcel was \$500.

By the Court:

40 Q. Did you ever have an offer for it? A. Why, some person in Paterson offered us \$15,000 for it.



*Elizabeth R. Sands—Cross Examination.*

Q. Who was that? A. I don't know the person. I was a little girl then. I don't remember.

Cross Examination by Mr. Morrison :

Q. How long ago was that offer made? A. It must have been twelve years at least ago. I don't think we have had it in the market since. 10

Q. You have been away from your mother's home in Ridgewood how long? A. I took up training in 1910.

Q. Since that time with the exception of an occasional visit you have not lived with your mother? A. When I finished up my training I went out there. I was at home from December until the following June.

Q. Of what year? A. Three years after I finished. I went in training in 1907 and I finished in 1910, and in the year of 1910 I went home in December and I was with her in 1911 until June. Then I came into the City and took a case for three weeks and then I returned. 20

Q. Then without going into that particular time were you home in 1911? A. Then I was home from June—that was in around the first part of June—I was home with mother then until the middle of November, so that was nearly a year I was home with her. 30

Q. After your sister's death were you home except for an occasional visit? A. That was when my sister died—the year following her death—and I didn't have anything to do—one case for three weeks, and I stayed all the time with my mother.

Q. And after that you were busy the greater portion of your time with cases? A. Yes.

Q. During the period from your sister's death 40



*Elizabeth R. Sands—Cross Examination.*

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until July, 1914, who managed your mother's household? A. Herself—such as it was managed.

Q. And did she buy what groceries were needed, clothing and supplies? A. Yes.

Q. Who paid interest on the mortgage on the property? A. Nobody.

10 Q. And has no interest been paid on the mortgage? A. The first few months.

Q. Who paid that? A. Mother.

Q. Did anybody pay the taxes on the property? A. I did.

Q. For what years did you pay? A. 1914.

Q. Who paid 1913? A. Mother paid those.

Q. 1912? A. Mother paid those.

Q. Now you say there was a small house there that was moved? A. Yes.

20 Q. You say Mr. Phillips was engaged in moving that house or doing something about the moving of it? A. Yes, the sidewalk.

Q. Who made arrangements for the moving of that house? A. My mother did.

Q. And was anyone there that helped her do it? A. I think that then I was there when the house was moved.

30 Q. What help did you give her? A. I helped her a great deal. She didn't have any money to build it.

Q. Do you know what money she had? A. I know she didn't have the money that she was spending.

Q. Do you know what money she had? A. Practically none.

Q. And do you know what became of the \$10,000? A. No, I don't. She almost entirely spent it.

40 Q. Do you know whether she still had some of that money? A. Yes; she still had a few thousand dollars of it.



*Elizabeth R. Sands—Cross Examination.*

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Q. Did she tell you where that money was? A. No.

Q. Did you ask her? A. She would not tell me anything about it except that she kept money in the Washington Trust Company.

Q. Where is that Trust Company? A. Broadway —somewhere near Chambers Street. 10

Q. As to the expenditures that your mother did make, what was her habit of making payment—did she use checks or cash? A. Principally cash. I think some checks she gave. I know she gave a good many that were not good and they all came back.

Q. What institution were they drawn on? A. The Washington Trust Company.

Q. Do you know what she did with that money she got from the mortgage, the \$3,500 Ridgewood mortgage? A. She paid some debts with some of it. 20

Q. Who negotiated for that mortgage? Did your mother do that? A. Yes. She said she needed the money. I had very little to do with it. The lawyer of hers got her the money.

Q. Now, as to the period after your sister's death when you didn't go home very often, did anyone to your knowledge help your mother with the transaction of her business affairs? A. Why, I did until I went into New York to live. 30

Q. After that who helped her—did she run her household? A. I did a great deal of that myself.

Q. And when did you go out to attend to that? A. Not very often. I used to send groceries and supplies in from New York.

Q. Did you have anything to do with the man who was working on the place? A. Yes, I have known him for some years. 40



*Elizabeth R. Sands—Cross Examination.*

Q. And did you direct his work about the place?

A. Yes, sir.

Q. And when were you out there to do that?

A. Not very often. Mother was there a year ago.

10 Q. When was the last time that you gave any directions to this man prior to July, 1914—when did you give him any directions, do you recollect?

A. Prior to the sale?

Q. Yes. A. I didn't direct him.

Q. Did you direct him at all before July, 1914?

A. Yes; I was living there at the time.

Q. At the time of the sale? A. No, not at the time of the sale—a year or two before that.

Q. A year or two before the sale? A. Yes.

20 Q. When you were there a year or two before the sale and coming down to the time of the sale, did you have anything to do with directing this man on your mother's place? A. When mother was not there I did.

Q. How frequently was that? A. There was no directing to do. I don't see what you mean.

Q. Somebody had to tell him what to do. A. He knew what he had to do. He had to keep the place in order and that is all there was to it.

30 Q. If there was any job to do about the place your mother would tell him what to do? A. He cut the grass and things like that.

Q. Tend the fire in winter and everything of that sort? A. Well, there was no fire to tend—no fire in the furnace.

Q. Were you there in the winter of 1913-14? A. I was there at that time.

Q. Was there a fire when you were there? A. About two years ago last November I was out there. I was there for nearly two months.

40 Q. Was there a fire then? A. Yes.



*Elizabeth R. Sands—Cross Examination.*

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Q. And you don't know of course whether there was a fire or not when you were not there? A. What is that?

Q. When you were not there you cannot say whether the fire was kept or not? A. No; I don't know whether they kept a fire or not.

Q. Did you ever make an application to be appointed as guardian for your mother before the present application was made? A. No; I did not. 10

Q. Did anyone else, to your knowledge? A. No. I asked about it and they told me it was a very expensive proceeding and at that time I was not in a good financial way.

Q. Was your mother ever in business previously? A. She used to be in business years and years ago.

Q. Not within the last four or five years? A. No. 20

Q. And after she sold this New York property did she have any business or possession out of which she could earn anything? A. No.

Q. What did she use for her living? A. The money she got from the property, I presume. She didn't give me any of it, I know.

Q. You and your mother had always been unfriendly, were you not? A. She was most erratic and very disagreeable and very difficult to live with. 30

Q. And had your sister had the same experience as you in her lifetime? A. Yes.

Q. Did your mother have anyone she was related to in whom she put her confidence? A. She used to go to New York and ask her lawyers to help her out and advise her, but she would not take their advice.

Q. When did you first learn that the Ridgewood property had been sold? A. Two years ago last September. 40



*Elizabeth R. Sands—Cross Examination.*

Q. And who told you about it? A. A neighbor.

Q. Who was the neighbor? A. Mrs. Hopper.

Q. And did you ever talk to your mother about it? A. Yes, I have tried to, but I could not do anything with her at all.

10 Q. What did you say to her and what did she say to you? A. Why, she just flew right up in the air. I could not talk to her she was so unreasonable. She was very erratic. She had an idea the place was all right and it would come right back; that these people were conspiring against her and taking her place away from her, and she had a perfect right to ruin the home if she wanted to; that it was her inheritance.

20 Q. Where was she at that time? A. In Ridgewood.

Q. When was it—you say in September—can you fix the time any more closely? A. You mean the specific date?

Q. Early in the month or later? A. I found out about this in September and I saw her—well, it would be about the middle of September some time.

30 Q. Who else were present when you were talking to your mother? A. This man, this helper there—and also some man that had come out from Mr. Smit's office.

Q. That was your mother's attorney? A. Mr. Smit was at that time.

Q. What was the first part of that conversation in relation to the property. What did you say? A. I don't know. I have not the first idea what I said.

40 Q. Did you say anything about the property—you must have called the subject to her attention in some way? A. Why, I spoke about the place



*Elizabeth R. Sands—Cross Examination.*

being sold in the manner which it was, and she said it was a forced sale and that they were all conspiring against her. She was absolutely unreasonable. There had been a false sale; there had been a Mr. Phillips who had conspired against her and was trying to run her out of town, and everybody was taking things away from her.

10

Q. Did you know that Phillips Brothers—the Phillips firm—had sued her? A. No.

Q. Did you ever ask her whether she had paid the men who had worked on the moving of that house? A. No.

Q. Did you ever know her to be sued by anyone else? A. There was some trouble with Mr. Hutton I believe at one time.

Q. How long ago was that? A. At the time she moved the house.

20

Q. Who was Mr. Hutton? A. He is a lumber man.

Q. What was the nature of the trouble? A. I really could not say very much about it except that there was something about the amount she paid the man.

Q. Do you know how that resulted? A. I don't know how it came out.

Q. Do you know whether the bill was paid? A. No, I don't know that for the simple reason that she had paid Mr. Higginson the money and Mr. Higginson ran up the bill in mother's name with Mr. Hutton.

30

Q. Who was Mr. Higginson? A. The man that was doing the building.

Q. Did you know Mr. Higginson was paid? A. Yes; I paid him some of the time.

Q. How much did you pay him? A. I paid him two or three times \$50.00.

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*Elizabeth R. Sands—Cross Examination.*

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Q. Was that from your own money? A. My mother's.

Q. Where did you get it? A. From the bank.

Q. Your mother would draw the checks on which you drew the money? A. No; this was checked out of a savings bank.

10 Q. Were you one of the parties to whom that account was payable? A. No.

Q. How were you enabled to get that money out of a savings bank? A. My mother would take and draw it out. She had a great deal of cash at one time with her. She used to carry a great deal of cash with her all the time.

Q. Where did she get it? A. Evidently money received from the sale of the house.

20 Q. She had no other resource or income except the sale of this house? A. Not that I know of.

Q. When she had this cash money did you induce her to put it in the savings bank? A. No. You could not do anything with her.

Q. How did she come to open a savings account? A. She had it for years. It was my grandmother's.

Q. When you went to the savings bank did you learn how much she had? A. No.

30 Q. Did you have an opportunity to see her pass book? A. No.

Q. Do you know of any occasion after this house was moved by Mr. Higginson when she made deposits in the savings bank? A. No; I don't.

Q. Who paid the other men who were working on the moving of the house? A. I didn't know there was any other people.

Q. Did Mr. Higginson have the contract for the entire work? A. I believe so.

40 Q. And you made the contract with Mr. Higgin-



*Elizabeth R. Sands—Cross Examination.*

son on your mother's behalf? A. Well, I was present when she made it with him.

Q. And did she read the paper over and sign it?

A. I don't know there was any signed.

Q. No written contract? A. No written contract.

Q. Did your mother and Mr. Higginson discuss the price and what was to be done? A. Yes. 10

Q. And did they come to an agreement as to what was to be done and what was to be paid? A. Not anything very definite. That is why we stopped the building of the house.

Q. What was the arrangement made between that man and your mother? A. He was to do it for a certain amount, I believe.

Q. And did you think that that was too much? A. He was not doing it in the right way. 20

Q. You say that his workmanship was wrong? A. Very unsatisfactory.

Q. When did you observe that—before or after had given him the work to do? A. After.

Q. How long after? A. While he was doing it. I don't remember how many weeks after.

Q. At the time that your mother and Mr. Higginson were discussing the work to be done and the price to be paid for it, you were present? A. Yes. 30

Q. Did the arrangement entered into meet with your approval? A. Not at all, because he did not give value received.

Q. Because the price was too high? A. He was not doing the work properly.

Q. You say you were present when your mother and Mr. Higginson agreed on this building and there was no written agreement? A. Yes; I heard nothing of any written agreement, and this man 40



*Elizabeth R. Sands—Cross Examination.*

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used to come and demand money ever so often and I would go down and look at the house and he was doing it extremely poorly and I would say, "Mother, you have got to stop it."

10 Q. You say that your mother and Mr. Higginson, in your presence, agreed or had an understanding, but there was no written agreement as to the work that was to be done, and that he was to be paid some certain sum for this work? A. Yes.

Q. You were present while that was being discussed? A. Yes.

Q. Did that arrangement meet with your approval at the time? A. Yes; at that time.

20 Q. What, if anything, happened when your mother first had this idea that she was being persecuted by Judge Doremus and others—was there anything that started her in that train of thought—anything done to her or suits brought against her, or anything of that sort? A. I believe that Mr. Hutton sued her.

Q. She then commenced to think that she was being persecuted? A. Yes.

Q. Is that right? A. Yes.

30 Q. And is that the first time that that idea of persecution was noticeable to you? A. No; it was not.

Q. When had it occurred before? A. It occurred right after my sister's death.

Q. And what was the form of persecution she had in mind at that time? A. That everybody was persecuting her.

40 Q. Anything else? A. She had ideas on this Catholicism—that everybody was trying to persuade me to that religion and my sister to that religion.



*Elizabeth R. Sands—Cross Examination.*

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Q. That was a religious idea? A. That was a religious idea.

Q. When did she get the idea that some one was trying to take her property—wasn't that about this time that this house was moved and she had this difficulty about paying for the contract on the little building? A. Probably it was. 10

Q. When your mother left the asylum at Flushing, was she discharged after an examination? A. No. She was not discharged.

Q. Was that a State institution? A. Yes.

Q. In what way did you get her out of there without a discharge? A. My mother's lawyers signed a paper.

Q. Do you remember the nature of that paper? A. Simply saying consenting to the release and releasing the institution of responsibility. 20

Q. When you took her out of the Astoria Sanitarium was there any formal discharge? A. No. We took her out under a release.

Q. After your sister had died and you had gone to New York and left your mother in Ridgewood alone, what arrangement did you make to safeguard and protect her? A. She was not a raving maniac.

Q. What arrangement did you make to protect her money or property? A. I didn't take any because I was not in a position to do so. 30

Q. Did you report the matter to the police at Ridgewood that you were leaving your mother alone and some one might take her money and property from her? A. No.

Q. You didn't believe that was necessary? A. No.

Q. Did you endeavor to get control of your mother's money and property when you left Rdigewood? A. I did before my sister died. 40



*Elizabeth R. Sands—Cross Examination.*

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Q. I am directing your mind now to the time you left Ridgewood after your sister's death? A. No.

Q. Why didn't you make such an attempt? A. I was not in any position to. I did make one attempt.

10 Q. How? A. I consulted a lawyer in the City.

Q. "In the City"—you mean New York? A. Yes.

Q. Did you go any further? A. No; because he told me it was a very expensive procedure to have a sheriff's jury.

Q. Did you ask him whether the expense would be paid by your mother or from your mother's estate? A. My mother had very little money.

20 Q. She had this Ridgewood property—did you ask him whether the expense of safe-guarding your mother's property would be paid out of the property? A. He could not do it. He told me I could do absolutely nothing. He told me I could not do it. The property was my mother's, not mine.

By Mr. Hunziker:

30 Q. You said that after you went to New York you were in the habit of sending groceries and supplies out to your mother? A. Yes.

Q. When did you begin doing that and how long did that continue? A. I done it for nearly two years.

Q. What two years? A. Two years past.

Q. Just past? A. Yes, and I am still doing it.

Q. You are not doing it now that your mother is in the asylum, are you? A. No, but I sent certain things every week up there.

40 Q. When did you begin doing that—in what



*Elizabeth R. Sands—Cross Examination.*

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month or year did you begin? A. About two years last November.

Q. That would be in November, 1913? A. Yes.

Q. Why did you do that? A. Because I found there was not sufficient things out there to do her.

Q. Did you have any arrangement with your mother about doing this? A. No. I just sent them so she would have them in the house. She would not tell me what she had. 10

Q. Do you know whether your mother bought any groceries besides what you sent her? A. I know she ran up some bills in the village.

Q. Had you observed that there were insufficient supplies for the conduct of the household? A. Yes.

Q. And that is why you sent them out? A. That is why I sent them out. 20

Q. Now, you said also that your mother gave a great many checks on this Washington Bank. When you say a great many, what do you mean? A. Around eight or ten.

Q. And when was that? A. Well, that was about four years ago, I should think.

Q. Do you know whether she had any money at that time? A. Practically had overdrawn her account. That was previous to the time she had sold her house. 30

Q. Were the checks that you mention all made out about the same time or did they cover quite a period of time? A. Well, I should think that it would cover quite a period of time.

Q. About how long? A. During a year or so.

Q. Now, you also said that she sometimes carried considerable cash on her person? A. Yes.

Q. When was that? A. Why, one time she had \$1,200 in cash on her. 40



*Frank N. Stevens—Direct Examination.*

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Q. How much? A. \$1,200.

Q. When? A. That was during the time I was in training.

Q. That was between 1907 and 1910? A. Yes.

10 Q. Do you know how long she carried that about her person? A. Until it was used up. I don't know just how long a period.

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FRANK N. STEVENS, sworn as a witness on the part of the complainant, testifies as follows:

Direct Examination by Mr. Hunziker:

20 Q. Mr. Stevens, what is your business and where do you live? A. I am in the real estate business at Ridgewood, New Jersey.

Q. How long have you been in that business there? A. Fully ten years.

Q. Are you familiar with the Sands property at Ridgewood? A. Yes, sir.

Q. Can you form now an estimate of the property? A. Yes.

30 Q. Will you kindly state what you consider the value of the property was in July, 1914, and since that time—if it has depreciated in value since that time? A. I don't know as it has depreciated. I consider that property worth \$10,000 then and now.

Q. Does that comprehend all the property? A. Yes; that is the entire property.

Q. Do you know about how much land there is there? A. Yes, sir.

40 Q. About how much is there? A. There is a little over three hundred feet front and I think that will run from two hundred and fifty to three



Mrs. Lenoma Macdougall—Direct Examination.

hundred and fifty feet deep.

Q. And the building upon it is included of course in your estimate? A. Yes.

Cross Examination by Mr. Morrison:

Q. What sort of a sale had you in mind in fixing that value of \$10,000? A. I think to sell I should went about sixty days to sell that property at \$10,000. 10

Q. Can you form an estimate of what the property might bring if bought at a sheriff's sale? A. Yes, sir.

Q. What do you think would be a fair price at a sheriff's sale for that property at that time, July, 1914? A. Any speculator ought to have given between \$7,500 and \$8,000. 20

Q. You knew the property was to be sold? A. Yes, sir.

Q. Did you attend the sale? A. No, sir.

Q. Do you know anyone also among your acquaintances that attended the sale? A. No; I do not.

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MRS. LENOMA MACDOUGAL, sworn as a witness on the part of the complainant, testifies as follows: 30

Direct Examination by Mr. Hunziker:

Q. Mrs. Macdougall, where do you live? A. I live in New York.

Q. How long have you resided in New York? A. Since I was eighteen. I am now thirty-two.

Q. Do you know Mrs. Sands? A. I have known Mrs. Sands since I was fifteen. 40



Mrs. Lenoma Macdougall—Direct Examination.

Q. And did you have any occasion to visit her at Ridgewood? A. I have not been in the Ridgewood house for a long time.

10 Q. How frequently did you make your visits to Ridgewood during the past ten years or so? A. Well, perhaps I was there altogether about five or six times in the past ten years—perhaps oftener.

By the Court:

Q. And were you there in 1914, do you know? A. I think I have not been there since Miss Sands' death. I am not sure.

By Mr. Hunziker:

20 Q. Did you observe any peculiarity in Mrs. Sands' action or conduct? A. Yes, of course.

Q. When did you first observe that? A. I observed it the year after her mother died.

Q. What was there in her conduct that incited your observation? A. Well, she talked constantly to herself and used to walk rapidly up and down, constantly clutching her clothing as she walked and used to tear her hair. This kept up from early morning until she was exhausted at night.

30 Q. Is that true of all the time that you observed her? A. No; because at times she seemed a little better and sometimes violently insane.

Q. Did she ever exhibit any delusions? A. Yes.

Q. Do you know what? A. Yes. She imagined she had a great lot of money and was spending a great deal. She took to spending a great deal.

Q. Do you remember the time that Mrs. Sands has this little house in Ridgewood? A. Yes.

40 Q. Did you have occasion to speak to her about that? A. Yes; I talked with her about the house.



*Mrs. Lenoma Macdougall—Direct Examination.*

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Q. Where—at Ridgewood? A. No; at my house in New York.

Q. Did she say anything about that house to you? A. She told me that she was building the house as a memorial to her daughter that had died, and that she called it "The Little White Bird."

10

Q. Did you have more than one conversation about it? A. Yes; several.

Q. What was her manner or condition about that time? A. Well, she was very noisy in her conversation.

Q. Did she appear rational? A. I never considered her either rational or sensible at any time—after her mother's death that is.

Q. Well, now, since that time how often did you come in contact with her? A. Well, I should think that I saw her about once every two or three months.

20

Q. And what would you say as to her condition then, her mental condition? A. Well, it was so that my husband refused to allow her to come visit me at all.

Q. Did she ever say anything as to her means? A. She never spoke of her means but she kept saying what she was going to buy—very expensive things. She would come to New York and go to the Manhattan and stay around at different hotels.

30

Q. Did you meet her during that time? A. Yes, she would always come to see me.

Q. Did you have any knowledge as to whether she paid for the expenses incurred during this time? A. Only that I know that Miss Elizabeth Sands paid some.

Q. When did you last meet Mrs. Sands? A. Well, I should think it was on Christmas day, probably two or three years ago.

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*Mrs. Lenoma Macdougall—Cross Examination.*

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Q. Then the last time that you saw her would be in 1913? A. Yes; I should think that was the last.

Q. What was her condition or manner at that time? A. Very bad that day.

Q. Where was she? A. She was in my house.

10 Q. How long did she stay there? A. She came and stayed the entire afternoon.

Q. You talked with her? A. Oh, yes.

Q. What did she talk about then? A. It is very difficult to tell what a lunatic talks about.

Q. Do you know anything about what property she had? A. I knew that she had the two houses in Ridgewood and I knew she used to say she had that property in New York.

20 Q. Did she know at the time that property was sold? A. Yes.

Q. Do you know anything about what she did with the money? A. Never said anything to me but she seemed to have money to spend.

Q. Did you observe whether she had plenty of money? Did she ever show it to you? A. No. She was so erratic you could not tell whether she had little or much. One week she claimed to have money and the next week she would have none.

30 Q. Did you ever see her with money? A. No; I cannot say that I have.

Q. You have not seen her since November, 1913? A. It seems so to me, and yet I may have, because she came to see me very often. Whenever she was in town she would call on me.

Cross Examination by Mr. Morrison:

Q. Your visits with Mrs. Sands were social, were they not? A. Yes.

40 Q. And you had no business dealings with her? A. No.



Miss Margaret Knox Doig—Direct Examination.

MISS MARGARET KNOX DOIG, sworn as a witness on the part of the complainant, testifies as follows:

Direct Examination by Mr. Hunziker:

Q. You live in Ridgewood? A. Yes. 10

Q. How long have you lived there? A. This time I have been three years. Before I lived there eight years.

Q. And how much of an interval was between? A. 11 years' interval.

Q. Do you know Mrs. Sands? A. Yes; I have known her for years.

Q. When did you become acquainted with her? A. Well, I became acquainted with her when we lived in Ridgewood before and we renewed the acquaintanceship since I returned. 20

Q. Did you have frequent occasion to meet her? A. Very frequent.

Q. Live near her? A. Yes.

Q. How near? A. Well, about five minutes walk, perhaps.

Q. Now, the time previous to your leaving Ridgewood—that is true of that period too, is it? A. Yes.

Q. Your frequent meeting with her? A. Yes. 30

Q. What can you say as to Mrs. Sands' condition as to whether it was rational or otherwise during that time? A. Well, when I saw her before her conduct was very rational. Since I came to live there this last time it has been very irrational.

Q. After your return to Ridgewood—for past three years? A. Yes.

Q. Tell us what you know of Mrs. Sands' conduct and demeanor during that time? A. Well, she used 40



Miss Margaret Knox Doig—Direct Examination.

10 to come to our house very often and talk about her affairs and we would always advise her to consult with her daughter and she would say her daughter had nothing to say; that her mother had left her the property and the money and it was hers, and she had no right to say anything about it.

Q. When she was in any difficulty she came to you for advice? A. Well, she was always in difficulty with the lawyers and different ones. Of course it was almost impossible to reason with her because she was very erratic; sometimes she fairly screamed she was so excited over things.

20 Q. Can you repeat any specific instance? A. Why, whenever that would advise her to consult with her daughter, to advise with her daughter and have her tell her daughter about her troubles and things of that kind, she would say that her daughter had nothing to say about it; that she was her own mistress; that everything was hers and had been left to her.

30 Q. At the time of the advice—what difficulty did she come to ask your advice about, did she say? A. Well, she was in trouble about this law suit of Mr. Hutton, and very much in trouble with—well, I don't know—so many different things—so many difficulties she had—and then she was always talking about starting a sanitarium and she was going to spend a great deal of money on the house, and things of that kind that she talked about.

Q. Well, now, that was about when? A. Well just within the last year or two that she used to come over and talk about her letters that she had written to the people down in Washington—President Wilson and others.

40 Q. Who were they addressed to? A. They were



Miss Margaret Knox Doig—Direct Examination.

addressed to different men around Washington, President Wilson, Mr. Tumulty and different ones. I am not sure.

Q. What was the gist of the letters? A. Well, some of them she was writing about the property, about her difficulties, about the lawyers trying to get the best of her and things like that.

10

Q. Did she exhibit any delusions that you know of other than that? A. Well, I think that was sufficient delusion when she had so many different ideas from what a sane person would have.

By the Court:

Q. Did you see her frequently during 1914? A. Yes.

Q. Did you see her during the summer of 1914? A. Why, yes, I saw her during the summer, I think.

20

Q. Did she have these same delusions? A. Yes; just the same.

By Mr. Hunziker:

Q. Did you ever see her around her house? A. Yes; I have.

Q. What was her habit around the house? A. Careless about her personal appearance—so different then from what she was formerly—she used to be particular about her appearance, but she grew careless. In fact, the last time I saw her her clothes were in rags and she was on her way to New York and I thought no sane person would go anyway looking like that.

30

Q. What can you say as to her habit of being clothed or half clothed about the house? A. Well, she certainly was very careless—indifferent.

Q. Do you know whether she had any difficulties

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*Miss Margaret Knox Doig—Direct Examination.*

with the neighbors by reason of her conduct and her delusions? A. Well, only from what she said. She seemed to think the neighbors were all against her and she didn't seem to realize it was through her own actions.

10 Q. During what time was that—during what particular time did she consider that the neighbors were all hostile to her? A. Well, it was only the last three years. Of course she had become rather annoying and a great many people could not tolerate her and of course refused her admission in the house, and of course she was against that.

20 Q. Do you know anything of her financial matters? A. Well, I know that she went through a great deal of money. She told me that she sold a house in New York and she said she was spending it. She said she had a good time.

Q. Could you say whether she appeared to be in want of anything at Ridgewood—clothing or groceries? A. Well, she seemed to talk as if she had money enough to get anything if she wanted it.

30 Q. Did she ever talk to you about the house that she was building there? A. Why, yes, she talked a great deal about it; that it was going to be part of a sanitarium and she had a memorial window put in there, had ordered one as a memorial to her daughter and she had great plans for this sanitarium.

40 Q. Did she say anything as to what the house cost or where she was going to get the money? A. Why, I don't recollect that. She spoke as if she had means. I spoke to her last summer—a year ago—not last summer—about renting the house once. We had some friends who would like to hire the house and I knew that she didn't have very much money and I knew that her daughter



Miss Margaret Knox Doig—Direct Examination.

was working and it was quite a strain on her, so I suggested her renting the house to these friends and told her how much they would pay, and she said: "Well, no; she was going to start a sanitarium there and she was going to get a number of people to come there and have the house."

Q. That was in the summer of 1914? A. Let me see—1915—that was last summer. 10

Q. Can you fix the month? A. Well, I must think—it must have been in July.

Q. Did she ever say anything to you about the masonry bill? A. Well, she said she would pay it when she got the money. She expected some money—she didn't say where—but she expected some money and she thought she would be able to pay expenses and contracted bills in so many different places and she would pay a deposit on different things and then she would expect to get it later on. 20

Q. Did she ever say anything to you about having been an inmate of any institution? A. Yes; she spoke about being in Astoria and in Flushing, and she said she made it so uncomfortable that they were glad to release her.

Q. When did you last see her, Miss Doig? A. Well, I saw her about the time her daughter wanted to have a commission appointed and she was going to come out to her house, but could not come, and so then Mrs. Sands left and stopped at our house on her way to New York. 30

Q. What was her condition then? A. Her condition was very bad. Her clothes and everything were in rags and she was just on the verge of a collapse.

Q. What did she talk about then? A. Well, she was going to Washington; she was going to see 40



Miss Margaret Knox Doig—Cross Examination.

about her property and get it back and she was going to inform on those lawyers who were against her.

10 Q. Did she say who she was going to see? A. Well, she was going to see President Wilson and Mr. Tumulty, I think. I don't remember anyone else.

Q. Did she ever say anything to you about her fear that her daughters might be converted to Catholicism? A. Oh, yes; she spoke about that.

Q. When did she talk anything about that? A. She was always talking about "Micks" and all that. She thought they were using their influence with her daughter.

20 Q. And was that during the last three years? A. Yes.

Q. Were there any other peculiarities of mind or thought that you can recollect, Miss Doig? A. Well, I don't know of any just now.

Cross Examination by Mr. Morrison:

Q. You say you saw Mrs. Sands last the time the daughter had the Commission appointed to find out whether she was sane or not—did Mrs. Sands know that had been done? A. Well, she suspected it.

30 Q. Did she talk to you about it? A. She didn't talk outright but she sort of hinted. She said that they were trying to put her somewhere but she was going to elude them.

Q. Where was she then? A. She was at home then.

Q. In Ridgewood? A. Yes.

Q. And do you remember after this little house was moved and built—you say she told you about



*Miss Margaret Knox Doig—Cross Examination.*

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the trouble she had with the lumber dealer and the contractor? A. Yes.

Q. Did she ever talk to you about Mr. Phillips at all? A. Why, she didn't say anything about him. She didn't say much about her bills. She was going to pay them.

Q. Was he not the man with the bills and the person to whom she owed them? A. Well, I presume he was. She never spoke anything of that kind.

Q. Did you ever hear her speak of any particular bill as to what it was for and what had been bought? A. No.

Q. Just the statement that she had a great many debts? A. Well, she didn't seem to want to admit that much but of course she hinted at it once or twice in conversation.

Q. And you say she expected to get the money to pay them all? A. Well, she seemed to talk that way—in a hopeful sort of a way.

Q. Did she tell you where she would get the money from? A. No; only she had this sanitarium idea and had very high ideas about it and thought she was going to make a fortune out of it.

Q. During the month of July, 1914, did she ever talk to you about the fact that her house was to be sold by the sheriff? A. No.

Q. Did you know that her house was to be sold? A. No.

Q. You hadn't seen any advertisement in the paper? A. No. I was very much surprised when I heard it.

Q. When was the first that you heard it? A. I heard it very shortly after that.

Q. From whom did you hear it—from Mrs. Sands

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*Miss Margaret Knox Doig—Cross Examination.*

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or someone else? A. Just through the village gossip, I suppose.

10 Q. Did Mrs. Sands ever talk to you after the house had been sold? A. Yes; she said it was a fraud and how she was going to pay but had no idea that they were going to do anything of that kind.

Q. Where was she when she talked about it? A. Why, she was at our house, I think.

Q. When was it—about what part of the year? A. I would say shortly after the sale. I don't remember now exactly.

Q. Of course you cannot remember the exact details? A. No, I don't.

20 Q. What was the general facts of her statement? A. Well, it was hard; she had been defrauded; that she was going to pay the debt, and that she thought that they were rather hasty to come there and do a thing of that kind.

Q. Did she say that she and her attorney were engaged in some effort to have the sale set aside? A. I think she was trying to do that.

30 Q. I am trying to bring out what she told you. A. She spoke about it being a fraud but I am not so positive whether or not she said that she was trying to regain it. She had all sorts of plans and ideas about it, about her troubles, about the way she had been defrauded.

Q. She spoke of the sale being a fraud, did she? A. Yes.

Q. And she was going to take the sale to some higher authority? A. Yes.

Q. For the purpose of setting the sale aside? A. She had some idea.



*Mrs. Mary J. Robinson—Direct Examination.*

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MRS. MARY J. ROBINSON, sworn as a witness on the part of the complainant, testifies as follows:

Direct Examination by Mr. Hunziker:

Q. What is your full name, madam? A. Mrs. Mary J. Robinson. 10

Q. Where do you live? A. Ridgewood.

Q. Do you know Mrs. Sands? A. Yes, I know her.

Q. How near to her did you live? A. Just a short distance.

Q. Did you meet her frequently? A. Very often.

Q. During what period did you meet her frequently? A. Well, off and on since 1912. I have known her about fifteen years. 20

Q. Now, can you say whether or not you noticed anything peculiar about her, Mrs. Robinson? A. Yes. 20

Q. When did you begin or when did she begin? A. Six or seven years ago.

Q. What was it that directed your attention to her conduct? A. Well, she was very erratic, very troublesome—annoying people.

Q. In what way, Mrs. Robinson—what did she do? A. In several ways. 30

Q. What did she say—what did she talk about? A. I could not begin to tell you what she talked about. 30

Q. Just tell us a few of the things that you remember that seemed troublesome to you? A. Talked about starting a sanitarium and having the house dedicated—she talked about that.

Q. Dedicated to whom or what? A. For a sanitarium. 40



*Mrs. Mary J. Robinson—Direct Examination.*

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By the Court:

Q. Did you see her during the year 1914? A. Yes.

Q. Frequently? A. Yes.

10 Q. What was her condition then, if you recollect it? A. Why, she was in a very nervous state of mind.

By Mr. Hunziker:

Q. Do you remember this sale of her property? A. Why, I heard it was to be sold.

Q. Well, did you see her after you heard it was to be sold and after it took place? A. Yes.

20 Q. Did she say anything to you about it? A. She thought she could get the place back. She was in hopes of getting it back.

Q. What was her mental condition then as compared to what it was before five or six years ago? A. Her mental state was in a very bad condition.

Q. In what way did she exhibit this mental difficulty? A. Why she went around to the neighbors and went all around to everybody and wrote letters and wanted the President to help her out.

30 Q. Did you have knowledge of her writing to the President? A. Yes; she read letters that she wrote.

Q. Was one of them directed to the President to your recollection? A. Yes.

Q. Anybody else? A. Tumulty and McAdoo.

Q. Do you know anything about her apparel? A. Yes, she was very careless.

Q. In what way? A. Well, she didn't keep her clothes together, and all rags.

40 Q. Did you ever notice her parading in underclothing? A. Yes, she went around the lawn barely clothed.



*Mrs. Mary J. Robinson—Direct Examination.*

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Q. And what else did you notice about her conduct? A. Why, she had a loose wrapper on.

Q. She wasn't dressed, in other words, as you are? A. No; she wasn't.

Q. Did she have difficulty with the neighbors? A. Yes.

Q. And what would cause the difficulty? A. 10  
Oh, she just thought they were against her and she used to run into them and that made them nervous.

Q. Did she talk to you about it? A. Oh, well, she didn't talk to me so very much about the neighbors.

Q. Did she run into your house, too? A. Oh, yes, all hours of the night. She would come about eleven o'clock "ho-hoing" at the door and I would go down and stay with her.

Q. How long would she stay there some time? 20  
A. Sometimes she would stay an hour.

Q. What would she talk about on these occasions? A. Well, she would talk about getting her sanitarium started and she even wanted me to lend her money.

Q. Did she say anything to you about her daughters? A. No, she didn't say anything to me about her daughters.

Q. Did she tell you anything about what she 30  
built this small building for? A. She was going to live in that and the large house was to be the sanitarium.

Q. Did she ever say anything to you about having a memorial to her daughter? A. Yes; she had a window put in the building.

Q. Did she give another name to the building in her talks to you? A. No; only the old house was "Sands Crest."

Q. Do you know anything about the way she 40



*Mrs. Mary J. Robinson—Cross Examination.*

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conducted herself in her home? A. Yes; she was rather careless.

Q. In what way was she careless? A. In her dress and in keeping her house.

10 Q. Did she have anyone living with her during the time that you called on her? A. Well, she hadn't anyone only this hired man.

Q. When was it that she read these letters to you? A. Well, she had letters three or four years ago.

Q. She wrote to the President? A. Yes; she wanted the President to help her out.

20 Q. Did she say anything to you about her own means at all—about her money or whether she had any? A. Well, she thought she would get some money. She was trying everybody to get money to get the place back.

Q. Well, before that—before she was threatened with the loss of the place did she ever say anything to you about the idea of being wealthy or poor? A. Well she seemed to be short of money when she was always borrowing money from me.

Cross Examination by Mr. Morrison:

30 Q. The money that she borrowed from you, Mrs. Robinson, did she repay it? A. Well, part of it—some of it.

Q. Part of it she has never repaid? A. Part of it she has never repaid.

Q. Is it a large sum she still owes? A. No.

Q. As much as a hundred dollars? A. Oh, no.

40 Q. You say that you talked to her after you heard that her house was to be sold and before it was sold? A. Well, she talked to me. I didn't have much to say to her.



*Mrs. Mary J. Robinson—Cross Examination.*

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Q. What did she say to you about it? A. Well, she said she would get the place back.

Q. How was she to do that? A. I think she did have the money and she was just there too late for the sale.

Q. What did she tell you about that? A. She told me that she had got this money and the sale had been a few minutes before. 10

Q. Did she tell you when she got the money? A. No.

Q. Did she say that she borrowed it? A. She didn't say.

Q. Did she tell you that she had tried to get the money earlier? A. No; she didn't say—only she was there too late.

Q. Did she tell you before the sale or say anything before that of getting an offer to sell the place? A. No; she didn't tell me anything about it. 20

Q. What did she tell you about the sale? A. Well, she said it wasn't a sale at all; it was a fraud.

Q. That was after the property really had been sold she told you that? A. She said the sale was not legal.

Q. Now when you first learned that the property was to be sold you didn't know when the sale was to be? A. No. 30

Q. You knew it was advertised but not the time of sale? A. Yes.

Q. Now, before it was sold did you talk to Mrs. Sands or did she talk to you about it? A. I didn't know when it was to be sold.

Q. Did you talk to Mrs. Sands about it or did she to you? A. No.



*Miss Blanche H. Edwards—Direct Examination.*

Q. Did she say anything to you about it? A. No; she didn't say anything to me.

Q. Did you see her at all after you learned that the place was to be sold? A. Oh, yes; I suppose I saw her. I saw her every day—two or three times a day.

10 Q. Did you live very near? A. Very near.

Q. About how far away? A. A quarter of a mile or less.

Q. Did she come to your house? A. Oh, yes; frequently.

Q. Did you go to her house? A. Yes; I went to her house.

Q. During the summer of 1914? A. Yes.

Q. During July? A. Yes.

20 Q. About how often? A. Why, I used to run in once in a while and she would come down to me once in a while.

Q. Were your relations with her social or business relations? A. Why, social.

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MISS BLANCH H. EDWARDS, sworn as a witness on the part of the complainant, testifies as follows:

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Direct Examination by Mr. Hunziker:

Q. Where do you live, Miss Edwards? A. Ridgewood.

Q. And how long have you lived there? A. Thirty-five years.

Q. And do you know Mrs. Sands? A. I know her for twenty years.

40 Q. Did you live near her? A. Right near.



Miss Blanche H. Edwards—Direct Examination.

Q. How near? A. Oh, I should judge about ten minutes walk.

Q. Did you meet her often? A. Yes; while she was there in town.

Q. Did you notice any change in her mental condition since you became acquainted with her? A. Why, it was when she lost her mother. 10

Q. How did that change manifest itself to you? A. Why, she had queer subjects to talk about—everyone was against her and so on.

Q. What queer subjects did she talk about? A. Why, I just cannot recollect at this time.

Q. Was there anything that you can now remember that gave you the impression that she was peculiar or had changed? A. Oh, yes. In her conversation she was very argumentative; everybody seemed to be against her, and she always used to say everybody was against her—not exactly religious crazy I would call it, but out of her mind. 20

Q. That was shortly after she lost her mother? A. That was shortly after she lost her mother.

Q. Did that condition of mind become constant or did it disappear? A. No; it continued.

By the Court:

Q. Did you see her in the summer of 1914? A. Off and on. 30

Q. Did you hear anything about the sale of this property? A. Why, I happened to hear it.

Q. Did you see her before it was sold? A. No; I did not.

By Mr. Hunziker:

Q. You saw her that summer, did you? A. I saw her that summer, yes. 40



*Miss Blanche H. Edwards—Direct Examination,*

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Q. How was she then as compared with the summer before? A. I think she got worse.

10 Q. What was her condition then? A. She was parading up and down and she was tearing her finger nails and her hair. She used to come to our house at all hours of the night—one, two and three o'clock.

Q. Two and three o'clock in the morning? A. That is the last train I believe—I would sit up and talk to her all night—sort of try to calm her. I would have to hold her hands.

Q. Tearing her nails? A. Tearing her nails.

Q. Did this occur during 1914—do you remember any incident of her coming to your home and tearing her nails and her hair and biting herself in 1914? A. Yes.

20 Q. When did this occur—can you tell me? A. She visited us frequently any time she was in Ridgewood. She always visited out house—stopped in there—and, as I said, she got very argumentative.

By the Court:

30 Q. Do you remember whether or not she said anything to you about appealing to higher authorities in the United States, and if so, do you remember what authorities? A. Yes; she said something about that.

Q. When was that? A. I just cannot recollect.

By Mr. Hunziker:

Q. Can you say whether or not that was before or after she lost her property? A. After.

40 Q. Shortly after or longer? A. Well, I just cannot recollect now. She was in so frequently, you know.



*Miss Blanche H. Edwards—Direct Examination,*

Q. To whom did she mention that? A. Mother and myself.

Q. Whom would she appeal to—who was she going to appeal to? A. In regard to what?

Q. Her rights? A. Her rights—why, I just cannot answer now.

Q. Whom did she say she was going to appeal to to get her rights? A. She said she was going to President Wilson down in Washington. She didn't have any money to go down and she stopped in to borrow some money off me. She used to telephone to different lawyers and different others and at all hours of the night she would walk the floor pulling and tearing the flesh around her fingernails. She would tear the flesh from her hands. 10

Q. Was that condition as you observed it in 1914? A. Yes, and we did not know what we could do for her being as we knew her for so many years. 20

Q. Do you know what her condition was about her house with reference to clothing? A. Why, I know when she stopped at our house she would not care to get dressed and would run around in an undressed condition and I had a sister living there and we used to try to do everything we could for her and then she would continue to run around up to a certain hour in the morning until she was exhausted, and we would not go to bed. We were afraid to go. We were continually on the jump. After the property was taken from her why she came to the house often and kept carrying on. No one wanted to stop her because she had been a friend for so many years and she always would say we could stay with her when she got the property back. 30

Q. Previous to that did she have any trouble with the neighbors? A. Yes. 40



*Miss Blanche H. Edwards—Cross Examination.*

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Q. Do you know what the condition was that created the trouble? A. No; I don't.

Q. Do you know anything about any movement on the part of the neighbors down there to have her committed to any institution? If you don't know, why, of course, say so. A. No; I don't.

10 Q. Did she ever exhibit to you any delusions as to wealth or poverty? A. Yes.

Q. In what way—when was it? A. During this last year.

Q. What was the nature of her delusion? A. She was money poor—everything had been taken from her.

20 Q. Did she ever exhibit any delusion about her daughters or of persecution or anything of that nature? A. She had this sanitarium on her mind and she dedicated it to her mother and her daughter and that was the subject she was on one time. She had a memorial window, and I think "A little White Bird," or something, she named the place, and had someone come out from New York to pray.

Q. When was this, Miss Edwards? A. Well, I just can't recollect. Maybe two years or three years ago.

Q. Was it shortly after the house was completed? A. Oh, my, some time ago.

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Cross Examination by Mr. Morrison:

Q. Did Mrs. Sands, Miss Edwards, ever abuse you? A. No.

Q. Did she ever abuse anyone who took her view of matters and agreed with her? A. Yes; very contrary.

40 Q. And isn't it a fact that if she didn't have her own way she would fly into fits of anger and tear her hair and clothing and so on? A. That was con-



Miss Blanche H. Edwards—Cross Examination.

tinuous. That was not just talking. She was talking at certain times, but all the time she seemed to be erratic.

Q. Assuming they had words if her daughters tried to cross her? A. Why, I never heard the daughters speak with her cross.

Q. Did you live near? A. Yes.

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Q. You knew the daughter came home occasionally? A. Yes.

Q. Did you know that the two ladies had trouble when they were at home together? A. I could not say.

Q. Did you know that they had quarrels? A. I could not say. I did not care to pry into their affairs. That was not my disposition.

Q. Did you ever quarrel with her? A. No.

Q. She had quarrels with other neighbors, did she? A. Very frequently said little things.

20

Q. Did she ever say anything to you about what they were doing to her? A. Talking about her, I suppose.

Q. What did she say—did she ever make any complaint of what the neighbors were doing or saying? A. No.

Q. What reason did she give—any reason why she was so angry? A. I suppose—I could not answer.

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Q. You knew her very well? A. She might come into the house—or say she was in the house—I was not the only person in the house when she came in.

Q. Do you know when Miss Elizabeth Sands went away to become a nurse? A. Yes.

Q. And you remember that she was away for some time after she became a nurse? A. Why, I cannot answer that. I really don't know.

Q. She has not been home within the last two or three years regularly? A. I don't know.

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*Miss Blanche H. Edwards—Cross Examination.*

Q. How many times did you go to her house? A. Once in a great while, but mother visited frequently. My sister I lost.

Q. Did she come to your house? A. Often. When she was in Ridgewood she was up to our house.

10 Q. How frequently was she in Ridgewood? A. Well, it is rather hard to say. She might be in there and I would not know. I don't know when she was there.

Q. When was she there last? A. Why, I think in May—before May—some time this summer.

Q. Of last year? A. Yes.

Q. Do you remember her visiting Ridgewood in the summer of 1914? A. Yes.

Q. Did she make that visit in June? A. That I could not say as to the date or month.

20 Q. Did she visit Ridgewood in the summer of 1914? A. Yes; off and on.

Q. When did she come there—when did she make these visits? A. Why, I didn't take notice.

Q. Did you have any conversation with her? A. Why, I should judge she came over and spoke sometimes of some lawyers in the conversations and of the trouble she was in and she was in and out all during the summer.

30 Q. When she came she came to your house? A. Always came to the house.

Q. What lawyers would she speak about—were they lawyers who were working for or against her? A. That I cannot say.

Q. Did she ever mention Mr. Frank Smit, the attorney? A. I never heard her.

Q. Did she say much to you about Mr. Hunziker? A. That is the partner of Mr. Randall—no.



*D. R. Atwell—Direct Examination.*

Transcript of testimony taken in the above-entitled cause, at the Chancery Chambers, Paterson, New Jersey, on the twenty-fourth day of February, nineteen hundred and sixteen, before Hon. Vivian M. Lewis, Vice-Chancellor.

## APPEARANCES:

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HUNZIKER & RANDALL, Esqs., for the Complainant;  
WILLIAM J. MORRISON, Jr., Esq., for the Defendants.

D. R. ATWELL, sworn in behalf of Complainant, testified as follows:

Direct Examination by Mr. Hunziker:

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Q. You are a practicing physician? A. Yes, sir.

Q. Where? A. Hoboken, New Jersey.

Q. Do you know Mrs. Clara L. Sands? A. Yes, sir.

Q. How long did you know her? A. About seven or eight years.

Q. Past? A. Yes, sir.

Q. Were you related to her professionally? A. I treated her professionally. 30

Q. When did you first treat her? A. About 1908, about that.

Q. What was her trouble at that time? A. Melancholia—of a depressed type.

Q. What manifestations of her trouble did she show? A. At that time she was in a deep melancholic state, and her main delusion was, that she would lose her property, that she would be committed to the almshouse, and that her children 40



*D. R. Atwell—Direct Examination.*

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10 would not be provided for, etc., and she appealed to me to intercede for her in any way I could; and that was the drift of her mental condition for a year or a year and a half; and then she suddenly changed and became imbued with the idea that she was equal to any emergency, that she was able to take care of her own affairs; she ignored any suggestions from lawyers or friends; that she was endowed with power from the Almighty to execute her own affairs correctly.

Q. How long did that condition of mind continue? A. That continued right along.

Q. How frequently did you come in contact with her from 1908 down to the time you speak of? A. Well, it was quite frequently; she became friendly with my family and stopped at my house for a week or so at a time.

Q. Do you know whether or not she had any property when you first became acquainted with her? A. She had.

Q. Do you know about how much? A. Her property was in Ridgewood, New Jersey—quite a plot of land and a large house and a small house on the same plot; I should judge there was five or six acres.

30 Q. Did you know of her having property elsewhere at that time? A. I did not.

Q. Were there any other delusions that she entertained from the time you mentioned down to the time you last saw her? A. The impression that she had friends that were ready to assist her in any way financially or otherwise, and that her property in Ridgewood was hers by inheritance, and that nobody could take it from her.

40 Q. Do you know anything about her writing letters to particular persons upon any particular sub-



jects? A. She frequently would speak of writing to noted men, such as Secretary McAdoo and President Wilson and men in high positions that way, and of having interviewed them.

Q. Did she say anything about she was going to interview them about? A. She was going to have these men protect her against the trickery of lawyers who were trying to get her property from her. 10

Q. Do you recall whether you can say what her condition was during the summer of 1914? A. She was mentally insane.

Q. How did she manifest her disordered mind at that time, if you know? A. Making assertions of things that were really impossible; about her having friends in New York and Washington that had her case in their hands and were going to investigate the trickery of the lawyers in Ridgewood, and that they would be prosecuted, etc., which was all a myth—there was nothing in it. 20

Q. What do you say as to her physical condition at that time? A. She was very much excited; she was in a very excited condition always; she was fitful and very determined in her delusions; she could not be persuaded by her friends to the contrary. When I would advise her, she would say that I was pessimistic, etc.

Q. From your observations of her during all that time that you have mentioned, what is your expert opinion as to her state of mind during 1914 particularly? A. Well, at that time she had drifted into what I would consider a chronic state of incurable insanity, mental defect, because of its gradual onset, its coming on for a number of years before,—and it was continually becoming worse; she would show that by her conversation and by her declarations— 30



*D. R. Atwell—Direct Examination.*

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Q. Did you have any opportunity of observing her at times when she was in an institution for mental disorders? A. No, sir.

Q. When did you last see her? A. I think it was November of last year, possibly December.

10 Q. What do you say as to her condition of mind at that time? A. She was far from normal, and she was worse than she had been. Each time I saw her in the last three or four years, she was gradually becoming more so; she showed it in her careless dress and her behavior, and in a general way.

Q. Were you at all concerned about her being placed in the institution where she now is? A. No, sir.

20 Q. Do you know anything about her having had delusions about religion? A. Yes, sir.

Q. When was that? A. That began along about 1907 or 1908.

30 Q. How did those delusions manifest themselves? A. Well, people who were of a different religion were trying to influence her daughters to their way of believing, to their faith; she was afraid that they would be converted to Catholicism or something of that kind; that was her principal theme in that line.

Q. Did you ever visit her at her home in Ridge-wood? A. Yes, sir.

Q. Do you know about the small building she had erected there? A. Yes, sir.

40 Q. Did she ever say anything to you about what the purpose of that building was? A. Why, her ideas would change from time to time; at times she was going to occupy it herself, or at other times she was going to have it used as an annex to her sanitarium that she had been talking about for six



or seven years, but never had consummated the plans.

Q. Did you ever hear her refer to that building by any particular name? A. Sands' Crest Sanitarium; this building was on the main thoroughfare; this little building was occupied by a tenant; that was moved across a lot to the rear of her house, where it was out of reach of the street, and was a most peculiar idea to move that house back there, where it was apparently put out of sight and unapproachable by any tenant, and inconvenient to herself if she ever wanted to use it. 10

Q. How long have you been practicing? A. 30 years.

Cross Examination by Mr. Morrison:

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Q. In the year 1914, how many times did you see Mrs. Sands? A. I should judge I saw her on an average of once in two months or so.

Q. And were those on the occasions of visits to you professionally, or visits to your house as a friend? A. Both; she consulted me professionally, and also visited the family.

Q. On each of these occasions, she consulted you both as a physician, and then called on your family? A. Yes, sir, up to that time, I think. 30

Q. When she came there, who was with her? A. She was alone.

Q. Do you know where she came from? A. She said she had a private room in New York; sometimes she would come from Brooklyn; generally from a different locality.

Q. Were you paid for your services? A. Not recently.

Q. During the year 1914? A. No, sir. 40



Q. And what were the last services rendered by you for which you were paid? A. I think that the last time was over here; she complained of her stomach, indigestion, pains through her muscles, etc.

10 Q. About how long ago was that? A. I should judge two years ago.

Q. Who paid you? A. I did not charge her anything; she was a friend of the family, and I gave her medicine. I realized her condition, and I would give her medicine to satisfy her.

Q. As long as you have known her, have you ever been paid for professional services, by her? A. Yes, sir.

20 Q. When was the last time you were paid? A. I could not remember positively, but probably four years ago.

Q. Who paid you at that time? A. Mrs. Sands.

Q. When Mrs. Sands visited at your home, how long was she accustomed to stay? A. She sometimes came in in the evening at 11 o'clock, and rang the bell, and would get us out of bed.

30 Q. How long would she stay? A. Sometimes she stayed over night; sometimes she would say that she had an appointment with some other party at an hour earlier than that, and she would be behind her appointment, and she would be in a hurry to get away, and she would sit there and talk.

Q. Was it her custom to stay for a few hours, or over night, or did she stay several days? A. She did not stay more than a couple of days at a time in the last few years.

40 Q. And between those visits at your house and at your office, did you see her at any other time, particularly during the year 1914? A. No, sir; it was the last year that I received a telephone



message to meet her in the Courtlandt Street terminal; that was in the year 1915; I think it was last year, yes, sir, and I went over there and she told me that she could not come over into New Jersey, and hinted that they were trying to take her property away from her, but that she had ample friends who were going to see that they did not take it away from her.

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Q. Did she tell you why she could not come over to New Jersey, or why she thought she could not come to New Jersey? A. It was on account of some legal reason why she could not come into the State of New Jersey, she said.

Q. Had that to do with her personally, or with her property? A. I don't know, but she was in a very excited condition, and so much so, that I could hardly get away from her; if I would look the other way, she would come right in my face again; she was very much excited.

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Q. Do you happen to know Mrs. Sands' own religious belief, what her faith was? A. Yes, sir, she was an Episcopalian.

Q. High Church or Low Church? A. I don't know about that; I have heard her say that she was married in the church at Sixth Avenue and 20th Street, or the street that is opposite from O'Neill's store.

30

Q. When you met her in the Courtlandt Street Terminal, was she fully dressed? A. Yes, sir; she looked as if she had on her more clothing than was necessary, but they were not arranged neatly.

Q. She was not indecent? A. No, sir.

Q. During the year 1914, on the occasions that she came to see you, what was the condition of her as to her dress? A. It was becoming more disarranged, her clothing, and untidier than she was before that.

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Q. Before that had she been a very neat dresser?

A. When I first knew her, she was exceptionally so.

Q. And she gradually became careless? A. Yes, sir.

10 Q. Less attentive to the latest styles? A. Yes, sir.

Q. How long a period did that cover from the time she was an exceptionally fine dresser until she became careless? A. Five or six years.

Q. How old a woman was she during those five or six years you have mentioned? A. I don't know her age.

Q. What would you judge? A. I should judge she was anywhere from 50 to 55 at that time.

20 Q. You say she would be 55 in 1915? A. Possibly a little more.

Q. Did you say you had been in her home at Ridgewood? A. Yes, sir.

Q. Who else were present on the occasions when you went there? A. I have been there several times.

Q. Did you happen to go there during 1914? A. No, sir, I don't think I was there, during that year.

30 Q. What was the last time before 1914 that you were there? A. Probably the year before.

Q. Who were present? A. I think my wife was with me.

Q. Were any of her household there? A. No, sir.

Q. How long did you stay that time? A. An hour or so.

Q. Did you have dinner or tea while you were there? A. Yes, sir, I know I had dinner there one time; I had lunch.

40 Q. Who served the lunch? A. She served it herself.



*D. R. Atwell—Cross Examination.*

Q. What do you say as to the sort of a meal it was, and the manner in which it was served; was it anything out of the ordinary? A. Nothing handled on time; she insisted on our staying to lunch, and I was in a great hurry, but she continued to talk and talk, but the luncheon was very much delayed. 10

Q. Other than that, it was the same as in any other person's house? A. No, sir, you could not say that, because she kept everybody in a state of excitement herself.

By the Court:

Q. What time did the luncheon take place? A. I was trying to get started back home.

Q. What time was it? A. About one o'clock.

Q. What time was it? A. About one o'clock. 20

Q. What time did you get it? A. 2:30 or so.

Further Cross:

Q. You had just a light lunch? A. Yes, sir.

Q. You have said that was prepared by herself?

A. As far as I know.

Q. Did Mrs. Atwell, your wife, help her? A. No, sir.

By the Court:

30

Q. Was it necessary for her to leave your presence to prepare the lunch? A. She went back and forth.

Further Cross:

Q. Did she bring in the various dishes? A. She would sit down and talk; she would always have something new to tell.

Q. She was very talkative? A. Yes, sir.

40



*D. R. Atwell—Cross Examination.*

Q. Is not that one of her great characteristics?

A. She became so.

Q. You have seen her for a great many years; haven't you noticed that she is a very voluble talker? A. Of late years she has been so, but not

10 formerly; she was very depressed at one time, and then an excitable condition set in.

Q. This house that you speak of in Ridgewood, and which you call a large house—how many rooms has it? A. About 12 or 14 rooms.

Q. How many rooms were in the small house? A. About four or five, I should think.

Q. Would that house, taken together, be at all suitable for a sanitarium? A. On a very small scale.

20 Q. Are there not a great many small sanitariums? A. Yes, sir.

Q. Would this be suitable for such a sanitarium? A. I think the large house would.

Q. And she would have quite a large tract of ground around it? A. Yes, sir.

Q. That would be an added value to a sanitarium for people in a certain condition? A. There was nothing in the ground that would be proper for a sanitarium; it would cost a lot of money to put it in condition for a sanitarium.

30 Q. Did she have flowers planted? A. No, sir.

Re-direct Examination by Mr. Hunziker:

Q. When you first met Mrs. Sands, how did she impress you as to whether she was a woman of education and culture? A. She was very well educated—very cultured.

40 Q. How did she act in the last few years you have known her; did she act like a woman of education and culture? A. She could always command good language, and support it properly, but the ideas back of them were not normal.



*Miss Elizabeth Sands—Recalled, Direct.*

Miss ELIZABETH SANDS, being recalled, testified as follows:

Direct Examination by Mr. Hunziker:

Q. When did you learn that your mother was at Washington? A. I did not know for several 10 months after she left Ridgefield.

Q. Do you know how long she was at Washington? A. She evidently was there from June until —about five months—1914.

Q. Did you know whether she had any friends or relatives there? A. She had no intimate friends.

Q. Did she ever say anything to you about the purpose of her visit there? A. To get justification from the high authorities in Washington to start Federal action against the Jersey lawyers and 20 judges.

Cross Examination by Mr. Morrison:

Q. Did I understand you to say your mother was in Washington in 1915? A. She left right after the sale; I did not know about it until September; it was in 1915 that she came into New York and was there for about a week before I found her; I found her in New York in a boarding-house, at 113 West 93rd Street, and she evidently had no money, for she had not paid any board. 30

Q. You said your mother was away from June to November, 1914? A. I mean 1915, because it was the September after the sale, that I discovered about it.

Q. Did you have any letters from her when she was in Washington? A. Yes, sir, but not for some months after she was there.

Q. Did she tell you what she was there about? A. Yes, sir. 40



Mrs. Frederick W. Schwartz—Direct Examination.

Q. Are those the letters you put in evidence? A. Yes, sir.

Q. Those are the letters where she said she had called on President Wilson? A. Yes, sir, these are some that she wrote from Washington (examining them).

10

Complainant rests.

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DEFENSE.

Mr. Morrison : For the defendants, I would like to offer in evidence the original deed of Robert N. Heath, Sheriff, to Frank Ruddick, one of the defendants.

Marked "Exhibit D1."

20

And I offer also a certified copy of the proceedings on the certiorari in the New Jersey Supreme Court, in which is included a certified copy of the proceedings in the Common Pleas, as part of the return to the writ.

Marked "Exhibit D2."

Mrs. FREDERICK W. SCHWARTZ, sworn in  
30 behalf of the Defendants, testified as follows:

Direct Examination by Mr. Morrison :

Q. You live in Ridgewood? A. Yes, sir.

Q. Do you live near the property in which Mrs. Clara L. Sands resided? A. Yes, sir.

Q. What is the relation of the property in which you resided to hers? A. The front part of it does not adjoin, but the back part does.

Q. Make that clearer. A. The property on which  
40 I lived is my father's, and he owned all of the prop-



Mrs. Frederick W. Schwartz—Direct Examination.

erty adjoining Mrs. Sands', and some years ago he sold about 70 feet by 150 feet adjoining the Sands' on the front, and so there is just that one little plot that we don't join the sands property; all the rest of it does.

Q. Your father's property then is now an L shape, and the back of the L adjoins the Sands property? A. Yes, sir. 10

Q. About how long is the line at which these two properties join? A. Several hundred feet.

Q. Who lives in the plot which your father sold? A. Mr. and Mrs. Ruddick.

Q. They are the defendants in this case? A. Yes, sir.

Q. How long have they lived on that plot? A. Probably 23 years.

Q. So that your father's property and Mr. Ruddick's property and Mr. Sands' property all front on Prospect Avenue, in that order? A. Yes, sir. 20

Q. And your father's property surrounds the

Q. So that your father's property and Mr. Ruddick property on two sides, and the Sands property on the other side? A. Yes, sir.

Q. How long have you lived with your father? A. All my life.

Q. How long has Mrs. Sands lived adjoining your father's property? A. I should say about 20 years. 30

Q. I presume you were well acquainted with Mrs. Sands and her daughters? A. Yes, sir.

Q. Do you remember when one of the daughters died? A. Yes, sir.

Q. Did you occasionally see Mrs. Sands and talk to her? A. Yes, sir.

Q. Do you remember talking to her during the months of June or July of 1914? A. Yes, sir.

Q. And where were you when you were talking to her? A. Usually in my garden. 40



*Mrs. Frederick W. Schwartz—Direct Examination.*

Q. Where would Mrs. Sands be? A. She would come to the garden fence.

Q. Do you remember in one of those conversations any mention of the proceedings to sell her land? A. Yes, sir.

10 Q. What was that conversation? A. She came to the garden fence one morning when I was picking peas, and she said to me, "Do you know that they are going to sell my place?" and I said "Yes," and she said, "Yes, they are going to sell it"; and I said, "That is too bad"; and she said, "Well, they won't get it, though"; and that was about the substance of the conversation.

Q. What brought the conversation to a close? A. I had finished at my row of peas, and I went in the house.

20 Q. Did you ever talk to Mrs. Sands about the sale of the property on other occasions? A. Yes, sir.

Q. What was that occasion; where did you meet her? A. On the street.

Q. Where? A. Right near our yard; right at Mrs. Sands' property there is a letter box, and I walked down there to put two letters in the box, and she was in her yard and she called to me and then came to me and told me—

30 Q. What was that conversation? A. She said, "Do you know that they sold my property?" and I said "Yes;" and she said, "What do you think about it?" and I said, "I am very sorry;" she said, "But they are not going to get it," and I said, "No"; and she said "Do you know who has bought it?" and I told her "Yes," and she said, "You know those Ruddicks have bought it"; and then I left her and walked in.

40 Q. Now, you say you have known Mrs. Sands for almost as long as you can remember? A. Yes, sir.



*Mrs. Frederick W. Schwartz—Direct Examination.*

Q. Just generally, what was her condition after her mother died? A. Well, her mother died in May, and that summer she had boarders, which was just as anybody would after having lost their money. That following winter, I think Mrs. Sands and Miss Bessie and Miss Helen went to the city, and then immediately after that, when she came back, she was beginning to have nervous prostration. 10

Q. In what form did that show itself? A. Well, it was just an exaggerated form of her usual character.

Q. Now, what sort of a person was she? A. Well, Mrs. Sands was a very clever woman, and a woman with a very high temper, and naturally, very nervous disposition, a very nervous temperament, and, of course, when she had nervous prostration as it was called, that was exaggerated. 20

Q. Did you see her frequently enough to see the form in which that was exaggerated, what she did? A. Yes, sir.

Q. What were some of the things she did? A. Well, she always was a great talker, always could talk on almost every subject, a very educated woman, and, consequently, she talked a great deal.

Q. Was there anything else? A. She had a very nervous temperament, and when I first knew her as a little girl, she was always excitable and walked and talked as she walked, and walked as she talked, and she did the same things afterwards. 30

Q. You heard the mention of her picking at her nails and tapping at her hair, and picking at her nose; did you ever see her do that? A. Yes, sir.

Q. When was that? A. That was, probably, two or three years, two years, I will say, after her mother's death.

Q. Has she continued to do that until the pres- 40



Mrs. Frederick W. Schwartz—Direct Examination.

ent time? A. No, sir; she continued, probably, three years.

Q. When would that bring the end of that form of excitement? A. Five or six years after her mother's death.

10 Q. How far back from the present day would that be? A. I think her mother has been dead 15 or 16 years.

Q. That would be eight or ten years ago, then? A. Yes, sir.

Q. That had ceased, that picking at her hands; did it ever begin again? A. She always bit her nails when she was perfectly well.

Q. Did she bite them so that the flesh would be raw and bleeding? A. Not in later years.

20 Q. Well, what years? A. The last four or five years.

Q. Were you close to her during the year 1914 and '15? A. Yes, sir.

Q. Did you have many conversations with her? A. Not many; she would very often come to the garden fence.

Q. Did you ever see her parading around the garden? A. Yes, sir, I have seen her walk up and down when she would be telling the man what to do.

30 Q. How was she garbed then, as you recall, as she was walking around the garden? A. She had a black skirt on, with a light brown sweater.

Q. Was she barefoot? A. No, sir.

Q. Did you occasionally see her away from her home at Ridgefield, at social events? A. Yes, sir.

Q. Do you recall any occasions during 1915, when you saw her in public; or in the years last past? A. Yes, sir.

40 Q. What is one of those occasions? A. I saw



Mrs. Frederick W. Schwartz—Direct Examination.

her when Billy Sunday came to the playhouse, May 20th.

Q. Was she in the playhouse at that time? A. Yes, sir.

Q. What was her appearance? A. Very neat; she looked fine; I don't know what kind of dress she had on, but she had a black satin raglan coat with a wide collar and a dark hat with white trimming, small hat. 10

Q. Was her behavior such as to attract the attention of the other persons that were there? A. No, sir, she walked to almost the front seat in a most dignified, stately manner.

Q. And while she was still there, did she say anything which would attract the attention of the crowd, or act as if she was crazy? A. No, sir. 20

Q. Can you recall another occasion in 1915 when you saw her at a public gathering? A. Yes, sir.

Q. What was that? A. At the graduating of the high school exercises in 1915.

Q. Did you talk to her on that occasion? A. Yes, sir.

Q. What led up to the conversation, and what was the conversation; what were you talking about? A. My nephew was graduated at those exercises, and there had been a prize offered to the one who gave the best history of Ridgefield, and he won the second prize, but his delivery was the best, and he delivered it at the exercises, and he got most of his information from his grandfather, that is my father; and at the beginning of his oration, he said that he believed that all credit was due to his venerable grandfather, Dr. A. G. Hopper, and as we were coming out of the playhouse after the exercises, she came up to my mother and I, and shook hands with us and congratulated us, 30 40



*Mrs. Frederick W. Schwartz—Direct Examination.*

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and said that she wished she had a grandson who would pay such honor to her.

Q. What was her appearance and demeanor on that occasion? A. She looked as neat as I had ever seen her.

10 Q. What did she wear? A. She had on a light grey silk, trimmed with a darker velvet; a little white lace around her neck and long white kid gloves, and she threw a white Spanish lace scarf over her as she walked out.

Q. Did she behave in a peculiar manner on that occasion? A. No, sir, she was just as fine a lady as was there.

Q. Can you recall an occasion when you saw her at a public function in 1914? A. Yes, sir.

20 Q. What was that occasion? A. That was also at the playhouse at the graduation of the high school.

Q. And what brings that back to your memory? A. Because another of my nephews was graduated.

Q. Was Mrs. Sands there? A. Yes, sir.

Q. Did you speak to her on that occasion? A. I just nodded to her across the hall.

Q. How was she dressed on that occasion? A. In some light costume, which I cannot now describe.

30 Q. Was it such that it would attract unfavorable attention? A. No, sir, it was an ordinary evening costume.

Q. Were her actions at the 1914 commencement such as would attract attention? A. She just bowed to me, and that was all; she was very quiet.

Q. During the past two or three years, 1913, 1914 and 1915, has Mrs. Sands gone about in Ridge-



Mrs. Frederick W. Schwartz—Direct Examination.

field and back and forth to New York as other people do? A. Yes, sir.

Q. Did you ever see her on the street, or going about the village when she was not properly dressed? A. Not in those years.

Q. What years did you see her when she was not properly dressed? A. Probably two or three years before that. 10

Q. That would be five or six years ago, or more? A. Yes, sir.

Q. How was she clad then? A. Not real neat; I never saw her on the street unclad—without enough clothing on.

Q. During the past two or three years, what would you say as a general description of her clothing? A. I would call it very nice. 20

Q. She did occasionally go around her own premises in rather peculiar dresses? A. Yes, sir.

By the Court:

Q. Grotesque, do you mean? A. I mean, not particularly neat.

Further Direct:

Q. Was she always sufficiently clad when you saw her on the premises? A. When I saw her, yes, sir. 30

Q. Did you go to see her at her home? A. No, sir.

Q. Did she ever write you any letters? A. No, sir.

Q. Did you ever know of an attempt being made to have Mrs. Sands committed to an asylum, an attempt of the neighbors, or anything of that na- 40



*Mrs. Frederick W. Schwartz—Direct Examination.*

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ture? A. Five or six years ago, before Miss Helen died, she came to our home and asked my father and mother if they would sign a petition to have her committed to a sanitarium.

Q. Did your father and mother sign? A. No, sir, they refused to.

10 Q. Why did they refuse to? A. They did not think that she was in a condition to be put in an asylum.

Q. Did you hear your father say anything about it either to Miss Sands or anyone else? A. He made this remark, that if he should sign a paper to put her in a sanatorium, then in punishment some day he might be put there himself.

Q. Did you ever hear of any attempt being made by the neighbors, except this one? A. No, sir.

20 Q. Miss Sands asked their help? A. I have heard—I heard of it.

Q. While Mrs. Sands lived over the garden fence from your place, who managed her household affairs? A. She did, as far as I know.

Q. Did the trades people call there for orders?

Q. They have not for a year or eighteen months; previous to that, they did.

Q. How long has Mrs. Sands been away from home; she has not been living at home recently, has she? A. I think the last I saw her, as I recall, must have been last July.

Q. That would be about eight months ago? A. Yes, sir.

Q. Do you know whether Mrs. Sands attended to the moving of this little house that they have spoken about? A. I guess she did.

Q. Do you know whether she had anyone to superintend that for her, or did she attend to it herself? A. I think she attended to it herself.

40



*Mrs. Frederick W. Schwartz—Cross Examination.*

Q. Did you see her out there, apparently directing the man, while the work was being done? A. Yes, sir.

Q. Did you see her take charge of her other affairs, such as the planting of trees and street improvements, things of that sort? A. Yes, sir.

Q. Do you remember any instance that comes to your memory now? A. Well, last spring the Commissioner of the Streets put trees in, and one tree was planted in a very unwise place, the Commissioners did not use good judgment, and Mrs. Sands thought they did not, too, and she had it removed.

Q. Where was the tree placed? A. It is a very short distance—Mr. Ruddick's driveway goes in, and then it is six or eight feet, and then Mrs. Sands' driveway goes in, and that one little bit of a space, there is a letter box and then a telegraph pole, and they put a tree right in that little space, and she did not want it, and she had it removed.

Q. Where did they move it to? A. They simply took it out; there were plenty of other trees, and they took it out altogether.

Q. And that was in the spring of 1915 or 1914? A. It was last April or May.

Cross Examination by Mr. Hunziker:

Q. Do you remember that there was a change in Mrs. Sands' condition after her mother died? A. Yes, sir.

Q. And a change which indicated mental disturbance? A. Yes, sir.

Q. Do you know that sometime after that, she was put in an institution? A. Yes, sir.

Q. And was in an institution for some time? A. Yes, sir, it was not very long, I think.

Q. And was she living at Ridgewood after she



Mrs. Frederick W. Schwartz—Cross Examination.

came out of the institution? A. Yes, sir; I don't know that she came directly to Ridgewood from there.

Q. She did live there for a while? A. Yes, sir.

Q. At that time her two daughters were living?

A. Yes, sir.

10 Q. Do you remember the time when one daughter died? A. Yes, sir.

Q. Can you say whether Mrs. Sands' condition became worse after that than it had been before as to her peculiarities of temperament? A. I don't think any worse than just anyone might be; probably depressed.

Q. Was she more depressed after that? A. I think probably so.

20 Q. Do you know whether at that time she suffered from any delusions of any kind? A. She talked a great deal.

Q. Imaginary troubles? A. Yes, sir.

Q. What were they, to your knowledge? A. Well, she would talk about her daughter; she particularly talked about Miss Helen and how she had had to work.

30 Q. She talked about things that were non-existent? A. Miss Helen had worked, she was a dress-maker, and I don't know what she was doing at the time she died; she was away then.

Q. Did she say anything to you about the purpose of that building; do you remember the time when this small house was put where it is now? A. Yes, sir.

Q. Did she ever say anything to you about the purpose of that building? A. Yes, sir.

Q. About it being erected to anyone? A. Yes, sir.

40 Q. What did she say about that? A. That it was erected to her father and mother and Miss Helen.



Mrs. Frederick W. Schwartz—Cross Examination.

Q. And was there a memorial window? A. I don't know.

Q. She did not say anything to you about that?  
A. No, sir.

Q. Did she ever tell you that the name of that place was "The Little White Bird"? A. No, sir.

Q. Nothing of that kind? A. No, sir.

10

Q. After the death of Miss Helen Sands, did Mrs. Sands live there pretty much alone? A. Except the hired man.

Q. Kept house herself? A. Yes, sir.

Q. How frequently would you come in contact with her? A. Well, I never went there unless I went to tell her or Miss Bessie that someone wanted to telephone; they used our telephone; and then I would see her on the street; she did not come to our house.

20

Q. You did not call on her socially at her home?  
A. No, sir.

Q. Nor she at your home? A. I did call on Miss Bessie, I think it is two years ago last fall; she came home and was there, probably a month, and then I called on her.

Q. Was her mother home at that time? A. Yes, sir.

Q. Was her demeanor other than usual? A. No, sir; I had very little conversation with her; just called on Miss Bessie for probably half an hour.

30

Q. During the last five years or so, Mrs. Sands' conduct about the house was not altogether acceptable to the neighbors around there, was it? A. Not very much.

By the Court:

Q. What was the exception they took to her conduct? A. Well, she did not love people very much; she was rather disagreeable.

40



Mrs. Frederick W. Schwartz—Cross Examination.

Q. In what way did she exhibit it? A. She would talk loud about you, but not to you.

Q. What would she say about people that was disagreeable? A. I cannot recall.

By Mr. Hunziker:

10

Q. Did she talk up in the air? A. Yes, sir.

By the Court:

Q. Where would she do this? A. In her yard.

Q. What would she say about them in her yard?

A. I could not hear very well.

Q. Did you hear her say something? A. Yes, sir.

20 Q. At the top of her voice? A. She always talked loud.

Q. When was this? A. The last year or so.

Further Cross:

Q. And you did hear about some movement on the part of the neighbors to have her committed to an institution? A. Miss Helen came and asked my father and mother to sign.

30 Q. I think you said you heard through other people, that some special movement had been mooted among the neighbors? A. Yes, sir.

Q. When was that? A. That was probably three or four years after her mother's death.

Q. Can you say whether it was Mr. or Mrs. Ruddick that spoke to you about it? A. No, sir.

Q. They did not speak to you about it? A. No, sir, they did not speak to me about that; they did not speak to me about it at that time, but they  
40 have talked about it since.



Mrs. Frederick W. Schwartz—Cross Examination.

Q. Since when? A. Since this discussion has come up—since we heard she was in the sanatorium now this time.

Q. They did speak to you about it now? A. Yes, sir.

Q. Did they say whether they were interested in it at that time? A. They were not. 10

Q. Now, during the year 1914, you have spoken of the several occasions when you met Mrs. Sands at social affairs; can you say about how much of the time during those years she was at Ridgewood? A. Well, I talked to her; the sale was in July; she was there the latter part of June, and then I talked to her; it was probably five or six weeks after the sale, that she told me the house had been sold; that must have been sometime in August. She might have been there more, but I don't know; she was there off and on. 20

Q. So you only met her on the occasion you have mentioned and several times after she spoke to you about the sale of the property? A. Yes, sir, and I could see her from my window.

Q. Were her actions peculiar around the house during that time? A. Well, sometimes she would have fits of temper.

Q. How would she exhibit them, and where? A. I have seen her come out of the door and scold the hired man. 30

Q. Talk very loudly? A. Yes, sir.

Q. Would she shout? A. Yes, sir.

Q. And shriek? A. Yes, sir.

Q. Use bad language? A. Yes, sir.

Q. Vulgar language? A. Not particularly vulgar; I don't think you call swearing vulgar.

Q. She would swear? A. Yes, sir.

Q. After her mother's death, or when you say 40



*Mrs. Frederick W. Schwartz—Cross Examination.*

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you observed that she had what you considered nervous prostration, did she ever, in your opinion, recover from that condition? A. Very much.

10 Q. At times or permanently? A. She recovered, I should consider, permanently from her condition, probably three or four years after her mother's death, and for the last four or five years she has been very much different, but she was always erratic.

Q. Now, at the time she told you about the property being sold, and "they won't get it," she told you they would not get it? A. Yes, sir.

Q. Did she tell you in what way she was going to prevent them from getting it? A. No, sir.

20 Q. After it had been sold and she told you they would not get it, did she say anything about how she was going to get it from them? A. No, sir.

Q. Did she ever tell you anything about appealing to President Wilson? A. No, sir.

Q. Or Secretary McAdoo? A. No, sir.

Q. Or other officials? A. No, sir; I never had that conversation with her.

Q. Do you know anything about her relations with her children while they were at home? A. Yes, sir.

30 Q. How were they, pleasant or otherwise? A. No, sir.

Q. Unpleasant? A. She was never what I would call an ideal mother.

Q. And did you know that at times she beat her daughters? A. I never knew that.

Q. Knocked them down and treated them brutally? A. No, sir, I never knew that.

Q. When did you last see her? A. This last summer.



*Mrs. Frederick W. Schwartz—Re-direct.*

Q. Do you know whether she had been to Washington then or not? A. I don't know.

Q. Well, you had several conversations with her about 1914? A. Probably not more than half a dozen.

Q. And that was when she would come to your garden fence and exchange a few words with you? 10  
A. Yes, sir.

Q. And you got away as quickly as you could?

A. When I finished what I was doing, I would come away.

Q. Did she say anything more about the property than that it was going to be sold? A. No, sir.

Q. Did she tell you, why it was going to be sold?  
A. I don't think so; she might have said it was going to be sold for debt, but I could not say about that. 20

Re-direct Examination by Mr. Morrison:

Q. Mr. Hunziker has asked you about Mrs. Sands talking about people and at them, but not to them; did she do that intentionally? A. I could not say.

Q. What seemed to be her object in doing that?  
A. I don't know.

Q. Did she say annoying things about them when in her presence? A. She was not given to fighting —not many people. 30

Q. When she was talking, as you have said, at people, but not to them, did she talk about these particular persons? A. She talked about those particular persons.

Q. And generally unpleasant things she would say? A. Yes, sir.

Q. Have you ever heard her talk about lawyers?  
A. Yes, sir. 40



Q. What lawyers? A. Lawyer Doremus.

Q. What did she say about him, that you heard her say? A. She used to call him "Lawyer Delirious," and she said that he was a fraud.

Q. Did she talk about any other lawyer? A. Yes, sir.

10 Q. What other lawyer? A. Mr. Halsey.

Q. What did she say about him? A. She called him "Lawyer Falsey."

Q. Did you hear her talk about any other lawyer? A. No, sir.

Q. Now, what other people did you hear her mention besides these two? A. I could not hear what she said.

20 Q. Was it Mrs. Sands' habit to talk in a loud tone of voice? A. She always had a very shrill, carrying voice.

Q. Did she ever talk to you when you were in your yard when she was in the street? A. Yes, sir.

30 Q. Did anything like that happen in recent years? A. Yes, sir, last summer one day we were playing tennis; it was a very cold Saturday, and I came out of the house, with some cups of hot tea, and she was coming down the street, and she called out to me, "Why, I guess you are going to have a regular English tennis tea party;" and I said, "What do you mean?" and she said, "Don't you know they always serve tea at English tennis parties;" and I said, "Yes;" and then she was walking along very slowly, and one of the guests came and got the tray and carried it to the company and asked them if they would not have some English tea, and the discussion of the English and the Germans started at once, and I put up a hand  
40 and said, "No discussions of war at my parties,"



and she could hear the conversation, and she laughed and went on.

Q. How far was Mrs. Sands away? A. Our court must be about 30 feet from the street, and I could hear her distinctly from that distance.

Q. Did she at that time speak in about her usual tone of voice? A. Probably she spoke a little louder, just calling to me. 10

Q. Mr. Hunziker has asked you about the relations between the mother, Mrs. Sands, and her daughters, and you said there was no beating or cruelty as far as you observed; what was their general attitude towards each other, the mother and the daughters? A. They were always antagonistic.

Q. When did that condition begin? A. As long as I have known them, ever since they were little girls; they were not really congenial. 20

Q. Was that a fairly continuous condition between mother and daughters, picking at one another? A. As far as I observed she was what you would call a very passionate woman; at times she was very loving and devoted, and then again, she would be antagonistic.

Q. Mr. Hunziker has asked you how frequently you talked to her in 1914; may I ask you how frequently you saw her in 1914? A. I could see her every day from my back door, from the garden. 30

Q. So that during 1914, you saw her practically every day when she was at home? A. Yes, sir.

Q. Part of that year she was at home? A. Probably half the summer.

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FRANK RUDDICK sworn, but withdrawn for the present. 40



*Robert N. Heath—Direct Examination.*

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ROBERT N. HEATH, sworn in behalf of the defendants, testified as follows:

Direct Examination by Mr. Morrison:

10 Q. You are sheriff of Bergen County and have been for several years? A. Yes, sir.

Q. You were sheriff in July, 1914? A. Yes, sir.

Q. Do you remember an execution sale in the matter of Phillips vs. Sands? A. Yes, sir.

Q. When that sale was advertised and the sale day came, did you see Mrs. Sands? A. Yes, sir.

Q. And have any conversation with her? A. Yes, sir.

20 Q. What was the conversation? A. She came in about 25 after two, after the sale; this was after the property had been sold, about five minutes after the property had been sold, and she had a little girl with her, and I informed her that the sale had taken place, and she said that she was very sorry to hear it, and sat down and cried, and she said she came there for the purpose of having it adjourned, and I told her that she should have telephoned me, and that I had telephoned her lawyer in Paterson, and the stenographer had answered the 'phone, and she was just there temporarily for a day, and she knew nothing of the case and did not know whether it was the desire of Mr. Smit to have it adjourned or not, the lawyer was out.

30 Q. Did you have any further conversation with Mrs. Sands? A. She said that she thought it was necessary to go to the attorney's office in order to get an adjournment, and that she had been to the city and had gone to the attorney's office in



Paterson and that was the reason for her getting there so late.

Q. Had you seen her on the day from which the sale had been adjourned; had you seen her on the first day? A. Yes, sir, I saw her the first day.

Q. Where did you see her; did she come to the office? A. I am inclined to think it was the day before the day set for the sale that she came to the office.

10

Q. Did you have any conversation with her then? A. Yes, sir.

Q. What was it? A. She requested an adjournment, and said that Mr. Smit would make the request in a formal way, which he did, and the sale was adjourned for a week.

Q. Now, did she come to your office again? A. Yes, sir, the day it was sold.

20

Q. And when was it she came again after the day it was sold? A. She was there several times after that; I think two or three days after that she came again the next time.

Q. Did she talk to you? A. Yes, sir.

Q. What did she talk about? A. She talked about the check that had been sent to me by a Mr. Pierson, an attorney from Hudson County, with a communication, and that that check should pay the judgment, and the check was received after the sale had taken place.

30

Q. Did you see her after you received the check? A. Yes, sir.

Q. I presume you told her that you could not receive the check at that time? A. Yes, sir.

Q. What did she say about that? A. She was of the opinion that it should be received; she said that we must receive it, and I told her that I would put it in the safe awaiting a decision from my

40



attorney in the matter; I told her that I did not want to see her lose the property and I would do everything I could in assisting her in retaining it.

Q. How long did you keep that check? A. Quite a while.

10 Q. Until after the litigation about the sale? A. Yes, sir.

Q. Then what became of the judgment? A. Then I returned it to Mr. Pearson.

Q. Did you see Mrs. Sands after the day on which she spoke about the check? A. Yes, sir.

Q. When was that? A. I should think it was about a week after that; she came to the office.

20 Q. Can you remember what she said at that time? A. She felt that everybody was trying to take advantage of her, and she had no knowledge whatever of law, and she felt that we were in duty bound to take the check after the property had been sold.

Q. Did she say she had an attorney, and referred to Mr. Smit or Mr. Pearson? A. She referred to Mr. Smit frequently, and to Mr. Pearson.

Q. Did you see her again after the last occasion you have mentioned? A. I saw her three times after the sale.

30 Q. Did you see her when she appeared before Judge Seufert? A. Yes, sir.

Q. Now, on the several occasions on which you saw her, how was she dressed; was she very slovenly or how was she dressed? A. I would say that she had too much clothes on; she was overdressed, possibly.

Q. What was her appearance; did she look to be a fine lady; was that the tendency, or did she look to be somebody from the lower walks of life? A.



*Robert N. Heath—Direct Examination.*

There was certainly an appearance of refinement there, but she was highly excited.

By the Court:

Q. Did she talk rationally or irrationally to you?  
A. Both; at times she was rational and at times she was not. On this subject she did not seem to be rational at times. 10

Q. Did she mention any lawyers that had charge of her affairs at that time, besides Mr. Smit and Mr. Pearson? A. She mentioned the name of Judge Doremus.

Q. What did she say to you about him at that time? A. She would call him "Mr. Delirious," and said that he had not treated her properly, and that he had taken advantage of her. 20

Further Direct:

Q. Judge Doremus was not the attorney for the parties who had placed the execution in your hands? A. Mr. Halsey was the attorney of record in that case.

Q. Did she seem to think that Mr. Smit or Mr. Pearson would attend to this matter for her? A. She thought that Mr. Smit would attend to it for her. 30

Q. Do you think that she knew that her property was about to be sold when she asked for an adjournment? A. The first time, yes.

Q. Do you think the day she came there after the sale that she understood before she left that it had been sold? A. Yes, sir.

Q. She understood that? A. Yes, sir.



*Robert N. Heath—Cross Examination.*

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Cross Examination by Mr. Hunziker:

Q. From your conversation with Mrs. Sands, you got the impression, didn't you, that she was an irrational women? A. She was highly excited at times; there was no question about that.

10 Q. Did you get the impression that she was crazy? A. I would not want to use that term; I think on this particular subject that she was very close to it.

Q. Do you remember meeting Mr. Randall? A. Yes, sir.

Q. Do you remember telling that you thought she was "luny"? A. I think probably I did; I don't think there was any doubt but that on this particular matter she was irrational.

20

By the Court:

Q. Did she talk to you on other subjects? A. Yes, sir.

Q. Did she talk rationally on those subjects; how long did she stay, for instance? A. She has been in the office a great many times, and before the day of the sale we had two former executions against her, and it was almost impossible some-  
30 times to get out of the office; she has abused me because of my actions in connection with previous executions; she would talk right freely, and told me a great many things that were of no interest to me.

Further Cross:

Q. Disconnected with the affairs you had on hand at that time? A. Yes, sir.

40



*Robert N. Heath—Re-direct Examination.*

Q. Do you remember having a conversation with Miss Sands about July or August, in which you expressed to her the opinion that her mother was irrational and not in possession of her full senses?

A. Yes, sir, I did; I told her that I had endeavored to get hold of her so as to explain the full situation, because I did not think her mother fully comprehended the situation. 10

Q. Did you think at that time that she was fully competent to fully take care of her own affairs?

A. No, sir.

Re-direct Examination by Mr. Morrison:

Q. You have spoken to Mr. Hunziker about the former executions; how many other executions than the Phillips' one did you have? A. There were at least two that were settled by money that she secured through the loan. 20

Q. Had the property been advertised for sale in the first one? A. No, sir, she made a settlement.

Q. Who brought in the money to make this settlement; do you remember? A. I think she did.

Q. Did she have any attorney acting for her while you held the two earlier executions? A. I could not say; I don't think that Mr. Smit came in the case until after the property was advertised; I think she spoke of an attorney that she secured this money through, but my impression is that she brought the money there herself. 30

Q. And how long before the Phillips' execution did you hold these other two executions? A. About two months.

Q. Sometime during the year 1914, then? A. Yes, sir.



*Frank Ruddick—Direct Examination.*

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FRANK RUDDICK resumes the witness stand.

Direct Examination by Mr. Morrison :

Q. You live in Ridgewood, next door to Mrs. Sands? A. Yes, sir.

10 Q. You are the defendant in this case? A. Yes, sir.

Q. Do you remember the purchase of the Sands property? A. Yes, sir.

Q. What first brought to your attention the fact that the property was to be sold? A. The advertisement in one of the papers—the “Hackensack Democrat” I think it was.

Q. Did you go to the Sheriff’s office on the first sale there? A. No, sir.

20 Q. Why not? A. I presumed that this matter would be settled up, and I did not bother with it, and when it was advertised the second time, I thought I might as well go down and bid it in.

Q. When you went down on the second sale day, how many bidders were there? A. I was the only bidder.

Q. No bid was made other than yours? A. No, sir.

30 Q. Who else was there; who was interested in this particular sale? A. There was no one there except Mr. Halsey.

Q. Was he Mr. Phillips’ attorney? A. He had the case there for Mr. Phillips.

Q. And you were there? A. Yes, sir.

Q. Did you see Mrs. Sands before you left? A. No, sir.

Cross Examination by Mr. Hunziker :

40 Q. What was your object in acquiring this property, Mr. Ruddick? A. It was advertised for



sale— Just to get a bargain to buy the property and invest my money.

Q. Had you had no disagreeable experience with Mrs. Sands previous to this sale? A. No, sir; no words of any kind; she refused to recognize us, I considered, but I don't know why.

Q. You had no animus against her? A. No, sir; 10  
no more than you would have against anyone who refused to recognize you on the streets.

Q. Since you acquired this property, you have been offered reimbursements for your expenditures by Mrs. Sands?

Mr. Morrison: We admit there was an offer made of reimbursement; there was no formal tender.

20

By the Court:

Q. Did you decline the offer? A. Yes, sir.

Further Cross:

Q. Did you know anything about Mrs. Sands' mental condition during the time she lived next door to you? A. I am no expert on mental conditions at all.

Q. You did not observe anything unusual? A. 30  
You could hear her talking around the neighborhood; she talked to her man.

Q. Could you hear her shout? A. She talked very loud.

Q. Was one motive of your acquiring this property your desire to get rid of her as a neighbor? A. That was not the motive.

Q. Was that in your mind at all? A. No, sir; it was not.

40



*Frank Ruddick—Cross Examination.*

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By the Court:

Q. What did you pay for it? A. I paid a trifle over \$4,000.

Q. \$500.00 was the bid? A. The sewer had not been paid for.

10

Further Cross:

Q. How did you learn of the day to which the sale had been adjourned? A. It was in the papers.

Q. It was not advertised, was it? A. Yes, sir.

Q. Sure of that? A. Yes, sir.

The Court: You may make him your own witness, if you desire, Mr. Hunziker.

20

Q. How long have you lived there? A. I bought that house in 1893, and I have lived there a little over two years.

Q. Did you have any social relations with Mrs. Sands during the time you lived there at all? A. Very little.

Q. Did you ever call on her at her home? A. No, sir.

Q. Did she ever call at your home? A. Yes, sir; a great many times.

30

Q. You remember the time her mother died? A. I think I was away at the time.

Q. Can you say, Mr. Ruddick, whether there was any change in Mrs. Sands' demeanor after the death of her mother? A. Yes, sir.

Q. What change was it? A. She got in a very nervous state.

Q. And how did she exhibit that nervousness? A. In a very highly excited condition.

40



*Frank Ruddick—Cross Examination.*

Q. And the times she called at your house, was that the fact during all the time that she lived on the property? A. No, sir.

Q. Until when? A. Not until about three or four years ago.

Q. Do you mean the visits then began? A. She has not been over to the house for three or four years, maybe a little longer. 10

Q. But nothing happened between your family and hers that gave reason for her not coming? A. Not that I know of.

Q. Was it before she discontinued talking to you on the street? A. Yes, sir.

Q. Did you ever consciously give her occasion for offense? A. Not to my knowledge.

Q. Or your family? A. Not to my knowledge.

Q. Did you ever observe Mrs. Sands about her house in an unbecoming condition as to clothing? A. I have. 20

Q. When was that? A. Probably about five or six or seven years ago.

Q. What was her manner at that time, her appearance? A. Her clothing was not as neat as it should have been.

Q. Was it improper? A. No, sir.

Q. Indecent? A. No, sir, except she went in her bare feet. 30

Q. What time of day was that? A. It was in the morning.

Q. Early in the morning? A. It must have been, because I am away at business all day.

Q. And when was it you saw her in her bare feet? A. About seven years ago.

Q. Did that happen more than once? A. Several times.

Q. About the same period of time? A. Yes, sir. 40



Q. Any interval between the occasions? A. I could not tell you.

Q. Do you know of her relations between her daughters and herself? A. Nothing, except hearsay.

10 Q. Do you remember when one of the daughters died? A. I heard of it.

Q. You know that she had moved the small house on the property to where it is now? A. Yes, sir.

Q. Did you ever have any conversation with her regarding the purposes of that? A. No, sir.

Q. Do you know that it was placed there as a memorial? A. I had never heard such a thing.

Q. Or that she had given it a fantastic name? A. I presume she moved it so that she could sell lots at Prospect Street.

20 Q. You know that her actions at times were quite peculiar, don't you? A. They were, yes, sir.

Q. And do you know, or did you know, of an occasion when some of the neighbors began a movement to have her committed to an institution? A.

My wife told me so, and one of Mrs. Sands' daughters wanted us to sign it, and we refused.

Q. Do you remember an occasion when some of the neighbors started a movement of that kind?

30 A. No, sir, I never heard of it.

Q. Did you know that Mrs. Sands had been in an institution several times? A. Yes, sir, I heard that she had been in twice.

Q. Do you remember seeing her around after she came out? A. Certainly.

Q. Was her condition then such as to impress you that she was not in full command of her senses? A. No, sir; I think she had been gradually getting better since ten years ago.

40 Q. When did you see her last—you don't think



*Frank Ruddick—Re-direct Examination.*

she is better to-day? A. I have not seen her since last spring; I saw her on the 5th of May of last spring, 1915.

Q. That was before you bought the property?  
A. No, sir, that was after.

Q. Did she ever come to see you about the property after you bought it? A. No, sir. 10

Q. Who came to see you to offer to pay back the expenses? A. Mr. Morrison told me he had that offer.

Q. Did you know that Mrs. Sands was endeavoring to interest the President of the United States and other high officials in trying to recover her property? A. No, sir; her daughter came to my office once in New York and wanted to settle the case.

Q. What was your objection to settling it? A. 20  
I thought I had bought it legally, and the place was mine legally, and I did not see why I should give it up.

Q. Has Mrs. Sands ever written to you? A.  
No, sir.

Re-direct Examination by Mr. Morrison:

Q. Mr. Ruddick, when Mrs. Sands came to you to ask to let her have the property back, did she 30  
bring any money? A. Not that I saw.

Q. Did she say that she had any money in a bank where she could get it? A. No, sir.

Q. Prospect Street is one of the best residence streets? A. It used to be the finest street in the town.

Q. Down in the part of Prospect Street where your home is, is that a residence street? A. Yes, sir.



*Frank Smit—Direct Examination.*

Q. What class of residence street would you call it? A. One of the better class.

Re-cross Examination by Mr. Hunziker:

Q. You are not willing to accept now reimbursement of all your expenditures with legal interest,  
10 Mr. Ruddick? A. No, sir.

Mr. Hunziker: I ask Mr. Morrison if he is willing to acknowledge that we are prepared to make such a tender now.

Mr. Morrison: Mr. Ruddick would not accept the tender.

Mr. Hunziker: We are ready to pay the money at any minute.

Mr. Morrison: The tender is up to the  
20 time these proceedings started; up to the time of the filing of the bill.

Both sides rest.

The Court: I will write a written memorandum in this case. It seems to me unconscionable that he should not be willing to accept a tender of the money in view of the irrational conduct of this woman for a series of years. I think we will hear Mr. Smit; you may re-open the case and put Mr. Smit  
30 on the witness stand.

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FRANK SMIT, sworn.

Direct Examination by Mr. Hunziker:

By the Court:

Q. Do you remember Mrs. Clara L. Sands? A.  
40 Yes, sir.



*Frank Smit—Direct Examination.*

Q. When did you first meet her? A. In the spring of 1914.

Q. What month? A. It was in March, 1914; she met me at the District Court in Ridgewood; I was about to try a case, and she came to me and she said there was an execution sale to take place within a few days at Hackensack, and I said: "You had better take care of it"; and she said, "I am." She said, "I am going to fool them all, I will have the money right on the minute"; and I said, "Be sure, or I will get an adjournment for you"; and she would not listen to it; she said she could handle her own affairs better than I could—that she had a friend in New York who was going to advance the money. The sale occurred without Mrs. Sands being there—she having been disappointed in raising the money necessary to pay the judgment and execution; but that was her attitude at all times towards me; she refused to do as I told her, and she questioned everything I did; in fact, she was always hostile towards me; she acted that way. Every move I made was questioned by her. 10 20

Q. Did she retain you? A. Yes, sir; after the sale, though.

Q. Not before? A. No, sir.

Q. Do you remember your appearance before me in the Court of Chancery on the affidavits? A. Yes, sir. 30

Direct Examination by Mr. Hunziker:

Q. How many interviews did you have with her, Mr. Smit, before the sale? A. I met her on that one occasion before the sale.

Q. Had you been acquainted with her before that time? A. No, sir. 40



Q. How did she come to approach you? A. Just a moment,—oh, it comes back to me; I had written to her at one time concerning a claim against her, which later on was settled.

Q. Had you any personal acquaintance with her at the time she spoke to you in Ridgewood?  
10 A. No, sir.

Q. When did you meet her after that, the next time? A. That was, I think, on the night after the sale.

Q. You are quite sure you did not have any interview with her between the conversation at Ridgewood, until after the sale? A. Yes.

Q. Did you procure an adjournment of the sale for her? A. I cannot remember just now.

Q. Do you now recall that you did meet her again before the sale, after the Ridgewood meeting?  
20 A. Yes, sir, I do.

Q. Did you have more than one interview with her after the Ridgewood meeting? A. I think I did.

Q. Where? A. At the office, at my office.

By the Court:

Q. What did you tell her to do? A. I told her  
30 she had to raise that money within a week, and she said she had a friend in New York and other friends in New York, who were going to attend to her financially.

Q. Did she talk rationally to you at that time?  
A. Yes, sir.

Further Direct:

Q. Did you know that she had procured a check  
40 which she delivered to the sheriff the day of the



sale, or rather, several days after the sale; did you know that she did procure money which she gave to the sheriff a few days after the sale? A. Yes, sir.

Q. Well, now, at all the interviews that you had up to the time of the sale and immediately after; what do you say as to whether she talked sensibly? 10  
A. On most subjects she talked rationally.

Q. On what subjects did she not talk rationally? A. About her property; she was most peculiar about her own property.

Q. She was irrational about her property, was she? A. Yes, sir.

Q. How did she exhibit this trait to you, in what way? A. I could not advise her what to do; she would not accept the advice; she was arbitrary and would always do as she pleased. 20

Q. What did she say to you? A. She would say, "No, I can take care of that myself, I am going to see a friend of mine in New York"; I would say, "Mrs. Sands, won't you let me take care of it"? and she would say, "No, I can take care of that myself. I can fool them all."

Q. Did she tell you how? A. By obtaining the money in a quiet way from these friends in New York and flashing it on the sheriff at the time of the sale. 30

Q. Did she say anything to you about other lawyers? A. She spoke to me about Judge Doremus.

Q. In what way? A. In a derogatory way.

Q. What did she say about him? A. That he was behind a scheme to get or take this property from her, and that all her troubles were due to Mr. Doremus and to his plotting and scheming.

Q. And anything about any other lawyer? A. Not at first. 40



*Frank Smit—Direct Examination.*

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Q. Well, at any time during that period? A. Mr. Halsey, who was the attorney for the judgment creditor, he was the lawyer criticised later as being only a tool of Mr. Doremus.

10 Q. As a matter of fact, so far as you know, did Mr. Doremus have anything to do with these legal proceedings at that time? A. Not at this time.

Q. Now, you afterwards instituted a suit for her, didn't you? A. Yes, sir.

Q. In an effort to have this sale set aside? A. Yes, sir.

Q. How did Mrs. Sands act during the pendency of that suit in reference to following your advice and consulting you? A. She would never take my advice; if I would advise her to do this or that, she would have her own opinion about it.  
20 She would write to judges about this matter; for instance, Judge Gummere and Judge Garrison and other prominent people.

Q. Do you know, as a matter of fact, that she did write to the judges of our courts? A. She wrote those letters and read them to me before she mailed them.

Q. What was the tenor of those letters? A. She always complained about this same person, Judge Doremus, that he was trying to cheat her out of her property.  
30

Q. That was the general purport of the letters? A. Yes, sir.

Q. Well, now, you afterwards instituted a suit in the Court of Chancery? A. Yes, sir.

Q. What was your experience with her in regard to that? A. Well, she was obstinate, too, and refused to sign any affidavits; I had to reason with her for hours to persuade her to sign any papers at all; she would have nothing to do with  
40 Chancery; someone had told her to stay out of



*Frank Smit—Direct Examination.*

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Chancery, and she would not bother with Chancery.

Q. Did she ever show you any letters to other persons than the judges of our courts? A. One to President Wilson.

Q. When was that, with reference to this sale?

A. Oh, that was almost—

Q. With reference to the first visit to you? A. 10  
A year later, I guess.

Q. Now, Mr. Smit, did Mrs. Sands also have correspondence with you? A. Yes, sir.

Q. And have you still got her letters to you?

A. Yes, sir.

Q. Could you produce them here? A. I could.

Mr. Hunziker: I ask the Court to allow  
me to put the letters to Mr. Smit from Mrs.  
Sands in evidence. 20

Mr. Morrison: I have no objection, if  
they relate to these transactions.

Q. What was your impression, Mr. Smit, from  
all your dealings with Mrs. Sands, as to her con-  
dition of mind?

Mr. Morrison: I object to it, because the  
witness is not qualified.

The Court: Objection sustained. 30

Q. Now, when she first came to you and en-  
gaged you as attorney, did she pay you anything?

A. She paid me \$20.00 during July of that year.

Q. Is that the only payment she made to you?

A. Yes, sir.

By the Court:

Q. Was it at those interviews that she told you 40  
she was going to write letters to the Court? A.



*Frank Smit—Cross Examination.*

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She first began to talk that way in the fall of 1914, months after the sale.

Mr. Hunziker: You will produce your letters, Mr. Smit.

10 Cross Examination by Mr. Morrison:

Q. The claim that you said you first attempted to collect from her, you said that was settled? A. Yes, sir.

Q. Who made the payment? A. I have forgotten whether it was Mrs. Sands or Mrs. Ruddick, or the one who holds the first mortgage on that place, or did hold it.

20 Q. How large a claim was it? A. \$150.00 or \$160.00.

Q. And you say Mrs. Sands spoke to you in the District Court about an execution? A. It was the Phillips-Sands execution.

Q. You said she was irrational as to her property, and that you suggested that she let you attend to this matter for her? A. Yes, sir.

30 Q. Did you tell her you could get her the money with which to settle the judgment? A. I offered to try to find a person who would advance the money to her if she would let me, but she said she could do it herself; I said I would try to find the money for her.

Q. You did not have the money personally to lend her? A. No, sir.

Q. Her answer was that she had some friends in New York or elsewhere who would lend it to her? A. Yes, sir.

Both sides rest.



*Complainant's Exhibits.*

Mr. Hunziker: My view of the matter is that this sale is absolutely voidable once the Court reached the conclusion that this judgment found was incompetent. In the first place, I won't rehearse the facts which the witnesses have detailed; your Honor will remember that as well as I do. We have in evidence the inquisition and finding of the jury in that matter, which declares—July 21, 1915, the inquisition was—the finding in that matter was—(continues argument). 10

So that, upon this statement of the law, I submit that Mr. Ruddick was bound to know that this woman was incompetent, and that it would be unconscionable for him to retain this property on the offer as we have made it in this cause, perhaps not formally, but it is understood to be so, his being reimbursed for all his outlay. 20

I offer the inquisition.

The Court: Yes. I will write a memorandum opinion.

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**Complainant's Exhibit C1.**

STATE OF NEW JERSEY.

BERGEN COUNTY SURROGATE'S OFFICE. 30

I, Robt. A. Sibbald, Surrogate of the County of Bergen, do certify that on the eighteenth day of August in the year of our Lord one thousand nine hundred and fifteen, the Orphan's Court of the County of Bergen, admitted Elizabeth R. Sands of the County of Bergen as Guardian of the Person and Property of Clara Lorraine Sands being a lunatic. 40



*Complainant's Exhibits.*

Witness my hand and seal of office this second day of September in the year of our Lord one thousand nine hundred and fifteen.

Robt. A. Sibbald,  
Surrogate.

10

**Complainant's Exhibits C2 and C3.**

(Envelope post-marked Ridgewood, N. J., May 7,  
5 P. M., 1914.)

Addressed—

Mr. Frank Smit,  
Second National Bank Building,  
Paterson, New Jer.  
(Letter)

20

341 Prospect Str.  
Ridgewood, N. J.  
5/6/14

My dear Mr. Smit.

Enclosed please find date received from the clerk of 3 Dist Court before "Judge P. Stagg on default. February 26th 1914"

30

It seems to me that Mr. Hutton should by all means be subpoenaed for he came to Mr. Halsey's office (in response to *my* request) and stated "all I want is the face of my bill will let the int go" thus showing conclusively that he had Higginson put up as a "dummy" when he found he could not force me to pay him a bill Mr. Higginson had contracted in *his own name* and I had already paid

40



*Complainant's Exhibits.*

him for *over two years previous* (?) Mr. Higginson also said "I will wave a few dollars owed me, if the face of the bill is paid by Mrs. Sands to Mr. Hutton"

A strange anomaly that pair of men?

I do not feel that I would be doing justice to myself if lenient to either man for they both show dishonor and dishonesty in attempting to "*do*" me? Higginson is "an embezzler" Hutton is "trying to extort money from me *under false pretenses.*" (You will furnish the *technical name* for him)

10

Both charges deserve punishment from my point of view. *You* know that Mr. Hoitsend had to finish the work Higginson was paid for an abandoned *unfinished*

Do not forget to put that *strong* in your complaint I trust you got Mr. Hoitsend's brother on the phone and that he will have a "rush of conscience" and attend to a few things done badly as soon he can it would take but a few hours.

20

Sincerely,

Clara Lorrane Sands.

30

Hoboken, N. J.

6/5/14

My dear Mr. Smit.

Enclosed kindly find the letters from Mr. Halsey to both Mr. Albansoder the mortgagor also his lawyer Mr. Pierson I never knew of the judgment in the Higginson case until informed by the lawyer through Mr. Albansoder. Mr. Hulsey told me

40



*Complainant's Exhibits.*

---

positively that Mr. Hutton was not in this at all but when I suggest to him to put both men "on their honor" and send, for Mr. Hutton he did, and Mr. H said he only wanted the face of the bill no interest. If he was not in it only Higginson why should he say that?

10

It looks very much to me like a frame up.

Mr. Higginson asks for nothing but the face of the bill paid he said I owed him a few dollars but he would wave them providing I paid Mr. H a bill which was made in Higginson's name and to his address Circle Ave. As you can see on the bill.

As he was under contract I did not pay any attention to the material so do not know what came

20

Please explain to the court I received the notice to appear but saw Mr. Hulsey that forenoon and he never notified me that judgment had been given by default nor notified me he would not wait at least I never received any word to that effect Mr. Hutton ought to be subpoenaed for he is to my mind the "steerer" so to speak "the man behind the gun"?

Will you notify me when the case comes in court? As sending this special that you have it on time

30

Sincerely,

C. Lorrane Sands

40



*Complainant's Exhibits.*

(Envelope post-marked New York, N. Y. Jul 24  
1 P. M. 1914 Sta. E.)

Addressed—

Mr. Frank Smit  
Second National Bank Bldg.,  
Paterson, N. J.

10

Ladies Waiting Room  
James McCreery & Company  
Thirty-fourth Street  
New York

7/24/14

My dear Mr. Smit:

After due consideration I do not feel that I can  
served those summons to the "Rutticks"; for it  
would be a bit like putting a "Sands" on their level  
and I am not in for revenge nor animosity but  
seeking through an able attorney for JUSTICE  
AND PROTECTION which I trust we may pro-  
cure, so, it would be better from my point of view  
that legal service would be more becoming you  
could sent by special delivery letter? I am on my  
way to keep an appointment with Governor Fielder  
at Sea Girt principally in reference to asking an  
"introductory letter" to the Gov. of Mo. that I may  
take it along when I go west for my CASH! and  
incidentally ask him WHY I was refused twice at  
the Trust once at "First National Bank" in Ridge-  
wood the loan I have a just right to? I did not get  
the money until this A. M. so will take it to you  
early Mon. A. M. You would not get it before that  
any way and I want to say something to you "alls  
well that ends well" will be our solution of what

20

30

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*Complainant's Exhibits.*

---

at first looked such a "tangled problem" YOU  
ARE ABLE!

Best wishes  
Sincerely

10

Clara Lorraine Sands

---

(Envelope post-marked Ridgewood, N. J., Aug. 17,  
5:30 P. M., 1914.)

Addressed—

Mr. Frank Smit,  
Second National Bank Bldg.  
20 Paterson, N. J.  
1—Sands—Crest"

Ridgewood, N. J.  
8/15/14.

My Dear Mr. Smith:

30 On my return find your letter containing bill  
which I am so sorry about The gentleman who  
was to advance me the money had to go to his  
family in a hurry to Adirondacks, but I except  
him here on Wed I went to the person who bor-  
rowed of me but could get no money for the banks  
require 60 days notice for over \$50. Such a handi-  
capped woman!

I am only annoyed on your account but am sure  
I shall have it when my friend Mr. R comes.

I wonder what the judge's decision will be?  
Also Judge Stagg I was quite ill last week in bed  
40 the greater part of the time up in the boarding



*Complainant's Exhibits.*

house where I wintered once 56 str I had intestinal indigestion and I had to consult a physician I suppose it was caused by something I've eaten together with the reaction from the *strain* of the past year!

Am feeling better but shaky yet. The minute I get the cheque will send to you for I appreciate you need it and have worked hard for me.

10

My daughter looks fine she took me to Brighton she went in bathing after we dined at Oriental and the day was very pleasant, fine music!

Will you write me about the decision?

With best wishes

Sincerely

Clara Lorrane Sands 20

P. S. I revised that letter and wrote only two small pages in an effort not to get Mr. Heath in trouble mapped them together the blue print addressed to Judge Seufert, Kingston, N. Y. and left them at a friend's house, who mailed it, so it was one of the "was to be" affairs.

Sale was made under false pretenses, advertised under false pretenses also my deeds are in two parcels recorded so.

30

Mr. English was in touch so to speak: with me before the publication and called here one evening and saw for himself how much equity was on 1st floor over sufficient for 374 bal and costs to be deducted How did Mrs. Ruddick KNOW the sale had been postponed?

No one else but the sheriff lawyers and myself knew James sends an affidavit sworn to before Notary Public. Ask for my letter sent sheriff while I was ill Sheriff promised if money was there by

40



*Complainant's Exhibits.*

Monday he would not deliver deed WHO forced his hand? Why did he include the Hutton-Higginson bill which WAS PAID?

Mr. Walter Scott saw James when he came to deliver a paper!

10

(Envelope post-marked New York, N. Y., Jan. 12, 1915, 1 P. M., Penn. Term. Sta.)

Addressed—

Mr. Frank Smit,  
Second Natl. Bank Bldg.  
Paterson, N. J.

Hotel Breslin, New York

1, 12, 15.

20

My dear Mr. Smit

Do you think you are *impressing* the court *sufficiently strongly* that the sheriff *made a blunder* in not finding my "equity" in the case and levying on the personal?

30

Also that he was in possession of the funds 5 whole months and Judge S also held his decision equally as long, and that that deputy did not perform his duty (if he did go up to the house for the purpose of serving me with a notice) he should have tried *every door* and then if unsuccessful tacked the notice on jam of front door or slipped it under. They have a slipshod way of SERVING papers up there any way I have frequently read where men have had to do all sorts of things to serve a paper *personally*?

Shall see my people to day and see you on my way home.

40

Very truly,

Clara Lorrane Sands



*Complainant's Exhibits.*

(Envelope post-marked Hudson Term. Sta., N. Y.,  
5/7/15, 3 P. M.)

(envelope addressed)

Mr. Frank Smit

2 National Bank Bldg.

Paterson, N. J.

10

Friday A. M.

My Dear Mr. Smit:

On my way to the train yesterday I was "held up" by Mr. Neskie (?) the former deputy of the Sheriff to serve a paper on me ordered by Frank Rutteck in which they give me twenty days (26 May) to file my reply so I have the papers that included and am on my way to Chief Justice G. also Mr. Bougoeis Pres. of Bar As. of N. J. State. 20

Im in *dead earnest* I have an appointment at Savoy with my daughter at 5 today she will give me some money I had her on the phone this A. M. And will send it to you immediately by telegraph or special delivery. That little Francis is a jewel I have thought of her so often since holding her the other night Remember what I told you *Don't become a polition* for her sake also your lovely wife? 30

You will regret it if you do. There's *enough legitimate* to go around.

No chancery for me the fight must be continued to the finish.

In the open

Clara L. Lands

40



*Complainant's Exhibits*

(Envelope post marked—  
New York, N. Y.  
5/10/15  
10-P. M. Sta. N.)

10 Sands Crest,  
Ridgewood, N. J.

Addressed—  
Mr. Frank Smit,  
2 "National Bank Bldg,"  
Paterson, N. J.

My Dear Mr. Smit:

My daughter cannot advance me money so—I shall have to find some!

20 On my way to the Station on Thursday 6th the "deputy" served me with a notice that I had just 20 days to file my reply to the "*demand for possession*" which "Ruttick" issued, so I went to Newark to see the Chief Justice But, he had gone to his country home where I followed yesterday A. M. only to be told the man of his name knew nothing about him so I came up to the city this A. M. and stopped downtown at a couple of offices of which I shall relate to you *verbally*, I also called on Mr.  
30 Doremus and he attempted to intinadate me at first but wound up by assuring me of his "deep interest in my welfare." We will let it go at that?

I have much to do tomorrow in Ridgewood and will see you on *Wed* A. M. May 12 which leaves just 8 days. Can you possibly cling to my cause? Could it be brought before a "referee"? There's a reason, a purpose, why I cannot get the money? I have a surprise for *Ridgewood tomorrow you*



*Complainant's Exhibits.*

---

*will enjoy it* am sure Tomorrow is to be election day! Am on my way now home.

I may see you in the evening if I am not too tired if so Wed A. M. so try to decide which way "Briefs" are my abominations. But I'm just a bit wilful?

10

Sincerely,

C. LORRAINE SANDS.

---

(Post card)

Post marked

Trenton, N. J. 5/15/15      20  
3:30 P. M.

Addressed:

Mr. Frank Smit,  
2nd National Bank Bldg.,  
Paterson, N. J.

My dear Mr. Smit:

Will see you on my way home Monday in time 30  
to see that I get "Justice."

CLARA LORRAINE SANDS.

40



*Complainant's Exhibits.*

(Envelope post marked

Washington, D. C.

5/19/15

1-30 A. M.)

Addressed—

10 Mr. Frank Smit,  
2 "National Bank Bldg.,"  
Paterson, N. J.

THE NEW WILLARD  
WASHINGTON, D. C.

5/16/15

My Dear Mr. Smit:

20 *Officially* am told that "chancery" is to be  
*strictly avoided* but *knew* it all the time.

I did not ask my friend for the money. And if  
anybody attempts to *force me into* "Chancery" *it*  
*shall be at their peril* (notwithstanding all the  
lawyers advocate it) (?)

30 Shall leave here as soon as possible, and see you  
on my return A. M. after getting the papers, I re-  
quired at Trenton went to Phila. and arrived here  
this A. M. 7 o'clk surprising many of my friends.  
Washington is certainly looking beautiful! I have  
an appointment with the "attorney general" in the  
morning. If that "brute" is not soon *caged* he  
shall get on my nerves! for am tired of the whole  
"frame up" and demand peace and to be un-  
molested and to live like a human!

40 You should make a complete denial of their right  
to even serve me with client spurious paper but  
you know what my letter reads am still maintain-  
ing my every fiber of my being resents such an  
action. You know full well it would be like sign-



*Complainant's Exhibits.*

---

ing my death warrant in order to screen the  
"push."

I warned that old man they are trying to tangle  
you also but I have a suspicion which I shall ex-  
press to you later on my return.

Hastily,

10

CLARA LORRAINE SANDS.

---

Envelope

Post marked "Washington, D. C.

May 20, 1915, 1:30 P. M.

Address:

20

Mr. Frank Smit, 2"

National Bank Bldg.,

Paterson, N. J.

"CHANCERY" HATH NO CHARMS FOR C. L. S.

The NEW EBBITT

Army & Navy Headquarters,

Washington,

D. C.

30

5/20/1915

My dear Mr. Smit:

It was not my intention to have remained until  
this date here, but, things have shaped themselves  
in such a manner that it has become imperative also  
necessary. I trust you shall do (if you have not  
already) what I wrote you to "enter a denial" to  
the right of Mr. Ruttick to demand possession on

40



*Complainant's Exhibits.*

---

the plea of FALSE SALE and false everything by all concerned in the CONSPIRACY.

10 In all probability I shall have gotten things in CORRECT SHAPE (have started the ball a'rolling) and shall be like the man in the play of around the word in eighty days "bob up serenely" at the very right minute. *Please* be careful and do not permit the *sharks* to draw you into any schemes for *you have a career to make* some men are near the close of theirs? I want to see you "a star" as I have reiterated I feel that you are not "WISE" to some of the "chickanery" "sub rosa" but also know *you do not want to be*. Kiss little "Francis Clyde" for me. Best wishes to the good wife.

Sincerely,

20

C. L. S.

P. S.:

30 My long standing friends here have been most gracious altho my time has been mostly consumed in minding my own business (eleventh commandment). Have dined and lunched with them severally; last night attended a moving picture and lecture on "Child Labor in the South" at the "Pension Club." Later in the eve a reception by Lincoln Post and lecture by the U. S. Representative who went through Palestine. Very enjoyable. Certainly a "change of thought."

C. L. S.

40



*Complainant's Exhibits.*

THE NEW EBBITT  
Army & Navy Headquarters,  
Washington, D. C.

5/20/15

Esteemed President:

10

May I beg of you to see that "Justice" is given me? By *commanding* "Chief Justice Gummear" at Trenton, N. J., to send you the letter I wrote him early in April, 1915! Also to "George A. Bourgeois" Atlantic City, N. J., Pres. of N. J. Bar Assn., for the letter I wrote him April 24, 1915. Also "C. S. Hamlin" Federal Reserve Board in Washington, D. C., my letter to him May 16th, 1915.

20

I have the originals here in my possession also their replies: for comparison. I only ask for *FAIR PLAY*? Am being victimized by a "conspiracy" my inheritance is "fee simple."

I have no alternative nor redress (having been shifted by lawyers and judges from pillar to post so long) but, to put myself and dear and only daughter at your mercy to see that we are permitted to live our lives unmolested for I have endured all it is possible to bear and were it not for my "trust in God" and "my President Wilson" would surely be discouraged (?)

30

But, am bouyed up by "Hope" that all will be well yet (?) The "letters" shall be explanitory. I have also with me my affidavits which "Chief Justice Gummear" returned to me and copies of records from the books at Trenton, N. J., which (if I mistake not the man), shall fill you with surprise and indignation that my daughter and I have

40



*Complainant's Exhibits.*

---

been subjected to at the hands of men "high up" but am thankful you are "highest up" and that I may hope to approach you in these matters.

10 I wrote you at Exeter last July regarding a certain man in Ridgewood, N. J., he still continues to be a flagrant wrong doer in our municipality have also proofs which I can give you as "TRUTHS."

I beseech of you for our townspeople as well as an individual to look into the matters; I know how troubled you are nationally but it means ALL TO ME MY HOME AND THE MEANS, OF MAINTAINING MYSELF LEGITIMATELY!

20 MY DAUGHTER CONTRIBUTES TO HER OWN SUPPORT AS A "TRAINED NURSE" BUT MY INHERITANCE *STANDS FOR HERS ALSO* (.) IS THERE ANY LAW TO FORCE ME INTO CHANCERY. WHEN EVERY FIBRE OF MY BODY REBELS?

Thanking you for your courteous attention

Sincerely,

Clara Lorraine Sands,  
"Sands Crest,"  
Ridgewood, N. J.

30 I am anxious to return home, when may I?



*Complainant's Exhibits.*

(Envelope)

Addressed:

Mr. Frank Smit,  
 c/o Mr. Eelman,  
 #818 Market St.,  
 who will show you Mrs. 10  
 S. house at the terminal  
 of Haledon Car Paterson  
 Politeness of Mr. S. B.  
 Nash, esq.

6/6/15

Mr. Frank Smit,  
 Second Nat. Bank Bldg.,  
 Paterson, N. J.

Kindly give to the bearer *all the papers, cheques,* 20  
*etc., etc., etc.,* you possess of mine in connection  
 with the "Higginson-Hutton vs. Sands" Case, which  
 you signed the "Summons" papers for (which I  
 should have had the prerogative of *opening up my-*  
*self instead of the other side*)?

The case as I understand it from Mr. Halsen,  
 you had postponed until May 8th to come up in R.  
 on *Tuesday* next.

*I shall be represented* that is simply a "flim flam" 30  
 verging on Blackmail?

Am writing you a letter which you shall receive  
 by first mail tomorrow perhaps at your home to-  
 night. Notify Mr. Morrison.

Thanking you

Sincerely,

Clara Lorraine Sands.

The bearer is Mr. Sidney B. Nash, Esq., a friend 40  
 of our family.



*Complainant's Exhibits.*

Envelope post marked  
New York,  
Jun 7; 10 P. M.  
Sta O.

(Addressed)

10 Mr. Frank Smit,  
Second National Bank Bldg.,  
Paterson, N. J.

6/6/1915

My dear Mr. Smit:

I had intended to have "Mr. Nash" also get the  
"affidavit of Mr. Chas. J. Hardy" which came as  
"a surprise" to me before signing the "briefs" for  
20 "chancery," so if I *may request you to mail me a*  
*copy will be greatly obliged* I am at (almost a loss  
to interpret *your* attitude to me as "*your client*"  
for since it has so suddenly occurred to some one  
(?) to have Miss Sands appear upon the scene,  
there has been considerable "bungling" going on  
*by the other side* trying to justify their atrocious  
acts.

To find "Mr. Chas. J. Hardy" figuring in the af-  
fair at all is *enough for me*, for altho he pretends  
30 to be my daughter's friend and adviser and his  
wife her friend also they falsify themselves for they  
are not. Poor dear is so blind to their perfidy  
light shall come, why did you not *tell me they had*  
*been negotiating?* As *your client my interests*  
should be *uppermost?* As far as "chancery pro-  
ceedings are concerned I refused to subterfuge, and  
was correct! in so doing, but, with you on one side  
*threatening* to throw up the case then and there if  
I did not "and telling me Chancery was my only  
40



*Complainant's Exhibits.*

hope." And Miss Sands on the other hand *threatening* also if I refused that she had already three Drs. to pronounce me "incompetent to manage my own affairs" were I a wash woman nobody would trouble themselves (a paradox forsooth).

I signed! As you know too late! You said not one word to me concerning "Chas. J. Hardy" I only *found it out myself*. And when I also found his affidavit *snugly* fitted into the middle of the preponderous document I was to sign well. I signed it knowing full well it was malpractice but did it to save Miss Sands and add to the list of conspirators which shall be proven whom they are. Publicly!

You were very gracious in the early part of the game. I went to Mr. Wise in order to have "a consultation" together—did I have that? You can recall what I remarked that they in connection with making my will under such circumstances? This whole affair savors of Darkest Russia instead of Dear Free America!

My daughter is dominated by influences contrary to her birth and breeding. And that you would permit Mr. Hardy to attempt to gain control of my inheritance over Mrs. Rutticks head, is simply amazing to me!

In order to do that legally another sale would have to take place and my friend Mrs. Albansoder who holds my mortgage would have first to say in the whole matter—she is my friend!

I have written Mrs. Ruttick about the scheme. The "false sale" on July 8th, 1914, lawfully required three bidders to be knocked down to the highest but Mrs. Ruttick had had inside information and was the only and highest. Why James my caretaker or any of my neighbors could have



*Complainant's Exhibits.*

10 overbid that amount, \$500 FANCY! Now, Mr. Smit, this is a very serious affair. Mr. Doremus never dreamed it would assume such proportions but it has unfortunately and all connected with it and he shall have to get out the best way they can (if they can) for I mean to give it all the notoriety possible and be vindicated and re-established and in sole possession of my inheritance.

The common law by which New Jer is ruled is an old foggy absolute one of England but fortunately it says "Possession is 9/10 of the Law." So if any one dares to molest an ioata, there it shall be at their peril!

20 I wrote you from Phila to enter a general denial to the eviction notice upon the plea of False Sale also False everything.

I have the original letters also one I reiterated that in a letter from Washington a couple of days later which came within the time limit May 26th, 1915.

30 I shall be represented at Ridgewood Court Tuesday. That is simple a "flim flam Blackmail" but hinges hinges upon the case of Philipps also he was but a "figure head" The idea of the sheriff sending back my money after 5 mos. and paying Mr. Phillip in December while the case was pending more maeppractice? It is a stupendous steal by the Dictator? but I may be the means of reforming some of the law I trust it may be so for I should feel I had surely been of service to humanity in New Jer to let those men see me as "Portia."

40 "Every pound of flesh but *not one drop* of blood"! I shall live out my promise to you that your work has not been futile but paid for as soon as possible You are a young man *Climbing* but as I have repeatedly advised you Be honorable even if the glit-



*Complainant's Exhibits.*

ter of gold is attractive It cannot buy a clear conscience nor clean hands for tainted money brings no luck to anyone only sorrow and disgrace.

Very truly,

Clara Lorraine Sands. 10

That little daughter appeals to me, and I'd like to see her father "a star" in the profession.

6/6/1915.

Mr. and Mrs. Ruttick:

This is certainly an unfortunate situation for all concerned, and I am truly sorry, but I have maintained a strict noncombative attitude, but *also a decided one to maintain Justice.* 20

Your counsel never imagined I would "*put him on his Metal,*" but it is an inevitable, did I not, I should lose my "self respect" *and of that I am made up very largely.*

I wish to say, however, that your "first Counsel" the "*Man behind the gun*" is playing *you false* as he does everyone he told me you had complained to him of his neglect, and he had told you he was not in, it (?) Only Mr. Morrison Ahem Ahem! That is his stock in trade they tried to force me into "Chancery" but failed had they succeeded their game was to "oust you" "(Altho I did sign) under protest. 30

Law, as dispensed by Bergen Co. judges and lawyers in fact the entire judiciary up to Trenton is a *very deep and dark and tretchurous game* but shades of my father and my study of the law all 40



*Complainant's Exhibits.*

---

last winter. I am able to spar with them, one and all, my slogan is watch me! and my attitude is for righteousness and Justice which I mean to get notwithstanding the "juggling" which has been enacted.

10

Very truly,

Clara Lorraine Sands.

---

113 West 93rd. Manhattan,  
6/7/1915.

Esteemed President:

20

I am here a fugitive from injustice forced to turn to you for aid. I am being made the victim of a deep plotted conspiracy of a crowd of lawyers and judges in Bergen Co. and all the way up to Trenton where N. J. law terminates unless crime can be contended. I can prove one I wish to take my case to the Supreme Court of U. S. A. for it shall uncover much, but I merely want simple justice and to be given permission to make my legitimate living at my inheritance at my home-Sands Crest, Ridgewood, N. J. N. J. has been and is still by old obsolete English laws many people have smarted under them. I have been too busy fighting to feel the sting, however, but it has become unbearable and monotonous to waste my precious life with quarreling with tricky Ex-Judges, Judges, lawyers galore, Chief Justices &c. &c. &c. have become immune to their intimidations and demand rest and peace so appeal to you personally to let me know how to proceed (without a lawyer, they

30

40



*Complainant's Exhibits.*

are a cowardly lot) to maintain peace in my inheritance which "Cornelius Doremus" an "Ex-Judge" and former "Czar" of Ridgewood has made up his mind he wants to possess. If it becomes impossible, I shall go again to Washington. I was down and at the invitation of "Mr. John Barret" attended the ball of the Pan Americans also listened to some of the conferences and had the extreme pleasure of shaking hands with you by appointment of Mr. Tumulty who is a "mutual friend" of mine.

10

I hesitate to broach this to you but have no alternative for am hounded so fast and furiously by C. D. that he must desist or he shall have gotten on my nerves and my health is my greatest asset.

May I send you my affidavits or you send me a "federal of justice" to investigate?

20

I trust you will forgive me for the manner in which I have striven to have this reach you, but I am at a loss what else to do.

Awaiting your reply, Sincerely,

C. L. Sands.

---

#113 W. 93rd St., Manhattan,  
6/7/1915.

30

My dear Miss Margaret Wilson:

May I beseech of you to place this note in your father's hands? I went to Washington a week or two ago and gave all my papers to Mr. Tumulty who returned them with a very courteous note saying that my affairs were "State ones" but as I fount at the highest Court in N. J. compounded

40



*Complainant's Exhibits.*

feloneous law, decided 'tis not Trenton I want but United States Court of Justice am a refugee from *injustice* at present in N. Y. and have also written Attorney General Gregory and await his reply.

10 Thank you for your courteous attention.

Sincerely,

Clara Lorraine Sands,  
Sands-Crest,  
Ridgewood, N. J.

20 Envelope post marked—  
New York N. Y. Penn. Term.  
Sta. Jun 9 12-M 1915.

(addressed)

Mr. Frank Smit,  
Second National Bank Bldg.,  
Paterson, N. J.

6/8/1915.

My Dear Mr. Smit:

30 I saw and talked with Mr. Nash this A. M. and he tells me there is a "*suspension*" which is very good! but, may I ask you to *please* send me the copy of the letter which I wrote Mr. Heath which you told me you have, also the copy of the affidavit Mr. C. J. Hardy gave to you which was with the papers I signed for chancery? luckily too late. Now, bear in mind Mr. Smit I appreciate how hard you worked for me to a degree the faults I found  
40 were on the *other side of the case*, (I knew Mr.



*Complainant's Exhibits.*

---

Nash would like you so he does) I will do as he said, but want also the papers in the entirety in the "Higginson-Hutton" vs. "Sands" case (I changed my mind about representation) for, so far they have all done as their point of view dictated respective that I am an "American citizen" (even of the feminine gender). 10

My attitude has been NonCombative through out? I want to say also Mr. Smit as I did in my other letter you are *too good a man to deal with as you call them yourself* (I heard you one day) "Crooks" but *they punish themselves* I do not have to, I have looked upon you in the light of a friend for *no one could have been more kind nor considerate than you have been* and I appreciate everything you have done. I trust all may be proven satisfactory to all concerned in this *unnecessary* law proceedings. "Justice" is what I seek and must demand *in the open*. 20

Please do not feel that I did not trust you because I did, and it grieved me to feel they were trying to rule you but they did not, nor never will. You are of a *different calibre entirely!*

Your *training* would not permit you to be so, as they are.

There's no reason why, we shall not continue for comradeing"? and as soon as I get my money I shall be never so glad to pay you. 30

Sincerely,

Clara Lorraine Sands.

Kindly send the Hardy affidavit the letter I wrote Mr. Heath and the papers concerning the Higginson Hutton affair at once? 40



*Complainant's Exhibits.*

---

General Post Office,  
Washington, D. C.  
6/14/1915.

My dear Mrs. A.

10 Am told your were over to 113 W. 93 to see me  
but I had "skipped" for "Mr. Hardy" has been fill-  
ing Miss Sands mind with all sorts of fears in  
fact all the bunch of crooks have knowing they  
could not untangle themselves by me, nor that I  
would be such a foolish woman as to sign a bond  
for any one of them. I'm too smart for that I had  
City property and EXPERIENCE!

20 Miss Sands has been very unwisely advised, they  
have piled on the Court expenses so that they know  
not where they are to come from so are sitting up  
late nights to scheme ways to obtain them from  
me, but my attitude is, always has been, ever shall  
be, a "noncombative one." I let them have their  
own evil WILLS entirely so they will compound  
the felonies so that they shall require FEDERAL  
INVESTIGATION. That's what I'm in Washing-  
ton for! I am sorry Miss Sands should be subtle  
with me, but knowing me to be so strongly opposed  
to their illegal ways of doing business they took  
it upon themselves (their only hope) to tell Miss  
30 Sands she must have the property "in her name"  
before I die even such rot at all hazards I do not  
see it from their point of view however! They  
worked Miss Sands up so that she had commitment  
papers for me in N. J. that's the reason I "skip-  
ped," then she discovered where I was in 93rd.  
Str. and she brought Drs. to examine me (and was  
the means of having a wonderful lawyer decline  
action in the case) so while she and the Drs. went  
off for I suppose a "court order" I "skipped" again

40



*Complainant's Exhibits.*

and after two days reached the "District of Columbia." You have power over every one holding the first mortgage of the entire property to dictate to them do not let them intimate or scare you with false tales to permit Miss Sands her "friend" (enemy of the deepest dye) to scare you. You are a very wise little woman, your mtge. is "gold edge" and you shall have every penny of interest when it comes due July 15th, but tell them to "look up the chimney" same as you did. Mr. Pierson they cannot legally make one point without you and me and they well know it too, I have the "secret Service" on them and there'll be some tall squeeling among the "conspirators" before long. 10

They *started* it and I'll be at the finish as they say in a fox hunt. I'll get the "brush" which means the trophy, "The fox tail" understand? (I am longing to see the children and shall soon) but I'll give the lawyers no chance to do as they planned "shut me up somewhere" and then cheat Miss Sands. Oh! No! I must protect her too now, and add a few more names to the list of "conspirators" for that is what they are proving themselves to be—can you not see it? 20

I am terribly sorry they have gotten Betty in their meshes to such an extent that she turned against me so, but I still have God and am content to work out my problem as he deems best through me not by me. 30

With love and best wishes for each and all

Fondly,

Clara Lorraine Sands.

You maintain your *first right* and absolutely refuse to do anything *until you are told by me* 40



*Complainant's Exhibits.*

*through Washington how to act!* for to me the way they are floundering about looking for "something tangible is amusing."

- 10 "Doremus" never imagined I had so much *fight* in me for Righteousness and justice but he went in with only one object *to cheat me*, but it shall prove a "boomerang" on himself he shall lash himself with his own whip. They cannot force you anymore than they can me *legally*. They only TRY TO to screen themselves. A "reel" entitled thus would add to the others "The exploits of Clara Lorraine" instead of "Elaine"? Hail the Keiser! anyway am sure he will win at least that is the general feeling at the seat of the Government of U. S. A. I am out of money, but shall try to get
- 20 some employment here to keep me get room rent and food while this is going on here. I trust it will not be for long but cash must come from somewhere so I'll work and thereby show them my capabilities. I require FOOD.

---

Washington, D. C.

6/16/15.

- 30 Daughter:

I saved you the trouble of becoming more "tangled" in the "meshes" of *dishonorable men worthy of only the contempt of any one with any "grey matter."* It grieves me more than I can express to realize that you would \* \* \* services to harm yourself (by attempting to me harming you do) by being advised by the "bunch of crooks" both in N. J., and in N. Y.



*Complainant's Exhibits.*

I have written to Mr. Smit twice requesting him in one letter to send me a copy of Mr. C. J. Hardy's affidavit" also the "letter" (a copy) the sheriff sent him of one which I wrote to Hackensack winter before last while I was ill with "grippe" Mr. Smit told me he had it! Also my papers in connection with the Higginson Hutton affair, but he ignores my request? So I shall have to put it into the solicitor's hands for they are MINE! 10

Kindly take as good care of the *tin boxes* in your possession (of mine) as I have for the past 25 years for your grandfather had them formerly; luckily all are papers *recorded* but I am particularly solicitous about your grandfather's "passport" "pension paper" and \* \* \* "certificate." I have a mental inventory of what was in them both. In the little one I had many of my first borns letters which are valuable but *to me only!* "*My treasures*" When you come to the realization of what my "skipping" away means, you will also see the duplicity of your advisors! My life is my own to use as I please and my health restored means assets! Coupled with a clean conscience and hands which have never handled TAINTED money. The whole of Ridgewood shall be glad to know when they shall have reached the end of their rope. The Counsel has reasons to be proud of himself and his bungling gunmen. But darling don't fret for me, we will be reinstated in Ridgewood house little white bud yet when they are all doing time Hardy included the coward pretending to be "your friend" an amusing paradox forsoothe. Just keep up your spirit it shall be proven against the bunch of crooks that they intimidated you and now want to say you bring the charges. Mrs. Murrier knows better you only thought you were fighting Ruttick but she 20 30 40



*Complainant's Exhibits.*

10 is only a minor conspirator. The nigger in the wood pile is "*Delerious.*" Bad cess to him as the Irishman says. To print such a dastardly lie that *I sold* my property to a neighbor for \$400 when you and everybody else even all the government officials know better and have known it so long but never mind noncombattant is pretty good attitude and I'm glad they are finding out my character. I only wish you were here for I know you truly need relaxation from the strain you've been under, not only in your profession but since you've been dealing with the sharks, but we don't have Jonahs nowadays so cheer up and all's well which ends well.

20

Shoreham Hotel  
H Street Northwest at Fifteenth  
Washington

30 "those lawyers and judges are so piled up with Court expenses that they are trying every way to "do" me into signing "a bond" Nothing doing! I signed *all I intend to*, would rather lose my hand than sign one, and men fairly snicker when I tell them the "gag" of having to produce \$200 to go into "Chancery" in order to reach the "Court of Errors and Appeals" and, as I signed as they put it "too late" of course I must miss Trenton and come to the *seat of the Government to find Justice*. It seems to be the Will o' the Wisp" But I'll ferret it out, and disbar all of the men who had a finger in the pie. Indictment for each and all. They will wish they had never known me, by Gosh! They are a pack of "Conspirators nothing more or less. You'll live to tell me just what I've written. "Mama

40 you were right I'm wrong."



Complainant's Exhibits.

Envelope post marked  
 Washington, D. C.  
 6/21/15  
 11:30 A. M.

Addressed—

Mr. Frank Smit,  
 2" National Bank Bldg.,  
 Paterson, N. J.

10

913 H. St. N. W. Washington, D. C.  
 District of Columbia.

My dear Mr. Smit:

May I once more request the return of the papers  
 in connect with the Higginson Hutton (frame up  
 by them) They constitute my receipts you realize 20  
 and *I want them*. Also a copy of the "letter" which  
*you told me you have*, from "Sheriff Haeth" of the  
 one I wrote him while I was ill in 1914 The win-  
 ter snow piled up high when the deputy swore he  
 had attempted to serve notice on me by "ringing  
 my bell" I have a "knocker" Also a copy of the  
*affidavit* which "Mr. Charles J. Hardy" *gave you*  
*and I discovered snuggled* in the middle of my affi-  
 davit *which I signed*; which was *means* of taking  
 me to the Court of "Errors and Appeals" through 30  
 "Chancery" Do you think I swallowed that? You  
 too are a "victim" of the "leader of the Conspiracy"  
 for I cannot for a minute reconcile my mind that  
 you would do anything questionable for *I am your*  
*client* not any one else on the calandar now, if you  
 will kindly mail me the *three requested documents*  
 you will confer a favor up on me I shall *remain*  
*here until I obtain Justice from the government*.

Am what might be termed at present a refugee  
 from *In Justice* and am also on the list of the great 40



*Complainant's Exhibits.*

---

unemployed so am making myself eligible *for a position* to prove how "incapable" and incompetent I happen to be?

Thats a joke?

Very truly,

10

CLARA LORRAINE SANDS,

---

913 "H" Street N. W.

Wash. D. C.

6/22/15

I forgot to say I did not take your key in fact was in too much of a hurry to get away "*with my heels*" to bother! about aught else.

20 I merely gathered up your belongings, told the maid to tell you to "find them on the *hall table*." I trust you found all *in tact*. I was at Nell Williams elbow when you called her up so it was sort of a game "Diamond cut Diamond"? I am working hard on my case and with God's help shall land C. D. who has caused so much anxiety, distress and sorrow to me and *many many* other people and has criminated so many in this case but your mother never was afraid of a coward or a bunch of cowards

30 and will fight out the just fight and win and the government shall find punishment to fit the crimes for him not I. All the way up to Trenton they are "tarred with the same stick." The ex-judge former Czar of R. is on his last legs let me assure you of that I'll not return until the government gives me a passport to be re-instated in my inheritance to earn my legitimate living therein, unmolested.

Am quite comfortable with limited wardrobe, but I bought some remnants and shall in my off

40 hours make myself some clothes.



*Complainant's Exhibits.*

Mrs. Ruttick is a *mean woman* and deserves all she's to get for her part in the "conspiracy," but C. J. Hardy *is worse he was compounding a felony!* by trying to cheat *her* and also *you*, so I have to fight for *you as well as myself* but *I can never fear!* I preferred not to stop at Smiths, its too far away and "too much freedom breeds dispisery," so I am in a very nice room with gentlewomen from the south and am truly "Bohemian" but content—notwithstanding. I do not censure you but your advisors but still you are no "baby" to be swayed like a reed in the wind by *Hardy family*, I trust this "dose" will settle you if not why then take alls coming to you from *false friends*. 10

Lovingly,

20

MOTHER.

913 "H" Str. N. W.  
Washington, D. C.

My dear Mr. Baxter:

Am enclosing a little manuscript "which I trust you will be so good as to publish for me?" 30

Am here once more at the seat of the Government for "Justice" and to be permitted to earn my legitimate living under the roof of my inheritance in my own honorable way. "The powers which used to be and are trying again to be" have made life pretty nearly intollerable for me by "chichan-ery" and "plotting" and "malpractices" of all kinds that I am here to see that the Government fits the punishments of the crimes on the "gunmen" the "man behind the gun" and the "dummies" 40



*Complainant's Exhibits.*

10 and still remain here until it is accomplished. Kindly send me a copy of the paper, etc., when printed? If you feel that you hesitate why put it in as an "ad" for which I will pay and in an extra large type in a conspicuous place in the "Ridgewood News." Kindly advise me how much the tariff is and I shall remit.

Very truly,

Clara Lorraine Sands.

20 ENVELOPE—Postmarked  
Washington, D. C.  
July 3,  
12:30 P. M.  
1915

Back of envelope—  
C. Lorraine Sands  
907 13th St. North West  
Washington, D. C.

30 Addressed—  
Mr. Frank Smit,  
2nd National Bank Bldg.,  
Paterson, N. J.

Letter enclosed therein—

907-13 St. N. W.  
Wash. D. C.

My dear Mr. Smit:

40 You seemed to ignor me so to speak especially in signing for the "Higginson Hutton" affair, I gave you no authority nor "power of attorney" so to



*Complainant's Exhibits.*

do (?) The paper *legally* should have been served *personally on me?*

Its a bit tiresome to be placed in the positions  
 "Mr. C. Doremus" and his "gunmen" have done, and  
 is not at all to my liking, I am an "American citi-  
 zen" and will not stand for any further "Chican- 10  
 ery" from him! Tell him I shall I have clean hands  
 also clean conscience and they coupled with *good*  
*health* an ASSETS I mean to defend my rights  
 with! My weapons, If they can do all they profess  
 they can why don't they? I find New Jersey is not  
 yet admitted into the U. S. A. at least they do law  
 business quite contrary to Blackstone or any other  
 authority there. I am not "in hiding" under stand,  
 but am here to leave not one stone unturned to get  
 my *Just dues*. I did not like your attitude to me  
 in the case of C. J. Hardy's name appearing so in- 20  
 conspicuously among the leaves of my affidavit and  
 my right hand shall be severed before I sign for  
 \$2,000 bond. I take it that money is arranged to  
 help pay the COURT EXPENSES which have been  
 accumulating? But, I shall maintain my RIGHTS.  
 You took my case knowing *exactly how I was situ-*  
*ated financially* and up to very recently that was  
 your attitude to me. But since I signed the last  
 affidavit presto! Change! A New Jersey lawyer is  
 necessary as mine comes under the *STATE OF* 30  
*NEW JER.* BUT as the N. J. law also is POSSES-  
 SION IS NINE TENTHS OF THE LAW, well, is  
 it not plain that it is a case of RIGHT against  
 MIGHT (consisting of money and chichanery vs.  
 Grey matter brains?)

However, I am not worrying Mr. C., Doremus  
 and his "dummies" and gunmen can do all that  
 themselves. I'd rather be in my own shoes than  
 any one of the CONSPIRATORS.



*Complainant's Exhibits.*

I wish those papers, the "bunch" appertaining to Higginson Hutton belong to me so please mail them "intact" at once. I would also request a copy of my letter to Mr. Heath (you said you had) also a copy of CHARLES J. HARDY'S AFFIDAVIT which was in my affidavit. A frame up pure and simple. That will consume little time to copy. I want to say that my daughter is simply being made a "cat's paw" to shift all the responsibility upon her young shoulder, she thinks she is fighting Mrs. Ruttick, but she errs there, it is "the man behind the gun instead." My daughter has absolutely nothing to say. I am captain of my own ship and not until my demise has she aught to say. My will shall. The whole thing is preposterous. I wrote you from Phila. not to permit them to get you into their meshes. Also to put in a plea of false sale, false everything in reference to that ejectment paper served upon me before I left and it was in plenty time. I have always original letters, I sent you a copy. Needles to reiterate it was not pleasing to me that we did not have a consultation in Mr. Wise office that day we both took the trouble to go to #20 Broad Str.?

Cornelius Doremus missed his mark in me! he is accustomed to rule every one but NOT C. L. SANDS! Kindly let me know what was done in the Higginson Hutton case. Judge Stagg threatened me on that also; but I am not afraid of all N. J. lawyers or Judges. There are grand exceptions to both and I class you as one of the latter. Will not go to sign a bond. My hand signed that last one never for the \$2000. Nix, Nix, Nix. My advise to you is to take it directly to the prosecuting attorney of N. J. Bergen Co.—Mr. Wright's successor (?) and indict them all hands as conspir-



*Complainant's Exhibits.*

ators. Am also writing to Mr. Vivian Lewis to-day. To show you all how thoroughly competent I am, have taken up a business whereby I may have money to meet my current expenses. Am sorry to disappoint all the people who would gag me so to speak but I have much self respect and will also fight for my right tooth and nail and hold the thought I shall get "JUSTICE." Mr. C. D. never imagined this would grow so big but he started it and I'll be at the finish. 10

Sincerely

Clara L. Sands.

I am immune to intimidations.

Envelope post marked—  
New York,  
8/30/15  
10 A. M.  
Sta. C. 20

(Envelope addressed)  
Mr. Frank Smit,  
2nd National Bank Bldg.,  
Paterson, N. J. 30

8/19/15

My dear Mr. Smit:

Although I have requested on *several occasions* that you mail me the "Hardy affidavit," and my "papers in connection with the Higginson-Hutton" affair, also the "copy of Mr. Heath's letter" (which you said you had) to my mind it is discourteous on your part *not to comply with my request!* and I may add ungentlemanly to retain my papers in con- 40



*Complainant's Exhibits.*

nection with "H. H." they *belong to me* and now I *INSIST UPON HAVING THEM* so kindly mail at your *very earliest convenience Please?*

10 The inhuman way I have been treated is deplorable indeed were it not so false it would annoy me *but I rise above it all I pity the others.* Do you consider me your client? If so will say to you that you are a "*great disappointment to me!*" also a "revelation" All the lies given in the newspapers shall be replied to *in my own time!* and rest assured I shall be *vindicated!*

20 Are you still my counsel or have you relinquished? R. S. V. P. Never fear that I shall permit the subter fuges to go on, or unpunished I am not in for "justice" now *thats a myth*, but for *Statute Law* no other will suit me and *woe* unto anyone who dares offer my daughter the indignities which I have had to accept during the past four years. A beautiful shift of responsibilities upon my daughter's shoulders is the scheme now in progress, but I have many times said I fight in the open not under cover, subtilities are not in my line. To show just how competent I am (and at the seat of the Government is an excellent place)

30 I am going *into business* although eleven years it is written up I've been "non compus mentis" such grotesque allegations are worthy of Bergen County officials to be sure! New Jersey is a grandly governed state "I dont think!" I had implicit confidence in you up to the day I found *Mr. Hardy's affidavit* so *inconspicuously* tucked in the leaves of my affidavit which I signed, and I decidedly meant every word I uttered signing my name and have not changed my mind either. Kindly ask Mr. Lewis for my book it is a breach of etiquette to have retained it so long, I mean "Every man a King" I am

40



*Complainant's Exhibits.*

very fond of that book and only loaned it, it has "associations" to me, and I'd thank you for its return. You said you'd hand it to him. I've not seen Mr. Roscolo but shall early in the week on my return. I'm not making a threat only a *solemn promise* that a thorough investigation shall be made from A to Z., in all the beastly malpractice at Hackensack and as there's a God and a Government it shall be I who shall do the triumphant walk into Ridgewood again when I get ready. The rest retired for life. To *dare print* that *I sold* my property to a neighbor for \$400. I'll refute it rest assured. I shall look for the papers also my book to await me at Washington on my return.

10

I trust your family are well and happy.

Very truly,

20

CLARA LORRAINE SANDS.

---

ENVELOPE

Post marked—Jersey City, N. J.  
Sep. 10, 12:30 P. M. 1915

Addressed—

Mrs. C. L. Sands,  
Hotel Chelsea,  
West Twenty-third St.,  
New York City.

30

LETTER ENCLOSED THEREIN

State of New Jersey,  
Executive Department,  
Sea Girt, N. J.

September 10, 1915

My dear Madam:

I have your letter of the eighth instant requesting an interview with me. If you will inform me of

40



*Complainant's Exhibits.*

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the subject upon which you desire this interview, I can then judge whether or not I can be of assistance to you. If it is a matter in which I can help you, I shall be pleased to make the appointment.

10

Very truly yours,

James F. Fielder

Mrs. C. L. Sands,  
Hotel Chelsea,  
West Twenty-third Street,  
New York City.

(ENCLOSURE)

20

HOTEL CHELSEA  
West Twenty-third Street  
at Seventh Avenue, New York

Governor Fielder,

Dear Sir:

May I request an interview with you at your earliest convenience on a matter of importance? Under the jurisprudence of State of New Jersey.

30

Thanking you,  
Very truly

Mrs. C. L. Sands

40



### Complainant's Exhibit C4.

The complainant produced and offered in evidence the original file of the Court of Chancery in the matter of Clara L. Sands, alleged to be a lunatic.

These papers are summarized as follows:

Petition and affidavits, filed June 21st, 1915. 10  
Petition alleges that Clara L. Sands, petitioner's mother is now, and for the space of ten years last past and upwards, has been so far deprived of her reason and understanding that she is rendered altogether unfit and unable to govern herself or to manage her affairs, and prays that a commission in the nature of a writ de lunatico inquirendo may issue out of this honorable court, to inquire of the lunacy of the said Clara Lorraine Sands.

Order advised June 21st, 1915, by Vice Chancellor Lewis that Commission issue to Clarence Mabie, Cornelius A. DeMund, M. D. and Robert Vanderbeek. 20

Commission—issued June 22nd, 1915.

Notice dated June 24th, 1915, that Commission will be executed at Bergen County Court House July 20th, 1915, at 10 A. M. with proof by affidavit annexed that copy thereof was read and delivered to Clara L. Sands at 909 13th St., N. W. Washington, D. C., on July 9th, 1915. 30

Precept and Return of Sheriff. Dated July 13, 1915.

Inquisition. Dated July 20th, 1915, taken before the above named commissioners. The jurors say: That the said Clara Lorraine Sands, at the time of taking this inquisition is a lunatic and of unsound mind, and does not enjoy lucid intervals, so that she is not capable of the government of herself, her lands, tenements, goods and chattels; and



*Complainant's Exhibits.*

---

10 that she has been in the same state of lunacy for the space of eleven years last past and upwards; that they find that the said Clara Lorraine Sands, at the time of taking this inquisition, may be seized of, and may be entitled to the premises described in the bill of complaint; and also that  
20 the said Clara Lorraine Sands has allowed to be dissipated or taken away from her the above described tract of land and certain other tracts of land or tenements, during her lunacy aforesaid, to the knowledge of the said jurors, said other tracts of land being situate in the State of New York. And the said jurors, upon their respective oaths aforesaid, further say, that the said Clara Lorraine Sands, is, at the time of taking this inquisition, also possessed of, or entitled unto, goods, chattels  
20 and personal estate consisting of household goods, located on the premises above described, in the Village of Ridgewood aforesaid, and of the value of two thousand dollars, or thereabouts. And lastly, that Elizabeth R. Sands, aged twenty-eight years, or thereabouts, is the only child and nearer heir of the said Clara Lorraine Sands, who is of the age of sixty years.

30 Decree. Dated August 2nd, 1915. That the proceedings be in all things confirmed, and that the Clerk transmit to the Orphans' Court of Bergen County, a certified copy of all the proceedings, agreeably to the Statute. Also fixes allowances to Commission and Jurors.



**Defendant's Exhibit D1.**

TO ALL TO WHOM THESE PRESENTS SHALL  
COME OR CONCERN:

I, Robert N. Heath, sheriff of the county of  
Bergen, send Greeting:

WHEREAS, a certain writ was lately issued out  
of, and under the seal of the Bergen Common  
Pleas Court, to me directed and delivered in the  
following words:

NEW JERSEY, to wit: The State of  
(SEAL) New Jersey, to the Sheriff of the  
County of Bergen, Greeting:

We command you that of the goods and chattels  
of Clara L. Sands, defendant in your county, you  
cause to be made the sum of four hundred and  
thirty-eight dollars and twenty-six cents debt, and  
twenty-five dollars and fifteen cents costs, which  
Loftus Phillips and George E. Phillips, plaintiffs,  
lately in our District Court of the Third Judicial  
District Court of the county of Bergen holden at  
Ridgewood in and for our said county of Bergen  
recovered against the said defendant, all of which  
was adjudged to the said plaintiffs by the judg-  
ment and determination of said court as appears  
of record and also the sum of four dollars and  
twenty-three cents, the cost of docketing said judg-  
ment in the court of Common Pleas for the County  
of Bergen and State of New Jersey. And if suf-  
ficient goods and chattels of said defendant in your  
County you cannot find whereof to make the said  
sums of money then and in that case we command  
you that you cause the whole or residue as the case  
may require of the said sums of money to be made

10

20

30

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*Defendant's Exhibits.*

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10 of the lands, tenements and hereditaments and real estate in your county whereof the said defendant was seized on the 5th day of February, nineteen hundred and fourteen or at any time afterwards in whosoever hands the same may be. And have you these moneys before our Court of Common Pleas aforesaid at Hackensack the second Tuesday of April next, to render unto the said plaintiffs their damage and costs and have you then and there this writ.

Witness William M. Seufert, Esquire, Judge of our said Court of Common Pleas at Hackensack aforesaid the twenty-seventh day of February, in the year one thousand nine hundred and fourteen.

20

GEO. V. HALSEY,  
Attorney.

CHARLES F. THOMPSON,  
Clerk.

30

Which said writ was duly recorded in the office of the Clerk of Bergen County in Book I of Common Pleas executions page 413 etc., as by the said writ duly recorded and affiled in said office, reference being thereunto had, will more fully appear.

40

AND WHEREAS, in pursuance of the said writ, and of the statute in such case made and provided, sufficient goods and chattels of the said defendants not being found whereof to make the said debt, interest and costs as aforesaid, I, the said Robert N. Heath, sheriff as aforesaid, did thereupon levy upon all of the following described lands, tenements and hereditaments of the said defendant, to wit:



*Defendant's Exhibits.*

ALL those tracts or parcels of land and premises situate, lying and being in the Village of Ridgewood in the County of Bergen and State of New Jersey. (The particular description is the same as in the Bill of Complaint.)

And I duly advertised said lands and real estate so levied upon and in said writ mentioned and described, for sale at public vendue at the Sheriff's office in said county of Bergen on the first day of July, nineteen hundred and fourteen at the hour of two o'clock in the afternoon of said day, by public advertisement, signed by myself and set up at five or more public places in said county, one whereof was in the Village of Ridgewood where said real estate is situate, at least four weeks next preceding the time so appointed for selling the same, and did likewise cause the same to be published in two newspapers printed and published in the County of Bergen, being the county wherein the said lands are situate, one of which newspapers was printed and published at Hackensack, the county seat of said county, at least four weeks successively, once in every week next preceding the time appointed for selling the same, and at the time and place so appointed and advertised I did, between the hours of twelve and five o'clock in the afternoon of said day, publicly adjourn said sale to the eighth day of July, nineteen hundred and fourteen to the same hour and place and on the said eighth day of July, nineteen hundred and fourteen, at the time and place so last adjourned to, I did publicly cry off and sell at public vendue, ALL of the property in said writ mentioned and described and thereby ordered to be sold, with the appurtenances to Frank Ruddick, of Ridgewood, New Jersey, for the sum of five hundred (500) dollars and

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*Defendant's Exhibits.*

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subject to a first mortgage of \$3,500, he being the highest bidder therefor and said sum being the highest bid offered on the same.

10 NOW, KNOW YE THAT I, Robert N. Heath, sheriff as aforesaid by virtue of the power and authority in me vested by the command of said writ, and of the statutes in such case made and provided, and of every other power me thereunto enabling, and for and in consideration of said sum of five hundred (500) dollars, to me paid by the said Frank Ruddick, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, do, by these presents, give, grant, bargain, sell, alien, convey and confirm unto  
20 ALL of the property in said writ mentioned and described, and thereby ordered to be sold as aforesaid, together with the appurtenances, easements and privileges thereunto belonging or in anywise appertaining.

30 TO HAVE AND TO HOLD, unto the said Frank Ruddick, his heirs and assigns, to his and their own use, benefit and behoof forever, as fully as I can, by virtue of the power and authority aforesaid, convey the same; and I, the said Robert N. Heath, do, for myself, my heirs, executors and administrators, covenant and agree to and with the said Frank Ruddick, his heirs and assigns, that I have not done, or suffered to be done, any act or thing whereby the premises hereby conveyed, or any part thereof, are, or may be changed, charged or encumbered, in estate, title or otherwise.

40 IN WITNESS WHEREOF, I, the said Robert N. Heath, sheriff as aforesaid, have hereunto set



*Defendant's Exhibits.*

my hand and seal this seventh day of December,  
nineteen hundred and fourteen.

ROBERT N. HEATH (L. S.)  
Sheriff.

Signed, sealed and delivered  
in presence of 10

N. DEMAREST CAMPBELL.  
Revenue Stamp.

Acknowledgment and affidavit annexed.

Recorded December 9, 1914, Liber 895, page 448,  
of Deeds in Bergen County Clerk's Office.

**Defendant's Exhibit D2.** 20

**Writ of Certiorari.**

NEW JERSEY, TO WIT:

THE STATE OF NEW JERSEY to William M. Seufert, Judge of the Court of Common Pleas of the County of Bergen, Loftus E. Phillips, George E. Phillips, Frank Ruddick, Mrs. Frank Ruddick and Robert Nelson Heath, Sheriff of the County of Bergen, 30  
(SEAL)  
GREETING:

We, being willing for certain reasons to be certified of that certain order made by you, the said William M. Seufert, as Judge of the Court of Common pleas of the County of Bergen, as aforesaid, on the Twelfth day of November, Nineteen Hundred and Fourteen, wherein it was ORDERED 40



*Defendant's Exhibits.*

---

10 that the application to set aside the Sheriff's sale, in the matter of Loftus E. Phillips and George E. Phillips, plaintiffs against Clara L. Sands, defendant, be and the same was thereby denied and that the order staying the proceedings in said cause and on the execution issued on the Judgment be vacated, do hereby command that the said execution and order, together with all things touching and concerning the same, to our Justices of the Supreme Court of Judicature of the State of New Jersey, at Trenton, the Thirty first day of December, Nineteen Hundred and Fourteen you do certify and send, together with this writ, that therein may be done, what of right and according to the laws and constitution of the State of New Jersey ought to be done.

20 Witness, William S. Gummere, Esquire, Chief Justice of Our Supreme Court, at Trenton, this Fourteenth day of December, Nineteen Hundred and Fourteen.

WM. C. GEBHARDT,  
Clerk.

FRANK SMIT,  
Attorney.

30 This writ is endorsed with the Allocutor by Justice Minturn, and with acknowledgment of service by Geo. V. Halsey, attorney for Loftus Phillips and Geo. E. Phillips; by W. J. Morrison, Jr., attorney for Frank Ruddick and wife; and by Rob't N. Heath, Sheriff.



## NEW JERSEY SUPREME COURT.

CLARA L. SANDS,  
Prosecutor,  
vs.

WILLIAM M. SEUFERT, Judge of  
the Court of Common Pleas,  
LOFTUS PHILLIPS, GEORGE E.  
PHILLIPS, FRANK RUDDICK,  
MRS. FRANK RUDDICK, ROBERT  
N. HEATH, Sheriff,  
Defendants.

10

Return.

To the Honorable the Justices of the Supreme Court  
of Judicature of New Jersey :

20

In obedience to the command of this writ, to me  
directed, I, the Judge of the Inferior Court of Com-  
mon Pleas, of the County of Bergen, within named,  
do send, under my seal, to you, the Honorable Jus-  
tices of the Supreme Court of Judicature of New  
Jersey, that order made by me, as Judge of said  
Court of Common Pleas of the County of Bergen,  
as aforesaid, on the twelfth day of November, nine-  
teen hundred and fourteen, wherein it was ordered  
that the application to set aside the Sheriff's sale  
in the matter of Loftus E. Phillips and George E.  
Phillips, plaintiffs against Clara L. Sands, defend-  
ant-prosecutor, be and the same was thereby denied  
and that order staying the proceedings in said cause  
and on the execution issued on the judgment be  
vacated, together with all things touching and con-  
cerning the same, as fully and entirely as they re-  
main before me, as appears in the schedule hereto  
annexed, as I was commanded.

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WILLIAM M. SEUFERT,  
Judge.

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*Defendant's Exhibits.*

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And I do hereby certify that upon the return of the said order to show cause, Aug. 5, 1914, in the presence of Frank Smit, attorney for the judgment debtor, and petitioner, the prosecutrix herein, George V. Halsey, attorney for the judgment creditors, and William J. Morrison, Jr., attorney for the purchaser at the sheriff's sale, the following testimony was adduced before me.

In behalf of the petitioner, the petitioner testified that she resided at No. 341 South Prospect Street, Ridgewood, in the premises levied upon by the sheriff; that she owned said premises and had resided there for many years; that in said premises she had goods and chattels and furniture worth about \$1,200, which she owned and to which she had good title on February 5th, 1914; that the real estate comprised about  $2\frac{3}{4}$  acres of land with two houses thereon, worth between ten and eleven thousand dollars and mortgaged for \$3,500; that on July 1st, 1914, on which day said premises were advertised to be sold by the sheriff, she had her attorney write the sheriff requesting a week's adjournment of the sale; that she personally delivered the letter to the Sheriff and that the sale was thereupon adjourned to July 8th, 1914; that she made many efforts to borrow money with which to satisfy said execution and on July 8th, 1914, not having succeeded in raising the money she went, at about one o'clock in the afternoon to the office of her attorney in Paterson, N. J., to get another letter from him to the sheriff requesting a further adjournment of said sale as she thought such a letter was necessary; that her attorney was not in and being unable to find him she went to the Sheriff's office at Hackensack arriving there between two thirty and two forty P. M. and was there informed that her property had been sold about ten minutes



*Defendant's Exhibits.*

before to Frank Ruddick for \$500, subject to the \$3,500 mortgage.

Petitioner also produced ,  
 who testified that he had within the week preceded  
 ing the hearing, examined the furniture in petition-  
 er's home, which in his opinion was worth \$1,200,  
 and that he was a dealer in second-hand furniture. 10

And also Frank Stevens, admitted by all parties  
 to be qualified to express an opinion on the value  
 of real estate in Ridgewood, who testified that in  
 his opinion the petitioner's real estate sold by the  
 sheriff was worth at ordinary sale from ten to  
 twelve thousand dollars.

On behalf of the judgment-creditor and the pur-  
 chaser at the sheriff's sale, Robert N. Heath, Sher-  
 iff of Bergen County, testified that the levy on the  
 real estate under the execution in this matter had 20  
 been made by his deputies after several, but inef-  
 fectual, attempts to find goods and chattels upon  
 which to levy. And that after receiving the execu-  
 tion he had written the petitioner a number of let-  
 ters which were produced and duly offered in evi-  
 dence and of which the following are copies:

March 5th, 1914.

My dear Mrs. Sands: 30

Mr. George V. Halsey, of Ridgewood, has just  
 placed in my hands a common pleas execution  
 wherein Loftus Phillips and George E. Phillips are  
 plaintiffs, demanding that I make an amount of  
 money, approximately \$480 to satisfy this writ.

You realize, of course, that if we proceed to ad-  
 vertise this matter the amount necessary to settle  
 immediately increases in the neighborhood of an  
 additional \$100 and we should like very much to 40



*Defendant's Exhibits.*

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hear from you as to whether we may or may not expect an immediate settlement, or a settlement within the next few days and thereby avoid any unpleasantness in this matter. Mr. Halsey is very persistent in his demands that we make this money at an early date. Will you kindly let me hear from you immediately?

Thanking you kindly in advance, I beg to remain,

Yours very truly,

ROBERT N. HEATH,  
Sheriff.

Mrs. CLARA L. SANDS,  
Ridgewood, N. J.

20

Hackensack, N. J.,  
March 9th, 1914.

My dear Mrs. Sands:

I have before me your letter of March 6th and have very carefully noted the contents. I will hold this matter in abeyance as long as possible. On the other hand I hope you will do your best to have the matter settled at an early date.

30

Yours very truly,

ROBT. N. HEATH,  
Sheriff.

Mrs. CLARA LORRAINE SANDS,  
Sands-Crest,  
Ridgewood, N. J.

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*Defendant's Exhibits.*

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Hackensack, N. J.,  
April 25th, 1914.

My dear Mrs. Sands:

I find that I will be compelled to proceed to advertise your property for sale in compliance with the demand of George V. Halsey. I have to-day received a letter from him under date of April 24th, in which he demands no further delay in the matter. 10

I trust, if possible, that you will remit to cover immediately upon receipt of this letter.

ROBT. N. HEATH,  
Sheriff.

Very truly yours,

Mrs. CLARA L. SANDS, 20  
Ridgewood, N. J.

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May 13th, 1914.

My dear Mrs. Sands:

I have just received a letter from Mr. Halsey demanding that I proceed immediately with the execution against you. I really have no further option in this matter, and must ask you to kindly forward to me a remittance to cover the amount of this judgment immediately. In the event of our not receiving this money, I shall have to proceed to advertise and sell. 30

Regretting the fact that we cannot grant you any longer time, and with kind regards, I beg to remain,

Very truly yours,

ROBERT N. HEATH,  
Sheriff.

Mrs. Clara L. Sands, 40  
Ridgewood, N. J.



*Defendant's Exhibits.*

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June 6th, 1914.

My dear Mrs. Sands :

10 Your property is advertised for sale to take place on July 1st. It will be necessary for us to derive from that sale \$766.43 to settle the two executions in our hands as per the enclosed statement. You will note that the interest in each case here is figured until July 3rd. The reason for that is that if the sale takes place on July 1st it will be a matter of about two days before we can deliver the deed.

You can save considerable money by settling these executions at once. I earnestly hope that you can make settlement prior to July 1st and avoid the sale.

20

Yours very truly,

Sheriff.

Mrs. CLARA L. SANDS,  
Ridgewood, N. J.

30 The Sheriff also testified that he had seen Mrs. Sands on several occasions and had urged her repeatedly to pay the judgment and save her property and that at her request and in her presence he had adjourned the sale on July 1st, 1914, to July 8th, 1914, and had warned her at that time that she would lose her property unless she paid the judgment.

40 The Under Sheriff, Thomas N. English and deputy sheriffs, Louis Nestel and George Conklin, testified that on two or more occasions they had gone to the Sands property in Ridgewood and endeavored to gain admission to the house in which Mrs. Sands resided, by knocking at the door, ringing the door bell and calling and shouting. That the doors and windows were locked and the window shades were



*Defendant's Exhibits.*

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down so that they could not look into the house, and that they saw no one on the premises nor could they find any goods or chattels on which to levy, that these visits to the residence of Mrs. Sands were made during the latter part of March, 1914.

Mrs. Sands in rebuttal testified that she was sick in bed at her residence on the days when the Deputy Sheriffs said they had been there; that she would have heard anyone who knocked or rang the door bell, and that she didn't hear anyone do so. 10

After hearing the argument of the attorneys for the respective parties, I found from the above testimony no cause for setting aside the sheriff's sale in this matter, and that the said Sheriff could not find sufficient goods and chattels of the said defendant to make the said sums of money mentioned in said execution, and that the said Sheriff had duly levied upon and sold the said real estate of the defendant, that the proceedings were in all respects regular, that the defendant had sufficient notice of the same, and that no question was ever raised as to their validity until after the sale and Sheriff's deed was ready for delivery, and thereupon ordered the petition dismissed as will more fully appear by the annexed order made by me. 20

Then follows a copy of the execution; levy on the Real Estate and Report of Sale of same on July 8, 1914, to Frank Ruddick for \$500. 30



10      LOFTUS PHILLIPS and GEORGE E.  
                                 PHILLIPS,  
                                 Plaintiffs,  
                                 vs.  
                                 CLARA L. SANDS,  
                                 Defendant.

Petition for  
Order in Above  
Cause why  
Sale Should  
not be Set  
aside.

20 The petition of Clara L. Sands of the Village of Ridgewood, in this State, the defendant in the above stated cause, respectfully shows that a judgment was rendered or entered against her in the above entitled action, by the Third Judicial District Court of the County of Bergen for the sum of four hundred and thirty-eight dollars and twenty-six cents debt and twenty-five dollars and fifteen cents costs of suit; that said judgment was

30 docketed in the Court of Common Pleas of the County of Bergen on the fifth day of February, nineteen hundred and fourteen; that said plaintiffs caused execution or writ of fieri facies bearing said last mentioned date to be issued out said Court of Common Pleas directed to said Sheriff commanding him to make said sums out of the goods and chattels of said Clara L. Sands, defendant, in said county, and that if sufficient goods and chattels of said defendant in said county could

40 not be found by him to make said sums of money



*Defendant's Exhibits.*

that then in that case he was commanded to cause the whole or residue, as the case might require, of said sums of money to be made of the lands real estate in said county whereof said defendant was seized on the fifth day of February, nineteen hundred and fourteen or at any time afterwards; said execution was recorded in Book I of Common Pleas Execution of said county at page 413, on the twenty-seventh day of February, nineteen hundred and fourteen. 10

The petitioner further shows that for many years last past she has resided and still resides at premises commonly known as number three hundred and forty-one South Prospect Street, in the Village of Ridgewood, in the County of Bergen; that in her home on said premises are goods and chattels, including household furniture, that for many years last past she has been continuously and still is seized of absolute title to said goods, chattels and furniture; that said goods, chattels and furniture are reasonably worth fifteen hundred dollars. 20

The petitioner further shows that she has been and still is seized of a fee simple title, subject however to a mortgage given by her to secure the payment of the sum of three thousand five hundred dollars, in and to the said premises which are more particularly described as follows: 30

Being all those tracts or parcels of land and premises, situate, lying and being in the Village of Ridgewood, in the County of Bergen and State of New Jersey: (The particular description is the same as in the Bill of Complaint.)

The petitioner avers that said Sheriff never made or attempted to make the sums due, as aforesaid, under or by virtue of said judgment out of her said goods, chattels, furniture or other person- 40



*Defendant's Exhibits.*

al property; nor did said Sheriff ever made any reasonable attempt so to do.

10 The petitioner avers that on the first lot above particularly described are two houses,—one is a two story and attic house which is reasonably worth seven thousand dollars the other is two story one family house which is reasonably worth eighteen hundred dollars; that said first lot or tract of land is reasonably worth four thousand dollars, and that said second tract of land is reasonably worth three thousand five hundred dollars.

20 The petitioner further avers that by virtue of said writ of execution the Sheriff of said County by George W. Conklin, Deputy Sheriff, on the sixth day of March, nineteen hundred and fourteen, attached the property of said defendant situated at three hundred and forty-one South Prospect Street, in the Village of Ridgewood.

30 The petitioner avers that a notice signed by said Sheriff was published in The Ridgewood News and Bergen County Democrat, two newspapers, on the fifth, twelfth, nineteenth and twenty-sixth days of June, nineteen hundred and fourteen, that the said notice or copies thereof were posted in six or more places; that said notice was entitled in the above entitled action, and recited that by virtue of the above stated writ to said Sheriff directed and delivered he has levied upon and would expose for sale at public vendue at the Sheriff's office in the Village of Hackensack on Wednesday, July 1, 1914, at two o'clock in the afternoon, said two lots or tracts above described.

The petitioner avers that notwithstanding promises made to her by others before the first day of July, nineteen hundred and fourteen, to advance



*Defendant's Exhibits.*

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or loan her money to pay said judgment and costs, they omitted to do so; that this petitioner suggested to her attorney to request, in a writing directed to said Sheriff, to adjourn said sale for one week; that her attorney did as requested and she delivered to said Sheriff a writing or communication directed to said Sheriff requesting him to adjourn said sale for one week; that said defendant delivered said letter to said Sheriff; that with consent of George V. Halsey attorney of said plaintiffs and in pursuance to the request for an adjournment, in said letter, said Sheriff adjourned said sale for one week, until July 8, 1914, at two o'clock in the afternoon. 10

The petitioner avers that during the week beginning the first day of July, nineteen hundred and fourteen, she requested a number of other persons who had theretofore promised to advance to her such moneys as she might need to pay said judgment and costs, but they too failed to do as they had promised; that on the morning of the first day of July, nineteen hundred and fourteen she went to the place of business of one Herman A. Friese, in the City of New York, who was ready, able and willing to pay or advance to her whatever moneys she might need to pay said judgment and whatever there might be due thereunder; when she reached his office or place of business this petitioner was informed that said Herman A. Friese had gone to Philadelphia and would not return that day; this petitioner returned directly and immediately to the office of her attorney in the City of Paterson, in this State, and arrived there at about one o'clock in the afternoon; she did not go direct to said Sheriff's office on her return from New because she thought that in order to adjourn said sale it was 20 30 40



*Defendant's Exhibits.*

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necessary to do as she had done before; namely, obtain from her attorney a writing directed to said Sheriff requesting him to adjourn said sale; she waited in her attorney's office about twenty or thirty minutes but being unable to find him there she went to Hackensack by means of trolley car and  
10 went directly to the office of said Sheriff and arrived there some time between the hours of half-past two o'clock and three o'clock in the afternoon; when she arrived there she was informed said premises had been sold to one Frank Ruddick; that she has been informed that said Frank Ruddick was the only bidder at said sale.

The petitioner further avers that said Sheriff and said George V. Halsey, attorney of plaintiffs, have since informed her that if she had requested  
20 an adjournment of said sale they would consented thereto as they had done to the first adjournment; that since that day this petitioner has secured a loan from the holder of the mortgage on said premises sufficient to pay all moneys now due on said judgment; that a check for said moneys has been in possession and care of said Sheriff since July 13, 1914.

The petitioner further avers that said Sheriff on the eighth day of July, nineteen hundred and four-  
30 teen sold said premises as aforesaid to one Frank Ruddick, of the Village of Ridgewood, for the sum of five hundred dollars, subject to a mortgage upon which there is now due three thousand five hundred dollars; that attached to the Sheriff's return of said sale is an acknowledgment signed by said Frank Ruddick that the property described in said advertisement was sold to him for five hundred dollars, he being the highest bidder.

The petitioner further avers that said tracts  
40 could have been and should have been sold, by



*Defendant's Exhibits.*

said Sheriff and offered by him for sale, separately; that neither of said tracts is sufficient in value to satisfy said judgment and all moneys due thereunder; that said Sheriff should have levied upon her said personal property before levying upon her said real property, because said personal property was and is sufficient in value to satisfy all moneys due on said judgment; that said tracts of land with the buildings thereon are reasonably worth more than twelve thousand dollars, and that the equity of redemption of petitioner therein is reasonably worth more than eight thousand five hundred dollars; that the sum of five hundred dollars for which said equity of redemption was sold to said Frank Ruddick is grossly inadequate; petitioner tenders herself willing to pay into court the full amount of the judgment and costs incident to said action up to the time of said sale. 10 20

Therefore, your petitioner prays that an order may be made by this Court, directing said plaintiffs, said Frank Ruddick and Mrs. Frank Ruddick, his wife, the said Sheriff to show cause before this Court at Hackensack on a day to be appointed by this Court, why said sale by said Sheriff of said premises to said Frank Ruddick should not be set aside and a new execution issued, and why said plaintiffs and Sheriff should not be restrained from executing and delivering a deed to said Frank Ruddick pursuant to said sale of said premises; and why in the meantime, and until the further order of this Court all proceedings in said cause and on the execution issued on the judgment, should not be stayed, and why she should not be granted such other and further relief in the premises as may be proper. 30

And your petitioner will pray, &c.

(Signed) CLARA LORRAINE SANDS, 40  
Petitioner.



*Defendant's Exhibits.*

State of New Jersey, } ss.:  
 County of Bergen, }

10 Clara L. Sands, the petitioner named in the foregoing petition of full age, being duly sworn according to law, on her oath says, that the statements set forth and contained in said petition are true.

(Signed) CLARA LORRAINE SANDS.

Sworn and subscribed to before  
 me this 18th day of July, 1914.

(Signed) WM. P. SEDDON,  
 A Master in Chancery  
 of New Jersey.

20

(Endorsement)

Court of Common Pleas of the County of Bergen.

Loftus E. Phillips and George E. Phillips,  
 Plaintiffs,

vs.

Clare L. Sands,  
 Defendant.

On Order to show cause.

30

PETITION.

Frank Smit, Atty. of Def.,  
 Second Nat'l Bank Bldg.,  
 Paterson, N. J.

I hereby acknowledge service of a true copy of the within petition on order to show cause, this twenty-first day of July, A. D. 1914.

ROBERT N. HEATH,  
 Sheriff.

40



*Defendant's Exhibits.*COURT OF COMMON PLEAS OF THE  
COUNTY OF BERGEN.

LOFTUS PHILLIPS and GEORGE E.

PHILLIPS,

Plaintiffs,

vs.

CLARA L. SANDS,

Defendant.

On Petition.  
Order.

10

This matter being opened to the court by Frank Smit, attorney for Clara L. Sands, upon an application for a rule to show cause why the sale by Robert N. Heath, Sheriff of Bergen County, in the above entitled matter should not be set aside and a new execution issued, and why said plaintiffs and said Sheriff should not be restrained from executing and delivering a deed to one Frank Ruddick pursuant to said sale, and why in the meantime and until the further order of this Court all proceedings in said cause and on the execution issued on the judgment therein should not be stayed, and why she should not be granted such other and further relief as may be proper, and sufficient reason appearing,

20

30

It is, on this 21st day of July, nineteen hundred and fourteen, ordered that said Loftus Phillips and George E. Phillips, plaintiffs, Robert N. Heath, Sheriff, aforementioned, Frank Ruddick and Mrs. Frank Ruddick, his wife, show cause before this Court at Hackensack, on the 5th day of August, nineteen hundred and fourteen at ten o'clock in the forenoon, or as soon thereafter as the matter may be

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*Defendant's Exhibits.*

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10 heard, why said sale by said Sheriff of said premises to said Frank Ruddick should not be set aside and a new execution issued, and why said plaintiffs and Sheriff should not be restrained from executing and delivering a deed to said Frank Ruddick pursuant to said sale of said premises, and why in the meantime, and until the further order of this Court all proceedings in said cause and on the execution issued on the judgment should not be stayed, and why said defendant petitioner should not be granted such other and further relief in the premises as may be proper.

20 And it is further ordered, that a copy of this order and of the petition and affidavit on which the same is granted, be served upon Robert N. Heath, Sheriff of the County of Bergen, said Frank Ruddick and Mrs. Frank Ruddick, Loftus Phillips and George E. Phillips, plaintiffs, or George V. Halsey, attorney of said Frank Ruddick, and Mrs. Frank Ruddick and said plaintiffs, within three days from the date hereof, and that said copy or copies may be certified by attorney of defendant, petitioner.

30 And it is further ordered that in the meantime, and until the further order of this Court, all proceedings in said cause and on the execution issued on the judgment, be and the same are hereby stayed.

(Signed) WM. M. SEUFERT, J.



*Defendant's Exhibits.*

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(Endorsement)

Court of Common Pleas of the County of Bergen.

Loftus E. Phillips and George E. Phillips,  
Plaintiffs,

vs.

Clare L. Sands,

Defendant.

10

On Petition to show cause

## ORDER

Frank Smit, Atty. of Def.,  
Second Nat'l Bank Bldg.,  
Paterson, N. J.

20

I hereby acknowledge service of a true copy of  
the within order to show cause, this twenty-first  
day of July, A. D. 1914.(Signed) ROBERT N. HEATH,  
Sheriff.

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*Defendant's Exhibits.*


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COURT OF COMMON PLEAS OF THE  
COUNTY OF BERGEN.

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|    |                                                                                                   |   |                                                                                        |
|----|---------------------------------------------------------------------------------------------------|---|----------------------------------------------------------------------------------------|
| 10 | LOFTUS PHILLIPS and GEORGE E.<br>PHILLIPS,<br>Plaintiffs,<br>vs.<br>CLARA L. SANDS,<br>Defendant. | } | On Rule to<br>Show Cause.<br>Order Deny-<br>ing Applica-<br>tion to Set<br>Aside Sale. |
|----|---------------------------------------------------------------------------------------------------|---|----------------------------------------------------------------------------------------|

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20 Application having been made by petition by the defendant, Clara L. Sands, to set aside the Sheriff's sale in the above entitled matter, made by the Sheriff of Bergen County in compliance with a writ of execution on a judgment docketed in the Common Pleas Court from the Third Judicial District Court of Bergen County; on account of the discrepancy between the value of the defendant's premises which were sold and the amount bid for the same at the Sheriff's sale, and the Court having heard the testimony presented by the several parties and the argument of Frank Smit, attorney for the defendant, Clara L. Sands, George V. Halsey, attorney for the plaintiffs Loftus E. Phillips and George E. Phillips, and William J. Morrison, Jr., attorney for Frank Ruddick, purchaser at the Sheriff's sale,

30

It is on this twelfth day of November, 1914, by William M. Seufert, Judge of the Court of Common Pleas of Bergen County, ORDERED that the said application to set aside the aforesaid sheriff's sale, be and the same is hereby denied and that the order staying the proceedings in the said cause and

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*Defendant's Exhibits.*

on the execution issued on said judgment heretofore made in this matter, be and the same is now vacated.

WM. M. SEUFERT,  
Judge.

(Endorsement)

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COURT OF COMMON PLEAS OF  
THE COUNTY OF BERGEN.

Loftus E. Phillips and George E. Phillips,  
Plaintiffs,

vs.

Clara L. Sands,

Defendant.

20

On Rule to Show Cause.

ORDER DENYING APPLICATION TO  
SET ASIDE SALE.

Wm. J. Morrison, Jr.,  
Atty. for Purchaser,  
Ridgefield Park, N. J.  
Filed Nov. 13, 1914  
Chas. F. Thompson,  
Clerk.

30

(Then follows the deed by Sheriff Heath to Rud-  
dick printed above as D1.)

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*Defendant's Exhibits.*

## NEW JERSEY SUPREME COURT.

10

CLARA L. SANDS,  
Prosecutor,

vs.

WILLIAM M. SEUFERT, Judge of  
the Court of Common Pleas,  
LOFTUS PHILLIPS, GEORGE E.  
PHILLIPS, FRANK RUDDICK,  
MRS. FRANK RUDDICK, ROBERT  
N. HEATH, Sheriff,  
Defendants.

On Certiorari.  
Rule Dis-  
missing Writ.

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The Court having inspected the transcript and proceedings of the Court of Common Pleas of the County of Bergen returned with the certiorari in this cause, the reasons filed by the prosecutrix, and having heard the argument of counsel thereon and having duly considered the same, it is ORDERED that the writ be dismissed with costs.

Dated, May 3rd, 1915.

On motion of

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WM. J. MORRISON, JR.,  
Attorney for Defendants  
Frank Ruddick and Mrs. Frank Ruddick.

Then follows the Certificate of the Clerk of the Supreme Court that the foregoing is a true copy of the proceedings on file in his office.

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**Opinion, Filed October 25, 1916.**

## IN CHANCERY OF NEW JERSEY.

Between CLARA L. SANDS, a luna-  
tic, by ELIZABETH R. SANDS,  
her Next Friend,

Complainant,

and

FRANK RUDDICK et als.,  
Defendants.

Memorandum.

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On bill, answer, replication and proofs taken in  
open court.

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Messrs. HUNZIKER and RANDALL, for the Com-  
plainant.

Mr. WILLIAM J. MORRISON, Jr., for the Defendants.

LEWIS, V. C.:

The complainant, by Elizabeth R. Sands, her  
daughter, as guardian of her mother, an adjudged  
lunatic, files a bill to compel the defendant Ruddick  
to reconvey certain real estate in Ridgewood. 30  
Ruddick, a neighbor of the Sands, purchased the  
property at Sheriff's sale in Hackensack in July,  
1914. It was sold upon a judgment recovered  
against the lunatic by Phillips, et als., for a sum  
less than \$500.00. Ruddick bid it in at the sale  
for \$500.00. The evidence indicates the property  
to be worth in the neighborhood of \$10,000, sub-  
ject, however, to a mortgage of \$3,500.00. It was  
the home of Clara L. Sands, and next door was the

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10 abode of Ruddick. The sale was attacked by the former upon an order to show cause why it should not be set aside for irregularities in levy, inadequacy of price, fraud and collusion on the part of the purchaser and mistake on the part of the complainant. The rule was dismissed by Judge Seufert of the Bergen Common Pleas, and on a review by certiorari Justice Parker dismissed the writ. The Sheriff's deed was then delivered, and the purchaser brought ejectment proceedings to obtain possession of the premises. Judgment was secured by default, and a writ for possession was issued. Clara L. Sands then filed a bill in this Court praying that the deed be set aside, and an *ex parte* order to show cause with restraint was

20 allowed. The defendant, on the return of the order, asked that the complainant's bill be dismissed. When this stage had been reached, the daughter of Clara L. Sands filed a bill in the present action asking that the deed be set aside for the reasons stated in the bill filed by her mother, and on the further ground that her mother had been a lunatic for a long time and was incompetent to protect her property at the time of the sale. It was agreed at the trial of the cause before me, that the complainant is ready and willing to reimburse the defendant for his outlay up to the time of the filing of the bill herein, and that a tender had been made before the institution of the suit, but that the defendant is not willing to accept the same.

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All questions suggested by the complainant's bill, other than the one of lunacy, appears to have been litigated in the law courts, and little, if any, testimony was offered on these points before me. Mrs. Sands is now confined in an institution for the insane at Middletown, New York, where she was

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*Opinion.*

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committed after this suit was started, in September, 1915, a commission having been appointed which declared her insane.

It is true that Frank F. Stevens, a well-known real estate dealer of Ridgewood, was permitted to testify, without objection, that the value of the property was \$10,000. His evidence was uncontradicted, and on cross examination of the defendant Ruddick it was shown that he had knowledge of the peculiar conduct of Mrs. Sands. I may say, however, in passing, that I am inclined to the view that the judgment of the Court of Common Pleas, and the Supreme Court, operated as an estoppel on all these matters which were at issue and disputed, and upon which a finding was rendered in these tribunals; and that the sole question before this Court was the one of the incompetency of the complainant. On this question considerable evidence was taken before me, and there are many exhibits. Several of the neighbors and acquaintances of Mrs. Sands told of her unusual conduct and delusions that people were conspiring to take her property; it was not merely of eccentric conduct that they testified; they appear to be convinced that she had been of unsound mind for some years. There was, of course, no evidence, of Mrs. Sands' condition in this regard, offered in the law courts. The testimony before me discloses the fact that Mrs. Sands, as early as 1904, was confined in the New York State Asylum at Flushing, by an order of the courts of New York, and subsequently she was in another institution. She was sent to both places at the instance of her daughter, who was her guardian in the present action. She was released from these institutions because of the burden of expense, and also in the hope that she might be

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improved (see testimony of Miss Elizabeth Sands). She soon became unmanageable again after her release; and the testimony is that she would bite herself, tear her hair, run around the house unclad and exhibit the greatest violence without cause towards her daughter and others. During the last  
10 few years of her residence at Ridgewood her family and neighbors testified that at one time she had ideas of losing everything; at another, her mental condition would change, and she imagined she had vast wealth. At one time she was in fear of becoming a public charge, and at another she thought she was very wealthy; and this delusion was manifested by purchasing expensive articles in New York City, staying at the leading hotels with no means to pay the bills. The witnesses and her letters further unfold her delusion as to her influence  
20 with high public officials, from the President of the United States down; and of her ability, through these sources, to combat her enemies. These delusions as to her poverty, riches and far-reaching influence with public officials, were noticed prior to, during and after the recovery of the Phillips' judgment, and the sale of the property; as well as the incoherent talk, biting of hands, tearing of hair and improper dressing.

30 Last year, in June, and subsequent, of course, to the proceedings in the law court, a petition was filed by her guardian, in this court to have her adjudged a lunatic. Under this application Cornelius A. Demund, a physician of Ridgewood, Clarence Mabie, of the Bergen County Bar, and Robert Vanderbeck were appointed commissioners. Upon the findings of these commissioners a decree was entered in this court on August 2, 1915, that  
40 the said Clara L. Sands was of unsound mind and



incapable of conducting her affairs or transacting business, and that she had been in that condition for eleven years past.

The findings of the inquisition, which are presumptive evidence of the fact of lunacy, were admitted without objection in the case here before me in this court. The *prima facie* case established by them may be overcome by evidence, but there is practically no testimony before me which would lead to the belief that they were incorrect. The testimony of Mrs. Frederick W. Schwartz, and Sheriff Robert M. Heath, witnesses for the defendant, rather strengthens my opinion as to the unsoundness of Mrs. Sands' mind. The evidence of the defendant, while denying knowledge of the lunacy of Mrs. Sands, is to the effect that he knew of her extraordinary actions; and one of the witnesses of the complainant testifies to a conversation with him in which he suggested that steps be taken to have her committed because of her conduct.

Insanity does not, *per se*, vitiate any transaction. I think, however, in the case under consideration, that there was such an impairment of Mrs. Sands' mind, as to make her incapable of understanding in a reasonable manner, the nature and effect of her acts, or the affair in which she was participating. The transaction was affected by her intellectual incompetency. This brings her case within the rule laid down in *Shields vs. Lozear*, 23 N. J. Equity, page 510, and subsequent cases.

In accordance with these views a decree is advised, directing the defendant, upon the payment to him of the money expended for the purchase of the property, with lawful interest up to the time of the institution of this suit, to reconvey the lands to the complainant.



**Decree, Filed November 9, 1916.**

## IN CHANCERY OF NEW JERSEY.

|    |                                                                                                                                                                                                                                                                                 |   |                                         |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------|
| 10 | Between :<br>CLARA L. SANDS, a lunatic by<br>Elizabeth R. Sands, her guard-<br>ian,<br><br><div style="text-align: right; padding-right: 20px;">Complainant,</div> and<br><br>FRANK RUDDICK, et als.,<br><div style="text-align: right; padding-right: 20px;">Defendants.</div> | } | On bill for<br>relief. Final<br>decree. |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------|

20 This cause coming on to be heard in the presence of Hunziker & Randall, solicitors of the complainant, and William J. Morrison, Jr., Esq., solicitor of the defendants, on pleadings and proofs in open court, and the said pleadings and proofs having been read and the argument of counsel having been heard and the Court having duly considered the said pleadings, proofs and arguments and it now appearing to the Court that at and before the time of the recovery of a judgment against the said Clara Lorraine Sands by Loftus Phillips and George E. Phillips, which said judgment was docketed in the Court of Common Pleas of the County of Bergen on the 5th day of February, 1914, and at the time of the sale of the lands and premises hereinafter mentioned under the writ of fieri facias issued upon the said judgment out of the Court of Common Pleas of the County of Bergen, to wit, on the 5th day of February, 1914, and at the time of the recovery of a certain judgment for possession, in ejectment, in the Circuit Court of Bergen County, to-wit, on the 28th day of May, 1915, in a cause



wherein said Frank Ruddick was plaintiff and said Clara Lorraine Sands, was defendant, the said Clara Lorraine Sands was and hath since continued to be and still is, of unsound mind and incapable of managing or conducting her affairs, business and property; and that the said lands and premises were sold by Robert N. Heath, Sheriff of the County of Bergen under said execution, unto the said Frank Ruddick for the sum of \$500.00, and were at the time of the reasonable value of \$10,000.00, subject to a mortgage thereon of \$3,500.00; and that the said Clara Lorraine Sands by her guardian, the complainant in this cause, has, before the filing of the bill of complaint herein, tendered and doth now tender to the said defendant Frank Ruddick the moneys expended by him in the purchase of the said lands and premises under the sale held by virtue of the writ of execution hereinbefore mentioned, and lawful interest thereon up to the time of the beginning of this suit; and that the said defendant Frank Ruddick, ought, in equity and good conscience, upon the payment to him of the moneys expended by him in the purchase of the said lands and premises of the complainant Clara Lorraine Sands, to-wit, the sum of \$500.00, and the interest thereon from the 7th day of December, 1914, to the time of the filing of the bill of complaint in this cause, reconvey the said lands and premises to the complainant.

It is thereupon, on this 9th day of November, 1915, ordered, adjudged and decreed, and the Chancellor, by virtue of the power and authority of this Court, doth hereby order, adjudge and decree that at and before the time the judgment was recovered in the District Court of the Third Judicial District of the County of Bergen, on the 22nd day of January, 1914, by Loftus Phillips and George E. Phil-



lips, as plaintiffs, against said Clara Lorraine Sands, as defendant, and at the time of the docketing and issuing of the execution upon said judgment, to-wit, the 5th day of February, 1914, and the sale thereunder of the lands and premises owned by the said Clara Lorraine Sands, to-wit, the 8th day of July, 1914, and at the time of the said judgment in ejectment, and of the issuing of the writ of possession thereon, for said lands and premises, to-wit, May 28th, 1915, which said lands are situate in the Village of Ridgewood, County of Bergen and State of New Jersey, and more particularly described as follows:

(THE PARTICULAR DESCRIPTION IS THE SAME AS IN THE BILL OF COMPLAINT.)

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The said Clara Lorraine Sands was and hath since continued to be of unsound mind and incapable of conducting and managing her affairs, business and property; and that said Clara Lorraine Sands by her guardian Elizabeth R. Sands hath in good faith tendered to said Frank Ruddick the moneys paid by him for said lands and premises, with lawful interest and hath always been ready and willing to pay the same.

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And it is further ordered, adjudged and decreed, that the said judgment, the execution issued thereon and the deed for the above described lands and premises made by Robert N. Heath, Sheriff of the County of Bergen, to the defendant Frank Ruddick, bearing date the 7th day of December, 1914, which said deed is recorded in the Clerk's Office of the County of Bergen, in Book 895 of Deeds on pages 488, and the judgment in ejectment against said Clara L. Sands and the writ of possession thereunder obtained in the Circuit Court of Bergen County

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*Decree.*

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and issued out of said Court, to-wit, on the 28th day of May, 1915, in a cause wherein Frank Ruddick was plaintiff and said Clara Lorraine Sands was defendant, be and the same are hereby declared to be null and void, and obtained against a person of unsound mind and incapable of conducting and managig her affairs, business and property, and that the said Frank Ruddick, within 10 days from the service upon him of a copy of this decree and payment to him of the sum of \$500.00, being the purchase price paid by him for said lands and premises, and the interest thereon as aforesaid, execute and deliver to the complainant as guardian of the person and property of the said Clara Lorraine Sands, a good and sufficient deed of conveyance to Clara Lorraine Sands, for the said lands and premises, so that upon the delivery and recording of the said deed the said Clara Lorraine Sands shall be invested with the same title and estate in the said lands and premises as before the execution and delivery to said Frank Ruddick of the deed from Robert N. Heath, the Sheriff of the County of Bergen to him aforesaid.

And it is further ordered, adjudged and decreed that this decree shall operate and be of the same force and effect as a deed of conveyance of the above described lands and premises from the said Frank Ruddick and Mattie Ruddick, his wife, to the said Clara Lorraine Sands, and that a certified copy hereof be served upon the said Frank Ruddick and Mattie Ruddick, his wife, within ten days from the filing hereof.

And it is further ordered, adjudged and decreed that said Frank Ruddick do pay to the complainant herein her costs of this suit to be taxed,

And it is further ordered, adjudged and decreed that the complainant may be at liberty to apply to this Court for execution and further directions as she may be advised.



**Petition of Appeal, Filed November  
21, 1916.**

NEW JERSEY COURT OF ERRORS AND  
APPEALS.

|    |                                                                                                                                                                                  |                 |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 10 | Between CLARA L. SANDS, a luna-<br>tic, by ELIZABETH R. SANDS,<br>her next Friend,<br>Complainant-Respondent,<br><br>and<br><br>FRANK RUDDICK et als.,<br>Defendants-Appellants. | } On Bill, etc. |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|

- 20 To the Honorable the Court of Errors and Appeals in the last resort in all causes:
- The petition of Frank Ruddick and Mattie Ruddick, his wife, the appellants in the above-stated cause, respectfully shows that your petitioners find themselves aggrieved by a final decree made in the Court of Chancery by his Honor, Edwin Robert Walker, Chancellor of New Jersey, bearing date the ninth day of November, in the year of our Lord, nineteen hundred and sixteen,
- 30 wherein the said Clara L. Sands, a lunatic, by Elizabeth R. Sands, her next friend, was complainant, and the said Frank Ruddick and Mattie Ruddick, his wife, and others, were defendants, in this respect, to wit: that the said decree adjudges that at and before the time the judgment was recovered in the District Court of the Third Judicial District of the County of Bergen, on the 22nd day of January, 1914, by Loftus Phillips and George E. Phillips, as plaintiffs, against said Clara Lorraine
- 40 Sands, as defendant, and at the time of the docket-



*Petition on Appeal.*

ing and issuing of the execution upon said judgment, to wit, the 5th day of February, 1914, and the sale thereunder of the lands and premises owned by the said Clara Lorraine Sands, to wit, the 8th day of July, 1914, and at the time of the said judgment in ejectment, and of the issuing of the writ of possession thereon, for said lands and premises, to wit, May 28th, 1915, which said lands are situate in the Village of Ridgewood, County of Bergen and State of New Jersey, and more particularly described as follows: 10

(The particular description which follows is the same as in the bill of complaint.)

The said Clara Lorraine Sands was and hath since continued to be of unsound mind and incapable of conducting and managing her affairs, business and property, and that the said judgment, the execution issued thereon and the deed for the above described lands and premises made by Robert N. Heath, Sheriff of the County of Bergen, to the defendant Frank Ruddick, bearing date the 7th day of December, 1914, which said deed is recorded in the Clerk's Office of the County of Bergen in Book 895 of Deeds on page 488, and the judgment in ejectment against said Clara L. Sands and the writ of possession thereunder obtained in the Circuit Court of Bergen County and issued out of said Court, to wit, on the 28th day of May, 1915, in a cause wherein Frank Ruddick was plaintiff and said Clara Lorraine Sands was defendant, be and the same are hereby declared to be null and void, and obtained against a person of unsound mind and incapable of conducting and managing her affairs, business and property, and that the said Frank Ruddick, within ten days from the service upon him of a copy of this decree and payment to him of the sum of \$500.00, being the pur- 20 30 40



*Answer to Petition.*

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10 chase price paid by him for said lands and premises, and the interest thereon as aforesaid, execute and deliver to the complainant as guardian of the person and property of the said Clara Lorraine Sands, a good and sufficient deed of conveyance to Clara Lorraine Sands for the said lands and premises, so that upon the delivery and recording of the said deed the said Clara Lorraine Sands shall be invested with the same title and estate in the said lands and premises as before the execution and delivery to said Frank Ruddick of the deed from Robert N. Heath, the Sheriff of the County of Bergen to him aforesaid, and that said Frank Ruddick do pay to the complainant herein her costs of this suit to be taxed.

20 And your petitioners humbly appeal from that part of the decree of the Chancellor which decrees as aforesaid, upon the ground that the same is erroneous, for that the decree should have been that complainant's bill be dismissed.

Your petitioners therefore pray that the said decree of the said Chancellor may be, in the particulars aforesaid, reversed, set aside and for nothing holden. And that your petitioners may have such relief in the premises as to this honorable court shall seem meet.

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WM. J. MORRISON, JR.,  
Solicitor for Appellants and  
of Counsel with Appellants.



**Answer to Petition of Appeals, Filed  
January 9, 1917.**

**NEW JERSEY COURT OF ERRORS AND  
APPEALS.**

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Between CLARA L. SANDS, a luna-  
tic, by ELIZABETH R. SANDS,  
her next Friend,

Respondent,

and

FRANK RUDDICK et als.,  
Appellants.

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On Bill, etc.

The answer of the above named respondent to the petition of appeal of the above named appellant. 20

This respondent, 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 9th day of November last past, 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 respondent prays to refer thereto when the same shall be produced. And this respondent is advised and believes, that the said decree is agreeable to equity, and she prays that the same may be affirmed, with costs to be adjudged to this respondent. 30

HUNZIKER & RANDALL,  
Solicitors for and of Counsel with Respondent.

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## New Jersey Court of Errors and Appeals

CLARA L. SANDS, by Elizabeth R.  
Sands, her next friend,  
Complainant-Respondent,

vs.

FRANK RUDDICK, et als.,  
Defendant-Appellant.

On Appeal  
from Chancery  
Court.

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### APPELLANT'S BRIEF.

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#### Statement.

This is an appeal from a decree advised by Vice-Chancellor Lewis setting aside proceedings to enforce a judgment against the respondent, which were overreached by the retrospective effect of a subsequent finding, upon inquisition, that she was insane. The appellant is the purchaser at the Sheriff's execution sale, and appeals because the decree sets aside his Sheriff's deed for respondent's real estate. 30

The proceedings were as follows:

January 22, 1914—Judgment by Phillips against the respondent for \$428.26 and \$25.15 costs, was entered in the District Court for the Third Judicial District of Bergen County (Case, page 178, lines 20-29). 40



February 5, 1914—The judgment was docketed in the Bergen Common Pleas (Case, page 178, lines 29-32).

February 27, 1914—Execution was issued on the docketed judgment (Case, page 166, lines 16-17).

10      March 6, 1914—Levy was made by Sheriff on the respondent's real estate (Case, page 166, lines 35-40).

July 1, 1914—Date for which execution sale was advertised (Case, page 167; lines 10-15). The sale was adjourned one week at request of respondent's attorney, Mr. Frank Smit (Case, page 176, lines 22-28).

20      July 8, 1914—The respondent's real estate was sold at public vendue to appellant for \$500 subject to a mortgage of \$3,500 (Case, page 167, lines 28-40; page 168, lines 1-5).

July 18, 1914—Petition filed, verified by respondent, for an order to show cause why the sale should not be set aside because—

30      1. The Sheriff should have levied upon and sold respondent's personalty of which she alleged she had sufficient to satisfy the execution before selling her real estate.

2. By mistake she did not procure a further adjournment of the sale, until she could raise money to satisfy the execution, the mistake being that she thought it necessary to have a letter from her attorney to procure the adjournment, and waited for it at her attorney's office in Paterson so long that she did not reach the Sheriff's office in Hackensack

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until after the sale had been made. She deposited on July 13th, 1914, with the Sheriff, sufficient money to satisfy the execution.

3. The two tracts of her land should have been sold separately.

4. The price paid by Ruddick was grossly inadequate. (Case, pages 178-184, inc.) 10

July 21, 1914—An order to show cause why the sale should not be set aside was signed by Judge Seufert of the Bergen Common Pleas (Case, pages 185-186).

August 5, 1914—Order to show cause returnable. Testimony of witnesses in behalf of petitioner and respondent was taken and argument was had by attorneys for both parties (Case, pages 172-177, inc.). 20

November 12, 1914—An order was made by Judge Seufert denying the application to set aside the sale (Case, pages 188-189).

December 9, 1914—The Sheriff's deed was delivered and recorded in the Bergen County Clerk's office (Case, page 169, lines 15-17). 30

December 14, 1914—A writ of certiorari issued, on respondent's application, to review order of November 12th, 1914 (Case, page 170, lines 20-25).

May 3, 1915—Mr. Justice Parker dismissed the certiorari (Case, page 190).

May 6, 1915—The appellant brought suit in ejectment against respondent (Case, page 10, lines 20-30). 40



May 28, 1915—Judgment by default was entered for possession and a writ of possession was delivered to the Sheriff (Case, page 11, lines 8-30).

10 June 21, 1915—A petition was filed in Chancery by Elizabeth R. Sands, against her mother Clara L. Sands, for writ de lunatico inquirendo, and an order for writ was made. The appellant was not a party to these proceedings (Case, page 163, lines 10-20).

June 22, 1915—Commission issued (Case, page 163, line 24).

June 29, 1915—The bill was filed in this case by Elizabeth R. Sands, as next friend of Clara L. Sands, a lunatic (Case, page 1, line 10).

20 August 2, 1915—Decree was made in the lunacy proceedings that Clara L. Sands was insane, without lucid intervals, and had been so for 11 years prior (Case, page 163, lines 33-40; page 164, lines 1-40).

30 September 9, 1915—Letters of guardianship were issued to Elizabeth R. Sands in the lunacy proceedings, and her bill in this cause was amended so that she should appear as such guardian (Case, page 123, lines 30-40; page 124, lines 1-10).

February 23 and 24, 1916—This case was tried and argued.

October 25, 1916—Opinion was filed by Vice Chancellor Lewis.

40 November 9, 1916—Final decree was entered in this case.



In addition to the above proceedings, there was also a bill filed by Mrs. Sands herself to set aside this sale, on the same grounds urged by her in the Common Pleas. The appellant had moved to strike out this bill, because these questions had been litigated and decided in the Common Pleas and affirmed in the Supreme Court, and at this stage of Mrs. Sands' own litigation, her daughter became a litigant by filing the bill in this case. The record of these chancery proceedings by Mrs. Sands were not offered in evidence, the matter having been heard before Vice Chancellor Lewis himself. He refers to it in his opinion (Case, page 192, lines 16-20) and, of course, took judicial notice of what had been done before him in the same matter by Mrs. Sands.

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### **The Issues.**

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1. Respondent's bill alleges that Clara L. Sands was insane and incompetent when appellant acquired title to her real estate as above stated, and that she was, therefore, entitled to recover the property upon reimbursing appellant for his expenditures (Case, page 15, lines 8-38). This is denied by appellant's answer (Case, page 20, lines 23-33). From the decree for the respondent on this issue, this appeal has been taken.

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2. Respondent's bill alleges that the sale to appellant was irregular, for the same reasons stated in her petition to the Common Pleas, i. e., that the chattels should first have been sold; that by mistake in thinking a written request necessary, the sale was not adjourned; that the real estate should not have been sold in one parcel; and that the price was grossly inadequate (Case, page 7, lines 27-34;

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page 8, lines 37-40; page 9, lines 1-10; page 9, lines 30-40; page 10, lines 1-7). This is denied by appellant (Case, page 19, line 19; page 19, lines 28-38), who also pleaded that the decision of the Common Pleas and of the Supreme Court on certiorari, settled these issues in his favor and that such decision cannot now be reviewed in this case (Case, page 20, lines 38-40; page 21, lines 1-20).  
 10 The decree on this issue is for the appellant, no testimony having been adduced by respondent at the trial to support her allegations of irregularities in the conduct of the sale.

### **Grounds of Appeal.**

The appellant contends that the decree is erroneous in adjudging the Phillips judgment, execution sale, deed to appellant, the judgment in ejectment for appellant, and the writ of possession, to be null and void and obtained against a person of unsound mind and incapable of conducting and managing her affairs, business, and property; in adjudging that appellant reconvey the premises to respondent; and in awarding costs to the respondent (Case, pages 200, 201, 202).  
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#### **I.**

**At the time of the transactions in question, the respondent understood in a reasonable manner, the nature and effect of what was then being done, and therefore, these transactions should not have been set aside.**

The testimony showing Mrs. Sands' statements  
 40 and actions in connection with the Phillips' debt



and the judgment and execution issued on it, is as follows:

By Miss Sands:

Q. Do you know this firm or parties—do you know these people that recovered the judgment against your mother? A. Yes.

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Q. What was that for? A. Mother moved a little house—it was there for a great many years—and had masonry work done.

Q. When was that work done—moving this house that you spoke of? A. That was done in about 1913, I guess (Case, page 29, lines 28-40).

Q. Now, you say there was a small house there that was moved? A. Yes.

Q. You say Mr. Phillips was engaged in moving that house or doing something about the moving of it? A. Yes, the sidewalk.

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Q. Who made arrangements for the moving of that house? A. My mother did (Case, page 38, lines 18-25).

Q. Did you know that Phillips Brothers—the Phillips firm—had sued her? A. No.

Q. Did you ever ask her whether she had paid the men who had worked on the moving of that house? A. No.

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Q. Did you ever know her to be sued by anyone else? A. There was some trouble with Mr Hutton I believe at one time.

Q. How long ago was that? A. At the time she moved the house.

Q. Who was Mr. Hutton? A. He is a lumber man.

Q. What was the nature of the trouble? A. I really could not say very much about it

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except that there was something about the amount she paid the man.

Q. Do you know how that resulted? A. I don't know how it came out?

Q. Do you know whether the bill was paid?  
A. No, I don't know that for the simple reason that she had paid Mr. Higginson the money and Mr. Higginson ran up the bill in mother's name with Mr. Hutton.

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Q. Who was Mr. Higginson? A. The man that was doing the building.

Q. Did you know Mr. Higginson was paid?  
A. Yes; I paid him some of the time.

Q. How much did you pay him? A. I paid him two or three times \$50.00 (Case, page 43, lines 11-40).

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Q. Was that from your own money? A. My mother's.

Q. Where did you get it? A. From the bank.

Q. Your mother would draw the checks on which you drew the money? A. No; this was checked out of a savings bank.

Q. Were you one of the parties to whom that account was payable? A. No.

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Q. How were you enabled to get that money out of a savings bank? A. My mother would take and draw it out. She had a great deal of cash at one time with her. She used to carry a great deal of cash with her all the time.

Q. Where did she get it? A. Evidently money received from the sale of the house.

Q. She had no other resource or income except the sale of this house? A. Not that I know of.

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Q. When she had this cash money did you induce her to put it in the savings bank? A. No. You could not do anything with her.



Q. How did she come to open a savings account? A. She had it for years. It was my grandmother's.

Q. When you went to the savings bank did you learn how much she had? A. No.

Q. Did you have an opportunity to see her pass book? A. No.

Q. Do you know of any occasion after this house was moved by Mr. Higginson when she made deposits in the savings bank? A. No; I don't. 10

Q. Who paid the other men who were working on the moving of the house? A. I didn't know there was any other people.

Q. Did Mr. Higginson have the contract for the entire work? A. I believe so.

Q. And you made the contract with Mr. Higginson on your mother's behalf. A. Well, 20 I was present when she made it with him.

Q. And did she read the paper over and sign it? A. I don't know there was any signed.

Q. No written contract? A. No written contract.

Q. Did your mother and Mr. Higginson discuss the price and what was to be done? A. Yes.

Q. And did they come to an agreement as to what was to be done and what was to be paid? A. Not anything very definite. That is why we stopped the building of the house. 30

Q. What was the arrangement made between that man and your mother? A. He was to do it for a certain amount, I believe.

Q. And did you think that that was too much? A. He was not doing it in the right way.



Q. You say that his workmanship was wrong? A. Very unsatisfactory.

Q. When did you observe that—before or after had given him the work to do? A. After.

10 Q. How long after? A. While he was doing it. I don't remember how many weeks after.

Q. At the time that your mother and Mr. Higginson were discussing the work to be done and the price to be paid for it were you present? A. Yes.

Q. Did the arrangement entered into meet with your approval? A. Not at all, because he did not give value received.

Q. Because the price was too high? A. He was not doing the work properly.

20 Q. You say you were present when your mother and Mr. Higginson agreed on this building and there was no written agreement? A. Yes; I heard nothing of any written agreement, and this man used to come and demand money ever so often and I would go down and look at the house and he was doing it extremely poorly and I would say, "Mother, you have got to stop it."

30 Q. You say that your mother and Mr. Higginson, in your presence, agreed or had an understanding, but there was no written agreement as to the work that was to be done, and that he was to be paid some certain sum for this work? A. Yes.

Q. You were present while that was being discussed? A. Yes.

Q. Did that arrangement meet with your approval at the time? A. Yes; at that time (Case, pages 44, 45, inc., page 46, lines 1-17).



By Miss Doig:

Q. Did she ever say anything to you about the masonry bill? A. Well, she said she would pay it when she got the money. She expected some money—she didn't say where—but she expected some money and she thought she would be able to pay expenses and contracted bills in so many different places and she would pay a deposit on different things and then she would expect to get it later on. (Case, page 59, lines 14-22). 10

By Miss Sands:

Q. Did you say anything about the property—you must have called the subject to her attention in some way? A. Why, I spoke about the place being sold in the manner which it was, and she said it was a forced sale and that they were all conspiring against her. She was absolutely unreasonable. There had been a false sale; there had been a Mr. Phillips who had conspired against her and was trying to run her out of town, and everybody was taking things away from her (Case, page 42, lines 37-40; page 43, lines 1-10). 20

By Miss Doig:

Q. Did Mrs. Sands ever talk to you after the house had been sold? A. Yes; she said it was a fraud and how she was going to pay but had no idea that they were going to do anything of that kind. 30

Q. Where was she when she talked about it? A. Why, she was at our house, I think.

Q. When was it—about what part of the 40



year? A. I would say shortly after the sale. I don't remember now exactly.

Q. Of course, you cannot remember the exact details? A. No, I don't.

10 Q. What was the general facts of her statement? A. Well, it was hard; she had been defrauded; that she was going to pay the debt, and that she thought that they were rather hasty to come there and do a thing of that kind.

Q. Did she say that she and her attorney were engaged in some effort to have the sale set aside? A. I think she was trying to do that.

20 Q. I am trying to bring out what she told you. A. She spoke about it being a fraud but I am not so positive whether or not she said that she was trying to regain it. She had all sorts of plans and ideas about it, about her troubles, about the way she had been defrauded.

Q. She spoke of the sale being a fraud, did she? A. Yes.

Q. And she was going to take the sale to some higher authority? A. Yes.

30 Q. For the purpose of setting the sale aside? A. She had some idea (Case, page 62, lines 6-40).

By Miss Robinson:

Q. Do you remember this sale of her property? A. Why, I heard it was to be sold.

Q. Well, did you see her after you heard it was to be sold and after it took place? A. Yes.

40 Q. Did she say anything to you about it? A. She thought she could get the place back.



She was in hopes of getting it back (Case, page 64, lines 15-21).

Q. You say that you talked to her after you heard that her house was to be sold and before it was sold? A. Well, she talked to me. I didn't have much to say to her (Case, page 66, lines 37-40).

Q. What did she say to you about it? A. 10  
Well, she said she would get the place back.

Q. How was she to do that? A. I think she did have the money and she was just there too late for the sale.

Q. What did she tell you about that? A.  
She told me that she had got this money and the sale had been a few minutes before.

Q. Did she tell you when she got the money?  
A. No.

Q. Did she say that she borrowed it? A. 20  
She didn't say.

Q. Did she tell you that she had tried to get the money earlier? A. No; she didn't say—only she was there too late.

Q. Did she tell you before the sale or say anything before that of getting an offer to sell the place? A. No; she didn't tell me anything about it.

Q. What did she tell you about the sale? A.  
Well, she said it wasn't a sale at all; it was 30  
a fraud.

Q. That was after the property really had been sold she told you that? A. She said the sale was not legal (Case, page 67, lines 1-28).

By Mrs. Schwartz:

Q. Do you remember in one of those conversations any mention of the proceedings to sell her land? A. Yes, sir.



10 Q. What was that conversation? A. She came to the garden fence one morning when I was picking peas, and she said to me, "Do you know that they are going to sell my place"? and I said, "Yes," and she said, "Yes, they are going to sell it"; and I said "That is too bad" and she said, "Well they won't get it, though" and that was about the substance of the conversation.

Q. What brought the conversation to a close? A. I had finished at my row of peas, and I went in the house.

Q. Did you ever talk to Mrs. Sands about the sale of the property on other occasions? A. Yes, sir.

Q. What was that occasion; where did you meet her? A. On the street.

20 Q. Where? A. Right near our yard; right at Mrs. Sands' property there is a letter box, and I walked down there to put two letters in the box, and she was in her yard, and she called to me and then came to me and told me—

30 Q. What was that conversation? A. She said, "Do you know that they sold my property"? and I said "Yes" and she said, "What do you think about it"? and I said, "I am very sorry"; she said, "But they are not going to get it," and I said "No"; and she said "Do you know who has bought it"? and I told her "Yes" and she said, "You know those Rudicks have bought it"; and then I left her and walked in (Case, page 88, lines 6-38).

By Sheriff Heath:

40 Q. Had you seen her on the day from which the sale had been adjourned; had you seen her



on the first day? A. Yes, sir, I saw her the first day.

Q. Where did you see her; did she come to the office? A. I am inclined to think it was the day before the day set for the sale that she came to the office.

Q. Did you have any conversation with her then? A. Yes, sir. 10

Q. What was it? A. She requested an adjournment and said that Mr. Smit would make the request in a formal way, which he did, and the sale was adjourned for a week.

Q. Now, did she come to your office again? A. Yes, sir, the day it was sold (Case, page 105, lines 6-20).

Q. When that sale was advertised, and the sale day came, did you see Mrs. Sands? A. Yes, sir. 20

Q. And have any conversation with her? A. Yes, sir.

Q. What was the conversation? A. She came in about 25 after two, after the sale—this was after the property had been sold, about five minutes after the property had been sold, and she had a little girl with her, and I informed her that the sale had taken place, and she said that she was very sorry to hear it, and sat down and cried, and she said she came there for the purpose of having it adjourned, and I told her that she should have telephoned me, and that I had telephoned her lawyer in Paterson, and the stenographer had answered the 'phone, and she was just there temporarily for a day, and she knew nothing of the case and did not know whether it was the desire of Mr. Smit to have it adjourned or not, the lawyer was out. 30 40



10 Q. Did you have any further conversation with Mrs. Sands? A. She said that she thought it was necessary to go to the attorney's office in order to get an adjournment, and that she had been to the city and had gone to the attorney's office in Paterson and that was the reason for her getting there so late (Case, page 104, lines 14-40; page 105, lines 1-5).

Q. Did she seem to think that Mr. Smit or Mr. Pearson would attend to this matter for her? A. She thought that Mr. Smit would attend to it for her.

Q. Do you think that she knew that her property was about to be sold when she asked for an adjournment? A. The first time, yes.

20 Q. Do you think the day she came there after the sale that she understood before she left that it had been sold? A. Yes, sir.

Q. She understood that? A. Yes, sir (Case, page 107, lines 28-40).

Q. You have spoken to Mr. Hunziker about the former executions; how many other executions than the Phillips' one did you have? A. There were at least two that were settled by money that she secured through the loan.

30 Q. Had the property been advertised for sale in the first one? A. No, sir, she made a settlement.

Q. Who brought in the money to make this settlement; do you remember? A. I think she did.

40 Q. Did she have any attorney acting for her while you held the two earlier executions? A. I could not say; I don't think that Mr. Smit came in the case until after the property was advertised; I think she spoke of an attorney



that she secured this money through, but my impression is that she brought the money there herself.

Q. And how long before the Phillips' execution did you hold these other two executions?

A. About two months.

Q. Sometime during the year 1914, then?

A. Yes, sir (Case, page 109, lines 18-40).

10

By Mr. Smit:

A. It was in March, 1914, she met me at the District Court in Ridgewood; I was about to try a case, and she came to me and she said there was an execution sale to take place within a few days at Hackensack, and I said: "You had better take care of it"; and she said, "I am." She said "I am going to fool them all, I will have the money right on the minute" and I said, "Be sure, or I will get an adjournment for you" and she would not listen to it, she said she could handle her own affairs better than I could—that she had a friend in New York who was going to advance the money (Case, page 117, lines 6-18).

20

Q. What did you tell her to do? A. I told her she had to raise that money within a week and she said she had a friend in New York and other friends in New York, who were going to attend to her financially.

30

Q. Did she talk rationally to you at that time? A. Yes, sir (Case, page 118, lines 29-36).

Q. What did she say to you? A. She would say, "No, I can take care of that myself, I am going to see a friend of mine in New York"; I would say, "Mrs. Sands, won't you let me take care of it"? and she would say, "No, I

40



can take care of that myself. I can fool them all."

Q. Did she tell you how? A. By obtaining the money in a quiet way from these friends in New York and flashing it on the sheriff at the time of the sale (Case, page 119, lines 21-30).

10 Q. The claim that you said you first attempted to collect from her, you said that was settled? A. Yes, sir.

Q. Who made the payment? A. I have forgotten whether it was Mrs. Sands or Mrs. Rud-dick, or the one who holds the first mortgage on that place or did hold it.

Q. How large a claim was it? A. \$150.00 or \$160.00.

20 Q. And you say Mrs. Sands spoke to you in the District Court about an execution? A. It was the Phillips-Sands execution.

Q. You said she was irrational as to her property and that you suggested that she let you attend to this matter for her? A. Yes, sir.

30 Q. Did you tell her you could get her the money with which to settle the judgment? A. I offered to try to find a person who would advance the money to her if she would let me, but she said she could do it herself; I said I would try to find the money for her.

Q. You did not have the money personally to lend her? A. No, sir.

Q. Her answer was that she had some friends in New York or elsewhere who would lend it to her? A. Yes, sir (Case, page 122, lines 11-40).

40 The foregoing testimony adduced in large part by the respondent's witnesses, shows that Mrs.



Sands had ordered Phillips to do some work for her at a price and on terms approved by her and her daughter; that the work had been done; that Mrs. Sands knew that she owed Phillips for it and was planning to pay him; that after she was sued and execution had issued, she knew that she could pay the Sheriff and stop the execution sale; that she planned to do so in this case and had done so in two other cases pending against her at or about the same time; that she knew her rights as to an adjournment; that she knew after the sale that the property had been sold and sought to redeem it by paying to the Sheriff the money necessary to satisfy the execution. 10

Mr. Smit, Mrs. Sands' own attorney in her litigation, testified that he warned Mrs. Sands that she would lose her property unless she paid the judgment, asked her to let him attend to it for her, and that she refused, saying that she would attend to it herself as she had some friends from whom she would borrow the money. On cross examination, he testified that he had no money of his own to lend Mrs. Sands, had no clients who could make the loan at that time, nor had he any definite idea where he would get it for her; that he intended, if she had intrusted the matter to him, to seek some one who would make the loan. 20

Surely Mrs. Sands made a sane choice between relying on her friends, who she was confident would lend her the money, as in fact they did just after the sale, and relying on her attorney who had no definite idea where he might find the money, but was at that late day to begin to look for it. And when she did get the money from her friends shortly after the sale, she went to the Sheriff and paid it to him, with the very apparent and very sane, although mistaken idea, that she could in that way redeem her property from the sale. 30 40



As Vice Chancellor Garrison said in *Pallidino vs. Hilpert* (72 N. J. Eq., 270, at page 279) :

10        "There are many jurisdictions in which one  
       whose land has been sold by judicial process  
       has a certain length of time within which to  
       redeem the same. This right is created and  
       regulated by statute. There is no such statute  
       in New Jersey. The Court cannot legislate.  
       The complainant herein, in my view of the cir-  
       cumstances and the law, is seeking nothing  
       more or less than the right to redeem. He does  
       not show any existing equity, but does disclose  
       a situation which demonstrates, perhaps, the  
       advisability of the creation of a new equity,  
       namely, the right to redeem property sold by  
       judicial process. I cannot find any authority  
       in our law establishing any such right."

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      There is no testimony offered in support of this  
       bill to show that at the time of the lawsuit, and the  
       execution proceedings, Mrs. Sands did not under-  
       stand what was going on. The complainant has  
       contended herself with a recital of the general con-  
       dition of her mother's mind over a period of many  
       years, and except for the evidence above quoted  
       none of the witnesses attempted to show that Mrs.  
       Sands did or did not understand the nature of the  
       transactions in question at the time they took place.

30

      Although these witnesses testified that complain-  
       ant, some years before the sale, had been afflicted  
       by a severe nervous malady, and had always been  
       extremely excitable and self willed, had sometimes  
       been extravagant, peculiar in her habits of speech  
       and dress, and had certain unsound notions on  
       religion and as to lawyers, none of the testimony  
       indicated that any of these maladies or peculiarities



had ever prevented Mrs. Sands from managing her own business affairs and her own property. Extravagant as her daughter claimed her to be, she admitted that her mother with the \$10,000 received from some New York real estate which she had sold, and \$3500 which she borrowed on mortgage on the Ridgewood property, had maintained herself and her daughters for five or six years (Case page 32, lines 30-40; page 33, lines 1-20) and still had a few thousand dollars of it (Case, page 38, lines 38-40). She had no other income, did not earn any money (Case, page 41, lines 17-25) and had no financial assistance except recently occasional gifts from her daughter (Case, page 39, lines 30-40) which the daughter did not describe in detail as to value and frequency and which could not have been very large as the daughter had only her earnings as a trained nurse.

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The lunacy proceedings were offered in evidence (Exhibit C-4, Case, page 163, and page 164) but of course, the finding in these proceedings is not conclusive against the appellant, who was not a party to those proceedings, even as to the point of time when taken, much less can it have any effect against him for the retrospective period of over a year. *Aber vs. Clarke*, 10 N. J. L., 217, 18 Am. Dec., 417; *Hill vs. Day*, 34 N. J. Eq., 150.

When one considers all of the testimony, how can a reasonable conclusion be reached that this woman lacked mental soundness? The rule as to the mental capacity requisite in cases of ordinary contracts is well settled in this state and as pointed out by Vice Chancellor Garrison in *Sbarbero vs. Miller*, 72 N. J. Eq., 248, at page 266 (affirmed 74 N. J. Eq., 453) the test is: Did the person whose act is brought in judgment possesses sufficient ability at the time he did the act to understand in a reasonable manner the nature and effect of his act or the

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business he was transacting? *Kern vs. Kern*, 51 N. J. Eq., 574, 26 Atl., 837, at page 838 (Green, V. C. 1893). In that case, Vice Chancellor Green observed:

10       “The old doctrine that the mind, although it  
has different faculties, is one and indivisible,  
and that if any of its parts is disordered, or if  
it is in anyway diseased, or its healthy opera-  
tion in any function disturbed, it is an un-  
soundness which affects the whole organ and  
renders the person legally of unsound mind  
and incapable of entering into a civil contract,  
is no longer recognized. The question under  
the present state of the law, is not whether the  
mind of the party was in any way affected or  
impaired, but whether, such being the case, the  
20       impairment or defect of the mind influenced or  
inspired the act which is the subject-matter of  
consideration; for, admitting that the party  
was subject to some delusion, or that his mind  
was in some faculty impaired, if the act chal-  
lenged is not traceable to, and has not prob-  
ably been influenced by the defect of intellect,  
but is the result, so to speak, of the action of  
the unimpaired faculties of his mind, it will  
not be disturbed.”

30       And further (at page 586 of 51 N. J. Eq. at  
page 841 of 26 Atl.):

40       “A man may be mentally unsound in a  
medical point of view from certain conditions  
which exist, which would not, in a legal sense,  
relieve him from responsibility. He may be  
subject to mania, and medically of unsound  
mind, yet if the peculiar phase of mania had no  
influence upon the act brought in question,



such act is not, in the law, invalid. He may be an imbecile, and medically of unsound mind, but if he has sufficient mind to reasonably understand the act which is brought in question he is legally competent.

Applying the principles deduced from these cases it is clear that the complainant has utterly failed to prove that there was any such impairment of Mrs. Sands' mind as made her incapable of understanding in a reasonable manner the nature and effect of her acts, or of the business that she was transacting, or that the acts challenged were traceable to or influenced by any delusion. 10

The rule is, as stated by Mr. C. J. Beasley, delivering the opinion of the Court of Errors and Appeals in *Lozear vs. Shields*, 23 N. J. Eq., 509 :

“Mania does not, per se, vitiate any transaction, for the question is whether such transaction has been effected by it. Where a pure defense of mental incapacity is interposed, I think the true test, in this class of cases, is whether the party had the ability to comprehend, in a reasonable manner, the nature of the affair in which he participates.” 20

The present case is, if anything, stronger than the Barber and Lozear cases for in this transaction the appellant dealt, not with the alleged incompetent alone and unaided as in those cases, but with the Sheriff who in the due performance of his official duty, sold and conveyed the premises by a procedure and in a manner sanctioned by law and precedent as protecting not only the rights of the judgment creditor and the purchaser, but also the rights of the judgment debtor whose property is sold. 30



It is respectfully submitted that it is shown that Mrs. Sands did understand very clearly just what was being done, and that, therefore, these transactions should not have been set aside upon the ground of her subsequently adjudicated insanity.

## II.

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**The Phillips judgment and execution should not have been set aside, because the consideration supporting the judgment has not been impeached.**

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It is to be noted that none of the testimony showed that Mrs. Sands did not owe Phillips the amount for which judgment was given, or that she had any defence whatever which she or any one acting for her, could have asserted or could now assert, in that suit.

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While it is unquestioned that the Court of Chancery has the power, and it is its right and duty to set aside a judgment against a lunatic, in cases in which a defense could have been made, it is respectfully submitted that the Court of Chancery has never interfered to disturb a judgment recovered against a lunatic by due process of law, unless the consideration has been impeached, and no other remedy existed. *Crippen vs. Culver*, 13 Barb. (N. Y.), 424.

In the case of *Karr's Executor vs. Crevelling, et als.*, reported in *N. J. Law Journal*, Vol. II, page 119, there was an application by a newly appointed guardian in lunacy to restrain the sale of lands of the lunatic by certain judgment-creditors. Mr. Pitney, then advisory master, said:

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"The other judgments upon which the lands of the deceased were advertised for sale are



all founded on promissory notes signed by the decedent as surety, but at a time when he was confessedly competent and no question was made as to their validity. If a defense had been interposed at law in these last cases it must have failed. The plaintiffs in those cases were derelict in their duty, so to speak, in entering judgment by default, but I cannot say it is inequitable in them to take advantage of their judgments regular on their face, which are for moneys justly and legally due them. 10

A decree will be advised permitting the Sheriff to proceed to sell the lands of decedent by virtue of the executions in his hands

\* \* \*

In *re Hopper*, a lunatic (5 Paige, 490) there was an application to the Chancellor to stay certain suits commenced against a lunatic and also to stay proceedings on executions issued before the institution of the lunacy proceedings. Chancellor Walworth said (at page 491): 20

“\* \* \* In the cases in which judgments had been obtained and executions issued and levied on the property of the lunatic, before this court obtained jurisdiction in the matter by the institution of proceedings before the Vice-Chancellor to obtain a commission of lunacy, I doubt whether it is right to interfere in this summary way to deprive the plaintiffs of their legal liens, although the recovery of the judgments and the whole proceedings in those suits are overreached by the finding of the jury, under the commission of the lunacy. As the court of law had jurisdiction of the cases, if the judgments are either irregular or erroneous, on the ground that the suits were prosecuted against a defendant who 30 40



10 was legally incompetent to make any defense thereto, the remedy appears to be by a summary application to the court in which the judgments were obtained, or by a writ of error. Or, if there is no remedy at law, and the judgments have been improperly recovered against a lunatic for pretended claims which were not justly due, it may be a proper case for the committee to proceed by a bill in equity to be relieved against such judgments."

20 In this case there is no proof that the Phillips judgment was recovered against Mrs. Sands for a pretended claim which was not justly due, neither is there any proof of any irregularity in the proceedings leading up to the judgment. Without such proof it must be presumed that the District Court judgment was properly obtained; McDevitt vs. Connell, 71 N. J. Eq., 119; and the judgment should not have been set aside merely because it was overreached by the subsequent finding that Mrs. Sands had been insane when it was entered.

### III.

30 **The appellant had no notice that the respondent was of unsound mind when the Phillips judgment was entered nor that the judgment upon which the Sheriff's sale was made was erroneous or invalid in any respect. He, therefore, had a right to bid at the sale, and is entitled to retain the fruits of his purchase, even if the judgment upon which the sale was predicated might afterwards be set aside.**

40 Ruddick was, it appears from the evidence, a neighbor of Mrs. Sands, but there is no evidence



that he knew that she was of unsound mind when the Phillips judgment was entered. The only attempt to impute such knowledge to him is directed to a period four to seven years before the judgment was entered (Case, page 35, lines 18-40; page 36, lines 1-20), and Miss Sands does not pretend that appellant had such knowledge at or about the time of the sale (Case, page 36, lines 15-20). 10

Even as to notice to Ruddick at this remote time, Miss Sands is not corroborated, for her friend, Miss Edwards, says that she knew nothing of it (Case, page 72, lines 1-10). The appellant says (Case, page 114, lines 22-28) that when one of Mrs. Sands' daughters requested them to join in an application to have her committed, appellant and his wife refused to do so; and this is corroborated by Mrs. Swartz (Case, page 98, lines 25-40; page 99, lines 1-10; page 93, lines 37-40; page 94, lines 1-20) whose testimony clearly shows that the neighbors did not consider Mrs. Sands insane at that time. 20

It is shown by the testimony quoted and summarized under Point I of this brief, that Mrs. Sands did understand, in a reasonable manner, what was being done in this litigation. This, of course, negatives any argument that the appellant should have known she was incompetent, because she was not incompetent. Appellant was fully justified in believing Mrs. Sands was competent at the time of the judgment and sale, for others much closer to her and much more vitally interested in her affairs were of the same opinion. Miss Sands, her daughter, did not at that time apply for guardianship, and Mr. Smit, the attorney who conducted the litigation attacking the sale, never suggested to the Court that his client was incompetent and that she should be represented by a guardian. 30 40



Mr. Smit's endeavors in behalf of his client were so zealous and his standing and reputation at the Bar are so high that the only conclusion to be reached from his actions is that he did not apply for a guardian because he did not then consider Mrs. Sands incompetent.

10 Less than a month after the sale, on August 5th, 1914, Mrs. Sands was sworn and fully examined as a witness as to these very transactions before Judge Seufert, in her proceedings to set aside the Sheriff's sale (Case, page 172, lines 12-40; page 173, lines 1-2). He is the only one of the Judges who have considered this case in its numerous ramifications, who has seen Mrs. Sands and heard her testify, and he did so practically at the time of the sale. His opinion of her competency is of much more probative value than that of the lunacy  
20 commissioners or their jury who a year later, August 2nd, 1915, on ex parte testimony and without ever seeing or hearing her, condemned this woman as insane at and before the time she testified before Judge Seufert. That Mrs. Sands was then sane in Judge Seufert's opinion, is manifest from the fact that he permitted her to proceed as a party and as a witness, which he would not have done had she shown by her actions or words before him that she was insane, or did not under-  
30 stand in a reasonable manner, what had been done and what was then being done in reference to this sale. If Judge Seufert, and her own attorney and her own daughter did not consider her incompetent, it is impossible to hold that a third party, even though a neighbor but having no intimate acquaintance with Mrs. Sands, can be said to have had such notice of her incompetency that he purchased at his peril at the Sheriff's sale.

40 It was not until Mrs. Sands had been defeated in all the litigation which she or any other sane per-



son could have brought against Ruddick, that the question of Mrs. Sands lunacy was raised. Using the reasoning of Vice-Chancellor Dodd in *Shields vs. Lozear*, 22 N. J. Eq., 447, at page 450, we may summarize the present case, as he did the *Lozear* case by saying: It is unnecessary to review in detail the evidence of the numerous witnesses whose testimony has been taken. The price of the property is shown by the decision of the Common Pleas and Supreme Court to have been adequate. Her intelligence and capacity to attend to her business affairs, particularly at the time the sale was made, are attested by her daughter, her neighbors, her attorney, the Common Pleas Judge, and the Sheriff all of whom talked with her at that time, and had the best opportunity of judging. 10

Eccentric and excited conduct has been shown, and much has been made of her difficulties with lawyers and courts (any lawyer knows that an unsuccessful litigant often has peculiar ideas of lawyers and courts) and her suspicion of those whom she believed were attempting to change her daughter's religious belief, which are alleged to show her unsettled mind. To those difficulties great importance has been attached by her daughter and her daughter's friends. But it is manifest from the proofs that a conscientious attorney acting for her did not then suggest her incompetency to the Court, and that the daughter did not deem it necessary to obtain her own appointment as committee, or even to intervene in the litigation as next friend until her mother had been defeated on every contention that she herself could raise; that it is not the respondent's insanity, but the daughter's dissatisfaction with the result of the mother's litigation and a desire to conserve the property in her 20 30



own control during her mother's lifetime, and for herself after her mother's death, that engendered in her mind the notion, and perhaps the honest conviction of her mother's incompetency, from which notion or conviction arise the opinions on this subject, which she and some of the respondent's witnesses have expressed.

- 10 Even if the decree properly opened the Phillips judgment, the law is well settled that, where a judgment is reversed, the parties are restored to their original rights, but only so far as can be done without prejudice to the rights of third persons. The rights of third parties are not affected. Their title to property acquired under an erroneous judgment is not divested by its reversal; Shultz vs. Sanders, 38 N. J. Eq. (11 Stew.) 154, in which Vice Chancellor Van Fleet said, at page
- 20 156:

- 30 "It may be that the decree in this case was made, as against the infant defendant, on insufficient proof, but, so long as the decree stands, it concludes both the subject-matter of the suit and the parties to the suit. A court of general jurisdiction may misconstrue, misapply or plainly disobey the law, in pronouncing judgment, yet, so long as its judgment remains unreversed, it unalterably binds the parties and pronounces the law which defines and determines their rights in that particular case. A purchaser of land sold pursuant to the decree of a court of general jurisdiction, assumes no responsibility for the correctness of the legal principles on which the decree is founded. All he need do is to see that the Court had jurisdiction of the parties and of the subject-matter of the suit, and that the decree pronounced was within the scope
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of the pleadings. A record showing these facts must be accepted by every domestic tribunal as an indisputable verity. Even a subsequent reversal of the decree will not affect him, for it is a principle of manifest justice, as well as of established law, that rights acquired by a third person, in the enforcement of a decree of a court of general jurisdiction, shall endure, though the decree be afterwards reversed. Rorer on Jud. Sales, Sect. 431. In such case, the injured party must look for redress to the person who got the money for the land, and not to the person who paid his money for the land under the sanction of a judicial sentence. So great is the faith reposed in judicial records, that it has been held that a bona fide purchaser at a judicial sale is entitled to hold the land he has purchased and paid for, though the defendant had, before the sale, paid the debt on which the judgment was founded, but left the judgment to stand open and unsatisfied on the records. *Nichols vs. Disner*, 5 Dutch., 293; S. C. on error, 2 Vr., 461.”

This opinion was affirmed by the Court of Errors and Appeals, 38 N. J. Eq., 293.

And even though Mrs. Sands was insane, she was liable to be sued and a judgment be rendered against her. *Van Horn vs. Hann*, 39 N. J. L. (10 Vr.) 207. *Freeman Judgments*, Sect. 152. *Stigers vs. Brent*, 50 Md., 214, and execution could also issue against her, *Wilkinson Gaddis and Company vs. Markert*, 65 N. J. L., 518; *Johnson vs. Pomeroy*, 5 Ohio St., 247; *Deberich vs. Rodman's Committee*, 5 Ky. Law. Rep., 325. And before any proceedings had been instituted to set aside the



Phillips judgment, upon a sale on execution issued on that judgment by the Sheriff of Bergen County, appellant like any other person not a party to the judgment, who had no notice of its invalidity, had a right to bid at the sale, and would be entitled to retain the fruits of his purchase, although the judgment upon which the sale was predicated might afterwards be set aside. Crawford vs. Thompson, 161 Ill., 161, 43 N. E., 617.

Vice Chancellor Garrison said, in Hilpert vs. Palladino (72 N. J. Eq., 270, at page 278) citing many cases in this state, that—

“The Courts have frequently called attention to the necessity of having sheriff’s sales or judicial sales upheld unless there is some strong reason for setting them aside, and have pointed out that the purchaser at an official sale becomes invested with a fixed and definite legal right, of which he should not be deprived except upon some legal or equitable ground.”

It is respectfully submitted that there is in this case no legal or equitable ground upon which the appellant should be deprived of his rights and that the decree should not have set aside the appellant’s deed.



## IV.

**The appellant's deed should not have been set aside for reasons other than respondent's lunacy, because all other questions suggested by the allegations in complainant's bill have been litigated between the same parties in the Common Pleas and Supreme Courts, and the judgment of these Courts operates as an estoppel.** 10

The parties before the Supreme Court and the Common Pleas were the same as those now before the Court of Errors and Appeals, although the bill in the Chancery suit is filed by Miss Sands as next friend or committee, for her mother. In reference to nominal parties and real parties in interest, in matters of abatement or estoppel, the question is: Are the real parties in interest the same? If so, the second action must be abated, or the parties are estopped, regardless of the fact that the nominal parties are not identical. 1 Corpus Juris, Abatement and Revival, page 80, Sec. 104. 20

Mrs. Sands is the real party in interest in the present case. There is no suggestion that the daughter has any title or interest in her own right in the premises conveyed to the defendant, she is merely the representative of her mother, for the purpose of conserving what she contends is her mother's property. 30

In *Miller vs. Barber*, 73 N. J. L., 38, it was held that courts of law have a summary jurisdiction of an equitable nature, exercised through stay of execution and the like, for the purpose of preventing their judgments and process from being made the



means of working injustice, and Mr. Justice Pitney, at page 41, said :

“Whether this relief shall be sought by the defendant through application to this Court for a stay of execution or by a bill in Chancery to restrain the enforcement of the judgment in ejectment is for the defendants to determine.”

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citing many earlier cases to the same effect.

Vice Chancellor Garrison in *Palladino vs. Hilpert*, 72 N. J. Eq., 270, at page 275, said :

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“The Court of Errors and Appeals, in the case of *Voorhis vs. Terhune*, 50 N. J. L. (21 Vr.), 147, lays down the rule that the Court upon whose judgment execution issues has full power to set aside an execution sale whenever the ends of justice and fair dealing require it, and there are numerous cases in this state which affirm the right of the common law Courts to exercise even equitable powers concerning the executions and sales thereunder in their own Courts. *Barber vs. Miller*, 73 N. J. L. (44 Vr.), 38 (Supreme Court, 1905). The general principles and numerous cases will be found in 17 Cyc., 1280, 25 Am. & Eng. Encycl. L. (2nd. ed.), 783; 17 Cyc., 1135.”

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The appellant offered in evidence (Ex. D 2, case, page 169 et seq.) a certified copy of the record of the certiorari to review the decision of the Common Pleas that the sale by the sheriff to the appellant should not be opened, and in this record, as part of the return to the certiorari, will be found the Common Pleas proceedings, certified by the County Clerk. An examination of this exhibit shows that the matters in issue or points controverted in the Common Pleas upon which the find-

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ing was rendered there and affirmed by the Supreme Court were first, those which may be called irregularities in the levy and sale, e. g., the failure to levy first on the personal property (case, page 183, lines 7-12) and the failure to sell the premises in separate parcels (case, page 182, lines 39-40; page 183, lines 1-7); second, the inadequacy of price as raising a presumption of fraud (case, page 183, lines 12-18); third, the mistake of respondent as to her right to request a second adjournment without having a letter from her attorney and her delay in reaching the sheriff's office before the sale had actually taken place (case, page 181, lines 38-40; page 182, lines 1-16); and fourth, any fraud, collusion or conspiracy chargeable to the appellant. As to these issues, so far as suggested by the respondent's bill in this case, the respondent is estopped by the decisions against her in the Common Pleas and Supreme Court on the same points. *Lake vs. Weaver*, 80 N. J. Eq., 395; affirmed 80 N. J. Eq., 554. 10 20

This was, in effect, conceded by respondent's solicitor at the hearing, as but little if any testimony was offered on these points. The only question, therefore, in the present case, is whether the sale should be opened and the deed set aside upon the sole ground of respondent's alleged incompetency. 30

**In this case, therefore, it must be taken as settled that the sale to the appellant was regularly made, and that the price for which the property was sold was an adequate price, that the mistake of the respondent, if any, was not sufficient to permit her, or one acting for her, to set aside the sale, and that it was not tainted by any fraud or collusion.** 40



## V.

**Summary.**

1. The respondent has not shown that Mrs. Sands was insane, and therefore the decree should be reversed. Point IV.

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2. The respondent has not shown that Mrs. Sands was so insane as not to understand, in a reasonable manner, what was being done when her property was sold to appellant, and therefore the decree should be reversed. Point I.

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3. The respondent has not shown that any unfair advantage was taken of Mrs. Sands or that any possible defense was omitted by her by reason of her insanity, and therefore the decree should be reversed. Point II.

4. The respondent has not shown that the appellant had notice of Mrs. Sands' lack of knowledge of what was being done nor that he knew of any unfair advantage taken of her, and therefore the decree should be reversed. Point III.

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The proceedings at law being entirely regular, as adjudicated on the certiorari, the burden of proof is on the respondent. In this the respondent has failed and it is respectfully submitted that the decree should be reversed.

WILLIAM J. MORRISON, JR.,  
of Counsel with Appellant.



## New Jersey Court of Errors and Appeals

CLARA L. SANDS, by ELIZABETH  
R. SANDS, her next friend,  
Complainant-Respondent,

vs.

FRANK RUDDICK *et als.*,  
Defendant-Appellant.

On Appeal  
from Court  
of Chancery.

### BRIEF OF RESPONDENT.

This is an appeal from a decree of the Court of Chancery advised by Vice-Chancellor LEWIS to set aside a judgment entered in the District Court of the 3rd Judicial District of Bergen County and a sale by the Sheriff of Bergen County of certain lands levied upon under an execution issued out of the Bergen County Common Pleas on said judgment after it had been docketed in said court, on the ground that at the time such judgment was recovered and docketed and the sale thereunder made the judgment-debtor was a lunatic and incompetent to manage her affairs and incapable of comprehending in a reasonable manner the force and effect of the judicial proceedings which resulted in the sale of her property.

The sale of the property of the lunatic occurred before the bill was filed in her behalf by her daughter as her next friend, later appointed her guardian



in lunacy. The judgment-creditors were paid their demand by the Sheriff out of the proceeds of the sale of her lands. Tender of the purchase money paid by the purchaser was made to him and a reconveyance to the lunatic of the lands purchased requested in behalf of the lunatic before bill filed, and it is admitted in the cause that the tender was kept good, and is so kept at the present time.

The judgment which resulted in the sale of the lands of the lunatic was recovered against her in the District Court of the 3rd Judicial District of Bergen County on January 22, 1914; it was docketed in the Bergen Common Pleas on February 5, 1914; execution issued on February 27, 1914, and on July 8, 1914, the lands of the lunatic, of the value of \$6,500 over encumbrances, were sold by the Sheriff to defendant Ruddick for \$500.

THE FINDING OF THE COURT OF CHANCERY THAT THE JUDGMENT-DEBTOR WAS AN INCOMPETENT AT THE TIME THE JUDGMENT WAS ENTERED AGAINST HER AND WHEN HER LANDS WERE SOLD IS AMPLY SUPPORTED BY THE EVIDENCE.

Clara L. Sands, the judgment-debtor, resided at Ridgewood, in Bergen County, for about twenty years past. She lived there with her two daughters until the death of one daughter in December, 1910. About in the same year, the remaining daughter left home to enter training as a nurse. Thereafter, except for occasional visits by the daughter, she lived alone. The residence consisted of a ten-room house surrounded by from two and one-half to three acres of land. It appears the incompetent lost her mother in 1903, which marks the beginning of the mental deterioration which resulted in her complete incapacity later. In the year 1903, after the death of her mother, she became erratic and labored under delusions regarding her property and affairs. Her



conduct became violent, and through the intervention of Judge CRANE, of New York, she was sent to a hospital for the insane at Flushing, New York. She remained there about five months, when, because of the expense, she was taken out and taken to her home at Ridgewood. After a short period of improvement in her condition she again manifested her weakness; she would bite herself; tear her hair, act harshly toward her daughters, who were then living with her; improperly clothe herself, at times become violent, and because of her condition in the winter of 1904, she was put in the Astoria Sanatorium, an institution for the treatment of mental diseases. She remained in this institution for about four months, and was then taken out and returned to her home at Ridgewood. Her mental condition during the following four years and more is testified to by her daughter, the family physician and several friends. Her daughter says she would continually bite herself, tear her hair and "act in all kinds of ways," and she entertained delusions as to her wealth; one of the manifestations of her delusions was to go to New York and stop at first-class hotels and contract large bills for her entertainment and for other purposes. Miss Doig says that for the past three years her conduct was very irrational; that it was almost impossible to reason with her, sometimes she fairly screamed, she was so excited over things.

Miss Lemona Macdougall saw her last after her daughter died, she was then building a house as a memorial to her daughter. She called the house "The Little White Bird." Mrs. Mary J. Robinson says she began to be peculiar six or seven years ago (1910-1911). She became very erratic, troublesome, annoying people, talked about dedicating a house as a sanitarium. Miss Edwards says during the summer of 1914, she used to come to our house



at all hours of the night—one, two and three o'clock. She would tear her nails and her hair. The family physician, Dr. Atwell, says that he has treated Mrs. Sands for the past seven or eight years; that at first she suffered from a deep melancholy; that her principal delusions were that she would lose her property and be committed to the almshouse, and that later she was imbued with the conviction that she was equal to any emergency and fully able to take care of her affairs. She disregarded advice from friends and lawyers and felt that she was endowed with power from the Almighty to conduct her affairs properly. With regard to her property she entertained delusions that because it was her "inheritance" no one could take it from her. The doctor says also that each time he saw her in the last three or four years her mental condition had deteriorated.

In June, 1915, commissioners in lunacy found as a fact that Mrs. Sands had been a lunatic for eleven years past and upwards without lucid intervals and incapable of governing her lands, etc. The proceedings in lunacy are in evidence (Case, p. 163). In July or August of the same year she was committed to a hospital for the insane at Middletown, N. Y., where she now is.

In 1913, Mrs. Sands incurred a liability in the moving and erection upon a different part of her lands of the house which she had dedicated, as was testified, to her daughter and which she called "The Little White Bird." Several suits appear to have arisen out of this transaction, because of her inability to meet the expense of the work she was having done. One of them resulted in the judgment mentioned herein, which was afterward docketed and under which her property was subsequently sold. Her mental condition at this period is indicated by the delusions she entertained regarding



lawyers and judges. She charged that they were conspiring to take her property from her. Her state of mind is also indicated by her letters written before and after the sale of her property under the execution. She wrote to Governor Fielder, to President Wilson (about Chief Justice GUMMERE, and a letter the Chief Justice had not answered), to Miss Margaret Wilson, daughter of the President, to the defendant Mr. Ruddick and several others, including the President of the New Jersey State Bar Association. Her letters are exhibits and are found in the state of the case, pages 124 to 162. Perusal of these exhibits cannot but convince that their writer is of unsound mind.

In this situation of affairs the judgment against Mrs. Sands was recovered, and so far as appears in the case without any defense on her part. The judgment was afterward docketed and execution issued and her property advertised for sale. Mr. Smit, a lawyer who acted for her with reference to obtaining an adjournment of the sale, says he became acquainted with Mrs. Sands while in attendance at the District Court at Ridgewood, and she then and there approached him and told him of the proposed execution sale. Her mental condition upon this occasion is indicated by her statement to Mr. Smit that she was going to fool them all, she would have the money right on the minute, her idea evidently being that she would disappoint those who were conspiring to take her property away from her by appearing at the last moment before the execution sale and paying the amount due. Mr. Smit obtained an adjournment from the Sheriff of the sale from the day it was advertised to be held until July 8th, 1914. It was Mrs. Sands' intention to request another adjournment on that day in order to enable her to perfect arrangements for procuring the money with which to pay the amount due on the ex-



ecution. It appears she supposed it was necessary that the request for adjournment be made by a lawyer, and that on the day the sale was advertised to be held she went to Mr. Smit's office to procure from him a writing requesting the Sheriff to adjourn the sale. Mr. Smit was not in his office when she called, and when she reached the Sheriff's office the sale had occurred twenty minutes previously.

Her property at Ridgewood, according to the evidence, of the value of \$6,500, over encumbrances, was sold to Mr. Ruddick, the defendant, for \$500.

The Sheriff says had an adjournment been requested in due time he would have granted it (Case, p. 104). Mr. Smit stated that he would have continued the matter, but Mrs. Sands had insisted she would take care of everything.

After the sale an effort was made to have the sale set aside by the Court of Common Pleas of Bergen County on various grounds, and evidence was taken in her behalf in this proceeding before the Judge of that court. The Common Pleas dismissed her petition, and a certiorari was issued out of the Supreme Court to review this order. In this proceeding Mr. Justice PARKER, after hearing the parties, dismissed the writ. In these proceedings the mental condition of Mrs. Sands was not inquired into. While doubtless those who came in contact with her, as witness the evidence of Mr. Smit and Sheriff Heath, regarded her as peculiar, of course, their acquaintance with her was not of sufficient length or their opportunities for observation so extended as to enable them to learn of the delusions she entertained. Under these circumstances, we submit that the disposition of these proceedings should not be binding upon Mrs. Sands, and that under its general equity jurisdiction the Court of Chancery and this Court have the right to inquire into the matters involved in those proceedings. The



decree of the Court of Chancery is based upon the Court's finding of the incompetency of Mrs. Sands, but that the fact, that through a mistake on her part as to the method of procuring an adjournment of the Sheriff's sale, resulting in a sale of \$6,500 worth of property for \$500, affected the mind of the Vice-Chancellor who heard the cause is evident from the language of his opinion.

Irrespective of whether the Court below based its opinion upon grounds which are untenable under the authorities, we submit that the decree of the court below should be affirmed, even though amendment be required of the decree in order that it rest upon other reasons than recited therein or stated in the opinion of the court below. The Court has heretofore exercised the jurisdiction of granting relief in cases somewhat similar to the present, where because of mistake of a party interested lands have been sold under legal proceedings at a greatly inadequate price and highly prejudicial to the interest of such party.

*Howell v. Hester*, 4 N. J. Eq., p. 266.

*Seaman v. Riggins*, 2 N. J. Eq., p. 214.

*Hodgson v. Farrell*, 15 N. J. Eq., p. 88.

The last case above stated was a bill filed to set aside a sale by auditors in attachment, and although relief on the particular facts in that case was denied it sustains the jurisdiction of the Court to grant relief in cases of gross inadequacy of price, etc., at judicial sales.

In the present case the price realized at the sale is so inadequate as to shock the conscience. In the case of *Campbell v. Gardner*, 11 N. J. Eq., page 423, the Court of Chancery, under the circumstances of that case, stretched its jurisdiction to the utmost to give relief. The position of the complain-



ant in this case is such as to excite the desire to grant her the relief afforded by the decree in this cause if it be at all possible, and such relief can be sustained upon any theory of equitable jurisdiction.

There was no other bidder at the sale in this case than the defendant Ruddick. He was a neighbor of Mrs. Sands, his property being adjacent to hers at Ridgewood, and he knew that she was at least peculiar (see testimony of Mr. Ruddick, Case, pp. 112, 113 and 114).

It seems to us to be strange that defendant Ruddick should be the only bidder at the adjourned day of the sale in this case and that such a circumstance must have been predicated upon some information or desire on the part of Ruddick to acquire this property to himself by any means that might be necessary, especially in view of the fact that immediately upon knowledge of the loss of the property coming to the daughter of the lunatic, said daughter made every effort to restore defendant Ruddick to his original position, even offering him personally \$1,500, or \$1,000 over and above the price paid by defendant Ruddick, which offer was later confirmed by correspondence between counsel on both sides. Does this not look all the more as though Ruddick had some prearranged plan to acquire this property by hook or crook, and once having gotten it, to hold on regardless of what might happen? Did not Ruddick have such information as would lead a prudent person to the belief of the insanity or lunacy of Clara L. Sands, and as he had often stated, did he not, hearing of this sale, plan to carry out his many-stated desires to get rid of said Clara L. Sands from the neighborhood? Here was a person of apparently unsound mind and known to defendant Ruddick as peculiar, and certainly wanted out of the neighborhood by defendant Ruddick, against whom he has taken ad-



vantage by an unfair and probably bad faith purchase; and everyone can be restored to their original position and placed in *statu quo*, which we believe enables this Court to grant relief and is substantiated by the text books and decisions. The parties can be placed in *statu quo* and this cannot be questioned, because we have the authority of counsel for defendant Ruddick to say that

“No decree was taken against the judgment-creditors, inasmuch as they were at the time the bill herein was filed satisfied of their debt, and the only practical question was the complainant’s right to be relieved from the sale under the execution on the judgment; counsel for complainant and the defendant Ruddick agreed that the judgment-creditors be eliminated as parties to the suit.”

It is true that

“Judgments against lunatics are neither void nor voidable. They cannot be reversed for error on account of defendant’s lunacy; the proper remedy in favor of a lunatic being to apply to chancery to restrain proceedings and to compel plaintiffs to go there for *justice*.”

*Freeman on Judgments*, Sec. 152.

Citing

*Sternberg v. Schoolcroft*, 2 Barb., 153.

*Robertson v. Lain*, 19 Wend., 650.

*Clark v. Dunham*, 4 Denio, 262.

“It will be remembered that a court of equity would in such a case (judgment against a lunatic) inquire into the merits of the judgment, and would not enjoin it on



account of the defendant's lunacy, but only because its *execution* should appear to be against *conscience and inequitable*."

*Black on Judgments*, Sec. 205.

"The general rule is that contracts with lunatics and insane persons are invalid, subject to the qualification that a contract made in good faith with a lunatic for a full consideration, which has been executed without knowledge of the insanity, or such information as would lead a prudent person to the belief of the incapacity, will be sustained."

*Matthiesson etc. v. McMahon*, 38 N. J. L., p. 536.

We submit that the above case will allow a court of equity, by the use of the inherent power of the Chancellor, to add equity in this case, where it is to be inferred that the facts in this case are the inverse of what is stated in the above, in that there is a strong probability of bad faith; there is a grossly inadequate consideration and a very probable certainty of knowledge of the insanity of Clara L. Sands, inasmuch as she had been confined to various sanitariums during eight or ten years prior to this transaction, and certainly there was such information as would lead a prudent person to the belief of the incapacity. With all these facts in mind, again we submit the defendant Ruddick was probably in attendance at said sale with anything but fair motives.

A judgment entered against a defendant while proceedings on a writ *de lunatico inquirendo* were pending, on which a few days after the entry of the judgment it was found that the defendant was *non compos mentis*, will be opened so as to let in a defense, and execution thereon will be set aside, but



the judgment will be permitted to stand as security until further proceedings.

*Ash v. Convers, 2 Miles (Pa.), 94.*

And a judgment entered upon a warrant of attorney on a note given at a time when the maker was subsequently found to have been insane by a commission in lunacy may be opened to let in a defense, although the judgment-plaintiff was not a party to the proceeding in lunacy.

WE SUBMIT THAT THE UNCONSCIONABLENESS OF THE SALE IN THIS TRANSACTION MUST APPEAL TO THE CHANCELLOR AND ANY COURT OF EQUITY AND CONSCIENCE. THE STATEMENT OF THE VICE-CHANCELLOR HEARING THE CASE (p. 116, l. 23) SHOWS THE EFFECT OF THE TESTIMONY UPON THE VICE-CHANCELLOR, WHO, HEARING IT ORALLY, IS BEST ABLE TO JUDGE THEREON.

“A court of equity will not, upon the application of the lunatic, or those claiming under him, set aside a contract overreached by a commission in lunacy, if the purchase be fair, for a full consideration, and without notice of the lunacy to the purchaser, especially where the parties cannot be fully reinstated in the condition in which they were prior to the purchase.”

*Yauger v. Skinner, 14 N. J. E., 389.*

“Payment or tender of the consideration received by the lunatic, after proper reduction for rents and profits, is a condition precedent to avoidance of his deed of assignment for a valuable consideration of a leasehold interest, made before his lunacy was found by commission, to one having no



knowledge or notice of the insanity and acting in good faith, so that such assignee is entitled to judgment in ejectment for the premises against a lunatic's guardian, she having made no payment or legal tender, but merely requested a reconveyance, and offered to return the consideration on ascertainment of the amount due after an account of the rents; *the guardian having the right, however, to further proceed in such action, or by bill in chancery, on her right to avoid the deed, on making a proper tender or bringing the money into court.*"

*Miller v. Barber*, 73 N. J. L., 38.

62 Atl., 276.

56 Atl., 472-723.

78 Atl., 379.

73 Atl., 128.

We submit that the above case, though not directly similar, substantiates complainant's claim that a court of equity in this Court has the right to intervene to protect an unconscionable sale where the period of its having taken place is overreached by several years by a commission in lunacy, which is *prima facie* evidence of the lunacy of Clara L. Sands and which the evidence in this case substantiates, and which was uncontroverted by the evidence in this case, even of the defendant. In fact, defendant's evidence tended to strengthen the fact of the lunacy of said Clara L. Sands. Further, that the purchase price was not fair in any way nor a full consideration, and that there are strong grounds upon which to base a charge that the purchaser knew of the lunacy of said Clara L. Sands, and here the parties can be fully reinstated in the condition in which they were prior to the purchase.



"Where judgments are rendered against a lunatic in suits brought on contracts made by him while incompetent, without the appointment of a guardian *ad litem*, the court of chancery has jurisdiction of an action to restrain a sale of his realty under the judgments."

*Karr v. Creveling*, 2 N. J. L. J., 119.

"Complainant having, with knowledge that defendant was a lunatic, obtained an assignment of a mortgage given by her, and having obtained a decree *pro con* for foreclosure without having a guardian appointed for her, and without the knowledge of her relatives, except one with whom he had colluded, the decree will be opened, and complainant be compelled to assign the mortgage to a person obtained by defendant on payment of the sum paid by complainant, with interest, complainant paying the costs."

*Ammon v. Wiebold*, 61 N. J. E., 351; 48 Atl., 950.

"It has been held that the fact defendant was insane when a judgment at law was rendered affords him no ground for setting aside the judgment on motion, the remedy being in equity."

22 Cyc., 1244.

"Equity has jurisdiction in a proper case to afford a relief against the judgment against an insane person and in some states a statutory action is provided to set aside the judgments."

22 Cyc., 1245.

*Karr v. Creveling*, 2 N. J. L. J., 119.



We submit that there are endless decisions where the question of contract is involved that can be cited to substantiate an affirmance of the decree in this case, even though the cases that could be cited resulted differently, for they were all founded upon the finding of fact that the contract or question involved was fair and *bona fide* and had no statement of fraud or imposition in it, and that the other party did not know of the insanity, and that the parties could not be placed in the positions they occupied before the contract or matter at issue was executed, and in the case at issue we submit that all these facts can be controverted and are substantially the opposite. This case is even more worthy, for the poor, unfortunate woman reaped no benefit, and if she did, the other party to the contract was fully paid and is not objecting in any way, whereas the next-door neighbor, who had hated the lunatic for some years, had threatened to get her out of the neighborhood, had himself suggested her committal, though he denies this, admitting, however, that he had heard of such moves by other neighbors, he is the one who is benefiting by the unfortunate state of mind of this lunatic. We submit that he has taken advantage of the lunatic; that as soon as her only daughter knew of the transaction, she hastened to make good and to do more than make good, to reinstate to her mother the last vestige of an inheritance. There is no evidence to substantiate any inference that this daughter resorted to every other means to set aside these proceedings before the proceeding in lunacy was taken. The daughter had no relations with Frank Smit, Esq., who was solicitor for the mother and had met her casually, and who was justified in treating his client as sane, though he later concluded that she was certainly insane, and this after he had seen her only a few times.



We submit that if this Court will read the correspondence in this case, without any evidence whatsoever, there is enough to justify the court of equity to interfere and relieve this unconscionable purchase by one who was, to say the least, spiteful against a woman who was clearly a lunatic and had been for some years.

THE JUDGMENT OF THE COURT OF COMMON PLEAS AND THE SUPREME COURT IS NOT A BAR FOR A RE-EXAMINATION, IF PERMITTED, AND THERE IS NO ESTOPPEL BECAUSE OF (1) NEW FACTS AND (2) DIFFERENT PARTIES.

The judgment of the Court of Common Pleas is not a bar to the present proceeding because the fact of insanity was not judicially established until after the judgments by the Court of Common Pleas and the Supreme Court. The finding of insanity did not exist until after the Supreme Court had passed on the appeal from the Court of Common Pleas.

The estoppel of a judgment extends only to the facts in issue as they existed at the time the judgment was rendered, and does not prevent a re-examination of the same questions between the same parties where in the interval the facts have changed or new facts have occurred which may alter the legal rights or relations of the litigants.

23 *Cyc.*, 1290, Sec. III.

*National Bank v. Stone*, 174 U. S., 432.

*Ashhurst v. Lippincott*, 56 *N. J. Eq.*, 840.

It is apparent from the citations just made that inasmuch as the judgment of insanity did not exist when the Common Pleas and Supreme Courts passed on this case, and is hereby presented for the first time in connection with the sale of these



premises under execution, that therefore the Vice-Chancellor was at liberty to "re-examine the same questions" passed upon by the Court of Common Pleas and the Supreme Court. The finding as to insanity by the Commission and Court of Chancery was a "new fact" which alone permits a complete re-examination of all facts, whether passed on before or not.

See also :

*Herm. Estop.*, 124, Sec. 118.

In *National Bank v. Stone*, 174 U. S., 432, at page 434 it was said :

"A question cannot be held to have been adjudged before an issue on the subject could possibly have arisen."

So in this case the question of unfairness of a sale for an inadequate price, into which entered a mistake and fact of insanity, was never adjudged before or passed upon.

In *Sbarbero v. Miller*, 72 N. J. Eq., 248, a bill was filed in chancery by John Barber, a lunatic, by Cecilia M. Barber, his guardian, against Miller and another. The bill charged that on June 26, 1903, John Barber, then a lunatic, transferred to one Miller a lease, which said Miller assigned to defendant; on October 10, 1903, Matilda Barber was appointed guardian of the lunatic and by proceedings in lunacy it was determined said John Barber was on September 9, 1903, a lunatic and had been such for two years and six months then last past; action in ejectment was brought on January 1, 1904, by Miller in the Supreme Court of this State seeking to oust said Matilda Barber and others, the wife and children of said John Barber,



from possession of part of said premises; said suit was tried in the Supreme Court and verdict was directed for plaintiff; complainant prayed to avoid said lease.

GARRISON, V. C., found that Miller had no knowledge of Barber's insanity. The complainant offered in evidence the record of the judgment in the Supreme Court. Complainant urged, in the action in chancery, that the judgment in the ejectment suit was a bar and that John Barber, at the time of the assignment of the lease, was *non compos*, and therefore, that subject was not open for litigation in the pending suit in chancery.

Defendant replied, first, the prior suit was not between the same parties, since Matilda Barber, by whom John Barber brought this suit as his guardian in lunacy, was not a party therein as guardian, nor was John Barber a party.

The Court in its opinion, at page 253, said:

"It is true that judgments are presumptively only conclusive against parties in the character in which they sue or are sued. *McBurine v. Seaton*, 111 Ind., 56."

And there are numerous instances in which one who was a party in his individual capacity is not bound by the judgment in another capacity, such as executor, trustee, or guardian, and *vice versa*, citing Georgia, Indiana, Maine, Missouri and New York cases.

"The absolute necessity of mutuality in estoppels by record requires that the court should not hold a judgment conclusive in favor of a person unless it would be equally conclusive against him. \* \* \* I ruled that



the testimony offered by the defendants as to the mental capacity of John Barber was admissible, and that the judgment in the ejectment suit was not conclusive evidence as between these parties that John Barber was mentally incompetent at the time in question. The fundamental principle of *res adjudicata* is that the subject-matter must have been settled in the previous litigation between the same parties."

"A judgment estops the parties only as to the grounds covered by it and the facts necessary to uphold it."

*Herm. Estop.*, 105, Sec. 105.

"Even parties and privies are bound only so far as regards the subject-matter then involved, and are at liberty to raise the same questions in another and distinct controversy affecting a distinct cause of action."

*Herm. Estop.*, 124, Sec. 118.

"And they will not be concluded unless the judgment necessarily involved the matter which it is sought to be held as conclusively settled by the litigation."

*Herm. Estop.*, 291, Sec. 252, *et seq.*

"A verdict and judgment, therefore, are conclusive by way of estoppel only as to the facts, without the existence and proof of which they could not have been rendered."

*Herm. Estop.*, 294, Sec. 254.

Citing New York cases and

*Mullaney v. Mullaney*, 65 N. J. Eq., 384.



In *Springer v. Bien*, 128 N. Y., 100, the Court said :

“Neither the verdict of a jury nor the finding of a court in a prior action upon the precise point involved in a subsequent action between the same parties constitute a bar unless followed by judgment based thereon, or into which the verdict or finding entered. It is the judgment which constitutes the bar, and not the preliminary determination of the court or jury. So also, and for obvious reasons, although the judgment has been entered, the judgment does not prevent the re-litigation of any irrelevant fact, although it may have been litigated and found in the prior action.”

The Court concluded at page 257 :

“I therefore ruled that those two subjects (the insanity and fact of purchase for less than market value), not being concluded by the previous judgment, were proper subjects upon which to introduce testimony in the pending suit.”

That case was affirmed by Court of Errors and Appeals in 74 N. J. Eq., 453.

In *Buttlar v. Buttlar*, 71 N. J. Eq., 671, it was held a defense might be urged in equity which was based on circumstances arising subsequent to the previous adjudication.

In *First National Bank v. Shuler*, 153 N. Y., 163, at page 173 of the opinion we find this statement :

“But a suit against one sued as an individual does not bind him as a trustee, and,



conversely, judgment against one sued in a representative capacity does not conclude him in a subsequent action brought by, or against, him as an individual, although the same identical issue was involved, and the decision in the first action was upon the merits."

To the same effect is

*Collins v. Hydorn et al.*, 135 N. Y., 320.

The estoppel of a judgment extends only to the facts as they were at the time the judgment was rendered, and to the legal rights and relations of the parties as fixed by the facts so determined; and when new facts intervene before the second suit, furnishing a new basis for the claims and defenses of the parties respectively, the issues are no longer the same, and consequently the former judgment cannot be pleaded in bar.

23 *Cyc.*, 1161, Sec. I.

In *Reynolds v. Aetna Life Ins. Co.*, 160 N. Y., 635, it was said at page 651:

"It must be regarded as the established law of this state that a judgment is not conclusive in a second action unless the same question was at issue in a former suit, of which the court had competent jurisdiction, and the subsequent action is between the same parties or their privies. The conclusive character of a judgment as a bar extends only to the identical issues which were tried in the former action. They must be the same in each action, not merely in name, but in fact and in substance and the party seeking to avail himself of a former judgment



as conclusive evidence or as a bar in a subsequent action, must show affirmatively that the question involved in the second was material and determined in the former, as a former judgment would not operate as an estoppel in a subsequent action as to immaterial and unessential facts, even though put in issue and directly decided. It is final only as to facts litigated and decided, which relate to the issue and the determination of which was necessary to the determination of that issue."

In *Bell v. Merrifield*, 109 N. Y., 202, at page 211, it was said :

"But it must appear, either by the record in the suit or by extrinsic evidence, that the precise question was raised and determined in the former suit, and this burden rests, of course, with the party who endeavors to make use of the judgment as conclusive upon that point. If there be uncertainty as to whether or not the question was passed upon, the judgment is not conclusive as evidence."

Concerning the cases cited by appellant in his brief to support his contention that the sale should not be set aside, the appellee submits they do not assist appellant.

In *Crawford v. Thomson*, 161 Ill., 161, cited by appellant, it was held a sale of land of an insane person upon execution issued on a judgment confessed by him while insane will not be set aside when it was made to a person not a party to the judgment, and who had no knowledge of the insanity of the judgment-debtor.

Clearly appellant's reliance upon that case does not avail him, because by inference from the state-



ment just quoted it appears that such a sale will be set aside if he knew of the insanity of the judgment-debtor. Here it was evident the purchaser knew of her incompetency. The Vice-Chancellor apparently found such to be the fact (see Case, p. 195, l. 20). This finding is controlling upon us.

The case just considered, *Crawford v. Thompson*, 161 Ill., 161, is to be distinguished from this case in that there no question was raised as to the fairness of the sale as is done in this case. As far as appears from the opinion in that case the sale brought full value of premises sold. There was no suggestion in that case either that any mistake had occurred on the part of the judgment-debtor or anyone representing him which resulted in a virtual sacrifice of his premises.

However, in the same jurisdiction it has been held mere inadequacy of price is not ground for disapproving a master's sale, unless the inadequacy is so gross as to raise a presumption of fraud. *Quick v. Collins*, 197 Ill., 391. Furthermore, there is no assertion made in the opinion that to the inadequacy of price must be added the fact of reversal of judgment in order to warrant sale being set aside. Again in *Wilson v. Ford*, 190 Ill., 614, at page 621, it was said, "Mere inadequacy of price is not a sufficient ground for the setting aside of such a sale, unless the inadequacy is so gross as to raise a presumption of fraud."

The ground urged in this case is one of equitable cognizance, quite independent of the fact of reversal of judgment. A judgment may be absolutely regular and valid and a sale thereunder liable to be set aside because of inadequacy of price, which latter ground is recognized in 24 Cyc., 39, and the many cases there cited. The judgment may be absolutely fair in every respect and the rights of the judgment-debtor thereunder have become fixed and determined



up to that point. Still the validity of the judgment could not be an excuse for the judgment-creditor or ignore any further safeguards the law may have created for the protection of the judgment-creditor in the matter of the sale of his land under the judgment. Surely a perfected judgment does not repeal any law or part of it securing to the judgment-debtor the right to have it sold in an orderly and legal way. A judgment does not operate as a waiver of execution, notice of sale, or calling for bids. The regularity of a sale does not depend upon the judgment.

It is significant, too, to note, as the appellant says in his brief, in quoting from *Hilfert v. Palladino*, 72 N. J. Eq., 270, at page 278, that a purchaser at a judicial sale becomes vested with fixed and definite legal rights of which he should not be deprived, "except upon some legal or equitable ground." That inadequacy of price is such legal or equitable ground is apparent from that very case cited by appellant, because the Court in that case proceeds to consider the evidence and concludes at page 277 of the opinion, in that case, that "it cannot be said that there was any gross inadequacy of price, or, in fine, any inadequacy whatever."

Appellee submits that because the findings of the Common Pleas and Supreme Court are not a bar, that therefore the Court of Chancery under the decisions above cited was at liberty to re-examine the case in its entirety and give heed to any new facts that might be offered in evidence. That the Vice-Chancellor did and his finding was in favor of complainant.

The Vice-Chancellor below found that property worth about \$10,000, subject to a mortgage of \$3,500, was sold for less than \$500. It is true the Vice-Chancellor did say that the "judgment of the Court of Common Pleas and the Supreme Court



operated as an estoppel on all these matters which were at issue and disputed and upon which a finding was rendered in these tribunals; and that sole question before this Court was one of incompetency of the complainant." We take it the Vice-Chancellor intended thereby to say that the judgment below or disputed questions of fact were final and dispositive of this case as far as it involved such facts or questions of fact. We further contend that he meant that the only question of fact left for him to decide was the question of incompetency. That such was his evident intention is apparent from the fact that his announcement as to the fact of estoppel followed immediately after his finding (Case, p. 193, l. 10) that the value of property sold was \$10,000 and that this evidence was uncontradicted. It would be anomalous to speak of a judgment as working an estoppel upon a fact at no time contradicted or in dispute. So, too, as to the amount for which the property was sold, was never, in any proceeding, disputed. The only disputed question of fact which the Vice-Chancellor dealt with and which had not been decided or passed upon by the Common Pleas or Supreme Court was the question of insanity.

The findings of fact of the Vice-Chancellor are apparent. He found the value of the property sold to have been \$10,000 (Case, 193, l. 10); it was sold for \$500 (Case, 191, l. 35); that she was insane and the transaction was affected by her intellectual incompetency (Case, p. 195, l. 30); that appellant knew of her insanity (Case, 195, ll. 20-23); that Mrs. Sands was laboring under a mistake of fact in that she thought her attorney had to request an adjournment of sale, and while seeking her attorney to adjourn the sale and not being able to find him the property was sold (Case, p. 104, l. 35).



Under these circumstances because

- (1) of the inadequacy of price,
- (2) mistake of fact as to the necessity of having an attorney to adjourn the sale,
- (3) and the insanity,

we submit the sale ought to be vacated and the judgment of Court of Chancery affirmed.

Appellee submits that the difference between the value of the equity of redemption in this case, namely, \$6,500 or \$7,500, and \$500, the amount paid therefor at the sale, is a sufficient reason for setting aside the execution and sale because that difference is so great as to shock the conscience.

The rule is that a sale may be set aside where the inadequacy is so gross as to shock the conscience.

17 *Am. & Eng. Encyc. of Law*, p. 1002.

24 *Cyc.*, 39.

17 *Cyc.*, 1277.

In *Hodgson v. Farrell*, 15 *N. J. Eq.*, 88, the Chancellor said:

“The fact that real estate charged to be well worth \$12,000 is struck off and sold at a public sale for \$400 affords itself very strong ground for equitable relief. It is such gross inadequacy of price as to shock the conscience and to amount in itself to strong evidence of fraud. 2 *Story Eq. Jur.*, Sec. 246.”

GREY, V. C., in *Porch v. Agnew Co.*, in 57 *Atl.*, 726, refused to confirm a receiver's sale because of inadequacy of price where



"the property is shown to be worth from two to three times—probably four times the amount of the bids which the receiver had reported."

In *Daly v. Ely*, 51 N. J. Eq., 104, PITNEY, V. C., said:

"Now, I think the rule so confidently relied upon by the counsel of the defendant that this court will not set aside a judicial sale on the ground of mere inadequacy of price—does not reach far enough, is not wide enough to cover this case. That rule is subject to the familiar exception, viz., that if the inadequacy of price is so great as to shock the conscience, then this court will set it aside."

There a sheriff's sale of land was set aside because lands worth \$2,500 were sold for \$50, the inadequacy of price being so great as "to shock the conscience."

However that may be, this matter was finally set at rest so far as courts of law are concerned by the case of *Jackson v. Halsted*, 82 N. J. L., 306, where the Supreme Court sustained an order of a Circuit Court setting aside a sale of land upon the ground that the price for which it was sold was inadequate. The opinion by BERGEN, J., at page 308 recited:

"It appears that the property was sold while defendant was absent for \$750, and was purchased by the plaintiff, he being the only bidder and the only person present at the sale, and there was proof that the property was worth in the neighborhood of



\$5,000, and that an actual cash offer had been made of \$3,000."

The order setting the sale aside was affirmed.

In *Throckmarton v. O'Reilly*, 55 *Atl. Rep.*, 56, the Court said:

"A judgment-creditor for less than \$800 had purchased an equity of redemption worth \$8,500 for the paltry sum of \$750. Now, in the absence of gross laches on the part of the complainant, which does not here appear, the inadequacy of consideration is so great as to shock the conscience and to give the complainant, as against the purchaser, a clear standing in the court of equity to be relieved upon equitable terms from that sale."

In the case just cited the property sold was worth eleven and one-third as much as the amount for which it was sold. The Court held the inadequacy to be "so great as to shock the conscience" entitling complainant to relief. If that difference be great enough to shock the conscience, surely a difference amounting to thirteen times the amount of the bid ought also to be considered as a "shock to the conscience."

In *Flaherty v. Cramer*, 41 *Atl. Rep.*, 483, at page 485, PITNEY, V. C., said:

"Then we have the further element of an unconscionable sacrifice of property, viz., land worth \$1,500 to \$2,000 sold for \$160, which is of itself sufficient to arrest the attention and excite the action of a court of equity, especially after the refusal by Cramer



and Mrs. Voorhees to accept a prompt offer to pay the whole amount due, with costs and expenses."

That offer was made after the deed was recorded.

To the same effect is *Ballentyn v. Smith*, 205 U. S., 285, and also *Burr Mfg. Co., Bankrupt, Porter, Petitioner*, 217 Fed., 16. See also Freeman on Executions, Vol. 2, Sec. 309.

The fact of an advance in offer is not important. *Morrissee v. Inglis*, 46 N. J. Eq., 309; *Ballentyn v. Smith*, 205 U. S., 285.

Upon the question of what other considerations than inadequacy of price the Court will lay hold of to set aside a sale, no absolute rule can be safely stated. Each case must stand upon its own footing. Where equitable considerations arise and are properly taken into recognition in determining a case, no absolute rule can be laid down. The extent, however, to which Courts will go in setting aside a sale is demonstrated by the case of *Kloeping v. Stellmacher*, 21 N. J. Eq., 328, where a sale of a house and lot was set aside upon the ground of gross inadequacy of price and mistake. In that case property worth over \$1,500 was sold for \$52. In the opinion of that case it was said that "this is a very gross inadequacy of price, from which fraud in some cases might be inferred without further proof \* \* \*. The sale in this case is a great oppression on the complainants. They are ignorant, stupid, perverse and poor. They lose by it all their property and are ill fitted to acquire more. They are such as this Court should incline to protect, notwithstanding perverseness \* \* \*. The property was fairly put up and struck off. No positive fraud by him (defendant) is shown; on the contrary, the whole circumstances seem to clear him of all charge of fraud other than the inference



from inadequacy of price." (Note: This refutes respondent's claim that fraud must be shown.)

In that case there was no blame to be imputed to the sheriff; he adjourned the sale to allow the complainants to get notice, attend, and protect themselves.

The opinion continues:

"He requested one of his deputies and a respectable attorney who was present, to give the complainant notice of the intended sale; each of these persons testified that he gave them such notice. There is nothing on which to found any charge of fraud upon anyone concerned in the sale. But a court of equity will set aside a sheriff's sale, even if there has been no fraud, when there is a gross inadequacy of price, and the parties, by reason of mistake or misapprehension, did not attend the sale and the sacrifice was caused by such mistake or misapprehension."

In that case the Court concluded petitioners or complainants were mistaken in that they did not comprehend and believe the fact "that this property was to be sold by the sheriff for this debt, at the time when it was sold."

In that case it was said that they were under a mistake, "perhaps caused by their own stupidity and perverseness, yet it should not be pursued by a loss so great to them as this sale, if allowed to stand, would cause."

We conclude that if a mistake arising from stupidity and perverseness may be relieved against, then a mistake such as occurred in this case surely ought not to work to the detriment of the prosecutor. We note, too, that in that case the complainants were actually present at the sale, while in



this case the prosecutor was absent through mistake or insanity.

The mistake in this case might have been due to stupidity, but surely there is no proof of any perverseness on the part of the prosecutor.

In *Raphael v. Zahner*, 56 *Eq.*, 336, a sheriff's deed was set aside by the Vice-Chancellor upon the ground of gross inadequacy of price at the sale, and that by reason of the mistake or misapprehension that the complainant did not attend the sale or protect her interests at the sale and that the sacrifice of the property was the result of this mistake or misapprehension. That case was affirmed by the Court of Errors and Appeals in a *per curiam* opinion "for reasons given in the Court of Chancery."

It is apparent from the foregoing that a judicial sale will be vacated where it is evident that the inadequacy of price was so great as to shock the conscience, or where there was a mistake of fact resulting in sacrifice of property or where the sale occurred because of perversity. Added to these elements is the fact of the insanity of Mrs. Sands, the judgment-debtor, at the time of the sale. This element of insanity was not present in the cases last above cited concerning the inadequacy of price.

We therefore submit that the judgment of the Vice-Chancellor ought to be affirmed.

HUNZIKER & RANDALL,  
Counsel for Respondent.















