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BILL OF COMPLAINT.

(Filed 2/11/27.)

IN CHANCERY OF NEW JERSEY.

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

The complainant, Mike Stander, of the Township of Hillsborough, County of Somerset and State of New Jersey, respectfully shows that:

1. On September 8th, 1921, the complainant, Mike Stander, did purchase from G. Hillard Ross and Alice C. Ross, his wife, certain lands and premises, situate in the Township of Hillsborough, County of Somerset, and State of New Jersey, which are hereinafter described and title to said lands and premises were taken in the name of the complainant herein, Mike Stander, who is a single man. Said deed of conveyance was acknowledged on September 8, 1921, and was recorded on September 9, 1921, in the Somerset County clerk's office in Book K18 of Deeds for said county on page 91, etc.

2. The said lands and premises are described as follows, to wit:

Description.

All that tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Hillsborough, in the County of Somerset, and State of New Jersey, butted and bounded as follows:

BEGINNING at a stone heap corner of Henry Lane's lot: thence (1) by the same and

Henry Ditmar's land South 57 degrees 30 minutes east 38 chains and 53 links to a stone in said line corner of John Huff's land (2) along said Huff's land south 23 degrees, and 30 minutes west 19 chains and 57 links to a stone for a corner in Hugh B. Reed's line: thence (3) along said Reed's land and Peter G. Dilt's lot North 69 degrees west 32 chains and 98 links to a stone heap corner of said Dilt's lot: thence (4) along Theodore Wychoff's land North 21 degrees east 6 chains and 40 links to a stone heap in John Huff's line: thence (5) along said Huff's line North 84 degrees east 4 chains and 6 links to a stone heap corner of said Huff's land: thence (6) along lands of said Huff and Peter G. Dilts north 8 degrees and 30 minutes east 12 chains and 90 links to a stone heap in line of said Dilts: thence (7) along lands of Dilts and Abm. Van Nuys North 66 degrees west 5 chains and 5 links to a stone heap for a corner: in said Van Nuys' land: thence (8) along lands of John Huff north 16 degrees east 6 chains and 27 links to the place of Beginning. Containing seventy-five and twenty hundredths acres of land more or less.

Excepting and reserving a tract of six hundred and twenty-five thousandths of an acre more or less conveyed by the said Eleanor A. Pumyea and husband to Gideon H. Hoagland and wife by deed dated May 24, 1888, and recorded in the Somerset County Clerk's Office in Book W #6 of Deeds page 402, etc.

Excepting also a right of way twelve feet in width along the southerly side of said premises conveyed by the said Eleanor A. Pumyea and husband to John R. McPherson and others and subject to the right of ingress and egress of

William Pfeifer and the owners of other lots westerly of the premises hereby conveyed, over and through the defined driveway at the northerly side of said tract.

Said deed also contained the following recital.

Subject however, to a mortgage in the amount of $5000.00 now reduced to $4500.00 which said mortgage is held by Eleanor A. G. Pumyea and bears interest at 6% being payable April 1st, and October 1st, of each year and the balance of the mortgage due October 1st, 1923.

3. An examination of the title to the premises indicates that there are two mortgages on this property, both held by Eleanor A. G. Pumyea, which two mortgages constitute the lien referred to in paragraph 2 above. The first mortgage was originally made by Peter J. Stryker and Harriet B. Stryker, his wife, to Adgey S. Davis dated February 25, 1868, and registered February 25, 1868, in Book A2 of mortgages for Somerset County, page 288, which said mortgage covered the premises in question with other lands. This mortgage was assigned on March 26, 1870, by Adgey S. Davis to Franklin Davis by assignment recorded in the Somerset County Clerk's Office in Book 3 of Assignments of Mortgages, page 177. This mortgage was again assigned by Franklin Davis to Henry V. DeMott, by assignment recorded in the Somerset County Clerk's Office in Book 4 of Assignments of Mortgages, page 4. This mortgage was again assigned by John DeMott, surviving executor, of Henry DeMott, deceased, on July 7th, 1886, to Matthew Suyden, trustee under the will of Henry DeMott, deceased, by assignment recorded in the Somerset County Clerk's Office and recorded

in Book 27 of Assignments of Mortgages, page 44. The said mortgage was further assigned by Matthew Suyden, trustee, on January 14, 1911, to Eleanor Augusta Pumyea, by assignment recorded in the Somerset County Clerk's Office in Book 27 of Assignments of Mortgages, page 46. The said Eleanor Augusta Pumyea is the present owner of said mortgage.

The second mortgage was made on March 29, 1911, by Minnie D. Hann and Edward Hann, her husband, to Eleanor Augusta Garretson Pumyea, which said mortgage is in the amount of $1500.00 and covers the premises in question and is recorded in the Somerset County Clerk's Office in Book S6 of Mortgages, page 61. Both of the above stated mortgages appear to be open of record. There is a recital in the Ross deed referred to in paragraph 1 of this bill of complaint which states that the property is subject to a mortgage in the amount of $5000.00 now reduced to $4500.00. From information obtained the deed has not recited both of these mortgages held by Eleanor Augusta Garretson Pumyea, and mentions them as one mortgage on which there is due the sum of $4500. The complainant herein is informed that there is due Eleanor Augusta Garretson Pumyea the sum of $4500.00 together with interest thereon and complainant is not aware of any further encumbrance on said property.

4. On September 8th, 1921, Mike Stander, the complainant herein made and executed to S. Hillard Ross, a mortgage in the amount of $2500.00 on the premises described in paragraph 2 of this complaint and which premises are the subject of this suit, which said mortgage was registered on September

10, 1921, in the Somerset County Clerk's Office in Book 9 of Mortgages, page 93. This mortgage was cancelled of record on June 11th, 1921. The money to pay off this mortgage was furnished in equal portions, share and share alike by Mike Stander, the complainant herein, and Sophie Krall, one of the defendants in this suit.

5. When Mike Stander, the complainant herein, took title to the property by deed mentioned in paragraph 1, he took title to said premises in his own name with the understanding that he and Sophie Krall, a business partner at that time, would each own an equal undivided one-half interest in the premises referred to in paragraph 2 and furthermore that they would each own an equal undivided one-half interest in all the personal property including stock, farming implements, live stock and all personal property situated in, about and upon the said farm. Mike Stander took title in his own name because Sophie Krall, one of the defendants herein, was then experiencing difficulty with her husband and was not living with him, and on her suggestion, Mike Stander, the complainant herein, took title in his own name.

6. Your complainant is informed that there is now pending in the Court of Chancery of the State of New Jersey a divorce suit in which Martin Krall is petitioner and Sophie Krall is the defendant, and that to this date an order of reference has been made in the suit, but as yet there is no report or decree on same, and your complainant is informed that Martin Krall is still the husband of Sophie Krall.

7. On or about September 8th, 1921, Mike Stan-

der, the complainant herein, and Sophie Krall, one of the defendants, took possession of the premises described in paragraph 2 of this complaint and operated the farm as owners in common. The profits were divided equally between them and the expenses of the operation of the farm the taxes and principal and interest on the mortgage were paid by the complainant, Mike Stander, and one of the defendants, Sophie Krall, each contributing one-half. The agreement continued down to, on or about the 15th of December, 1926, when the defendants herein, through threats, abuses and devices, forced the complainant, Mike Stander, to leave the premises and threatened to do him bodily harm if he did not go.

8. On September 13, 1923, Mike Stander, an unmarried person deeded to Ernest Lagler, an equal undivided one-half interest in the premises described in paragraph 2 in Book H19 of Deeds, page 357. There is a recital in this deed to the effect that the conveyance was made subject to the mortgage of $4500.00 held by Eleanor Augusta Pumyea and also subject to a mortgage in the amount of $2500.00 held by G. Hillard Ross, and that the payment of the undivided one-half of all said mortgages is assumed by the party of the second part as part of the purchase price of this conveyance.

9. On November 13, 1923, Ernest Lagler, and Sophie Lagler, his wife, conveyed back to Mike Stander, the complainant herein, an equal undivided one-half interest in the lands and premises described in paragraph 2 by deed recorded in the Somerset County Clerk's Office in Book J19 of Deeds, page 221. The complainant, Mike Stander, paid as a consideration for this purchase $7000.00.

10. On or about September 8, 1921, when Mike Stander took title to the farm by the Ross deed mentioned in paragraph 1 of this complaint, the transaction and title closing took place at the office of Frederick A. McCullough, who at that time was a licensed attorney and counsellor of the State of New Jersey. After the title was closed, Sophie Krall, one of the defendants herein, had her attorney, Mr. McCullough, prepare a paper for the complainant, Mike Stander, to sign. He held title to all of the premises in question and that the agreement was that he and Sophie Krall, each owned an equal undivided one-half interest in the premises and that in order to carry this agreement into effect, they ordered him to sign a deed, deeding to Sophie Krall, an equal undivided one-half interest to the property described in paragraph 2. The complainant cannot read the English language nor did he have counsel representing him in this transaction and was prevailed upon to sign this paper. The complainant did sign a paper which he thought and was informed by Sophie Krall, one of the defendants herein, and her lawyer, Frederick McCullough, was a paper writing to the effect that Sophie Krall was entitled to an equal undivided one-half interest in the property. The paper writing was kept by Lawyer McCullough in his office and according to information was later on turned over to his client, Sophie Krall, one of the defendants herein.

11. The complainant, Mike Stander, and Sophie Krall, one of the defendants herein, operated their farm as partners and equal owners from September 8, 1921, down to, on or about the 1st of November, 1926, when the defendant, Sophie Krall, assumed a very hostile attitude toward the complainant, and

caused to come out to the farm two men, one named Joseph Guerra, and the other named Raleigh Guerra, and a third man whose name complainant is unable to ascertain. Sophie Krall and Joseph Guerra made everything unpleasant for the complainant and told him to get the Hell out of the place or they would shoot him. Threats were made from time to time by Joseph Guerra and Sophie Krall that if he did not get off of the place they would fix him. The complainant could not understand the meaning of these acts and did not understand why Sophie Krall, his partner in the farm, had turned against him.

12. On or about the middle of November, 1926, through an examination of the record in the County Clerk's Office in Somerville, N. J., it was ascertained that a deed had been placed on record for the premises in question as follows: Mike Stander, to Sophie Krall, dated November 26th, 1921, acknowledged November 26, 1921, and recorded on November 16, 1926, in the Somerset County Clerk's Office in Book O20 of Deeds for said county on page 381. Complainant denies that he ever signed a deed conveying a one-half or all of the premises in question to Sophie Krall and that if there is such a deed in existence it was procured through trickery, fraud and device and that he was never informed as the contents of any such paper before he signed it, and furthermore he could not read it, as he is not able to read the English language. The only paper this complainant signed with respect to the property, outside of the deed to Ernest Lagler above mentioned and the mortgage to H. Hillard Ross was a paper signed at Frederick A. McCullough's office on September 8, 1921, the contents of which he was in-

formed was to the effect that Sophie Krall, one of the defendants herein, was entitled to an equal undivided one-half interest to the premises in question and also to a one-half interest in the personal property in, about and upon the farm which was conducted by Mike Stander, the complainant and Sophie Krall, one of the defendants, as equal partners.

13. The complainant herein further states that he worked diligently on the property from the time he bought it, on September 8, 1921, down to, on or about the first of November, 1926, and that all of the hard work and the operation of the farm were done by him and that most of the business affairs pertaining to the farm were handled by Sophie Krall, and each was to receive one-half of the income of the farm and that each would contribute equally toward the expense. The complainant further states that he built the chicken house, wagon house and made other improvements on the dwelling house on the premises and on the barn and paid for the greater part of the materials with his own money. Complainant further states that there was a mortgage in the amount of $2500 made by him to S. Hillard Ross, that he and Sophie Krall each contributed one-half of the principal and interest toward the payment of this mortgage which was paid off on or about June 1st, 1926. It was always understood by and between the complainant, and Sophie Krall, that the farm was purchased and the farm was conducted by them as partners. Complainant further shows that each contributed one-half to the purchase price when the premises were purchased from S. Hillard Ross and that his relation with Sophie Krall was a pure business relation, and that prior

to the time they purchased the farm that the complainant and Sophie Krall and her husband, Martin Krall, were in business together in Manville and had other ventures in business and real estate in which they were interested as equal partners.

14. Complainant has information to the effect that Sophie Krall has leased the premises described in paragraph 2 to one Joseph Guerra who is now in possession of the premises together with Sophie Krall. From information obtained by the complainant, Joseph Guerra has leased the premises for the period of one year from Sophie Krall and that as a part of the lease the said Joseph Guerra has leased also the farming business, all the goods and chattels, and stock in, about and upon said farm, and claims that he has operated the farm the same as it has been operated in the past. Since on or about October 1st, 1926, Sophie Krall and Joseph Guerra have been in possession of the premises and have taken therefrom all the rent, issues and profits and have not accounted to the said complainant, Mike Stander, who owns an equal undivided one-half interest in the real estate and in the personal property thereon. Your complainant is further informed that a great deal of the personal property and stock on the farm has been removed and sold.

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

1. That Sophie Krall, Martin Krall, and Joseph Guerra, who are defendants to this suit may answer this bill of complaint and each statement therein made.

2. That the defendants, Sophie Krall, Martin

Krall and Joseph Guerra, shall account to your complainant, Mike Stander, for one-half of the rents, issues and profits received from the lands and premises since October 1st, 1926.

3. That the defendants or one of them may be decreed to pay to your complainant the amount so found due together with interest and costs.

4. That a decree may be made by this Honorable Court, setting aside and nullifying the deed alleged to have been executed by Mike Stander to Sophie Krall, dated November 26, 1921, acknowledged November 26, 1921, before F. A. McCullough, and recorded on November 16, 1926, in the Somerset County Clerk's Office in Book O29 of Deeds for said county on page 381.

5. That a decree may be made by this Honorable Court to the effect that the deed alleged to have been signed by Mike Stander to Sophie Krall conveying the premises in question, be operative only to convey an equal undivided one-half interest in the premises described therein.

6. That a decree may be made by this Honorable Court that the defendant, Sophie Krall, now holds in trust an equal undivided one-half interest in the lands and premises for the use and benefit of the complainant, Mike Stander.

7. That a decree may be made by this Honorable Court that the complainant, Mike Stander, is seized of an equal undivided one-half interest in the lands and premises described in this bill of complaint free and clear from any right or inchoate right of court-

esy Martin Krall, who is the husband of the said Sophie Krall.

8. That a decree may be made to this Honorable Court ordering the said Sophie Krall to convey by a good and sufficient deed of conveyance an equal undivided one-half interest in the said lands and premises to the complainant, Mike Stander.

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

JAMES BOWERS,
Solicitor for and of Counsel with Complainant.

ANSWER OF DEFENDANT, SOPHIE KRALL.

(Filed April 12, 1927.)

IN CHANCERY OF NEW JERSEY.

Between
MIKE STANDER,
Complainant,
and
SOPHIE KRALL, MARTIN KRALL and JOSEPH GUERRA,
Defendants.

On Bill, etc.
Answer of Defendant,
Sophie Krall.

The defendant, Sophie Krall, one of the defendants herein, answering the bill of complaint, says that:

1. She admits paragraph one, excepting that part which alleges that on September 8th, 1921, the complainant, Mike Stander, purchased the premises in question from G. Hillard Ross and Alice Ross, his wife. She alleges that in about the month of March, 1920, while residing in Manville, N. J., her husband, Martin Krall, deserted her: that on or about June 1st, 1920, she contracted with G. Hillard Ross, in her own name, to purchase the premises in question (which are more particularly described, in paragraph two of the bill of complaint herein filed) for

$9000.00: that the terms of this agreement were as follows, viz:

Price		$9000.00
Deposit on Execution of agreement	$900.00	
Cash on delivery of deed	1100.00	
By assuming a first mortgage of $4000.00 held by Eleanor Augusta Garretson Pumyea, upon which there was due and owing (Book A2 of Mtgs. for Somerset County, page 288)	3000.00	
By assuming a second mortgage also held by Eleanor Augusta Garretson Pumyea (Book S6 of Mtgs. for Somerset County, page 61)	1500.00	
By giving back a purchase money mortgage	$2500.00	
	$9000.00	$9000.00

That defendant, Sophie Krall, made known to Mr. G. Hillard Ross, that she was a married woman, estranged from her husband, whereupon Mr. Ross informed her that the New Jersey law provided that a mortgage given by a married woman, without the joining of her husband was null and void, and he suggested that defendant, Sophie Krall, take title in the name of a third party, whom she could trust and rely upon; that she subsequently consulted her attorney, Frederick A. McCullough, and informed him that she did not want her husband to have any right, claim or interest whatsoever in this property, and she was also advised by her said attorney to take title in the name of a third party: that she then suggested the name of complainant, Mike Stander: that the deposit of $900.00 and the $1100.00 on de-

livery of deed, were paid by defendant, Sophie Krall, by check out of her own personal and individual funds, no part thereof having been paid by complainant, and that the taking of title in the name of complainant was nothing other than a matter of accommodation, and convenience to defendant, Sophie Krall: that on the day of passing title, lawyer McCullough advised defendant, Sophie Krall, that in order to protect herself, she should get a deed back from complainant, conveying the premises in question which said deed would not be recorded: that defendant, Sophie Krall, immediately instructed her said attorney to prepare said deed; that Lawyer McCullough informed defendant, Sophie Krall, that he would prepare said deed and advise her when same would be ready for execution and delivery of same; that said last mentioned deed was signed, sealed and delivered by complainant, Mike Stander, and given to defendant, Sophie Krall, on November 28th, 1921, at the office of Lawyer McCullough.

2. She admits paragraph two.

3. She admits paragraph three, excepting that there is now due Eleanor Augusta Garretson Pumyea, the sum of $4,000.00 with interest; defendant, Sophie Krall, having paid $500.00 on account of this mortgage on September 29th, 1923, out of her own personal and individual funds.

4. She admits paragraph four, excepting that part thereof which alleges that the money to pay off the $2500.00 Ross mortgage was furnished in equal portions share and share alike, by complainant, Mike Stander, and defendant, Sophie Krall, which is de-

nied, the true fact being that said sum of $2500.00 was paid by defendant, Sophie Krall, out of her own personal and individual funds.

5. She admits that part of paragraph five which states that title to the premises in question was taken in the name of complainant, because she was at that time experiencing difficulty with her husband, and was not living with him, and for the further reason as alleged in paragraph one hereof, but denies every other allegation therein contained.

6. She admits paragraph six.

7. She denies paragraph seven.

8. She admits paragraph 8, but says that because she was in need of money to finance and conduct the farm, she, on September 13th, 1923, agreed to take in Ernest Lagler as a partner, and agreed to convey a one-half interest in the premises and stock in question for the sum of $2000.00 cash, assumption of payment of one-half of the existing mortgages (of $7000) which were to be reduced to $5000.00 by applying cash of $2000.00 received, and a purchase money mortgage for $2250.00, that the $2000.00 cash was paid by Ernest Lagler to defendant, Sophie Krall, who in turn paid off $500 on account of the Pumyea mortgage and $1500.00 on account of the Ross mortgage; that because of the fact that the legal title was in complainant, he was naturally, the person to execute the deed to Lagler for an undivided one-half interest and take back the purchase money mortgage. Said deed was prepared at the instruction of defendant, Sophie Krall, and delivered to said Lagler, and the said purchase money

mortgage was delivered by said Lagler to defendant, Sophie Krall, who has since had same in her custody and possession.

9. She admits paragraph nine, excepting that part which alleges that complainant paid a consideration of $7000 which is denied, the true fact being that same was paid by defendant, Sophie Krall, and says that title was again taken in the name of complainant because of the same reason set forth in paragraph one of this answer; that the terms of the sale were viz: a mortgage for $2000.00 for six months was executed by complainant, who held the legal title for defendant, Sophie Krall, on the premises in question, to Ernest Lagler, which covered the $2000.00 in cash paid by Lagler, on September 13th, 1923, when he purchased an undivided one-half interest as above set forth; that the $2250.00 mortgage made by Lagler, *et ux.*, to complainant on September 13th, 1923, was cancelled of record, and Lagler relieved of his obligations to pay off one-half of the mortgages which he had agreed to pay off as set forth in paragraph eight of the complaint when the $2000.00 mortgage executed by complainant to Lagler was about to become due, defendant, Sophie Krall, borrowed $1000.00 from Stephen Masarik and $1000.00 from Voorhees Kline, and paid off the Lagler mortgages; complainant, Mike Stander, not having contributed anything.

10. She admits that part of paragraph ten which states that the transaction and title was closed at the office of Frederick A. McCullough, and also that she instructed her said attorney to prepare a paper for complainant to sign, but alleges that said paper was a deed from complainant to defendant, Sophie

Krall, conveying all of the premises in question, and that said deed was read over to complainant by Mr. McCullough's stenographer and fully explained to complainant by Mr. McCullough and after that complainant signed said deed well knowing what he was doing, as he reads and speaks the English language. She denies that the contents of the deed were misrepresented by either herself or her said attorney. She alleges that this deed was signed because of the facts as alleged in paragraph one of this answer and in order to protect her, and for no other reason.

11. She denies paragraph eleven.

12. She admits that part of paragraph twelve relating to the deed from Mike Stander to Sophie Krall, dated November 26th, 1921, being duly recorded, but denies every other allegation therein set forth.

13. She denies paragraph thirteen, excepting that part thereof alleging that complainant and defendant, Sophie Krall, and her husband, had formerly been in business together in Manville, N. J., and had other ventures in business and real estate, and as to that part defendant, Sophie Krall says that defendant's husband, Martin Krall, prior to March, 1920, had been in the butcher business in Manville, N. J., with a Mr. Brady; that in about March, 1920, Brady and defendant's (Sophie Krall) husband, Martin Krall abandoned said butcher business, the indebtedness existing said business greatly exceeding its assets and said business was insolvent, and thereupon the business was conducted by defendant, Sophie Krall, and complainant, Mike Stander; that in about May, 1921, defendant, Sophie Krall, sold

said business, that while defendant, Sophie Krall, and complainant, Mike Stander, were conducting the butcher business they, with funds of the business, purchased a small farm adjoining the premises in question for $400.00 from a Mr. Wycloff; that in 1923, they sold this farm for $600; that Lawyer McCullough after deducting his fee of $10.00 gave defendant, Sophie Krall, a check for $590.00 which said check could never be cashed because of insufficient funds. This was the only real estate business venture between complainant, Mike Stander, and defendant, Sophie Krall.

14. Defendant, Sophie Krall, admits that part of paragraph fourteen relative to her having leased the premises, etc., to John Guerra; and also that the rents, issues and profits have not been accounted for to complainant, as therein stated, but as to this alleges that at no time did she ever account to complainant who has absolutely no interest right, claim or estate whatsoever therein, and also that she has disposed of part of the live stock, but denies every other allegation therein contained.

And this defendant, Sophie Krall, prays to be hence dismissed with her reasonable costs and charges in this behalf most wrongfully sustained.

MESSANO AND MESSANO,
Solicitors of Defendant,
Sophie Krall.

REPLICATION TO ANSWER OF DEFENDANT, SOPHIE KRALL.

(Filed Apr. 20, 1927.)

IN CHANCERY OF NEW JERSEY.

Between MIKE STANDER, *Complainant,* and SOPHIE KRALL, MARTIN KRALL and JOSEPH GUERRA, *Defendants.*	On Bill, etc. Replication to Answer of Defendant, Sophie Krall.

The complainant joins issue on the answer of the defendant, Sophie Krall.

JAMES I. BOWERS,
Solicitor for and of Counsel with the Complainant.

TESTIMONY:

IN CHANCERY OF NEW JERSEY.

Between
MIKE STANDER,
Complainant,
and
SOPHIE KRALL, *et al.*,
Defendants.

On Bill, etc.
Testimony.

Testimony taken in the above entitled cause, at the State House, Trenton, New Jersey, on Thursday, the third day of November, 1927, at 11:30 A. M.

Before HON. MALCOLM G. BUCHANAN, Vice-Chancellor.

APPEARANCES:

JAMES I. BOWERS, ESQUIRE, for complainant.

MESSRS. MESSANO AND MESSANO, by MR. RALPH P. MESSANO, for defendant, Sophie Krall.

MIKE STANDER, the above-named complainant, being duly sworn in his own behalf, testifies as follows:

Direct examination.

By Mr. Bowers:

Q. Where do you live, Mr. Stander?
A. Millstone.
Q. Somerset County?
A. Yes.
Q. How long have you lived in Somerset County?
A. Somerset County?
Q. Yes.
A. About nine years.
Q. When you first came to Somerset County where did you first reside, and with whom?
A. Manville, N. J.
Q. With whom?
A. Mr. Krall and Mr. Brady.
Q. When did you first meet Mrs. Krall?
A. About ten years ago, over in New York, Mr. Krall.
Q. What did you do when you went to Manville and lived with Mrs. Krall?
A. I was working for them with Mr. Brady and Mr. Krall in the butcher's shop.
Q. What kind of work did you do?
A. Cutting meat up.
Q. How long did you work for them?
A. About a year.
Q. Then what happened?
A. Then I bought that from Herman Brady, his half share.
Q. How much did you pay him for his half share in the butcher business?

A. $830.00.
Q. By cash or check?
A. Cash.
Q. Who else was in the butcher business?
A. Mr. Krall.
Q. How long did Mr. Krall continue with you in the butcher business?
A. Well, about two months.
Q. Did Mr. Krall sell his business, or what happened to him—his share of the business?
A. He took,I think, half his money and he ——

Mr. Messano: I object to what he thinks.

A. He took his money from the butcher shop, from Mrs. Krall, and left her there in the butcher shop.
Q. He went away?
A. Yes, sir.
Q. Where did he go?
A. On the farm with Mr. Herman Brady.
Q. What did Mrs. Krall do?
A. Down in the butcher shop.
Q. With you?
A. With me.
Q. Partners, were you?
A. Yes, sir.
Q. How long did you continue to be a partner in the butcher business with her?
A. About a year and a quarter; something like that.
Q. What did you do in the butcher business?
A. I sold the butcher business.
Q. Did she sell her interest, too?
A. She sell her interest, half, the same as I did.
Q. She sold, too?
A. Yes.

Q. Who bought it?

A. Mr. George Chemochowski.

Q. How much did he pay you for the butcher business?

A. We sold out for $2,500.00.

Q. How did you receive the money?

A. By checks and money and some postage notes.

Q. How much did you get and how much did Mrs. Krall get from this transaction?

A. We got each half, $1,225.00.

Q. After Mrs. Krall and yourself sold to Chernochowski the butcher business, what did you do?

A. Bought a farm.

Q. What farm?

A. Up to Belle Mead from Mr. Ross in New York.

Q. Have you a deed for the entire piece of land?

A. Yes, six acres from Mr. Wyckoff.

Q. Did you get a deed for that piece of land?

A. Yes, sir.

Mr. Messano: That is objected to. I don't see what materiality any other farm would have.

The Court: It has been answered.

Q. How was the deed made out?

A. The deed is made out ——

The Court: The deed will speak for itself if you offer it.

Mr. Bowers: We haven't it.

Q. It was made out to you and Mrs. Krall, wasn't it?

A. Yes, sir.

Q. Did you sell that six acres of land?
A. Yes.
Q. To whom?
A. Mr. and Mrs. Winehoffer and Mr. Winehoffer.

Mr. Messano: That is objected to.

The Court: The objection is overruled.

Q. How much for?

Mr. Messano:: Objected to.

The Court: Objection overruled.

A. $600.00.
Q. How much of that $600.00 did you get?
A. We got only $350.00.
Q. Cash.
A. Mrs. Winehoffer pays $600.00 to Mr. McCullough in his hands, cash money.
Q. What happened?
A. He made a bad check for $600.00. The check was bad. He has no money.
Q. How much did you get out of it?
A. $175.00.
Q. How much did Mrs. Krall get out of it?
A. She got $175.00.
Q. After you sold this did you buy another piece of land?
A. Seventy-five acres.
Q. Where was it?
A. Hillsborough Township, Belle Mead.
Q. Whom did you buy this property from?
A. Through Mr. Towland from Mr. Ross in New York.

Q. He is a real estate agent?
A. Yes.
Q. How was the deed made?
A. It was made on me.

Mr. Bowers: I offer the deed in evidence. Said deed is marked Exhibit C1.

Q. Where did you take title to the property, for the farm, was the deed delivered to you?
A. In Mr. McCullough's office.
Q. When?
A. September 8, 1921.
Q. Who was there present at the time title was closed?
A. There was nobody but myself and Mrs. Krall and Mr. McCullough.
Q. What did Mr. Cullough tell you while Mrs. Krall was there?
A. What?
Q. First, did you have any lawyer present representing you at that time?
A. No.
Q. Who was Mrs. Krall's lawyer?
A. Mr. McCullough.
Q. What did he, Mr. McCullough, tell you while Mrs. Krall was there?
A. Well, if I got a deed from Mr. Ross, Mr. McCullough give me some deed; I don't know what was it. He told me I should sign that paper; that is a deed from Mr. Ross, what we got together with Mrs. Krall from the farm; so I did sign it. I don't know what was in that paper.
Q. Did he tell you you were signing a deed?
A. Yes, sir.
Q. That was the deed you received from Mr. Ross?

A. No, I received a deed later, what is the right deed from the farm.

Q. Which deed was that, the deed from Mr. Ross?

A. No, I don't know if it was from Mr. Ross or not.

Q. You don't know?

A. No.

Q. Why did you take title to this property in your name alone, the farm?

A. Mrs. Krall says that she is afraid her husband would take the half away.

Q. She is afraid her husband would take half away?

A. Yes, sir, she don't put her name on the deed.

Q. While there at the office that day did Mr. McCullough tell you, or did he ask you to sign another paper, a partnership paper?

A. We had no partnership paper made out.

Q. Did he ask you to sign another deed?

A. Yes, sir, another deed, for Mr. Ross, I should put my name on it.

Q. What for?

A. I don't know.

Q. Did he tell you you were signing a deed deeding the whole property to Mrs. Krall?

A. No.

Q. Did he read the paper over to you?

A. No.

Q. Did anybody read it to you?

A. No.

Q. Well, how much money did you and Mrs. Krall put out to buy this farm from Mr. Ross?

A. We put $2,000.00.

Q. In cash?

A. Cash, yes.

Q. Each?

A. No, $1,000.00.

Q. Each gave $1,000.00 in cash.
A. Yes, sir.
Q. Whom did you give that money to?
A. Mrs. Krall went down to Mr. Ross in New York with that money with Mr. Towland.
Q. The real estate man?
A. Yes, sir.
Q. How much was the price of the farm when you bought it?
A. $9,000.00.
Q. $9,000.00?
A. Yes.
Q. How much mortgage was there on it?
A. Mr. Ross had $2,500.00 on the place.
Q. How much was the mortgage on that before Mr. Ross' mortgage?
A. $4,500.00 by Mr. Pumyea.
Q. That mortgage is still on the property?
A. Yes, only $4,000.00 now.
Q. There has been some paid off, is that correct?
A. Yes.
Q. Did you sign a mortgage back to Mr. Ross when you took title to the property, the $2,500.00 mortgage?
A. No, I no sign that one.
Q. When you bought the property from Mr. Ross did you give him a mortgage back for $2,500.00? Did you owe Mr. Ross some money?
A. Oh, yes, $2,500.00.
Q. Has that mortgage been paid off?
A. Yes.
Q. Who was it paid to, Mr. Stander?
A. I paid Mr. Voorhees Kline money.
Q. How much did you pay Mr. Kline?
A. $1,000.00.
Q. Did you pay that yourself?
A. Yes, sir, I took a note from him.

Q. Have you paid that note to Mr. Kline now?
A. Yes, that is paid.
Q. Where is the note, Mr. Stander?
A. Well, I had some notes in my closet on the farm, and took the whole receipts and everything from my closet out.
Q. Who took them?
A. Mrs. Krall.
Q. Mrs. Krall took them?
A. Mrs. Krall, the name what she had.
Q. Were all your papers taken away?
A. All papers what I got from Europe money, the papers gone, too.

Mr. Bowers: I offer the cancelled mortgage and bond in evidence.

Mr. Messano: No objection.

(Said mortgage and bond are marked Exhibits C2 and C3, respectively.)

Q. After September, 1921, did Mrs. Krall and yourself go down on the farm, after you got the deed from Mr. Ross?
A. We was living on the farm in May, 1921.
Q. Very well, but did you continue to live on the farm after you got the deed?
A. Yes, sir.
Q. Who occupied the farm?
A. I was.
Q. You and who else?
A. Mrs. Krall.
Q. Were you working for her, or what did you do?
A. No.
Q. How were you down there?

A. I was working for myself, partners together.
Q. Partners together on the farm?
A. Yes, sir.
Q. Was anybody else on the farm while you were there?
A. Mr. Cedo.
Q. Mr. Cedo?
A. Yes, sir.
Q. What was he doing there?
A. He supposed to be the third partner, see.
Q. Did he arrange to be a third partner in the farm?
A. Yes, only he has no money. He says he is going to sell his house and he going to put the money in.
Q. Did he put the money in?
A. He don't put it in.
Q. Who owned the farm?
A. I own the farm, and Mrs. Krall.
Q. Each half?
A. Each half.
Q. After you were on the farm for a short while did you make a deed to Ernest Lagler?
A. Yes, sir.
Q. Why did you give Mr. Lagler a deed for half interest in the place?
A. Well, we sold it, each a quarter of it, Mrs. Krall and myself.
Q. To whom?
A. To Mr. Ernest Lagler and Mrs. Sophie Lagler.
Q. How much money did he pay for that?
A. $7,000.00.
Q. How did you get that $7,000.00?
A. We got $3,000.00 cash and $4,000,00 on a mortgage.

Q. Did Mr. Lagler come down on the farm after he received this deed from you?

A. Yes.

Q. He came?

A. Yes, sir.

Q. How long did he stay there?

A. He stayed there about a month and a half, something like that.

Q. Then what happened?

A. An argument with Mrs. Krall that he no going to stay there; he wanted his money back, so I got to take the money back, and I ——

Mr. Bowers: I offer the deed from Stander to Lagler for the half interest.

(Said deed is marked Exhibit C4.)

Q. Then Mr. Lagler and his wife drew a new deed back to you. Is that correct?

A. Yes, sir.

Q. And how much did you pay him for the half interest that you and Mrs. Krall had deeded to him?

A. Well, I paid him $2,000.00 back.

Q. And the rest was in a mortgage?

A. Yes, I took the mortgage back.

Q. What did you do with the $2,000.00 you received in cash—did you keep it or give Mrs. Krall half?

A. We paid to Mr. Ross $1,500.00 on a mortgage, and paid Mr. Pumyea.

Q. What?

A. $500.00 on the mortgage.

Q. Who did?

A. We paid it together.

Q. Together?

A. Yes.
Q. You went there together?
A. Yes, sir.

Mr. Bowers: I ask to have this deed marked in evidence.

(Said deed is marked Exhibit C5.)

Mr. Bowers: And also the mortgage and bond from Lagler to Stander marked in evidence.

(Said mortgage and bond are marked Exhibits C6 and C6a, respectively.)

Q. After you received a deed back from Mr. Lagler for the half interest, you gave him a mortgage, did you?
A. Yes.
Q. How much?
A. What?
Q. In what amount? How much?
A. $2,000.00.
Q. Has that mortgage been paid?
A. Yes, sir.
Q. It has now been paid?
A. Paid.
Q. To whom was it paid?
A. To Mr. Lagler.
Q. Who paid the mortgage to him?
A. Mr. Kline paid that.
Q. The lawyer.
A. Yes, sir.
Q. Of Somerville?
A. Yes, sir.
Q. Now, Mr. Kline paid it actually?

A. Yes.
Q. Who produced the $2,000.00 to pay that with?
A. I got from Krs. Krall note for $1,000.00.
Q. Who signed the note?
A. I signed the note and Mrs. Krall.
Q. You and Mrs. Krall signed it?
A. Yes, sir.
Q. Where did you get the money from?
A. From the Trust Company.
Q. In Somerville?
A. The Trust Company.

By the Court:

Q. $1,000.00?
A. $1,000.00.
Q. How about the other thousand?
A. I got $800.00 from New York, from Mr. Maserick.

By Mr. Bowers:

Q. $800.00 from him?
A. Yes, sir.
Q. Where did you get the rest from?
A. $200.00 we had to get it saved together.

By the Court:

Q. Who had it saved?
A. Mrs. Krall and myself.
Q. Who got the money from Maserick?
A. Mr. Kline.
Q. You got $800.00 from Mr. Maserick? Who got that?
A. He brought it on the farm to us.

Q. Mr. Maserick did?
A. Yes, sir.
Q. Did you give a note for it?
A. Yes, $1,000.00 mortgage.

Mr. Bowers: I would like the bond and mortgage from Stander to Lagler marked in evidence.

(Said bond and mortgage are marked Exhibits C7 and C8, respectively.)

Mr. Bowers: I would like, also, the bill of sale from Stander to Lagler marked in evidence.

(Said bill of sale is marked Exhibit C9.)

By Mr. Bowers:

Q. You gave Mr. Stephen Maserick a mortgage for $1,000.00, you say?
A. Yes.
Q. Has that mortgage been paid?
A. Yes, sir.
Q. Where was it paid?
A. Mr. Voorhees Kline, he went down to New York and paid that off that time.
Q. Where did you get the money to give to Mr. Kline to pay this mortgage?
A. He loaned me $1,000.00 on it.
Q. Who signed the note?
A. I took the note on my name for Mr. Voorhees Kline.
Q. Have you paid that note since that time?
A. Yes, sir, that is paid.

Mr. Bowers: I ask that be marked, that bond and mortgage given by Stander to Stephen Maserick.

(Said bond and mortgage are marked Exhibits C10 and C11, respectively.)

Q. There is still one mortgage on this property, isn't there, Mr. Stander?
A. Yes, sir.
Q. Who holds that mortgage?
A. Mr. Pumyea.
Q. Who do you pay the interest on that to?
A. Mrs. Cain.
Q. Who is she?
A. Mrs. Pumyea's daughter.
Q. How did you pay the interest to her, by cash or check?
A. Cash.
Q. Who went to pay the interest when it was due?
A. Most times I went to pay the interest.
Q. You did?
A. Yes.
Q. Did Mrs. Krall ever go with you?
A. No, I come twice only with her.
Q. When did you last pay the interest on the mortgage to Mrs. Cain?
A. I paid half of it 1927.
Q. In September?
A. September 16th.

Mr. Bowers: I offer this receipt for the last interest payment in evidence.

(Said receipt is marked "Exhibit C12.")

Q. Is this the receipt Mr. Cain gave you when you paid the interest the last time to her?
A. Yes.
Q. That payment of interest was $60.00?

A. Yes.
Q. Is that correct?
A. Yes.

By the Court:

Q. Where did you get the money to pay the interest?
A. I was working down in Bound Brook.
Q. Working at what?
A. The Calco Chemical plant.
Q. Where did the money come from to pay the interest on the mortgage before that time?
A. I had it from the butcher shop, my half, and the rest I got from Europe money, and I sold a little place I had, a farm.

By Mr. Bowers:

Q. How long did you live on the farm with Mrs. Krall?
A. Five years.
Q. How did you run things on the farm?
A. I was running them all right.
Q. Were you a partner or a work hand?
A. No, I was a partner.
Q. A partner?
A. Yes, sir.
Q. Did everything go along all right for five years?
A. Yes.
Q. Did you make money from the stuff you raised and sold on the farm?
A. Yes.
Q. Did you buy a horse and machinery from time to time?

A. Yes.
Q. From whom did you buy machinery?
A. The first machinery we bought from Mr. Covert.
Q. What did you buy from him?
A. An Osborne mower.
Q. What other things did you buy?
A. One plow.
Q. What else?
A. One spike tooth harrow.
Q. Is this the receipt you got from Covert's garage?
A. Yes.
Q. For those articles you have just mentioned?
A. Yes.
Q. That receipt is made out to Mrs. Krall and yourself, is it not?
A. Yes.
Q. Or a sales slip?
A. Sales slip.

Mr. Bowers: I offer that in evidence.

(Said sales slip is marked "Exhibit C13.")

By the Court:

Q. Did you go alone to buy those things?
A. No, we went together and Mr. Towland was there when he bought these articles.

By Mr. Bowers:

Q. Where did you get the money from to pay that bill to Mr. Covert?
A. We got it from work, from things like that, paid a little down.

Q. Who kept the money up at the farm house for you and Mrs. Krall?

A. We had it together.

Q. Did both have a right to go the money to pay bills?

A. Yes.

Q. Is that correct?

A. Yes.

Q. Did you buy cows from Pine Grove stock farm?

A. Yes, sir.

Q. I show you here a receipt or sales slip made to Mike Stander and Sophie Krall for certain cows and horses for $550.00; is that the paper you received from the Pine Grove farm when you purchased it?

A. Yes.

Q. That was the $550.00; is that correct?

A. Yes.

Q. Where did you get the money from to pay that $550.00?

A. Just like the machinery; we pay little by little down, see?

By the Court:

Q. Where did you get it from?

A. From the farm, what we raise and sell in milk and creamery.

Q. What did you raise on the farm which you sold? Tell me the different things.

A. We had cattles, selling the milk, chickens for eggs, and raised wheat and oats and corn, like that —hay.

Q. Does the farm contain good soil?

A. Yes.

Q. Did you raise good crops?
A. Yes.
Q. Who worked that farm during that five years?
A. Four years I worked it myself.
Q. Alone?
A. Alone.
Q. Go on.
A. And the last year I was there Mrs. Krall's son, Anton Krall, helped me.
Q. Where was the husband all this time?
A. I don't know where he was; down in Jersey City somewheres.

By Mr. Bowers:

Q. His name is Martin Krall?
A. Yes.
Q. Was it the last year the son helped you?
A. Yes.
Q. After you paid the bills was there any money left?
A. Yes, there was a couple of hundred dollars left.
Q. Did you divide that, or did she take it?
A. No, she took it.
Q. Did you ask for yours, your half?
A. She took the money and all the receipts.
Q. When did she take the receipts and the papers?
A. It was in 1926, October 18.
Q. About a year ago?
A. Yes.

By the Court:

Q. You say she took the receipts and papers?
A. Yes; we got a note from Mr. Kline and she took the money and all the receipts.

Q. Did she pay the note to Mr. Kline for this $200.00?

A. I haven't paid Mr. Kline.

Q. You said she took the $200.00?

A. Yes.

Q. And a note was made to Mr. Kline?

A. Yes, sir.

Q. Did she pay the $200.00 to Mr. Kline?

A. Yes.

By Mr. Bowers:

Q. How do you know that?

A. Mr. Kline told me that.

Q. What trouble took place last October?

A. The trouble started from a little white dog we had.

Q. What was that?

A. The dog was always away; I said, "I shoot you some days," that dog, just for fun, and Mrs. Krall got mad and started to curse, and Mr. Joe Guerra, who was there all summer, he was supposed to help on the farm, if she brought it out, she told me he is not healthy, that he wants to be out for his health; he was there all summer outside, and he wants to be out for his health on the farm for good. He didn't want any pay or anything like that. I said, "All right, if he wants to help he should stay." So, I was working. After the trouble started in October —so he told me he got $50.00 from Mrs. Krall a month to pay, and I asked him where he got that money—Mrs. Krall she had no money; and I worked and put the money always in the farm; but she pay him $50.00. He would stay around the farm; I didn't do nothing.

Q. Well, what else took place there after you couldn't agree about Guerra coming in on the farm?

A. Mrs. Krall she went away; she was in New York about a week, I think, or more than that.

Q. Who took care of the farm while she was away?

A. Nobody.

Q. How did you finally come to leave the farm?

A. I come every day home at five o'clock, afternoon.

Q. Were you working outside at that time?

A. Yes, sir.

Q. When did you get that job?

A. January 4, 1926.

Q. Just the first of that year?

A. Yes.

Q. All right; tell me what happened there the day they put you out or you left, whatever happened.

A. It was about Saturday that same week, she come home and sent three men out there with a gun; Joe Guerra had a gun, and the other fellow he had a carbine; he told me if I don't get out from the place they going to shoot me.

Q. Who told you that?

A. Joe Guerra.

Q. Was Rolli Guerra there, too?

A. Yes.

Q. What happened then, did you leave?

A. No, I didn't leave, I didn't run away; so after about, it was in December, I got to go out; then I couldn't stand it; I was afraid I get shot there.

Q. What did they do to you?

A. Mrs. Krall throwed, what I was to eat my breakfast, she throwed it down on the floor, and they pushed me out of the place. They like I should start a fight with them.

Q. Did you fight them?

A. No.

Q. Did you get out?

A. Yes, I went down to Somerville to call you up.

Q. And you let me know all about this at that time?

A. Yes.

Q. What did she tell you about Guerra being on the place?

A. She told me she rent that to him.

Q. Did she show you a lease?

A. No, no paper.

Q. Did she say she received any rent from Mr. Guerra?

A. No, she don't tell me that.

Q. Not at all?

A. No.

Q. Did you buy any horse while you were on the farm there?

A. Yes, I buy a horse and cow.

Q. Who from?

A. From Mr. Westman.

Q. How did you pay Mr. Westman for the horse?

A. I paid that on a note.

Q. Whereabouts was the note?

A. Trust Company.

Q. Bound Brook?

A. Somerville.

Q. Did you sign the note?

A. Yes, sir, I signed the note.

Q. Who endorsed the note for you?

A. Mr. Krallowitch.

Mr. Bowers: I offer the Pine Grove sales slip.

(Said sales slip is marked "Exhibit C14.")

Q. Is this the note you gave Mr. Westman for the payment of the horse?

A. Yes, sir.

Q. Is that your signature?
A. Yes, sir, that is my signature.
Q. Is that where Mr. Krallowitch signed on the back?
A. Yes, sir.
Q. That note is signed by you alone?
A. Yes.
Q. Were those horses used on the farm?
A. Yes, sir.
Q. To do the farm work?
A. Yes, sir.

Mr. Bowers: I offer that.

(Said note is marked "Exhibit C15.")

Q. Did you buy a Cleveland tractor from Louis Decker Company?
A. Yes.
Q. You bought that at the Decker sale?
A. Yes, sir.
Q. You assumed the payment of the balance due?
A. Yes, sir.
Q. How was the balance paid, the $200.00, how was that paid for that tractor?
A. I went down to pay.
Q. You went down to his office?
A. Yes.
Q. Did you finally pay it off?
A. Yes, sir, I paid.
Q. Is that your signature? (Showing witness paper.)
A. Yes.
Q. And is that Mrs. Krall's there?
A. Yes.
Q. The same thing on this other note attached to it?

A. Yes.

Q. And on this renewal note that is the signature of yourself and Mrs. Krall?

A. Yes.

Q. Likewise on the renewal note dated November 22, 1923?

A. Yes.

Q. And on this other paper attached to the notes is the bill of sale signed by yourself and Mrs. Krall?

A. Yes, sir.

Q. You recognize the signatures, do you?

A. Yes, sir.

Q. Was that Cleveland tractor used on the farm?

A. Yes.

Q. Whose money was it that was used to pay Louis Decker Company for the tractor?

A. My money and Mrs. Krall's money.

Q. The money of both of you?

A. Yes.

Mr. Bowers: I ask that the series of notes and the bill of sale be marked in evidence.

(Said papers, five in number, are marked "Exhibits C16.")

Q. Mr. Stander, I show you here a deed of conveyance from yourself to Mrs. Krall, dated November 26, 1921, which appears to be signed by you before Mr. McCullough?

A. Yes.

Q. Will you look at it and let me know the circumstances of your signing that deed? That is a deed deeding the whole property to Mrs. Krall. Please tell me how that deed was signed by you and the circumstances—how you came to sign it.

A. That was a deed what Mr. McCullough told me I should sign it, a deed from Mr. Ross, what he got from the farm.

Q. The deed you got from Mr. Ross on the farm?

A. Yes.

Q. Did Mr. McCullough, or anyone else in his office, tell you you were signing a deed deeding the whole property to Mrs. Krall?

A. No.

Q. You are sure of that?

A. Sure of that.

Q. I offer this.

By the Court:

Q. Didn't you read this deed when you signed it?

A. No.

Q. You didn't read it?

A. No.

Q. Why?

A. I can't read any English.

Q. You can't read English?

A. No.

By Mr. Bowers:

Q. Did anybody read it to you?

A. No, nobody did.

Q. It wasn't read to you?

A. No.

Q. You can't read English, can you?

A. No.

Q. And no one told you what you were signing when you signed this deed?

A. No.

Q. What was said?

A. Who?

Q. What did Mr. McCullough say, or anybody?

A. Mr. McCullough said I should sign it; that is supposed to be a deed from Mr. Ross on the farm.

Q. Did Mrs. Krall ever show you this deed?

A. No.

Q. She didn't show it to you?

A. No.

Q. How did you find out the deed was in existence?

A. Mr. Voorhees Kline told me that in 1926, October 19.

Q. About five years later?

A. Yes.

Q. The deed was not recorded until November 3, 1926?

A. Yes.

Q. About one year ago?

A. Yes.

Q. What did you tell Mr. Kline when he told you about this deed?

A. I never knowed about that paper nothing.

Q. You didn't know anything about the paper?

A. No.

Q. Did Mrs. Krall ever tell you?

A. No.

Q. At any time that she had a deed?

A. No.

Q. Mrs. Krall didn't say that to you?

A. No.

Q. Did she ever tell you during the five years you were on the farm with her, that you didn't own a half-interest in the property?

A. No.

Q. Did you build any buildings on the farm?

The Court: What about the deed?

Mr. Bowers: I offer the deed in evidence.

(Said deed is marked "Exhibit C17.")

Q. During the time that you were on the farm as a partner with Mrs. Krall, did you build any buildings on there yourself?

A. Yes.

Q. Did you do any building?

A. Yes.

Q. What building?

A. Chicken coops, and repaired everything up.

Q. Did you build a wagon house?

A. Yes, sir.

Q. Did you paint the building?

A. Yes, sir.

Y. Why did you do all this work?

A. Well, that was mine just like Mrs. Krall.

Q. What stock was on the farm when they chased you off the farm about a year ago?

A. There was all machinery there that belongs to the farm.

Q. Tell us exactly what was there; how many horses, how many cows, how many tractors, and so on.

A. There was two horses there and two cows.

The Court: I don't think it is necessary to go into that, if it is going to be referred to a Master to take an accounting.

Mr. Bowers: I would like to state it as briefly as we can, if your Honor will allow it.

The Court: Very well.

Q. Tell us the rest of it.
A. The rest?
Q. Yes, tell us the rest of it—what else?
A. 295 chickens, 19 geeses, 4 ducks, 1 Cleveland tractor, 1 Osborne mower, 2 farm wagons, 2 buggies, 2 jackwagons, 1 corn planter, 1 cultivator, and there was small articles there I don't know.
Q. A lot of miscellaneous tools, do you mean?
A. Yes.
Q. Was there any grain there?
A. Yes.
Q. Or any hay there?
A. Yes.
Q. How many tons of hay?
A. About 16 tons of hay.
Q. 16 tons?
A. Yes, sir.
Q. Anything else?
A. 14 tons of corn.
Q. What else?
A. There was 8 acres of oats and straw together in the barn. I think that was all.
Q. How much do you estimate the personal property was worth at the time you left the farm—a fair figure, I meant, including all these things you have just mentioned; how much were all these things worth?
A. How much?
Q. How much were they worth?
A. About $2,000.00.
Q. You mentioned here a short while ago, that you got money from Europe?
A. Yes.
Q. Through the bank?
A. Yes.
Q. What money was that?
A. That was from my parents.

Q. What bank did that come through?
A. The Second National Bank.
Q. How much was that?
A. $145.00 and some cents.
Q. What did you do with it?
A. Mr. Kline give it to me from the bank.
Q. You got it from the bank?
A. Yes.
Q. What did Mr. Kline do with it?
A. I went with him to his office and paid him that for the note.

By the Court:

Q. What note?
A. That was on the mortgage note.
Q. What mortgage note?
A. What he loaned me, a thousand dollars, what I paid Ross.
Q. On the mortgage on the farm?
A. Yes, sir.
Q. How much was that?
A. That was three hundred and seventy some odd dollars and some cents.
Q. What was three hundred and seventy some odd dollars and some cents?
A. $370.00 I paid him at that time for interest, what he got on the note, and the one hundred ——
Q. And $145.00 that you got from your parents?
A. Yes.
Q. Where did the rest of it come from?
A. I was working.
Q. Was it wages?
A. Yes.

By Mr. Bowers:

Q. Did you use the money that you earned on the

farm and working outside of the farm to pay the debts of the farm?

The Court: That is the effect of what he has testified to.

By the Court:

Q. What did Mrs. Krall do on the farm?

A. Well, last year she did nothing on it, and if I got home after five o'clock, I told her why don't she do some work, that she could do something in the garden. She said she got headache.

Q. Did she live there all the time you lived there?

A. Yes; not all the time; she was in New York working.

Q. In the summer time.

A. The summer time she was on the farm.

Q. What did she do there before last year?

A. She was doing work.

Q. What work did she do?

A. Feed the chickens, like that, and keep the house.

Q. Who got the meals?

A. I bought the meals.

Q. And did the cooking?

A. I brought the meals like that in, and she was cooking it.

By Mr. Bowers:

Q. In whose name was the fire insurance on the farm property?

A. On my name.

Q. Right up to the present time?

A. Yes, sir.

Cross-examination.

By Mr. Messano:

Q. Mr. Stander, will you tell me what that is, please? ("Exhibit 14.") Tell the court what is on that paper.
A. I can't read.
Q. Well, the best you can.
A. I could read my name what is on there.
Q. You can read your name?
A. Yes, sir.
Q. Yes. What else?
A. I can't read it.
Q. You can't read it?
A. No.
Q. You can only read your name?
A. Yes.
Q. Is that right?
A. I know this (indicating).
Q. What is this?
A. That is "Krall."
Q. What is this (indicating)?
A. "Peen."
Q. Pine. What is that (indicating)?
A. "Grove."
Q. And what is that (indicating)?
A. "Stock."
Q. What is that (indicating)?
A. That is "farm."
Q. What else is on there? Take your time.
A. "Cows, beef calves."
Q. What is down here; what is that (indicating)?
A. "19-2-1."
Q. 1921?
A. Yes.

Q. What is underneath?
A. I don't see that.
Q. You can't understand the writing?
A. No.
Q. What is next to it?
A. "Five."
Q. What is this (indicating)?
A. "Two."
Q. What is the first letter?
A. "C-w-s."
Q. Did you buy any cows from ——
A. Yes, sir.
Q. Would that be two cows?
A. Yes, sir.
Q. Two cows?
A. Yes.
Q. What is this (indicating)?
A. "100."
Q. What is that (indicating)?
A. "Two."
Q. Two hundred?
A. Yes.
Q. That means what, two cows at $100 apiece cost $200.00; is that right? What is underneath here (indicating)?
A. "One."

The Court: If your purpose is to show he is able to read some English, you have accomplished that, but he does it with a great deal of difficulty.

Mr. Messano: That is all.

Q. Mike, you boarded with Mrs. Krall in New York for some time, did you not?
A. Yes.

Q. You say you lived with Mrs. Krall in New York?

A. Yes, sir.

Q. And for how long a period of time did you live there?

A. What?

Q. How long did you live there?

A. About a couple of months, I think.

Q. And everything was friendly?

A. Yes.

Q. You were friendly with her?

A. Yes.

Q. Then you moved to Manville?

A. Yes, sir.

Q. Up until the time you moved to Manville, where had you been working?

A. I was working down in the butcher shop to Mrs. Krall's.

Mr. Messano: I move to strike out as not responsive.

The Court: That is responsive, possibly he didn't understand you.

Q. Up until the time you moved to Manville, in other words, while you were in New York, where did you work?

A. I worked in New York, 59th Street.

Q. Who for?

A. Mr. Sharp.

Q. How much did you make?

A. $25.00.

Q. A week?

A. $25.00 a week.

Q. And out of that $25.00 a week, how much would you spend?

A. I don't have to spend 50 cents; that's all I have; I had my meals and everything.

Q. Did you smoke?

A. Yes.

Q. Did you drink in those days?

A. No.

Q. You didn't?

A. No.

Q. Did you ever go to a show?

A. Sometimes.

Q. Yet, it only cost you 50 cents a day to live?

A. Well, I had all my meals there where I was working.

Q. Don't you dress, or didn't you those days?

A. Yes. We don't need every day to buy a suit.

Q. No, but when you did buy a suit you would pay for it?

A. Yes.

Q. You would go to a show once in a while?

A. Yes.

Q. And smoke?

A. Yes.

Q. When you went to Manville, how much money did you have?

A. I had about $200.00.

Q. You had $200.00?

A. Yes.

Q. Was that in the bank?

A. Yes.

Q. What bank?

A. 14th Street.

Q. What is the name of the bank?

A. General Bank, or something like that.

Q. Don't you know the name of the bank?

A. No.

Q. How long were you a depositor there?

A. About two years.

Q. And you don't know the name of the bank?
A. No.
Q. You say you had $200.00 when you went to Manville?
A. Yes, sir.
Q. And it was in this bank?
A. Yes.
Q. When you got to Manville, what did you do?
A. I was working there.
Q. For whom?
A. For Mr. and Mrs. Herman Brady.
Q. Did you receive a salary?
A. Yes.
Q. How much?
A. $20.00 a week.
Q. Only $20.00?
A. Yes.
Q. How long did you work for them?
A. Over a year.
Q. You worked for them over a year?
A. Yes.
Q. And during that year how much money did you save, if any?
A. Well, I saved $850.00 at the time.
Q. You saved $850.00?
A. Yes.
Q. Was that in the bank?
A. No.
Q. Where was it?
A. I had it.
Q. In cash?
A. Yes.
Q. You had that money in cash?
A. Yes.
Q. Did you carry it around on your person?
A. Yes.
Q. Then, you say, you bought out Brady's share?

A. Yes, sir.
Q. For $830.00?
A. For $830.00.
Q. Did you pay him in cash?
A. Cash.
Q. At the time that Brady sold you the half interest, did he give you a bill of sale?
A. No, we had no bill of sale, we had a deed, a lease from the butcher shop in five years.
Q. Did he execute a bill of sale to you for his half share in the butcher shop?
A. Yes.
Q. He did?
A. Yes, sir, he signed his name, that was in Mr. McCullough's office.
Q. He signed his name to what?
A. To me.
Q. He signed his name to you?
A. Yes.
Q. On what, a bill of sale?
A. Yes, sir.
Q. For his half interest?
A. Yes.
Q. At the time you bought this half interest, were there any debts on the butcher shop?
A. Yes.
Q. What were the debts?
A. To Mrs. Annie Haines in Somerville.
Q. Annie Haines?
A. Something like that.
Q. How much?
A. $1,500.00.
Q. Anything else?
A. Mr. Black in Somerville, $200.00; Mr. Grimes in New York, for machinery, $200.00; there was $1,900.00 debts on it.

Q. Who was to assume the payment of those debts?

A. Mrs. Krall and myself.

Q. When you bought out Mr. Brady's half interest, you only had $20.00, is that right?

A. Yes.

Q. That is true?

A. Yes, sir.

Q. You paid out $830.00?

A. Yes.

Q. That leaves a balance of $20.00?

A. Yes.

Q. And you and Mrs. Krall were to assume the payment of $1,900.00 worth of debts?

A. Yes, sir.

Q. How long did you and Mrs. Krall operate this shop?

A. About one and a quarter years, something like that.

Q. Did you make any money?

A. Yes.

Q. You say now that you made money?

A. Yes.

Q. On the average, how much would you make a week?

A. Some weeks we made $400.00 and some weeks $500.00.

Q. Was that net or gross?

A. Just together.

Q. Was it after you paid out your expenses; is that what you had left after paying your expenses?

A. No, we made about $250.00 or $300.00 clear money.

Q. And that was a good average?

A. Yes.

Q. Throughout the entire year?

A. Sometimes $300.00.

Q. Did you ever make less than $200.00?
A. No, more than that; sometimes we would take over $200.00 on Saturday.
Q. Who paid off these debts?
A. I paid off and Mrs. Krall.
Q. You and Mrs. Krall?
A. Yes, sir.
Q. When did you sell that butcher shop?
A. 1921.
Q. You sold it in the year 1921?
A. Yes, sir.
Q. To whom?
A. To George Chernochowski.
Q. How much did he pay for it?
A. There was three partners, they paid $2,500.00.
Q. Who were the other two?
A. Pichinski and Worchufski.
Q. Was the purchase price paid in cash?
A. Some checks and some cash.
Q. How much?
A. Over a thousand dollars and $816.66 was paid in a check; the rest was postage money.

By the Court:

Q. Postal money orders?
A. Yes, sir.
Q. Is that what you mean by postage money?
A. Yes, sir.

By Mr. Messano:

Q. What happened to this money?
A. We put it in the farm.
Q. To whom was this money and check given at the time of the sale?

A. To Mrs. Krall and myself, each we had $1,225.00.

Q. You say you had $1,000.00 cash and checks for $816.66?

A. Yes.

Q. And the rest were postal money orders?

A. Yes.

Q. And that each of you got $1,225.00?

A. Yes, sir.

Q. If the purchase price was $2,500.00, half of that is certainly not $1,225.00, is it?

A. Yes, $1,225.00.

Q. $1,225.00 multiplied by two, how much is that?

By the Court:

Q. Half of that is $1,2500.00; you say you each got $1,225.00?

A. $1,250.00 is right.

Q. You each for $1,250.00?

A. Yes.

By Mr. Messano:

Q. How did you each get $1,250.00; there was only a thousand dollars in cash, the rest were money orders and some was a check?

A. Mrs. Krall, she got a check from Mr. Chernochowski, $816.66, and she got cash money on that.

Q. She got the balance in cash to make up the $1,250.00?

A. Yes.

Q. What happened to the check?

A. The check was no good.

Q. It wasn't any good?

A. No.

Q. So that you got the better part of the bargain?
A. I got the postal money orders and some cash.
Q. You got the $1,250.00, and Mrs. Krall got $1,250.00 less this bum check, didn't she?
A. Yes.

By the Court:

Q. Did she ever get paid?
A. Mrs. Krall?
Q. Yes.
A. She got paid $500.00 for that, after.

By Mr. Messano:

Q. Who paid her the $500.00?
A. George Chernochowski.
Q. Was that the man who gave this N. G. check?
A. Yes.
Q. You didn't give half of this other amount?
A. What?
Q. You felt if she got the bum check it was her hard luck?

Mr. Bowers: That is objected to; I object to the characterization.

The Court: It is of no real importance.

Q. When did you buy this farm in Hillsborough?
A. 1921, May 10th, or something like that.
Q. How did you happen to know that this particular farm was for sale?
A. I had a little place next to that place, six acres; we moved ——
Q. Who do you mean?

A. Mr. Cedo and Mrs. Krall and her son and myself; she was reading on the door—there was a sign put up that the farm is for sale, but the name was on it to William Towland; so after that Sunday we went down again, Mr. Cedo and Mrs. Krall and her son and myself, and we went to Mr. Towland's to see about that place; and we asked him how much the farm was worth, what is the price on it; so he says $11,000.00, only, he says, if we want to buy it, maybe Mr. Ross would come a little lower down in money and we could get it cheaper.

Q. Did you ever see Mr. Ross, Mr. Stander?

A. No.

Q. You never did?

A. No.

Q. Never saw him in your life?

A. No.

Q. All of your business dealings with reference to this farm were with Mr. Towland?

A. We bought the farm from Mr Towland.

Q. This deed from Mr. Ross to you, where did you receive that deed?

A. Down in Somerville.

Q. In whose office?

A. I think it was Mr. McCullough's office.

Q. You think it was?

A. Yes.

Q. Don't you know?

A. I forget that.

By the Court:

Q. What was said by Mrs. Krall and yourself about buying this farm?

A. Well, she don't put her money on there.

Q. No. You were going to say that Mr. Towland

and you had some negotiations but you found that the farm could be bought for less than $11,000.00?

A. Yes.

Q. Did you and Mrs. Krall talk about buying this farm?

A. Yes.

Q. What did you say?

A. I said, "All right," we should buy it.

Q. What had she said before?

A. To buy the farm.

Q. What did she say?

A. That we should buy it; we should make lots of money on the place.

Q. She said that who should buy it?

A. We should buy it together.

Q. Who?

A. Sophie Krall, and Mr. Cedo was to be the third party.

Q. What did you say?

A. I said, "All right," we should buy it and should buy it together.

By Mr. Messano:

Q. This conversation was had before the butcher shop was sold?

A. Yes; Mrs. Krall mentioned it herself.

Q. The question is this: this conversation that you just told us about, that was had before you sold the butcher shop; is that right?

A. Yes, before we sold we had that in the sale all right; the party was to come down and put deposit on it, and buy that butchcer shop out.

Q. Well, did you and Mrs. Krall agree to buy this farm?

A. Yes.

Q. For $9,000.00, didn't you?
A. Yes.
Q. And how much were you to put in?
A. I put a thousand dollars in.
Q. How much was she to put in?
A. She put a thousand dollars in.
Q. They wanted $2,000.00 down?
A. Yes.
Q. How about the balance?
A. $7,000.00 mortgage on.
Q. There was already $7,000.00 on the property?
A. Yes, sir.
Q. Where was title closed?
A. Mr. McCullough's; he had the deed and closed.
Q. At McCullough's?
A. Yes.
Q. The deed was given to you for this farm in Mr. McCullough's office?
A. Yes, sir.
Q. When was that; do you remember?
A. It was in September.
Q. Was anybody else present in Mr. McCullough's office?
A. Mrs. Krall.
Q. Anybody else?
A. I don't know.
Q. Just the three of you?
A. Yes, sir.
Q. September 8th was the date?
A. September 8th.
Q. What year?
A. 1921.
Q. Up until the time that this deed was delivered to you, you never saw Mr. Ross?
A. No.
Q. If he walked in this court room today you wouldn't recognize him?

The Court: He has already said that twice.

Q. When was this $2,000.00 paid?
A. It was paid before we got the deed.
Q. Can you give us the dates about when?
A. Well, I don't know the right date.

By the Court:

Q. How long before the day you got the deed?
A. Well, it was about three weeks before, two or three weeks.
Q. And to whom did you pay it?
A. Mrs. Krall went with the money down there to Mr. Towland and Mr. Ross.

By Mr. Messano:

Q. How much did she go to Mr. Ross' office with; how much money did she have?
A. She took $2,000.00.
Q. And that $2,000.00 was paid at one time?
A. Paid at one time.
Q. You say it was two or three weeks before September 8th?
A. Yes, sir, it was before.
Q. Well, didn't you, about two minutes ago, tell us that this conversation about paying the farm and about you and Mrs. Krall becoming partners was had before the butcher shop was sold?
A. It was had.
Q. That was way back in May, wasn't it?
A. No—that was in May.
Q. And this $2,000.00 deposit was paid two or three weeks before the 8th day of September, 1921?
A. Yes.

Q. Is that right?

A. Yes.

Q. Did you have your money in the bank at that time?

A. No, I didn't put it in the bank.

Q. It wasn't in the bank?

A. No.

Q. Where did you have your thousand dollars?

A. We put it together, because Mrs. Krall, if we put the money together and after we got to pay $2,000.00 down, so we had it together, and she says to me, she will go down to Mr. Ross in New York and Mr. Towland, to pay the $2,000.00 there; I should stay on the farm and plow, so I did.

Q. You didn't go?

A. No.

Q. This money—where were you keeping it, in a cash register or drawer?

A. We put it in the Second National Bank.

Q. Are you sure of that now?

A. Yes.

Q. You didn't have it around the butcher shop?

A. No.

Q. Did you get your bank statement on the first of July?

A. Yes, we got the checks back; see?

Q. And on the first of July did your statement show that you had paid $2,000.00 to Mr. Ross?

A. Yes.

Q. You remember that it did?

A. Yes.

Q. Well, now, a minute ago you said you had paid this $2,000.00 two or three weeks before the 8th day of September—now, you say on July 1st ——

A. Not on July 1st; we didn't pay him a cent July 1st.

Q. All right. Tell us just when?

A. We paid him before we got the deed from Mr. Ross.

Q. How soon before?

A. Well, it was about three or four weeks before.

Q. Now it's three or four?

A. I am not certain when was it.

Q. Was it a month?

A. I don't know.

The Court: It was said it was two or three or four weeks before.

Q. You don't remember?

A. No.

Q. Who went to the bank to withdraw this money?

A. Mr. Towland, also Mrs. Sophie Krall.

Q. Whose name was on this deposit bank-book?

A. Mrs. Krall.

Q. Her name alone?

A. Yes.

Q. Hers is the only one?

A. Yes.

Q. Your name wasn't on?

A. No.

Q. Why didn't you have your name put on the book?

A. I don't bother so much; I never thought Mrs. Krall going to be like that; she took the money away.

Q. You were partners?

A. Yes.

Q. Didn't you think it was to your advantage to have your name put on the book, too?

A. Well, I ought to if I was smart enough.

Q. But you were not smart enough?

A. No.

Q. When you were at Mr. McCullough's office on

the 8th day of September, 1921, did you sign any other paper?

A. In Mr. McCullough's office?

Q. Yes.

A. Any other paper?

Q. Yes. Title was closed in Mr. McCullough's office?

A. Yes.

Q. On that day did you sign any other paper?

A. I signed one paper.

Q. Only one?

A. Yes.

Q. Are you sure it was only one?

A. Well, it was a paper, I don't know. Mr. McCullough told me what I signed there, that is the deed from Mr. Ross, what we supposed to get on the farm.

Q. What is that?

A. Mr. McCullough told me I should sign my name on that deed, what we got from Mr. Ross, a deed belongs on the farm.

Q. Mr. McCullough told you that?

A. Yes.

Q. Are you sure that was on the 8th day of September?

A. Not on the 8th day of September.

Q. It wasn't?

A. No.

Q. My question to you was, on the 9th day of September, when title to the farm was closed, did you sign or did you not sign, any other paper?

A. No, at that time, in September, I didn't sign any paper?

Q. They just handed you the deed?

A. Yes, the deed what we got from Mr. Ross.

Q. Did you ever give Mr. Ross a mortgage for $2,500.00 ——

A. I give ——
Q. Did you ever owe Mr. Ross $2,500.00?
A. Yes.
Q. On a note or a bond and mortgage?
A. Mortgage.
Q. Will you look at this mortgage and tell me if that is your signature?
A. Yes, that is my signature.
Q. When is that dated; read that; you can read?
A. I don't know.

The Court: When is it dated?

Mr. Messano: September 8th, 1921.

A. On the same day, Mr. Stander, did you also sign this bond; that is your signature?
A. Yes, sir.
Q. The 8th day of September, 1921?
A. Well, I don't remember that.
Q. You don't remember that?
A. No.

By the Court:

Q. You sent over the $2,000.00 that you and Mrs. Krall were to pay, to Mr. Ross?
A. Yes.
Q. About three or four weeks, or two or three weeks before you got the deed; is that right?
A. Yes, sir, it was about that.
Q. Now, you say you got the deed September 8, 1921?
A. Yes, sir, I got the deed September 8, 1921.
Q. How do you know it was on that date that you got the deed?

A. Well, I know that; I can remember that it was September 8th when I got the deed from Mr. McCullough.

Q. You remember it was on that day?

A. Well, I am not exactly sure when I was in; it was September 8th, around.

Q. It was some time in September, you know?

A. Yes.

Q. You signed this bond and mortgage for $2,500.00?

A. Yes.

Q. The property was sold for $9,000.00, and you had a $4,500.00 mortgage on it held by Mr. Pumyea?

A. Yes.

Q. You put out $2,000.00 in cash and gave another bond and mortgage for $2,500.00?

A. Yes.

Q. When did you sign that bond and mortgage for $2,500.00?

A. I can't remember that.

Q. Did you sign that bond and mortgage before you sent the $2,000.00 down to Mr. Ross or afterwards?

A. I don't know exactly if I signed it before or afterwards.

Q. Well, did you sign the $2,500.00 bond and mortgage before or after you got the deed?

A. I think it was before.

Q. How long before?

A. I can't remember how long was it before.

Q. You signed that bond and mortgage where, in Mr. McCullough's office?

A. Yes, sir.

Q. Did Mr. McCullough go with Mrs. Krall to Mr. Ross?

A. No.

Q. How did you come to get the deed; who told you to go to Mr. McCullough's office to get the deed?

A. I think Mr. McCullough called up at that time that she should come down.

Q. Mrs. Krall told you that?

A. She told me.

Q. So you both went down to Mr. McCullough's office?

A. Yes.

Q. When you got down there, what was said?

A. He said the deed was there from Mr. Ross, he give us the deed.

Q. And who took that deed?

A. We took it; Mrs. Krall, I think she took the deed.

Q. You think Mrs. Krall took this deed in Mr. McCullough's office; is that right?

A. I don't know exactly if she took it or I did.

Q. Who had it recorded at the county clerk's office?

A. Mr. McCullough, on my name.

Q. Who took it to to the county clerk's office to have it recorded?

A. Mr. McCullough.

Q. When was that, before or after you and Mrs. Krall went down to get it?

A. Before.

Q. Well, now, on this day you and Mrs. Krall went down to Mr. McCullough's office to get the deed, did you sign anything in Mr. McCullough's office?

A. I don't remember if I did sign that time.

Q. You don't remember that?

A. No.

Q. Well, you testified that you put your name on a deed, Mr. McCullough asked you to put your name on a deed?

A. Yes, sir.

Q. When was that?

A. That wasn't in September, that was before September.

Q. Before September?

A. Yes.

Q. I don't mean that $2500 bond and mortgage, but you said Mr. McCullough asked you to put your name on the Ross deed?

A. Yes.

Q. Now, when was that?

A. That was September or October, I don't know; that was maybe before the September.

Q. I don't want to know when it must have been; I want to know when it was?

A. Before September I signed that paper.

Q. What did you think you were signing?

A. A deed we supposed to get from Mr. Ross.

Q. A deed that you were supposed to get from Mr. Ross?

A. To belong on the farm.

Q. Why should you sign that deed?

A. Well, I don't know.

Q. What makes you think it was that deed?

A. I know somebody got to sign the deed.

Q. Who told you to sign it?

A. That was Mr. McCullough told me I should sign my name on it.

Q. What did he tell you it was?

A. A deed from Mr. Ross, what I got from the farm, what he bought the farm.

Q. But you say that was before you got the deed from Mr. Ross?

A. Yes, it was before I got the deed from Mr. Ross.

Q. How could you sign your name in that way before you got the deed from Mr. Ross?

A. Well, I don't know, Judge; I signed that paper,

and we know in September what it was, a deed, and I never think it could be another deed on it.

Q. Do you know the deed from Mr. Ross when you see it?

A. Yes, sir, it is a big sheet of paper.

Q. You say this deed was made in your name, why?

A. Because Mrs. Krall don't want to put her name on the deed, that her husband is going to take it half away.

Q. Then the deed was made to you?

A. And the deed was made on my name.

Q. What did Mrs. Krall have to show that she had a half-interest in this?

A. We didn't make any papers up; we didn't make papers that we are partners or anything like that.

Q. You didn't have any partnership papers?

A. No.

Q. Did you give her anything in writing to show she was to have half of this farm?

A. No, no paper we didn't have.

By Mr. Messano:

Q. Between the first of June, 1921 and the 8th day of September, 1921, how many times were you in the office of Mr. McCullough?

A. In June?

Q. Between the first of June—that is, June, July, August and eight days in September, were you in Mr. McCullough's office between those dates?

A. Well, I think it was once down there.

Q. And that once, what did you do, if anything?

A. I don't know.

Q. Don't know what you did?

A. No.

Q. Did you go in and say, "Hello, how are you," or do business?

A. No. I was in there; I don't know what was it.

Q. Did you sign any papers on that day?

A. I don't know.

Q. Would you say that you didn't?

A. Well, maybe I didn't; I don't know; I couldn't say; I don't know.

Q. As far as your memory serves you, you were only in the office of Mr. McCullough once before September 8, 1921; is that right?

A. Well, maybe I was twice there, I don't know.

Q. Well, now, we will try and be a little more specific, Mr. Stander; we want to get somewhere.

A. I answer the questions, but I don't know.

Q. After the 8th day of September, were you again in Mr. McCullough's office?

A. After it?

Q. Yes.

A. Well, maybe, I was two or three times on there.

Q. Was it any more than three?

A. I don't know.

Q. Can't tell whether it was more than three?

A. No.

Q. When you called at Mr. McCullough's office after September 8th, did you go in response to a letter, a telephone communication, or what made you go to Mr. McCullough's office?

A. I don't know if I was there.

Q. Well, now, will you say you were not there after September 8th?

A. I don't know if I was there.

The Court: I think the date doesn't mean anything, possibly, Mr. Messano.

Q. When you were there in Mr. McCullough's

office and you signed your name to a piece of paper—you remember that?

A. Yes.

Q. Who else was present, if anybody?

A. Mrs. Krall, she was there.

Q. Mrs. Krall was there?

A. Yes.

Q. Anybody else?

The Court: I think he has said that nobody else was there but Mr. McCullough, Mrs. Krall and himself.

Q. Just the three of you?

A. Yes.

Q. Nobody else?

A. No.

Q. What did Mr. McCullough say to you when he showed you this piece of paper?

A. I don't know what paper was it.

By the Court:

Q. Whatever paper it was, what did he say to you?

A. When I was signing that paper, he told me I should sign a paper, a deed from Mr. Ross, what belonged to the farm; that what paper I did sign.

Q. What was it?

A. That deed.

Q. Did you look at it to see whether it was a deed from Mr. Ross to you for the farm?

A. Well, I never know at that time what is a deed, or what it looks like.

By Mr. Messano:

Q. On that day, did you sign more than one paper?

A. No, that day I didn't sign that paper only that one.

Q. Just one?

A. Yes.

Q. The mortgage which you executed to Mr. Ross for $2500, has that been paid off?

A. Yes.

Q. Settled and paid off?

A. Yes.

Q. And who paid it off?

A. I and Mrs. Krall.

Q. How much did you pay?

A. That was from Mr. Ernest Lagler, a partner who we take in.

Q. Lagler was half-owner for how long a time?

A. About two months.

Q. Two months?

A. Yes.

Q. And how much did you sell the half-interest for?

A. Who?

Q. You, how much did you sell the half-interest to Lagler for?

A. $7,000.

Q. And how much cash?

A. $3,000.

Q. And the balance how?

A. $4,000 on mortgage.

Q. He gave you $3,000 in cash?

A. Yes.

Q. Then, when he sold his half-interest back to you, how much did he sell it for?

A. Two thousand.

Q. For the half-interest two thousand?

A. Yes.

Q. And you sold it to him for seven thousand?

A. Well, I take $4,000 mortgage back, see?

By the Court:

Q. He lost a thousand dollars on it, do you mean?
A. He lost a thousand dollars, yes.

By Mr. Messano:

Q. And did you give him $2,000 in cash?
A. Yes, cash.
Q. When was that, do you remember?
A. It was 1924, I think.
Q. Are you sure it was 1924?
A. Well, I am not sure, 1923 I think was it.
Q. You say when you sold the half-interest to Lagler, he gave you $3,000 in cash; is that right?
A. Yes.
Q. Did Lagler give you a bond and mortgage?
A. Yes, sir.
Q. For how much?
A. $4,000, I think was it.
Q. Is this the mortgage which Mr. Lagler gave you? (Showing witness paper.)

The Court: It has been offered as such.

A. I think that is it.
Q. September 13, 1923, from Lagler to you for $2250.00; is that right? Now, $2250.00 in a mortgage, plus $3,000 cash, and what about the balance?
A. I don't know.
Q. You sold it for $7,000?
A. Yes.
Q. And he gave you $3,000 cash?
A. Yes, and $2,000 we paid to Mr. Ross, $1500 on a mortgage and $500 to Mr. Pumyea.
Q. What happened to the balance?

A. The balance we bought some cattle, and lumber from Camp Dix.

Q. What made Lagler give you this mortgage of $2250.00?

Mr. Bowers: That is objected to; it speaks for itself.

The Court: Objection overruled.

Q. Answer the question. Why did Mr. Lagler give you this mortgage for $2250.00?

A. If he don't want to stay there on the farm he wants to go off the farm.

Q. This is the mortgage he gave to you?

A. Yes, because I sold a quarter of half.

Q. You sold, you said, half-interest in this farm for $7,000?

A. Yes.

Q. $3,000 in cash and a mortgage of $4,000?

The Court: He said so.

A. Yes.

Q. Why was it that Mr. Lagler gave this mortgage for $2250.00?

A. Why was it?

Q. Yes.

A. He was a partner.

By the Court:

Q. You said it was a $4,000 mortgage; it seems to be $2250.00?

A. $4,000.00 mortgage.

The Court: Is there a mortgage of $4,000.00?

Mr. Bowers: I don't know that it is in evidence; there is a mortgage of $4,000.00 on the property.

The Court: Is there a mortgage either in evidence or of record, from Lagler to Stander of $4,000.00?

Mr. Bowers: No. I think what the witness has in mind is half of the mortgage, because this was a transfer of half the interest in the property.

By Mr. Messano:

Q. Up until the time that you sold half-interest to Lagler there was on the property a $4,500.00 mortgage held by Pumyea, a mortgage of $2500.00 held by Ross; is that right, $7,000?

A. $7,000.00?

Q. On the farm, up until you sold to Lagler?

A. Yes.

Q. Now, that is correct?

A. Yes.

Q. When you sold to Lagler, you sold a half-interest for $7,000?

A. Yes, $7,000.

Q. And that $7,000 was to be paid how?

A. It was $3,000 cash and $4,000 on the mortgage.

Q. Then, why did he give you this other mortgage for $2250.00?

A. I don't understand.

Q. As a matter of fact, Mr. Stander, didn't the transaction work out this way: you got $2,000 cash; with that $2,000 cash you paid off $1500 on Ross' mortgage, and $500 on Pumyea's mortgage?

A. Yes.

Q. And he gave you this mortgage for $2250.00, that is, Lagler did to you; is that right?

A. Yes.

Q. And he was to assume half of the other mortgage on the property, which would be reduced from seven to five, and he would have to pay half of that?

Mr. Bowers: I object to the question. I think counsel is confusing the transaction between Stander and Lagler with the transaction between Lagler and Stander again, the second transaction.

The Court: The objection is overruled.

Q. Is that the way this transaction worked out?

A. Well, I can't right know how that was made up; we got $3,000, from him and $4,000 on the mortgage.

Q. And after two months Lagler wanted to get out, and he conveyed back to you?

A. Yes.

Q. And he lost $1,000 on the transaction?

A. Yes.

Q. Did you give him $2,000 in cash?

A. No, in check. Mr. Kline paid him that.

Q. In check?

A. Yes, Mr. Kline, Voorhees Kline.

Q. Do you recall when it was that Lagler sold that to you; when was that; do you remember, Mr. Stander?

A. He sold me?

Q. Yes, when he sold back to you?

A. That was 1923.

Q. In the year, 1923?

A. Yes.

Q. November 13th; is that right?

A. Something like that.

Q. And you gave him a check for $2,000?

A. Well, I don't know if it was a check; Mr. Kline paid his money down.

Q. Didn't you, as a matter of fact, on November 13, 1923, execute a bond and mortgage to Mr. Lagler in the sum of $2,000?

A. Yes.

Q. Is this your signature here? (Showing witness a paper.)

A. Yes.

Q. Isn't that the bond and mortgage you gave to Lagler when he sold back to you?

A. I don't know if it is.

Q. Why don't you know?

A. I don't know.

Q. Look at it.

A. Yes.

Q. That is the one, is it?

Mr. Bowers: We admit that is the situation.

Q. When this mortgage came due, who paid it?

A. We took from Mr. Kline $1,000.

Q. Where did you get the other thousand dollars?

A. We got from Mr. Maserick, New York, $800.

Q. This money that Mr. Maserick gave you, was it cash?

A. Yes, sir.

Q. Sure it was cash?

A. Yes.

Q. And did you give him anything back for that $800?

A. Give him?

Q. Did you give him back anything for that $800?

A. Yes, we give him $200, we paid 25% on the hundred.

Q. Did you give him a note or a mortgage, or anything else, security?

Mr. Bowers: We admit the mortgage was given; it is in evidence.

Q. Did you?
A. It was recorded in the court house, some paper.
Q. You gave him a mortgage for $1,000?
A. Yes.
Q. Who borrowed this thousand dollars from Mr. Kline?
A. Mrs. Krall and myself.
Q. Both of you?
A. Yes.

Mr. Bowers: I might say at this time, that Mr. Kline came in and located the note for me in this transaction. I will offer it at such time as the Court will permit me to.

Q. Was that a note for $1,000?

Mr. Bowers: Here it is; I just got it. (Producing paper.)

The Court: All right; you may offer it at this time.

Mr. Bowers: I offer it at this time.

By the Court:

Q. You gave a mortgage, you said, for $1,000?
A. Yes.
Q. How did you pay off that mortgage?
A. Mr. Voorhees Kline, $1,000 we took.
Q. Who signed that note?
A. I signed it and Mrs. Sophie Krall.

Q. Is that the note?
A. Yes, that is the note.
Q. Is that Mrs. Krall's signature?
A. Yes, sir.
Q. You know it to be hers?
A. Yes.

The Court: Let it be received and marked.

(Said note is marked, "Exhibit C18.")

By Mr. Messano:

Q. When that note for $1,000 came due, who paid it?
A. Mr. Kline paid it.

By the Court:

Q. Not the mortgage, the note you gave Mr. Kline?
A. Oh, I paid the note.

By Mr. Messano:

Q. Did you pay it in cash?
A. Always cash, yes.
Q. Did you pay it off at one time, or did you pay it off in installments?
A. Well, I paid over three months.
Q. Cash or check?
A. Cash.
Q. Where did you get the money?
A. Well, I got the check where I was working.
Q. Where?
A. In the shop.

Q. What shop?
A. In Bound Brook.
Q. Where you worked in Bound Brook?
A. Yes.

By the Court:

Q. You say you paid it over three months? What do you mean?
A. Every three months.
Q. How much did you pay every three months?
A. Well, how much I had saved—$300 or $250 or $200, how much I had saved together.

By Mr. Messano:

Q. When did you first begin working in the shop?
A. 1926.
Q. 1926?
A. February 4.
Q. This note is dated May 12th?
A. Yes.
Q. May 12, 1925?
A. Yes.
Q. And made for three months?
A. Yes, sir.
Q. It was a three months' note?
A. Yes.
Q. When this note came due you were not working in the shop?
A. No, not that time.
Q. So that you couldn't have paid anything off on account of this note with money you made in the shop?
A. No, I was working on the farm and Mrs. Krall put money the same as me.

Q. Did you pay this note off with money you got in the shop, or money you earned on the farm?

A. Money on the farm.

Q. Then it was the farm money?

A. Yes.

Q. Well, why didn't you so state that when I asked you?

Mr. Bowers: That is objected to.

10

The Court: Well, both may be true, Mr. Messano.

Q. This interest on the Pumyea mortgage, who paid that?

A. We together, Mrs. Krall and myself.

Q. When you say, "Together," do you mean that both of you would go to Mrs. Pumyea's home and make payment?

A. No, I would go there.

20 Q. You?

A. Yes.

Q. All the time?

A. Yes, Mrs. Krall she was about twice with me together.

Q. And when you would go to make payment of this interest money, in whose name would the receipts be made out?

A. Made out in Mrs. Krall's, some receipts.

Q. Mrs. Krall's name?

30 A. Some.

Q. Did you object?

A. What?

Q. When you saw receipts made out in Mrs. Krall's name, did you object?

A. Well, I didn't think on the trouble I got to go through that; I was supposed to have my name on it, too.

Q. But on October 1st, 1927, when you made payments of the interest ——

The Court: He had advice from counsel long before that.

Mr. Bowers: There was a demand made; that is the reason payment was made.

Q. I show you some receipts, Mr. Stander, and ask you if these are the receipts from Mrs. Pumyea for interest paid on her mortgage?

The Court: Counsel will probably admit that.

Mr. Bowers: Yes, I think we will admit that the receipts were made out in her name, but that the money was produced in accordance with the testimony.

Mr. Messano: All these receipts are in the name of Sophie Krall.

A. I did have the money for that.
Q. Do you mean you handed the money over?
A. I went to Mrs. Cain and Mrs. Pumyea always with interest myself, and that is $120.00 in August, I think was it, August 28th or 29th. Mrs. Krall didn't give me a penny last year.
Q. This money you paid out for interest, where did that come from?
A. What?
Q. Where did you get that?
A. Last year what I paid?
Q. Do you mean 1926?
A. Well, we paid it together before, we saved money together.

Q. When you say, "Before," what years do you mean?

A. We started in the beginning, 1921.

Q. Up until when?

A. Up till 1925.

Q. You paid it together?

A. Yes.

Q. And after that, what happened?

A. 1926 in August, 28th or 29th was it, I paid $120.00 myself.

Mr. Messano: I offer this in evidence.

(Said papers, eight in number, are marked, "Exhibit D1.")

Q. You lived on this farm with Mrs. Krall for five years?

A. Yes.

Q. During the five years you were on this farm, what did you buy for the farm?

A. I bought horses.

Q. How many?

A. Three horses.

Q. You bought three?

A. Yes, sir.

Q. When did you buy those?

A. I bought 1922.

The Court: If this question is only for the purpose of the information, you have already put that in the record. If you have some other point in view, that is different.

Mr. Messano: I want to show that this $2,000 that he put in this farm for farming implements and stock is exorbitant.

The Court: That is only an estimate; I wouldn't find a definite sum on that. If there is to be an accounting, that will be taken up on the accounting.

Q. You say you worked on the farm?
A. Yes.
Q. What kind of work did you do on the farm?
A. What work is on the farm? All farm work.
Q. What does that consist of?
A. The farm work?
Q. Yes.
A. Plowing, planting, keeping the cattle up, and what belongs to the farm.
Q. And during the five years you were there, was there any help, any other help on the farm?
A. No.
Q. No other help?
A. No.
Q. Did Mrs. Krall's son live on the farm?
A. Yes.
Q. How old a boy was he?
A. He was 15; when he come down there he was about 9 years old, I think.
Q. Did he do any work on the farm?
A. No, the boy went to school.
Q. Did he do any work on the farm?
A. No.
Q. After school?
A. After school he wouldn't do it.
Q. He didn't do any after school?
A. No.
Q. During the summer-time?
A. He helped what he could, a little bit.
Q. He did do some work?
A. A little bit.
Q. In 1922, did you keep any boarders on the farm?

A. Yes.
Q. Who did the work?
A. Mrs. Krall; I used to help her.
Q. She did the work?
A. And me.
Q. During the winter would Mrs. Krall stay on the farm?
A. No, she was in the city.
Q. What doing?
A. I don't know.
Q. Did Mrs. Krall, while she was in the city, ever send any money to the farm?
A. Yes, if she has money she sent it.
Q. She did send money?
A. If she has it she sent it.
Q. During the winter, would she ever visit the farm?
A. She come down about two or three times during the winter.
Q. When she came down, did she give you any money?
A. If she had money she used to send it on postal money orders.
Q. To whom?
A. On my name.
Q. To you?
A. To Mr. Dixon, down in Belle Mead.
Q. How much money did she send you?
A. I don't know, I didn't count it.
Q. Give us some idea, a hundred or a thousand?
A. I don't know exactly. Maybe $1,000.00.
Q. In October, 1926, when the trouble over the dog started, who threatened to shoot you?
A. Joe Guerra.
Q. Why?
A. I don't know why.
Q. You don't know.

A. No.

Q. He just came up to you and said, "I'm going to shoot you?"

A. Yes; I come home in the evening.

Q. What happened after you got home?

A. The door was locked, and I knocked on the door and nobody went to open the door, so I tried to get in; I don't want to sleep outside; it was my place just the same as Mrs. Krall's, and that man was there and he comes out; if I push the door the door is opened, the snapper isn't fixed; and he hold a gun against my face and say, "If you don't get out of here, I will shoot you right away."

Q. Was Mrs. Krall there?

A. Yes.

Q. What did she say?

A. I don't know what she said.

Q. What did she do—these horses you bought from Westman, did you get a bill of sale for them?

A. No.

Q. In what name were they bought?

A. In my name.

Q. Why, if she was a partner?

A. I did need the horse.

Q. Why didn't you have the receipt made out in both names?

A. Mrs. Krall was not on the sale, she couldn't put the name on there; I bought them on the note.

Mr. Bowers: We admit that she has a half-interest in them.

Q. How much money did you get from Europe?

A. I got only $145.00.

Q. That is all the money you ever got from Europe?

A. Yes, sir.

The Court: That is what he said. Why waste time?

Re-direct examination.

By Mr. Bowers:

Q. Mr. Stander, you said you received in all from Mrs. Krall $1,000 during the five years; is that correct?

A. Yes.

Q. That is the money that she gave you to take care of some of the debts?

A. That is the money she was working down in New York and sent down; I couldn't say exactly; it wasn't much more than a thousand dollars.

Q. And that money, with your own money, you used to pay the debts and the mortgages?

A. Yes, the mortgages we paid; we got checks. We put money always together; we pay everything together.

Q. She was to pay half as soon as you could figure it?

A. Yes.

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

Direct examination.

By Mr. Bowers:

Q. Mr. Kline, what is your profession?
A. Attorney.

Q. You are a licensed attorney, and counsellor at law of the State of New Jersey, practicing where?

A. Somerville.

Q. How long have you practiced law?

A. 1914, I think.

Mr. Messano: I will admit his qualifications.

Q. Do you know Mike Stander and Sophie Krall, parties to this suit?

A. I do.

Q. Where did you first meet them and when, as near as you can tell?

A. I couldn't tell you the date except by reference to the title papers. An application was made in behalf of Stander to the Federal Land Bank for a mortgage loan; the papers were referred to me by the Land Bank to examine the title, and I found the condition of the title was such that a loan could not be approved.

Q. Such was the condition of the title?

A. Yes.

Q. About when was that, Mr. Kline?

A. I don't remember the date, '24 or '3, somewhere along in there; I could tell from my files if you want to know.

Q. I would like you to refer to your files.

A. (After referring to files.) It was referred to me in February, 1924.

Q. And did you notice Mrs. Krall and Stander to appear at your office?

A. At that time I had met neither one of them, and I wrote a letter, the application being in the name of Stander.

Q. Mike Stander?

A. Mike Stander; we wrote a letter to Mr. Stander, setting forth his title.

By the Court:

Q. Did they both come in later?
A. Yes.

By Mr. Bowers:

Q. About when did they come to your office, Mr. Kline, if you can remember?

A. I find that that he came in on or about April 15, 1924.

Q. Did you advise him that the loan could not be consummated with the Federal Bank?

A. The application was for a loan of $3,000, and he had mortgages aggregating, I think, six or seven thousand, and it didn't appear ——

The Court: How is this material?

Mr. Bowers: I want to get down to this transaction.

The Court: All right.

Q. A transaction with the Federal Land Bank was not consummated?

A. That's right.

By the Court:

Q. When did you first see Mrs. Krall?

A. Well, I think it was in connection—now, I won't say; she may have been there at that time; I am not sure about that. I don't know whether she came there with Stander at any time at that stage of the proceedings, or not. I think really the first

transaction I had in which she appeared, was when they tried to raise money to pay off one of those loans.

Q. When was that?

A. I don't know the date; I haven't got a memorandum of that; it may be they came in when the transfer was made to Lagler; I don't remember that.

RECESS UNTIL 2 O'CLOCK.

AFTER RECESS.

Q. What was the first transaction had in your office, in which Mrs. Krall and Mike Stander were involved?

A. If I recollect correctly, the first one was the transaction of Lagler; I am not sure, but I think it was. I think there was a deed drawn for a half-interest from Stander to Lagler.

Q. Wherein half of the premises in question were conveyed to Ernest Lagler by Mike Stander?

A. Yes.

Q. That is so, Mr. Kline?

A. Yes.

Q. Do you remember what papers they produced in your office at the time of the transaction?

A. No.

Q. I show you here, "Exhibit C8" and "C7," a bond and mortgage executed by Mike Stander—I show you, "Exhibit C6" and "C5," purporting to be a bond and mortgage executed by Ernest Lagler and Sophie Lagler, his wife, to Mike Stander.

A. Yes.

Q. I show you these papers, Mr. Kline, and ask

you whether or not they were signed and acknowledged before you in your office?

A. "C6" is a mortgage from Ernest Lagler to Mike Stander, which was drawn and executed by me.

By the Court:

Q. Was it signed in your office and executed?

A. Yes.

By Mr. Bowers:

Q. Do you remember the transaction wherein half-interest in the farm was conveyed by Mike Stander to Lagler; do you remember that transaction?

A. I remember there was such a transaction.

Q. There was?

A. Yes.

Q. Have you anything in your files to indicate how the moneys passed in that transaction?

A. No, I have nothing there to show.

Q. That mortgage which you have, a mortgage from Lagler to Stander, was that paid off at your office, Mr. Kline?

A. I don't remember.

Q. Don't you remember that?

A. I don't remember this being paid off. Yes, I do. I think it was paid off when the other transfer was made.

Q. Very well; I am coming to that. At a subsequent time in November, 1923, Lagler conveyed back the half-interest to Stander, didn't he?

A. I think this mortgage is cancelled the same day.

Q. Do you remember the second transaction occuring; that deed I hand you?

A. When Lagler reconveyed the half-interest to

Stander, he gave Lagler a mortgage of $2,000, I think.

Q. I show you "C7" and "C8," and ask you if that is the bond and mortgage executed by Lagler back to Stander?

A. Yes, I think it is.

Q. Do you remember anything about the terms of purchase or the cash passed at that transaction?

A. I do not.

Q. You have nothing in your notes to indicate that?

A. No.

Q. Will you just look at the back of that last mortgage from Stander to Lagler, and tell me if you can recollect whether or not it was paid off at your office?

A. That mortgage was paid off by me in New York. I made an appointment to meet the Laglers in New York. I went to finance the paying off of that mortgage; if I remember correctly, they raised $1,000.

By the Court:

Q. Mr. Kline, whom do you mean by, "they?"

A. Mrs. Krall and Mr. Stander. It was at this time when I learned of Mrs. Krall's interest, and I loaned them $1,000 on a note; the two sums, together, enabled me to pay the balance due on that mortgage, and I went to New York and paid off Lagler and his wife and took an assignment of the mortgage to protect me on my note.

By Mr. Bowers:

Q. An assignment of what mortgage?

A. The Lagler mortgage of $2,000.

Q. Did Mrs. Krall and Stander appear at your office before you went to New York to pay off the mortgage?

A. They did.

Q. They were at your office?

A. Yes.

Q. Was anything said by Mrs. Krall as to her interest in the property at that time, or by him?

A. Just how the matter arose, I don't remember, but I do remember Mrs. Krall was to put up some of the money, and my recollection is, I asked her why she was doing that when the property was evidently Stander's, and if I remember correctly she said she had a half-interest in the property, she and Stander were partners; and Stander was there at the same time, and I asked him if that was correct, and he said it was; and then I told them that that note would have to be signed by both of them.

Q. Is that the note they gave you for $1,000?

A. I think that is the note; there are several renewals of it.

Q. There are renewals?

A. Yes.

Q. Several renewals of it?

A. Yes.

Q. But that is the note?

A. Yes. I loaned them money at different times; I don't think that is the first note I had from them; I think I loaned them money prior to this date.

Q. At the various times you loaned them money, did they both sign the note?

A. Not on all occasions; some were signed by Stander only.

Q. These transactions took place in 1923 and '24 and '25, did they not?

A. I think so, yes.

Q. As near as you can tell and as far as you know, the record title was in Stander?

A. Yes.

Q. Mike Stander?

A. Yes.

Q. And was never disputed by Mrs. Krall?

A. No.

Q. Except to the extent that she claimed a half-interest?

A. Correct; until very recently, until last October, I think, when that trouble arose. I might say that I do find in my files the memorandum of the payment of this note.

Q. You have it?

A. Yes.

Q. What is it?

A. There was $400 and the interest paid on August 13.

Q. By whom?

By the Court:

Q. What year?

A. 1925.

By Mr. Bowers:

Q. In 1925?

A. Yes.

Q. By whom?

A. And on November 13, 1925, $300 and interest was paid, and on February 12, 1926, $250 and interest was paid, leaving a balance of $50.

Q. On February 12, 1926?

A. Yes.

Q. Go on.

A. I have no record here to show when that $50 was paid.

Q. Do you know about when?

A. But it was paid later and additional money loaned.

Q. About when?

A. I think it was paid by being included in a later note.

By the Court:

Q. Who made these payments?

A. Mr. Stander, with a few exceptions, made all payments in cash.

By Mr. Bowers:

Q. In cash?

A. Yes.

Q. Were receipts issued to him?

A. I don't remember; they may have been issued to him; they may have been issued to both.

Q. I show you, "Exhibit C11" and "C10," Mike Stander to Stephen Maserick; is that the mortgage you attended to the payment of?

A. I rather think this was the one that was paid off; I am not sure which one was paid off; I know one of them was; I think the Lagler one was the first loan; that was paid off before this date.

Q. Did you attend to the paying off of the Maserick mortgage for Stander and Mrs. Krall?

A. Yes; I think that was done by mail.

Q. Did Mrs. Krall, at any time during these two or three years that she came to your office, mention the fact that she had a deed executed by Stander to herself, up to 1925?

A. No, not until the trouble arose.
Q. Not till the trouble came?
A. No.
Q. Did she ever offer you a deed for recording?
A. No; she did at that time, but not prior.

By the Court:

Q. At what time?
A. I think it was in October, 1926, she came in and paid off the balance due on the last note and got me to receipt it, which I think I did. It turned over the mortgage which I had as collateral, for cancellation..
Q. When was it cancelled?
A. It was cancelled November 3rd.
Q. What year?
A. 1926.

By Mr. Bowers:

Q. Which one?
A. Which mortgage?
Q. Which mortgage?
A. The mortgage given to Lagler.
Q. That is the one you attended to?
A. Yes.
Q. Did you attend to any other?
A. Yes.
Q. Did you attend to the payment of the mortgage made by Stander to G. Hilliard Ross?
A. Yes, I did.
Q. Exhibited by, "C2" and "C3?"
A. Yes.
Q. Who furnished the money for the payment of the mortgage?

A. That mortgage?

Q. That mortgage.

A. I think part of that was raised on an additional note from me.

Q. Signed by whom?

A. I don't recollect.

Q. You don't know who signed that?

A. No.

Q. Have you any more of those old notes in your file?

A. This is the only one I could find; I didn't know I had it until I looked.

Q. And you attended to the payment of that mortgage?

A. Yes.

Q. With moneys furnished by whom?

A. My recollection is, that I furnished some money secured by a note, and that they furnished some money. I am not sure whether that money was raised partly by some money that Mr. Stander got from abroad.

Q. Do you remember that transaction when he got money from abroad?

A. I think I do.

Q. You remember the money to him from the bank, don't you?

A. I have just a hazy recollection of it.

Q. But you do recollect that he got money from abroad?

A. Yes.

Q. Through the bank?

A. I say I have a hazy recollection of it.

The Court: Is that to be denied?

Mr. Messano: No, sir.

The Court: Then, it will be of no use going into it.

Cross-examination.

By Mr. Messano:

Q. Mr. Kline, you say that Mr. Stander made this application for this $3,000 loan in February, 1924?

A. I don't know when the application was made; that was when it first came to me.

Q. About that time?

A. I think the application was made by Mr. McCullough in their behalf. Whether Stander—the bank referred it to me on February 5th.

Q. You received it on February 5th?

A. Yes.

Q. Have you that application?

A. No.

Q. You haven't it?

A. No, the bank would have that.

Q. You don't know, as a matter of fact, who signed the application?

A. No, I don't except as the bank advises me. The thing I keep would be a letter. I have a letter from Lindabury and Steelman, dated February 5, 1924, which says, "The New York and New Jersey Joint Stock Land Bank of Newark, has granted a loan of $3,000 to Mike Stuber and Sophie Krall, of Belle Mead, New Jersey, covering a tract of 75.20 acres, more or less, situate in the township of Hillsborough, Somerset County, New Jersey, conveyed to Mike Stander by D. Hilliard Ross and wife, by deed dated September 8, 1921, recorded in Book K18 of Deeds for Somerset County, page 91, etc., which deed we enclose herewith. We also enclose abstract of title

covering premises in question made by Frederick A. McCullough, under date of June 1, 1921. We would appreciate it if you would examine this title and order official tax search and send us the result of your examination, together with necessary plottings, at your earliest convenience,'' etc. I think that will answer your question.

Q. That is by Lindabury and Steelman?

A. Yes.

Q. To you?

A. Yes.

Q. And that letter is dated February 5?

A. Yes, sir.

Q. 1924?

A. Yes, sir.

Q. When you got that letter and got the deed, the deed was to Stander, and the letter says that the loan was granted to Stander and Krall?

A. Yes.

Q. Did you then get in touch with Mrs. Krall to find out what interest she had in the property?

A. Not at the start, as I remember it.

Q. Why?

A. Because of the condition of the title; the title was very much involved; there were a number of judgments and attachments, and I don't remember what all now.

Q. Well, after you got through examining the title, did you then get in touch with Mrs. Krall to find out just what her interest was in the property?

A. Well, there were a good many steps taken before it came to that point.

Q. What steps were taken before that?

A. When I found the condition of the title, my recollection is that there was a mortgage of $4,500, or rather, $4,000 and $1500 mortgage held by Mrs. Pumyea, and there was a $2500 mortgage to Ross,

and several attachments and judgments open of record.

Q. When was the first time you communicated with Mrs. Krall?

A. I don't know ——

Q. About when?

A. I don't know whether I ever wrote to Mrs. Krall directly or not; I think I wrote to Stander.

Q. Would you say you never wrote to Mrs. Krall directly?

A. I wouldn't say so, no.

Q. You wouldn't say you did?

A. No, I wouldn't like to say so.

Q. However, you do recall Mrs. Krall being in your office relative to this matter?

A. She didn't come in at first.

Q. Did she come in?

A. She came in later.

Q. How much later did she come in?

A. I don't know.

Q. When she came in did she come in alone?

A. I don't think so.

Q. Or with Mr. Stander?

A. With Mr. Stander, if I recollect.

Q. What was the purpose of their visit at that time?

A. In connection with the loan and the bank matter.

Q. Did you then question Mrs. Krall as to her interest in the property?

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

Q. You didn't?

A. If I recollect correctly, I took up with them at that time only the title questions.

Q. When you got through with the title questions, did you then get in touch with Mrs. Krall?

A. Well, my first conversation with them, as I

recollect it, resulted in a finding by me that they were under a misapprehension as to the character of loan that they could get from the bank.

Q. In what respect?

The Court: How is all this worth the time it is taking? It is not within the issue involved here.

Q. When was the first time you spoke to Mrs. Krall about any interest she might have in this farm?

A. I don't think that came up until the Land Bank deal fell through finally.

Q. When was that?

A. I don't remember the date.

Q. Did you ever talk to Mrs. Krall about any interest she might have in this particular piece of property?

A. At that time, yes.

Q. You did at that time?

A. Yes.

Q. Did she show you any evidence of her interest in this property?

A. None whatever.

Q. You asked her to produce a deed ——

A. I did not.

Q. Or any other kind of documents?

A. I did not; she told me the title had to be taken in Stander's name because she was married and not living with her husband, therefore, her name was not put or placed on the deed.

Q. She gave that as a reason?

A. Yes.

Q. During all this transaction with Mr. Stander, he appeared to be a pretty intelligent sort of a chap, did he not?

A. Yes, and no.

Q. Did he understand what he was doing when he signed these mortgages and bonds?

Mr. Bowers: That is objected to. How does this witness know?

The Court: He may answer.

Q. Did he?

A. I wouldn't say that he did or didn't.

Q. What do you mean?

A. He did what I told him to do, and let it go at that. I explained to him what I was doing, and he signed it.

Q. And while you were explaining these various instruments to him—you say you explained them?

A. I did.

Q. While you were explaining these various instruments to him, would he know what was going on; would he nod his head or interrupt you to find out just what you were saying?

A. I don't know whether he interrupted me or not.

Q. You don't recall?

A. No.

Q. Did you just read the thing to him and tell him it was a mortgage, and say, "Mike, sign it?"

A. No, I followed with him the practice I followed with others.

Q. What is that?

A. To read it over and explain it to him and tell him what it means in short form.

Q. Mike never said to you that he didn't understand what he was signing?

A. Not in these papers; I made sure, as I thought, that he understood; I didn't want him to sign unless he did understand.

Q. You thought he understood?

A. Yes.

Q. On direct examination you testified that Mrs. Krall came to you sometime in 1926, and wanted you to record a deed from Stander to Krall?

A. Yes, sir.

Q. Do you remember, or recall just when that was, Mr. Kline?

A. No, I do not; I don't seem to have any correspondence on it.

Q. Can't you tell us, about?

A. No.

Q. Do you remember the month—September, October or November, around election day or Thanksgiving; would you say it was before November 26th?

A. Oh, yes; when she left a deed with me and I gave it to her on December 3rd.

Q. What year?

A. '26. Did I say December? November 3rd; she took the deed from my office November 3, 1926, that is, the unrecorded deed, and signed a receipt for it; and she had left it there a short time before and requested me to have it recorded. I think I called her attention to the fact that the deed didn't show whether Mike Stander was married or single, and I suggested to her that she get a corrected deed from Mr. Stander showing what his condition was at that time, if I remember correctly; and then after that the dispute appeared. That is the first I learned of her claim.

Q. Was that the very first time?

A. It was.

Re-direct examination.

By Mr. Bowers:

Q. You had business dealings with her for years?
A. Yes.
Q. Over this particular property?
A. Only in connection with this property.
Q. This is the only thing?
A. This property.
Q. You didn't record the deed for her, did you?
A. No, I didn't.

Mr. Bowers: I offer this letter in evidence that the witness has testified to.

(Said letter from Lindabury and Steelman to Voorhees Kline, dated February 5, 1924, is marked, "Exhibit C19.")

By the Court:

Q. Did you have any conversation with Mrs. Krall as to how she got this deed?

A. I think I did say something to her about it and then, if I recollect correctly, she told me that when she took title, she being separated from her husband, title was put in Stander's name and to protect her interest Stander gave her a deed which they were to hold off record; and I think at that time I raised that question. I said, "Didn't you tell me you had a half-interest in this with Stander?" and I don't recollect whether she denied it or not. I told her I didn't want any more to do with it, and she took her papers off.

Re-cross examination.

By Mr. Messano:

Q. Were your fees paid in that particular matter?
A. Not for some time, no.
Q. They have been paid?
A. They were paid for a long time.
Q. Have they been paid to date?
A. Yes, sir.
Q. Whom did you bill?
A. Bill?
Q. Yes, who did you send the bill to?
A. I don't know that; I think I billed Stander, if I remember.
Q. You think you did?
A. I think so.
Q. Here is a bill dated March 12th; to whom is that bill?
A. Mrs. Krall.

Mr. Messano: I offer that in evidence.

(Said bill is marked, "Exhibit D2.")

Q. Did Mike ever pay you moneys for fees and disbursements?
A. Yes, moneys paid long before that.

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

Direct examination.

By Mr. Bowers:

Q. What is your occupation and where do you live?

A. At Neshanic, New Jersey.

Q. What is your business?

A. Real estate broker.

Q. How long have you been engaged in that business?

A. Approximately 20 years.

Q. Do you know Mike Stander and Sophie Krall, the parties to this suit?

A. Yes.

Q. You know both of them?

A. Yes.

Q. When did you first meet them and where?

A. That was about the 8th or 10th of May, as I recall it now.

Q. What year?

A. 1921.

Q. It was some time before they bought the farm in question, wasn't it?

A. No.

Q. When was it?

A. They came to me on a Sunday and we went and inspected the property in question; and the following day, I think, Mrs. Krall and myself went down to our New York office where my former partner, now dead, Mr. Goldsmith, wrote out the sales agreement and accepted the deposit money.

Q. Well, when was that?
A. About the 8th or 10th of May.
Q. Some time before they bought the farm, wasn't it?
A. No.

By the Court:

Q. A few days?
A. No, a day or two before they bought the farm.

By Mr. Bowers:

Q. Did you talk to Mrs. Krall and Mr. Stander before they went to New York with you?
A. As a matter of fact, of course.
Q. What did he say and what did she say to you, about their interest in the farm, or their concern in it?
A. What do you mean by that?
Q. (Stenographer repeats the question.)
A. They were willing to buy it. They asked me if I could get the discount below the asking price, which I did get, a matter, as I recall it now, of a couple of thousand dollars.
Q. Who was to buy the farm, one or both of them?
A. Mrs. Krall was to do the business and negotiations, and her and Mr. Stander was to put up the money, share and share alike, on a fifty-fifty basis.
Q. She told you that?
A. Yes.
Q. Were they both there at that time?
A. Yes.
Q. Do you remember the purchase price?
A. Yes.
Q. What was the purchase price?

A. $9,000, subject to two then present mortgages, one, I think, of $4,500, either $4,000 or $4,500, and another of $500, held by Mr. Pumyea, of Belle Mead.

Q. Who signed the sale agreement outside of Mr. Ross?

A. Mrs. Krall, because it was executed in New York, and Stander remained on the property. I might say here, that the fact that they had sold their butcher business they explained to me they had to give immediate possession, and for that reason they had to occupy the farm at once.

Q. And did they?

A. Yes.

Q. Therefore, they went on the farm before the deed was given?

A. Yes, I think that we incorporated on that for the consideration of one dollar, that they should have immediate possession.

Q. Who went into possession, Mrs. Krall and Stander?

A. Yes.

Q. And they farmed the farm from then on; is that correct?

A. Yes.

Q. When was the title scheduled to close, according to the terms of the contract?

A. As I remember, thirty days, but it seems that Mr. McCullough discovered a cloud on the title; that is, there was a mortgage that had been paid, but was still a matter of record and hadn't been cancelled.

Q. Did that postpone things for some time?

A. It did, and in the meantime, when the thirty days' time was up, the expiration of the contract, Mrs. Krall met me in Somerville and gave me a check on the Second National Bank, which I had certified, and notified Mr. Ross that as soon as the cloud was

removed the balance of the money would be forthcoming. And that check I held in my safe until the 8th or 9th of September; I don't recall the exact date, because I wasn't there at the final closing.

Q. You were not there when the title was closed in September?

A. No.

Q. You were absent?

A. Yes.

Q. Did you talk with Mrs. Krall and Mr. Stander from time to time?

A. Yes.

Q. How often?

A. Almost daily.

Q. What did they say about who owned it?

A. I understand from what was said to me, that at that time it was on a fifty-fifty basis. I asked them once whether they had any partnership papers to that effect, and they said, "No;" it was all put in one pot, and when they required funds they dipped in it.

Q. They told you this?

A. I think they did.

Q. You say the farm sold for $9,000?

A. Yes, sir.

Q. You know the farm has been occupied for the last five or six years by Stander and Mrs. Krall?

A. Yes.

Q. Is the farm in good condition?

A. Yes, sir.

Q. Who has done the majority of the work on the farm, if you know?

A. Well, it was universally understood that Mike Stander done the farm work; he had the assistance of Mrs. Krall's boy as much as he could.

Q. The son?

A. Yes.

Q. Did he work for them on the farm?
A. I understand so.
Q. Did he work faithfully for them?
A. I don't understand, to the contrary ——
Q. Do you know the value of the farm at the present time?
A. I could appraise it or estimate it.

By the Court:

Q. Approximately?
A. About the same as it was.

By Mr. Bowers:

Q. What figure? Place a figure on it, please; you know the farm very well.
A. Well, the land is just as good as it ever was; the buildings are about the same; there was probably a damage of about a thousand dollars, and there were trees behind the building and they were cut off, and if you were going to sell it to some parties ——
Q. What is the value of the farm?
A. I would place it at $8,000.
Q. $8,000?
A. Yes, the bare farm.
Q. How about the buildings?
A. Oh, I mean without stock or equipment.
Q. What is the value of the stock and equipment?
A. I don't know what the equipment ——
Q. The equipment on there, cattle and horses?
A. I don't know.
Q. $8,000 the way it stands now?
A. The bare farm, yes, and the buildings, just the land and buildings.

Q. Were you familiar with the value of the farm about a year ago, a year last October?

A. No, not that time; with the farm itself, but not with the stock and equipment.

Q. Was it worth about the same figure last year?

A. Yes.

Q. Do you know what the equipment and personal property was on the farm last year?

A. No, I don't.

Q. Do you know, about?

A. I haven't any idea.

Cross-examination.

By Mr. Messano:

Q. Mr. Towland, you say that the first time you met Mrs. Krall was a couple of days before the time they purchased this farm?

A. Yes.

Q. Is that so?

A. Yes, sir.

Q. Mr. Goldsmith's office is located where?

A. Well, there isn't any more, he is dead and gone.

Q. Where was it located?

A. 63 Park Row, the World Building.

Q. Who went to this office with you; you went, didn't you?

A. Yes.

Q. Who else went?

A. Mrs. Krall and myself and took a check for $800.00, as I remember it, made by Mrs. Krall on the Second National Bank of Somerville, which went to protest, if I remember right, but was collected afterwards, due to the fact that it was drawn on

the savings account instead of the regular checking account.

Q. That was a check?

A. Yes, sir.

Q. A check, not cash?

A. Yes; a check payable to the order of G. Hilliard Ross.

Q. When was the balance of the $2,000 paid?

A. Well, I suppose it was paid when the title was passed, but I held the other one in my safe up to the day it was passed, and Mrs. Krall came to my place and I handed her the check and she went down.

Q. When was title closed; do you remember?

A. The early part of September, the 8th or 9th, or around there.

Q. How far away is Neshanic from Hillsborough?

A. I don't know.

Q. About?

A. Hillsborough?

Q. Where the farm was located.

A. That is between Flemington and Belle Mead, to be exact.

Q. How far is Neshanic from the farm?

A. Neshanic proper, or Neshanic station?

Q. Where you had your office?

A. Probably a mile and a half.

Q. Did you pass the farm daily?

A. I did the first year, possibly.

Q. When you passed by, did you see Mike working there?

A. I did, and I helped him for that matter.

Q. You helped him?

A. Yes.

Q. And the boy?

A. Yes, sir.

Q. Was he helping on the farm?

A. He was helping when he wasn't attending

school; he was a small boy when he went there, not capable of doing much.

Q. Were you in the office of G. Hilliard Ross with Mrs. Krall?

A. Not that I recall.

Q. Do you know where the deed from Mr. Ross to Mr. Stander was drawn?

A. Where it was drawn?

Q. Yes.

A. I understood it was drawn up in the office of Griggs and Herr.

Q. Where are they located?

A. The Somerville Trust Company; he was representing the lawyer for G. Hilliard Ross.

Q. Were you present when a certain deed was drawn from G. Hilliard Ross to Sophie Krass?

A. No, sir.

Q. You were not present?

A. No.

Q. Do you know of the existence of such a deed?

A. What deed?

Q. A deed such as I have just mentioned.

A. What date?

Q. June 1st, 1920?

A. No, sir.

Q. Do you know a Mr. Daniel D. Sherman, a Notary Public?

A. No, sir.

Q. You don't know him?

A. No.

Q. Did you ever receive any money from Mike Stander?

A. No, sir.

The Court: Do you mean directly?

Mr. Messano: Yes, sir, directly.

A. Not directly or indirectly, not from Mike Stander; my commission was paid by the seller.

By the Court:

Q. I understood you to say Mike Stander and Mrs. Krall were to buy this property?
A. Yes.
Q. Each having half?
A. They did.
Q. Did they put up each half of the money?
A. Well, I don't know as to that; all I know is, this money it was paid in two checks drawn on the Second National Bank, one for $800 and one for twelve.

By Mr. Messano:

Q. Drawn by Mrs. Krall?
A. Yes, she said her and Mike Stander's interest were in together and they had it in one deposit in the same bank in Somerville.

By the Court:

Q. She told you that?
A. Yes, sir.
Q. Then you do know that you received money from him indirectly?
A. Yes.

By Mr. Messano:

Q. Do you know G. Hilliard Ross?
A. Yes.
Q. Were you ever in his office?

A. Yes.
Q. Were you ever in his office with Mrs. Krall?
A. No, sir, not that I recollect.
Q. Would you say that you were or you weren't?

The Court: He has said so.

A. I don't recall ever being there with Mrs. Krall.

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

Direct examination.

By Mr. Bowers:

Q. Mrs. Cain, where do you live?
A. Belle Mead.
Q. New Jersey?
A. Yes.
Q. Are you related to the Pumyeas, who hold the mortgage on the property in question?
A. I am.
Q. What is your relation?
A. I am a daughter of Mr. Pumyea.
Q. Do you know where the farm is?
A. Yes.
Q. You know Mrs. Krall?
A. Yes, sir.
Q. And Mike Stander?
A. Yes.
Q. Did you accept the payments of interest and principal, from time to time, made by Krall and Stander?

A. Yes.

Q. On account of the mortgage?

A. Yes, sir.

Q. How would those payments be made to you, or to the estate?

A. Sometimes they were brought to me by both Mr. Stander and Mrs. Krall, and sometimes they were paid to my father and he gave them a receipt.

Q. How would the moneys be produced, by Mrs. Krall or Mr. Stander?

A. Well, if I remember rightly, Mr. Stander was the one that handed the money.

Q. He handed over the money?

A. Yes.

Q. Did they say anything to you, from time to time, as to how they held the farm, or what their interest was in it?

A. Not anything.

Q. What was your understanding about their interest in the farm from your business relations with them, if you know?

A. Well, I didn't know what their interests were at all.

Q. Did you hold for the estate an insurance policy covering the property to secure your mortgage?

A. I have one that my mother held.

Q. Have you got that with you?

A. Yes.

Q. Will you produce it, please?

A. Yes.

Q. In whose name is it?

A. Mike Stander's.

Q. That is the last policy you received?

A. Yes, sir.

Q. It expired November 6, 1925?

A. Yes.

Mr. Bowers: I offer it in evidence.

The Court: For what purpose?

Mr. Bowers: To show Stander's name up to November ——

The Court: You have that.

Q. Whom do you look to for the payment of the interest on the property on this mortgage?

A. To both; I have been expecting them both to pay on it.

Q. And you have made demand on both, have you not?

A. They have always been very punctual; they have come to the house and paid it when due almost always.

Q. How near do you live to the farm?

A. About two miles.

Q. Two miles?

A. Yes, sir.

Q. Do you go around there very often?

A. Not so very, once in a while.

Q. Do you know that Stander has been there for the last five years?

The Court: That will not be contradicted, will it?

Mr. Messano: No.

Q. Devoting his full time to the farm?
A. Yes, sir.
Q. He devoted all his time to the farm?
A. Yes.

Cross-examination.

By Mr. Messano:

Q. Mrs. Cain, you say that Mr. Stander would hand you the money when he came there to make payment of the interest?

A. As far as I can remember, he did.

Q. When he would give you this money, in whose name would you make out the receipts?

A. Mrs. Krall's.

Q. Why would you do that?

A. Because my mother had been doing that before, before I became executor.

Q. And as far as you know, you don't know who owns the farm?

A. I do not.

Q. The only interest you had in the matter was in seeing that your interest was paid?

A. Yes, sir.

Q. And that it was paid punctually?

A. It was paid punctually at that time.

Q. Did Mr. Stander always pay this money?

A. I can't remember.

Q. You can't remember that?

A. I can't.

Q. Would you say that Mrs. Krall would often come there and make payments?

A. She used to come with him.

Q. Did she ever come there alone?

A. Not that I remember.

Q. Do you remember when your father died, Mrs. Cain?

A. A year this last June; the property was in my mother's name.

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

Direct examination.

By Mr. Bowers:

Q. Mr. Brady, were you in business in Manville, in the butcher business?

A. Yes.

Mr. Messano: I will admit he sold a one-half interest for a valuable consideration.

Mr. Bowers: I have two other facts I want to prove. He can corroborate Stander's story as to going on the farm and as to Mrs. Krall's trying to get them to become interested in the farm as partners and put up a certain amount of capital, and to corroborate Stander's testimony in that respect, that they knew that Mrs. Krall and he were on the farm as partners and trying to interest them in the farm. I also have other witnesses to corroborate Mr. Stander with reference to his purchase of the horse and endorsement of certain notes, which came out in his own testimony.

Mr. Messano: Sure; the horses were purchased and put on the farm.

Mr. Bowers: I will rest my case under the circumstances.

COMPLAINANT RESTS.

FREDERICK A. MCCULLOUGH, a witness produced on behalf of the defendants, being duly sworn, testifies as follows:

Direct examination.

By Mr. Messano:

Q. Mr. McCullough, in 1921 you were a practicing attorney?
A. Yes.
Q. Practicing in Somerville, New Jersey?
A. Yes.
Q. And do you know Mike Stander and Sophie Krall, the parties in this suit?
A. Yes.
Q. Was there one of them a client of yours?
A. Yes, sir.

By the Court:

Q. Which one?
A. Both. At least I did business for them, with them both.

By Mr. Messano:

Q. In June, 1921, do you remember Mrs. Krall coming to you and asking you to examine title to a farm in Belle Mead?
A. I do.
Q. That farm was in Belle Mead, New Jersey?
A. Yes.
Q. Did she give you any kind of a document to guide you as to a description?

A. Yes.

Q. What did she give you?

A. She gave me a deed.

Q. Do you recall in whose name that particular deed was?

A. The deed was made out to Sophie Klass.

Q. I show you a deed and ask you if that is the deed she brought to your office?

A. She brought me this deed and wanted the property examined and a search made.

Q. Did you make a search?

A. I did, yes.

Q. And when were you ready to close title?

A. Well, I don't remember, sometime after—I think it was in September.

Q. Did you have any difficulty with the examination of the title?

A. Why there was—I don't remember whether there was a mortgage or judgment or something, or something had to be cleaned up in the title and held the matter up.

Q. When Mrs. Krall came to you with that deed, did you know she was married?

A. Yes, sir.

Q. Did you know she was having difficulty with her husband?

A. She had told me that and I knew it.

Q. You knew that?

A. I did.

Q. Do you know her maiden name?

A. Only from what she told me.

Q. What did she tell you?

A. Klass.

Q. Did you give her any advice as to that deed?

A. She brought this deed to me and I asked her why it was made out to Sophie Klass and she then told me that was her maiden name and she said

that she had bought that property off Mr. Ross and had title made in her maiden name thinking she could hold title that way.

Q. What did you say?

A. And I told her that I didn't think it would be well for her to hold title in her maiden name because she wanted to avoid any difficulty with her husband and as a matter of fact she didn't want her husband to have any interest in this property, that was the real thing.

Q. That she didn't want him to have an interest in it?

A. Yes.

Q. Do you know what the terms of the sale were?

A. I don't remember.

Q. Do you know whether or not a purchase money mortgage was to be given back to Ross?

A. There was a mortgage to be given back. That was one of the reasons why I told her she would probably have to have her husband sign that mortgage.

Q. Title was closed September 8, 1921?

A. Sometime in September, I don't remember.

The Court: Is that admitted?

Mr. Bowers: Yes, I will admit the documents passed as shown on the face of the documents.

Q. That deed which you have in your hand was never recorded?

A. No, it was never recorded.

Q. Why wasn't it?

A. It was never executed.

Q. Why not?

A. I believe it was taken back and a new deed

executed, and the seals and the names of the grantors torn off this deed, because they had decided to make a new deed from Ross to Stander, or to someone to hold for Mr. Krall, to hold title to it.

Q. Was it under your advice that Mrs. Krall took title to this farm in the name of a third person?

A. Yes, sir.

Q. As far as you know who put up the money for this farm, that is, the $2,000.00?

A. Mrs. Krall.

Q. Was that money paid in cash or by check, do you recall?

A. I don't remember whether it was paid—the title passed in Mr. Griggs' office, that is, the deed from Ross to Mike Stander.

Q. Whose office?

A. Mr. Griggs.

Q. Where is that?

A. In the Somerville Trust Company.

Q. Who was present at the closing of title?

A. Mr. Griggs was there. I don't remember whether Mr. Herr, his partner, was there or not, and Mr. Stander and Mrs. Krall and myself.

Q. Anybody else?

A. I don't think there was anyone else. I don't think Mr. Towland was there. I don't remember.

Q. Up until September 8th, 1921, had you spoken to Mr. Stander about taking title in his name?

A. I don't know whether it was before that deed —yes, I had.

Q. You had?

A. Yes.

Q. What did you tell him?

A. The way it came about was this—Mrs. Krall —I asked Mrs. Krall if she had anyone whom she could trust to take the title and hold for her and she said she didn't know first and then she said she could

get Mike Stander and she thought to do it she would get Mike Stander. I was under the impression at that time that it was some relative. I don't know whether he is or not anyway. Mr. Griggs knew about this Mike Stander taking title because I remember at the time it was closed, when the deed was made out to Mike Stander that Mr. Griggs said to them ——

Mr. Bowers: That is objected to.

Q. Was Mike Stander present?
A. We were all there.

The Court: The objection is overruled.

Q. You were all there?
A. We were all there ad I remember Mr. Griggs saying that Mrs. Krall wanted Mike Stander to take the property in his name and he said to her— he said to him, "Is it agreeable to you to do it," and Mike Stander said that it was. I remember saying to Mike, I said, "Now, Mrs. Krall trusts you to hold this title for her," and I said, "Mike, there is no danger of your running away, is there?" and he said, "No." That was all and the deed was drawn up. I think Mrs. Krall gave it to me to record, I'm not sure. Anyway I remember after the deed was in fact recorded that I received it from the county clerk's office with some other deeds and I don't know whether I wrote Mrs. Krall or telephoned her. Anyway, I got word to her that the deed was ready because they had had an understanding at the time that Mike was to transfer the property over to Mrs. Krall to hold for her protection. Mr. Griggs understood that, I understood

it and I think that there was no question but what the other parties there understood it.

By the Court:

Q. Mike was to transfer the property to Mrs. Krall to hold for her protection?

A. Yes, sir, transfer the deed to Mrs. Krall and she was going to keep that deed off record.

Q. Do you mean by that that he was to execute a deed of conveyance to her?

A. Yes, sir.

Q. He was to execute a deed of conveyance to her?

A. Yes.

Q. That is rather a different thing from what you said?

A. That is what I mean, your Honor. That he was to transfer the deed to her.

Q. The transfer of a property is a transfer by deed?

A. Yes, that is what he was to do, convey it to her.

Q. You are sure of that?

A. Yes.

By Mr. Messnano:

Q. When was this last deed of conveyance drawn up and executed?

A. Well, it may have been three weeks after, I don't remember, soon after it was recorded, I think. Soon after I got it back from the clerk's office.

Q. Here is a deed marked C17, dated November 26, 1921, Krall to Stander, is that the deed which was executed.

The Court: You mean from Stander to Krall?

Mr. Messano: Yes, from Stander to Krall.

Q. Is that the deed?
A. This is the deed.
Q. At the time that this deed was prepared and executed, did you read it over to Mr. Stander and explain the contents of the deed to him?
A. I did.
Q. You are sure you explained it?
A. Yes.
Q. Did you tell him why it was necessary for him to sign that deed?
A. Yes.
Q. And did Mr. Stander understand what you said?
A. He certainly did.
Q. He did?
A. He did.
Q. Did he sign it of his own free will?
A. Absolutely.
Q. There was no coertion or influence of any kind?
A. None at all.
Q. None whatever?
A. No, sir, he was perfectly willing to sign it. As a matter of fact there was no question raised at all why he shouldn't sign it or why he should sign it.
Q. How long have you known Mike Stander?
A. Some time.
Q. How long?
A. I knew him from the time they first came to Manville. I knew them when they were in the butcher business there. I don't know whether I knew them before that or not.
Q. When this last deed was signed, who was in your office?

A. Mrs. Krall, myself, Mike and my son, I don't remember anyone else.

Q. At that time was there any talk about a partnership?

A. No.

Q. Nothing said about that?

A. None whatever.

Q. Did you ever tell Mike that that deed was a deed conveying half-interest in the farm to Mrs. Krall?

A. I did not.

Cross-examination.

By Mr. Bowers:

Q. Mr. Stander had been coming to your office on and off for some time, hadn't he, Mr. McCullough?

A. Yes.

Q. And you represented both Mrs. Krall and Mr. Stander in various transactions over a period of some years, did you not?

A. I represented them, I think, in the butcher business sometimes; they bought some property or had some dealings with some woman by the name of Fannie Heintz. I represented them, I think, in that and some other little matters.

Q. You were their attorney?

A. I represented them that way.

Q. What were their respective interests in the butcher transfer, if you can remember?

A. I really don't know. I understand they were partners, just what interest they had I don't know.

Q. You knew they were partners?

A. I understood they were.

Q. In the butcher business?

A. Only what I gathered.
Q. Don't you know?

The Court: He believed it; he understood it.

Q. How long were they engaged in the butcher business in Manville?
A. I don't know whether it was a year or not—not any longer than that.
Q. After they sold the butcher business or—do you know they sold their butcher business to Chernochowski?
A. I know they sold it, to whom, I don't know.
Q. You do know they sold it?
A. Yes.
Q. Did that transaction take place at your office? The transfer from Stander and Krall to Chernochowski?
A. George Chernochowski.
Q. George Chernochowski?
A. I don't know whether it did or not, Mr. Bowers.
Q. You don't remember that?
A. There was a lease drawn, I don't remember.
Q. As a matter of fact that transaction did pass at your office, did it not?
A. It did.
Q. Did it?
A. It may be, I won't be certain.
Q. You said so?
A. I won't be certain.
Q. And you heard Mr. Stander's testimony on that this morning that a check was given which was no good?
A. Yes.
Q. One of those checks was issued by yourself?
A. Not in reference to the butcher business.

Q. What was it?
A. That was another property, I think.
Q. You mean real estate?
A. I think so.
Q. What piece of real estate was that, if you can tell me?
A. That was a property that was bought of some people ——
Q. Winehoffer?
A. Winehoffer.
Q. A six acre tract that they owned together?
A. I think so.
Q. That was the piece?
A. Yes.
Q. They were partners in that deal?
A. They held title together.
Q. Who put up the money for the purchase of it?
A. I don't know.
Q. Did they both come to your office in respect to that transaction?
A. Yes.
Q. Both of them?
A. Yes.
Q. Did you prepare the deed from Stander and Krall to the Winehoffers?
A. I did.
Q. Did you join in that deed of conveyance, Mr. Krall, the husband of Sophie Krall?
A. I don't know.
Q. You don't know?
A. No.
Q. How much money was received or passed on that deed?
A. I don't remember that, Mr. Bowers, there was some money.
Q. Some money passed?
A. Yes.

Q. Did all the money go to Mrs. Krall or part to her and part to him?

A. It was all to go to Mrs. Krall, I think.

Q. How do you know that?

A. I don't know it absolutely.

Q. You don't know how they divided the money up between themselves, do you?

A. No.

Q. You know nothing about that?

A. No.

Q. And you don't know but what there might have been talk of a partnership between the two outside of your office?

A. There might have been outside of my office.

Q. They always came to your office jointly interested?

A. They came often together. Mrs. Krall came oftener than Mike.

Q. You knew Mr. Stander had some other interests besides a dummy ——

A. This property?

Q. Or other property?

A. In the Winehoffer property I knew they held title jointly, whether they were partners, I don't know.

Q. Who drew that deed?

A. I don't know.

Q. You drew the deed of conveyance from Stander and Krall to Winehoffer, did you not?

A. I probably did.

Q. You did, didn't you?

A. Probably I did.

Q. You don't remember, however, about the distribution of the money?

A. I don't know to whom it went, no.

Q. You say the title closed on September 8th, 1921, that is the title from Ross to Stander?

A. About that time.

Q. It was that time, wasn't it?

A. I think that is the date.

Q. And that you had suggested Stander's taking title for Mrs. Krall, is that right?

A. Yes, I didn't suggest he take title, it was Mrs. Krall's suggestion that he take title. I suggested she have someone hold the title for her.

Q. Whom she had confidence in?

A. Yes.

Q. Do you remember at that time that she told you at that time that Stander was some relation of hers?

A. I don't know how I got that impression.

Q. She led you to believe that?

A. I won't say it was she who led me to believe it. I was under the impression that they were related.

Q. She was willing, however, to have Mike Stander take full title to the property?

A. Yes, with the understanding that she would be protected in some way.

Q. That was September 8th, when the deed was delivered, wasn't it, at Mr. Griggs' office—by the way, he is dead, is he not?

A. Yes.

Q. Mr. Griggs is dead?

A. Yes.

Q. You say Stander was to make some provision to protect her?

A. Yes.

Q. Why wasn't that attended to on the day she transferred—on the day of the transfer?

A. I don't know.

Q. How long did it run along—how much time elapsed before some means was taken to protect Mrs. Krall?

A. It may have been a month and it may have been five weeks.

Q. Title closed September 8th, 1921, and there appears to be a deed drawn from Stander to Krall on November 26, 1921, that is almost three months, two and a half months. Then you waited almost two and a half months or from September 8, 1921, to November 26, 1921, before a deed was drawn?

A. That is right.

Q. When was this deed from Stander to Krall drawn?

A. It was drawn the day that it shows, I don't know when?

Q. You don't know when it was?

A. No.

Q. Well, the date according to this deed which is marked in evidence C17 shows November 26, 1921?

A. Yes.

Q. That deed shows that date?

A. Yes.

Q. And that was almost two and a half months after the title had closed?

A. Yes.

Q. Stander appeared at your office with Mrs. Krall later?

A. Yes, he and Mrs. Krall.

Q. Did you write him to come in?

A. I don't know whether I wrote him or telephoned to Mrs. Krall.

Q. Wasn't there some talk prior to this time by them in your presence that they each were interested in the farm land?

A. Absolutely not, Mr. Bowers.

Q. Are you sure of that?

A. Yes.

Q. You heard Stander testify this morning that the only thing he signed in your office by way of pro-

tection for Mrs. Krall's interest, be it half interest or the whole interest, was the signature to a deed from Ross to him?

A. Yes.

Q. Did you tell him he was signing an acceptance of a deed from Ross to himself, signing an acceptance of a deed from Ross to himself?

A. No, I did not.

Q. When he executed this paper?

A. I did not.

Q. What did you tell him when he signed this paper?

A. I read the deed to him and explained to him what it was and asked him if he understood it and then when he said that he did, I asked him to sign it and I witnessed his signature and took his acknowledgment.

Q. To whom was the deed delivered?

A. I recorded the deed, I think.

Q. You recorded it?

A. I think I did.

Q. When did you record it?

A. This present deed, that was delivered to Mrs. Krall.

Q. Why?

A. Because it belonged to her.

Q. Why wasn't it recorded?

A. For the reason that she was having trouble with her husband and didn't want title in herself to be known as a matter of record.

Q. So she took the deed?

A. She took the deed.

Q. Were your fees paid for your work in connection with this?

A. I presume they were.

Q. Do you remember anything particular about it?

A. No, I don't.

Q. You don't remember who paid you or how much?

A. Mrs. Krall always paid me.

Q. How much did she pay you for this particular job?

A. I don't know, not over twenty-five dollars, it may have been thirty-five, I don't know. I made the search for her and drew the deed.

Q. You testified that the deed was never executed?

A. The deed was not executed.

Q. Why not?

A. Well, as I said, I believe it was taken back and a new deed executed and the seals and the names of the grantors torn off this deed because they had decided to make a new deed from Ross to Stander or to someone to hold for Mrs. Krall, to hold title to it.

Q. You testified that $2,000.00 was produced as the cash due on the agreement between Ross and Stander and Krall?

A. Who testified?

Q. You testified to that?

A. No.

Q. You said that Mrs. Krall put up $2,000.00 on the deal.

A. I didn't say that.

Q. You didn't testify to that?

A. No, I don't remember how much money actually she did put up.

Q. The title passed in Mr. Griggs' office?

A. Yes.

Q. You said that?

A. The title did pass in Mr. Griggs' office, how much money, however she produced, I don't remember.

Q. You stated in your direct examination that it was $2,000.00. Do you know where she got that money from?

A. I don't know. I know she was working, where she got it, I don't know.

Q. You don't know but what half of it was Mr. Stander's?

A. I don't know where it came from. I assume it was hers because she was always the person to have the money.

Q. How was it that this deed from Stander to Krall came to be drawn—did Mrs. Krall say something to you about it?

A. You mean ——

Q. November 26, 1921, two and a half months almost, after the title was closed?

A. Well, I don't remember whether Mrs. Krall came in November and asked me then to draw it or not.

Q. How did it come to be drawn, did you remember it or did Mrs. Krall say something to you about it?

A. I am saying that I don't remember whether Mrs. Krall came in November and asked me then to draw it or whether I remembered what they had talked about and notified them. I think that was the way of it. I think I notified them that the deed was ready and for them to come and execute it.

Q. This deed wasn't drawn on September 8th, was it, and dated ahead?

A. I don't think so.

Q. Are you quite sure of that?

A. Quite sure, I think it was after. I think it was after it came back from the clerk's office.

Q. You don't know anything about the recording of this deed?

A. No.

Q. Which shows to be recorded November 23, 1926?

A. No, I don't know.

Q. Nothing at all about that?
A. No.
Q. Did you advise Mrs. Krall as to the length of time she was to hold the deed off the record?
A. No.
Q. You didn't advise her about that?
A. No.
Q. Didn't you say anything to her about it?
A. I did not.
Q. You stand convicted, don't you, Mr. McCullough?
A. Yes.
Q. For what crime?
A. Forgery and embezzlement.

Mr. Messano: That is objected to.

The Court: The objection is overruled.

Re-direct examination.

By Mr. Messano:

Q. There has been some talk about the six acre farm. I show you a check dated August 4th, 1923, signed by you in the sum of $590. Refresh your memory as to whom that money was paid?
A. It was paid to Sophie Krall, the check was made out to her.

Re-cross examination.

By Mr. Bowers:

Q. Was this check ever paid, Mr. McCullough?
A. I don't think so.

Mr. Messano: I offer that in evidence.

(Said check, made by Frederick A. McCullough to Sophie Krall, dated August 4, 1923, in the sum of $590 at the First National Bank, Dunellen, New Jersey, is marked Exhibit D3.)

FLORENCE PISTACCHIO, a witness produced on behalf of the defendants, being duly sworn, testifies as follows:

Direct examination.

By Mr. Messano:

Q. Where do you live?
A. Somerville, New Jersey.
Q. In November, 1921, were you in the employ of Mr. McCullough?
A. I was.
Q. In what capacity?
A. Stenographer.
Q. You were his stenographer?
A. Yes, sir.
Q. Do you recall, or do you know Mike Stander and Sophie Krall?
A. I do
Q. The parties in this suit?
A. I do.
Q. You have known them for how long?
A. Ever since they first came to Mr. McCullough's for advice.
Q. Do you remember—I show you a deed marked C17 and ask you if you remember preparing or drawing that deed?

A. I do.

Q. At whose request was this deed drawn?

A. At Mr. McCullough's request on the part of his client.

Q. Do you recall Mike Stander and Sophie Krall calling at your office on this day?

A. Which day?

Q. Just a minute, November 26, 1921.

A. At the time the deed was drawn?

Q. Yes?

A. Yes, I do.

Q. Who else was present at the time this deed was drawn?

A. Well, Mrs. Krall, Mr. Stander, Mr. McCullough and myself.

Q. After you drew the deed you handed it to whom?

A. Mr. McCullough.

Q. Were you in the same room with Mr. McCullough and his clients or were you in an adjoining room?

A. No, I was in the same room.

Q. Same room they were in?

A. Yes.

Q. Do you know whether or not this deed was read and explained to Mr. Stander?

A. It was, that was always the custom, he read it.

Q. Who read the documents?

A. Mr. McCullough.

Q. Did you hear him explain it to him?

A. I did.

Q. You heard it explained?

A. Yes, I did.

Q. Did Mike Stander raise any objection?

A. None that I know of.

Q. Can you tell us just what the conversation was on this particular day?

A. As far as I recall they came in to—Mr. Stander came in with Mrs. Krall to sign the deed and Mr. McCullough explained the contents of the deed to him and told him it was a deed drawn from himself to Mrs. Krall and that he would sign it without any fear or threats and he said he would and he did sign it.

Q. And from the conversation had there, who owned the farm?

A. Mrs. Krall owned the farm.

Q. Did Mrs. Krall say anything that day?

A. Nothing out of the ordinary that I recall.

Q. Did anybody in the office force Mr. Stander to sign this deed?

A. No, sir.

Q. Did anybody exercise any undue influence over him?

A. No, sir.

Q. Did he sign it of his own free will?

A. He signed it. I recall perfectly well, Stander stood in front of Mr. McCullough's desk and he signed the deed willingly without any threats.

Q. How long did it take Mike to sign his name?

A. About a minute, maybe not that long.

Cross-examination.

By Mr. Bowers:

Q. Will you just describe Mr. McCullough's suite of offices to me—how many rooms, two or one?

A. Two.

Q. You occupied the outside room, didn't you?

A. Yes, sir.

Q. Could you see from your desk to Mr. McCullough's desk?

A. No. he had his private room.
Q. Were there doors on ——
A. I was in Mr. McCullough's office at the time.
Q. Could you see from your desk ——
A. I was in Mr. McCullough's office at that time.

By the Court:

Q. Answer the question. Counsel asked you whether you could see from your desk to Mr. McCullough's desk.

A. Not unless I turned around and looked.

By Mr. Bowers:

Q. Was it the custom in his office to have you always present during the time the title was passed or documents signed?

A. Not always, but this wasn't very private—nothing very private about it and when the deed was finished I brought it in to them, when I finished it.

Q. How many times between September 8, 1921, and November 26, 1921, did Mrs. Krall and Mr. Stander call at the office to consult Mr. McCullough?

A. I can't say. I do remember Mrs. Krall used to come in occasionally and he used to drive her down but she is the one he really did business with.

Q. Didn't Stander come in the office and talk with Mr. McCullough at the time Mrs. Krall was with him?

A. He was with her.
Q. Didn't he talk about that?
A. No.
Q. He wouldn't talk?
A. No.
Q. Were you in there?

A. I could tell.

Q. Was the door closed or open?

A. The door wasn't always closed.

Q. Stander, as a rule, went inside to Mr. McCullough's private office, didn't he?

A. Yes.

Q. At times when Mrs. Krall was discussing business with Mr. McCullough?

A. Yes.

Q. And he seemed to have somewhat of an interest in what was going on?

A. I can't say he had much interest, no.

Q. If he didn't have some he wouldn't have been admitted to the office, would he?

A. You might say he was her right-hand man.

The Court: I don't think this is worth while. Mr. McCullough said he had a a one-half interest in the butcher business and the six acre tract.

Q. All you did was to follow instructions about the preparation of this deed?

A. Mr. McCullough explained the drawing of the deed, which I did.

Q. Did you at any time hear Mr. McCullough say to Mr. Stander that he was signing a deed from Mr. Ross to himself?

A. No, sir.

Q. Sure?

A. Yes.

Q. You didn't hear that at all?

A. No, sir.

By the Court:

Q. I understood you to say, Miss Pistacchio, that

you were present in the private office when this deed was signed?

A. Yes, sir.

Q. And that you heard Mr. McCullough read the deed over to Mr. Stander?

A. Yes, sir.

Q. And you heard him explain to him what it was?

A. Yes.

Q. And you heard him ask Mr. Stander if he signed it without any fear or threats?

A. Yes, sir.

Q. You are sure about that?

A. I am.

Q. You are sure that Mr. McCullough asked him if he signed it without any fear or threats?

A. Yes, sir, I am.

Q. Did you ever hear Mr. McCullough ask any other men that question?

A. As far as I know that was always customary.

Q. I didn't ask you that.

A. No, I didn't.

Q. Why, you just said it was always customary? Don't you know whether you ever heard Mr. McCullough ask any other man that question?

A. You mean ——

Q. I mean, did you ever hear Mr. McCullough ask any other man whether he signed the deed without fear or threats?

A. Well, in signing a deed, they do in signing a deed, yes, sir.

Q. I didn't ask you that. I asked you if you ever heard Mr. McCullough ask any other man that signed a deed, that question?

A. I have, yes.

Q. How many?

A. I don't know how many clients but he asked them.

Q. Do you know why he did it?
A. It was the custom, I believe.
Q. Whose custom?
A. An attorney's.
Q. What makes you think that?
A. I have always heard him ask that question.
Q. And you have heard other attorneys ask that same question?
A. Yes, sir.

By Mr. Bowers:

Q. Are you a notary public?
A. Not now.
Q. Were you at that time, in 1921?
A. I don't recall whether I was or not.
Q. When were you a notary public, from what time to what time?
A. I can't recall.
Q. When were you commissioned a notary public?
A. I don't know.
Q. In this state?
A. I have no idea.
Q. Have you ever been a notary public in the State of New Jersey?
A. I don't remember.

Re-direct examination.

By Mr. Messano:

Q. Did you ever take affidavits or acknowledgments as a notary public?
A. Not if I wasn't commissioned as a notary public.

Q. Were you ever commissioned as a notary public?

A. I don't think I was.

HENNING HANSEN, a witness produced on behalf of the defendants, being duly sworn, testified as follows:

Direct examination.

By Mr. Messano:

Q. Mr. Hansen, where do you live?
A. Belle Mead.
Q. How far away from the farm in question?
A. About two hundred yards, I think.
Q. Do you know the parties in this suit, Mike Stander and Sophie Krall?
A. Yes, sir.
Q. How long have you known them?
A. Since in May, 1921.
Q. Do you know who owned that farm in 1921?
A. I am sorry I don't. I'll tell you who ——
Q. Do you know who owns the farm?
A. No.
Q. Did you ever have a talk with Mike Stander as to the ownership of that farm?
A. No, I was trying to find out on account of my line fence because he was a nasty neighbor.
Q. As far as you know did Mike Stander own the farm?
The Court: Strike it out.

Q. How long have you lived two hundred yards from this farm?

A. It will be twenty-five years in March.

Q. Did you ever speak to Mike or Mrs. Krall?

A. Not to Mike.

Q. Did you to Mrs. Krall?

A. To Mrs. Krall.

Q. You spoke to Mrs. Krall?

A. Yes, sir, I spoke to Mrs. Krall.

Q. Did you ever speak to them about the ownership of the farm?

A. Yes.

Q. What did either of them say, if anything?

A. I asked them to put a fence up and he said he didn't own the place and my lawyer sent a letter to Mrs. Krall and she denies she got that letter, because I wanted a line fence to protect my property as well as theirs.

Q. When was it that Mike admitted he was not the owner, do you remember?

A. I think three years ago, I ain't quite sure, but my lawyer wrote two letters to them.

Cross-examination.

By Mr. Bowers:

Q. You say your lawyer wrote a letter to Mrs. Krall and she denied she ever owned the farm?

A. No, you are mistaken.

Q. What did you say?

A. I say he wrote a letter to Mike Stander about the fence. He was the one who licked me, too.

Q. Who licked you?

A. Mike.

Q. I understood you to say your lawyer communicated or wrote a letter to Mrs. Krall?

A. Yes, after.
Q. What did she say in reply to that letter?
A. She claims she never got that letter.
Q. She said she never got it?
A. Yes.
Q. What did she say about the ownership of the farm?
A. She says she is willing to put a fence up.

SOPHIE KRALL, the above-named defendant, being duly sworn, testifies as follows:

Direct examination.

By Mr. Messano:

Q. Where do you like, Mrs. Krall?
A. I live in New York.
Q. Do you know Mike Stander?
A. Yes.
Q. How long have you known him?
A. I know him about sixteen years.
Q. Where did you first meet him?
A. He comes to my house in New York with my brother-in-law first.
Q. For what purpose?
A. To rent a room, if I could give him board.
Q. For how long a time did he board with you?
A. He boarded with me in Jersey—about six years in New York.
Q. When did you move to Belle Mead or Manville, rather?
A. 1919.
Q. To Manville?

A. To Manville in 1919.

Q. What caused you to move to Manville?

A. My husband bought a butcher shop there.

Q. How much did your husband pay for the butcher shop, do you know?

A. I give him fifteen hundred dollars when he went to buy it.

Q. You gave it to him?

A. Yes.

Q. Of your own money?

A. Of my own money.

Q. Of whom did he buy this butcher shop, do you know?

A. There was three partners, I don't know just what name, three partners and he pay out Maserick, somebody, I don't know who was the owner of the building.

Q. Well, while you were in Manville with your husband, was Mike there, too?

A. Mike moved with me, my husband was there a couple of months himself and I was living in New York working and when I moved in November, 1919, and Mike moved with me.

Q. How much a week was Mike getting?

A. $20.

Q. How much a week were you getting in New York?

A. I got $30 where I worked.

Q. How long after that was it that your husband left you?

A. He left me in 1920, March, 1920.

Q. How long after that date did Brady sell his interests to Mike?

A. The same day when my husband went, they went together.

Q. Do you know how much money Mike paid Mr. Brady?

A. He didn't pay him much, he paid him something.

Q. Do you know how much?

A. It was something over a hundred dollars.

Q. Were you present when Brady sold his interest to Mike?

A. Yes, we were all upstairs.

Q. What conversation was had?

A. We couldn't agree with my husband and Mr. Brady, not supposed to do the work as Mike and Mr. Brady and my husband were all against me. We never could agree together. Mr. Brady always tried to cheat me out. We never agreed together so they brought a car and took away my husband, left with Brady together and that was half interest to Mike Stander.

Q. At the time that your husband and Brady left, do you know if there were any debts on the butcher shop?

A. Yes, sir, plenty debts, over $2,000 debts.

Mr. Bowers: There is no conflict on that. We admit that.

Q. Who paid these debts?

A. I did.

Q. You paid the debts?

A. Yes, sir.

Q. Where did you get the money?

A. I pulled the money out of the bank and sold

Q. What bank did you get the money out of?

A. The German Second Bank.

Q. How much?

A. I pulled out of that bank in 1920, $500 and I had $485 when my husband left with Brady. I had

that money when I moved from New York. I took $1,100 out when I moved so I hold that money.

Q. Why did you pay off these debts?

A. I paid off a thousand dollars to Mrs. Haines on the house.

Q. Why did you pay them?

A. He had no money. When he took the title there was debts he wouldn't exchange in the butcher shop, and whatever we sold was on the books. It was all credit. Everybody was taking books.

Q. While you and Mike were operating this butcher shop, how much were your net receipts a week, on the average?

A. On the average a day's income?

Q. By the week?

A. About thirty-five, twenty-eight, twenty-five a day, from Saturday to Saturday we couldn't pay the butcher's bills. Many times we owed it from week to week. We couldn't get it together.

Q. Did Mike ever pay any of these debts, this $2,000?

A. No, Mike had no money. We couldn't make it come out of the butcher shop.

The Court: Just answer the question and don't talk so much.

Q. Later on you sold the shop, the butcher shop?

A. Yes.

Q. You sold that to whom?

A. Three partners.

Q. For how much?

A. $2200.

Q. $2200?

A. $2200.

Q. Did you get cash?

A. Two partners paid cash, $200 through the post-office and one partner give me a bad check.

Q. When was it you sold out the butcher shop?

A. 1921, May 24th, 1921.

Q. When was it you began negotiations to buy the farm?

A. After we sold the butcher shop.

Q. And how did you know that this farm was for sale?

A. We bought a little place from the butcher shop, a little six acre place. We used to go there Sunday afternoon on this little place.

By the Court:

Q. You and Stander bought it—do you mean you and Stander?

A. Stander and I bought this six acre place for $400, four hundred and twenty-five and then we used to go Sunday afternoon. Then we sold the butcher shop and there was my son and he wanted to go with us so I seen a sign on this big place for sale or rent and the address was on the big cherry tree on this big place——

By Mr. Messano:

Q. You say you bought this six acre farm?
A. Yes.
Q. With Mike?
A. With Mike in the butcher shop.
Q. How much cash did you put in?
A. $200 and the rest $25 a month.
Q. Who put the $200 up?
A. I put it up.

Q. Did Mike put up anything?

A. He had no money. If you want to explain but we go to this little place ——

The Court: No, just answer the question.

Q. Mike never put a penny in this small farm?

A. No, I went to New York and loaned this money because I liked this place and put a sign on the window and then said he give me a commission when I sell it and he said he get me a commission.

Q. If Mike didn't put up any money, why did you take the small farm in the two names?

A. This is all woods and we used lots of wood in the butcher's shop and we say we would use that land on account of the wood. You pay the money down and when we sell it we had this $600 down. We send the money back. I said, "All right, we enjoy this country and when we sell it the $200 will be first mine and the rest we would divide it, whatever the price would be when we sell it."

Q. You sold the small farm?

A. Yes.

Q. When?

A. 1923.

Q. How much did you get?

A. $500.

Q. Cash or check?

A. This party give their money to Mr. McCullough to hold it until the property was searched.

Q. Was the check ever made good?

A. Not so far.

Q. You saw the sign?

A. Yes.

Q. Where was the sign?

A. On the big cherry tree, on this big place where I own ——

Q. You saw the sign on the cherry tree?
A. Yes.
Q. What did you do about buying the farm?
A. So when we went home we liked that place, the place was closed and we went through, my son and another party was a laborer and I liked this place so I said, "I going to write to this party or call up on the telephone to make arrangements, maybe I could buy it or rent it." I went to the party on Monday morning and I spoke and I got him, that was Mr. Towland and he called up the other broker in New York which is dead now and say he got a party would be interested in so and so, if it is all right to go to New York with him.
Q. How soon after that did you place any money on this farm or enter into an agreement to buy it?
A. He called up this party and he says it is all right and Mr. Towland took me to New York.
Q. You went to New York with Mr. Towland?
A. Yes.
Q. To an office?
A. Yes.
Q. To whose office?
A. To that other broker's office and from there we went to Mr. Ross.
Q. To Mr. Ross' office?
A. After we went at the broker's office this day.
Q. Well, what happened at Mr. Ross' office?
A. Mr. Ross explained this is one Sophie Klass because I don't told him I am married, and they take me as Sophie Klass and we went to Mr. Ross and he said all right. The farm is $9,000 and he says all right. I told him I no got no more money, only $2,000, if he will give it to me, if not, I will rent it so he says, "I sell it to you and I take the mortgage."
Q. How much cash were you supposed to pay?

A. I suppose to put $2,000 down.
Q. How about the balance?
A. The balance on mortgage.
Q. Did you give him a deposit that day?
A. Not that day.
Q. Not at that time?
A. No.
Q. When did you first give him a deposit?
A. Then we went back. That was 1924, between the 21st and the last of May. I think that was June, the first when we went to Mr. Ross in the office and closed for the title, Sophie Klass.
Q. Whom do you mean by "we went"?
A. Mr. Towland and the other broker.
Q. You went to Mr. Ross' office?
A. Yes, sir, and closed up the title and I give him

Q. Well, this is the check which you gave him?
A. Yes, sir.
Q. Eleven hundred dollars?
A. Yes.
Q. Dated June 1st, 1921?
A. Yes.

Mr. Messano: I offer that in evidence.

Mr. Bowers: No objections.

(Said check is marked Exhibit D4.)

Q. How soon after that was the balance of $900 paid?
A. It wasn't paid until the deed was straightened up.

By the Court:

Q. When was that?
A. September 8th, it was the rest balance paid.

By Mr. Messano:

Q. You mean the check wasn't cashed until then?
A. Yes, I keep them the money and then we come back to Mr. McCullough after June first, the first or second, and I told him to search the property. I bought the property off Mr. Ross and I want the property be searched, and Mr. McCullough or what's his name, Towland was there, and I give him the $900.
Q. When was that?
A. June 3rd, I give it to Mr. Towland.
Q. I show you a check for $900 dated June 3d, 1921, is that the check?
A. That is the check to be held 'til the property goes through and be searched. So Mr. Towland ——

The Court: Wait and just answer the questions.

Mr. Messano: I offer that in evidence.

(Said check is marked Exhibit D5.)

Q. Where did you get the money?
A. I had the money.
Q. Where?
A. I had it back from New York.
Q. Had Mike given you any money to place on deposit in your name?
A. No, he never give me money because he had never money.

Q. All right, now when you were in Mr. Ross' office with Mr. Towland and the other broker, just what happened there?

A. Well, that happened, that they had the deed on Sophie Klass, June first.

Q. Is this the deed that was drawn at that time? (Showing witness paper.)

A. Yes, that is the deed, Sophie Klass.

Q. What did you do with this deed after they gave it to you?

A. With that deed I went to Mr. McCullough and had the property searched and Mr. McCullough told me to hold on to it because they have to attend to it. It is all different mortgages. Then the mortgage was paid ——

The Court: All right, that is all. Don't answer any more than the question that is asked you.

Mr. Messano: I offer it in evidence.

Mr. Bowers: I object to the deed from Ross to Klass being allowed to go in evidence because parts have been torn from it and it was never closed according to this witness as I understand her and from the evidence in the case it appears that the transaction was closed by a deed from Ross to Stander.

The Court: I will admit it.

(Said deed from G. Hilliard Ross and wife to Sophie Klass, dated June 1st, 1921, is marked Exhibit D6.)

Q. After that deed was handed to you, what did you do, Mrs. Krall?

A. Sophie Klass?
Q. Yes?
A. Left it in McCullough's office and he told me —so I asked him to search the property so he kept that deed there and he told me I don't advise you to record this thing and that's the way ——

The Court: Never mind. I have told you to simply answer the questions.

Q. While Mr. McCullough was examining the title to this property, did he ever come in touch with you?
A. I told him to do it.
Q. Did he?
A. He did.
Q. He got in touch with you?
A. Yes.
Q. Did you come to his office?
A. Yes, I was in his office.
Q. You were in Mr. McCullough's office?
A. Yes.
Q. What did he say to you, if anything?

The Court: About what?

Mr. Messano: I don't know, your Honor.

The Court: What do you want to show?

Mr. Messano: That while Mr. McCullough was attempting to clear this up he advised her that the property should be taken in the name of a third person, that she wanted to cut out her husband's right to curtesy.

The Court: He has testified to that.

Q. When it was suggested to you to take title to this property in the name of a third person, whom did you suggest?

A. The title was held by Mr. Ross, Lawyer Griggs and they asked me if I could trust anybody so that he could hold the deed which he have to give me a deed, that I am the owner and I couldn't record my deed to my husband because I don't want he should bother me. That is the way we do it and we have it recorded in his name.

Q. In whose name?

A. In Mike's name.

Q. Was Mike present?

A. He was in Griggs' office and Mr. Griggs told him all about it.

Q. Did he object to it?

A. No, he said could Mrs. Krall trust you with this. He said, "Sure, she was always nice to me and that way." He said, "Won't you run away?" He said, "No, not me."

Q. On November 2, 1921, were you at Mr. McCullough's office?

A. What?

Q. Oh, on November 26, 1921?

A. Yes, we came down together with Mike.

Q. Why did you go there?

A. When they closed up the title, September 8th, I give the deed to Ross to Mike that Mr. McCullough should record it and when it come back he shall call me up which he did. He recorded the deed and I was waiting until he got it and I told Mike the deed is back and we go to Somerville and make the title to me and we went there and we drew that deed from Stander to me in McCullough's office.

Q. That was in Mr. McCullough's office?

A. Yes.

Q. Did you hear Mr. McCullough read this deed to Mike?

A. Yes, I did.

Q. He read it?

A. Yes.

Q. And explained the deed to Mike?

A. Explained it to him.

Q. Did Mike understand it?

A. Yes.

Q. Did anybody force Mike to sign the deed?

A. No, sir.

Q. Do you know whether or not Mike reads English?

A. Yes, before we come to Jersey he always read English papers. On the farm every week he had special paper come to him. Some kind of society in English.

By the Court:

Q. Does he read it as well as you speak it?

A. He reads it every night, yes.

Q. That wouldn't be very well, would it, if he didn't read it any better than you speak it?

A. What?

By Mr. Messano:

Q. Who else was present on this day?

A. Mr. McCullough, Miss Florence, I and Mike.

Q. While you were operating this farm did you and Mike ever divide your profits?

A. How we could divide? He have nothing, before he come he have nothing.

Q. Who paid off the Ross mortgage?

A. I did.

Q. Where did you get the money?

A. I worked for it. I got $40 a week and I bring every cent home every Saturday.

Mr. Messano: It is admitted that Mrs. Krall on September 13th, 1923, paid $1,500 to G. Hilliard Ross; on March 11, 1923, Mrs. Krall paid $75.00 to G. Hilliard Ross; on September 8, 1923, Mrs. Krall paid $75.00 to G. Hilliard Ross; on September 14, 1923, she paid $1,500 to G. Hilliard Ross.

The Court: That is a duplication of the other payment, isn't it?

Mr. Messano: Yes, sir, that is right. I have a receipt here dated March 6, 1924, Mrs. Krall $30.00 for interest; one dated March 10, 1922, for $75.00 interest; another one for $30.00, dated March 6, 1926; and another dated September 6, 1924 ——

Does your Honor want me to go into the question of live stock? Isn't that a question of accounting?

The Court: If it is a question of values, yes. The only question I am interested in is whether these two people owned this farm and the live stock jointly, or not.

Q. This live stock that you heard Mike tell about on the stand to-day, was it bought with your money or his money?

A. It was bought with my money.

Q. All with your money?

A. Yes.

Q. Did you him cash or check?

A. It was all on notes, 1921 we had nothing yet; there was a fellow from Neshanic, he owed me some butcher shop money, and I was boarding children.

Q. In 1921 did you work on the farm?
A. 1921?
Q. Yes.
A. We moved, we had nothing; we started with children.
Q. Did you work on the farm?
A. With children, yes.
Q. What did Mike do?
A. He helped me around, washing the dishes and washing the floor, and ——
Q. Did you have any live stock?
A. Nothing.
Q. None at all?
A. No.
Q. Did you have any farm implements?
A. Nothing.
Q. You were on the farm?
A. Yes.
Q. In 1922, were you on the farm?
A. 1921 I was.

By the Court:

Q. Did you stay on the farm all winter; did you?
A. That winter I went to New York to work.

By Mr. Messano:

Q. How much were you making a week?
A. $40.00.
Q. What were you doing with the money?
A. Come home every Saturday and live at home.
Q. Were you living there with Mike?
A. I give it to Mike, and whatever he needs, buys potatoes, beans, bread, and give me the rest when I come back Saturday, which he did.

Q. In 1922, were you on the farm in the summer?
A. I come back in the spring, yes.
Q. What did you do?
A. I had the money. We bought 50 chickens, 2 cows and them horses on notes.
Q. Who paid for the live stock?
A. We got it on nine months' credit.
Q. You got it on credit?
A. Yes.
Q. It had to be paid for?
A. Yes.
Q. Who would pay for it?
A. I paid for it; I keep boarders and children, ten or twelve children growing up; that summer I was making money, and that is the way we pay off the notes.
Q. During the summers of the five years Mike was on the farm, did you work on the farm?
A. 1922 we was home.
Q. In 1923?
A. 1923 I was home working, cutting wood and everything.
Q. Who did most of the work on the farm?
A. On the 1922 and '23 I did all the plowing.
Q. In those years?
A. Yes.
Q. Mike was there?
A. Yes.
Q. What did Mike do?
A. Walking all around; his foot was sore, he couldn't walk very well; he was sick on his legs before we come to Jersey.
Q. Who worked the farm in 1925?
A. In 1924 and '25 my son did.
Q. Your son worked on the farm?
A. Yes.
Q. What did Mike do?

A. Walking around, being a little in the garden, and letting me do all the hard work.

Q. When did Mike leave the farm and get himself this job?

A. 1925.

Q. And from the time he got himself this job did he ever work on the farm?

A. No, sir, he didn't.

Q. Not since that time?

A. No.

Q. Would he sleep on the farm?

A. He sleep; come home and sleep there.

Q. In 1926, did you and Mike have any kind of a dispute?

A. Dispute?

Q. Yes, any trouble, any dispute?

A. Yes, we had arguments; that's when the arguments started.

Q. What was the argument?

A. What?

Q. You say you had an argument?

A. Yes.

Q. What was the argument?

A. After the Labor Day he comes down and he asked me, he said, "All right, you get a divorce and I will be nice to him," and everything else; he comes to my room; I chase him out; I say, "Nothing doing;" he wants to talk to me; he come in the daytime; that's what I say; I say, "Come in the day time;" the boarders was there and everything. He said, "You will be sorry for that;" he don't talk to me for three weeks. After the three weeks, Friday, he come home and we had a fight over the dog, a little poodle dog; and the dog started to run out, and he was looking for an argument; so one night he come home and said, "Where is the dog?" and Joe Guerra said, "You know where you find him; up to

the neighbor;'' and he went and called that dog and brought him in the kitchen and dragged him by the collar and choked him; and he said he shoot a gun, he said, ''I kill him.'' I said, ''You are not going to shoot the dog;'' he give me a push; he said, ''I shoot you like the dog; sorry I didn't shoot you long ago.'' Then I said, ''All right, we see.'' He followed me in the room, and I started to holler, and the boarders were upstairs, and they rushed down.

Q. Did Mike ever ask you to marry him?
A. Yes, that night; that was the first thing.
Q. He asked you to marry him?

Mr. Bowers: That is objected to; I don't think it is material.

The Court: I will permit it.

Q. Did he?
A. Yes.
Q. Did Mike ever ask you to marry him?
A. Yes, on September.

By the Court:

Q. In September?
A. On September.
Q. What September?
A. That September, after the Labor Day, 1926, when he comes to my room and he says ——
Q. Wait. That is all I asked you.

By Mr. Messano:

Q. When the butcher shop was sold and you got part of the money in cash and part by check, was that money divided between you and Mike?

A. That was my money; I lost some more, yet.

Q. Did you keep all that money?

A. Well, I had only from two partners, from the third partner I got a bad check.

Q. Did you keep that money?

A. Yes, I kept it because he told me to keep it.

Q. Who told you?

A. Mike; he know what money I had, what money I make; he said, "When you paid, it is your money is taken out first; whatever be left, you divide it." There was nothing left; I was still paying.

(Adjourned to Monday, November 7, 1927, at 10:30 A. M., at the State House.)

SECOND DAY.

Testimony taken in the above-entitled cause, at the State House, Trenton, New Jersey, on Monday, the seventh day of November, nineteen hundred and twenty-seven, at 10:30 o'clock A. M.

Before Hon. Malcolm G. Buchanan, Vice-Chancellor.

Appearances as heretofore noted.

Sophie Krall resumes the witness stand.

Direct examination (continued).

By Mr. Messano:

Q. When Mike lived with you in New York, Mrs. Krall, did he ever discuss his personal affairs with you?

Mr. Bowers: That is objected to.

The Court: She may answer.

A. No.
Q. Did he discuss his personal affairs with you?

Mr. Bowers: That is objected to; she has already answered.

A. No.
Q. When he lived with you in New York, do you

know whether he had any money in the bank or cash in the house?

A. No.

Q. You don't know?

A. Yes. No.

Q. Do you mean he didn't have?

A. No; he never had money; he always worked only a few times ——

The Court: Stop; wait. I warned you on the last hearing not to talk after you have answered the question. Now. Mrs. Krall, see if you can remember that.

Q. When you moved to Manville, he worked for your husband from October, 1919, to March, 1920?

A. Yes, sir.

Q. Mike did?

A. Yes.

Q. While he worked for your husband, did he save any money that you know of?

Mr. Bowers: Objected to.

The Court: She may answer.

A. He got $20.00; he used to go out——

By the Court:

Q. Did he save any money, as far as you know?
A. He had only a couple of dollars that I seen——
Q. Did he save any money, as far as you know?
A. A few dollars; he went out and——
Q. That is enough.

By Mr. Messano:

Q. You say, when Brady sold out the half interest to Mike, that there were about two thousand dollars' worth of debts on the butcher shop?

A. Yes.

Q. And he was to assume half?

A. Yes.

Q. How were these debts paid off?

The Court: That has been testified to.

Mr. Messano: I want to bring out that Mrs. Krall paid them.

The Court: She has already so testified.

Q. Do you remember one Oliver walking plow, one spike tooth harrow and one Osborne mower?

A. Yes.

Q. You remember those things?

A. Yes.

Q. Being on the farm?

A. Yes, sir.

Q. Do you know who bought those?

A. I bought them.

Q. I show you a receipt and ask you if that is the receipt you got when you paid for that stuff?

A. Yes, I paid for it.

Q. And that is the receipt you got at the time.

A. Yes, I paid.

Mr. Messano: I offer that in evidence.

(Said receipt, dated June 9, 1921, given by J. S. Covert to Mrs. Sophie Klass, is marked, "Exhibit D7.")

Q. Mrs. Krall, I have here various checks; they amount to fifteen or sixteen hundred dollars, covering a period from 1921 to 1926?

A. Yes.

Q. Can you explain what these checks are?

A. Those checks are what we had, everything; I don't know what I bought.

Q. One by one explain them. To whom was this check made out?

A. Staats.

Q. For what?

A. Feed.

Q. What is the next check?

A. The next for the Domestic Electric Company.

The Court: These checks are all for expenses in connection with the running of the farm, I suppose.

Mr. Messano: Yes, sir.

Mr. Bowers: (After examining checks.) I have no objection to the checks being offered.

The Court: Let them be received.

(Said checks, 30 in number, are marked, "Exhibit D8.")

Q. During the time that Mike was on the farm, what work did he do, if any, about the farm?

A. The work he do?

Q. Yes; what work did he do?

Mr. Bowers: I object to that; it has already been testified to by Mrs. Krall.

The Court: Objection sustained.

Q. While Mike was on the farm, did you have any other farm hand?

A. I have some kind of tramp in 1922, when I was cutting wood; I was over a year; he was willing to work with me and my kid when he come from school.

Q. Anybody since that?

A. Since that time I had nobody, because I leave for the city; I had Joe Guerra.

Q. While you were on the farm, what kind of work would you do?

Mr. Bowers: That is objected to as having been already testified to; she has testified to that.

The Court: Objection sustained.

Q. Did you pay any interest on the Pumyea mortgage within the last two or three months?

Mr. Bowers: Objected to.

The Court: Objection sustained.

Q. Did Mike ever buy any stock, or live stock, for the farm, and pay for it out of his own money?

A. He never did; he had no money.

Q. Well, he never did?

A. No.

Q. Who paid for it?

A. I did.

Q. Do you recall the time that there was a dispute over the poodle?

A. Yes.

Q. Did Joe Guerra threaten Mike?

A. Never did.

Mr. Bowers: That is objected to.

The Court: The objection is sustained.

Q. Did Joe Guerra have a gun in his hand?
A. No, sir.
Q. And he didn't threaten?
A. No.
Q. Did you at any time tell Lawyer Kline that you were only a one-half owner in the farm?
A. Mr. Kline saw the deed from Stander to me before I bring somebody there to explain everything; he knows all about it, Mr. Kline.

Mr. Bowers: I ask that the answer be struck from the record as not responsive.

The Court: That objection should not come from you; it is overruled.

Q. Did you ever tell Mr. Towland when the farm was purchased, that Mike was to be a half-owner?
A. Never did, and he knows well it was mine.
Q. You never did?
A. No.
Q. When you placed the deposit of $1100 on the farm, was a contract of sale drawn, or was a deed drawn?
A. Never was a contract; was a deed drawn.

Mr. Bowers: That is objected to; that has been gone into twice.

Cross-examination.

By Mr. Bowers:

Q. Mrs. Krall, during the time that Mike was on the farm with you, and during the time he was in

the butcher business with you, where did you bank the money made in the business and from the sale of produce from the farm?

A. We had no money in the bank.

Q. Where did you bank your money from 1921 down to the latter part of 1926?

Mr. Messano: Does counsel mean any money, or money got on the farm? I object to it.

The Court: Objection sustained.

Mr. Bowers: I will withdraw the question.

Q. Where did you bank the money you received from the butcher business while you were engaged in that business with Stander?

A. I had my money in the Second National Bank.

Q. Where?

A. Second National.

Q. Yes, but it was the Second National Bank of Somerville, New Jersey?

A. Yes.

Q. In a checking account or a saving account?

A. Yes.

Q. A checking account?

By the Court:

Q. You had your money there?

A. My money.

Q. Did you put the money you got from the butcher business in that same account?

A. That is the only money.

Q. Did you put the money you got from the butcher business in that account?

A. Yes.

By Mr. Bowers:

Q. That was part of Stander's money in that account?

A. It was not.

Q. He was a partner?

The Court: Well, that would be a legal conclusion.

Q. Did you bank anywhere else during that time?

A. No, sir.

Q. You just said a moment ago, that Stander had no money at all?

A. He had no money.

Q. Are you sure of that?

A. Yes.

Q. You kept money for him, didn't you?

A. The money was mine.

Q. You kept his money for him?

A. No; he had no money.

Q. Didn't he have a savings account in the 14th Street Saving Bank, New York City, where you had an account?

A. I don't know nothing about it.

Q. You told me he had no money?

A. No money.

Q. Do you know?

A. He had no money.

Q. He had money in the savings bank in New York on 14th Street, don't you know that?

A. I don't know.

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

A. He had no money.

Q. When you were engaged in the farming business on this farm in Belle Mead, you received moneys from milk and produce, didn't you?

A. When?

By the Court:

Q. Did you get money from it?

A. For one year we sent to the creamery and we received $18.00, the highest, every month.

By Mr. Bowers:

Q. What bank did you put the money in?

A. I don't put it in the bank.

Q. You used the Second National Bank account during that time, didn't you?

A. In 1921, we had nothing.

Q. What did you buy with your money in 1921?

A. All the money I had I put it on the place; I had nothing.

Q. All the money you had you put it on the place?

A. Yes, I put a deposit on the place.

Q. You didn't put a deposit on it after you got it?

A. I kept it.

Q. Didn't you pay any bills at all during the year, 1921?

A. I paid some for the plow and harrow, and I made it with the children.

Q. Isn't it so, that you kept all Stander's money in the Second National Bank account; it was the only account you had between you?

A. He had no money.

Q. Answer the question.

By the Court:

Q. Did you sell corn and oats and things from the farm while you were running the farm?

A. No, sir; the farm never brought me five dollars.

Q. I didn't ask you that.

A. Well.

Q. Did you sell any corn or oats, or wheat or anything raised on the farm?

A. No, sir.

Q. During all the time you had it?

A. No, sir.

Q. Did Mr. Stander sell any of it?

A. I know in 1925 he sold two loads of corn fodder and he kept the money.

Q. Did you raise anything on the farm?

A. Yes, a little corn and a little hay for those two horses and cow, and the chickens, which we used it ourselves.

Q. How big was the farm?

A. 75 acres.

Q. You just raised a little corn and a little hay for the two horses on a 75 acre farm?

A. Yes.

Q. And nothing else?

A. No.

Q. During all that five years?

A. Yes.

By Mr. Bowers:

Q. Look at these checks, please? (Showing witness checks.)

A. This money was ——

Q. Just a moment. These three payments were made for things you obtained for the farm during 1921; is that right?

A. A thousand dollars.

Q. Answer the question.

A. Yes.

Q. These bills were paid for things you used on the farm during 1921?

A. Yes.

Q. And they were drawn on the Second National Bank in Somerville?

A. Yes.

Q. Where you had your butcher account prior to that?

A. Yes.

Q. And some of Stander's money was in that butcher's account?

A. I have had no money in the bank when we had the butcher shop.

Q. You said you did?

A. When I started, after when I sold the butcher shop.

Q. Where are the checks for the payment for things used on the farm during 1922?

A. I paid some with cash and some with checks.

Q. Where are the checks?

A. I pay mostly cash.

Q. Where are the checks?

A. The notes I pay mostly cash, and I make the money.

Q. Where are the checks for the payment of bills for 1924?

A. 1924?

Q. Yes, and the receipts also?

A. I don't pay them.

Q. You ran the farm in 1922 and 1924, didn't you?

A. Then I went to the city to work; I pay cash.

Q. You paid everything that was paid there. Where are the receipts and checks for the things you bought for the farm in 1922 and 1924 and 1925 and 1926?

A. It was paid in notes, and we paid the notes; the bank took them when we paid the notes.

Q. Was it all paid with notes?

A. All paid on notes.

Q. You got nine months' credit or twelve months' credit, and the bank kept the notes?

A. We got credit.

Q. If you paid those bills, which you gave notes for, where are the paid ——

A. Either the bank ——

Q. Just a minute. Where are the paid notes?

A. Either the bank kept them, or we give it on installments.

Q. After you paid the notes, didn't you get them back from the bank as a receipt?

A. If I get it back I don't know.

Q. Just glance through those checks and look at the dates on them particularly.

A. Yes, 1923.

Q. Most of those checks are for payments made in 1923, aren't they?

A. Yes, 1923 and 1924.

Q. How many are 1924?

A. This is all 1923 and '24, all what I paid out.

Q. All on the Second National Bank in Somerville; is that correct?

A. Yes.

Q. All of them are on that bank?

A. Yes.

Q. Just look through these checks, and you will find all of them are dated at different times in 1923, and there are three checks here, one October 22, 1924, and two dated during the year, 1926; where are the rest of the checks and the vouchers for payments made by you on the farm in 1924, '25 and '26?

A. We don't want nothing, because we wasn't farming; I was working in the city then.

Q. You had stock on the farm during those years?

A. Those two horses and two cows what I sold, and a couple of chickens; that's all we had.

Q. Mr. Stander was out on the farm during that period of time, wasn't he?

A. I asked him what he produced and what he sell.

Q. Taking care of the crops and stock; is that so?

A. Ask him what he produced.

Q. You answer my question.

A. Yes, sir.

Q. Isn't it so that Stander used to work there until late in the night?

A. Up and down.

Q. Taking care of the stock and crops; isn't that so?

A. My son did that, and Mike hit him for it.

Q. How was it your son came to leave the farm?

A. He took him.

By the Court:

Q. Answer the question.

A. Mike took him away.

By Mr. Bowers:

Q. When did Mike take him away?

A. 1926.

Q. Isn't it so that you beat him and he left the farm?

A. I don't beat him.

Q. You did beat him, didn't you?

A. I don't beat him, and Mike took him away and told him he should not work for me; I am a bum, I am no good; he should leave me because he never going to have nothing off me; and he give him the money and took him away during the night.

Q. He took him away because you beat him?

A. I don't beat him, he beat him. The kid said, "He let me do all the work and he beat me."

Q. How did you build the buildings, the chicken house and the corn crib; who built it?

A. I did.

Q. Who painted it?

A. I did.

Q. Isn't it so that Mike Stander built them and painted them?

A. One chicken coop he put up, and covered the roof; my son worked on it and I did.

Q. You were working in the city?

A. Not the buildings, was only painted last year, and I stayed home and I paint them all.

Q. Now, about the plow and harrow, and the mower which were purchased from Mr. Covery; who went over there and got those pieces of machinery?

A. I went over with Mr. Towland the first year.

Q. Who got the delivery slip or the sales slip, from Mr. Covert's place of business?

A. I did, and when I finished the last payment I had the bill.

Q. Who got the sales slip when the machines were delivered, Mrs. Krall?

A. I had one in the drawer; I don't know; I burned up so many papers when I left the farm, I don't know; because there was everything paid.

Q. You saw that little yellow ticket that I produced in court last Thursday from Mr. Covert's place of business, made out to Sophie Krall and Mike Stander for the harrow and plow and the mower?

A. It was made to Sophie Klass.

Q. It was not. So that both Stander and yourself went over there and arranged for the purchase of these articles?

A. I and Mr. Towland went over.

Q. And Mike Stander?

A. No.

Q. Mr. Stander went over, too?

A. He wasn't there; Towland brought me over, because Towland got me and told me, "Here is the party," so and so. You could buy it; and Mr. Towland had me all over Sophie Klass name.

Q. And you paid for those things with the money—there is a sales slip, "C13," which was made out in both names; how was it made in both names, if he had no interest in it?

A. It wasn't a slip like this; maybe he went there later.

Mr. Bowers: I ask that that be struck out.

A. All right; he never did that.

Q. The machines were paid for by the money belonging to you and Mr. Stander, weren't they?

A. He had no money; that was mine.

Q. All the money you made on the farm was yours?

A. I made no money on the farm; I made it in the city.

Q. Did you pay him a salary?

A. He wanted a home because I supported him for two years in New York; he couldn't walk; he wants a home.

Q. Answer my question. Did you pay him a salary?

A. He don't ask for no salary.

Q. Did you pay him a salary?

A. He don't ask.

By the Court:

Q. Did you pay him one?

A. No.
Q. Well, say so.

By Mr. Bowers:

Q. I show you a check for $900.00, made to the order of G. Hilliard Ross, and drawn on the Second National Bank?
A. Yes.
Q. That was drawn on the same bank account I asked you about a few moments ago?
A. Yes, sir.
Q. And likewise this $1100 check was drawn from the same bank account you had your money in?
A. Yes.
Q. And Stander's money?
A. Not Stander's money.
Q. What other account did you use for the butcher business?
A. I don't use nothing for the butcher business; no check account.
Q. No check account?
A. No.
Q. Where did you get the $2500 to pay Mr. Ross with for the mortgage he held on the property?
A. What you think? I work for it.
Q. Whereabouts did you work for it?
A. In the city.
Q. Whereabouts in the city?
A. Over in the city.
Q. Well, how much a week did you get?
A. $40.00.
Q. Did you save all that money?
A. I brought it home from the city.
Q. Every penny of it?
A. Every penny of it.

Q. When Mr. Ross called the mortgage and demanded payment of it, you went to Mr. Kline's office, didn't you?

A. Yes.

Q. In Somerville?

A. Yes.

Q. Is that correct?

A. Yes.

Q. What did you ask Mr. Kline?

A. To loan me the money to pay it.

Q. You went to him for a loan?

A. Yes.

Q. Did you borrow it?

A. Yes.

Q. How much did you borrow from him when you went there?

A. $1,000.

Q. What did you give him back for the $1,000 that you borrowed?

A. I paid him his note back.

Q. You paid the note?

A. Yes.

Q. Is this the note, marked, "C18?"

A. No; I got the note what I paid.

Q. Is that the note?

A. We had a couple of notes.

Q. And this note, made to Mr. Kline on May 12, 1925 ——

A. We had a couple of notes.

Q. Who is that signed by?

A. That was signed by me.

Q. Who else?

A. Mike Stander.

Q. If Mike Stander didn't have any interest in the farm, why did you take him along and get him to sign it?

A. Because he held the title.

Q. He signed all the notes?
A. Yes. Mr. Kline knows I was the owner.

Mr. Bowers: I ask that be struck out.

The Court: Strike it out.

Q. Mike Stander paid part of this money to Mr. Kline from time to time?
A. He didn't.
Q. Whenever you went in the city he paid the money, didn't he?
A. Where did he get the money?
Q. He worked the farm, didn't he?
A. Yes. And what he sold?

The Court: Don't ask questions.

Q. Do you remember when Mike got some money from the old country?
A. No.
Q. Around $140.00?
A. He never told me.
Q. You know that money was paid to Mr. Kline?
A. He never told me.
Q. Do you remember the Cleveland tractor that you and Mike bought at the Decker sale?
A. Yes.
Q. You owed some money on this to the Decker Company, didn't you?
A. Yes.
Q. Do you remember how the bill of sale was made out; you got a bill of sale, didn't you?
A. Yes.
Q. Do you remember how the bill of sale was made out?

A. Yes.

Q. How?

A. To me, and he signed it.

Q. Very well; look at that bill of sale, and just tell me how it is signed.

A. Sophie Krall and Mike Stander.

Q. If Mike didn't have title to that, why was it necessary to put his name on the bill of sale?

A. If you buy anything ——

Q. Answer my question; why did he put his name on the bill of sale?

A. He holds the title.

Q. To what, the farm or the tractor?

A. If he wouldn't own, I wouldn't have it on his name; I bought it and he signed it.

Q. He signed the note first, and you signed second, didn't he, on the note? Mike signed the note first and you signed after him?

A. It was always mine first.

Q. Look at this exhibit. Is it yours first there; who is first?

A. Who is this name on it?

The Court: Don't ask questions.

A. This is not my writing; this is Mike Stander's the same note.

Q. His name is first on that exhibit, isn't it?

A. I didn't sign ——

Q. Answer my question.

A. I don't sign it.

Q. Somebody has forged your signature?

A. All right. Look at my name, please.

The Court: I don't want to speak to you again, Mrs. Krall. You answer the questions that are

asked. Answer the questions that Mr. Bowers asks you, and don't argue and don't ask any questions yourself, and don't volunteer anything; you simply answer the questions that are asked you.

Q. I show you, "Exhibit C16," a note for $2500.00, made to Mrs. Decker; whose signature is first on that note?

A. That is my name. I won't answer that question, because that is not my name on it; somebody forged the name on it.

The Court: Madam, if I have to speak to you again, I shall have to take some other measures to compel you to do as you should.

Q. Isn't it so that Mike Stander's name is the first name on that note; isn't that so?

Mr. Messano: That is objected to.

The Court: Objection overruled.

A. That is not my name on it; I don't sign that note.

The Court: Strike it out.

By the Court:

Q. Whose name is first on that note?
A. Mike's.
Q. Whose name is second?
A. My name.
Q. You say you didn't sign that name?
A. Not that.

Q. That is not your signature?
A. I don't sign.

By Mr. Bowers:

Q. Do you remember when a team of horses were purchased by Mike Stander and yourself from Mr. Westman?
A. Yes.
Q. Who paid for the horses?
A. I did.
Q. How did you pay for them?
A. I make money in the city.
Q. And you paid for them?
A. Yes.
Q. Do you remember Mr. Kralovic having endorsed a note for Mr. Stander when he purchased those horses?
A. Yes.
Q. You remember that?
A. Yes.
Q. And I ask you if that was the note?
A. Yes; at that time I wasn't home, I couldn't come.
Q. Is your name on it?
A. No; I wasn't home.
Q. And your name is not there?
A. No.
Q. Whose name is on the note?
A. Yes.
Q. Is his name on the note?
A. Yes.
Q. There is no question about that?
A. No.
Q. And what is this? (Indicating.)
A. Ambroz Kralovic.

Q. Then Stander paid for the horses with that note, didn't he?

A. I paid.

Q. All right; have you a receipt for the payment of those horses?

A. I must have it home.

Q. You think you have it?

A. Home.

Q. Do you remember when Stander bought cows from the Pine Grove stock farm, Mrs. Krall?

A. Yes.

Q. Do you remember that?

A. Yes.

Q. When was it?

A. 1922.

Q. I show you here a receipt issued by the Pine Grove Stock Farm for the purchase of cows in 1921 and 1923, and I ask you if that covers some cows which were purchased for the farm by you and Mr. Stander?

A. The first year we had nothing.

Q. Answer the question.

A. Nothing the first year.

Q. I will show you this, directing your attention to the first item, 1921, June 5, two cows at $100.00, $200.00; one horse, $75.00. That is in 1921, isn't it?

A. We keep one and we return one.

Q. You got them in 1921?

A. Yes; they wasn't paid for.

Q. Who paid for them?

A. I paid for one when I went back to work in the winter-time.

Q. Isn't it so that Stander, took the money over there and paid for those cows himself?

A. I paid for them.

By the Court:

Q. Did Mr. Stander take the money over there and pay for it?

A. I did.

Q. You took the money over there and paid for it?

A. I did.

By Mr. Bowers:

Q. Isn't it so that Stander went over there with you and paid for those cows and horses?

A. I paid for them.

By the Court:

Q. You answer that question. Did Mr. Stander go over there with you or not?

A. I had him to the house.

Q. Did Mr. Stander go over there with you or not?

A. I paid.

Q. Answer that question. Did Mr. Stander go over there with you or not?

A. I paid for it.

The Court: I shall have to fine you five dollars.

A. The party come to the house.

Q. Are you going to answer the question?

A. What?

Q. Did Mr. Stander go over there or not?

A. The party ——

Q. Did Mr. Stander go over there with you or not?

A. No.

Q. Then, why didn't you say so? Your counsel will take care of you.

By Mr. Bowers:

Q. How was the bill paid?

A. The party, when I come from New York City, he comes always to the house and there was paid so much in that time.

Q. How much money does Mr. McCullough owe you?

A. He owe me $590.00.

Q. How much more?

A. That's all.

Q. I show you here a check marked, "D3," dated August 4, 1923, to the order of Sophie Krall for $590.00, signed by Fred A. McCullough; is that the evidence of that indebtedness of Mr. McCullough to you?

A. Yes, that is the check.

Q. That check was in payment of your interest in the six acre tract of land?

A. Yes.

Q. And title to that tract of land was taken by Mike Stander, and Sophie Krall?

A. Yes.

Q. Was this the full purchase price of this land?

A. It was $600.00; he took ten dollars off for his work.

Q. Half of this money was Mike Stander's wasn't it?

A. Not all.

Q. Half was Mike's?

A. After the two hundred I take out, the rest would be his.

Q. Mike had a half-interest in this tract, didn't he?

Mr. Messano: That is objected to.

The Court: The objection is overruled.

Q. (Stenographer repeats the question.)
A. I put $200 first in.

The Court: Answer the question that was asked you.

Q. (Stenographer repeats the question.)
A. Yes, four hundred.

By the Court:

Q. Did he have a half-interest, or did he not?
A. He had half-interest.

By Mr. Bowers:

Q. Has this check ever been paid, to your knowledge?
A. No.
Q. It hasn't been paid?
A. No.
Q. When you went to New York to see Mr. Ross about the farm, Mike didn't go along with you and Mr. Towland, did he?
A. Mr. Towland brought me back.
Q. Mike was not over to Mr. Ross' office, was he?
A. No.
Q. Do you remember a conversation that took place in Mr. Goldsmith's office in New York, where

you met Mr. Ross and they asked you about the farm, and you showed the deed to the six acre tract and it was in both names, just like this deed?

A. At that time there was no talk about the six acres.

Q. You showed him the six acre deed, didn't you?

A. Nothing about the six acres ——

By the Court:

Q. Did you show them the deed for the six acre tract?

A. No, sir.

By Mr. Bowers:

Q. You did not?

A. No.

The Court: She has said she didn't.

Q. And didn't you tell Mr. Towland and Mr. Goldsmith as well, that Mike Stander was a step-brother or some relation of yours?

A. No, sir.

Q. You didn't say that?

A. No, sir.

Q. Isn't it so that you introduced him as your step-brother, or cousin?

A. No, sir.

Q. You testified here on Thursday last, that Mr. McCullough advised you to have title taken in some-one else's name?

A. Yes.

Q. Due to the fact, that you were having difficulty with your husband; is that so?

A. Yes.

Q. Now, then, isn't it so that Mr. Towland explained that situation to you before you went to McCullough's office?

A. It wasn't like that.

Q. Isn't it so that Mr. McCullough told you that Mike had an interest in this farm at Belle Mead in both names?

A. No, sir.

Q. Are you married or divorced at the present time, Mrs. Krall?

A. I am most divorced.

Q. Have you been awarded the decree nisi or the final decree by the courts of this State?

A. Yes.

Q. When was it granted to you?

A. 1926, in December.

By the Court:

Q. What did you mean by saying you were almost divorced?

A. I waiting for my papers.

Mr. Messano: There is no decree yet; she is still married.

By Mr. Bowers:

Q. Then, when you were a married woman, you went over to New York to Mr. Goldsmith's office, and in the presence of Mr. Towland, you told those gentlemen that you were a single woman, didn't you?

A. I don't say, "Single."

Q. You said that, didn't you?

A. I say I am not living with my husband and I

use my maiden name, which I don't know any better at that time.

Q. You didn't know any better?

A. No.

Q. You said you were single?

A. I don't say that.

Q. And you had a deed made out in your maiden name, didn't you?

A. Well, between ——

By the Court:

Q. Did you or didn't you?

A. Sophie Klass.

Q. You had it made out in the name of Sophie Klass; is that it?

A. Yes, sir.

By Mr. Bowers:

Q. Sophie Klass is your maiden name, isn't it?

A. Yes.

Q. And you knew that you were telling a falsehood when you said you were single at that time, didn't you?

A. I didn't say I am single.

Q. You didn't?

A. I did not.

Q. Wasn't there a truck on the farm in 1921, an automobile truck?

A. No.

Q. Are you sure about that?

A. It was not.

Q. Isn't it so that Stander had an automobile truck worth about a thousand dollars, and used it on the farm?

A. No, sir.
Q. Are you sure about that?
A. It was not.
Q. Whose truck was it, then?
A. I bought it in 1922.
Q. Whereabouts?
A. In Flemington.
Q. Who from?
A. From Mr. Seldon.
Q. And you paid for it with Stander's money and your own money, didn't you?
A. Stander had no money; my money.
Q. Now, then, after title to this farm was taken in the name of Stander in September, 1921, you later on took the property to Mr. Towland and had it listed for sale, didn't you?
A. What year?
Q. 1922, you took it to Mr. Towland and told him to put it on the list for sale?
A. Yes.
Q. You put it in Mr. Towland's hands for sale?
A. I.
Q. And signed a paper advising him to sell it?
A. Yes.
Q. Who signed that paper?
A. I did.
Q. Didn't Mike sign it?
A. No.
Q. Isn't it so, Mr. Towland told you that it was necessary to have him sign it in order to sell the property?
A. No.
Q. Mr. Towland told you that, didn't he?
A. No.
Q. A year or so later than that, in 1923 or 1924, you again saw Mr. Towland about listing the farm for sale, didn't you?

A. 1925 I asked him to sell it.
Q. Very well; in 1925?
A. Yes.
Q. And did Mr. Towland ask you to sign a paper then?
A. Yes, sir.
Q. What was the paper?
A. Give him the privilege to sell it.
Q. Who signed that paper?
A. I did.
Q. Were you the only one?
A. Yes.
Q. Didn't Mike also sign it?
A. No, sir.
Q. Didn't Mr. Towland tell you to take the paper and go back and get Mike's signature on it?
A. No, sir.
Q. You told him at that time that it woul be necessary for Mike to sign it because he was a half-owner?
A. He never asked me.

By the Court:

Q. Did you tell him?
A. No, sir.

By Mr. Bowers:

Q. Did you tell him that?
A. No, sir.
Q. The business up in Manville was a good business, wasn't it, Mrs. Krall?
A. It wasn't good business when you can't ——
Q. Answer the question.
A. No, sir.

Q. And you made quite a lot of money?

A. No.

Q. You made quite a lot of money in a short while with Stander there, didn't you?

A. No, sir, we made no money.

Q. And after Stander and yourself had transferred the business to the new owners, you stated to Mr. Towland that the business was very good, but the work was too hard for you and Mike, didn't you?

A. I don't tell him nothing.

Q. Nothing like that?

A. Nothing.

Q. And furthermore, you said that Mike had to work all hours of the night to keep up with the work?

A. No, sir.

Q. Consequently, it was too hard for both of you to carry on, so you bought the farm, didn't you?

A. I worked as much as he did.

Q. Didn't you tell Mr. Towland that?

A. I don't; no talk to Mr. Towland.

Q. You didn't tell Mike that, did you?

A. I didn't tell Mike.

Q. When did you leave the farm, in 1926, in the month of November or December?

A. 1926.

Q. Just last year, about a year ago?

A. I was there.

Q. When did you go into the city?

A. In March.

Q. 1927?

A. Yes, sir.

Q. In March, 1927?

A. Yes.

Q. When did this man Guerra come to work for you?

A. 26, May, 1926.

Q. What month did he come to work for you?
A. May, 1926.
Q. Who else came along with him?
A. Nobody.
Q. Nobody at all?
A. No.
Q. Isn't it so that his brother, Roth Guerra, came with him?
A. He come in November or December.
Q. And you had another man there, too, didn't you?
A. Yes, I had.
Q. Who was he?
A. A friend of his.
Q. All right; then there were three men that came in on the farm in 1926?
A. Yes.
Q. Besides Mike?
A. Yes.
Q. What were they doing there?
A. To take the crop in.
Q. Didn't Mike take the crop in?
A. 1926, he worked for himself, he did nothing on the farm.
Q. You tried to chase him off the farm in 1926, didn't you?
A. Not me.
Q. Who kept all the money in the accounts at the farm while you and Mike were owners there; who took care of the papers and money and checks?
A. I did.
Q. You took care of all that, didn't you?
A. Yes.
Q. All the time?
A. Yes.
Q. You banked the money at the Second National Bank?

A. The last couple of years I had no more checks.

Q. Then, the banking business you did do, you did through the Second National Bank, didn't you?

A. Yes, sir.

Q. Mike didn't have any bank account while he was on the farm, did he?

A. He had no money.

Q. Did he have a bank account?

A. No.

Q. And he didn't turn over a lot of money to you, from time to time?

A. He didn't turn nothing over.

Q. He didn't turn over the milk check, did he?

A. No.

Q. Now, he turned over that milk check, didn't he?

A. He didn't turn over nothing; the milk check was $18.00.

Q. It was more than that some months; wasn' it?

A. We only went to the creamery one year.

Q. When you went to pay the interest to Mrs. Cain or Mrs. Pumyea, Mike went along with you, didn't he?

A. Mike?

Q. Yes.

A. Sometimes.

Q. And he had to produce the cash to pay the interest?

A. Yes.

Q. And you always wanted the receipt made in your name, isn't that so?

A. I made the money.

Q. Didn't Mike make any?

A. He had no money.

Q. And to keep peace about that, Mike didn't complain about that, did he? Where did you keep the papers and receipts and checks and money, in the house?

A. In the house.
Q. Where in the house?
A. In the drawer; Mike had it under his hand.
Q. Whereabouts in Mike's room was it?
A. In my private drawer.
Q. Was it in your room or his room?
A. In my room.
Q. Not in Mike's room?
A. No.
Q. Didn't you say it was?
A. No.
Q. Then, it wasn't in Mike's room?
A. No.
Q. You had control of it?
A. He had the keys.
Q. Mike had keys?
A. He had the keys.
Q. You had control over that?
A. Yes.
Q. When you chased Mike off the farm ——
A. Not me.
Q. When Mike was chased off the farm about a year ago, you took all those papers?
A. There was nothing in the house.
Q. You took all of them?
A. Yes, sir.
Q. And Mike had no papers or deeds, did he?
A. No.
Q. And where did you keep this deed that you claim Mike signed in Mr. McCullough's office, during the five years?
A. That was in the house always; he knows it.
Q. It was in the house?
A. Yes, sir.
Q. Where was it?
A. In the drawer.
Q. In whose drawer?

A. In my drawer.

Q. Mike didn't know anything about that, did he?

A. Mike had a key for it.

Q. He never saw that deed?

A. Yes, he did.

Q. Why didn't you put it on record before, then, instead of holding it off for five years?

A. I was told by Mr. Ross until I paid the mortgage from him, I could have the deed with anybody I could trust, and he give me a deed to me that I am the owner.

Q. Did you have a safe deposit box in the bank?

A. I had it home.

Q. Did you have a safe deposit box in the bank?

A. No.

Q. You went to Somerville about a year ago last September, and whom did you first speak to about this deed that you had, that you claim was signed by Stander; whom did you first see about that?

A. Mr. Ross when Mike give me three days to move out ——

Q. Who, in Somerville?

A. Nobody in Somerville, Mr. Ross in New York I asked first.

Q. You went up to Somerville, didn't you?

A. Yes.

Q. With the deed?

A. I went with what Mr. Ross told me to.

Q. Whom did you go to?

A. Mr. Clark.

Q. What did you go to see Mr. Ross for in New York?

A. Mike give me three days to move out. He say that he hit me and kill me and all kinds of bums.

Q. What did Mr. Ross tell you?

A. After this fight, I went to Mr. Ross and told

him Mike give me three days to move, and use my papers in the toilet.

Q. You asked Mr. Ross to give you a deed, didn't you, that day?

A. I don't ask him nothing.

Q. Whom did he send you to?

A. He don't send me to nobody. I told Mr. Ross Mike tried—he know I had these deeds; he said, if he not behave put him off the property.

Q. Whom did you first consult in Somerville about the deed?

A. Mr. Ross told me to go to Somerville and have it recorded.

Q. Mr. Clark told you to have it recorded?

A. Yes.

Q. Did you go to the clerk's office and put it on record?

A. So I went to Mr. Kline and told him, I said, "Mr. Kline, Mr. Ross told me to record this deed;" so he said, "Leave it here and I see what can I do;" and about a week after he wrote me a letter and said, he won't bother with it. "I won't bother with you or Mike, this family affairs. I don't want bother with one of you; and one of you record the deed yourself;" and I did.

Q. You did that?

A. Yes.

Q. Before you recorded the deed, didn't you go to see somebody else?

A. Nobody else.

Q. Nobody else; are you sure?

A. Yes.

Q. Didn't you go to Mr. Gaston's office and see him about it?

A. I don't go anywhere.

Q. Isn't that so?

A. I don't go.

Q. You went to see Mr. Gaston, a lawyer, did you?
A. Mr. Ross ——

By the Court:

Q. Did you go to see Mr. Gaston?
A. Yes.

By Mr. Bowers:

Q. What did he tell you?

A. He asked me where that deed it; I told him just in Mr. Kline's office; so he went with me there.

Q. What did he advise you to do?

A. He says nothing, so long you got Mr. Kline, tell him he should attend to it; and that's all; he left.

Q. Isn't it so, that Mr. Gaston advised you to do certain things?

A. No.

Q. And you wouldn't follow his advice and he refused to represent you; isn't that so?

A. No, sir.

Q. You went to Mr. McCullough's office some few days before September 8, 1921, didn't you, before the title was closed from Ross to Stander?

A. I went to Mr. McCullough's office when?

Q. A few days before September 8, 1921; a few days before the deed came to Mr. Ross?

A. No, sir.

Q. When did you go to his office?

A. Mr. McCullough's office?

Q. Yes.

A. June 1st, when I brought the deeds and told him to search the property.

Q. Well, you went there in August and September, too, before you got the deeds?

A. That was all closed in Mr. Ross' lawyer's office, there was nothing in Mr. McCullough's office.

Q. Isn't it so that you took Mike with you and went down to McCullough's office ——

A. No.

Q. Several days, or even a couple of weeks before the deed came from Mr. Ross?

A. Never before September 8th, when the title was to be closed.

Q. And you took him down there to get him to sign the mortgage to Mr. Ross, didn't you; isn't that so?

A. Yes, September 8th.

Q. Isn't it so that the mortgage made by Mike Stander to Mr. Ross was drawn and signed in the office of Mr. McCullough?

A. When they took it down as Sophie Klass.

Q. And isn't it so that the mortgage papers signed by Mike Stander to G. Hilliard Ross were made out by Mr. McCullough and signed by Mike Stander in his office ——

A. No.

Q. Several days before the deed was passed?

A. That was all made in Griggs'.

Q. Is that Mr. McCullough's name on the outside of it?

A. No, that was between the ——

The Court: It speaks for itself.

Q. Wasn't it signed several days before the deed was passed?

A. In Griggs' office.

Q. Was it?

A. In Griggs.

Q. Mr. McCullough called up for you to come up?

A. He come up, he come up in the Trust Company, Mr. Ross' office.

Q. Isn't it so, that the same day that Mr. McCullough called Mike in to sign the mortgage paper to Mr. Ross, that he said, "You will have to sign a paper to get the deed?"

A. No.

Q. And that is the paper Mike signed at that time?

A. I know he signed all the papers when the title was settled in Mr. Ross' office, Mr. Ross' lawyer's office.

Q. This deed was signed sometime in September, yet it is dated in November; isn't that so?

A. Yes.

Q. Isn't that so?

A. Yes.

Q. The deed which you claim Mike Stander signed to you, was dated ahead and signed way back in September before the deed was delivered to Ross?

A. When we settle it in Mr. Ross' lawyer's office, I left the deed with Mr. McCullough to record it, from Mr. Ross to Stander, and then the lawyer said, "All right; then you have to draw the deed from Mike to you." When the deed was recorded and he comes back to Mr. McCullough, he called up and says, "Mrs. Krall, the deed comes from the record; now, come here and we draw a deed from Mike to you."

Q. Isn't it so, that Mike signed both of these papers at the same time?

A. Did he?

Q. At Mr. McCullough's office before the Ross' deed came from New York?

A. No, sir, he didn't sign nothing before.

Q. Sure?

A. Yes.

Q. And that Mr. McCullough later on gave you

the deed and said, "Hold on to it and don't record it?"

A. I was said in Mr. Ross' office that I couldn't record it, because Mike's deed have to be on the record, and then I could take it and record it back. That was from Mr. Ross.

Q. You held it five years?

A. Well, what ——

Q. You held it five years?

A. Yes.

Q. Why did you hold it five years before you recorded it?

A. I couldn't record it because I don't pay him the mortgage; I only finished paying the mortgage last year.

Q. Mike helped with these mortgages, didn't he?

A. I paid $875.00 November 3, 1926. I borrow the money for it. The mortgage was ——

Q. That is on the same note signed by Mr. Stander and yourself; isn't that so?

A. Yes.

Q. And that note is signed by Mike Stander and you, is it not?

A. Yes, sir, 1926, $875.00 on the note.

Q. A note made by Mike Stander and yourself?

A. Yes.

Mr. Messano: That is all.

JOSEPH GUERRA, a witness produced on behalf of the defendants, being duly sworn, testified as follows:

Direct examination.

By Mr. Messano:

Q. You know Mike Stander?
A. Yes, sir.
Q. You know both Mike Stander and Mrs. Krall?
A. Yes, sir.
Q. Are you the Joe Guerra who worked on this farm?
A. Yes, sir.
Q. How long did you work on the farm?
A. From May, 1926, to March, 1927.
Q. And during that time were you and Mike friendly?
A. To a certain extent, yes.
Q. Did Mike ever discuss the ownership of the farm with you?
A. Well, he never gave me no orders as to what I should do.
Q. Who gave you the orders?
A. Mrs. Krall.
Q. Did Mike ever tell you who was the owner of the farm?
A. No, sir.
Q. He didn't?
A. No.
Q. What did he tell you about the ownership of the farm, if anything?
A. Nothing.
Q. Nothing at all?
A. Nothing; I was with Mrs. Krall.

Q. Did you ever threaten Mike?
A. No, sir.
Q. With a gun?
A. No, sir.
Q. Did Mike ever tell you that Mrs. Krall was the owner of that farm?
A. Indirectly, yes, sir.
Q. He did?
A. Indirectly.

Cross-examination.

By Mr. Bowers:

Q. What work did you perform?
A. Me?
Q. Yes.

By the Court:

Q. A moment ago you said he never told you a thing about whether he was the owner of the farm?
A. He never gave me any orders.
Q. You said he hadn't told you anything?
A. He gave me no orders.
Q. You were asked if he ever said anything to you about who was the owner of the farm, and you said, "No?"
A. No.
Q. Now, you say he did.
A. Through her son.
Q. Her son told you?
A. Mr. Stander left orders through the son of what work was to be done that day.
Q. And that is what you mean by saying he stated to you indirectly who was the owner of the farm?
A. Yes.

Mr. Bowers: I ask that it be struck out.

The Court: I think it may stand.

By Mr. Bowers:

Q. When did you first go out on the farm, Mr. Guerra?

A. To work, or what?

Q. When you first came out there?

A. 1924.

Q. In the year, 1924?

A. Yes.

Q. When did you first go out there to farm?

A. May, 1926 to March, 1927.

Q. That is when you came out to work steady?

A. Yes.

Q. Are you still there?

A. Yes, sir.

Q. What were your arrangements with Mrs. Krall or with Stander about your rights to the farm; were you a tenant, or an employee, or what?

A. I was a working man when I first got there.

Q. In May, 1926, what were you?

A. I had charge of the place.

Q. In what respect?

A. As to what work to do for Mrs. Krall.

Q. What work did you do?

A. All the farm work with Mr. and Mrs. Krall's son.

Q. With Mrs. Krall's son?

A. Yes, sir.

Q. Didn't Stander do anything at all?

A. No, sir.

Q. Did you find the farm in good condition?

A. Yes.

Q. It was kept up nicely, wasn't it?

A. There wasn't much on to be kept up. What was kept there it was all right.

Q. What was your business before you went there?

A. Chauffeur.

Q. And you went right to the farm?

A. Yes.

Q. How much experience have you had?

A. As a boy I was on a farm, and I held knowledge of it.

Q. What experience did you have?

A. When I was 16 years old I went on the farm.

Q. And stayed how long?

A. Seven months.

Q. You stayed on the farm seven months?

A. Yes.

Q. How old are you?

A. 35.

Q. You went on the farm as an occupation?

A. I went as an occupation.

Q. What was it then; did you rent it?

A. Helped.

Q. Mrs. Krall testified she rented the farm to you?

A. After I was there about four months.

Q. All right; did you have a lease or any understanding under the lease?

A. Yes.

Q. What was it?

A. I held the lease.

Q. Where is the lease?

A. I haven't it with me right now.

Q. You haven't it?

A. No.

Q. What were the terms of the lease?

A. For the period of one year.

Q. And the rent?
A. $100 a month.
Q. $100 monthly?
A. Yes.
Q. When did the lease start, in May, 1926?
A. No, sir.
Q. When?
A. November.
Q. November, 1926?
A. Yes, sir.
Q. Then, you really didn't lease the place or have an interest in the farm up to November, 1926; is that right?
A. Yes.
Q. What income could you receive from that farm during the winter months so you could pay your rent?
A. I received no income whatsoever.
Q. Just a loss?
A. Yes.
Q. You lost?
A. Yes.
Q. Whom did you pay it to?
A. Mrs. Krall.
Q. How much rent did you pay her thus far?
A. Only one month.
Q. How much do owe up to this time?
A. It will be eleven up to this month.
Q. That is, $1100?
A. Yes.
Q. Have you given her any note or evidence of the indebtedness?
A. No.
Q. During the time you were a tenant on the farm, how many cattle did you keep?
A. Two horses and two cows, and 180 head of chickens.

Q. What else?
A. 16 geese; 4 ducks.
Q. Did you raise enough fodder and corn to take care of the stock for this coming winter?
A. There was enough ——
Q. All this past summer?
A. Yes.
Q. How much did you raise?
A. Seven tons of hay.
Q. Is that what you got this last summer?
A. Yes.
Q. What else?
A. 4 ton of corn and some oats; that was put in the barn on the straw.
Q. You didn't thresh it?
A. It was wasted.
Q. Through the storm?
A. It was sold as is, on the straw.
Q. What did you use it for?
A. Nothing.
Q. Cattle fodder?
A. Cows and horses, and the rest was sold.
Q. How many ton did you sell?
A. Only about 4 ton of oats.
Q. This farm is 74 acres?
A. I believe 75, or less.
Q. How many acres are tillable, good soil?
A. As far as my knowledge, 68.
Q. Tillable soil?
A. Yes, pretty good.
Q. And you raised, you say, 7 tons of hay and 4 tons of corn; is that correct?
A. Yes, sir.
Q. This farm is right next to Judge Dungan's farm, isn't it?
A. Yes.
Q. And good land?

A. Yes.
Q. And good soil?
A. Not all.
Q. And all you raised was seven tons of hay and four tons of corn?
A. Yes.
Q. You have not done much farming in your lifetime?
A. Only what I had knowledge from boyhood.
Q. What else did you put your time on?
A. Building and repairing.
Q. What did you do?
A. The woodshed and repainted the house.
Q. Why, that woodshed was built by Stander?
A. No, sir.
Q. Did he build any buildings?
A. No, sir.
Q. Do you know?
A. I don't know.
Q. Did he paint any buildings?
A. No, sir.
Q. You are certain of that?
A. Positive.
Q. You came out to the farm sometime prior to last May, that is, a year ago last May?
A. Yes.
Q. And you came out from time to time?
A. Yes.
Q. And who did the most of the work then?
A. Mrs. Krall's son.
Q. How about Stander?
A. I never seen him walk behind the plow.
Q. Was he just an ornament around there?
A. I suppose so. Her son did the work.

By the Court:

Q. Her son?
A. Yes.

By Mr. Bowers:

Q. How old is he?
A. 18 years old this January.
Q. How old was he when you went on the farm in 1921?
A. 15 years old; I didn't go on in 1921, it was 1925.
Q. 15 years old?
A. Yes.
Q. Were you ever convicted of crime?
A. Yes.
Q. What?
A. Illicit making of alcohol.

WILLIAM H. STAATS, a witness produced on behalf of the defendants, being duly sworn, testified as follows:

Direct examination.

By Mr. Messano:

Q. You live in Belle Mead, New Jersey?
A. I do.
Q. Are you acquainted with Mike Stander?
A. Yes, sir.
Q. And Mrs. Krall?
A. Yes, sir.

Q. What is your occupation in Belle Mead?
A. The feed business, coal, fertilizer.
Q. Did you ever sell any goods to Mrs. Krall?
A. I did.
Q. Did you ever sell anything to Mike Stander?
A. Well, Mike Stander come there and got them, the goods.
Q. Whom did you bill for those goods which Mike would come there for?
A. Mrs. Krall.
Q. You would bill her?
A. Yes.
Q. Have they been paid by Mrs. Krall?
A. Yes, sir, they have all been paid; sometimes Mike would fetch the money, and sometimes Mrs. Krall.
Q. When Mike would buy these articles, did he ever tell you that he was going to use them for his farm?
A. No, not that I know of.
Q. He did not?
A. No.
Q. Did Mike ever tell you he owned the farm?
A. He did not.
Q. As far as you know, who owned the farm?

Mr. Bowers: That is objected to. How does this gentleman know?

The Court: Objection sustained.

By the Court:

Q. Why did you make out the bills to Mrs. Krall?
A. I was told to.
Q. By whom?

A. I think by Mike, but I won't say positive about them now—I just forget.

By Mr. Messano:

Q. Are these bills you made out in the name of Klass?

A. Yes.

Q. Would you say some of these articles were purchased by Mike?

The Court: That's what he has said.

Cross-examination.

By Mr. Bowers:

Q. You say Mike came to your mill and paid you the bills in cash at times?

A. Yes, he did.

Q. Paid you in cash?

A. Yes.

Q. And other times Mrs. Krall would pay?

A. Yes.

Q. In cash?

A. I won't say about that, sometimes she might, but she came there and paid me sometimes.

Q. Do you recall what bank checks were drawn on?

A. No, I don't remember her ever giving me a check, but I won't say—she may.

Q. And when Mike paid you the bills in cash, he didn't tell you that was Mrs. Krall's cash, did he?

A. I don't think so, no.

Q. Well, he didn't, did he?

A. I think not.

Q. Nor did she tell you she was paying the bills with part of his money?

A. No.

Mr. Bowers: These bills are in the name of Klass.

By the Court:

Q. You say you made the bills out in the name of Mrs. Krall?

A. I may have spelled it wrong.

Q. These bills, Mr. Staats, down to 1924, 1925 and 1926, are made out in the name of Klass; you knew in 1926 that her name was "Krall?"

A. I might have got it mixed up but it was the same purchaser, anyhow.

BOTH SIDES REST.

ARGUMENT.

EXHIBIT C1.

THIS INDENTURE,
Made the 8th day of September A. D. Nineteen Hundred and Twenty-one,
BETWEEN G. HILLIARD ROSS and ALICE C. ROSS, his wife, of the Village of South Nyack in the County of Rockland and State of New York, the GRANTORS and MIKE STANDER of the Town of Manville in the County of Somerset and State of New Jersey, the GRANTEE
WITNESSETH, that the grantors in consideration of One Dollar and other valuable considerations lawful money of the United States, to them paid by the grantee the receipt whereof is acknowledged do by these presents grant, bargain, sell and convey unto the grantee and his heirs and assigns forever ALL that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Hillsborough in the County of Somerset and State of New Jersey. Butted and bounded as follows:

BEGINNING at a stone heap corner of Henry Lane's lot; thence (1) by the same and Henry Ditmar's land South fifty-seven degrees and thirty minutes east thirty-eight chains and fifty-three links to a stone in said line corner of John Huff's land (2) along said Huff's land south twenty degrees and thirty minutes west nineteen chains and fifty-seven links to a stone for a corner in Hugh B. Reed's line; thence (3) along said Reed's land and Peter G. Dilts' lot North sixty-nine degrees west, thirty-two chains and ninety-eight links to a stone heap corner of said Dilts' lot; thence (4) along Theodore Wyckoff's land North twenty-one degrees

east six chains and forty links to a stone heap in John Huff's line; thence (5) along said Huff's line North eighty-four degrees east four chains and six links to a stone heap corner of said Huff's land; thence (6) along lands of said Huff and Peter G. Dilts North eight degrees and thirty minutes east twenty chains and ninety links to a stone heap in line of said Dilts; thence (7) along lands of Dilts and Abm. Van Nuys North sixty-six degrees west five chains and five links to a stone heap for a corner; in said Van Nuys' land; thence (8) along lands of John Huff North sixteen degrees east six chains and twenty-seven links to the place of BEGINNING. Containing seventy-five and twenty hundredths acres of land more or less.

Being the same premises conveyed to Eleanor Augusta Garretson Pumyea by deed of Peter J. Stryker and wife dated April 2, 1869, which deed is recorded in the Somerset County Clerk's office in Book A #4 of Deeds, Page 154.

Excepting and reserving a tract of six hundred and twenty five thousandths of an acre more or less conveyed by the said Eleanor A. Pumyea and husband to Gideon H. Hoagland and wife by deed dated May 24, 1888 and recorded in the Somerset County Clerk's office in Book W #6 of Deeds, page 402, etc.

Excepting also a right of way twelve feet in width along the southerly side of said premises conveyed by the said Eleanor A. Pumyea and husband to John R. McPherson and others and subject to the right of ingress and egress of William Pfeifer and the owners of other lots westerly of the premises hereby conveyed, over and through the defined driveway at the northerly side of said tract.

Subject however to a mortgage in the amount of Five Thousand ($5000.) Dollars now reduced to Four Thousand Five Hundred ($4500.) Dollars

which said mortgage is held by Eleanor Augusta Garretson Pumyea and bears interest at six (6%) percent, interest being payable April 1st and October 1st of each year and the balance of the mortgage becoming due October 1st, 1923.

TOGETHER WITH the appurtenances, and also all the right, title and interest of the grantors of, in or to the same.

TO HAVE AND TO HOLD the same unto the grantee his heirs and assigns, to his or their own use forever.

AND the said G. Hilliard Ross and Alice C. Ross, his wife, for themselves, their heirs, executors and administrators, do covenant and agree with the said grantee his heirs and assigns:

(1) That the title to said premises is vested in fee simple absolute in the said G. Hilliard Ross

(2) That the said G. Hilliard Ross has lawful authority to grant, bargain, sell and convey the same in form aforesaid.

(3) That the grantee his heirs and assigns may forever peaceably and quietly hold, possess and enjoy the same against every person lawfully claiming the same.

(4) That the same are now free and clear of all encumbrance whatsoever, except as herein mentioned.

(5) That the grantors and their heirs, and all persons lawfully claiming under them any interest in said premises, shall and will at any time hereafter, upon the request and at the cost of the grantee his heirs or assigns, execute all further conveyances that shall be reasonably required.

(6) AND the said G. Hilliard Ross and Alice C. Ross, their heirs, the above described premises, and every part thereof with the appurtenances unto the grantee his heirs and assigns against the grantors

and their heirs, and against all persons lawfully claiming the same shall and will WARRANT and by these presents forever DEFEND

IN WITNESSS WHEREOF, the grantors have hereunto set their hands and seals the day and year first above written.

G. Hilliard Ross (Seal)
Alice C. Ross (Seal)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Daniel D. Sherman
($4.50 in Documentary Stamps)

State of New York }
County of New York } ss:

BE IT REMEMBERED, That on this 8th day of September in the year of our Lord One Thousand Nine Hundred and Twenty-one, before me, the subscriber, a Notary Public for the State of New York personally appeared G. HILLIARD ROSS and ALICE C. ROSS, his wife, who, I am satisfied, are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledge that, they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed; and the said Alice C. Ross being by me privately examined, separate and apart from her said husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, FREELY, without any fear, threats or compulsion of her said husband.

Daniel D. Sherman
Notary Public, Rockland County,
Certificate filed in New York County No. 432

State of New York, }
County of New York, } ss:

No. 71671 Series B

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said county, DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that Daniel D. Sherman whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Rockland with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 8 day of Sept 1921

Wm. F Schneider
Clerk.

9032
DEED.
G. HILLIARD ROSS

and
ALICE C. ROSS
TO
MIKE STANDER
Dated Sept. 8th, 1921.

RECEIVED in the Clerk's Office of the County of Somerset N. J. on the 9th day of September A. D., 1921, at 2.52 o'clock, in the afternoon, and Recorded in Book K #18 of DEEDS for said County, on page 91 etc.

Fredc. N. Voorhees
Clerk

(Paid 2.50)

EXHIBIT C2.

S

THIS INDENTURE,

Made the eighth day of September in the year of our Lord One Thousand Nine Hundred and Twenty-one

BETWEEN Mike Stander of the Township of Hillsborough in the County of Somerset and State of New Jersey party of the first part;

AND G. Hilliard Ross, of the Town of Nyack in the County of Rockland and State of New York party of the second part;

WHEREAS, the said Mike Stander is justly indebted to the said party of the second part, in the sum of Twenty-five Hundred ($2500.00) Dollars, lawful money of the United States of America, secured to be paid by his certain bond or obligation,

bearing even date with these presents, in the penal sum of Five Thousand Dollars, lawful money as aforesaid conditioned for the payment of the said first-mentioned sum of Twenty-five ($2500.00) Dollars, lawful money as aforesaid, to the said party of the second part, his executors, administrators or assigns on the eighth day of September which will be in the year One Thousand Nine Hundred and Twenty-four and interest thereon, to be computed from September 8th, 1921 at and after the rate of six (6%) per cent. per annum, and to be paid semi-annually

AND IT IS THEREBY EXPRESSLY AGREED that should any default be made in the payment of the said interest or of any part thereof, on any day whereon the same is made payable, as above expressed, or should any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien be hereafter imposed or acquired upon the premises described in this mortgage, and become due and payable, and should the said interest remain unpaid and in arrear for the space of thirty days, or said tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien, or any or either of them remain unpaid and in arrear for the space of thirty days then and from thenceforth, that is to say, after the lapse or expiration of either of the said periods as the case may be, the aforesaid principal sum of Twenty-five Hundred ($2500.00) dollars, with all arrearage of interest thereon, shall, at the option of the said party of the second part, or his legal representatives, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything therein before contained to the contrary thereof in anywise notwithstanding: as by

the said bond or obligation, and the condition thereof, reference being thereunto had, may more fully appear.

NOW THIS INDENTURE WITNESSETH, That the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar, to in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, ha granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm, unto the said party of the second part, and to his heirs and assigns forever,

ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Hillsborough in the County of Somerset and State of New Jersey, bounded and described as follows: Beginning at a stone heap, corner of Henry Lane's lot; thence (1) by the same and Henry Dittmar's land, South fifty-seven degrees and thirty minutes East, thirty-eight chains and fifty-three links to a stone in said line; corner of John Huff's land; (2) along said Huff's land, South twenty degrees and thirty minutes West nineteen chains and fifty-seven links to a stone for a corner in Hugh B. Reed's line; thence (3) along said Reed's line and Peter G. Dilts lot North sixty-nine degrees West thirty-two chains and ninety-eight links to a stone heap corner of said Dilts lot; thence (4) along Theodore Wyckoffs land North twenty-one degrees East six chains and forty links to a stone heap in John Huffs line; thence (5) along

said Huffs line North eighty-four degrees East four chains and six links to a stone heap corner of said Huff's land; thence (6) along lands of said Huff and Peter G. Dilts North eight degrees and thirty minutes East twenty chains and ninety links to a stone heap in line of said Dilts'; thence (7) along land of Dilts and Abram Van Nuys North sixty-six degrees West five chains and five links to a stone heap for a corner in said Van Nuys' land; thence (8) along lands of John Huff North sixteen degrees East six chains and twenty-seven links to the place of beginning, containing seventy-five and twenty one-hundredths acres of land, more or less.

Excepting and reserving a tract of six hundred and twenty-five one-thousandths of an acre, more or less, conveyed by Eleanor A. Pomyea and husband to Gideon H. Hoagland and wife by deed dated May 24, 1888 and recorded in the Somerset County Clerk's Office in Book W No. 6 of Deeds, Page 402 etc.

Excepting also a right of way twelve feet in width along the Southerly side of said premises by the said Eleanor A. Pomyea and husband to John R. McPherson and others, and subject to the right of ingress and egress of William Pfeifer and the owners of other lots Westerly of the premises hereby conveyed; over and through the defined driveway at the Northerly side of said tract.

Being the same premises conveyed to party of the first part by deed of G. Hilliard Ross, dated September 8th, 1921, and recorded in the Somerset County Clerk's Office, this mortgage being given to secure part of the purchase price.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion

and reversions, remainder and remainders, rents, issues and profits thereof.

AND ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances:

TO HAVE AND TO HOLD the above granted and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit and behoof forever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors or administrators, shall well and truly pay unto the said party of the second part, his executors, administrators or assigns, the said sum of money mentioned in the condition of said bond or obligation, and the interest thereon, at the time and times, and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void.

AND the said Mike Stander for himself, his heirs, executors and administrators, doth covenant and agree to pay unto the said party of the second part, his heirs, executors, administrators or assigns, the said sum of money and interest, as mentioned above and expressed in the conditions of the said bond.

AND IT IS ALSO AGREED, by and between the parties to these presents, that the said party of the first part, shall and will keep the buildings erected, and to be erected, upon the lands above conveyed, insured against loss or damage by fire, by insurers, and in an amount approved by the said party of the second part, his executors, administrators or as-

signs, and assign the policy and certificates thereof to the said party of the second part; and in default thereof, it shall be lawful for the said party of the second part to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, payable on demand, with interest at the rate of six per cent. per annum, from the time of payment of such premium or premiums. AND THE SAID Mike Stander, the owner of the lands above described for himself, his heirs and assigns, doth further covenant and agree to and with the said party of the second part, his heirs, executors, administrators and assigns, that they will pay in full, all taxes levied, or to be levied, upon the lands embraced in this mortgage, and will not claim any credit on, or make any deduction from the interest or principal hereby secured by reason of the payment of any taxes so levied, or to be levied, during the continuance of the lien of this mortgage, and upon the breach of this covenant or any part thereof, this mortgage may become and be due and payable immediately, at the option of the said party of the second part hereto.

IN WITNESS WHEREOF, the said party of the first part ha hereunto set hand and seal the day and year first above written.

Mike Stander

Signed, Sealed and Delivered
in the Presence of
Frederick A McCullough.

State of New Jersey, }
County of Somerset } ss:

BE IT REMEMBERED, That on this 8th day of

September in the year of our Lord One Thousand Nine Hundred and Twenty-one, before me, the subscriber, a Master in Chancery of New Jersey, personally appeared Mike Stander, Single, who, I am satisfied, is the mortgagor mentioned in the within Instrument to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary (part of Mortgage torn off) deed, for the uses and purposes therein expressed.

Frederick A McCullough
M C C of N J.

June 8th 1926

The within mortgage has been fully paid and satisfied and the Clerk of the County of Somerset is hereby authorized to cancel the same of record.

G. Hilliard Ross

MORTGAGE.
Mike Stander
TO
G. Hilliard Ross
Dated, Sept 8th 1921

Received in the Clerk's Office of the County of Somerset on the 10th day of September A. D., 1921, at 8.25 o'clock, in the forenoon and recorded in Book O-9 of MORTGAGES for said County, on page 93 &c.

Fredc N. Voorhees
Clerk.

(Stamped)
Cancelled of Record.
June 11, 1926
Fredc N. Voorhees
Clerk of Somerset County.
Frederick A. McCullough
Counselor
Attorney-at-Law
Somerville, N. J.
(In Pencil)
Voorhees Kline
J. T. G.
(Paid 1.20)

EXHIBIT C3.

KNOW ALL MEN BY THESE PRESENTS:

That I, Mike Stander, of the Township of Hillsborough, in the County of Somerset and State of New Jersey, held and firmly bound unto G. Hilliard Ross, of the Town of Nyack, in the County of Rockland, and State of New York, in the penal sum of Five Thousand ($5,000) Dollars lawful money of the United States of America, to be paid to the said G. Hilliard Ross, his executors, administrators or assigns: FOR WHICH PAYMENT well and truly to be made, I bind myself, my heirs, executors and administrators, jointly and severally firmly by these presents. Sealed with my seal. Dated the eighth day of September One Thousand Nine Hundred and Twenty-one.

THE CONDITION of the above obligation is such that if the above bounden Mike Stander his heirs, executors or administrators, shall well and truly

pay, or cause to be paid, unto the above named G. Hilliard Ross, his executors, administrators or assigns, the just and full sum of Twenty-five Hundred ($2500.00) Dollars on the Eighth day of September which will be in the year One Thousand Nine Hundred and Twenty-four, and the interest thereon, to be computed from September 8th, 1921 at and after the rate of six per cent. per annum, and to be paid semi-annually, without any fraud or other delay, then the above Obligation to be Void, otherwise to remain in full force and virtue.

AND IT IS HEREBY EXPRESSLY AGREED, that should any default be made in the payment of the said interest, or of any part thereof, on any day whereon the same is made payable as above expressed, or should any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien be hereafter imposed or acquired upon the premises described in the mortgage accompanying this bond, and become due and payable; and should the said interest remain unpaid and in arrear for the space of thirty days, or said tax, assessment, water rent, or other municipal or governmental rate, charge, imposition or lien, or any or either of them, remain unpaid and in arrear for the space of thirty days then and from thenceforth, that is to say, after the lapse or expiration of either of the said periods, as the case may be, the aforesaid principal sum of Twenty-five Hundred ($2500.00) Dollars with all arrearage of interest thereon, shall, at the option of the said G. Hilliard Ross, or his legal representatives, become and be due and payable immediately thereafter, although the period first above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

Mike Stander (Seal)

Signed, Sealed and Delivered
In the Presence of
Frederick A McCullough
($1.25 in Documentary Stamps)

MEMORANDUM OF PAYMENTS.

When Paid	Interest	Principal	To What Date	Signature
Sept 14th	pd	1500		G. Hilliard Ross

BOND.
Mike Stander
TO
G. Hilliard Ross
Amount, $2500.00
Date, Sept 8, 1921.
Due, Sept 8, 1924.
Interest Payable Semi-annually
Frederick A. McCullough
Counselor
Attorney-at-Law
Somerville, N. J.

EXHIBIT C4.

THIS DEED,
Made the thirteenth day of September in the year
One Thousand Nine Hundred and twenty-three

BETWEEN Mike Stander, unmarried, of the Township of Hillsborough in the County of Somerset and State of New Jersey party of the first part:

AND Ernest Lagler of the Township of Hillsborough in the County of Somerset and State of New Jersey party of the second part;

WITNESSETH, That in consideration of One Dollar and other good and valuable consideration lawful money of the United States, the said party of the first part, with GENERAL WARRANTY, do grant, bargain, sell, release and convey unto the said party of the second part his heirs and assigns forever, ALL the equal undivided one half interest in and to the tract or parcel of land and premises, hereinafter particularly described, situate in the Township of Hillsborough in the County of Somerset and State of New Jersey. Butted and bounded as follows:

BEGINNING at a stone heap corner of Henry Lane's lot; thence (1) by the same and Henry Ditmar's land south fifty-seven degrees and thirty minutes east thirty-eight chains and fifty-three links to a stone in said line corner of John Huff's land (2) along said Huff's land south twenty degrees and thirty minutes west nineteen chains and fifty-seven links to a stone for a corner in Hugh B. Reed's line; thence (3) along said Reed's land and Peter G. Dilts' lot north sixty-nine degrees west, thirty-two chains and ninety eight links to a stone heap corner of said Dilts' lot; thence (4) along Theodore Wyckoff's land north twenty-one degrees east six chains and forty links to a stone heap in John Huff's line; thence (5) along said Huff's line north eighty-four degrees east four chains and six links to a stone heap corner of said Huff's land; thence (6) along lands of said Huff and Peter G. Dilts North eight degrees and thirty minutes east twenty chains and ninety

links to a stone heap in line of said Dilts; thence (7) along lands of Dilts and Abm. Van Nuys North sixty-six degrees west five chains and five links to a stone heap for a corner in said Van Nuys' land; thence (8) along lands of John Huff North sixteen degrees east six chains and twenty-seven links to the place of beginning. Containing seventy-five and twenty hundredths acres of land more or less.

Excepting and reserving a tract of six hundred and twenty-five thousandths of an acre more or less conveyed by the said Eleanor A. Pumyea and husband to Gideon H. Hoagland and wife by deed dated May 24, 1888 and recorded in the Somerset County Clerk's office in Book W #6 of Deeds page 402 etc.

Excepting also a right of way twelve feet in width along the southerly side of said premises conveyed by the said Eleanor A. Pumyea and husband to John R. McPherson and others and subject to the right of ingress and egress of William Pfeifer and the owners of other lots westerly of the premises hereby conveyed over and through the defined driveway at the northerly side of said tract.

Being the same premises conveyed to Mike Stander by deed of G. Hilliard Ross and wife bearing date September 8, 1921 and recorded in the Somerset County Clerk's office in Book K No 18 of Deeds on page 91 etc.

Subject to mortgages covering the above described premises aggregating $4500. held by Eleanor A. Pumyea and also subject to a mortgage for $2500. held by G. Hilliard Ross; the payment of the undivided one half of all of said mortgages is assumed by the party of the second part hereto as part of the consideration of this conveyance.

TO HAVE AND TO HOLD said premises with the appurtenances unto the party of the second part his heirs and assigns forever

THE SAID Mike Stander, covenants that he will warrant generally the property hereby conveyed; that he is lawfully seized of the said land; that he has the right to convey the said land to the grantee; that the grantee shall have quiet possession of the said land free of incumbrances except as aforesaid.

AND that he will execute such further assurances of the said lands as may be requisite

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Mike Stander (L. S.)
(L. S.)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Voorhees Kline
($3.00 in Documentary Stamps)

STATE OF NEW JERSEY, }
COUNTY OF Somerset } SS.

BE IT REMEMBERED, That on this thirteenth day of September in the year of our Lord One Thousand Nine Hundred and twenty-three, before me the subscriber, a Master in Chancery of New Jersey personally appeared Mike Stander, unmarried who, I am satisfied, is the grantor mentioned in the within Deed, and to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed;

Voorhees Kline
Master in Chancery of N. J.

DEED.
Mike Stander, unmarried
TO
Ernest Lagler
(In Lead Pencil)
Belle Mead, N J
R F D #1
c/o Mrs Sophie Krall
Dated, September 13, 1923

RECEIVED in the Clerk's Office of the County of Somerset, State of New Jersey, on the 14th day of September A. D. 1923, at 9.15 o'clock in the forenoon, and recorded in Book H #19 of DEEDS for said County, on pages 357 etc.

Fredc N. Voorhees,
Clerk.

Voorhees Kline
Counsellor at Law
Somerville, N. J.
(Pd 1.70)

EXHIBIT C5.

THIS DEED,

Made the thirteenth day of November in the year One Thousand Nine Hundred and twenty-three

BETWEEN Ernest Lagler and Sophia Lagler, his wife of the Township of Hillsborough in the County of Somerset and State of New Jersey party of the first part:

AND Mike Stander of the Township of Hillsborough in the County of Somerset and State of New Jersey party of the second part;

WITNESSETH, That in consideration of One Dollar and other good and valuable consideration lawful money of the United States, the said party of the first part, with GENERAL WARRANTY, do grant, bargain, sell, release and convey unto the said party of the second part his heirs and assigns forever, ALL the undivided one half interest in that certain tract or parcel of land and premises, hereinafter particularly described, situate in the Township of Hillsborough in the County of Somerset and State of New Jersey. Butted and bounded as follows:—

BEGINNING at a stone heap corner of Henry Lane's lot; thence (1) by the same and Henry Ditmar's land south fifty-seven degrees and thirty minutes east thirty-eight chains and fifty-three links to a stone in said line corner of John Huff's land (2) along said Huff's land south twenty degrees and thirty minutes West nineteen chains and fifty-seven links to a stone for a corner in Hugh B. Reed's line; thence (3) along said Reed's land and Peter G. Dilts' lot north sixty-nine degrees west, thirty-two chains and ninety-eight links to a stone heap corner of said Dilts' lot; thence (4) along Theodore Wyckoff's land north twenty-one degrees east six chains and forty links to a stone heap in John Huff's line; thence (5) along said Huff's line north eighty-four degrees east four chains and six links to a stone heap corner of said Huff's land; thence (6) along lands of said Huff and Peter G. Dilts north eight degrees and thirty minutes east twenty chains and ninety links to a stone heap in line of said Dilts; thence (7) along lands of Dilts and Abm. VanNuys North sixty-six degrees west five chains and five links to a stone heap for a corner; in said Van Nuys' land; thence (8) along lands of John Huff north sixteen degrees east six chains and twenty-seven

links to the place of beginning. Containing seventy-five and twenty hundredths acres of land more or less.

Excepting and reserving a tract of six hundred and twenty-five thousandths of an acre more or less conveyed by the said Eleanor A. Pumyea and husband to Gideon H. Hoagland and wife by deed dated May 24, 1888 and recorded in the Somerset County Clerk's office in Book W No 6 of Deeds page 402 etc.

Excepting also a right of way twelve feet in width along the southerly side of said premises conveyed by the said Eleanor A. Pumyea and husband to John R. McPherson and others and subject to the right of ingress and egress of William Pfeifer and the owners of other lots westerly of the premises hereby conveyed, over and through the defined driveway at the northerly side of said tract.

Being the same premises conveyed to the said Ernest Lagler by deed of Mike Stander dated September 13, 1923, and recorded in the Somerset County Clerk's office in Book H No 19 of Deeds on pages 357 etc.

TO HAVE AND TO HOLD said premises with the appurtenances unto the party of the second part his heirs and assigns forever

THE SAID Ernest Lagler covenants that he will warrant generally the property hereby conveyed; that he is lawfully seized of the said land; that he has the right to convey the said land to the grantee; that the grantee shall have quiet possession of the said land free of incumbrances.

AND that he will execute such further assurances of the said lands as may be requisite

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Ernest Lagler (L. S.)
Sophia Lagler (L. S.)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Voorhees Kline
($2.50 in Documentary Stamps)

STATE OF NEW JERSEY, }
COUNTY OF Somerset } SS.

BE IT REMEMBERED, That on this thirteenth day of November in the year of our Lord One Thousand Nine Hundred and twenty-three, before me the subscriber, a Master in Chancery of New Jersey personally appeared Ernest Lagler and Sophia Lagler, his wife, who, I am satisfied, are the grantors mentioned in the within Deed, and to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed;
And the said Sophia Lagler, being by me privately examined, separate and apart from her said husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, FREELY, without any fear, threats or compulsion of her said husband.

Voorhees Kline
Master in Chancery of New Jersey.

DEED.
Ernest Lagler and Sophie Lagler,
his wife
TO
Mike Stander
(In Lead Pencil)

R D #1
Belle Mead N J
Dated, November 13, 1923
RECEIVED in the Clerk's Office of the County of Somerset State of New Jersey, on the 13th day of November A. D. 1923, at 1:00 o'clock in the afternoon, and recorded in Book J-19 of DEEDS for said County, on pages 221 etc.
Fredc N. Voorhees
Clerk

Voorhees Kline
Counsellor at Law
Somerville, N. J.
(Paid 1.55)

EXHIBIT C6.

THIS INDENTURE,

MADE the thirteenth day of September in the year of our Lord One Thousand Nnine Hundred and twenty-three

BETWEEN Ernest Lagler and Sophie Lagler, his wife of the Township of Hillsborough in the County of Somerset and State of New Jersey party of the First Part;

AND Mike Stander of the Township of Hillsborough in the County of Somerset and State of New Jersey party of the Second Part;

WHEREAS, the said Ernest Lagler, is justly indebted to Mike Stander the said party of the Second Part, in the sum of Two thousand two hundred and fifty Dollars, lawful money of the United States of America, secured to be paid by his certain bond

or obligation, bearing even date with these presents, in the penal sum of Four thousand five hundred Dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of Two thousand two hundred and fifty Dollars, lawful money as aforesaid, to the said party of the Second Part, his executors, administrators or assigns, on the thirteenth day of September which will be in the year One Thousand Nine Hundred and twenty-four and interest thereon, to be computed from September 13, 1923 at and after the rate of six per cent. per annum, and to be paid semi-annually

AND IT IS THEREBY EXPRESSLY AGREED that should any default be made in the payment of the said interest or of any part thereof, on any day whereon the same is made payable, as above expressed, or should any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien be hereafter imposed or acquired upon the premises described in this mortgage, and become due and payable, and should the said interest remain unpaid and in arrears for the space of thirty days, or said tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien, or any or either of them remain unpaid and in arrears for the space of thirty days, then and from thenceforth, that is to say, after the lapse or expiration of either of the said periods as the case may be, the aforesaid principal sum of Two thousand two hundred and fifty Dollars, with all arrearage of interest thereon, shall, at the option of the said party of the Second Part, or his legal representatives, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything therein before contained to the contrary thereof in anywise notwithstanding: as by the said

bond or obligation, and the condition thereof, reference being thereunto had, may more fully appear.

NOW, THIS INDENTURE WITNESSETH, That the said party of the First Part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar, to them in hand paid by the said party of the Second Part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm, unto the said party of the Second Part, and to his heirs and assigns forever,

ALL the equal undivided one half interest in and to the tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Hillsborough in the County of Somerset and State of New Jersey. Butted and bounded as follows:

BEGINNING at a stone heap corner of Henry Lane's lot; thence (1) by the same and Henry Ditmar's land south fifty-seven degrees and thirty minutes east thirty-eight chains and fifty-three links to a stone in said line corner of John Huff's land (2) along said Huff's land south twenty degrees and thirty minutes west nineteen chains and fifty-seven links to a stone for a corner in Hugh B. Reed's line; thence (3) along said Reed's land and Peter G. Dilts' lot north sixty-nine degrees west, thirty-two chains and ninety-eight links to a stone heap corner of said Dilts' lot; thence (4) along Theodore Wyckoff's land north twenty-one degrees east six chains and forty links to a stone heap in John Huff's

line; thence (5) along said Huff's line north eighty four degrees east four chains and six links to a stone heap corner of said Huff's land; thence (6) along lands of said Huff and Peter G. Dilts north eight degrees and thirty minutes east twenty chains and ninety links to a stone heap in line of said Dilts; thence (7) along lands of Dilts and Abm. Van Nuys north sixty-six degrees west five chains and five links to a stone heap for a corner, in said Van Nuys' land; thence (8) along lands of John Huff north sixteen degrees east six chains and twenty-seven links to the place of Beginning. Containing seventy-five and twenty hundredths acres of land more or less.

Excepting and reserving a tract of six hundred and twenty-five thousandths of an acre more or less conveyed by the said Eleanor A. Pumyea and husband to Gideon H. Hoagland and wife by deed dated May 24, 1888 and recorded in the Somerset County Clerk's office in Book W #6 of Deeds, page 402 etc.

Excepting also a right of way twelve feet in width along the southerly side of said premises conveyed by the said Eleanor A. Pumyea and husband to John R. McPherson and others and subject to the right of ingress and egress of William Pfeifer and the owners of other lots westerly of the premises hereby conveyed, over and through the defined driveway at the northerly side of said tract.

Being the same premises conveyed to Ernest Lagler by deed of Mike Stander, unmarried, bearing even date herewith and about to be recorded.

This mortgage is given to secure a part of the purchase price in said deed mentioned.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. AND ALSO, all the estate,

right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the First Part, of, in and to the same, and every part and parcel thereof, with the appurtenances: TO HAVE AND TO HOLD, the above granted and described premises with the appurtenances, unto the said party of the Second Part, his heirs and assigns, to his their own proper use, benefit and behoof forever. PROVIDED ALWAYS, and these presents are upon this express condition, that if the said party of the First Part, their heirs, executors or administrators, shall well and truly pay unto the said party of the Second Part, his executors, administrators or assigns, the said sum of money mentioned in the condition of said bond or obligation, and the interest thereon, at the time and times, and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void.

AND the said Ernest Lagler for himself, his heirs, executors and administrators, does covenant and agree to pay unto the said party of the Second Part, his heirs, executors, administrators or assigns, the said sum of money and interest, as mentioned above and expressed in the conditions of the said bond.

AND IT IS AGREED that neither the mortgagors, nor the heirs or assigns of the mortgagors, shall be entitled to any credit on the interest payable on this mortgage for the taxes which may be levied on the mortgaged premises or for any part of such taxes.

AND it is also agreed by and between the parties to these presents, that the said party of the First Part shall and will keep the building or buildings erected and to be erected upon the lands above conveyed insured against loss or damage by fire, in

some safe and responsible Insurance Company or Companies, to an amount not less than Two thousand two hundred and fifty Dollars, and assign the policy and certificate thereof to the said party of the Second Part as collateral security for the payment of the principal and interest aforesaid; and in default thereof, it shall be lawful for the said party of the Second Part to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, and payable on demand with legal interest.

IN WITNESS WHEREOF, the said party of the First Part, have hereunto set their hands and seals the day and year first above written.

Ernest Lagler
Sophia Lagler

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Voorhees Kline

STATE OF NEW JERSEY, }
COUNTY OF Somerset } SS.:

BE IT REMEMBERED, That on this thirteenth day of September in the year of our Lord, One Thousand Nine Hundred and twenty-three before me, the subscriber, a Master in Chancery of New Jersey personally appeared Ernest Lagler and Sophie Lagler, his wife who I am satisfied are the grantors mentioned in the within Indenture, and to whom I first made known the contents thereof, and thereupon they acknowledged that they signed,

sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

AND the said Sophie Lagler, being by me privately examined, separate and apart from her husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, FREELY, without any fear, threats or compulsion of her said husband.

Voorhees Kline
Master in Chancery of N. J.

Nov 13 1923

Received full satisfaction of the within mortgage and the Clerk of Somerset County is hereby authorized to cancel the same of record.

Mike Stander

MORTGAGE
Ernest Lagler and Sophie Lagler,
his wife
TO
Mike Stander
(In Lead Pencil)
R D #1
Belle Mead N J
c/o Mrs Sophie Krall
Dated September 13, 1923
RECEIVED in the Clerk's Office of the County of Somerset, N. J., on the 14th day of September A. D., 1923, at 9.15 o'clock in the forenoon, and recorded

in Book E #10 of MORTGAGES for said County, on pages 338 etc.

Fredc N. Voorhees,
Clerk.

(Rubber Stamp)
CANCELLED OF RECORD.
November 13, 1923
Fredc N Voorhees
Clerk Somerset County
Registered
Voorhees Kline
Counsellor at Law
Somerville, N. J.
(Pd 1.15)

EXHIBIT C7.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Mike Stander, of the Township of Hillsborough in the County of Somerset and State of New Jersey am held and firmly bound unto Ernest Lagler of the Township of Hillsborough in the County of Somerset and State of New Jersey in the penal sum of Four thousand Dollars, lawful money of the United States of America, to be paid to the said Ernest Lagler his executors, administrators or assigns: FOR WHICH PAYMENT well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents. Sealed with my seal Dated the thirteenth day of November One Thousand Nine Hundred and twenty-three

THE CONDITION of the above obligation is such that if the above bounden Mike Stander, his heirs, executors or administrators, shall well and truly

pay, or cause to be paid unto the above named Ernest Lagler, his executors, administrators or assigns, the just and full sum of Two thousand Dollars, on the thirteenth day of May which will be in the year One Thousand Nine Hundred and twenty-four and the interest thereon, to be computed from November 13, 1923 at and after the rate of six per cent. per annum, and to be paid semi-annually without any fraud or other delay then the above obligation to be void, otherwise to remain in full force and virtue.

AND IT IS HEREBY EXPRESSLY AGREED, that should any default be made in the payment of the said interest, or of any part thereof, on any day whereon the same is made payable, as above expressed, or should any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien be hereafter imposed or acquired upon the premises described in the mortgage accompanying this bond, and become due and payable; and should the said interest remain unpaid and in arrear for the space of thirty days, or said tax, assessment, water rent, or other municipal or governmental rate, charge, imposition or lien, or any or either of them, remain unpaid and in arrear for the space of thirty days, then and from thenceforth, that is to say, after the lapse or expiration of either of the said periods, as the case may be, the aforesaid principal sum of money, or so much thereof as may then remain unpaid, with all arrearage of interest thereon, shall, at the option of the said obligee, or the legal representatives of the said obligee, become and be due and payable immediately thereafter, although the period first above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

AND IT IS FURTHER EXPRESSLY AGREED, that the said obligor shall not be entitled to and will not claim any credit on the interest payable on the mortgage securing this bond for taxes which may be levied upon the mortgaged premises, or for any part of said taxes.

Mike Stander

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Voorhees Kline

($1.00 in Documentary Stamp)

Date	Amount Paid	Principal	Interest	Signature
1924	to May 13th			
May 13	Sixty Dollars		60.00	Ernest Lagler

BOND.

Mike Stander

TO

Ernest Lagler

Amount, $2000.—

Date, November 13, 1923

Due May 13, 1924

Interest Payable, 6% semi-annually

Voorhees Kline

Counsellor at Law

Somerville, N. J.

EXHIBIT C8.

THIS INDENTURE,

MADE the thirteenth day of November in the year of our Lord One Thousand Nine Hundred and twenty-three

BETWEEN Mike Stander, unmarried of the

Township of Hillsborough in the County of Somerset and State of New Jersey party of the First Part;

AND Ernest Lagler of the Township of Hillsborough in the County of Somerset and State of New Jersey party of the Second Part:

WHEREAS, the said Mike Stander, is justly indebted to Ernest Lagler, the said party of the Second Part, in the sum of Two thousand Dollars, lawful money of the United States of America, secured to be paid by his certain bond or obligation, bearing even date with these presents, in the penal sum of Four thousand Dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of Two thousand Dollars, lawful money as aforesaid, to the said party of the Second Part, his executors, administrators or assigns, on the thirteenth day of May which will be in the year One Thousand Nine Hundred and twenty-four and interest thereon, to be computed from November 13, 1923 at and after the rate of six per cent. per annum, and to be paid semi-annually

AND IT IS THEREBY EXPRESSLY AGREED that should any default be made in the payment of the said interest or of any part thereof, on any day whereon the same is made payable, as above expressed, or should any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien be hereafter imposed or acquired upon the premises described in this mortgage, and become due and payable, and should the said interest remain unpaid and in arrears for the space of thirty days, or said tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien, or any or either of them remain unpaid and in arrears for the space of thirty days, then and from thenceforth, that is to say, after the lapse or expiration of either of the said periods as

the case may be, the aforesaid principal sum of Two thousand Dollars, with all arrearage of interest thereon, shall, at the option of the said party of the Second Part, or his legal representatives, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything therein before contained to the contrary thereof in anywise notwithstanding: as by the said bond or obligation, and the condition thereof, reference being thereunto had, may more fully appear.

NOW, THIS INDENTURE WITNESSETH, That the said party of the First Part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar, to him in hand paid by the said party of the Second Part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm, unto the said party of the Second Part, and to his heirs and assigns forever,

ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Hillsborough in the County of Somerset and State of New Jersey. Butted and bounded as follows:

BEGINNING at a stone heap corner of Henry Lane's lot; thence (1) by the same and Henry Ditmar's land south fifty-seven degrees and thirty minutes east thirty-eight chains and fifty-three links to a stone in said line corner of John Huff's land (2) along said Huff's land south twenty degrees and

thirty minutes west nineteen chains and fifty-seven links to a stone for a corner in Hugh B. Reed's line; thence (3) along said Reed's land and Peter G. Dilts' lot north sixty-nine degrees west, thirty-two chains and ninety-eight links to a stone heap corner of said Dilts' lot; thence (4) along Theodore Wyckoff's land north twenty-one degrees east six chains and forty links to a stone heap in John Huff's line; thence (5) along said Huff's line north eighty-four degrees east four chains and six links to a stone heap corner of said Huff's land; thence (6) along lands of said Huff and Peter G. Dilts north eight degrees and thirty minutes east twenty chains and ninety links to a stone heap in line of said Dilts; thence (7) along lands of Dilts and Abm. Van Nuys north sixty-six degrees west five chains and five links to a stone heap for a corner; in said Van Nuys' land; thence (8) along lands of John Huff north sixteen degrees east six chains and twenty-seven links to the place of Beginning. Containing seventy-five and twenty hundredths acres of land more or less.

Excepting and reserving a tract of six hundred and twenty-five thousands of an acre more or less conveyed by the said Eleanor A. Pumyea and husband to Gideon H. Hoagland and wife by deed dated May 24, 1888 and recorded in the Somerset County Clerk's office in Book W No 6 of Deeds, page 402 etc.

Excepting also a right of way twelve feet in width along the southerly side of said Premises conveyed by the said Eleanor A. Pumyea and husband to John R. McPherson and others and subject to the right of ingress and egress of William Pfeifer and the owners of other lots westerly of the premises hereby conveyed, over and through the defined driveway at the northerly side of said tract.

Being the same premises conveyed to the said Mike Stander by deed of G. Hilliard Ross and wife dated September 8, 1921 and recorded in said Clerk's office in Book K 18 of Deeds page 91 and of which the said Mike Stander conveyed an undivided one half interest to said Ernest Lagler by deed dated September 13, 1923 and recorded in the said Clerk's office in Book H No. 19 of Deeds on pages 357 etc.

The said Ernest Lagler having reconveyed his said undivided one half interest to the said Mike Stander by deed bearing even date herewith and about to be recorded, this mortgage being given to secure a part of the purchase money in said last named deed mentioned.

TOGETHER with all and singular the tenements, hereditaments, and appurtenancese thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. AND ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the First Part, of, in and to the same, and every part and parcel thereof, with the appurtenances: TO HAVE AND TO HOLD, the above granted and described premises with the appurtenances, unto the said party of the Second Part, his heirs and assigns, to his or their own proper use, benefit and behoof forever. PROVIDED ALWAYS, and these presents are upon this express condition, that if the said party of the First Part, his heirs, executors or administrators, shall well and truly pay unto the said party of the Second Part, his executors, administrators or assigns, the said sum of money mentioned in the condition of said bond or obligation, and the interest thereon, at the time and times, and in the manner

mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void.

AND the said Mike Stander for himself, his heirs, executors and administrators, does covenant and agree to pay unto the said party of the Second Part, his heirs, executors, administrators or assigns, the said sum of money and interest, as mentioned above and expressed in the conditions of the said bond.

AND IT IS AGREED that neither the mortgagor, nor the heirs or assigns of the mortgagor, shall be entitled to any credit on the interest payable on this mortgage for the taxes which may be levied on the mortgaged premises or for any part of such taxes.

AND it is also agreed by and between the parties to these presents, that the said party of the First Part shall and will keep the building or buildings erected and to be erected upon the lands above conveyed insured against loss or damage by fire, in some safe and responsible Insurance Company or Companies, to an amount not less than

Dollars,

and assign the policy and certificate thereof to the said party of the Second Part as collateral security for the payment of the principal and interest aforesaid; and in default thereof, it shall be lawful for the said party of the Second Part to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, and payable on demand with legal interest.

IN WITNESS WHEREOF, the said party of the First Part, has hereunto set h (part of mortgage torn off) hand and seal the day and year first above written.

Mike Stander

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Voorhees Kline

STATE OF NEW JERSEY, }
COUNTY OF Somerset } SS.:

BE IT REMEMBERED, That on this thirteenth day of November in the year of our Lord, One Thousand Nine Hundred and twenty-three before me, the subscriber, a Master in Chancery of New Jersey personally appeared Mike Stander, unmarried, who I am satisfied is the grantor mentioned in the within Indenture, and to whom I first made known the contents thereof, and thereupon he acknowledged that he si (part of mortgage torn off) sealed and delivered the same as his voluntary act and deed for the uses and pur (part of mortgage torn off) expressed.

Voorhees Klein
Master in Chancery of N. J.

Somerville, N. J. Nov. 3, 1926.

Received full satisfaction of the within mortgage and the Clerk of the County of Somerset is hereby authorized to cancel the same of record.

Olive M. Kershaw

MORTGAGE
Mike Stander, unmarried
TO
Ernest Lagler
(In Lead Pencil)

address to be received.
c/o Frank Schneider
Belle Mead N. J.
Dated November 13, 1923
RECEIVED in the Clerk's Office of the County of Somerset, N. J., on the 13th day of November A. D., 1923, at 1:01 o'clock in the afternoon, and recorded in Book H #10 of MORTGAGES for said County, on pages 162 etc.

Fredc N. Voorhees,
Clerk.

Voorhees Kline
Counsellor at Law
Somerville, N. J.
(Paid 1.30)
(Rubber Stamp)
CANCELLED OF RECORD.
November 3d 1926
Fredc N. Voorhees
Clerk of Somerset County
Registered

EXHIBIT C9.

KNOW ALL MEN BY THESE PRESENTS, THAT I, Mike Stander of the Township of Hillsborough, Somerset County, New Jersey of the First Part, for and in consideration of the sum of One Dollar and other good and valuable consideration, lawful money of the United States, to me in hand paid at or before the ensealing and delivery of these

presents, by Ernest Lagler of the Township of Hillsborough of the County of Somerset and State of New Jersey, of the Second Part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey, unto the said party of the Second Part, his heirs and assigns, the goods and chattels particularly described and mentioned an equal undivided one half interest in all the personal property now on the farm owned by the party of the first part, situate in Hillsborough Township, Somerset County, New Jersey, and equal undivided one half interest in which is this day conveyed by the party of the first part to the party of the second part, consisting of all growing grains, all harvested grains and crops, farming utensils and machinery, live stock, horses, cattle, chickens, all tools, International Motor truck, excepting only therefrom the household furniture, kitchen utensils and contents of the house.

TO HAVE AND TO HOLD, the same unto the said party of the Second Part, his heirs and assigns, forever. AND I do for myself, my heirs, executors, and administrators, covenant and agree, to and with the said party of the Second Part, to warrant and defend the sale of the said goods and chattels hereby sold unto the said party of the Second Part, his heirs and assigns, against all and every person and persons whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the thirteenth day of September in the year of Our Lord One Thousand Nine Hundred and twenty-three.

Mike Stander (Seal)

Sealed and Delivered
in the presence of
Voorhees Kline

November 13, 1923.

I, Ernest Lagler in consideration of One Dollar to me in hand paid receipt whereof is hereby acknowledged, do hereby grant and convey to Mike Stander, all my undivided one half interest in the personal property conveyed by the within bill of sale and covenant and agree with the said Ernest Lagler to warrant and defend said sale against all and every person or persons whatsoever.

Ernest Lagler

Signed, sealed and delivered
in the presence of
Voorhees Kline

BILL OF SALE
Mike Stander,
to
Ernest Lagler
Dated September 13, 1923
Voorhees Kline,
Somerville, N. J.

EXHIBIT C10.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Mike Stander of the Township of Hillsborough in the County of Somerset and State of New Jersey am held and firmly bound unto Stephen Masarik of the City of New York in the County of New York and State of New York in the penal sum of Two Thousand Dollars lawful money of the United States of America, to be paid to the said

Stephen Masarik his executors, administrators or assigns: FOR WHICH PAYMENT well and truly to be made, I bind myself my heirs, executors and administrators, firmly by these presents. Sealed with my seal Dated the Twelfth day of May One Thousand Nine Hundred and twenty-four

THE CONDITION of the above obligation is such that if the above bounden Mike Stander his heirs, executors or administrators, shall well and truly pay, or cause to be paid unto the above named Stephen Masarik his executors, administrators or assigns, the just and full sum of One Thousand Dollars on the Twelfth day of May which will be in the year One Thousand Nine Hundred and twenty-five and the interest thereon, to be computed from May 12, 1924 at and after the rate of Six per cent. per annum, and to be paid semi-annually. without any fraud or other delay, then the above obligation to be void, otherwise to remain in full force and virtue.

AND IT IS HEREBY EXPRESSLY AGREED, that should any default be made in the payment of the said interest, or of any part thereof, on any day whereon the same is made payable, as above expressed, or should any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien be hereafter imposed or acquired upon the premises described in the mortgage accompanying this bond, and become due and payable; and should the said interest remain unpaid and in arrear for the space of thirty days, or said tax, assessment, water rent, or other municipal or governmental rate, charge, imposition or lien, or any or either of them, remain unpaid and in arrear for the space of thirty days, then and from thenceforth, that is to say, after the lapse or expiration of either of the said periods, as the case may be, the aforesaid principal sum of

money, or so much thereof as may then remain unpaid, with all arrearage of interest thereon, shall, at the option of the said obligee, or the legal representatives of the said obligee, become and be due and payable immediately thereafter, although the period first above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

AND IT IS FURTHER EXPRESSLY AGREED, that the said obligor shall not be entitled to and will not claim any credit on the interest payable on the mortgage securing this bond for taxes which may be levied upon the mortgaged premises, or for any part of said taxes.

Mike Stander
Sophie Krall

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
Voorhees Kline
(50 cents in Documentary Stamp)

BOND.

Mike Stander
unmarried
TO
Stephen Masarik

Amount, $1000.—
Date, May 12, 1924
Due, May 12, 1925
Interest Payable, semi-annually

Voorhees Kline
Counsellor at Law
Somerville, N. J.

EXHIBIT C11.

THIS INDENTURE,

MADE the Twelfth day of May in the year of our Lord One Thousand Nine Hundred and Twenty-four.

BETWEEN Mike Stander, unmarried of the Township of Hillsborough in the County of Somerset and State of New Jersey party of the First Part;

AND Stephen Masarik of the City of New York in the County of New York and State of New York party of the Second Part;

WHEREAS, the said Mike Stander is justly indebted to the said party of the Second Part, in the sum of One Thousand Dollars Dollars lawful money of the United States of America, secured to be paid by his certain bond or obligation, bearing even date with these presents, in the penal sum of Two Thousand Dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of One Thousand Dollars, lawful money as aforesaid, to the said party of the Second Part, his executors, administrators or assigns, on the Twelfth day of May which will be in the year One Thousand Nine Hundred and twenty-five and interest thereon, to be computed from May 12, 1924 at and after the rate of Six per cent. per annum, and to be paid semi-annually.

AND IT IS THEREBY EXPRESSLY AGREED that should any default be made in the payment of the said interest or of any part thereof, on any day whereon the same is made payable, as above expressed, or should any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien be hereafter imposed or acquired upon the premises described in this mortgage, and

become due and payable, and should the said interest remain unpaid and in arrears for the space of thirty days, or said tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien, or any or either of them remain unpaid and in arrears for the space of thirty days, then and from thenceforth, that is to say, after the lapse or expiration of either of the said periods as the case may be, the aforesaid principal sum of One Thousand Dollars with all arrearage of interest thereon, shall, at the option of the said party of the Second Part, or his legal representatives, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything therein before contained to the contrary thereof in anywise notwithstanding: as by the said bond or obligation, and the condition thereof, reference being thereunto had, may more fully appear.

NOW, THIS INDENTURE WITNESSETH, That the said party of the First Part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar, to him in hand paid by the said party of the Second Part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm, unto the said party of the Second Part, and to his heirs and assigns forever,

ALL all that tract or parcel of land and premises, hereinafter particularly described, situate, lying and

being in the Township of Hillsborough in the County of Somerset and State of New Jersey.

BEGINNING at a stone heap corner of Henry Lane's lot; thence (1) by the same and Henry Ditmar's land South fifty-seven degrees and thirty minutes east thirty-eight chains and fifty-three links to a stone in said line corner of John Huff's land (2) along said Huff's land South twenty degrees and thirty minutes west nineteen chains and fifty-seven links to a stone for a corner in Hugh B. Reed's line; thence (3) along said Reed's land and Peter G. Dilt's lot North sixty-nine degrees west, thirty-two chains and ninety-eight links to a stone heap corner of said Dilt's lot; thence (4) along Theodore Wyckoff's land North twenty-one degrees east six chains and forty links to a stone heap in John Huff's line; thence (5) along said Huff's line North eighty-four degrees east four chains and six links to a stone heap corner of said Huff's land; thence (6) along lands of said Huff and Peter G. Dilts North eight degrees and thirty minutes east twelve chains and ninety links to a stone heap in line of said Dilts; thence (7) along lands of said Dilts and Abm. Van-Nuys North sixty-six degrees west five chains and five links to a stone heap for a corner in said Van Nuys' land; thence (8) along lands of said John Huff North sixteen degrees east six chains and twenty-seven links to the place of BEGINNING. Containing seventy-five and twenty hundredths acres of land more or less.

Being the same premises conveyed to the said Mike Stander by deed of G. Hillard Ross dated September 8, 1921 and recorded in Book K 18 of Deeds page 91; and undivided one-half of which was conveyed from Mike Stander to Ernest Lagler September 13, 1923 recorded in Book H 19 page 357 by

said Lagler and reconveyed to said Stander November 13, 1923 and recorded in Book J 19 page 221.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. AND ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the First Part, of, in and to the same, and every part and parcel thereof, with the appurtenances: TO HAVE AND TO HOLD, the above granted and described premises with the appurtenances, unto the said party of the Second Part, his heirs and assigns, to his and their own proper use, benefit and behoof forever. PROVIDED ALWAYS, and these presents are upon this express condition, that if the said party of the First Part, his heirs, executors or administrators, shall well and truly pay unto the said party of the Second Part, his executors, administrators or assigns, the said sum of money mentioned in the condition of said bond or obligation, and the interest thereon, at the time and times, and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void.

AND the said Mike Stander for himself his heirs, executors and administrators, do covenant and agree to pay unto the said party of the Second Part, his heirs, executors, administrators or assigns, the said sum of money and interest, as mentioned above and expressed in the conditions of the said bond.

AND IT IS AGREED that neither the mortgagor, nor the heirs or assigns of the mortgagor, shall be entitled to any credit on the interest payable on this

mortgage for the taxes which may be levied on the mortgaged premises or for any part of such taxes.

AND it is also agreed by and between the parties of these presents, that the said party of the First Part shall and will keep the building or buildings erected and to be erected upon the lands above conveyed insured against loss or damage by fire, in some safe and responsible Insurance Company or Companies, to an amount not less than One Thousand Dollars, and assign the policy and certificate thereof to the said party of the Second Part as collateral security for the payment of the principal and interest aforesaid; and in default thereof, it shall be lawful for the said party of the Second Part to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, and payable on demand with legal interest.

IN WITNESS WHEREOF, the said party of the First Part, has hereunto set his hand and seal the day and year first above written.

Mike Stander

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Voorhees Kline

STATE OF NEW JERSEY, }
COUNTY OF Somerset } SS.:

BE IT REMEMBERED, That on this Twelfth day of May in the year of our Lord, One Thousand Nine Hundred and twenty-four before me, the subscriber, a Master In Chancery of N. J. personally appeared Mike Stander, unmarried who I am satisfied is the grantor mentioned in the within Inden-

ture, and to w (part of Mortgage torn off) made known the contents thereof, and thereupon he acknowledged that he (part of Mortgage torn off) sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

Voorhees Kline
A Master In Chancery of N. J.

May 1925
Received full payment of the within mortgage and the Clerk of Somerset County is hereby authorized to cancel the same of record

Stephen Masarik.
(name)

Personally appeared, Stephen Masaryk, subscribed and sworn to before me this 15th day of May 1925.

T. H. Leonard Robins.
(Seal) Notary Public (State of Conn.)

MORTGAGE
Mike Stander,
unmarried
TO
Stephen Masarik
(In Lead Pencil)
453 E. 84th St
N. Y
Dated May 12 1924
RECEIVED in the Clerk's Office of the

County of Somerset N. J., on the 17th day of May A. D., 1924 at 10:45 o'clock in the forenoon, and recorded in Book K-10 of MORTGAGES for said County, on pages 168 etc

Fredc N. Voorhees
Clerk

(Rubber Stamp)
CANCELLED OF RECORD.
May 18-1925
Fredc N. Voorhees
Clerk of Somerset County

V. K.

(Paid 3.00)

EXHIBIT C12.

Sept. 16, 1927.

Received this day of Mike Stander Sixty Dollars (60.00/100) as one half of the half years interest. Due Oct. 1, 1927. Mary S. Cain Extx.

EXHIBIT C13.

COVERT'S GARAGE
Neshanic Station, N. J. June 13, 1921.

Sophie Krall, M. Stander

1 Osborne mower	85.00
1 Oliver plow	25.00
Spike tooth harrow	25.00
	135.00

Recd payment
A. R. Covert A. N.

EXHIBIT C14.

S. P.
Telephone Plainfield 4260. Plainfield N. J.
Mike Stander—Sophie Krall
PINE GROVE STOCK FARM
Fresh Cows, Beef Cows and Calves
Exchanges made
Rock Avenue.
R. F. D. #2.

1921.
June 5, 2 cows @ $100.....200.
1 Horse 75.
1923.
Oct. 13 3 cows, 95- 105- 75.....275.

550.—

Paid
Max Ogens.

EXHIBIT C15.

$206.20 Bound Brook, N. J. Feb. 27, 1922.
Two months after date we or either of us promise to pay to the order of Ambroy Kralovic, at the BOUND BROOK TRUST COMPANY.....
Two Hundred six & 20/100.....Dollars

Mike Stander
Kral

Value received.
Due Apr. 27/22
No.
Endorsed Ambroy Kralovic.

EXHIBIT C16.

(Four notes and bill of sale as follows:)

(1.)

$250.00 Sept. 22, 1924

One Month after date we, or either promise to pay to the order of Mrs. Fanny B. Decker, Two Hundred and Fifty 00/100 Dollars at First National Bank, White House Sta. N. J.

Value received. With interest at per cent per annum

Mike Stander.
Sophie Krall.

No. Due
Endorsed (Fanny B. Decker.

(2.)

White House Station, N. J. Nov. 22, 1923 NO.

Six months after date for value received we or either of us promise to pay to the order of ($406.20
Paid. (106.20

Fannie B. Decker,.....($300.00
Four Hundred Six 20/100 Dollars
at THE FIRST NATIONAL BANK OF WHITE-HOUSE STATION, N. J.

Sophie Krall, Belle Meade
Mike Stander, Belle Meade

Due May 22.
(endorsed Fannie B. Decker.
Ellis Tiger Co., W. J. T. President.

---

(3)

Whitehouse Station N. J. May 22, 1924 No.

Three (3) Months after date for value received I promise to pay to the order of Fanny B. Decker
($300 00/100
Three hundred 00/100 Dollars (
at The FIRST NATIONAL BANK OF WHITE HOUSE STATION, N. J.

Sophie Krall,
Mike Stander.

Due Aug. 22.
Endorsed Fanny B. Decker
Ellis Tiber Co., W. J. T. President.

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(4).

CONDITIONAL SALES NOTE

Due Gladstone, N. J., Aug. 22, 1924.

For value received, the subscriber, of the Town of Belle Meade in the County of Somerset, State of New Jersey, promises to pay to the order of Ellis Tiger Co., Gladstone, N. J. ($300.00 One Month after date Three Hundred 00/100 Dollars ($300.00) payable at First National Bank White House, N. J., with interest at the rate of six per cent, per annum, payable monthly, from date until paid; also attorney's fees in case suit is brought to collect this note.

The consideration of this note is the conditional sale and delivery to me of a Renewal Automobile, manufacturer's No....., and the express condition of such sale and delivery is that the title and ownership thereof is and shall remain in the name of Ellis Tiger Co., until note and interest are paid in full, and said Ellis Tiger Co., has full power to declare this note due and take possession of said automobile wherever the same may be, whenever

he may deem himself insecure and sell same at public or private sale, with or without notice and credit amount received less expenses on this note.

(signed) Sophie Krall
" Mike Stander

Witness
Witness.
(Endorsed Fanny B. Decker.)

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(5)

BILL OF SALE.

Gladstone, N. J. May 26th, 1924.

Ellis Tiger Company
Gladstone, N. J.
Gentlemen:—

Please enter my order for one Model used Cleveland Tractor—plows Belt etc automobile, complete with Four Hundred Six—20 for which I agree to pay you the sum of Four Hundred Six—20 Dollars.

I herewith hand you.....Dollars. as deposit on the purchase price and the balance, namely.....Dollars, I agree to liquidate as follows upon delivery of said car at your salesroom:

One Hundred Six 20/ Dollars in cash

Three Hundred in negotiable promissory notes to your order, dated the day of delivery and payable at intervals of three months, the first note to be payable Aug 22 1924, and the last Aug 22, 1926 these notes are to bear interest at six per cent, and are to be payable at First National Bank, Whitehouse, N. J. the car is to be delivered within a reasonable time.

It is further understood that the Ellis Tiger Com-

pany, Incorporated, are and shall remain the sole owners of the said automobile until the above is fully complied with and the full purchase price and all notes are paid in cash, whereupon the automobile will become the property of the undersigned.

I hereby charge my separate estate with this obligation it being for the benefit thereof

Witness.

accepted. Ellis Tiger Company, Incorporated
by. W. J. T.

Sophie Krall
Mike Stander.

Belle Meade, N J
Somerset County.

STATE OF NEW JERSEY, }
COUNTY OF SOMERSET }

Be it remembered that on this Twenty-seventh day of May, Nineteen hundred and twenty-four, before me the subscriber, Alice M. Bartles, personally came William J. Tiger, of full age, who being by me duly sworn on his oath saith that he saw the within named Sophie Krall & Mike Stander sign and deliver the within named instrument as his voluntary act and deed and that deponent at the same time signed the same as subscribing witness.

Wm J. T.

Sworn and subscribed to
before me this 27th
day of May, 1924.

Alice M. Bartles
Notary Public.

Seal.

EXHIBIT C17.

THIS INDENTURE,

Made the Twenty-six day of November, in the year of our Lord One Thousand Nine Hundred and Twenty-one

BETWEEN Mike Stander of the Township of Hillsborough in the County of Somerset and State of New Jersey party of the first part;

AND Sophie Krall of the Township of Hillsborough in the County of Somerset and State of New Jersey party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of One ($1.00) Dollar and other good and valuable consideration lawful money of the United States of America, to him in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to her heirs and assigns, forever, ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Hillsborough in the County of Somerset and State of New Jersey

Butted and bounded as follows:—Beginning at a stone heap corner of Henry Lane's lot; thence (1) by the same and Henry Ditmar's land South fifty-seven degrees and thirty minutes East thirty-eight

chains and fifty-three links to a stone in said line corner of John Huff's land (2) along said Huff's land South twenty degrees and thirty minutes West nineteen chains and fifty-seven links to a stone for a corner in Hugh B. Reed's line; thence (3) along said Reed's land and Peter G. Dilt's lot North sixty-nine degrees West, thirty-two chains and ninety-eight links to a stone heap corner of said Dilts lot; thence (4) along Theodore Wyckoff's land North twenty-one degrees East six chains and forty links to a stone heap in John Huff's line; thence (5) along said Huff's line North eighty-four degrees east four chains and six links to a stone heap corner of said Huff's land; thence (6) along lands of said Huff and Peter G. Dilts North eight degrees and thirty minutes east twenty chains and ninety links to a stone heap in line of said Dilts; thence (7) along lands of Dilts and Abm. Van Nuys North sixty-six degrees West five chains and five links to a stone heap for a corner; in said Van Nuys' land; thence (8) along lands of John Huff North sixteen degrees East six chains and twenty-seven links to the place of beginning. Containing seventy-five and twenty hundredths acres of land more or less.

Excepting and reserving a tract of six hundred and twenty-five thousandths of an acre more or less conveyed by the said Eleanor A. Pumyea and husband to Gideon H. Hoagland and wife by deed dated May 24, 1888 and recorded in the Somerset County Clerk's Office in Book W No. 6 of Deeds, Page 402, etc.

Excepting also a right of way twelve feet in width along the Southerly side of said premises conveyed by the said Eleanor A. Pumyea and husband to John R. McPherson and others and subject to the right of ingress and egress of William Pfeifer and the owners of other lots Westerly of the premises here-

by conveyed, over and through the defined driveway at the Northerly side of said tract.

Being the same premises conveyed to party of the first part by deed of G. Hilliard Ross, Single, and recorded in the Somerset County Clerk's Office

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever:

AND the said Mike Stander, his

for himself, his heirs, executors and administrators, does covenant, promise and agree to and with the said party of the second part, her and assigns, that he has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Mike Stander (Seal)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Frederick A McCullough
M. C. C. of N. J.

STATE OF NEW JERSEY, }
COUNTY OF Somerset } SS.:

BE IT REMEMBERED, That on this Twenty-sixth day of November in the year of our Lord One Thousand Nine Hundred and Twenty-one, before me, the subscriber, a Master in Chancery of New Jersey, personally appeared Mike Stander, Single, who, I am satisfied, is the grantor mentioned in the within Instrument to whom I first made known the contents thereof, and thereupon her acknowledged that, her signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed,

Frederick A McCullough
M. C. C. of N. J.

DEED.

Mike Stander, Single,
TO
Sophie Krall
(In lead pencil.)

Mail to

Belle Meade
R D 1
box 52

Dated, November 26, 1921

RECEIVED in the Clerk's Office of the County of Somerset on the 3d day of November A. D., 1921, at 11:45 o'clock, in the forenoon, and Recorded in Book O #20 of DEEDS for said County, on page 381 &c.

Fredc N. Voorhees,
Clerk.

(In lead pencil.)

Nov. 3/26

Sp Delivery 15c
(Pd 1.95)

EXHIBIT C18.

$1000. Somerville, N. J. May 12, 1925.

Three months after date I promise to pay to the order of Voorhees Kline at the SOMERVILLE TRUST COMPANY, Somerville, N. J. One Thousand and 00/100 Dollars. with interest.
For value received.

Sophie Krall.
Mike Stander

EXHIBIT C19.

LINDABURY & STEELMAN
Counselors at Law
Essex Building
Newark, N. J.

Harrison P. Lindabury
Andrew J. Steelman

February 5, 1924

Voorhees Kline, Esq.,
Somerville,
N. J.

Dear Sir:

The New York and New Jersey Joint Stock Land Bank of Newark has granted a loan of $3000. to Mike Studer and Sophie Kroll, of Belle Mead, N. J.,

covering a tract of 75.20 acres more or less, situate in the Township of Hillsborough, Somerset County, N. J., conveyed to Mike Stander by G. Hilliard Ross and wife by deed dated September 8, 1921, recorded in Book K18 of Deeds for Somerset County, page 91, &c., which deed we enclose herewith. We also enclose abstract of title covering premises in question made by Frederick A. McCullough under date of June 1, 1921.

We would appreciate it if you would examine this title and order official tax search and send us the result of your examination together with necessary plottings at your earliest convenience.

Yours truly,

Lindabury & Steelman

Encs.
FES—

EXHIBIT D1.

Belle Mead N J. Aug 30 1926

This date received ½ yearly Interest from Sophie Krall on mortgage I hold on farm in Hillsborough Township Som. Co. N. J.

J V D Pumyea

One Hundred & twenty Dollars

Belle Mead N J Mch 10, 1927

Received this day of Mrs Sophie Krall 120 Dollars ½ years interest on mortgage due Apl 1st next.

J. V. D. Pumyea.

#135.00

Belle Mead N. J. Sept 29 1923

Received of Sophie Krall One Hundred and thirty-five Dollars half yearly interest on Mortgage on farm due Oct 1st

And also

Received Five Hundred Dollars on principal of Mortgage which I hold.

J. V. D. Pumyea.

---

324 Browning Rd. Sept 16 21

Mrs Sophie Klass,

Dear Madam,

You will please take notice that the ½ yearly interest on mortgage on the farm One Hundred and Thirty-five Dollars $135.00 will fall due & payable on Oct first next at 324 Browning Road W. Collingswood N. J. without defalcation or discount, so please attend to it promptly to save further trouble and you will very greatly oblige.

Yours very Respectfully,

J. V. D. Pumyea.

Sept 30, 1921

Received of Sophie Klass the sum of $57 50/100 which with $77.50 in my hands makes $135. interest due on Pumyea mortgage.

F A McCullough.

Belle Meade N. J. Apl 3, 1923

Received this day of Sophie Kall 135 Dollars ½ yearly interest on mortgage on farm.

J. V. D. Pumyea

Mrs. Edgar W. Cain
Belle Mead, New Jersey
Oct. 1—1924
Received of Sophie Krall interest amt. 120.00.
Mary P. Cain,
extx for estate
of Eleanor A. Pumyea.

Well Drilling General Contracting
E. W. CAIN
Tel. 10 F 6 Belle Mead, N. J.

Interest 120.00

Received payment of Sophie Krall for the interest.

Mrs E. W. Cain
Sept. 28, 1925.

Phone 10-F-6
E. W. CAIN
General Contractor
Well Drilling, Plumbing, Heating and
Electric Pumps
Belle Mead, N. J.

Mar 29 26

Received of Sophie Krall $120.00 interest on mortgage of estate of Eleanor Pumyea

E. W. Cain
for Mrs. E. W. Cain

EXHIBIT D2.

Somerville, N. J., March 12, 1925

Mrs. Sophie Krall

To VOORHEES KLINE, Dr.

Counsellor at Law

Gaston Building

To expense, cancelling and recording Assignment of Mortgage	2.
To services in matter of search	25.
To expense, amount paid to Land Co. Bank	15.
	$42.00

Received payment,

EXHIBIT D3.

55-388

THE FIRST NATIONAL BANK

Dunellen, N. J. August 4 1923

Pay to the order of Sophie Krall $590 00/100

Five Hundred and Ninety Dollars

No. Frederick A McCullough

(Stamped)

N. P. 55-314

N. P. 1-120

Collection.

[Endorsed]

Sophie Krall

R. F. D. #

Belle Mead
(Stamped)
N. P. 1-120
Pay to the Order of
Federal Reserve Bank N. Y.
Country Collection Dept.
Second National Bank
55-314 Somerville, N. J. 55-314
Oliver G. Allen, Cashier
(Do not wire non payment)
2292
Sep 4 1923
Pay to the order of
Any Bank or Trust Co.
For collection for account of
Sep 5 1927
906627
Federal Reserve Bank
of New York
Country Collection Div

EXHIBIT D4.

No. Somerville, N. J. 1st June 1921
THE SECOND NATIONAL BANK
Pay to the order of G. Hillard Ross $1100./00
Eleven hundred no/100 Dollars
Sophie Klass
(Stamped)
CERTIFIED
E. B. Hoagland Teller
Second National Bank,
Somerville, N. J.
ELEVEN HUNDRED DOLLARS
(Perforated)
Paid 9 12 21

[ENDORSED]
Credit a/c of
Estate of Wm O. Ross
G. Hilliard Ross
(Stamped)
Pay to the order of
Any Bank, Banker or Trust Co.
Sep 12 1921
Mercantile Trust Company
N. D. Campbell, Secretary
Pay any Bank, Banker or Trust Co.
or Order
Federal Reserve Bank
Sep 12 1921
1-120 of New York 1-120
Prior Endorsements Guaranteed

EXHIBIT D5.

No. Somerville, N. J. 3rd June 1921
THE SECOND NATIONAL BANK
Pay to the order of G. Hillard Ross $900. 00/100
Nine hundred no/100 Dollars
Sophie Klass
(Stamped)
CERTIFIED
E. B. Hoagland Teller
Second National Bank,
Somerville, N. J.
NINE HUNDRED DOLLARS
(Perforated)
Paid 6 8 21

[ENDORSED]
Pay to a/c of
Estate of Wm O. Ross
G. Hilliard Ross
Credit Account of
Est. Wm O Ross
Palisades Trust & Guaranty Co.
Englewood, N. J.
Endorsements Guaranteed
J. F. McKinney, Treasurer.
Pay to the order of
National Commercial Bank & Trust Co.,
Albany, N. Y.
For Account of
Palisades Trust & Guaranty Co.
Englewood, N. J.
J. F. McKinney, Treasurer.
Pay any Bank, Banker or Trust Co.
or Order
Federal Reserve Bank
Jun 7 1921
1-120 of New York 1-120
Prior Endorsements Guaranteed
29-7 Pay to the Order of 29-7
Any Bank, Banker or Trust Co.
Union Trust Co.
Union National Bank & Trust Co.
National Commercial Bank
National Commercial Bank & Trust Co.
of Albany, N. Y.
W. L. Gillespie, Cashier

EXHIBIT D6.

THIS INDENTURE,
Made the 1st day of June A. D. Nineteen Hundred and Twenty-one
BETWEEN G. HILLIARD ROSS and ALICE C. ROSS his wife of the Village of South Nyack, in the County of Rockland and State of New York, the GRANTORS and SOPHIE KLASS of the
of Manville in the County of and State of New Jersey, the GRANTEE
WITNESSETH, that the grantors in consideration of One Dollar and other valuable considerations, lawful money of the United States, to them paid by the grantee the receipt whereof is acknowledged do by these presents grant, bargain, sell and convey unto the grantee and her heirs and assigns forever ALL that tract or parcel of land and premises, hereinafter particularly described, situate in the Township of Hillsborough in the County of Somerset and State of New Jersey.

Butted and bounded as follows:—BEGINNING at a stone heap corner of Henry Lane's lot; thence (1) by the same and Henry Ditmar's land South fifty-seven degrees and thirty minutes east thirty-eight chains and fifty-three links to a stone in said line corner of John Huff's land (2) along said Huff's land south twenty degrees and thirty minutes west nineteen chains and fifty-seven links to a stone for a corner in Hugh B. Reed's line; thence (3) along said Reed's land and Peter G. Dilts' lot North sixty-nine degree west, thirty-two chains and ninety-eight links to a stone heap corner of said Dilt's lot; thence (4) along Theodore Wyckoff's land North twenty-one degrees east six chains and

forty links to a stone heap in John Huff's line; thence (5) along said Huff's line North eighty-four degrees east four chains and six links to a stone heap corner of said Huffs' land; thence (6) along lands of said Huff and Peter G. Dilts North eight degrees and thirty minutes east twenty chains and ninety links to a stone heap in line of said Dilts; thence (7) along lands of Dilts and Abm. Van Nuys North sixty-six degrees west five chains and five links to a stone heap for a corner; in said Van Nuys' land; thence (8) along lands of John Huff North sixteen degrees east six chains and twenty-seven links to the place of BEGINNING. Containing seventy-five and twenty hundredths acres of land more or less.

Being the same premises conveyed to the said Eleanor Augusta Garretson Pumyea by deed of Peter J. Stryker and wife dated April 2, 1869 which deed is recorded in the Somerset County Clerk's office in Book A #4 of Deeds, Page 154.

Excepting and reserving a tract of six hundred and twenty-five thousandths of an acre more or less conveyed by the said Eleanor A. Pumyea and husband to Gideon H. Hoagland and wife by deed dated May 24, 1888 and recored in the Somerset County Clerk's office in Book W #6 of Deeds, page 402, etc.

Excepting also a right of way twelve feet in width along the southerly side of said premises conveyed by the said Eleanor A. Pumyea and husband to John R. McPherson and others and subject to the right of ingress and egress of William Pfeifer and the owners of other lots westerly of the premises hereby conveyed, over and through the defined driveway at the northerly side of said tract.

Subject however to a mortgage in the amount of Five Thousand ($5000.) Dollars now reduced to Four Thousand Five Hundred ($4500.) Dollars

which said mortgage is held by Eleanor Augusta Garretson Pumyea and bears interest at six (6%) per cent, interest being payable April 1st and October 1st of each year and the balance of the mortgage becoming due October 1st, 1923.

TOGETHER WITH the appurtenances, and also all the right, title and interest of the grantors of, in or to the same.

TO HAVE AND TO HOLD the same unto the grantee her heirs and assigns, to her or their own use forever.

AND the said G. HILLIARD ROSS and ALICE C. ROSS his wife, for themselves, their heirs, executors and administrators, do covenant and agree with the said grantee her heirs and assigns:

(1) That the title to said premises is vested in fee simple absolute in the said G. HILLIARD ROSS

(2) That the said G. HILLIARD ROSS has lawful authority to grant, bargain, sell and convey the same in form aforesaid.

(3) That the grantee her heirs and assigns may forever peaceably and quietly hold, possess and enjoy the same against every person lawfully claiming the same.

(4) That the same are now free and clear of all encumbrance whatsoever. Except as herein mentioned.

(5) That the grantors and their heirs, and all persons lawfully claiming under them any interest in said premises, shall and will at any time hereafter, upon the request and at the cost of the grantee her heirs or assigns, execute all further conveyances that shall be reasonably required.

(6) AND the said G. HILLIARD ROSS and ALICE C. ROSS, their heirs, the above described premises, and every part thereof with the appurtenances unto the grantee her heirs and assigns

against the grantors and their heirs, and against all persons lawfully claiming the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals the day and year first above written.

(Signature torn off.)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Daniel D. Sherman

STATE OF NEW YORK }
COUNTY OF YORK }

BE IT REMEMBERED, That on this
in the year of our Lord One Thousand Nine H
the subscriber,

(Part of Deed torn off)

personally appeared G. HILLIARD ROSS and ALICE C. ROSS his wife, who, I am satisfied, are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that, they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed; and the said Alice C. Ross being by me privately examined, separate and apart from her said husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, FREELY, without any fear, threats or compulsion of her said husband.

Daniel D. Sherman
Notary Public, Rockland County,
Certificate filed in New York County No. 432

DEED.
G. HILLIARD ROSS
and
ALICE C. ROSS
TO
SOPHIE KLASS
Dated, June 1st, 1921.

EXHIBIT D7.

Phone 383 F 22 Neshanic Sta., N. J. June 9 1921
Mrs Sophie Klass

To J. S. COVERT, Dr.
Plumbing, Heating and Auto Repairing

Terms

1 Oliver Walking Plow	25.00
1 Spike tooth harrow	25.00
1 Osborne 5 ft mower	85.00
	135

(In lead pencil.)
500.
Sep 16 35.00
PAID

EXHIBIT D8, consisting of thirty checks referred to in the testimony of Mrs. Krall are omitted by consent from the state of the case, as unduly encumbering the record.

OPINION.

(Filed 9/20/28.)

63—220.

IN CHANCERY OF NEW JERSEY.

Between
MIKE STANDER,
Complainant,
and
SOPHIE KRALL, *et al.*,
Defendants.

Memorandum.

ON FINAL HEARING.

BUCHANAN, V. C.:

The bill is filed to set aside a deed of conveyance made by the complainant to the defendant, Mrs. Krall, in November of 1921—on the ground of fraud. Mrs. Krall's husband and a tenant are also defendants, but have filed no answer, and decree *pro confesso* will be taken against them.

Although the legal title to the property, prior to the conveyance now attached, stood in the name of complainant, the defendant Mrs. Krall admittedly had an equitable interest therein. She says it was the entire equitable interest: that complainant took

title as her agent in trust for her. He says that he took title for himself and her as partners; and that he made the conveyance in question on the representation and in the belief that it was a deed for only Mrs. Krall's one-half interest.

The evidence is conflicting. It seems to me, however, upon the clear weight of the evidence, that the complainant is entitled to a decree.

In addition to the testimony of complainant, there is the corroborating testimony of Mr. Towland, the agent (who, so far as has been shown, has absolutely no interest one way or the other in the case), as to Mrs. Krall's statements that she and complainant were buying the property together as partners; that the two went around together and looked at the farm and talked with him. There is also the testimony of the other witness or witnesses as to what was said by Mrs. Krall at about the same time; and the testimony of Mr. Voorhees Kline, who certainly has no interest, and whose credibility is of the highest, as to what she said to him long after the farm had been bought, that the two owned it together as partners.

There is further Mrs. Krall's conduct and the conduct of Stander himself in assuming the obligations on these mortgage notes and bonds, both individually and with Mrs. Krall. There are also some significant things in her own testimony. She says she went and bought the plow and the harrow and the cultivator and got the sales slip for them, that Stander was not present, and that the sales slip was made out to her name alone. The sales slip, in evidence, shows that it was made out to both. Moreover, again and again in her testimony she used the word "we" in speaking about what was done in the operation of the farm and the financing, etc. Some-

times she would say "I," and sometimes, apparently forgetting herself, she said "we," obviously referring to Stander and herself. Her testimony that she kept the money in a drawer in her room, and that complainant had a key to this drawer, is not without significance.

There is also the fact that Mr. Ross was not produced as a witness or his testimony taken. If Mrs. Krall's story were true, Ross would have been an important witness for her. Neither was her son produced as a witness, nor any reason given for his non-production. She did not produce her bank book nor any of her books of account. McCullough's credibility, of course, is badly impaired by his conviction for forgery and embezzlement, and the testimony of his stenographer could not be believed. Her manner on the stand was bad, and she testified that Stander had been asked if he signed the deed freely, without any fear or threats, and that all men who signed deeds always were asked that question. This is obviously untrue, as that question is only asked of a wife.

I must conclude that upon the whole evidence, the complainant has made out a case and is entitled to a decree, with costs.

Of course, there must also be an accounting. Mrs. Krall is entitled to whatever balance was due her, or is due her now, upon that accounting, in addition to her one-half interest in the farm, and that must be made a condition of the complainant's relief. He must pay whatever is due Mrs. Krall as between the two, as partners, as it may be developed upon that accounting.

FINAL DECREE AND ORDER OF REFERENCE.

(Filed Dec. 3, 1927.)

IN CHANCERY OF NEW JERSEY.

MIKE STANDER, *Complainant,* v. SOPHIE KRALL, MARTIN KRALL and JOSEPH GUERRA, *Defendants.*	On Bill, etc. Final Decree and Order of Reference.

This cause coming on to be heard in the presence of James I. Bowers, solicitor of the complainant, and Ralph Messano, of Messano & Messano, solicitors of the defendant, Sophie Krall, and the Court having read and considered the pleadings and having taken testimony orally and in open court and having heard and considered arguments of counsel thereon and it further appearing that a decree *pro confesso* was entered in this court on May 13, 1927, against the defendants, Martin Krall and Joseph Guerra, and it appearing to the Court that the complainant is entitled to the relief sought and,

It further appearing that Mike Stander, the complainant herein, on the 8th day of September, 1921,

was seized in fee of the lands and premises hereinafter described according to a deed executed by G. Hillard Ross, and Alice C. Ross, his wife, to the said Mike Stander, which said deed is dated September 8, 1921, and was recorded in the Somerset County Clerk's Office on September 9th, 1921, in Book K18, page 91, and.

It further appearing that Mike Stander, the complainant herein, signed a deed dated November 26th, 1921, to Sophie Krall, conveying the lands and premises hereinafter described which said deed was recorded on November 3, 1926, in the Somerset County Clerk's Office in Book O20, page 381, which said deed according to the testimony and proofs appears to have been obtained by fraud and deceit and without consideration, and

It also appearing that the defendant, Sophie Krall, and said Mike Stander, the complainant, prior to the execution and delivery of the said deed from G. Hillard Ross, to Mike Stander, had agreed to purchase said property as a joint adventure, and had each agreed to furnish and pay one-half of all the moneys for the purchase of the lands hereinafter described and also agreed to furnish one-half of the moneys for the maintenance of said lands and premises and also agreed to furnish and pay one-half of the moneys for the purchase of the stock, equipment, and personal property on said farm premises; and that each did in fact furnish part of said moneys.

And it appearing from the testimony and the proofs that the complainant, Mike Stander, and the defendant, Sophie Krall, are each entitled to an equal undivided one-half interest in the lands and premises hereinafter described.

It is on this first day of December, 1927, ordered, adjudged and decreed that the said defendant, So-

phie Krall, and her husband, Martin Krall, shall forthwith make, execute and deliver a deed to the complainant, Mike Stander, conveying to the said complainant, Mike Stander, an equal undivided one-half interest in the said lands and premises. The said lands and premises are described as follows:

All that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Hillsborough in the County of Somerset and State of New Jersey. Butted and bounded as follows:

BEGINNING at a stone heap corner of Henry Lane's lot; thence (1) by the same and Henry Ditmar's land South fifty-seven degrees and thirty minutes east thirty-eight chains and fifty-three links to a stone in said line corner of John Huff's land (2) along said Huff's land south twenty degrees and thirty minutes west nineteen chains and fifty-seven links to a stone for a corner in Hugh B. Reed's line; thence (3) along said Reed's land and Peter G. Dilts' lot North sixty-nine degrees west, thirty-two chains and ninety-eight links to a stone heap corner of said Dilts' lot; thence (4) along Theodore Wyckoff's land North twenty-one degrees east six chains and forty links to a stone heap in John Huff's line; thence (5) along said Huff's line North 84 degrees east 4 chains and 6 links to a stone heap corner of said Huff's land; thence (6) along lands of said Huff and Peter G. Dilts North eight degrees and thirty minutes east twelve chains and ninety links to a stone heap in line of said Dilts; thence (7) along lands of Dilts and Abm. Van Nuys North sixty-six degrees west five chains and five links to a stone heap for a corner; in said Van Nuys' land; thence (8) along lands of John Huff North sixteen degrees east six chains and twenty-seven links to the

place of Beginning. Containing seventy-five and twenty hundredths acres of land more or less.

Being the same premises conveyed to Eleanor Augusta Garretson Pumyea by deed of Peter J. Stryker and wife dated April 2, 1869, which deed is recorded in the Somerset County Clerk's Office in Book A, #4 of Deeds, page 154.

Excepting and reserving a tract of six hundred and twenty-five thousandths of an acre more or less conveyed by the said Eleanor A. Pumyea and husband to Gideon H. Hoagland and wife by deed dated May 24, 1888, and recorded in the Somerset County Clerk's Office in Book W #6 of Deeds, page 402, etc.

Excepting also a right of way twelve feet in width along the southerly side of said premises conveyed by the said Eleanor A. Pumyea and husband to John R. McPherson and others and subject to the right of ingress and egress of William Pfeifer and the owners of other lots westerly of the premises hereby conveyed, over and through the defined driveway at the northerly side of said tract.

It is further ordered, adjudged and decreed that it be referred to Louis T. H. Shaffer, Esquire, one of the Masters of this Court, to take and state an account between the complainant, Mike Stander, and the defendant, Sophie Krall, as to the personal property, stock and equipment on the said lands and premises in question as of October, 1926, and furthermore as to the rents, issues and profits received from the lands and premises since October 1st, 1926, and also as to the moneys respectively furnished and paid by each of them for the purchase of the lands and premises and personal property described herein, and also of the sums lawfully expended and received by either the complainant, Mike Stander, or the defendant, Sophie Krall, for interest, taxes, re-

pairs and other charges in connection with the said property, real and personal, and the maintenance, sale and purchase thereof.

It is further ordered, that the said Master report what net balance or net balances appears to be due from the defendant, Sophie Krall, to the complainant, Mike Stander, and also what net balance, if any, appears to be due from the complainant, Mike Stander, to the defendant, Sophie Krall.

And it is further ordered that the said Master make report to this Court with all convenient speed.

And it is further ordered, adjudged and decreed that whatever amounts are found to be due and owing from either party to the accounting to the other shall be a lien on the equal undivided one-half interest in the said lands and premises belonging to the party, against whom the amount or amounts shall be found due.

And all further equity is reversed until the coming in of said Master's report.

Respectfully advised,

E. R. Walker.

Malcolm G. Buchanan,
V. C.

ORDER OF SUBSTITUTION.

(Filed January 10, 1928.)

IN CHANCERY OF NEW JERSEY.

Between MIKE STANDER, *Complainant,* and SOPHIE KRALL, MARTIN KRALL and JOSEPH GUERRA, *Defendants.*	On Bill, &c. Order of Substitution.

On motion of Harvey T. Satterthwaite, it is hereby ordered on this 10th day of January, A. D. 1928, that Harvey T. Satterthwaite be and he hereby is substituted as solicitor of record for Sophie Krall, one of the defendants, in the above cause, in the place and stead of Messrs. Messano and Messano.

Consent is hereby given to the entering of the foregoing order of substitution.

MESSANO AND MESSANO,
Solicitors of Defendant,
Sophie Krall.

NOTICE OF APPEAL.

(Filed August 17, 1928.)

IN CHANCERY OF NEW JERSEY.

MIKE STANDER, *Complainant,* v. SOPHIE KRALL, MARTIN KRALL and JOSEPH GUERRA, *Defendants.*	On Bill, &c. Notice of Appeal.

The defendant, Sophie Krall, hereby appeals from the whole of the final decree made in this court in the above-stated cause on the 1st day of December, 1927, by His Honor Edwin Robert Walker, Chancellor, on the advice of Vice-Chancellor Malcolm G. Buchanan, and from all the findings and adjudications in the said decree set forth, which decree was filed in this court on the 3d day of December, 1927.

Dated: August 16th, 1928.

HARVEY SATTERTHWAITE,
Solicitor and of Counsel with Appellant, Sophie Krall.

I conceive there is good grounds for appeal in the above-stated cause.

HARVEY SATTERTHWAITE,
Of Counsel with Appellant.

A true copy.
THOMAS BARBER,
Clerk.

ACKNOWLEDGMENT OF SERVICE OF NOTICE OF APPEAL.

(Filed August 22, 1928.)

IN CHANCERY OF NEW JERSEY.

Between MIKE STANDER, *Complainant,* and SOPHIE KRALL, MARTIN KRALL and JOSEPH GUERRA, *Defendants.*	On Bill, &c. Acknowledgment of Service of Notice of Appeal.

Service of a copy of notice of appeal filed in the foregoing cause on August 15th, 1922, is hereby acknowledged this 18th day of August, 1928.

JAMES A. BOWERS,
Solicitor of Complainant,
Mike Stander.

PETITION OF APPEAL.

(Filed August 17, 1928.)

NEW JERSEY COURT OF ERRORS AND APPEALS.

10

MIKE STANDER, *Complainant-Respondent,* v. SOPHIE KRALL, *Defendant-Appellant.*	On Appeal from Court of Chancery. Petition of Appeal.

20

The petition of Sophie Krall respectfully shows that your petitioner finds herself aggrieved by a final decree made in the Court of Chancery of New Jersey by His Honor Edwin Robert Walker, Chancellor, on the advice of Vice-Chancellor Malcolm G. Buchanan, bearing date the 1st day of December, 1927, in a cause wherein your petitioner and others were defendants and the said Mike Stander was complainant, in this respect, to wit, that said decree
30 ordered, adjudged and decreed that the said defendant, Sophie Krall, had only an undivided one-half interest in the lands and personal property in controversy in this cause, subject to accounting, &c., as hereinafter set forth, and did order and decree that defendant, Sophie Krall, with her husband, Martin Krall, should forthwith execute and deliver a deed

to the complainant, Mike Stander, conveying to said complainant an equal, undivided one-half interest in in the lands and premises more particularly described and set forth in said decree, and by which it was further ordered, adjudged and decreed that matters of account be referred to Louis T. H. Shaffer, one of the Masters of this Court of Chancery, to state an account between the said complainant and the defendant, Sophie Krall, as to personal property, stock and equipment, &c., on the said lands and premises in question as of October, 1926, and furthermore as to rents, issues and profits received from the lands and premises in question since October 1st, 1926, and also as to the moneys respectively furnished and paid by each of them for the purchase of lands and premises and personal property described at length in said decree, and also of the sums lawfully received and expended by either the said complainant, Mike Stander, or the defendant, Sophie Krall, for interest, taxes and repairs or otherwise in connection with the said property, real and personal, and the maintenance, sale and purchase thereof, and in and by which decree it was further ordered, adjudged and decreed that whatever amounts are found to be due and owing in said accounting from either party to the other shall be a lien on the equal, undivided one-half interest in the said lands and premises belonging to the party against whom the amount or amounts shall be found to be due. Your petitioner, therefore, humbly appeals from the entire decree above set forth on the ground that the same is erroneous in whole and in part, and from all the findings and adjudications in said decree set forth, on the ground that the same is erroneous as aforesaid, for that the said complainant was not entitled to any interest in the lands

or personal property, accountings, &c., in controversy in said cause, which were, in fact, the sole and absolute property of the defendant, this petitioner, as the said decree appeared from should have found and decreed.

Petitioner, therefore, prays that the aforesaid decree may be in all things reversed and set aside and for nothing holden, and that your petitioner may have such further relief in the premises as to this Honorable Court shall seem meet.

Dated: August 16th, 1928.

HARVEY SATTERTHWAITE,
Solicitor and of Counsel with Appellant.

I conceive there is good ground for appeal in the above-stated cause.

HARVEY SATTERTHWAITE,
Of Counsel with Appellant.

[ENDORSED]

Filed Aug. 17, 1928.
Joseph B. Fitzpatrick,
Clerk.

A true copy.
Joseph B. Fitzpatrick,
Clerk.

ACKNOWLEDGMENT OF SERVICE OF PETITION OF APPEAL.

(Filed August 22, 1928.)

NEW JERSEY COURT OF ERRORS AND APPEALS.

MIKE STANDER, *Complainant-Respondent,* v. SOPHIE KRALL, *Defendant-Appellant.*	On Appeal from Court of Chancery. Acknowledgment of Service of Petition of Appeal.

Service of a copy of petition of appeal filed in the foregoing cause on August 15th, 1928, is hereby acknowledged this 18th day of August, 1928.

JAMES A. BOWERS,
Solicitor of Complainant-Respondent.

ANSWER TO PETITION OF APPEAL.

(Filed August 23, 1928.)

NEW JERSEY COURT OF ERRORS AND APPEALS.

MIKE STANDER, *Complainant-Respondent,* v. SOPHIE KRALL, *Defendant-Appellant.*	On Appeal from Court of Chancery. Answer to Petition of Appeal.

The answer of Mike Stander, the above-named complainant-respondent, to the petition of appeal of Sophie Krall, defendant-appellant:

This complainant-respondent not admitting the truth of all or any of the matters in the said petition of appeal contained, for answer thereto, nevertheless, admits that a decree was, on the first day of December, 1927, made and entered in the Court of Chancery of New Jersey in the above-entitled cause for the purposes in said petition mentioned and as therein set forth; but as to the substance and form of said decree, this complainant-respondent begs leave to refer thereto when the same shall be produced.

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

JAMES A. BOWERS,
Solicitor for and of Counsel with Complainant-Respondent.

NEW JERSEY COURT OF ERRORS AND APPEALS.

MIKE STANDER,
Complainant-Respondent,
v.
SOPHIE KRALL,
Defendant-Appellant.

ON BILL, &C.

ON APPEAL FROM COURT OF CHANCERY.

BRIEF OF DEFENDANT-APPELLANT.

STATEMENT.

The question before this Court in this cause is whether or not the complainant, Stander, had an interest in the real and personal property described in the bill of complaint, consisting of a farm and its equipment in Somerset County, New Jersey.

The testimony is conflicting as between the parties in interest as to the situation and from the secret nature of the alleged trust it would seem as if the

parties themselves are the only ones who can properly testify as to the true situation. Their stories are exactly in opposition to each other in the material facts, the complainant alleging that he was in fact the partner of the defendant on a fifty-fifty basis, while the defendant alleges that she was the sole owner of the enterprise and that the complainant was at the most only a friend and confidential advisor and was practically her right-hand man in a butcher business and later in the farming enterprise after she had been deserted by her husband.

The testimony seems to be uncontradicted that the original deed for the farm in question was drawn up and made to the defendant by the vendor under the defendant's maiden name, this deed being found in the State of the Case as Exhibit D6 at page 286. The deed was not recorded and in lieu thereof another deed was given by the grantor, Exhibit C1, conveying the same property to the complainant.

The record title admittedly stood in the name of the complainant for the entire interest in the lands in question until differences arose between them in the fall of 1926, and the defendant thereupon placed the deed on record from the complainant to herself, which had been executed in the fall of 1921 but kept off the record for the reasons explained by the defendant, to wit, that she was not living with her husband and did not want him to know she was interested in real estate.

It also appears in the case that she had been previously advised that she would have to take title in the name of some third party, as unless her husband could join in a mortgage she could not have practical control of the property. She, therefore, had a *bona fide* reason for originally having the entire title placed in the name of the complainant in this cause,

and had, it is submitted, a fair explanation for not placing the deed back to her on the record until differences arose.

It is true, as recited in the opinion of the Court, found in the State of the Case, beginning at page 291, that there is some corroboration by alleged admissions made by the defendant to Mr. Voorhees Klien that she, Mrs. Krall, had only a half interest in the property and the testimony of Mr. Klien will be discussed at length hereafter as well as the testimony of the other witness referred to as corroborating the story of the complainant in the testimony, a real estate dealer named Towland. It is submitted an analysis of the testimony of these gentlemen will greatly reduce its effect and that they do not unqualifiedly cororborate the defendant but testify to affairs which admittedly were of no material interest to them at the time the information was said to have been acquired, and which Mr. Klien, at page 107 of his testimony, qualifies by saying, "If I recollect correctly," part of his answer as to his acquiring knowledge as to Mrs. Krall's interest in the matter, this being in reply to questions put to him by Vice-Chancellor Buchanan.

On the other hand the testimony of the complainant is greatly weakened by the fact that he executed a deed conveying back all his interest to Mrs. Krall, and thereafter accepted receipts in making payments of interest moneys on the lands deeded by him to Mrs. Krall in her name alone, doing this on numerous occasions, as will be referred to in discussing his testimony in detail.

Furthermore the explanation of the difficulties between the parties is not an unnatural one, as made by the defendant, in that she says she refused to marry the complainant and told him in effect that

even when divorced she would not marry him, and it was after this conversation and after some little difficulty between the complainant and the son of the defendant that the differences arose which culminated in the bringing of this suit with its allegations of fraud, &c.

The defendant, Mrs. Krall, unfortunately had consulted as the attorney to superintend the transfer from the complainant to herself, the same attorney to superintend the transfer from the complainant to herself, the same attorney as represented her when the lands were purchased, one Frederick A. McCullough, who has since been disbarred. However, he was an attorney in good standing at the time and his testimony to the effect that the complainant understood what he was doing when he executed the deed, to say the least is not wholly without weight. There is no suggestion Mr. McCullough would profit by any fraud if one were perpetrated, while on the other hand it appears that Mrs. Krall lost several hundred dollars owing to a bad check given to her by Mr. McCullough in another transaction in which a small piece of property was sold and the money deposited with Mr. McCullough pending final settlement.

It is, of course, a maxim of the law that fraud is never presumed but must be proven and for practical purposes the proof must be stronger in fraud cases than in ordinary transactions, as they approach a *quisi* criminal nature and all persons are considered innocent until proven guilty.

It is true that the complainant and defendant appear as joint makers of notes, conditional bills of sale, &c., as appear in the numerous exhibits in this cause, but this, it is submitted, is without any significance as to the ownership of the property because

admittedly during the time covered by the testimony title to the lands was on the record in the complainant alone. The defendant's interest was not disclosed except as she became joint maker of notes, &c., for the protection of the complainant. In so far as it has any significance it would corroborate her own story that she was the equitable owner of the land, and that the other party merely joined because the land stood in his name and was the apparent owner on the record. Furthermore it is a matter of common knowledge that business men are a little reluctant to extend credit to women, particularly in the farming business, and he became, as the defendant alleges, merely an accommodation maker on the obligations referred to.

The testimony of Mike Stander, the complainant, is, in substance, to the effect that he did not know what he was signing when he executed the deed, the chief subject-matter of this suit. This is explained by him as found at the bottom of page 26 of the testimony, as follows:

> "Q. What did he, Mr. McCullough, tell you while Mrs. Krall was there?
>
> A. Well, if I got a deed from Mr. Ross, Mr. McCullough give me some deed; I don't know what was it. He told me I should sign that paper; that is a deed from Mr. Ross, what we got together with Mrs. Krall from the farm; so I did sign it. I don't know what was in that paper.
>
> Q. Did he tell you you were signing a deed?
>
> A. Yes, sir."

Consistently with the theory that the defendant had the complete equitable title, the complainant in this cause from time to time paid interest money on

the mortgage and took receipts in the name of Mrs. Krall alone. He admits this as is found in the testimony on page 35. There was no change made in the form of these receipts until after controversy between the parties arose.

The complainant could read English as is demonstrated before the Court at page 52. He certainly understood it and appears to have testified without an interpreter. It is further submitted that in the complainant's explanations as to why he signed the deed in answer to questions put to him by the Court, beginning at line 14, on page 71, and ending with line 21 on the following page, the complainant gives no sufficient explanation of the circumstances, and fails to corroborate his basic story that Mrs. Krall only had a one-half interest in the farm. No explanation is given as to why the complainant should give a deed under the impression that he was taking title to a farm.

According to the complainant's own story, example of which is found on page 66 of the testimony, he had no separate bank account from the account kept by the defendant and all the moneys in which he claimed an interest were deposited in bank in Mrs. Krall's name alone, and in fact everything seems to have been in Mrs. Krall's name alone, which was not connected with the real estate. Counsel is not unmindful, in making this statement that the exhibits show various notes and bills of sale signed by both the parties but these were cases in which credit was extended and the creditors would naturally want the name of the party in whose name the farm stood as at least one of the debtors.

Another circumstance effecting credit to be given Stander is his testimony, on page 40, that the differences in October, 1926, between himself and Mrs.

Krall arose over a playful threat to kill a dog, but had some connection with a Mr. Joe Guerra then living on the farm. He accuses Mrs. Krall of paying this man's board, but it may well be that reading between the lines he feared this man was supplanting himself in the affections and interests of Mrs. Krall, and that his hopes of an ultimate marriage with her could not be consummated.

In contrast with this story of Mr. Stander is submitted, the more probable one of Mrs. Krall that the differences arose when she refused to agree to marry Stander. When love turns to hate there seems to be no limit to which a man will go to injure the one whom he formerly loved.

Regarding the testimony of Voorhees Klien, a member of the bar, who testified to admissions alleged to have been made by Mrs. Krall, it seems he examined title to the farm for a Federal Loan Bank and because of encumbrances, having no relation to the suit in question, the loan was not made, his transactions with them being in the early spring of 1924, more than three years prior to the date of his testimony in court, and his qualification of his testimony will be found on page 96 of the testimony with the significant note, "If I remember correctly." He had no occasion to regard Mrs. Krall's interest in the property as pertinent to the business before him unless he received such knowledge of her equitable interest in half of the property as might lead him to question the authority of the complainant to execute the mortgages referred to, deeds, &c., as if he were the entire owner of the property. The outstanding quitable interest which he says he thinks he learned of from Mrs. Krall, it would seem should have cast some cloud on the mortgages with which Mr. Klien was dealing. His testimony is uncertain

and should not be used to destroy an equity claimed by the defendant.

It is also significant that Mr. Klien participated in the execution of one or two mortgages signed by the complainant in this cause, and evidently considered him a man of sufficient intelligence to execute papers dealing with land titles, which corroborates the story of Mr. McCullough that the complainant understood what he was doing when he signed the deed.

It is also significant that Mr. Klien again, at page 107 of the testimony, qualifies his story for the second time with the phrase, "If I recollect correctly."

Regarding the testimony of William Towland, beginning at page 109, this witness was not present when the transaction was closed for the sale of the Ross farm and merely testified at page 112, beginning at line 13, as follows:

"Q. How often?

A. Almost daily.

Q. What did they say about who owned it?

A. I understand from what was said to me, that at that time it was on a fifty-fifty basis. I asked them once whether they had any partnership papers to that effect, and they said, 'No;' it was all put in one pot, and when they required funds they dipped into it.

Q. They told you this?

A. I think they did."

He is giving his understanding of the situation and not a narrative account of what actually transpired. The complainant was the right-hand man and advisor of the defendant and no doubt advised with her as to whether the farm in question should be purchased or not, but it does not conclusively

determine what their relative interests were and he does not give any direct statement of Mrs. Krall limiting her interest.

The testimony of Mary Cain is that Stander, the complainant, usually made the mortgage interest payments and that she made out the receipts. Some of these are found as exhibits on the part of the defendant, being Exhibit D1, giving receipts in the name of Mrs. Krall alone.

The testimony of the unfortunate Mr. McCullough is clearly to the effect that Stander knew what he was doing when he executed the deed, the chief object in controversy, and a complete story of the actual execution in detail can be found at page 129 State of the Case. Mr. McCullough, it is submitted, is substantially corroborated by his former stenographer, Florence Pistacchio, whose testimony, beginning at page 140, says she was present at the time this deed was signed. She further denies that Mr. McCullough made any representations that the deed signed was a deed from Mr. Ross to himself, which is found at page 144. This witness has not been convicted of any crime and her credulity does not seem to be impeached in any way. It is true she said she heard Mr. Stander asked if he signed the deed "without any fear or threats," an expression she probably had heard used when deeds were executed by married women. This was a statement evidently to emphasize the point that Stander, as the witness said at page 142, "willingly signed the deed" after the deed had been explained to him and read over by Mr. McCullough.

Another witness who had occasion to learn of the title to the farm was Henning Hansen, who, at page 148 of the testimony, said that he had had some controversy with the complainant regarding a fence

and that Stander told him that he did not own the property and that following this up he had a lawyer send a letter to Mrs. Krall. The witness places the date of this conversation at about three years prior to the trial.

There are, therefore, three witnesses who corroborated the story of Mrs. Krall that she was the entire owner of the farm and its equipment.

The testimony of Mrs. Krall herself begins at page 149 of the State of the Case, and gives her story of the transaction in brief to the effect that she alone went to New York and closed the deal for the sale of the farm with a Mr. Ross, the owner; that the original deed was made from Ross to herself in her maiden name, Defendant's Exhibit D6, page 286, of the State of the Case; that this deed was not recorded because in the course of the adjustment and settlement she learned that even though she took title in her maiden name she would not be competent to re-convey, give mortgages, &c., and, therefore, it was agreed to put the title in the name of the complainant. Her story of the differences between herself and the complainant is found beginning at the top of page 165, ending on page 166, as follows:

"Q. When did Mike leave the farm and get himself this job?

A. 1925.

Q. And from the time he got himself this job did he ever work on the farm?

A. No, sir, he didn't.

Q. Not since that time?

A. No.

Q. Would he sleep on the farm?

A. He sleep; come home and sleep there.

Q. In 1926, did you and Mike have any kind of a dispute?

A. Dispute?

Q. Yes, any trouble, any dispute?

A. Yes, we had arguments; that's when the arguments started.

Q. What was the argument?

A. What?

Q. You say you had an argument?

A. Yes.

Q. What was the argument?

A. After the Labor Day he comes down and he asked me, he said, 'All right, you get a divorce and I will be nice to him,' and everything else; he comes to my room; I chase him out; I say, 'Nothing doing;' he wants to talk to me; he come in the daytime; that's what I say; I say, 'Come in the daytime;' the boarders was there and everything.' He said, 'You will be sorry for that;' he don't talk to me for three weeks. After the three weeks, Friday, he come home and we had a fight over the dog, a little poodle dog; and the dog started to run out, and he was looking for an argument; so one night he come home and said, 'Where is the dog?' and Joe Guerra said, 'You know where you find him; up to the neighbors;' and he went and called that dog and brought him in the kitchen and dragged him by the collar and choked him; and he said he shoot a gun, he said, 'I kill him.' I said, 'You are not going to shoot the dog;' he give me a push; he said, 'I shoot you like the dog; sorry I didn't shoot you long ago.' Then I said, 'All right, we see.' He followed me in the room, and I started to holler, and the boarders were upstairs, and they rushed down.

Q. Did Mike ever ask you to marry him?

A. Yes, that night; that was the first thing.

Q. He asked you to marry him?

Mr. Bowers: That is objected to; I don't think it is material.

The Court: I will permit it.

Q. Did he?

A. Yes.

Q. Did Mike ever ask you to marry him?

A. Yes, on September.

By the Court:

Q. In September?

A. On September.

Q. What September?

A. That September, after the Labor Day, 1926, when he comes to my room and he says —

Q. Wait. That is all I asked you."

Explanations for the defendant, Mrs. Krall, keeping her deed off the record are found at page 207, where she says she did not record it until she had finished paying off the mortgage. She also had been previously advised that as a married woman she could not conveniently convey the land. The bill filed in this cause indicates that she had a suit pending for divorce at the time this suit was brought, so it is possible in recording the deed she also had in mind the fact that she would soon obtain her economic freedom by way of the divorce court and be able to deal with the property as her own without permission of a deserting spouse. It is not an unusual practice for women in this situation to place title to real estate in the name of a trusted friend taking back something in the nature of a deed of trust or even a deed, as in this case, to be used in case of emergencies only. She had a valid and proper reason for not holding the record title to this property in her own name until she could procure

a divorce, and her actions are entirely explainable without resort to the theory that it was done with the idea of defrauding the complainant.

The opinion of the Court, found beginning at page 291, State of the Case, is brief, and states that the evidence is conflicting, but viewing, as the Court did, that the weight was with the complainant, the opinion so suggests and a decree was granted accordingly.

The testimony of Mr. Klien and of Mr. Towlan referred to in the opinion has already been discussed as well as that of the stenographer to Mr. McCullough.

The absence of Mr. Ross as a witness, it is submitted it does not appear in the case that he could probably have thrown any light on the situation. It is undisputed that the complainant did not go to see Ross at the time the contract of sale was signed and the complainant himself states at the bottom of page 63:

> "Q. Up until the time that this deed was delivered to you, you never saw Mr. Ross?
>
> A. No.
>
> Q. If he walked in this court room today you wouldn't recognize him?"

And appears to have had no dealings with Mr. Ross whatever, by his own admissions. Mr. Ross himself could not testify to more.

As to the son it appears the defendant had a son who was referred to in the testimony of John Guerra as being 18 years old "this January" meaning either January of 1928 or January of 1927. As the transactions in dispute occurred in the fall of 1921 this boy could not have been more than 12 or 13 years old at the time, and probably knew little about his mother's business affairs.

It is, therefore, submitted on behalf of the defendant-appellant that the complainant-respondent failed to make such case before the Court of Chancery as would entitle him to the relief granted in the decree appealed from, which includes a half interest in the real estate with a right to an accounting for profits together with an accounting as to the amount paid both by himself and Mrs. Krall on account of the purchase price of the farm and its equipment. It is submitted it would be inequitable at this late date to allow the complainant to have an accounting of this sort, something he never demanded over a period of several years, during which time the farm was operated, and during all of which time, according to his own story, the funds were handled entirely by Mrs. Krall, his only interest being as joint maker of notes, &c., while the banking was done in Mrs. Krall's name and checks given by her alone.

It is submitted on all the facts of the case that the decree below should be reversed.

HARVEY T. SATTERTHWAITE,
Solicitor and of Counsel with
Defendant-Appellant.

NEW JERSEY

Court of Errors and Appeals

MIKE STANDER, Complainant-Respondent, *vs.* SOPHIE KRALL, Defendant-Appellant.	On Bill, etc. On Appeal from Court of Chancery.

BRIEF OF COMPLAINANT-RESPONDENT.

In this brief I shall refer to Mike Stander, the complainant-respondent as the complainant, and I shall refer to Sophie Krall, the defendant-appellant, as the defendant.

The complainant filed a bill in this case to set aside a deed of conveyance made by him to Sophie Krall, on the ground that the same was procured by fraud, and complainant set forth in his bill of complant facts showing that he was the owner of an equal undivided one-half interest in the lands and premises and the farm equipment located on the premises described in the second paragraph of the bill of complaint.

The testimony in this case shows that the parties in interest had been involved in various partnership transactions from 1918 down to September, 1921, when the property in question was purchased. For instance, complainant and defendant were partners in a butcher business (State of Case, page 23). Later they purchased six acres of wood land (State of Case, page 25). In both of these ventures the profits derived from the sales were divided equally between them. Complainant and defendant, therefore, were doing business as partners on a fifty-

fifty basis before the farm in question was purchased by them.

The defendant insists that the complainant was only a friend and employee, but from a reading of the testimony in this case it is quite evident that the complainant was a partner in this transaction and furnished one-half of the moneys for the purchase price of the farm in question.

In September of 1921, title to the premises in question were conveyed by one G. Hilliard Ross and wife to Mike Stander, the complainant, who says that title was taken in his name because he owned a half interest in the property, and furthermore, he also held the defendant's half because she did not care to have her husband involved in the title to the property.

Record title, therefore, stood in the name of the complainant according to the record until the fall of 1926, when the defendant through force and violence drove the complainant from the farm. Then on November 3rd, 1926, the defendant recorded a deed (which is marked as Exhibit C-17), which deed purported to convey from complainant to defendant the whole title to the premises in question. By virtue of this deed the defendant insists that she is the owner of the full title to this property and that Stander, the complainant, has no interest in same whatsoever. It will be observed that the complainant furnished one-half of the moneys for this property, that he signed notes, mortgages and other obligations, not as an accommodation party but as an owner and that the mortgagees and people to whom complainant and defendant owed money by reason of various transactions looked both to the complainant and defendant for the payment of these indebtednesses.

A thousand dollars was raised to pay a certain mortgage indebtedness. This money was borrowed from Mr. Voorhees Kline. (Exhibit C-18, page 278 of the State of Case). This note was signed by Sophie Krall and Mike Stander, and there were numerous other transactions for the purchase of farm equipment, horses and tractor, written obligations for which were signed by Mike Stander and Sophie Krall. Stander's testimony reveals

that all of his earnings were used for the purchase of farm equipment and personal property for the farm and also for the payment of interest on mortgages and taxes. Sophie Krall was the custodian of the moneys which were made on the farm, which said moneys she either deposited in the Second National Bank of Somerville, or kept in the premises for the purpose of paying the bills on the property. Sophie Krall denied flatly in her testimony that Stander had furnished any funds whatsoever, but it is clearly evident from a reading of the testimony of complainant, and the witnesses Voorhees Kline and William Towland, that the moneys used for the purchase of this farm and for its operation were contributed one-half by complainant and one-half by defendant. The complainant is corroborated in his testimony by Voorhees Kline, a lawyer of high repute and good standing in Somerville, New Jersey. Mr. Kline testified that he had done business both for the complainant and defendant over a period of years and that certain admissions or statements were made to him by the parties to this litigation as to their being partners. He testified that an application for a loan to the Federal Land Bank of Springfield was made in the name of Stander and that the defendant, Sophie Krall, at that time told him that the complainant, Mike Stander, was the owner of the property. Later on Mr. Kline loaned complainant and defendant the sum of $1,000.00 and before that transaction was consummated defendant, Sophie Krall, was questioned as to her interest in the property and Mr. Kline stated that Sophie Krall, the defendant, told him then, that she had a half interest in the property and that she, Sophie Krall, the defendant, and Mike Stander, the complainant, were partners. Stander was there at that time. The testimony on page 96 of the State of Case is as follows:

"Q. Did Mrs. Krall and Stander appear at your office before you went to New York to pay off the mortgage?

A. They did.

Q. They were at your office?

A. Yes.

Q. Was anything said by Mrs. Krall as to her interest in the property at that time, or by him?

A. Just how the matter arose, I don't remember, but I do remember Mrs. Krall was to put up some of the money, and my recollection is, I asked her why she was doing that when the property was evidently Stander's, and if I remember correctly she said she had a half-interest in the property, she and Stander were partners; and Stander was there at the same time, and I asked him if that was correct, and he said it was; and then I told them that that note would have to be signed by both of them.

Q. Is that the note they gave you for $1,000.00?

A. I think that is the note; there are several renewals of it."

Mr. Kline also testified that the payments, with few exceptions, were all made by Mr. Stander. (Page 98 of the State of Case). Mr. Kline also testified as follows. (Page 107 of the State of Case):

"By the Court:

Q. Did you have any conversation with Mrs. Krall as to how she got this deed?

A. I think I did say something to her about it and then, if I recollect correctly, she told me that when she took title, she being separated from her husband, title was put in Stander's name and to protect her interest Stander gave her a deed which they were to hold off record; and I think at that time I raised that question. I said, 'Didn't you tell me you had a half interest in this with Stander?' and I don't recollect whether she denied it or not. I told her I didn't want any more to do with it, and she took her papers off."

Thus, according to the testimony of Mr. Kline, who handled these transactions for both parties to this suit, it appears by certain statements of both parties made to him several years ago, before any thought of litigation, that Mike Stander, the complainant, and Sophie Krall, the

defendant, owned this property as partners, and admissions are further substantiated by the fact that they both signed notes and obligations as partners, and furthermore, the attorney recognized them as common owners of the farm and personal property situated thereon.

The testimony of William Towland, the real estate agent, corroborates the complainant's testimony. When the farm in question was purchased he had full knowledge of the transaction and talked with both the complainant and defendant on many occasions with reference to the purchase of this farm. Mr. Towland testified that Sophie Krall was the one who seemed to be the business person of the two and that she handled the money and did most of the talking, but referring to his testimony, at page 110 of the State of Case, which is as follows:

"By Mr. Bowers:

Q. Did you talk to Mrs. Krall and Mr. Stander before they went to New York with you?

A. As a matter of fact, of course.

Q. What did he say and what did she say to you, about their interest in the farm, or their concern in it?

A. What do you mean by that?

Q. (Stenographer repeats the question.)

A. They were willing to buy it. They asked me if I could not get the discount below the asking price, which I did get, a matter, as I recall it now, of a couple of thousand dollars.

Q. Who was to buy the farm, one or both of them?

A. Mrs. Krall was to do the business and negotiations, and her and Mr. Stander was to put up the money, share and share alike, on a fifty-fifty basis.

Q. She told you that

A. Yes.

Q. Were they both there at that time?

A. Yes."

Here it distinctly appears by defendant's own admis-

sion that she and complainant were to put up the money, share and share alike, on a fifty-fifty basis.

If further appears by a reading of Mr. Towland's testimoney that complainant and defendant as partners had sold their butcher business and were using the proceeds of same to purchase the farm in question as partners. On page 112 of the State of Case, the testimony is as follows:

"Q. What did they say about who owned it?

A. I understood from what was said to me, that at that time it was on a fifty-fifty basis. I asked them once whether they had any partnership papers to that effect, and they said 'No'; it was all put in one pot, and when they required funds they dipped in it."

Thus, the complainant, by the testimony of witness Towland, is corroborated in every respect as to his ownership of an equal undivided one-half interest in the farm and personal property situated thereon.

I also draw the Court's attention to Towland's testimony again on page 117 of the State of Case, which is as follows:

"Q. Drawn by Mrs. Krall?

A. Yes, she said her and Mike Stander's interest were in together and they had it one deposit in the same bank in Somerville.

By the Court:

Q. She told you that?

A. Yes, sir.

Q. Then you do know that you received money from him indirectly?

A. Yes."

In addition to the testimony of the complainant, of Attorney Voorhees Kline, and William Towland, the complainant produced other witnesses to corroborate various parts of his testimony. According to complain-

ant's testimony corroborated by witnesses who were totally disinterested in the transaction it appears that the complainant and defendant were partners in various business dealings and especially that complainant and defendant were partners in the transaction relating to the premises in question, proving that complainant is the owner of an equal undivided one-half interest therein together with the personal property thereon. The defendant had admitted that she and complainant were partners many times before litigation arose, and the fact of complainant's ownership in the premises in question is confirmed by the testimony of the witness Attorney Voorhees Kline, William Towland, and the various exhibits offered in this case.

It is quite evident from a reading of the testimony in this case that the defendant was a keen and able business woman, and munipilated her affairs in a very careful fashion in order to make sure that her husband would have no claim on her property. She would deceive or cheat in order to protect her property interests. She took care of the moneys which belonged to both herself and the complainant, and deposited them in the Second National Bank in Somerville. She also kept the receipts, and papers pertaining to the various transactions pertaining to the farm, and when complainant went there to get his papers, and records, she had either destroyed them or secreted them in some place or other. On the other hand, it appears that the complainant was a good-natured individual without much keenness or business ability and thus he was not quick or clever enough to protect his interests as carefully as defendant was. Some time before complainant and defendant sold the first tract of land which they owned as partners, defendant had employed Frederick A. McCullough to attend to her law work. As a result of one property transaction McCullough had given her a check for $590.00 which check was returned because of insufficient funds. The defendant testified at the trial that the check had never been honored. It would seem, therefore, that McCullough was under obligation somewhat to his former client, the defendant,

Sophie Krall. His testimony was that the deed, which is sought to be set aside, which was purported to have been signed by Stander, conveying to the defendant the farm in question, was properly signed and executed by Stander. Stander's testimony on this point is as follows. (State of Case, pages 44, 45, 46 and 47):

"Q. Will you look at it and let me know the circumstances of your signing that deed? That is a deed deeding the whole property to Mrs. Krall. Please tell me how that deed was signed by you and the circumstances—how you came to sign it.

A. That was a deed what Mr. McCullough told me I should sign it, a deed from Mr. Ross, what he got from the farm.

Q. The deed you got from Mr. Ross on the farm?

A. Yes.

Q. Did Mr. McCullough, or anyone else in his office, tell you you were signing a deed deeding the whole property to Mrs. Krall?

A. No.

Q. You are sure of that?

A. Sure of that.

Q. I offer this.

By the Court:

Q. Didn't you read this deed when you signed it?

A. No.

Q. You didn't read it?

A. No.

Q. Why?

A. I can't read any English.

Q. You can't read English?

A. No.

By Mr. Bowers:

Q. Did anybody read it to you?

A. No, nobody did.

Q. It wasn't read to you?
A. No.
Q. You can't read English, can you?
A. No.
Q. And no one told you what you were signing when you signed this deed?
A. No.
Q. What was said.
A. Who
Q. What did Mr. McCullough say, or anybody?
A. Mr. McCullough said I should sign it; that is supposed to be a deed from Mr. Ross on the farm.
Q. Did Mrs. Krall ever show you this deed?
A. No.
Q. She didn't show it to you?
A. No.
Q. How did you find out the deed was in existence?
A. Mr. Voorhees Kline told me that in 1926, October 19.
Q. About five years later?
A. Yes.
Q. The deed was not recorded until November 3, 1926?
A. Yes.
Q. About one year ago?
A. Yes.
Q. What did you tell Mr. Kline when he told you about this deed?
A. I never knowed about that paper nothing.
Q. You didn't know anything about the paper?
A. No.
Q. Did Mrs. Krall ever tell you?
A. No.
Q. At any time that she had a deed?
A. No.
Q. Mrs. Krall didn't say that to you?
A. No.
Q. Did she ever tell you during the five years you were on the farm with her, that you didn't own a half interest in the property?
A. No.
Q. Did you build any buildings on the farm?

The Court: What about the deed?

Mr. Bowers: I offer the deed in evidence.
(Said deed is marked Exhibit C-17)."

Thus it is very clear from the reading of this testimony that this deed was procured by fraud, and that Stander, a man who could not read English or understand a legal document was lead into a trap by a lawyer who told him that he had to sign a deed in order to accept title to the property. The title from Ross to Stander passed apparently on September 8, 1921. (According to Exhibit C-1, page 219 of the State of Case), and that on or about the time the title from Ross to Stander was passed Stander was fraudulently lead into signing this deed (Exhibit C-17, page 274 of the State of Case).

It is quite reasonable to believe Stander's testimony on this point that lawyer McCullough had told him to sign a paper to get the deed from Mr. Ross. I think the Court will take note of the fact that ofttimes people who are about to acquire title to a property are under the impression that they have to sign in order to take title. Stander was so informed by lawyer McCullough and thus they procured from him his signature on a deed, deeding away the title to his property. From a reading of the testimony it would seem that when the deed (Exhibit C-17) was signed by Stander, that it was dated ahead. The title from Ross to Stander passed on September 8th, 1921; on the other hand, the deed (Exhibit C-17) appears to be dated November 26th, 1921. Thus the proof of fraud is indeed strong. McCullough has testified that Stander was fully informed as to the contents of this deed, but McCullough's testimony cannot be believed because his testimony can carry little or no weight whatever because at the time he testified at this trial he was serving a term in State Prison for forgery and embezzlement. Naturally, McCullough had to make the transaction look as good as possible, but it seems without any question whatsoever, that Stander, an ignorant and illiterate man, was not informed as to the contents of this

paper which he signed and through fraudulent and dishonest means McCullough acting as the defendant's attorney procured from the complainant a deed, deeding away his entire interest in the property in question.

Another circumstance which gives further proof of the dishonesty and the fraud of this transaction is the fact that a deed procured on or about November, 1921, was kept off record for a period of almost five years before it was recorded by the party who held it. It also appears in the testimony that Sophie Krall went to Voorhees Kline around November, 1926, and showed him the deed which she desired to have recorded. Mr. Kline apparently overcome by her deceit and dishonesty told her that he would not have nothing further to do with the transaction. (Page 107 of the State of Case).

The fact that the moneys remained in an account in the name of the defendant is not of so much importance because according to her own testimony she handled the complainant's moneys together with her own, and the complainant also testified that these moneys in the account in the Second National Bank of Somerville, N. J., belonged both to the defendant and complainant.

A witness was called to substantiate Mr. McCullough, to wit: his former stenographer, Florence Pistacchio. Her testimony is very vague and misleading. She, a former employee of lawyer McCullough, naturally had to support him in a transaction which was had in his office while she was employed there. She testified that Stander had been asked if he signed the deed freely without any fear or threats and that all men who signed deeds were asked that question by Mr. McCullough. This certainly is untrue as a question of that nature in the matter of an acknowledgment is asked only of a wife. Therefore, her testimony is of no weight at all and cannot be believed. It will also be noted in her cross-examination that she could not say whether or not she had been a Notary Public. It is obvious that counsel by a series of questions was endeavoring to find out what her practice as a Notary Public was when she took acknowledgments. The witness not being able to answer definitely the question

whether or not she was commissioned a Notary Public, no further questions were asked.

The defendant, Sophie Krall, in her testimony always endeavored to belittle the complainant and in so many words mentioned him as merely a handy man or employee, but when she was questioned carefully on these various points the situation became quite different and it appeared that Stander's hard work and industriousness had kept the farm together and made it pay as well as it did. She was free to admit that she and Stander were in various partnership transactions before the property in question was purchased. She admitted that they were partners in a butcher business and that they were partners in the purchase of a six-acre tract of land and that the proceeds of these transactions were divided equally between them, due to the fact that they yere equal partners. She offered in evidence several checks showing payment. An examination of these checks will show that they were checks drawn on the Second National Bank in Somerville, on an account that stood in the name of Sophie Krall, and as has hereinbefore been stated and argued, this account contained both moneys of the complainant and the defendant; also it was used to pay their common obligations. She also testified of many incidental happenings on the farm which had no weight in this case. She would have the Court believe that Stander was in love with her and wanted to marry her, but her testimony in these respects was not corroborated and certainly was not worthy of belief.

In reading the defendant's cross-examination she admits that Stander's money's were kept in the account in the Second National Bank together with hers and that the same account was used by them when they were partners in the butcher business. She also testified that the earnings and profits from the farm were placed in the same account. Under the pressure of cross-examination the defendant became very unruly at times. She refused to answer fair and reasonable questions which were asked her, and made ridiculous replies that someone had forged her signature to certain papers. She was compelled to

admit that Stander had signed notes and obligations and paid various bills for farm equipment, horses and other farm supplies, but before these admissions were drawn from the witness she hedged and argued in order to avoid telling the truth. She was admonished several times by the Court to answer complainant's counsel's questions and not to argue. She failed, however, to heed the Court's warning and in the cross-examination of Sophie Krall, the defendant, on page 190 of the State of Case, the testimony is as follows:

"Q. Isn't it so that Stander went over there with you and paid for those cows and horses?

A. I paid for them.

By the Court:

Q. You answer that question. Did Mr. Stander go over there with you or not?

A. I had him to the house.

Q. Did Mr. Stander go over there with you or not?

A. I paid.

Q. Answer that question. Did Mr. Stander go over there with you or not?

A. I paid for it.

The Court: I shall have to fine you five dollars."

I bring this testimony to the attention of the Court to show that the defendant is an unruly character and was reluctant to answer fair questions on cross-examination for fear that she would make an answer that would be detrimental to her case.

It will be observed in reading the testimony of the defendant that sometimes she would say "I," and sometimes forgetting herself she said "We," obviously referring to Mike Stander, the complainant, and herself.

She also testified that she kept the moneys and papers in a drawer in her room and that the complainant had a key to this drawer. This it quite a significant fact and shows too that the defendant regarded the complainant

as an equal partner with her in the moneys received in the operation and conduct of the farm.

Then finally the defendant produced a witness, Joseph Guerra. This witness was supposed to have had a lease on the farm. Stander had already testified that in the fall of 1926, that the defendant brought to the farm two men, one of them this witness, the other, his brother, and from the time the two men arrived the defendant and her gentlemen friends were very hostile toward the complainant. It appears that they drove him off the farm by force and threatened his life, if he didn't go. This action on the part of the defendant might give some idea as to her character and her manner of obtaining a result. Guerra's testimony has no bearing on the case whatever; and although he did no farm work he testified that he rented the farm for $100.00 a month and that he owed up to that time eleven months' rent, or $1,100.00. This witness admitted that he had been convicted of crime.

Now then, analyzing the situation, the complainant is a man of character and reputation and gave his testimony in a clear and straight-forward manner. He was corroborated by Mr. Voorhees Kline, a lawyer of excellent standing. He was also corroborated by William Towland, a gentleman of good repute. The complainant's testimony pertaining to the very important facts in this case were corroborated in every respect by the testimony of the witness Kline, and the witness Towland. Complainant also produced Mary Cane, and Herman Brady, to prove various details in connection with his testimony.

On the other hand, the defendant, Sophie Krall, testified herself. Her conduct on the stand was reprehensible. She was warned time and again to answer fair questions. She fought against telling the truth. She argued with counsel to avoid telling the truth, and finally an indulgent and patient Judge was compelled to hold her in contempt of Court because she disobeyed his instructions. She produced her former attorney, Frederick A. McCullough, who while this case was being tried was serving a term in State Prison by reason of having been convicted of for-

gery and embezzlement. Florence Pistacchio, McCullough's former stenographer testified. Her testimony was so ridiculous that certainly it cannot be believed. Joseph Guerra testified, his testimony had little bearing on the case and he too had been convicted of crime.

This case is purely a fact case and certainly the Court below was justified under such circumstances in concluding that the complainant was entitled to relief. It is apparent from the foregoing statement that the defendant hardly produced one witness whose word and testimony was worthy of belief. The credibility of each witness who testified for the defendant was destroyed by either their conduct in Court, or by a criminal record. Although the evidence did appear in some instance to be conflicting, it seems, however, that according to the rules of law and evidence that the complainant substantiated his case on the clear weight of the evidence. Another aspect that is important is that all the witnesses the defendant produced by the complainant, certainly had no interest whatsoever in the case.

It is therefore submitted on behalf of the complainant-respondent that the defendant-appellant has no cause for complaint, and that by reason of this appeal she is entitled to no relief whatsoever.

The testimony in this case clearly indicates that the complainant is entitled to an equal undivided one-half interest in the real estate together with an accounting between the complainant and defendant as to the personal property, stock and equipment on the said lands and premises in question as of October, 1926, and furthermore, as to the rents, issues and profits received from the lands and premises since October 1st, 1926, and also as to the moneys respectfully furnished and paid by each of them for the purchase of the lands and premises and personal property described herein, and also the funds lawfully expended and received by either the complainant or defendant for interest, taxes, repairs and other charges in connection with the said property, real and personal, and the maintenance, purchase and sale thereof, etc.

It is urged by the complainant in this case that the

accounting mentioned in the decree is just and equitable. The argument of the defendant is without foundation on this question. The Court of Equity seeks to do equity to parties in litigation and thus to determine the situation in equitable fashion certainly an accounting is the only way to arrive at a fair adjustment.

The complainant maintains that the conclusions arrived at by the learned Vice-Chancellor sitting as Court and Jury in purely a fact case such as this cannot be disturbed on appeal unless the verdict appears to be against the clear weight of the evidence. The complainant submits that the learned Vice-Chancellor's conclusions are just and equitable and that the decree should not be disturbed. For the reasons above stated the decree appealed from should be affirmed.

Respectfully submitted,

JAMES I. BOWERS,

Solicitor for and of Counsel with the

Complainant-Respondent.