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AMENDED BILL OF COMPLAINT.

IN CHANCERY OF NEW JERSEY.

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

The complainant, Eva Goldstein, by Abraham Lipitz, of Vineland, Cumberland County, New Jersey, her next friend, by her amended bill respectfully shows:

1. That your oratrix, Eva Goldstein, is the daughter of said Abraham Lipitz, and was legally married to one Hyman Goldstein, a practicing physician, of the city of Camden, in the state of New Jersey, on August 18th, 1914; she then being of the age of fifteen years and nine months.

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2. That previous to said marriage and while your oratrix was Eva Lipitz and was engaged to be married to the said Hyman Goldstein, said Abraham Lipitz made an arrangement for the said Eva Lipitz with the said Hyman Goldstein, to advance to the complainant and her prospective husband the sum of five thousand dollars (\$5000.00) as hereinafter set forth.

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3. That said arrangement was made with the express understanding and agreement between the parties that said advancement was made for the benefit and advantage of the complainant and for the purpose of securing the future welfare, comfort and happiness of the complainant; and in pursuance of

said arrangement, the said Abraham Lipitz did, on the ninth day of June, nineteen hundred and fourteen, obtain from the Tradesmen's Bank of Vineland, in the state of New Jersey, a certificate of deposit in the sum of five thousand dollars (\$5000.00), payable to the order of the complainant, then Eva Lipitz, and the said Hyman Goldstein, ten days after proof of the lawful marriage of the complainant to the said Hyman Goldstein.

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4. That both the complainant and the said Hyman Goldstein were born and reared in the Jewish faith and religion and it was expressly understood and contemplated between the said Eva Lipitz, the complainant, and the said Hyman Goldstein, that the usual engagement and betrothal, or marriage contracts, as provided by the customs of persons of the Jewish faith, should be signed and executed by the parties and that both parties should be bound there-

20 by.

5. That on or about the fourteenth day of June, nineteen hundred and fourteen, the complainant and the defendant, Hyman Goldstein, made and executed what is deemed and termed to be an engagement paper, agreement or contract and therein and thereby the said Hyman Goldstein promised to and with the complainant, that he would wed the complainant under the canopy or with a canopy and sanctification, according to the Jewish law, and that he would give gifts to his bride, the complainant, and that they should share their possessions, share and share alike, and thereby the bride agreed to bring in the sum of five thousand dollars (\$5000.00) and also clothes, bedding and trousseau, according to the custom of the prosperous; and the complainant says

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that on or about the eighth day of September, nineteen hundred and fourteen, the said defendant, Hyman Goldstein, did wed the complainant under the canopy or with a canopy and sanctification, according to the Jewish law and that as a part of this marriage ceremony, the defendant, Hyman Goldstein, signed a betrothal or marriage agreement in writing, by the express terms of which he, the said Hyman Goldstein, in consideration of the said marriage and in consideration of the sum of five thousand dollars (\$5000.00) brought to him by the complainant from her family, and in consideration of the gifts brought to him by the bride, consisting of gold and of silver ornaments, garments, furniture, bedding, &c., the said defendant, Hyman Goldstein, therein and thereby bound himself to provide the complainant with food, raiment and all her necessities, and also agreed to add to the money, &c., brought to him by his said wife as aforesaid, a sum equal thereto, and he agreed to accept the responsibility and trust of the care of the complainant and here dowry of five thousand dollars and his addition thereto of five thousand dollars, and he specially and particularly therein and thereby promised and agreed that he would and did thereby pledge all his property, either real or personal, which he then had or might thereafter acquire as security for the amount of the dowry and his addition thereto.

6. That the complainant has a duplicate of the engagement paper signed by herself and by the defendant, Hyman Goldstein, but that the betrothal or marriage contract or certificate duly signed by the said Hyman Goldstein, as aforesaid, is now in the possession of the said Hyman Goldstein; that it was given to the complainant immediately at the time

of the marriage and was kept by her carefully and sacredly, but was taken away from her by the said Hyman Goldstein and is not now in her possession or control.

7. That at the time of the marriage of the complainant to the said Hyman Goldstein, the complainant received jewelry and wedding gifts of the value of about fifteen hundred dollars (\$1500.00), and had
10 a large and new outfit of sheets, pillow-cases, towels, napkins, table-cloths, dresses, suits, shoes, stockings and other wearing apparel of considerable value, all of which were taken by the complainant to the residence of the defendant, Hyman Goldstein, at or about the time the said wedding took place.

8. That previous to the marriage of the complainant to the said Hyman Goldstein, the said Hyman Goldstein represented himself to be worth more than
20 ten thousand dollars (\$10,000.00), and represented that he had a lucrative practice as a physician in Camden and assured the complainant that she would not be required to do menial household work and the defendant, Hyman Goldstein, then knew that the complainant was very young and inexperienced and did not know how to cook and had never been required to do menial work.

9. That immediately after the legal marriage of
30 your oratrix to the said Hyman Goldstein, as set forth in paragraph 1 of this bill, the said Hyman Goldstein took steps to obtain the money on the said certificate of deposit, and at the expiration of the said ten days after said marriage, did very shortly get possession of the said sum of five thousand dollars (\$5000.00), and immediately placed it under his own exclusive control.

10. That said Hyman Goldstein used about five hundred dollars (\$500.00) of the said moneys to pay for some wedding presents for the complainant, and used about seven hundred dollars (\$700.00) of the said moneys to pay off a purchase money mortgage of last named amount, given by him to one Joseph T. Marks, on April 29th, 1914, on the property known as No. 1437 Broadway, in the city of Camden, conveyed to the said Hyman Goldstein in his own name by said Marks, by deed of even date with the said mortgage, recorded in the office of the register of deeds of Camden County, in Book 386 of Deeds, page 516, and the balance of the said fund of five thousand dollars (\$5000.00) the said Hyman Goldstein used to pay bills for labor and materials used in the erection and construction of a dwelling house lately erected by him, partly on said Marks' lot and partly on a piece of land purchased by said Hyman Goldstein in his name from Thomas J. Keane and wife by deed dated June 17th, 1914, recorded in said register of deeds' office in Book 387, page 252. 10 20

11. That said Hyman Goldstein used the said fund of five thousand dollars (\$5000.00) as he saw fit, without consulting the complainant and without obtaining the consent of the complainant and without giving her any consideration or voice in the matter.

12. That on the ninth day of March, nineteen hundred and fifteen, the said Hyman Goldstein, together with the complainant, made a conveyance to Rose Goldstein, the mother of the said Hyman Goldstein, of a portion of the lot purchased from said Marks; being a strip fourteen feet and four inches in width, on Broadway, and extending westwardly, of the 30

same width, to the rear of the said lot, and that the said Rose Goldstein, at the time the said conveyance was made, was fully aware of the fact that a portion of the said sum of five thousand dollars (\$5000.00) had been used to pay off the said purchase money mortgage of seven hundred dollars (\$700.00) on the said premises and complainant says that at the time of the execution of the said conveyance, complainant was under age and was not consulted in the matter and had no voice in the matter, but simply did what she was ordered to do by the said Hyman Goldstein.

13. That said Rose Goldstein is the wife of one Solomon Goldstein and that the said Solomon Goldstein claims some present or prospective right in the said premises on account of the said conveyance made to the said Rose Goldstein. And complainant insists that the conveyance made to the said Rose Goldstein as hereinbefore set forth, was partly, if not wholly, in the nature of a gift by the said Hyman Goldstein to his mother and that the said property in the hands of the said Rose Goldstein should be charged with and made liable to the rights of the complainant in the premises.

14. That after the marriage of the complainant to the said Hyman Goldstein, the said Hyman Goldstein compelled the complainant to do all sorts of labor about his house and office, compelling her to do all of the cooking, cleaning, sweeping, scrubbing and other menial work for both his house and office, including tending the door, answering telephone calls and gave her no help whatever, to assist her in the care of his house and office.

15. That after the marriage of the complainant to the said Hyman Goldstein, the said Hyman Goldstein failed and neglected to care and provide for the complainant as an affectionate and dutiful husband should care and provide for his wife, and that said Hyman Goldstein treated the complainant cruelly and roughly and permitted other members of his family to ill-treat and abuse the complainant, and on several occasions, the said Hyman Goldstein struck and beat the complainant and finally forced and drove the complainant out of his house and compelled her, with force, to leave him. 10

16. That for the offense and charge of striking and beating the complainant, the said Hyman Goldstein was indicted by the grand jury of the county of Camden, in the state of New Jersey, and was duly tried and convicted of the said charge of assault and battery upon the complainant in October, A. D. 1915, as by the records will more fully appear. 20

17. That the defendant, Hyman Goldstein, has failed, neglected and refused to perform his agreement made with the complainant as hereinbefore set forth, in that he has not provided the complainant with food, raiment and necessaries, and has not acted as a faithful trustee or custodian for the care of the moneys brought to him by his bride in the sum of five thousand dollars as hereinbefore set forth, and his addition thereto of an equal sum, which, according to the said agreement between them, they were to share and share alike, and the complainant insists that she is entitled to at least one-half of the joint fund made by the union of the five thousand dollars brought in by her and the equal amount which her said husband agreed to bring in, and that he, the 30

said Hyman Goldstein, has failed to give to the complainant the benefit and advantage of her share of this fund and that he has not been a faithful trustee of the said fund, as to her rights therein. And the complainant charges that when the defendant, Hyman Goldstein, forced her, the complainant, to leave his home, the said Hyman Goldstein prevented the complainant from taking nearly all of her wearing apparel and did not permit her to take any of the
10 gifts presented to her, consisting of jewelry and numerous other articles of value, but kept and retained them all for his own benefit and advantage.

18. That the complainant was driven from the home of the said Hyman Goldstein in the month of August, nineteen hundred and fifteen, and that since that time, the defendant, Hyman Goldstein, has contributed but twelve dollars (\$12.00) in all toward the support and maintenance of the complainant,
20 and has kept, held and retained for himself, the benefit and advantage of the said sum of five thousand dollars (\$5000.00), brought in by the complainant as hereinbefore set forth, as well as all the jewelry of and gifts to the bride, and also his additions thereto and has continually insisted and does now insist that the said sum of five thousand dollars (\$5000.00) and his additions thereto and everything purchased with the said sum of five thousand dollars (\$5000.00) and his additions thereto, are his own, private,
30 individual and personal property, free of any trust or responsibility to account therefor to the complainant, and free of all claims or rights therein, of or for the complainant.

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

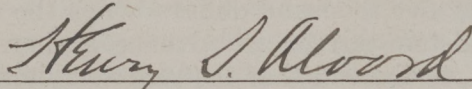
1. That Hyman Goldstein, Rose Goldstein and Solomon Goldstein, her husband, who are defendants to this suit, may answer this bill of complaint without oath and each statement therein made.

2. That the said lands conveyed to the said Rose Goldstein may be decreed to be liable and charged with the payment of whatever moneys shall be found to have been paid from the said fund of five thousand dollars (\$5000.00) in the payment of the purchase money mortgage on the said premises; and in default of such payment by the said Rose Goldstein, that the said premises may be sold to raise and pay the said sum for the benefit of the complainant; and that said sale may be made clear of any present or future right, title or interest of the said Solomon Goldstein, husband of the said Rose Goldstein, therein.

3. That the said Hyman Goldstein may be decreed to be an unfaithful trustee and be discharged therefrom and be decreed to pay to the complainant or to turn over to a new trustee or guardian to be appointed for the purpose, one-half of the said fund formed by the five thousand dollars advanced by or for the complainant as aforesaid and the equal amount of five thousand dollars which the said Hyman Goldstein agreed to advance as hereinbefore set forth, to the end that the said complainant may receive one-half of the total or aggregate sum of ten thousand dollars for her benefit and that the house and lands of the defendant hereinbefore described be decreed to be security therefor and be decreed to be charged with the payment thereof and in default of his payment thereof, that the said premises may be sold to raise and pay the said amount, with interest and costs.

4. That the said Hyman Goldstein be decreed to deliver up to the complainant, her wearing apparel and her jewelry, wedding presents and other personal property, owned by her and kept and retained by the said Hyman Goldstein; and in case the said Hyman Goldstein has sold and disposed of the same or any part thereof, that he may be decreed to compensate the complainant therefor in damages, by the payment of a sufficient sum of money to equal the
10 value of any and all of the said property which he, the said Hyman Goldstein, may have disposed of and is unable to produce to the complainant and that an account may be obtained by the complainant, of the said property, according to the practice of this court; and that in case the said Hyman Goldstein shall be decreed to pay damages or compensation as aforesaid, that the payment of the same may be decreed to be a lien and a charge upon the
20 said lands of the said Hyman Goldstein, hereinbefore referred to.

5. That defendants, Hyman Goldstein, Rose Goldstein and Solomon Goldstein, may answer this amended bill of complaint and abide by such decree as the Court may make in the premises.



Solicitor and Counsel with Complainant.

ANSWER OF HYMAN I. GOLDSTEIN.

IN CHANCERY OF NEW JERSEY.

BETWEEN	}		
EVA GOLDSTEIN,		ON BILL, &C.	10
<i>Complainant,</i>			
and		ANSWER OF HYMAN	
HYMAN I. GOLDSTEIN, <i>et</i>	}	I. GOLDSTEIN.	
<i>al.,</i>			
<i>Defendants.</i>			

The answer of Hyman I. Goldstein, one of the above defendants. 20

This defendant, Hyman I. Goldstein, answering the bill of complaint, says:

1. He admits paragraph 1 of said bill of complaint except the statement as to the age of the complainant of which he has no accurate knowledge except from hearsay, and leaves the complainant to her own proper proof. 30

2. He denies paragraph 2 of said bill of complaint and on the contrary alleges the fact to be that the said Abraham Lipitz, previous to said marriage, promised and agreed, on condition that this defendant would marry complainant, to give defendant for

his own use absolutely the sum of \$5000 ten days after proof of defendant's lawful marriage to his daughter, the complainant, Eva Goldstein.

3. He denies paragraph 3 of the said bill of complaint, excepting that the said Abraham Lipitz did obtain from the Tradesmen's Bank of Vineland, in the state of New Jersey, a certificate of deposit in the sum of \$5000 payable to the order of complainant, then Eva Lipitz, and the said Hyman I. Goldstein, 10 days after proof of lawful marriage of this defendant to the said complainant. He alleges that in pursuance of his promise and agreement to this defendant as hereinbefore set forth, the said sum of money was paid to this defendant on the 3rd day of September, A. D. 1914.

4. He admits paragraph 4 of said bill of complaint excepting the statement that it was expressly understood and contemplated between the said Eva Lipitz, the complainant, and the said Hyman I. Goldstein, that the usual engagement and betrothal or marriage contracts as provided by the customs of persons of the Jewish faith should be signed and executed by the parties, and that both parties be bound thereby, which he denies. He alleges the fact to be, however, that prior to the said marriage, there was an engagement or betrothal contract reduced to writing and signed by both the complainant and this defendant, and that a duplicate copy of this agreement was given to said complainant at the time the same was executed. He further alleges that he now has a duplicate copy of said agreement in his possession and stands ready and willing to produce the same when and where this Honorable Court shall determine.

5. He denies paragraph 5 of said bill of complaint except that he alleges that the agreement referred to in the foregoing paragraph of this answer is the only agreement, engagement, betrothal, marriage or otherwise, that this defendant ever signed or entered into with the said complainant, Eva Goldstein. This defendant further alleges that this said agreement is in the Hebrew language; that complainant's attempted translation or construction of the same, as stated in paragraph 5 of said bill of complaint, is 10 garbled and inaccurate and does not set forth the true meaning and intent of such agreement. This defendant, therefore, begs leave to refer to said agreement at the proper time if necessary so to do when the true intent and meaning thereof will appear. He further denies that he ever *agreed to add to the money, &c.*, brought to him by his said wife, *a sum equal thereto or any like amount, or to do any other act or thing otherwise* than those contained in the *written agreement hereinbefore mentioned*, and 20 *to marry the complainant.*

6. He denies paragraph 6 of said bill of complaint and alleges that no other betrothal or marriage contract, *except a lawful marriage* under the laws of the state of New Jersey, exists or ever did exist between complainant and this defendant, except also the said agreement of June 14, 1914.

7. Defendant has no specific knowledge of the value of the jewelry and wedding gifts mentioned in paragraph 7 of said bill but denies that their value is as much as fifteen hundred dollars. 30

8. He denies paragraph 8 of said bill of complaint.

9. He admits paragraph 9 of said bill of complaint, but denies that he obtained the money on the certificate of deposit immediately after his said marriage to complainant. He alleges that on September 3rd, 1914, in pursuance of the agreement of June 14, 1914, before mentioned, the complainant, Eva Goldstein, of her own free will, voluntarily and without any fear or threats of compulsion from this defendant, endorsed said certificate of deposit, that the
10 same was credited to this defendant's account at the *Camden National Bank*, and that neither at that time nor at any other time thereafter did the said complainant, Eva Goldstein, or the said Abraham Lipitz claim or pretend to claim any interest in or control over said moneys, until the complainant returned to her father's home in August, 1915.

10. He denies paragraph 10 of said bill of complaint, excepting to say and admit that he did use
20 part of said money in the erection and construction of a suitable dwelling house built by him and known as No. 1439 Broadway, Camden, New Jersey, occupied by complainant and this defendant until August, 1915, when complainant returned to her parent's home in Vineland, New Jersey, as hereinafter set forth.

11. He admits that he used said sum of \$5000 as he saw fit without obtaining further the consent of
30 complainant, but denies that she was not consulted or given consideration in the matter. Defendant further alleges that after his said marriage, he and the complainant, Eva Goldstein, lived with his mother, Rose Goldstein, at 1441 Broadway, Camden, N. J., which adjoins 1439 Broadway, and that they remained there until a new and comfortable residence

at 1439 Broadway which defendant was building, was completed. During all said time both complainant and said Abraham Lipitz knew that this defendant claimed the right to use said sum of money as he saw fit, but no objection was made to defendant's use of said sum of money at any time until complainant returned to her father's house in August, 1915.

12. He admits that complainant and this defendant made a conveyance to Rose Goldstein of the premises mentioned in paragraph 12 of said bill, but denies the other matters in said paragraph 12. 10

13. He admits paragraph 13 of said bill of complaint excepting the statement that the said conveyance to the said Rose Goldstein was partly, if not wholly, in the nature of a gift by this defendant to his mother and that said premises should be charged and made liable to the rights of the complainant in the premises, which he denies and alleges that this defendant being indebted to said Rose Goldstein for a large amount of money, conveyed the premises to said Rose Goldstein as part payment of said debt to the extent of \$1000. 20

14. He admits that after their marriage the complainant did such work about their home as other housewives in her class of life do. He denies, however, that this defendant compelled the complainant to do such work or gave her no help or assistance, but alleges that he employed helpers to the extent that his means would allow, and that he and his family helped her in her work in every proper and feasible manner. 30

15. He denies paragraph fifteen of said bill of complaint.

16. He denies paragraph sixteen of said bill of complaint so far as it is intended to imply that defendant did more than on one occasion slap his wife with the open hand without in any way injuring her, for which matter he was convicted of assault and battery.

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17. He denies paragraph 17 of said bill.

18. He denies paragraph 18 of said bill, except as follows and in general he alleges and charges that this defendant is a physician and has been in practice about six years, always in the city of Camden; that before his marriage defendant had built up a good practice for a young physician and was getting along well; that upon their marriage defendant and complainant went first to live with defendant's mother for a few months and then moved into defendant's home which was completed sometime in November or December, 1914. That complainant was young, ignorant, high strung, self willed, high tempered and much impressed with the idea that having brought to defendant \$5000 on her marriage, she was entitled to direct and determine the method in which they should live and was the practical owner of defendant's home and was the ultimate person with whom all decisions relative thereto should rest. That although defendant had been doing well in his profession, he was not possessed of means or income sufficient to live in any extravagant manner nor in any better manner than defendant and complainant did live after their marriage, and that the manner in which defendant provided for his

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home was sufficiently ample and should have been entirely satisfactory to any wife in complainant's class of life anxious to serve the interests of her husband as well as her own happiness and welfare. Notwithstanding which, complainant became dissatisfied, gave way to violent exhibitions of temper over small matters, annoyed the patients, made threats against his defendant, spread in the neighborhood untrue reports as to him and his family, and reported to her father that defendant beat her and finally had defendant arrested for assault and battery. That thereupon defendant, after consulting with counsel, concluded that it was impossible to live further with the complainant in his house, *and endeavored to persuade her through her father and her attorneys, to peaceably return to her father's home until some proper understanding could be reached.* That complainant and her father would listen to no such proposition, but while defendant was out of his home, leaving the same with caretakers, the complainant and her father who had gone out in the morning for the purpose of lodging criminal complaints against this defendant, having collected a crowd of people by their violent conduct, *forceably broke in the house, and broke in various rooms, that had been locked, and notified defendant that complainant intended to remain.* That as defendant's office was in his home, the affair had a most disastrous effect upon his practice, and in view of the criminal complaints lodged against him, and the obvious venom and intent manifested by complainant to injure defendant in every way, defendant absented himself from his home as much as possible for fear that complainant would otherwise have opportunity to make other charges against him. Finally defendant's counsel persuaded counsel for com-

plainant to advise her to *return to her father's home, which she did*, and where defendant believes she still remains. That defendant within a few days thereafter wrote her without suggestion or solicitation on her part, *and sent her a check for \$12, and asked her to advise him what moneys she would need for her support*, but no acknowledgment of said remittance was received and no answer made to the letter. That shortly before said complainant
10 returned to her father's home, she, through her father, or her father for her, in consultation with defendant's solicitors, demanded as a condition for such return, that defendant should pay her or said Lipitz two thousand dollars, and then threatened to file a bill against defendant of the character with the present bill—prior to which time, no claim or demand with regard to said \$5000 had ever been made, or right claimed with regard thereto.

20 And this defendant *alleges and admits* that said sum of \$5000 paid to this defendant at the time of his marriage with complainant *is not a trust fund*, but that same was received by this defendant *for his own use*, it being realized by both this defendant and complainant's father that this defendant had only his profession and what he had hitherto made out of it, and that said sum of money would assist him materially in further establishing him in such profession. And this defendant alleges that although
30 the complainant and her father have sought in every way since August last, to discredit defendant and to ruin his practice, he nevertheless is willing, as by law he must whether willing or not, pay to the complainant such sums of money as are proper for her maintenance which obligation will rest and remain upon him, during the whole of the joint lives of him-

self and wife, no matter what disposition this Court makes with regard to the matter which is the subject of this bill.

And this defendant shows that the said Abraham Lipitz individually, if there has been a trust created with regard to said fund, is a necessary party to this bill as the creator of this trust, and prays the benefit to the same effect as if he had moved to strike out said bill.

And this defendant prays to be hence dismissed 10
with costs.

Bergen & Richman
Solicitors of Defendant.

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ANSWERS OF ROSE AND SOLOMON GOLDSTEIN.

IN CHANCERY OF NEW JERSEY.

10	BETWEEN EVA GOLDSTEIN, <i>Complainant,</i> and HYMAN I. GOLDSTEIN, <i>et</i> <i>al.,</i> <i>Defendants.</i>	} ON BILL, &C. ANSWERS OF ROSE AND SOLOMON GOLDSTEIN.
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20 The joint and several answers of Rose Goldstein and Solomon Goldstein, her husband, to the bill of complaint of Eva Goldstein.

These defendants say that to most of the allegations in said bill they are strangers and can neither admit nor deny the same.

They admit, however, that Solomon Goldstein claims an interest in the premises mentioned in paragraph 12 of said bill as the husband of Rose Goldstein who is the owner thereof.

30 They deny that the \$700 or thereabouts used to pay off the Marks mortgage mentioned in paragraph 10 of said bill was the money of complainant or that she had any interest therein, and deny that even if she had such interest these defendants knew of it or knew that it was her money that paid off said mortgage.

And these defendants say that the said Rose Goldstein, having advanced considerable sums of money to said Hyman I. Goldstein, whereby he was indebted to her to the extent of several thousand dollars or thereabouts on March 9, 1915, said Hyman I. Goldstein and the complainant conveyed said premises to her as part payment of said debt to the extent of \$1000, it being understood that the title to said premises was a fee simple, subject to a mortgage still thereon amounting to \$2000 with interest now due from February 21st, 1915. That since said conveyance, these defendants have paid the interest and taxes thereon. 10

And these defendants pray to be dismissed with their costs.

Bergent Richman

Solicitors of Defendants. 20

REPLICATION.

IN CHANCERY OF NEW JERSEY.

10 BETWEEN
 EVA GOLDSTEIN,
Complainant,
 and
 HYMAN I. GOLDSTEIN, *et*
al.,
Defendants. } ON BILL, &C.
 REPLICATION.

20 The complainant joins issue on the answer of
 Hyman I. Goldstein.

HENRY S. ALVORD,
Solicitor of Complainant.

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REPLICATION.

IN CHANCERY OF NEW JERSEY.

BETWEEN EVA GOLDSTEIN, <i>Complainant,</i> and HYMAN I. GOLDSTEIN, <i>et</i> <i>al.,</i> <i>Defendants.</i>	}	ON BILL, &C. REPLICATION.	10
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The complainant joins issue on the joint and several answer of Rose and Solomon Goldstein. 20

HENRY S. ALVORD,
Solicitor of Complainant.

EVA GOLDSTEIN, being sworn in her own behalf, testified as follows:

Direct examination.

By Mr. Alvord:

Q. You are the wife of Dr. Hyman Goldstein, of Camden?

A. Yes, sir.

10

Q. When did you become acquainted with Dr. Goldstein?

A. In January.

Q. 1914?

A. Yes, sir.

Q. In what manner did you become acquainted with him?

A. Well, he stopped at our house.

Q. And that is the first time you ever met him; it was in your father's house?

20

A. Yes, sir.

Q. How long after that was it before you became informally engaged to him?

A. June 14th we were engaged.

Q. You mean that is the time the engagement contract was signed?

A. Yes.

Q. I suppose sometime previous to that you had consented to become engaged to him?

A. Yes.

30

Q. About how long before?

A. About a couple of months, I think it was.

Q. On the 8th of June you said was when you had your formal engagement with him?

A. June 14.

Q. (Witness being shown a paper writing in some

foreign language, is asked): Did you sign this contract?

A. Yes, sir.

Q. What language is this, do you know? What language is this printed in?

A. In Yiddish, it is called.

Q. Is this what is called an engagement contract?

A. Yes, sir.

Q. Did Dr. Goldstein also sign the same paper?

10 A. Yes, sir.

Mr. Alvord: I offer it in evidence.

(Said paper is marked "Exhibit C1.")

Q. How old were you at the time of the marriage?

A. I was 15 and 9 months.

Q. On what date did the marriage take place?

A. September 8, 1914.

20 Q. Where did it take place?

A. In Grossman's Hotel, Atlantic City, New Jersey Avenue.

Q. At the time the marriage took place, who performed the ceremony of marriage?

A. Rabbi Levinthall and Rabbi Nathan.

Q. In what language did Rabbi Nathan perform the ceremony?

A. In the English language.

Q. And you understood that?

30 A. Yes, sir.

Q. What Rabbi performed the ceremony in the Hebrew or Yiddish language?

A. Rabbi Levinthall.

Q. Both on the same occasion?

A. Yes, sir.

Q. At that time what paper, if any, was given to

you under the canopy at the time or immediately after the marriage took place?

A. This is called a kesubah.

Q. Did you see that paper?

A. The Rabbi gave it to the doctor and the doctor gave it to me.

Q. What Rabbi?

A. Rabbi Levinthall.

Q. This was a part of the ceremony that took place at the time under the canopy, wasn't it? 10

A. Yes, sir.

Q. What became of that paper?

A. The doctor took it away from me.

Q. When?

A. Before I left him; it was in the desk and I went to take it —

Q. When was this?

A. Before I left home.

Q. Before you left what home?

A. My home in Camden. 20

Q. The doctor's house?

A. Yes, sir.

Q. Did you see him take it?

A. Yes, it was in the desk.

Q. Whose desk?

A. In the doctor's desk.

Q. In what manner did the doctor take it, this paper; what did he say when he took it?

A. I asked him if I could have it, and he said I couldn't have it, he wouldn't let me have it. 30

Q. Did you see the paper at the time you asked him for it?

A. Yes, I took it out of the desk, and he said I couldn't have it, and that was the time he put me out.

Q. How long was that before you were put out?

A. The day before.

Q. After your marriage to the doctor, for how long a time did he treat you pleasantly?

A. Three or four months.

Q. And after that, how did he treat you?

A. He didn't treat me nice at all.

Q. Please tell the Court exactly how he did treat you?

A. He insulted me and beat me and threatened me.

Q. How did he beat you?

10 A. With his hand, and he kicked me several times; he kicked me in the back, and with his open hand, and he threatened me he would put me out.

Q. What reason did he give for so doing?

A. No reason at all.

Q. Did he take you out for pleasure with him at any time after the marriage; he had an automobile?

A. Yes.

Q. Did he take you out in his automobile?

A. The first month—very seldom.

20 Q. Not after the first month?

A. No, I had to stay home and take care of the office.

Q. Who lived in the house besides you?

A. His father and mother, and Annie Goldstein and Sadie Goldstein—the sisters, and they moved out.

Q. Is their house adjoining yours?

A. A wall between.

30 Q. What did you have to do in the household; did you have to work?

A. I had to clean the house and attend to the door and leave the patients in; I had to cook; I had to do everything; I didn't have any servant.

Q. Who did you have to do the scrubbing?

A. I did that.

- Q. How about the washing?
A. The little pieces I did, and the large pieces I gave to the laundry.
Q. You had no other help?
A. No, sir.
Q. Had you been in the habit of doing housework?
A. No, sir, I never did it.
Q. Did he know that?
A. Yes, sir.
Q. What did he promise about that? 10
A. I would have two servants, one for the door and one for the house.
Q. Did he during the marriage and while you were living in the house with him, did he go out for pleasure in his automobile?
A. Many times, to Atlantic City, and Philadelphia.
Q. Whom did he take with him?
A. His mother and sister and brothers.
Q. How about you?
A. I couldn't leave the office, I had to stay home. 20
Q. How many times do you recollect, while you were there, did he go for pleasure with his family to Atlantic City?
A. Almost every Sunday; I can remember —
Q. A number of times?
A. Yes, sir.
Q. Did he ever take you down there with him?
A. When I was first married.
Q. How many times?
A. About three times. 30
Q. Just during the first month as you say?
A. Yes.
Q. How was he about providing you with money for you to buy little necessities and things for yourself; what did he give you?
A. 50 cents a week.

Q. Is that all?

A. Sometimes he wouldn't give me that; that's all he gave me.

Q. How about the money to run the house; did you have that?

A. I didn't run the house; he let his mother do that; I didn't know anything about the bills; he wouldn't let me run the house.

10 Q. Please tell the Court under what circumstances you were compelled to get out of his house; tell how it was.

A. Why, he beat me, and I tried to get help, and because I got help he said he was going to put me out and he wouldn't let me stay there, and he got his lawyer to put me out.

Q. Did you try to telephone to your father?

A. Yes.

Q. What happened?

20 A. The doctor pulled the telephone out and tore the wires out, and he wouldn't let me get out; he closed the doors; and I got the help of the neighbor, and I ran across to Dr. McConaghy's office across the street, and he let me telephone up to my father, and my father came down.

Q. Did he hit you with anything on that occasion?

A. He struck me in the face.

Q. Did he hit you with anything he had in his hand, the telephone receiver or anything like that?

A. Not that day.

30 Q. When was that?

A. That was March 24.

Q. 1914?

A. 1915.

Q. Tell us about the hitting.

A. My sister came up to see me on the day I got some furniture in, and I called her up to see my new

bedroom suit; the furniture was in padding, and the boys were up there, and Mrs. Goldstein and the daughter and the doctor, and I took off the padding off the bed and threw it on the floor, and he said, "Pick up the paper;" it was paper padding, and I said, "I will as soon as my company goes away," and then he slapped me in the face, and I ran downstairs to telephone, and he ran down and the receiver fell on my elbow and it made my elbow bleed, and my sister ran in and asked him to get some cotton to stop it bleeding, and he threw the cotton at her and then he put down the windows and he closed the doors, and my sister said she would call for help if he didn't leave her out, and he opened the door and there was a man coming in the front door, and he went there, and I got out through a window, and I ran over at that time to Dr. McConaghy's. 10

Q. The paper that was given to you under the canopy, as the certificate of your marriage, in what language is that? 20

A. In Yiddish.

Q. (Witness being shown a paper, headed "Certificate of Marriage," and signed at the bottom "Rabbi B. L. Levinthal, Minister," and is asked if that is the paper of the same kind or character as the one given to you?)

A. Yes, sir.

Q. It is on the same form?

A. Yes. 30

Mr. Alvord: I offer this form in evidence.

(Said paper is marked "Exhibit C2.")

Q. You didn't fully state under what circumstances you finally left your husband's home in Camden?

A. I couldn't stand it any longer.

Q. How did you leave; what did you do and what did the doctor do, and how did you get out?

A. I went up to my lawyer with my mother, and I come back and found the doors was closed, and I couldn't get in, and boys was in inside, and I knocked and told them to let me in, and they wouldn't do it, so I got a policeman to open up the door; he said he couldn't do it; so I broke in; I broke in and went
10 upstairs, and the doctor threw out my things over the floor and closed all the doors so I couldn't get my things; and I picked up a few things and I went home. He wouldn't let me have some of my things.

Q. Did he throw out some of your things?

A. Yes, sir, on the floor.

Q. And you only took such as he saw fit to throw out?

A. Yes.

Q. What was the date?

20 A. August 24.

Q. 1915?

A. 1915.

Q. At the time of your marriage, what personal property did you have in the way of furniture and trousseau and things of that nature?

A. My mother gave me a trunk full of sheets and pillow cases and dresses and towels and stockings and combinations, and so forth.

30 Q. Do you know about how much money was spent for your trousseau?

A. \$400.00.

Q. And the marriage performance or ceremony was on a rather large scale at Atlantic City, wasn't it?

A. Yes, sir.

Q. Do you know anything about the expense of that, that your father had to pay?

A. Yes, I guess that was about \$300.00.

Q. When you left his home in Camden, just tell what you took with you, what he threw out for you to take with you?

A. Why, he threw out a blue coat, and I guess there was a few sheets, and I took the sheets off the bed, and my hat and one or two old dresses, and that's about all. My bedding and things were left there, he wouldn't leave me have them. 10

Q. Had you or your parents provided moneys for the express purpose of buying furniture in the house?

A. Yes, sir.

Q. Did you get that?

A. No, sir, and all my wedding gifts were left there.

Q. Have you tried to get them?

A. I tried to, but I couldn't get them. 20

Q. Since you have left your husband's home in Camden, how much money has your husband sent to you to provide for your support?

A. \$15.00.

Q. How was that sent?

A. Once \$3.00 in a letter, and another time \$9.00 and another time \$3.00.

Q. Is that all?

A. That was all, \$15.00.

Q. Have you the letter that was sent? 30

A. Yes, sir.

Q. Is it in the room here now?

A. Yes, sir.

Q. Have you at any time refused to accept any moneys that the doctor ever sent to you for your support since you left him?

A. No, sir.

Q. You have taken all he would give you voluntarily?

A. Yes, sir.

Q. (Witness is shown a paper writing, purporting to be a letter from H. I. Goldstein to Mrs. Eva Goldstein, dated September 14, 1915, and is asked: "Did you receive that letter in the registered envelope annexed thereto from the doctor?")

A. Yes, sir, at the post office; I had to sign.

10 Q. And did that contain a check for \$9.00?

A. Yes, sir.

Mr. Alvord: I offer it in evidence.

(Said letter is marked "Exhibit C3.")

A. One is just a plain envelope.

20 Q. Witness is shown paper writing purporting to be a letter signed by Hyman I. Goldstein, directed to Mrs. Eva Goldstein, dated December 23, 1915, with an envelope annexed, and is asked if she received this letter enclosing a check for \$3.00 from the defendant; is that right?

A. Yes, sir.

Mr. Alvord: I offer the paper in evidence.

(Said paper is marked "Exhibit C4.")

30 Cross-examination.

By Mr. Woodruff:

Q. You have said that this engagement agreement is written in Yiddish; do you understand the written Yiddish language?

A. I don't understand Yiddish.

Q. There is a difference between Yiddish and Hebrew?

A. Yes, sir.

Q. Are you familiar with Hebrew?

A. I can understand Jewish.

Q. Do you understand the written Hebrew language?

A. I can't read it, I can understand it if you tell me, I can't read it.

Q. Do you know in which language that agreement is written? 10

A. I am most sure it is in Yiddish.

Q. This other form that has been submitted here; are you sure that is the same form given to you at the time of the marriage?

A. Yes.

Q. When was the last time you saw the original?

A. Before he put me out; it was in his desk.

Q. He had put it in his desk?

A. Yes, the doctor had; I had it and he said he wanted to take care of it; he is my husband, and I thought I could trust him, and I let him take it. 20

Q. Was it locked up?

A. Yes, in one of the drawers for safety.

Q. Did you ask him for it?

A. When I wanted to go home I asked him for it, and he said I couldn't have it. The drawers seemed to be open, because he was getting some papers out, and I had it in my hand, and he said, "No, you can't have it," and he took it away from me. 30

Q. And that's the last you saw of it?

A. That's the last I saw of it.

Q. You say you only took away the things the doctor laid out for you?

A. Yes, he threw them around the floor.

Q. He wasn't there at the time you took those things?

A. Yes.

Q. In the house?

A. Yes, sir.

Q. Why was it necessary for you to break in the door there?

A. Because they wouldn't open it and let me get in.

Q. Who was in the inside?

A. Just when I come in the doctor was in the
10 dining room.

Q. When you came in?

A. Yes, I seen him.

Q. Did he go upstairs with you?

A. No, he didn't.

Q. Then when did he throw these things out and
around?

A. They were on the floor, so he must have thrown
them out, because how would——

Q. The doctor wasn't upstairs?

20 A. No, he was downstairs.

Q. Did he tell you what you should take or should
not take?

A. He didn't tell me anything; he didn't speak to
me.

Q. Didn't you take a great many more things be-
sides a few articles of clothing and what you have
told us?

A. Nothing else.

Q. Didn't you take a set of dishes?

30 A. That was the next day.

Q. Was the doctor there when you came for those
dishes?

A. Yes, in the office.

Q. Did he interfere with you in taking out those
dishes?

A. He wasn't there in my room; he was in the
office.

Q. What else did you take out that day?

A. I told Mrs. Avis to keep them there.

Q. Did you take those dishes?

A. Yes.

Q. What else did you take?

A. A candelabra.

Q. What else did you take away?

A. That's all.

Q. That's all you took away from the home?

A. Yes, sir.

Q. You say you have never refused any money from the doctor?

A. No, sir.

Q. Have you ever asked him for any?

A. Lots of times.

Q. Since you have been separated from him?

A. No.

Q. Never, since you have been separated?

A. No.

Q. Have you ever written to him about money? 20

A. No, sir.

Q. In the letter when he sent you money, he asked you to acknowledge receipt of the letter and tell him what you needed?

A. No, sir.

Q. And you never did write him to that effect?

A. He never asked me.

Q. Whom have you been living with?

A. My mother and father, my parents.

Q. Was the original engagement agreement between you and the doctor — 30

A. On my engagement?

Q. Yes; what did you have to do with drawing up that original agreement?

A. I had to sign that paper, and the doctor signed it.

Q. Did you have anything to say as to what was to go in that agreement?

A. I knew my father was giving money to us.

Q. Did you arrange with any one as to what should go into this paper, any of the provisions or statements?

A. Yes, we arranged with my father; we arranged that my father would give us \$5,000 ten days after our marriage.

10 Q. A certificate was drawn up for \$5,000, wasn't it?

A. Not on that engagement.

Q. When did you first see that certificate for \$5,000?

A. I didn't see any certificate for \$5,000 on the engagement; I seen the certificate what my father gave.

Q. When did you first see that?

A. A long time ago.

20 Q. Before the marriage did you see the certificate?

A. I don't remember.

Q. Who was the certificate given to by your father, do you know?

A. I guess it was given to both of us.

Q. How was it handed to you?

A. I don't know what certificate you mean—a check my father give.

Q. To whom was it given?

30 A. It was given to the Camden National Bank to give to the both of us.

Q. When did you first see it?

A. When the doctor brought me to the bank to sign.

Q. You did sign the check?

A. I held back; I wanted to put some money on

my name, so it would be share and share alike, and he said he would, so then we signed.

Q. Who was that check signed before?

A. Mr. Davis in the bank.

Q. Did Mr. Davis hear everything he promised to you?

A. He saw that I held back, and he —

Q. Did Mr. Davis, of the bank, hear the doctor say what he did say to you?

A. I guess he did; he was sitting there.

10

Q. Where he could have heard?

A. Yes, sir.

Q. When was the first time you said to the doctor that you were entitled to be repaid this \$5,000?

A. I never told the doctor I would be repaid; he told me that it was for both of us to share.

Q. Up until this suit was started, had you ever said to the doctor that he should give you back the \$5,000?

A. I never said he should give it to me back.

20

Q. At the time you went back to live with your father, were some negotiations pending as to whether you should go back to the doctor or live with your father?

A. Was there what?

Q. Was there some talk?

A. The doctor sent me a letter: "We can't live together again."

Q. Was there some talk as to whether you should go back?

30

A. Rather than have it public, we thought we would go back together, but the doctor didn't want it.

Q. Do you know whether a sum was fixed on at that time by your father to be in full settlement of any claims?

Mr. Alvord: That is objected to.

The Court: Objection overruled.

A. I don't understand you.

Q. At the time there was a talk of your going back to live with the doctor, did you know of your father's stating how much money he wanted from the doctor for this \$5000 that had been paid?

10 A. I don't know nothing. My father did that.

Q. You never knew?

A. No.

Re-direct examination.

By Mr. Alvord:

Q. In regard to the marriage contract of the civil ceremony, didn't you have some other certificate form hanging on the wall of your house when you were married by Mayor Ellis, of Camden?

20 A. Yes.

Q. What became of that?

A. I went to take it off the wall, and the doctor tore it out of my hand, and he tore it up and threw the pieces on the floor and wouldn't let me have it.

Q. When was that?

A. The day before I left.

HYMAN I. GOLDSTEIN, the above-named defendant, being duly sworn in behalf of the complainant, testified as follows:

Direct examination.

By Mr. Alvord:

Q. You are Dr. Hyman Goldstein, one of the de- 10
fendants in this case?

A. Yes, sir.

Q. Have you got with you your bank book and
check book and vouchers?

A. I have all those I could get.

Q. Please produce them.

A. (Witness produces books and papers.) There
are some here, and some my former attorney has
requested that he be called this afternoon on the
phone, and that he would be here; he has those 20
others in his possession.

Q. Have you here now in your possession the bank
book which shows the deposit of the draft referred
to in the pleadings of about \$5000 and interest?

A. I think so.

Q. And have you the returned checks and vouch-
ers and the stub of your check book, which shows
what disposition you made of those moneys?

A. They are not in my possession just now; they
are in Mr. Bergen's possession. 30

Q. Have you made a demand on him for those
books and papers that I called for?

A. I subpoenaed him; I sent him a letter, and he
said he would be here.

Q. You subpoenaed him; do you refer to Messrs.
Bergen and Richmond?

A. Yes.

Q. Did you demand from them these vouchers and papers which I have requested?

A. I asked them to turn them over to my attorney.

Q. Did they refuse to submit them to your attorney for this purpose?

A. They declined.

Q. They withheld them?

A. They withheld them, unless Mr. Bergen brings
10 them with him this afternoon; I have an idea he will, probably.

Q. Then you have not here the checks and vouchers and the stub of your check book to show how you have expended this \$5000?

A. No, because there was an unusual demand on me to pay a certain sum to get them, and owing to these bills for prosecution, I didn't have the funds.

Q. So these papers which are in this case and which you notified your attorneys you needed and
20 which they withheld, you could only get if you made a certain payment —

A. Yes, but I subpoenaed the cashier of both banks and ordered them —

Q. The vouchers and the checks you have not got here?

A. No, sir.

Q. And you are unable to show how you paid that mortgage?

A. I can show that.

30 Q. Please produce the check, receipt or voucher that you have for the payment of that mortgage.

A. I have those things. This is the receipt, this is the cancelled mortgage (handing counsel papers), and then I have a note here.

Q. What did you do with the \$5000?

A. I used most of it to build a house, and I have

receipted bills for the house here that I can produce.

Q. How much did you expend of this \$5000 on the house that you refer to, 1439 Broadway, Camden?

A. Why, approximately over \$4000, and some of the rest I used during the year. It went away for bills and odds and ends.

Q. In which bank in Camden did you deposit this money?

A. The certificate of deposit went on the credit 10 of the Camden National Bank September 3, 1914.

Q. Will you produce the bank book?

(Witness produces a bank book.)

Q. How long did you continue your active account in the Camden National Bank after the deposit of this \$5034.16?

A. That money was practically expended within four months, that is, during the time the house was 20 being built; then, after that I continued my account up until—well, I still have a small balance there, I don't know exactly what it is.

Q. Was that the only bank in which you kept your account in Camden at the time you disposed of this \$5000?

A. No, sir.

Q. What other bank?

A. The Broadway Trust.

30

The Court: If the \$5000 is all that you are seeking here, as you say, why do you want to go into another account?

By Mr. Alvord:

Q. Can you say what become of the other \$1000?

A. I had a lot of extras in the house. that was later, for instance, hardwood floors—she wanted them.

By the Court:

10 Q. How much was that?

A. About two or three hundred dollars for hardwood floors.

Q. Did the whole \$5000 go into the house?

A. Yes, sir, but not until later.

By Mr. Alvord:

20 Q. Out of what bank did you get the funds to pay this mortgage of \$700 on the property adjoining your house that you conveyed to your mother?

A. Out of a loan I was given at the Camden National Bank on the same day this note was paid.

By the Court:

Q. It was not part of the \$5000?

A. No, sir.

By Mr. Alvord:

30 Q. At that time you had a balance of \$5000 in the same bank?

A. I suppose some of the money was there; I can't say, because I hadn't made the final payments.

Q. Wasn't this note just simply credited to your account in the Camden National Bank the same as the \$5000 and more was credited?

A. It was credited to my account, and the idea was, that when the house was completed the mortgage wasn't just due, and I went to borrow this money to pay the mortgage off.

Q. At that time didn't you have that much money in your account, before the note was credited to your account?

A. I really don't remember how much I had, but if I did, I had to have it for a payment which was coming due.

10

Q. You don't know whether you did have there \$700 in your account as a balance left from this \$5000 or not?

A. I don't remember surely.

Q. And you have not got the vouchers and accounts at present to prove it?

A. I have the receipted bills to show what I paid.

Q. Have you got the vouchers and checks?

The Court: I think he said he had not.

20

By Mr. Alvord:

Q. Did you say that you paid this \$724.00 by check?

A. I gave a check to the man to whom I owed the money, but it was drawn on this money that was credited that day.

Q. Please produce your deed to the property, the real estate you have in Camden, 1437 and 1439 30 Broadway, Camden.

(Witness produces papers.)

Mr. Alvord: I offer in evidence the deed of conveyance from Joseph F. Mark and wife to Hyman I.

Goldstein, dated April 29, 1914, recorded April 30, 1914, in the office of the register of deeds of Camden County, in Book 386, page 516.

(Said deed is marked "Exhibit C5.")

Mr. Alvord: I also offer in evidence a decree of conveyance from Thomas J. Keene and wife to Hyman I. Goldstein, dated July 7, 1914, recorded
10 July 7, 1914, in the office of the register of deeds for Camden County, in Book 387 of Deeds, page 252.

(Said deed is marked "Exhibit C6.")

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

20 Direct examination.

By Mr. Alvord:

Q. Are you a Rabbi of the Jewish faith?

A. Yes, sir.

Q. Where do you reside?

A. 324 Centre Street, Trenton, New Jersey.

Q. Are you an Orthodox Jew?

A. Yes.

30 Q. And are you familiar with the usual engagement and marriage contracts of the Orthodox Jews?

A. Yes.

Q. Do you sometimes perform these ceremonies?

A. Yes.

Q. You are acquainted with the language which is used in papers of the character of "Exhibit C1"?

A. Yes, sir, I am.

Q. You are able to read it?

A. Yes.

Q. What is it?

A. It is the Aramaic Dialect, not Hebrew; this has been arranged by the sages.

Q. Is it Yiddish?

A. No, sir, Yiddish is a jargon that people speak in Russia.

Q. Have you examined this translation? 10

A. I have not examined the translation.

(The witness is withdrawn from the witness stand to enable him to examine the papers.)

ABRAHAM LIPITZ, a witness produced on behalf of the complainant, being duly sworn, testified as follows: 20

Direct examination.

By Mr. Alvord:

Q. You are the father of Eva Goldstein?

A. Yes.

Q. Have you a book with you to show the date of the birth of Eva Lipitz?

A. Yes. 30

The Court: What is this for?

Mr. Alvord: The other side has asked us for it, but if your Honor don't think it is material, I don't.

By Mr. Alvord:

Q. How and under what circumstances did you agree to pay \$5,000 as a dowry for the contemplated marriage of your daughter to Dr. Goldstein?

A. The circumstance was this; he fooled, he fooled me; I don't know that he was engaged to somebody else before it was broke up to a big demand of money.

10

By the Court:

Q. Because he demanded big money, do you mean?

A. Yes, sir.

Mr. Woodruff: I ask that that be struck out.

The Court: Motion denied.

20

By Mr. Woodruff:

Q. Go ahead.

30 A. He came to me; never knew the man; never knew his mother; never knew him, and he introduced himself and began to come around to the house for a month straight. I begged him, "My child is only 15 years old, and let her alone;" he smelled it I have got money, and he wants that money, he don't want the girl, he wants the money, and he knows he was thrown out from lots of places where he demanded money but I, as a father of ten children, seven of my own and three adopted children, and I had money, or at least I had at that time, and I love very good my children; and I will make exception as I done with the other children, I will give her more than I give the other children—it is the last baby. He

presents to be a nice man. I trusted him and give him my child; I give him the \$5,000, and he told me he was going to take care of her, he will do it to the best of his knowledge. He knows what life she had in my house; he knows he couldn't make her for a servant and demand her to carry coal from the cellar to the furnace,—which he done it.

Q. What did he represent himself to be worth at the time?

A. He said, "I am worth from ten to fifteen thousand dollars," but he said, "You might say ten thousand dollars sure," and will prove it to me; he said, "I will prove it. \$2500 my instruments; \$1300 I paid for a car, and it is \$600 for a piano; \$1500 I got standing money due me from patients, 40, 50, 100, 120"—I sure didn't examine about a doctor; I thought he was a fine young man, I don't know he was anything else; and then he said, "I am insured; I got endowment policy that run out right away; I don't want your money at all; this money is only for a home for us, and I will treat her like a baby." Now, then, the trouble begin; he wants to catch me with the money; he was smart; he was smarter than I was; so he come to me and said, "I want to be engaged to your girl;" and I said, "What's the matter with you; why do you keep her in Camden?" He said, "She is going to be my wife."

Q. Did he have her as a guest in his house?

A. Yes, sir, and for the first three days she had her sister and he was a doctor and talked to her that way; she come home and said, "Papa, he is a nice man, and they are good people and I like them." "All right, as long as you like them, I am going to help you;" and I did help. He said, "I want to be engaged;" I said, "All right." He said, "This is another question, but I couldn't come in your house

without a present for the girl like that;" I said "What do you want?" He said, "Really nothing, but I couldn't take a present, it should be five or six hundred dollars to buy jewelry;" I said, "As long as you are trying to be my son-in-law, you will be, you are my child as she is; I will give a check for \$5,000 to you and to her; take \$500 and buy jewelry and take the balance and buy a house; if you will promise me that I can trust you this." He said, 10 "You can ask," and the trouble was I asked it too late; and when I asked it, he said, "You come too late;" then I sit down and make a check to the Tradesmen Bank of Vineland for \$5,000—

Q. Is this the receipt you got from the doctor for the certificate of deposit for \$5,000 (showing witness a paper)?

A. Yes, sir, I will explain it; so while he was at my house to make this arrangement with me, I said, "Are you going to use this money for some other 20 purpose; are you in debt to somebody?" He said, "No," and I said, "Well, if I can trust you this \$5,000, I am going to give it to you; you said you will take care of my child and do the best you can for her; she is a baby really, and I have no right to marry her;" he said, "Oh, we will marry later; we want to get engaged;" I said, "All right." This was the 9th of June; he said, "I want the engagement the 14th; I have to have this money to pay for a lot 40 feet front in Broadway, and \$500 I will give for jewelry, and the balance will build us a nice home for 30 me and my wife; I don't like mortgages;" he said he wouldn't take out a mortgage. He said, "I will pay cash." I make out a check and went to the bank and put in the money in the bank, and they give me a certified deposit slip; so the bank have to do with him, not I; I paid it to the bank. I took that check

and came to Camden. I said, "You told me you must have some security paid in bank that you should buy jewelry to my daughter, and you should buy over that lot;" I said, "Come into any bank with me, and I will give it to you." We went into the Camden National Bank; he said to the cashier, "Mr. Davis, do you mean to say that this check is good which this man gives me?" Mr. Davis says, "This man don't give you a check; it is the bank that give you a check and the money is good." 10

Q. Is that the receipt you got there?

A. That is his signature.

Mr. Alvord: I offer the receipt in evidence.

(Said receipt is marked "Exhibit C7.")

Q. Were you present at the engagement ceremonies which were had?

A. Yes, sir.

Q. At the time that this engagement contract was signed, did you understand, and did the doctor understand, that there was to be the usual marriage ceremony according to the Jewish faith, to take place between the parties? 20

A. Never understand different, only this was my binding——

Q. Did you or didn't you?

A. This was my binding—I did understand everything; this was only my hope—— 30

Q. Answer the question.

A. Sure, I did.

By the Court:

Q. What did you say?

A. It was my hope that I can bind him with the

Jewish contract, that he bind himself to be responsible to keep her and maintain her, and if not, he shall give his coat even back, he shall give everything. That keeps a Jew from not doing wrong; nobody would do wrong then, only if he was a thief.

By Mr. Alvord:

Q. Are you acquainted with the rites and ceremonies, the marriage ceremonies customary among Orthodox Jews?

A. Sure.

Q. Do you know what constitutes the marriage under the canopy?

A. Yes, sir.

Q. And with sanctification?

A. Yes, sir.

Q. How many of your own children, before this, have been married by these ceremonies?

20 A. One was married by the Christian; that is different.

Q. Answer the question.

A. I have to count, five or six, I think, or so.

Q. They were married, these five or six, with this ceremony?

A. Yes, sir.

Q. Under the canopy?

A. Yes, sir.

30 Q. In each of those cases where your children, or other people you have seen married under the canopy, is there a paper that is given by the groom to the bride?

A. Yes.

Q. And is that witnessed by parties?

A. Two witnesses.

Q. In this case, in the case of the marriage of your

daughter Eva to the defendant, Hyman Goldstein, was any paper produced, any Kesubah?

A. Yes, sir.

Q. Was there such a paper prepared and produced at this marriage of your daughter to the defendant?

A. Yes, sir.

Q. And who do you remember were the witnesses to that paper?

A. Yes, sir.

Q. Who?

10

A. Abraham Lichtenstein and H. Klein.

Q. Was that a paper signed in some foreign language?

A. The doctor from Philadelphia, Levinthal.

Q. He produced a paper?

A. I pay him ten dollars for that contract.

Q. What became of that contract at the time of the marriage, after the ceremony was gone through with?

A. When they made the engagement, they made two copies, because he wants one and she wants one, to be protected; they give her—they give him the agreement; he gives her, and she puts it in her bosom, but after the canopy, after the marriage, he takes her away—

Q. Just answer the question; the contents of this paper, do you know what it is?

A. Yes, sure.

Q. This kesubah?

A. Yes, sir.

30

Q. Was the contents of that paper in the ceremony performed in English by Rabbi Nathan?

A. Yes.

Q. He took the contents of that same document?

A. Not all; he is a reformed Jew; he told them they should be good one to another.

Q. It was not?

A. No.

Q. Was the contents of that paper made known in the foreign language by Mr. Levinthal?

A. Sure, before the public, over a hundred people; yes.

Q. Were you with your daughter and this defendant under the canopy right there; the canopy is a little thing four or five feet square?

10 A. Yes, sir.

Q. What demand was made upon you for money after this \$5,000 was paid by the doctor?

A. There is a letter in a month and two days, I shall send—

Q. Before the marriage took place, did the doctor demand more money from you, and if so, what?

20 A. When I told him that \$5,000 I will give him, his mother stood there and said, "Give him six;" I said, "This is no horse or a cow; I wouldn't give a cent more; I will drop it off entirely." So he come up and said, "No, no, no, it will be \$5,000."

Q. What took place between you and the defendant, the doctor, your son-in-law, in reference to some argument that you had about his engagement to some one else?

30 A. After, when the engagement was, he brought two little rings to my daughter and took her right away from me to his home; and then she wrote me a letter, "Pop, come here and take me out." When I came she said, "Papa, it seems to me they are only after money, and I couldn't stand it; they begin to treat me, so I believe you should better take me home." I said, "All right, I'll give you back the three rings," I say to him, "I am afraid for a little child like that to live here." In the meantime, a man came over to me and said he was engaged to

the daughter of Rabbi Brenna, and he took \$175.00 to buy a ring, and when the Rabbi asked him why didn't he bring the ring, he said, "My mother said if you will give me six thousand dollars I will give you the ring." Then he said, "Give the \$175.00;" he said, "I can't, I buy my instruments"——

Q. Just answer the question. (Stenographer repeats the question.)

A. He says, "For the reason that you went to Brenna, you will pay me another \$1,000; it will cost you \$1,000." 10

Q. What did you say?

A. I said, "I'll take my child home;" I wouldn't be bothered, and he see I mean it, and he began to say, I shall forgive him, and so and so.

Q. At that meeting did you inform the doctor of what Mr. Brenna had told you of his daughter being engaged to him?

A. Yes, sir.

Q. After the marriage, did the defendant, Goldstein, make a demand on you for money for furnishing his house? 20

A. Yes, sir.

Q. Is this a letter that he wrote to you practically for that purpose (showing witness a paper)?

A. Yes, sir.

Mr. Alvord: I offer this letter of the doctor in evidence, dated 10/13/14.

(Said letter marked "Exhibit C8.")

30

By Mr. Alvord:

Q. Did you comply with the demand for \$1,000?

A. I was compelled——

Q. Did you give him the \$1,000?

A. No, not all the thousand.

Q. Did you receive a letter from the doctor's mother in reply to a letter which you sent about your daughter?

A. Yes, sir.

Q. Since the marriage, what did you know from the doctor, if anything, of the trouble between himself and his wife; just answer shortly.

10 A. The demand was I should give him money and to his mother; I didn't answer her.

Q. Give him money?

A. That I should give more money, and to his mother.

Q. What did she want?

A. That I shall give \$1700 if I want peace, and if I want this quarrel "give me \$1700; I will give you second mortgage on my house, and I will move away from here to Scranton, Pennsylvania." And I told
20 her I would never give a cent more, and I went into the doctor and I ask him what this mean, and he says, "You will have to cough up that \$1700; if not, it will cost you three times seventeen, and you will keep your girl home."

Q. Did you come up to Camden at about the time that your daughter left her husband's house?

A. I was sent letters and telegrams and telephones if I would protect her the society is going to protect her, how cruelty they treat her, and I go there and
30 the only thing to do was to take out a warrant for this man, and I done it; and he was indicted under six charges.

Mr. Woodruff: That is objected to.

Q. Since your daughter left her husband's home in Camden, where has she been living?

A. Right with me.

Cross-examination.

By Mr. Woodruff:

Q. In the agreement, the engagement agreement, as it was made, the doctor was to give presents to the bride, was he not?

A. Yes, sir.

Q. Under that agreement, he was to give presents to the bride?

10

A. No, he didn't put it in that.

Q. That wasn't in the written agreement?

Mr. Alvord: That is objected to.

The Court: Objection overruled.

Q. You and the doctor talked about from what source you were going to get the money to buy the presents, didn't you?

20

A. Yes, sir.

Q. Did he have the money himself at that time?

A. He says, "My money is out" he couldn't use it; it's on books.

Q. Where was he going to get the money from to buy presents?

A. If I give him a certificate he can on account of that give a note and get the money, or they will trust him.

Q. The presents he was to buy for your daughter, 30 were to be bought out of this \$5,000?

A. I told him he can use \$500.

Q. Of the \$5,000?

A. Yes, sir.

Q. Did you put any limit on him as to what he was to do with the rest of the money?

A. He agreed with me to use this money for the best for him and his wife; I shall trust him that he will have her a nice home and everything nice; I thought he is my child the same as she is; I surely thought she is only 15 years and 3 months by the engagement—

Q. Do you understand you gave him this money the same as to your child, a child of your own?

A. No; being a doctor that he shall take care of
10 my child; I trusted him he would do so, as he promised before a witness.

Q. At the time the marriage took place, was there any other contract ever drawn up, a written agreement?

A. Never.

Q. The only other paper that was produced at the time of the marriage was this certificate which was signed by the Rabbi?

A. This is the Orthodox one, when they touch the
20 handkerchief, and they sign the witnesses; it is even necessary he shall sign; it wasn't necessary; if the witness signed and the Rabbi who performs signed, that holds the Orthodox Jew, unless he's a thief or something, just the same as the law of the United States would make a law just as strong.

Q. There was no more getting together where you talked about what he was to do or not to do at the time of the marriage, was there?

A. No, I couldn't understand it what you mean.

30 Q. You and the doctor, or your daughter, you people who were interested, didn't sit down again at the time of the marriage and talk about what was to be done with the \$5,000, did you?

A. No.

Q. You did not?

A. I never talked with him any more concerning this business, as he was trusted.

Q. And the only time you talked about it was up until the time this first agreement was made?

A. That's all.

Q. When did you ask for the \$5,000 back from the doctor?

A. When he kicked out my child.

Q. Did you ask the doctor at that time to give you back the \$5,000?

A. Sure.

Q. Where were you when you asked him? 10

A. At the lawyer's office.

Q. Which lawyer's?

A. Lawyer Bergen and Richman.

Q. For what did you ask at that time?

A. For the full amount; he offered me \$3,000, not \$2,000; I told him I wouldn't accept, only he should put my child back as he got it—as trustee.

Q. You wanted him to give back the full \$5,000?

A. I asked him three ways, one way he should give my child the dresses and jewelry and I take her back home, and the other way he shall go with me to any arbitration not to make a shame out of my child and me; and he refused, and he refused the other one, he refused that; and the third offer, he shall give me a second mortgage on both properties, to hold it for my child's money, then I will take my child home and wouldn't go to a lawsuit; the man absolutely refused it. 20

Q. Up until that time, they had been married how long? 30

A. They fight three months after they——

Q. How long was it from the time they were married up until you had this meeting at the lawyer's office?

A. Eight months.

Q. During that eight months had you at any time told the doctor how he should spend that money and what he should do with it?

A. Yes; he should feed her; I brought the money cash, I give him a check, I got it.

Q. Well, other money?

A. Sure, except this \$5,000.

Q. Did you at any time during the eight months tell the doctor what he should do with the \$5,000?

10 A. Sometimes I talked it with him and sometimes not, according how it was; I couldn't say I did or didn't; lots of times I did talk it.

Q. Did you talk to him during that eight months, about what he should do with that \$5,000?

A. I objected why he should give the money to his mother to make a quarrel in the house; that was my most objection, that he hadn't done right "in taking away the money which I trust with your wife," I said, "and you are taking trouble in putting in another little addition to your house."

20 Q. Well, whatever that is, that is the only objection you made during the eight months?

A. That's it.

Q. You made the draft in the name of both the doctor and your daughter, didn't you?

A. No, the daughter and the doctor, she was first.

Q. Those names were in the draft?

A. No, I only meant it to be her money; he was trustee, and give her the benefit.

30 Q. There is no question but that the draft was made in both names?

A. Yes.

Q. You expected, did you not, that your daughter should sign that draft, and the doctor should have the money to use?

A. I expected he would be the trustee.

Q. That the money should be turned over to him?

A. Only as trustee, not to him

Q. It was to go into his account?

A. I was not giving it to him; he shall use it as he wants to, but as trustee for my child.

Q. You expected it to go into his account and not into the account of both your daughter and the doctor?

A. I don't know what I will do at that time; I didn't understand what to do at that time; I didn't understand what to do; I never thought there was going to be a quarrel.

MARCUS KATZ resumes the stand.

Direct examination (continued).

By Mr. Alvord:

20

Q. How did you find the translations that have been offered to you of "Exhibit C1"?

A. Well, both translations are correct; it is only a little difference in the wording, but it means the same thing.

By the Court:

Q. The two translations that you refer to are in 30 English, that is, they have been translated into English?

A. Yes, sir.

Mr. Alvord: I offer in evidence both the translations, one translated for the complainant and the other for the defendant.

(Said translations are marked "C9a" and "C9b," respectively.)

By Mr. Alvord:

Q. In these translations, I notice in both translations, the agreement, which is an engagement contract, is it not?

A. Yes, sir.

10 Q. This agreement refers to an obligation on the part of the bridegroom to wed the bride under the canopy and with sanctification, according to the laws of Moses and Israel. Now, the ceremony that is called for by that clause in this engagement contract is the actual religious ceremony of marriage between the parties, is it not?

A. Yes, sir.

Q. That religious ceremony of marriage under the Jewish law provides for what?

20 A. Well, the very first thing, we shall not marry a pair unless they bring a marriage certificate from the court, and as soon as they come to the Rabbi, the Rabbi gives them another contract, which is called Kesubah.

(Witness is shown "Exhibit C2," being a form for certificate of marriage, and is asked if that is the form of the contract that he refers to.)

30 A. Yes, this is the marriage certificate.

By the Court:

Q. The Kesubah?

A. Yes.

By Mr. Alvord:

Q. Is that the contract that is executed and forms the marriage contract between the parties?

A. Yes, it is not signed by the witness.

Q. But it is the form?

A. Yes, sir.

Q. Is that the same form that is always used?

A. Yes, usually.

Q. And that is used in what you call the ceremony 10
under the canopy and with sanctification, does it
not include this paper?

A. It does include this paper.

Q. As part of the ceremony as provided for in
this other agreement, "Exhibit C1"?

A. Yes.

Q. Will you please examine this certificate under
the seal of Rabbi Levinthal, as a translation of
"Exhibit C2," and state to the Court whether the
same is correct, and if incorrect, please correct it. 20

The Court: If the translation is offered, I will
admit it in evidence, and will reject it on objection
from the other side, if it is not correct.

Mr. Alvord: I offer the translation in evidence.

(Said translation is marked "Exhibit C10.")

Cross-examination.

30

By Mr. Woodruff:

Q. Doctor, will you refer to that portion of the
agreement where there is a difference in these two
translations, and give us your translation of it; I

refer to the paragraph which starts off "First, The aforementioned bridegroom binds himself to wed the aforementioned bride;" give us your translation of that paragraph?

A. "Firstly. The groom mentioned above, he promises to marry the young lady, the bride before mentioned." This is a loose translation.

By the Court:

10

Q. Do you mean a literal translation?

A. A literal translation; he promises to take her for his wife under the canopy and marriage ceremonies, that means the ring ceremony, according to the law of Moses and Israel, and they shall not—that means the bride and groom—conceal, or they shall not hide one from the other, any transaction of money or whatever they possess, but both of them shall be rulers of their possessions alike, or control

20

their possessions alike.

Q. Do you mean both shall have equal control?

A. Yes, sir.

By Mr. Woodruff:

Q. Go ahead.

A. As is the custom of all of this country.

30 Q. One of the translations that you said was like the other, says that they shall in any matter concerning money, they shall share in their possession just portion for portion?

A. Yes; that is, alike.

Q. Literally, does that say they shall control, or that they shall share?

A. They shall control.

Q. What is the Hebrew word?

A. Shofot, meaning controlling, ruling.

Q. And that is the word?

A. Yes, sir, for Joseph was the ruler over Egypt, and that word comes from there.

Q. You say the last part of that clause means, "as is the custom of this country"?

A. It means the whole world, or as the people usually do, because literally it means the whole earth, because they are always living according to the custom of the country where they live.

10

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

Direct examination.

By Mr. Alvord:

Q. Were you present at the marriage ceremony in Atlantic City of your daughter Eva and the defendant, Dr. Hyman Goldstein?

A. Yes, sir.

Q. Did you hear the marriage ceremony as pronounced by Rabbi Nathan and Rabbi Levinthal?

A. Yes, sir.

Q. Were you under the canopy at the marriage?

A. Yes.

Q. And did you see the certificate of marriage, the Jewish certificate of marriage, handed by the doctor to your daughter?

A. Yes, sir.

Q. Were you then near or under the canopy?

A. Yes, sir, I was under the canopy.

30

Q. You were under the canopy?

A. Yes, sir.

The Court: Is there any question about that?

Mr. Woodruff: No, sir.

Recess Until 2 P. M.

EDWARD J. MCCONAGHY, a witness produced on behalf of the complainant, being duly sworn, testified as follows:

Direct examination.

By Mr. Alvord:

Q. You are a practicing physician of Camden, are
10 you not?

A. Yes, sir.

Q. Did the complainant, Eva Goldstein, come to
you at some time, or did you see her as though she
had been struck in the face?

A. I did.

Q. Please state what occurred, what you saw in
that connection?

A. On the 16th of August, if my memory serves
me correctly, at or about lunch time, I was at lunch
20 and the doorbell rung rather violently, and my
mother or my wife answered the summons to the
door. I heard some one crying in the reception room,
and thinking that some one might have been injured,
I arose from the table and went to see what the com-
motion was. I saw Mrs. Eva Goldstein crying, and
I asked her what was the trouble——

Mr. Woodruff: I object to her statement.

30 The Court: I will allow the testimony; it might
be proper.

A. I asked her what was the trouble; she said she
had been struck, and I asked her where, and she
showed me; on the left side of the face was a rather
red mark, a contusion.

Mr. Woodruff: I ask to have that part struck out.

The Court: I will allow it to stand.

By Mr. Alvord:

Q. Did she say he had struck her?

A. Yes.

Q. What did she tell you?

Mr. Woodruff: That is objected to.

10

The Court: Objection sustained.

By Mr. Alvord:

Q. Please state to the Court how severe this appeared?

A. I couldn't state the severity of the injury; I neither felt it nor examined it, but simply saw this reddened mark and apparent contusion; the severity I know I couldn't state. 20

Q. Did it appear to be fresh?

A. It was apparently fresh, if my knowledge serves me correctly.

By the Court:

Q. Was it discolored?

A. It was a reddened mark, yes, sir.

30

Mr. Woodruff: No questions.

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

Direct examination.

By Mr. Alvord:

- 10 Q. Do you reside in Camden?
A. Yes, sir.
Q. Do you live anywhere near where Dr. Goldstein resides?
A. I did when the trouble went on, but I don't any more; I did then.
Q. What trouble did you see between Dr. Goldstein and his wife?
A. Well, I seen so much that —
Q. What trouble did you see?
20 A. The first trouble I saw, I seen him smack her in the face.
Q. Did you hear any conversation between them at that time?
A. Yes, I used —
Q. At that time when you saw the doctor slap her in the face, what conversation did you hear between the doctor and his wife, if any?
A. My husband used to work for Dr. Goldstein —
- 30 (Stenographer repeats the question.)
- A. She come around for me and I went around there, and he told me to go home, and that's all I seen, and I seen lots of racket where he was cruel with her —

Mr. Woodruff: That is objected to.

Q. At the time you saw the doctor slap Eva Goldstein in the face, please state to the Court how he did it and in what manner, whether he hurt her or what?

A. He walked in the room and give her a slap like that (indicating), and he said "You shut up," and he said to me, "You go home, Mrs. Schlett;" and I had my little girl with me, a little thing only about 10 three years and a half old.

Q. Where was your residence in relation to the residence of the doctor?

A. 459 Lemon; my yard and his yard met, and we could see everything went on between the windows like, everything.

Q. Please state what you did see.

A. One day I heard them rowing that way, and she screamed, and his mother come in and shut the window down quick; that's what they always done 20 when they started a row, somebody always pulled the windows down so nobody could hear them; they always did.

Q. Then, at that time you really didn't see anything?

A. Yes, sir; she would run crying, and somebody would grab hold of her and pull her back again, but I don't know how that was—several times.

Q. Do you know anything about whether the doctor went away in an automobile and left his wife 30 home?

A. Yes, sir; I went around and went around on the step, and then I said, "What's the matter with you?"

Mr. Woodruff: I object to the conversation.

Q. What time in the day or night was this?

A. It was in the morning, around about ten o'clock, on the Sunday morning this was.

Q. And at that time had you seen whether the doctor left or not?

A. Yes, sir, I was at the corner when they left, the mother and the doctor and his sister.

10 Q. What were they in?

A. The automobile, his own machine.

Q. Do you know anything about how long they were gone?

A. No, I don't know; only I know about five o'clock her father came up and she was crying; she was all alone, and her father came up and he brought some fruit up.

Q. Had the doctor been away all the time in the meantime?

20 A. No, sir, I don't know that.

Q. What other occasion do you know of when you have seen anything in connection —

A. That's all I seen; I don't know what they were talking about inside; we could hear it; the back of our yard met theirs.

By the Court:

Q. Who did the wrangling?

30 A. Why sometimes I would hear him holler, and sometimes I would see her crying and get beat; she wouldn't be crying for nothing.

Q. Did you hear them both wrangling?

A. I heard him.

Q. Did you hear both of them?

A. Yes, I heard them both wrangling.

By Mr. Alvord:

Q. Do you know of any other times when the doctor went away with the automobile and the family and left her there?

A. No, sir, that's the only time.

Mr. Woodruff: No questions.

10

ABIGAIL B. AVIS, a witness produced on behalf of the complainant, being duly sworn, testified as follows:

Direct examination.

By Mr. Alvord:

Q. You live in Camden?

A. Yes, sir.

20

Q. Did you live anywhere near Dr. Goldstein's residence at the time when he and his wife had trouble?

A. Yes, sir.

Q. What did you see in relation to the conduct of Dr. Goldstein towards his wife?

A. Well, where I live at I moved there the 29th day of May.

Q. What year?

A. 1915; so my little girl is extremely nervous; I was making beds in the bedroom, and she came upstairs and said, "Mamma, mamma, mamma, don't let that man hurt that woman."

30

Mr. Woodruff: That is objected to, and I move to strike it out.

The Court: Strike it out.

Q. What did you see?

A. The doctor chasing his wife.

Q. What did he have in his hand?

A. He had his fist doubled, and he made a blow at her, and whether he hit or not, I don't know; the mother ran and shut the windows down, and I couldn't hear any more on that day.

10 Q. Who ran?

A. The doctor's mother ran from her part into the doctor's and shut up everything so I couldn't hear.

Q. What other time did you see any trouble between them?

A. In August sometime, I can't give the exact date, but it was in the month of August. There was a big time over there; they had quarrelled for a considerable length of time in the house, and I couldn't understand what they were saying; they talked in
20 another language. I saw the father and mother there; then I saw the scrapping. Mrs. Goldstein flew to the window, and I didn't see her any more; she fainted, or something; I didn't see her any more. The doctor looked to be excited. That evening Mrs. Goldstein said —

Mr. Woodruff: I move to strike it out.

The Court: I will let it stand.

30

Q. Anything further?

A. I seen several fights there, and I heard her holler "Murder" a couple of times.

Q. Tell us what you did see or hear at any time or times, other than the times you have specified.

A. I seen lots of things, that is, different chasings around, and her crying, and the doctor growling; I have seen him chase her continuously around; my windows are opposite theirs.

Q. Did you ever see him have anything in his hand?

A. No, but with his fist doubled, and that day I knew he must have struck her, because she fell.

Q. Did you ever see him follow her with a knife in his hands?

10

A. I don't know; I wouldn't swear whether it was a knife; it glistened; I couldn't say. My little girl saw that, not I.

Q. Did you know of the doctor going away with the rest of the family and leaving his wife home at night?

A. Yes.

Q. Please tell the Court what you do know about that.

A. I have seen the doctor and his mother and sis- 20
ter go out a considerable lot in the machine, and the wife would stay at home; I have seen her in the back yard, and one instance I saw him go up the back steps and they would have a rail up for protection, and he gave her a shove with his foot; I seen that; he gave her a push with his foot.

Q. Did he shove her off the porch?

A. No, I don't know what he did.

Q. Did he kick her or shove her?

A. I don't know what he meant to do; that's the 30
way he went (indicating), with his foot towards her, in no gentlemanly way.

Q. How late at night did you know of her being left alone there while the others were out?

A. I seen the lights burn in the back part between 11 and 1 at night.

Q. Did you know then she was alone?

A. I heard her say she was alone.

Q. At that time?

A. Yes.

Q. Did you know where the rest of the family were?

A. Well, I saw them up Broadway on a couple of different nights, but the wife was not with them.

10 Cross-examination.

By Mr. Woodruff:

Q. You can only see the rear of the house, can't you?

A. I can see a considerable lot of the house.

Q. You can only see the rear ——

A. No, sir, up Broadway ——

Q. How far away is your home from their house?

20 A. My yard meets part of their yard, my alley-way meets part of their yard.

By the Court:

Q. You live in an adjoining house?

A. No, sir, their house runs this way and mine runs this way (indicating), and the fence ——

By Mr. Woodruff:

30

Q. From the rear of one house to the rear of the other, how far is it?

A. About a depth of 30 feet or 35 feet.

Q. And you can see from your house over into the doctor's house?

A. I seen into the kitchen, and they hung curtains so I couldn't see it.

Q. The only time you saw the doctor raise his hand to strike her was the time you saw them across the room?

A. Across the room.

Q. That's the only time?

A. I seen him that time and once when he chased her.

By the Court:

10

Q. Did he hit her then?

A. Yes, sir, he hit her then.

By Mr. Woodruff:

Q. Did you see him hit her?

A. He raised his hand once and I knew he hit her.

Q. The first time you didn't see it?

A. This is later; yes, I seen her.

Q. From what do you say he struck her, from what fact? 20

A. He had his hand raised in this position (indicating).

Q. And after that, the window was pushed down?

A. Yes, sir.

Q. Didn't you say you couldn't tell whether or not he did strike her?

A. I don't think so; he did strike her, for I seen him do it.

Q. The other time you speak about, what did he do in the yard? 30

A. He had come in from his machine; he had a garage out in the yard, and he walked to the step up the railing, and he pushed her with his foot.

Q. And they are the only times?

A. No, before.

- Q. What did you see him do the other times?
 A. They did so much I couldn't tell you.
 Q. He didn't do so much, did he?
 A. She hollered "Murder" a couple of times.
 Q. What did you see him do?
 A. Strike her.
 Q. How many times?
 A. Twice.
 Q. What with?
 10 A. His fist.
 Q. Did you see him strike her more than one time?
 A. Once; I seen him before upraise his hand, but I couldn't say whether he struck her, but it looked like it.
 Q. There was only one time that you could positively say he hit her?
 A. Yes.
 Q. You are very partial to the cause of the Lipitz and Mrs. Goldstein, aren't you?
 20 A. No, not particular friends of either one of them; they are entire strangers.
 Q. You testified in the criminal case, didn't you?
 A. In the Camden Court House.
 Q. And you had an entire set of dishes given you by the doctor's wife at the time of the separation?
 A. No, sir, never; I had them to take care of; they were not given to me.
 Q. They were there at the time of the criminal trial, at your home?
 30 A. Yes.
 Q. And you were asked at the criminal trial whether they were given to you?
 A. Yes, sir.
 Q. When were they taken away?
 A. They never have been; they are still in my possession.

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

Direct examination.

By Mr. Alvord:

Q. You are a sister of the complainant?

A. Yes, sir.

Q. And you reside in the city of Philadelphia? 10

A. Yes.

Q. You are a married woman?

A. Yes, sir.

Q. Have you been to the residence of Dr. Goldstein in Camden while your sister was living there as his wife?

A. Yes, sir.

Q. Please state to the Court what you saw and heard of trouble between the doctor and his wife when you were visiting their house? 20

A. It was about March 24th I went over there, and in the meanwhile I saw—when I was over there some furniture came; there was a bedroom suit and they asked me to come up and look at it; and I went up and looked at it, and Evelyn Goldstein was up, the doctor and his sister, and a few others were there, and they were unpacked, and Evelyn was there, and some packing was thrown on the floor. He said, "Evelyn, pick it up;" she said, "Yes, as soon 30 as my company goes away;" he looked at her, and said, "You mad dog," and slapped her in the face. She ran downstairs and the doctor after her, and when I got down there she was laying on the floor with her elbow bleeding, and I picked her up and asked the doctor if he would give me some cotton;

he threw it at me, and I went back in his office, and I went back in the kitchen and fixed it, and she went out, I don't know where she went. In the meanwhile, the bell rang, and I answered the door —

Q. Were you at the house of the doctor, the defendant, when some conversation came up in regard to your father furnishing the house for the doctor?

A. Yes, sir.

Q. Please state what conversation took place at
10 that time.

A. Why, he said —

Q. Who said?

A. Dr. Hyman I. Goldstein said, if papa wouldn't give him \$1,000, he would kick Evelyn out and treat her like a street girl.

Q. About how many times did you visit there while your sister was at the house?

A. Several times, but I never did want to go over, because he wasn't anybody that liked company
20 very much.

Q. Did you see any trouble any other time between them?

A. That was down at my brother's house.

Q. What did you see?

A. When his wife gave birth to a baby, they had a party, and because my father gave me some money he had a grouch on, and asked him for some money, too, and because the doctor's wife told him "What do you mean?" he come over and slapped her and
30 pinched her, and she went upstairs and he said if she didn't want to come on, he would go off and leave them.

Cross-examination.

By Mr. Woodruff:

Q. How many people were in the room at the time he slapped her in the face?

A. His mother, Henry, Sadie and myself.

Q. And he slapped her in front of all those people?

A. Yes. 10

Q. How hard?

A. That she began to cry.

Q. He didn't leave any mark?

A. He left his finger marks.

Q. Where he slapped her?

A. Yes.

Q. How long did those marks remain?

A. I should think you could judge yourself.

Q. Did you observe how long they did remain?

A. I couldn't tell how long. 20

Q. You only visited the doctor on two occasions?

A. No, several times.

Q. More than twice when the doctor was there?

A. Yes, sir.

GEORGE RICH, a witness produced on behalf of the complainant, being sworn, testified as follows:

Direct examination. 30

By Mr. Alvord:

Q. You reside in Camden?

A. Yes, sir.

Q. What is your business?

A. Driver.

Q. Express wagon or something of that kind?

A. A furniture wagon.

Q. Did you deliver some piece or pieces of furniture to Dr. Goldstein's residence in Camden some time, when his wife was there?

A. Yes, sir.

Q. Will you please state to the Court what took place at that time of any trouble between the husband and wife?

10 A. Well, it wasn't when I delivered the goods; it was when I had a call for a table; I had a call for a table, and I drove up there and I knocked at the door, and Mrs. Goldstein come, that's his wife; and I said, "I got a call for a table;" and she said, "What table?" I said, "Indeed, I couldn't tell you; I don't know what table; but I got a call for a table." The doctor was in the side alley; she stepped out and said, "Doc, what table is that?" He said, "The
20 mahogany table;" "Oh, no," she said, "you won't take that; that was given as a present." The doctor went up to the doorstep, and there was a screen door, and Mrs. Goldstein locked it from the inside. He said, "Open that door;" no more than he said that, she opened the door, and we both went in; of course, I followed the both of them in. Then they got going through the entry, and I was in back, and he turned around and he wolloped her a shot in the
30 jaw; as soon as I seen that, I went towards the front door; I didn't see no more; and she run and grabbed me and said, "I'll hold you as a witness;" I said to her, "I don't see anything;" I said, "I didn't see anything," and off I flew and jumped on the wagon and drove away.

Q. That's the only time you saw anything?

A. That's the only time.

Cross-examination.

By Mr. Woodruff:

Q. Did it knock her down?

A. No.

Q. Did it knock her up against the wall?

A. No, sir.

Q. She managed to stand on her feet?

10

A. Yes, she managed to stand on her feet.

By the Court:

Q. How did he “wollop” her?

A. With his hand like that (indicating).

Q. Was he in back of her?

A. No, breast to breast.

Q. And he slapped her with his open hand?

A. Yes.

20

Q. Not hard?

A. Well, no.

Q. It wasn't a punch?

A. No.

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

30

Direct examination.

By Mr. Alvord:

Q. You reside in Camden?

A. Yes, sir.

Q. While Mrs. Goldstein lived with the doctor, did you live in the same neighborhood?

A. Yes.

Q. Please state what troubles you saw between them while you were there.

A. Well, it was just a continuous uproar all the time; he was always doing something, and one night I heard them; I didn't go to bed until 12 o'clock that night, I was sitting on the porch, and she had sat there for quite a while, and she went in and went to bed, I suppose; I could see the light in the front room; and about two o'clock I heard some one scream, and I didn't know it was there—they had some contention up the street, and I thought it was there—and I heard her scream again, and he said, "You shut your mouth," and by that his mother came out of her house and knocked on the door, and said, "Shut up there, everybody can hear you;" and he never took the girl anywhere —

20 Q. What did you at any other time see of any trouble between the doctor and his wife?

A. I saw the day he locked her out, that was August 24 when he locked her out.

Q. How did you know that he locked her out?

A. I was upstairs getting ready to go away that afternoon—anyway, I was upstairs, and I knew there was some contention over there, but I didn't know what it was; I saw him and his two brothers up there in the front room, and they saw me, and the doctor came over and pulled the curtains down so I couldn't see anything; and they came down, and he brought his brother out of the side alley, and he gave him something, and then Henry went in the back way and Mrs. Evelyn Goldstein and her mother had come down Broadway, and she came over and tried to get in, and there was three in the house,

Leopold Goldstein, Henry, a cousin of theirs; so they were there; I don't know his name, and Lawrence Goldstein. None of them would open the door for her, and I think she went over to Dr. McGonaghy's and called her lawyer, she had been locked out; and she got a chair and tried to get in, and they wouldn't let her get in the shed; so then after a while the doctor came down in a jitney, and these boys were in the house all the time, and he went up the alley, and I suppose he wanted to know what was the matter—I didn't know any of that; and Mr. Lipitz came and the doctor as he came up to him, struck Mr. Lipitz, and then Evelyn, the wife, came around front, and then this policeman was there, and he said, "Do you want to get in?" She said, "Yes;" and she took a brick and threw through the window and broke the window and put her hand through and unlocked the window and went in. 10

Q. What did you see with relation to the doctor and the rest of his family going out in an automobile and leaving her alone? 20

A. Well, I would have to tell you what time, because I don't remember —

Q. Tell us what you know about that.

A. Yes, I did; once in a while he took the girl out, but not very often; it was always the mother, and most of the time the doctor would go ahead of the mother and sister, and they would sneak out and meet him at Broadway and Mechanic, and leave the girl sitting on the front step alone; I can't remember just those dates — 30

Q. Do you know whether they left her alone at night or not?

A. Yes, sir, on lots of occasions; they would go up to the movies, because I have been there when

they come in, and they would enjoy the picture, and his wife was home sitting alone.

By the Court:

Q. How do you know? You were at the movies.

A. She was there when I went away, and also when I came back.

10 By Mr. Alvord:

Q. Do you know about them starting to go out on tours with the car?

A. Yes; one Sunday morning, she was weeping off the front at the time —

Q. Who do you mean?

A. Mrs. Evelyn Goldstein was sweeping off the front pavement, and the doctor and his mother and Sadie and a young man from across the street—I
20 wasn't anywhere that day; I was sitting around the front all that day, and I remember, because Hollingshead's was burned out that day, they had a fire. They didn't come in till 12 o'clock that night.

Q. Was the wife there all the time?

A. Yes, sir, all that day, and I went over to —

Q. That's all you know about it?

A. That's all I know, yes.

Cross-examination.

30

By Mr. Woodruff:

Q. Did you follow them up when they would sneak out in the back way?

A. Never.

Q. How do you know they would sneak out the back?

A. Because I could see them come out the side yard and walk out close to the houses on Broadway, and they would go to Broadway and Mechanic on two occasions, and several others to Broadway and Kaighn Avenue.

Q. Where would you be sitting?

A. On my front porch, directly across the street.

10

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

Direct examination.

By Mr. Alvord:

Q. You are a police officer in Camden?

20

A. Yes, sir.

Q. Were you called at the residence of Dr. Goldstein at sometime when his wife was wanting to get into the house?

A. Yes, sir.

Q. Just please tell the Court what took place at that time.

A. It was sometime in August, I believe.

Q. Last year?

30

A. Yes; the time they had the trouble they sent for me to come down there. I went down there and saw Mrs. Goldstein and she said she was locked out and wanted me to break in, and she took me around back, and I tried to force the back door for her, but I couldn't, I couldn't move it; so then we come

around front and tried the front door, and I couldn't move that. She wanted me to break the glass in the door, and I said, "This is your house, if you want to break it, break it;" and she took up a brick and broke the glass and went in.

Q. You don't know anything more about the matter?

A. No, sir.

10

Cross-examination.

By Mr. Woodruff:

Q. Was this glass in the front door she broke with a brick?

A. Yes, sir.

Q. Was it plate glass?

A. Plate glass.

20

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

Direct examination.

By Mr. Alvord:

30

Q. Do you reside in Camden?

A. Not now.

Q. Did you reside there while Dr. Goldstein's wife was living there?

A. Yes, sir, I did.

Q. Will you please state to the Court what you

know of your own knowledge of any troubles that the doctor and his wife had while you were there?

A. Yes, sir, I remember I was sitting on the porch; it was in the early part of the evening, about 6.30. They come running over, all excited, and the doctor followed her to his front steps, and she says, "He is beating me again." I said to her, "Why do you allow it?" She said to me, "Oh," she said, "he is beating me again;" and then I said, "Why do you allow it?" and she said, "I am going in to 'phone for father to come down and save me." So she stood—her back was towards Dr. Goldstein—and she turned around and said to me, "Oh, he is watching us; he is watching us;" I said, "Don't worry, he won't come over here; this is my property." "Oh," she says, "he may come over after me." I said, "Don't worry." She said, "I am going to Dr. McGonaghy's." I sat on the porch until 7.30, and she was still sitting there; and I don't know why it is she didn't go over; I guess she was afraid.

10

20

Q. Do you know anything about the doctor and the rest of his family going away and leaving her alone?

A. Certainly.

Q. Was that a frequent occurrence?

A. Yes, it was.

Q. Did he generally take his wife when he went out in his automobile with the rest of the family, or leave her there?

A. He left her sitting on the step, or he would leave her standing at the door.

Q. Did you know of his remaining away for long at a time while she was left there alone?

A. No, I couldn't say that.

Q. You don't know how late he came home?

A. I remember this once, my husband was away;

I was sitting downstairs in the parlor and Dr. Goldstein, his sister and his mother, and a stout girl, went out, and it was around one o'clock before they came; and Mrs. Goldstein was downstairs there.

Q. Left alone?

A. Left alone, positively. I remember even she was sitting on the step, because I used to sit on my porch; many times she sat on the step and Dr. Goldstein went out. I remember once I went to the
10 movies, and Dr. Goldstein, his mother and sister was there, and when I left she was sitting on the step, and when I came back she was still sitting on the step.

Q. Is that all you know about it?

A. Oh, and I remember she was screaming once, and his mother came from her home into his and closed the windows and door; the front door and window.

20 Cross-examination.

By Mr. Woodruff:

Q. Did you see the doctor do anything when he come out on the step?

A. No, I couldn't say that.

Q. He didn't say anything to her?

A. No, only she made the remark to me.

Q. What did you get when the house was broken
30 up, in the way of furniture or ornaments?

A. Why, I got that candelabra.

Q. Is that valuable?

A. I don't know; I never examined it; it was wrapped up.

Re-direct examination.

By Mr. Alvord:

Q. Did she give you the candelabra?

A. No.

Q. What was it left for?

A. She came over and said, "Will you please
keep this for me?" 10

Q. Is it there now?

A. No; my mother gave it to the next-door lady
to give to her.

CHARLES G. STANISICS, a witness produced in be-
half of the complainant, being duly sworn, testified
as follows:

20

Direct examination.

By Mr. Alvord:

Q. Do you reside in Vineland?

A. Yes, sir.

Q. What is your business?

A. Real estate broker.

Q. Did you at any time meet Dr. Goldstein pre-
vious to his marriage to Eva Goldstein? 30

A. I did.

Q. When?

A. Around June 3rd or 5th, at Mr. Lipitz' real es-
tate office.

Q. Did you hear any conversation at that time be-
tween the doctor and Mr. Abraham Lipitz?

A. I came in to see Mr. Lipitz on a matter of business, and Dr. Goldstein was there at the time, and Mr. Lipitz gave me an introduction —

Q. State what conversation took place.

A. Mr. Lipitz, in introducing Dr. Goldstein, stated that his daughter was to be married, and that he was to give her \$5,000, and in the course of the conversation it was indicated that Dr. Goldstein was worth money, and with what Mr. Lipitz would give, it
10 would keep them comfortably; and the conversation indicated that Mr. Lipitz bought this property for his daughter, and the doctor was to look after her.

Q. What, if anything, was said by Dr. Goldstein, or in the presence of Dr. Goldstein, as to how much Dr. Goldstein was then worth?

A. Well, I don't recollect the doctor making any statement as to the amount of his financial standing, only that he was financially able and was well fixed.

20 Cross-examination.

By Mr. Woodruff:

Q. Whose statement was it that gave you to understand these things that you have indicated?

A. Well, Mr. Lipitz made the statement about the gift of \$5,000.

Q. Do you remember his words?

A. Not exactly; I only remember the purport of
30 his words were that he did this for the both of them, and what the doctor was worth with what Mr. Lipitz would give, that would make them comfortable.

Q. Were you on terms of great intimacy with Mr. Lipitz?

A. I have known Mr. Lipitz and family for a number of years. I have attended other weddings of

Mr. Lipitz—I have attended this one at Atlantic City.

Q. Is there any reason why he should tell you of these financial arrangements?

A. I think Mr. Lipitz was a man that was known through our vicinity as a man that looked after his children's welfare.

Q. Is that the reason he would tell you of it?

A. I think so, because I was intimate with him.

10

COMPLAINANT RESTS.

HYMAN GOLDSTEIN, being recalled in his own behalf, testified as follows:

Direct examination.

By Mr. Woodruff:

20

Q. You did sign up this engagement agreement?

A. I did.

Q. How did that engagement agreement come to be signed; what circumstances led up to it?

A. Mr. Lipitz, on a number of occasions, six or eight or more, had been persistent in his approaches towards me as to what I intended to do as to whether his daughter would be a suitable party to join in marriage, and so forth, and I kept putting him off, until finally he met me at Atlantic City. I had my mother there, and he walked out with me a number of times, and he said, "I am going to give you a present of \$10,000 for yourself, and you can do with it as you please; I will never bother you, and not ask you what you do with it;" and, in fact, he never did after that, until this trouble began —

30

Q. He didn't give you the \$10,000?

A. No.

Q. What were the immediate negotiations which led up to fixing the amount of \$5,000; how were they brought about?

A. On about June 9, a day or two before the certificate of deposit was received, he had come down to my house, and just at that time my mother, and I think one or two of the other folks, were in New
10 York City, and my sister was home; and at that time Miss Eva Lipitz was at the house, too, with my sister in the back part of the house; and he come and he took me in the office, and said, "I want to get down to business with you and talk privately for a few minutes." I said, "All right;" he came in the office and said, "I am going to deposit \$5,000 with one of the banks in Vineland," and that he will be here on
20 Tuesday or Wednesday and let me have the certificate; and I said, "Well, you promised my folks and myself that you would give me a present of \$10,000;" he said, "I know, but I am going to have a son that is going to be married in a couple of months, and I got to lay out a couple of thousand dollars for him;" and he said, as soon as he can get around and sell off some of his property in sales which were pending at that time, he would make good; and he said if he shouldn't he would give me a mortgage or some share of a farm which he owns down near Iona, a big peach farm.

30 Q. What was said about how that money was to be used, or for what purpose?

A. There was not much discussion on that subject; it was to be a gift to me, and then he gave me a certificate of deposit to me at my office; I said, "That is not good until ten days after marriage, so I am going down to my bank and see the cashier and ask

him about it;" it was the first certificate of deposit I ever handled, and I wanted to know what the status of the paper was; and I took it down there and asked Mr. Davis about it.

Q. What was said between you and Mr. Lipitz at any time when the paper was signed, or about then?

A. I asked him why it was drawn in both names; he said, "If you weré already engaged to marry, I would make it out to you;" he said, "You will not be engaged until the 14th; you are a total 10 stranger to me until you marry my daughter, and then you become my son-in-law;" I said, "I am satisfied, but it doesn't look good to have two names to my bank where they know my standing." He said, "That's the only reason;" and it was brought there, and I deposited it in one of my vault boxes.

Q. Who drew the engagement agreement?

A. They were filled in by my father.

Q. Was that done at your home?

A. At Mr. Lipitz' residence, before supper. 20

Q. Who was present at the time?

A. Mr. Markowitz, my father, my mother, my sister, and a physician, a friend of mine from Philadelphia; that was all that represented my side; and then the immediate family of the Lipitz.

Q. Were they all present at the time it was signed?

A. Yes, sir.

Q. Were there some conversations about its contents? 30

A. It was stated that \$5,000 was to be given to me, and I was to marry her on or before September 8th or 10th.

Q. Did Mr. Lipitz make any statement as to the purpose for which the money was given to you?

A. No; except it was mine, and there was more coming from where that was, and the other \$5,000 he would give me as soon as he made the sales; and at that time the war had already started, and he said, "The war has upset things, and I can't come up with that now." I said, "That's all right, then."

Q. Between the time of that engagement and the time of the marriage, was anything said by Mr. Lipitz to you about this money?

10 A. No, nothing more, no more mentioned about that. It was understood it was mine, and he never inquired. I sent him plans with reference to the house and asked him to come down and give me any advice he would like, and he replied, he said that, "The money is yours, my son; you can do with it as you please; I am busy and I rely upon your good judgment in expending it properly." I didn't want to be overcharged; it was my first time; I wanted to get his advice; but he said, "Go do it yourself."

20 Q. Was there some conversation with reference to the purchase of jewelry?

A. Yes.

Q. When did that take place?

30 A. In the early part of June; I don't remember the exact date; and I had, of course, intended to buy her a small diamond ring, as much as circumstances would permit; and as soon as I had bound myself to give her a gift, I thought I would give her a diamond ring; I had already the loose diamond, and at that time Mr. Lipitz was there, and I showed it to him, and said, "I am going to select one;" and he said, "You buy three;" I said, "It's most unusual," I said, "furthermore, I can't afford that." He said, "I am a rich real estate owner and dealer of Vineland;" he said, "You buy three, and

furthermore, I will buy you a diamond ring and gold watch." Well, if the man was willing to pay, if he told me to give her a thousand diamonds, I would give it to her; I thought his word was good. I told Mr. Newrock, the jeweler, "My father-in-law says to select three;" and it was somewhat of a surprise to the jeweler, too; so I took the three and had them mounted. He took out three great big ones; and then, of course, when it come to paying, I was stung. I said to Mr. Lipitz, "You got me in 10 bad; this man charged me with these diamonds; I can't afford that." He said, "I will pay you; I tell you I will pay you this fall, sure." I paid him a small amount on account, probably about \$125.00 of my money, and I gave him a note for \$500, I think it was, or thereabouts, to secure that, and told him that as soon as I got the money from Mr. Lipitz I will pay it; but the money never came forth.

Q. At the time of the marriage ceremony, did Mr. Lipitz make any statement with reference to 20 the \$5,000?

A. No, sir, except he went around the hotel boasting he bought me a house and gave me a ten thousand dollar present. Several friends said to me, "You're getting a mint;" and I said, "He is probably exaggerating two or three hundred per cent; he's feeling pretty good now after the marriage; you can't blame him much."

Q. You used this money in building that home?

A. I did. 30

Q. Where were you and your wife living while the home was being built?

A. With my parents, at the Poreh house, south of the house that was just finished—

Q. Did you get along happily with your wife?

A. Yes, sir, while we were living together, and

then sometime in December, or whenever it was completed, we moved in.

Q. When was the conveyance made to your mother?

A. It was understood at the time that the small house was being built, that it was my parents' and the old gentleman Lipitz knew it was theirs and it was built for them and to suit them, and immediately on completion and as soon as the mortgage was placed,—because the ground was originally in my name and a long time prior to my meeting Lipitz—
10 and as soon as the mortgage was placed, I told my wife this house was my parents', and I owed them some money, and my mother was willing to credit me with more than was due her, with much more than the actual equity in the house, being her son and she wanted to do something for me. They offered to allow me a whole lot more than the equity was really worth, and I took it to my attorneys,
20 Messrs. Bergen and Richman, and Mr. Richman explained to her the whole matter; and she signed and I signed, and we conveyed the house. As a matter of fact, I was still indebted to them for several thousand dollars; I never did any work in my life until I was graduated as a physician, and then I needed help for several years.

Q. Had you the title to the property prior to the time you got this money?

A. Yes, sir.

30 Q. After you got into your new home, how did your wife and you get along?

A. She never treated me as she ought to a husband. On one occasion, there was some company in the house, and I came home, and they asked who it was. I came in, and she said nobody was coming in,

and when they said, "Why, look who it is," she said, "Oh, well, he's nobody;" she claims I never had a servant, but I did, and my mother was actually her servant. She would send my brothers and sisters on errands; she was the princess of the place.

Q. Did you ever strike your wife?

A. Not to my knowledge.

Q. Well, you know whether you did or not?

A. I certainly do.

Q. Did you or not?

10

A. I did not; and the fact that I came home at irregular hours, if I happened to be out and I would ring up, or they would 'phone me,— it would take me two or three hours to go around, and if there was a new call, there wasn't any use of my going home and then going out again; I tried to complete my work, and then it might be a confinement case or something like that.

Q. Did she scream around the house?

A. Yes, sir.

20

Q. What did she do?

A. I would say to her, "Why are you mixing with the Schlett family?" On one occasion she had a rumor around the place that Schlett was going around with other women; and I said to her, "Why do you want to do those things?" I had my sister go into Mrs. Schlett to make up the differences and tell her that my wife was probably rude in the matter and got these rumors around unwarranted, and she mustn't feel that way towards her.

30

Q. What would cause your wife to scream?

A. She would scream at everything; if I wouldn't give her something real quick, she would go screaming around. Half of her wedding gifts she couldn't take, because she broke them and threw them at me and against the wall, and in the presence of com-

pany. One time she came home from Vineland, and whether she was irritated down there, I don't know; she came in and threw a book down on the table and took some dishes and threw it all over the kitchen.

Q. The time your wife has testified to, when she came downstairs and says that you threw the telephone receiver at her, did you do that?

A. No.

10 Q. What happened on that occasion?

A. Why, some furniture that I had purchased and paid for, was delivered and these things came upstairs, and my brothers were asked to clean the things off the bedposts and so forth, the wrapping, and as the beds hadn't been fixed up I couldn't get across to the other side to pick up certain of these wrappings, and I said to her, "Will you pick up these wrappings and give them to me, and I will take them out on this side;" she said, "No, I won't, 20 you wait till I get ready;" and I said, "All right." I went out; I had a call that time.

Q. Did you strike her?

A. I did not.

Q. Did you strike her downstairs?

A. I did not; I went away.

Q. How did you treat your wife generally, Doctor?

A. I treated her as good as anybody could; she had unlimited charge at the store; she never had to go out for anything, anything she needed. I spent 30 several hundred dollars for the hardwood floors which she wanted.

Q. What was this glass that was broken?

A. I wasn't present when this whole thing happened; it was a heavy plate glass door, and I had to repair it, and other doors she and her father broke, it cost me money to repair. There was a crowd

around there, and I inquired what the crowd was around there for and what the trouble was.

Q. Did you force your wife out of your home?

A. No, I didn't; I tried to have some arrangements with her father, Mr. Lipitz, and said, "You take her home for awhile, until we can straighten things out; she is ferocious; "I would be afraid to fall asleep at nights with her, the way she would rave. One morning, I asked her for something, and she grabbed a cup of cocoa and threw it at me in front of me, and it dropped on the floor and broke in front of me. 10

Q. These times when the windows would be pulled down; what would be the occasion?

A. Her screaming about nothing.

Q. What would you say?

A. I would say, "Tell me what you want," or "Tell me what the trouble was," and I would say "Keep quiet;" and she said, "I will show them whether I will keep quiet;" and she had the habit of running to the open window, so as to make it appear that somebody was killing her. One time, talking to some one of the people when her mother was in the room they had it arranged for her to holler "Murder." I was talking to some one on the phone; they didn't notice I was at the phone; it was mistimed. My brother went out and said, "What is the trouble?" He said, "Didn't you hear Eva holler 'Murder'?" and when these people come in, they opened the door and I said "What's the matter?" They said, "Didn't some one holler 'Murder' here?" I said, "I don't know; I am just here at the phone; I didn't know anything about it;" but I understand now why it was. 20 30

Q. What do you mean? Well, this mortgage that

was paid off on the property, was that money that paid off that mortgage, any part of the \$5,000?

A. No. Everything in my mother's house came from—

Q. When did you hear for the first time that Mr. Lipitz claimed you should return the \$5,000?

A. When he appeared at my lawyer's; he said "The doctor has a reputation here, but I am going to break it up; I am going to take the shingle away
10 from him unless he agrees to give me \$2,000 and some jewelry; then I will take it home, and then I will bring suit in the Court of Chancery." That's the reason I am here today.

Q. Had a criminal suit been brought at that time?

A. No; it was about two days later—as soon as my lawyer says no, he wouldn't listen to such a proposition.

Q. Over how long a period of time, Doctor, were there disputes between you and your wife?

20 A. Well, around the summer time, June—between July and August.

By the Court:

Q. When did you begin to wrangle?

A. I seldom did begin; she was always raving about different things, as a rule.

By Mr. Alvord:

Q. When, in point of time?

30 A. Oh, I should say six or eight weeks.

By the Court:

Q. After you got married?

A. All this was in '15, just prior to quitting.

Q. How long before quitting?

A. I suppose, a couple of months.

By Mr. Alvord:

Q. Everything that occurred afterwards between you and your wife, practically occurred within a month?

The Court: Two months, he said.

Q. Within two months prior to the time she returned to her father?

10

A. About that time.

Cross-examination.

By Mr. Alvord:

Q. You claim that your wife is not very well educated, do you not?

A. I understand she completed three grades in public schools.

20

Q. You claim she is not highly educated?

A. Well, I suppose she couldn't be.

Q. And you are pretty well educated, aren't you?

A. Well, I wouldn't want to say; I am a graduate physician, and have the average education that a man in my position would have.

Q. You are also educated in other languages, are you not?

A. I used to be, but I haven't been using languages outside of English for a number of years.

30

Q. Did you understand anything about the obligations which you assumed on becoming a husband?

A. That was the first time I was married. I understood that I had to see she was fed, and so forth, and clothe her.

Q. Just while she happened to remain in your house, do you mean?

A. I don't quite get that question.

Q. Well, you are not very well posted on the duties you assumed on becoming a husband?

A. I think I know how to take care of a wife if she would act properly.

Q. Did you have any knowledge of the duties that you agreed to assume at the time you signed the
10 engagement contract—"Exhibit C1" in this case?

A. I knew the greater portion of the contents of the engagement drawn up, in general.

Q. Your father was with you at that time to assist you in anything you might fail to understand in that engagement agreement, was he not?

A. I don't think he was—

Q. Didn't you testify he drew it?

A. He filled in certain blanks.

Q. Isn't your father an Orthodox Jew?

20 A. My father is an Orthodox Jew.

Q. And doesn't he, your father, understand the nature of the engagement contract?

Mr. Woodruff: That is objected to.

The Court: Objection sustained.

By Mr. Alvord:

30 Q. Did you not understand the nature of this agreement, "Exhibit C2?"

A. I don't know what that is.

Q. The certificate of marriage, according to the custom of the Orthodox Jews.

A. I understood that was a certificate certifying

to the fact that we were man and wife, and that I was to feed and support her.

Q. You understood that you were to do all that is customary for a person to do that signs a contract of the nature of "Exhibit C2," the contract of marriage?

A. I married her; I knew she was to become my wife, and by that she was my wife.

Q. Now, since your wife left your house by your directions, you have voluntarily contributed \$15.00 towards her support during seven months? 10

Mr. Woodruff: That is objected to; I object to the way the question is formed.

Mr. Alvord: The question is withdrawn.

By Mr. Alvord:

Q. Have you contributed more than \$15.00 towards the support of your wife since your wife left your house? 20

A. I think that is right.

Q. This money that you did contribute, you contributed voluntarily, of your own free will, and without any solicitation, didn't you?

A. Yes, without solicitation.

Q. And you admit in your answer, do you not, your liability to support your wife as long as you live? 30

Mr. Woodruff: That is objected to.

The Court: Objection sustained.

Q. As a matter of fact, you do now admit your liability to support your wife?

Mr. Woodruff: I object to that.

A. I have to support her.

Q. Has anybody, in any way, done anything to interfere with your furnishing other support than what you have furnished her during the last seven months while she has been away from your house?

A. Yes, sir; Mr. Lipitz has been prosecuting me and persecuting me, and every cent I make goes
10 away.

Q. You have had to spend your money for other purposes?

A. Yes; he says he is going to ruin me by doing it; I couldn't even get those papers here today on that account.

Q. How much have you expended in that manner during the last seven months?

A. Sometimes I would spend some of it before it come in.

20 Q. Give me an answer.

A. I don't know exactly, but everything I make goes.

Q. Please answer approximately, as well as you can.

A. Seven or eight hundred dollars.

Q. To whom was that paid?

A. Well, I paid \$260.00 or \$280.00 to my other attorneys, and to go to and from places and subpoenas and witness fees and loss of business; why,
30 during that time he was prosecuting me, I couldn't do any work for three or four months, and my mother loaned me the cash, not all I spent was my own.

Q. What are you making now in your practice?

A. Very little.

Q. How much?

Mr. Woodruff: Objected to.

The Court: What difference does it make?

Mr. Alvord: I will discontinue that.

By Mr. Alvord:

Q. You claim that Mr. Lipitz gave you \$5,000 as an absolute present to you, free and clear, and without any regard to any obligations you might have towards your wife? 10

A. He simply gave me that as a present, as he said he would give me that and \$5,000 more.

Q. Without regard to whether or not you performed your part of the contract?

A. I would perform my contract.

Q. Answer the question. You understood at the time this money was given to you, in confidence, that you were to be a good and faithful husband to his daughter, and perform your part of your agreement with her? 20

A. Yes.

Q. How long was it your idea that you should perform your duties towards your wife in order to make this matter good so you would hold this \$5,000 without any strings on it?

A. There was no strings on this \$5,000, and when I married her, I was going to take care of her as long as I lived; there was no strings on the money part. 30

Q. You would have it anyhow?

A. No, I don't mean that.

Q. What do you mean?

A. I mean I had to take care of her as my wife, even if I hadn't got a cent; if I marry a woman

where there was no money; the money was simply a present.

Q. You had to marry her to get the \$5,000?

A. Yes, sir.

Q. What did you have to do after marriage in order to be entitled to the \$5,000?

A. Why, the \$5,000 was mine when he gave it to me, and I, of course, lived with her.

10 Q. That \$5,000 was to be yours right away after you married her, without regard to any obligations you assumed by the marriage?

A. I could have spent that money as I saw fit; he gave it to me, because I was marrying his daughter.

Q. Was it your idea that in case you had treated his daughter badly, and in case you had not performed your part of the contract of marriage as to the future after the marriage, and as to your associations with your wife, that that would have any effect on this \$5,000 matter?

20 A. The intercession of the money had nothing to do with it; even if I had not had any money, I would take care of her.

Q. You would take care of her?

A. Yes, in a good and proper way, except where she didn't allow me to and prevented it.

Q. Do you feel that you have fairly borne your share of the burden as you feel it, during the last seven months, by the marriage to Mr. Lipitz' daughter?

30 A. To explain to you?

Q. Just answer the question.

A. I feel the burden has been a whole lot more, even if it was a million dollars that I got——

Q. Your obligations don't make you shed tears?

A. It is the prosecution without foundation, and trying to break down my reputation.

Q. And it is the possibility of your mother losing that money, or your losing money in the future?

A. It is not; it is the prosecution without foundation, and trying to ruin my reputation.

Q. This judgment that the First National Bank of Camden obtained against you for these notes, that don't make you cry, does it?

A. I want to pay it, and it is because Lipitz has sued me, and they put a lis pendens on my property; that don't help a man's credit at all.

10

MARCUS KATZ, being recalled for further cross-examination, testified as follows:

Further cross-examination.

By Mr. Woodruff:

Q. I am showing you "Exhibits C2" and C10," and ask you whether "C10" is a correct translation of "C2"?

20

A. Well, the only things is, some dates was left out. This (indicating) gives the dates in Hebrew, and in English it says, "On the date aforementioned."

Q. What important difference is there?

A. The date is not written. I couldn't decide what date it took place, where in Hebrew it is 30 dated just exactly.

By the Court:

Q. Just put it in.

A. I have got to look over the Hebrew calendar.

(Witness writes on the paper.) In the Hebrew is mentioned in case the husband happens to die, the woman is entitled to \$200, according to the Mosaic law, while in English it does not mention the amount.

By Mr. Woodruff:

- Q. That ought to be changed, too?
10 A. Yes, sir.
Q. In other respects, it is substantially correct?
A. Yes, sir.

SOLOMON J. GOLDSTEIN, a witness produced on behalf of the defendants, being duly sworn, testified as follows:

20 Direct examination.

By Mr. Woodruff:

- Q. I show you, Mr. Goldstein, "Exhibit C1," and ask you whether or not you have seen that document before?
A. Yes, sir, that is my own writing inside.
Q. At whose request did you fill out the blanks there?
30 A. Mr. Lipitz; these Hebrew words—
Q. Whereabouts was that work done?
A. That was in Vineland, in Mr. Lipitz' house.
Q. Were you present at the time it was signed?
A. Of course, I filled that out, I was present there.
Q. When they signed it?
A. Yes, sir.

Q. What was said, if anything, between the doctor and Mr. Lipitz, with regard to the \$5,000?

A. I myself, we commenced kicking about it, because it is not \$10,000. He promised me that money about two dozen times, that I should see my son should take his daughter and he will give him \$10,000; but I say I take my time and look around for him in Vineland and see what kind of a man he is and what kind of a girl she is, because the money which my son is given would not make me 10
any rich, I would not have a cent of it, but I like to find people to be all right with me, and they like to have a nice father-in-law, and a nice girl to marry my son—and my son marry this girl, Modah——

Q. Mr. Goldstein, did you fill in there the clause with regard to the dowry that was to be paid?

A. Yes, sir, for a present for my son, \$5,000, and Mr. Lipitz told me I should read it twice.

Q. Did you read it in English?

A. No, sir. 20

Q. You did not?

A. No, sir.

Q. What language did you read it in?

A. In the Jewish language, I did.

By the Court:

Q. In the Yiddish language?

A. Yes, sir; and he said Mahoden “Mr. Goldstein, read it twice.” 30

By Mr. Woodruff:

Q. What was said by him on the question of for what purpose the \$5,000 was given?

A. He said, "Mahoden I give this money; this money is all in the bank at present for your son, and I will give him a share in the farm," which is a farm, he called the name of the place where that farm is, but I forget; he told me a farm not far from Vineland, about six or eight miles; he give him a share there. I said, "You make an engagement now." But he had all finished, an engagement when he gave the money. I said, "Well, you
10 shouldn't be quick; I told you I would take my time and go around Vineland; you have been around in Camden in Mr. Brenner's house, and Mr. Brenner say—I asked him what he say to you, for my son;" he said he, told him, he said "Yes, I would wish to have children like your son;" he told me that.

Q. Did he make any statement with regard to what was to be done with that money?

A. Yes, he did say it; he said that the doctor was to do what he pleased. I said, "Why is that?" he say,
20 "I trust him; I have been all over Camden; he got a good reputation, and in Philadelphia, too. I was twice in Mr. Brenner's house and he told me he would wish to have his son to be like that." That's what the old man told me that about a half dozen times, in my house. He was at least a dozen times in my house, and he has been asking me when we were going to make the engagement; he bothered me all the time.

30 Cross-examination.

By Mr. Alvord:

Q. What is your business?

A. I am a dry goods merchant.

Q. Do you peddle from house to house?

A. No, sir, I never do that.

Q. Do you go around from house to house to take orders?

A. No, sir.

Q. How long since you did?

The Court: Why do you ask that?

By Mr. Woodruff:

10

Q. Were you present at the wedding?

A. Yes, sir, I was.

Q. Did you see the ceremony under the canopy?

A. Yes, sir.

Q. Are you acquainted with the contents of the usual certificate of marriage similar to "Exhibit C2," which is given by the groom to the wife at the time of the wedding ceremony, according to the customs of the Jews who are Orthodox Jews? (Showing witness "Exhibit C2".)

20

A. I couldn't push myself there to see it, but they positively do it in every Jewish marriage.

Q. Then you knew at the time that you prepared this engagement contract, "Exhibit C1," which you hold in your hand, that in order to perform the contract which was agreed to be made by that agreement certificate, that your son would have to give his wife an agreement at the marriage, which is represented according to the form shown by "Exhibit C2"?

30

A. Yes, sir.

Q. Were you paid \$2.00 for drawing the engagement contract?

Mr. Woodruff: That is objected to.

The Court: Objection sustained.

JOHN F. BUCKINGHAM, being duly sworn on behalf of the defendants, testified as follows:

Direct examination.

By Mr. Woodruff:

Q. Do you know Mr. Lipitz, father of Dr. Goldstein's wife?

10 A. Yes, sir.

Q. Did you meet him in Atlantic City about the time the doctor was becoming engaged to his daughter?

A. I did.

Q. Whereabouts?

A. On the Boardwalk.

Q. How long had you known Mr. Lipitz?

A. A couple or three years, I guess maybe longer, I don't know exactly how long.

20 Q. Did you have a conversation with him?

A. Well, I was with him the day on the Boardwalk with the mother and the doctor when he said he was going to give Doc a wedding present of \$10,000.

Cross-examination.

By Mr. Alvord:

30 Q. Do you mean that you saw Abraham Lipitz on the Boardwalk?

A. Yes, sir.

Q. On the day the wedding took place?

A. No, sir.

Q. When was it?

A. Sometime in June; I think it was the middle of June.

Q. Do you know whether it was before the engagement ceremony?

A. That I couldn't say.

By the Court:

Q. Where do you live?

A. In Camden.

Q. What is your business?

A. A special officer.

10

Q. Whereabouts in Camden?

A. Broadway and Mickle.

Q. What number?

A. 467.

Q. Are you in the employ of the city?

A. I am employed by the business people and sworn in by the mayor, and have been for five years.

Q. When did you become acquainted with Mr. Lipitz?

A. Why, I used to go around with Dr. Goldstein a good bit in the machine, and that's how I got acquainted, through him.

Q. Do you say you have known him for 3 years?

A. I don't know exactly, long before he was married. I have been acquainted with Doc; that's how I met him, being with Doc, traveling around with him in the machine.

130

HARRY W. MARKOWICH, a witness produced on behalf of the defendant, being duly sworn, testified as follows:

Direct examination.

By Mr. Woodruff:

Q. Will you look at "Exhibit C1" there, and tell
10 me whether you saw that paper before or not?

A. Yes, sir, I did.

Q. Were you present at the time it was signed?

A. Yes, sir.

Q. What was said at that time by Mr. Lipitz relative to the \$5,000 which was to be given as a dowry?

A. That he would give this amount as a dowry on the occasion of his marriage.

Q. Was any other sum mentioned?

20 A. There was also some question about \$10,000.

Q. Who raised that question?

A. Between the both sides, and as far as I can remember the matter about the other \$5,000, that was a kind of left unsettled, but the \$5,000 was settled upon at that time.

Q. Do you remember any statement made by Mr. Lipitz as to who that was to be for, and for what it should be used; do you remember how that was?

A. I don't remember any such remarks.

30 Q. What did you see?

A. He was giving Dr. Goldstein the \$10,000 upon his marriage to his daughter, as what they call a "dowry," a "nadan," and it was termed as a "nodden" all the way through; it wasn't mentioned in that way, as a trust or anything.

Q. Did you sign that as a witness?

A. Yes.

Q. And is that your signature?

A. Yes, sir.

Mr. Alvord: No questions.

EVA GOLDSTEIN, being recalled in rebuttal, testified as follows: 10

Direct examination.

By Mr. Alvord:

Q. When was it that you and the doctor went to the bank?

A. Right after we got married at Mayor Ellis' office in Camden.

20

By the Court:

Q. When was that?

A. On the 18th.

By Mr. Alvord:

Q. Before the religious ceremony which occurred on the same day?

A. Yes.

30

Q. Was it after the religious ceremony or before, that you went to the bank?

A. Right after we got married by Mayor Ellis we went to the bank; that was before the religious ceremony.

Q. Over how long a period of time did you and the doctor have disputes at your home?

A. Three months, when he started to abuse me and treat me mean.

Q. After you had moved into your new home?

A. Yes.

ABRAHAM LIPITZ, being recalled in rebuttal, testified as follows:

Direct examination.

By Mr. Alvord:

Q. Are you acquainted with this witness, Buckingham, who came on the witness stand a few minutes ago?

A. I never saw him in my life.

20 Q. Did you meet him on the Boardwalk in Atlantic City?

A. Never in my life.

Q. Did you agree to give the doctor \$10,000?

A. Never.

Q. Did you agree out of your own money and aside from the \$5,000, did you agree to pay for the diamond rings that the doctor says he gave his note for?

A. Never.

30

Cross-examination.

By Mr. Woodruff:

Q. You were down at Atlantic City on the Boardwalk with the doctor and his mother and some people in June?

- A. No, sir.
Q. You were not?
A. I was sick, lay sick with my foot.
Q. And because you had been sick, didn't you go down to Atlantic City?
A. Never was; can't do it.

ROSE GOLDSTEIN, being duly sworn in behalf of the defendants, testified in rebuttal as follows:

10

Direct examination.

By Mr. Woodruff:

Q. Mrs. Goldstein, you are the mother of Dr. Goldstein?

A. Yes, sir.

Q. Were you at Atlantic City with the doctor in June?

A. Yes, sir.

Q. What year?

20

A. That was 1914, sometime in June.

Q. Was Mr. Lipitz at Atlantic City?

A. Yes, sir.

Q. Did you see Mr. Buckingham there?

A. He was with us.

Q. How many did you have in the company?

A. I was there, my daughter, the doctor, the doctor's wife, Mr. Lipitz and his son and his daughter-in-law, we all went to Atlantic City.

Q. Were you on the Boardwalk together?

30

A. Yes.

Q. Did you see Mr. Buckingham talking to Mr. Lipitz at that time?

A. I did.

BOTH SIDES REST.

COPY OF "EXHIBIT C9b."

For Good Luck.

May it bloom and fructify like a fertile garden. He who has found a wife has found good, and such may be the will of good God.

10 May he who preordains what later occurs grant a good and secure existence to these words of these terms and conditions and covenants herein set forth and agreed upon,

Between the young man and bridegroom. Dr. Hyman Isaac, the son of Elijah Solomon Joseph Goldstein, and the maiden and bride, Hannah Rivkah, the daughter of M. Abraham Joseph Lipitz;

20 First the aforementioned bridegroom binds himself to wed the aforesaid bride as his wife with a ceremony of canopy and sanctification (Chupah and Kidushi) according to the rite of Moses and Israel. They shall not have any secrets nor deceive one another in any matter concerning money and they shall share in their possession, just portion and portion as is the universal custom. (by all)

And the bridegroom binds himself to give presents to the bride according to the custom.

The aforementioned bride obligates herself to bring in as dowry the sum of \$5,000 and clothing, beddings and trousseau, according to the manner of the prosperous.

30 The wedding shall with good luck, and God willing, take place on or before the 5th day of Ellul, the 10th day of September that is to come in good fortune, the expense to be met by the bride's side.

The penalty of the party violating to be paid to the party fulfilling this agreement, shall be \$1,000, according to the laws of the land.

All this is entered into with the full and conscious understanding, and in the best manner according to the ordinances of our sages, and according to the law of the land, with hand-clasping and after a thorough reading, with a "Kinyan" (formality of binding an agreement), to take effect immediately, entered into without coercion, never to be revoked, with a valid "Kinyan" (formality of binding agreement).

And all is thus agreed and established.

For additional security and to make more binding, the parties hereto have signed on Monday the 11st day of Sivan, 5674, here in Vineland. 10

Witness Samuel Aaron Chavinson

and Witness Harry William Markowich

Before us undersigned have signed the bridegroom Hyman Isaac Goldstein and the bride Evelyn Lipitz as to all above written and in our presence was the "Kinyan" formality of binding agreement) to take effect immediately and we affirm this as is the custom and thereon do we sign Monday the 21st day of Sivan, 5674, Vineland. 20

Hyman Isaac Goldstein — Evelyn Lipitz.

Translated by me

Rabbi B. L. Levinthall

of the United Orthodox Congregation

Pres. United Orthodox Rabbis of America.

Philadelphia, Nov. 8, 1915.

30

County of Philadelphia, }
State of Pennsylvania } ss.

Before me, the subscriber, appeared Rabbi B. L. Levinthal, of the County of Philadelphia, who being duly sworn according to law deposes and says that the above is a true and correct translation of the "Tnayim" (Agreement) between Hyman Isaac Goldstein and Evelyn Lipitz.

Sworn to and subscribed the 8th day of November, 1915,

(Seal) Louis Edward Levinthal
Notary Public
Commission expires March 9, 1919.

COPY OF EXHIBIT C19, S. C.

20 Both Phones

Rabbi B. L. Levinthal
716 Pine Street
Philadelphia.

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30 On the day and date aforementioned, and in the year, aforesaid, since the creation of the world; in accordance with our computation of time—in the said city (it is set forth) how this man, aforementioned, said unto the aforesaid maiden, "Be thou my wife according to the Law of Moses and of Israel, and I will labor (to maintain thee) honorably and to nourish and sustain thee, according to the practice of the Jewish men who labor for the honorable maintenance of their wives whom they truly nourish and sustain; and I grant thee as spousal gift the

aforementioned which is due to thee, I also bind myself to provide thee with food, raiment, and all thy necessaries, also to visit thee after the manner of the world.”

Thereupon the said worthy maiden consented to become his wife and brought unto him the dowry given her by her family consisting of gold and of silver, of ornaments and of garments, of furniture and of bedding, all of which this man aforementioned, the bridegroom, to wit, accepted in the sum aforementioned—this man aforesaid—to wit the bridegroom, also agreed to add thereto and to give her a sum to equal the sum mentioned above—the grand total being the sum aforementioned—this sum aforementioned—the bridegroom, to wit, said “By virtue of the certificate I hereby accept the responsibility to the integrity of this dowry and of my addition thereto, for myself, and my heirs, that will follow me, to compensate with the most valuable of my estate and possessions, which I do possess, anywhere beneath the sky—that which I have bought already and that which I may buy hereafter—whether of land or of goods and chattels, all of which I hereby pledge as security and hold them subject to the collection of the sum set forth in this certificate to wit, the amount of this dowry and my addition thereto even pledge the very cloak I wear on my shoulders in payment, during my lifetime and after my lifetime, from this day forever.”

Thus did this man aforementioned, the bridegroom to wit, take upon himself, in accordance with this certificate, the responsibility for this dowry and the addition thereto.—This certificate is subject to strict enforcement the same as all certificates of dowrys and the addition thereto that is customary among the daughters of Israel, which are drawn

up according to the form prescribed by our Sages of blessed memory and which is unlike a voucher or a blank certificate.

We have purchased the right of this man, namely, the bridegroom and have vested it in this worthy woman aforementioned—namely this maiden, to all that is written and set forth in the foregoing—by means of an article with which the right and title may be properly purchased; all of which is thus
 10 established and remains in force.

I hereby certify that the above is a correct and true translation of a Hebrew Marriage Certificate.

Louis Edward Levinthal,

(Seal)

Notary Public.

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CONCLUSIONS.

IN CHANCERY OF NEW JERSEY.

BETWEEN
 EVA GOLDSTEIN,
Complainant,
 and
 HYMAN I. GOLDSTEIN, *et*
al.,
Defendants. } CONCLUSIONS. 10

For the Complainant: MR. HENRY S. ALVORD;
 For the Defendants: MR. ALBERT S. WOODRUFF. 20

Submitted, June 6, 1916. Decided, July 14, 1916.

BACKES, V. C.:

This suit is in the nature of a bill for the specific performance of a contract. It is filed by a wife against her husband, for the restitution of her dowry and paraphernalia. The parties are Hebrews, and were married according to the laws of that faith, September 8, 1914. They lived together until the following August, when the husband compelled his 30

wife to leave him. The marriage was preceded by a betrothal contract, the pertinent features of which read as follows:

10 "First: The aforementioned bridegroom binds himself to wed the aforesaid bride as his wife with a ceremony of canopy and sanctification (Chupah and Kidushi) according to the rite of Moses and Israel. They shall not have any secrets nor deceive one another in any matter concerning money and they shall share in their possession, just portion and portion as is the universal custom.

"And the bridegroom binds himself to give presents to the bride according to the custom.

"The aforementioned bride obligates herself to bring in as dowry the sum of \$5,000 and clothing, beddings and trousseau, according to the manner of the prosperous.

20 "All this is entered into with the full and conscious understanding, and in the best manner according to the ordinances of our sages, and according to the law of the land, with hand-clasping and after a thorough reading, with a 'Kinyan' (formality of binding an agreement), to take effect immediately, entered into without coercion, never to be revoked, with a valid 'Kinyan' (formality of binding agreement)."

30 It was further stipulated that the wedding was to take place on or before September tenth, and that the penalty for a violation was \$1,000.

Upon the execution of this contract, the father of the wife obtained a certificate of deposit for the amount named, from a Trust Company, made out in the name of the husband and wife, payable ten days

after the marriage. The amount of the dot was arrived at only after considerable discussion and negotiation by the two men. The husband held out for \$10,000, while the father insisted upon the figure which was finally agreed upon. This sum, the husband says, was given to him as an unconditional gift, and I am inclined to believe that that was his understanding as well as the understanding of all concerned. At the wedding ceremony, he, however, entered into a contract, the printed form of which, in 10 the Aramaic dialect, literally translated, reads thus:

“On the day and date aforementioned, and in the year aforesaid, since the creation of the world; in accordance with our computation of time—in the said city (it is set forth) how this man, aforementioned, said unto the aforesaid maiden, ‘Be thou my wife according to the Law of Moses and of Israel, and I will labor (to maintain thee) honorably and to nourish and sustain 20 thee, according to the practice of the Jewish men who labor for the honorable maintenance of their wives whom they truly nourish and sustain; and I grant thee as spousal gift the aforementioned which is due to thee; I also bind myself to provide thee with food, raiment, and all thy necessaries, also to visit thee after the manner of the world.’

“Thereupon the said worthy maiden consented to become his wife and brought unto him the dowry given her by her family consisting of 30 gold and of silver, of ornaments and of garments, of furniture and of bedding, all of which this man aforementioned, the bridegroom, to wit, accepted in the sum aforementioned—this man aforesaid—to wit the bridegroom, also agreed to add thereto and to give her a sum

to equal the sum mentioned above—the grand total being the sum aforementioned—this sum aforementioned—the bridegroom, to wit, said ‘By virtue of the certificate I hereby accept the responsibility to the integrity of this dowry and of my addition thereto, for myself, and my heirs, that will follow me, to compensate with the most valuable of my estate and possessions, which I do possess, anywhere beneath the sky—
 10 —that which I have bought already and that which I may buy hereafter—whether of land or of goods and chattels, all of which I hereby pledge as security and hold them subject to the collection of the sum set forth in this certificate, to wit, the amount of this dowry and of my addition thereto; even pledge the very cloak I wear on my shoulders in payment, during my lifetime and after my lifetime, from this day forever.’

20 “Thus did this man aforementioned, the bridegroom, to wit: take upon himself, in accordance with this certificate, the responsibility for this dowry and the addition thereto.—This certificate is subject to strict enforcement the same as all certificates of dowrys and the addition thereto that is customary among the daughters of Israel, which are drawn up according to the form prescribed by our Sages of blessed memory and which is unlike a voucher or a blank certificate.
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“We have purchased the right of this man, namely, the bridegroom and have vested it in this worthy woman aforementioned—namely this maiden, to all that is written and set forth in the foregoing—by means of an article with which the right and title may be properly pur-

chased; all of which is thus established and remains in force."

I question very much whether any of the parties understood the contract in the sense now sought to be given to it by the wife, and especially that portion which seems to bind the husband to contribute to the dowry an amount equal to the sum brought in by the wife, because it appears to have been no part of the verbal arrangement.

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The theory of the bill is that the betrothal and nuptial contracts created a trust, held by the husband, in favor of the wife, and the prayer is that the husband be removed and a new trustee appointed, and that he be decreed to pay over the funds and deliver up the paraphernalia, and that the trust be impressed as a lien upon the real estate in which the dowry was invested. The documents certainly disclose no contractual obligations enforceable between husband and wife, and of and in themselves create no trust in favor of the wife. According to the nuptial contract, the husband bound himself and his heirs for the payment of the dowry and his addition, and as security he pledged all of his then and after-acquired possessions. To whom, and when, the dowry was to be paid, is not disclosed, and in this respect, whatever obligations were imposed upon the husband arose by operation of the laws governing the Jewish race, of which obligations the contract is only partly evidential. For its true interpretation, we must resort to the laws of Israel and the customs as prescribed by the Sages spoken of in the contract. These laws and customs were not put in evidence, and we cannot take judicial notice of them, even though they were in concrete form and we knew where to find them. The practice among

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the children of Israel varied from time to time, as history discloses. At one time the bridegroom named a price or ransom to the father of the bride; Abraham sent costly gifts to Rebekah when he betrothed her, and Jacob served Laban fourteen years for his two daughters; while, on the other hand, Solomon received from Pharaoh, his father-in-law, a city as the portion of the princess. *Jewish Encyc.*, Vol. 4, 645. What the present state of the Rabbinic law is, in relation to this sort of dowry, we are not informed, and whether the dowry is a trust enforceable under our system of jurisprudence, need not now be passed upon. We have nothing analogous in our judicial policy, and upon the documents in the case, standing alone, no recovery can be had by force of our laws or by our judicial methods. Louisiana is the only state in the Union in which these conventions are recognized and enforced, and there by the code founded upon the Spanish and French laws. They are also in common practice in Continental Europe. In the common law of England they are unknown. Until modified by statute, the wife's property, under the common law, passed to the husband by virtue of the marriage contract. Her compensation was her dower fixed at a one-third interest for life in his realty at the time of his death, and we are of the opinion that her right to alimony, in a measure, springs from the same source.

As gathered from the books which have been examined, relating to contracts of this kind, the husband owns the dowry and is entitled to the usufruct during his lifetime, and may dispose of them for that period. This is according to the code of Louisiana. The husband may, however, be called upon to account for the dowry in the event of a divorce or

judicial separation. Otherwise, his estate must respond at his death only. This also seems to be the Jewish law, and if this be so, the present action is prematurely brought. The complainant has not been divorced nor judicially separated.

Diligent search by counsel and the Court has failed to discover a single case in England or this country, where the common law prevails, where a nuptial contract like the present one was sought to be enforced. This may be attributed to the difficulty 10 of establishing a trust recognizable by our law, or to the fact that the Jewish people settled difficulties of this kind in the Rabbinic courts.

The claim for the paraphernalia was not pressed on the argument, the only subject debated being the dowry, and it is, therefore, to be regarded as waived.

The relief prayed for will be denied.

DECREE DISMISSAL.

IN CHANCERY OF NEW JERSEY.

	BETWEEN		
10	EVA GOLDSTEIN, <i>Complainant,</i>	}	ON BILL OF DECREE
	and		
	HYMAN GOLDSTEIN, <i>et al.,</i> <i>Defendants.</i>	}	DISMISSAL.

20 This cause coming on to be heard at the present term of the Court of Chancery at the State House, Trenton, in the presence of Henry S. Alvord of counsel with the complainant, and Albert S. Woodruff of counsel with the defendants, and the pleadings, proofs and the arguments of the respective counsel having been heard and considered, and it appearing to the Court that the complainant is not entitled to the relief sought and prayed for by her in her bill of complaint;

30 It is therefore, on this first day of August, A. D. nineteen hundred and sixteen, by Edwin Robert Walker, Chancellor of the state of New Jersey, ordered, adjudged and decreed that the complainant's bill be and the same is hereby dismissed with costs.

E. R. WALKER,
C.

Respectfully advised,

JOHN H. BACKES,
V. C.

I, ROBERT H. McADAMS, clerk of the Court of Chancery of the state of New Jersey, the same being a court of record, (Seal) do hereby certify that the foregoing is a true copy of the decree dismissal filed Aug. 1, 1916, in the cause wherein Eva Goldstein is complainant, and Hyman I. Goldstein, et al., are defendants, now on the files of my office. 10
(Documentary stamp.)

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said Court, at Trenton, this twenty-fourth day of August, A. D. nineteen hundred and sixteen.

ROBERT H. McADAMS,
Clerk.

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NOTICE OF APPEAL.

IN CHANCERY OF NEW JERSEY.

10 BETWEEN
 EVA GOLDSTEIN,
Complainant,
 and
 HYMAN I. GOLDSTEIN, *et*
al.,
Defendants.

ON BILL, &C.
 NOTICE OF APPEAL.

20 The complainant hereby appeals from the decree of dismissal made in this court in the above-stated cause on the 1st day of August, 1916, as the complainant claims the bill of complaint should not have been decreed to be dismissed and hereby appeals to the Court of Errors and Appeals, the last resort in all causes.

HENRY S. ALVORD,
Solicitor for and of
Counsel with Complainant.

30 Dated: August 25, 1916.

I conceive there is a good cause for appeal in the above-stated cause.

HENRY S. ALVORD,
Counsel with Complainant.

PETITION OF APPEAL.

NEW JERSEY COURT OF ERRORS AND APPEALS.

BETWEEN

EVA GOLDSTEIN,

Complainant,

and

HYMAN I. GOLDSTEIN, et

al.,

Defendants.

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ON BILL, &C.
PETITION OF APPEAL.

To the Honorable, the Court of Errors and Appeals,
in the last resort in all causes:

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The petition of Eva Goldstein, by Abraham Lipitz, her next friend, the appellant in the above-stated cause, respectfully shows that your petitioner finds herself aggrieved by the decree of dismissal made in the Court of Chancery, by his Honor, Edwin Robert Walker, Chancellor of New Jersey, bearing date the first day of August, in the year 1916;

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And your petitioner humbly appeals from the decree of dismissal in said cause, upon the ground that the same is erroneous and that the bill of complaint should not have been dismissed but should have been retained and the complainant should have been decreed relief.

And your petitioner prays that the said decree may be reversed, set aside and for nothing holden and that your petitioner may have such relief in the premises as to this Honorable Court shall seem meet.

EVA GOLDSTEIN.

HENRY S. ALVORD,
Solicitor for and of
Counsel with Complainant.

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[ENDORSEMENT]

Service acknowledged Oct. 6th 1916.
Albert S. Woodruff,
Solr. for Defendants.

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ANSWER TO PETITION OF APPEAL.

NEW JERSEY COURT OF ERRORS AND APPEALS.

<p>BETWEEN EVA GOLDSTEIN, <i>Complainant,</i> and HYMAN I. GOLDSTEIN, <i>et</i> <i>al.,</i> <i>Defendants.</i></p>	}	<p>ON BILL, &C. ANSWER TO PETITION OF APPEAL.</p>	<p>10</p>
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The answer of the respondent to the petition of appeal of the appellant. 20

This respondent, not acknowledging all or any of the matters which in the said petition of appeal are contained to be true, for answer thereto, nevertheless, says and admits, that a decree was on the first day of August, A. D. nineteen hundred and sixteen, made and entered in the Court of Chancery, in the cause for that purpose mentioned in the said petition, as is therein stated; but as to the substance and form thereof, this respondent prays to refer thereto when the same shall be produced. And this respondent is advised and believes that the said decree is agreeable to equity and he prays that the same may be affirmed with costs to be adjudged to this respondent. 30

ALBERT S. WOODRUFF,
Solicitor for and of
Counsel with Respondent.

LETTERS TO THE EDITOR OF THE JOURNAL

Dear Sir,
I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above mentioned subject.

The nature of the information furnished to the Board of Health in the report of the committee on the subject of the prevalence of the disease in the city of New York, during the year 1850, is such as to show that the disease is still prevalent in the city, and that the measures taken for its prevention are not sufficient to prevent its further extension.

I am, Sir, very respectfully,
Your obedient servant,
J. M. Woodworth,
Secretary for the Board of Health.

NEW JERSEY COURT OF ERRORS AND
APPEALS.

Between,
EVA GOLDSTEIN,
Complainant-Appellant,
AND
HYMAN GOLDSTEIN, *et al.,*
Defendants-Respondents.

ON BILL, &C.
APPEAL FROM CHAN-
CERY.

BRIEF OF RESPONDENTS.

1. INTRODUCTORY.

To enforce restitution of a dowry after separation of the complainant and defendant is the remedy sought by this bill. The jurisprudence of New Jersey holds no theory of a remedy for the restitution of a dowry. The common law recognizes no such remedy, and nowhere in the laws or decisions of the states of the union where the common law has been followed has it appeared. Louisiana following the French and Spanish theories in its code, provides this remedy—but even in this state there must first be a legal separation, for the remedy is only an attempt to readjust after the law has recognized cause for separation. New Jersey has, however, recognized the right of parties to fix future property

rights by contract before marriage and for an enforcement of such contract where necessary. If the complainant has a remedy at all then it rests upon a contract.

2. THE TESTIMONY.

The contract relied upon by complainant contemplates an agreement for her benefit made by her father and the defendant whereby the latter became a trustee for complainant and himself to hold the sum of ten thousand dollars, five thousand dollars thereof to be contributed by complainant's father and five thousand dollars by the defendant. This is the contract outlined in the bill of complaint and declared by counsel for complainant at the conclusion of the taking of testimony to be the case relied upon.

Complainant's testimony does not prove such an agreement. If it proves anything it establishes an entirely different arrangement from that relied upon by complainant in her bill, and entirely different from the only arrangement by which she could by any possibility be granted relief. She knew nothing as to the terms of any agreement made between her father and the defendant. Her understanding was that she and her husband to be together with her father arranged to give them \$5000 (p. 38, 39).

If a definite contract was made the two persons who knew of its terms were Abraham Lipitz and the defendant. Complainant therefore of necessity establishes her case, if at all, solely upon the testimony of her father. At the time the engagement agreement was made her father testified that he agreed to pay \$5000, understanding that that sum was a

gift to the defendant to be by him used without restriction. He only qualifies this statement by an indefinite suggestion that the defendant, being without ready funds, was to purchase presents for the bride to the extent of about five hundred dollars, and was to provide a home for himself and the bride using the fund (p. 50, l. 17). It is significant that on direct examination his first statement relative to the five thousand dollars is in these words, "I trusted him and give him my child; I give him the \$5000" (p. 49, l. 1).

He understood from the doctor (p. 49, l. 19) that "this money is only for a home for us." Mr. Lipitz stated to the defendant (p. 50, l. 6), "I will give a check for \$5000 to you and to her; take \$500 and buy jewelry and take the balance and buy a house; if you will promise me that I can trust you this." As indicating that Mr. Lipitz expected and intended the money to be within the absolute control of defendant at the time of the discussions between defendant and Mr. Lipitz, the latter asked (p. 50, l. 19), "Are you going to use this money for some other purpose; are you in debt to somebody," and when the doctor replied that he was not, the witness testifies that he said, "Well if I can trust you this \$5000. I am going to give it to you; you said you will take care of my child and do the best you can for her." Witness further outlining the statements of defendant upon which he relied quotes him as saying (p. 50, l. 28), "I have to have this money to pay for a lot forty feet front in Broadway, and \$500 I will give for jewelry, and the balance will build us a nice home for me and my wife." The check was paid over according to Mr. Lipitz with the following statement, "You told me that you must have some security

paid in bank that you should buy jewelry to my daughter, and you should buy over that lot"; I said, "Come into any bank with me, and I will give it to you." Further, on cross-examination (p. 58, l. 1) Mr. Lipitz explaining his understanding says, "He agreed with me to use this money for the best for him and his wife. I shall trust him that he will have her a nice home and everything nice; I thought he is my child the same as she is."

The only understanding that can be drawn from this testimony is that five thousand dollars was agreed to be given to the defendant, the donor trusting that the money would be used by defendant to provide a home for himself and wife. Any mental reservations that he may have had at the time of making the gift cannot of course be considered as terms of the contract and nowhere in his testimony does he indicate that he suggested to the defendant that the defendant was receiving the money as trustee for the complainant. Mr. Lipitz said (p. 61, l. 4), "I was not giving it to him: he shall use it as he wants to, but as trustee for my child." But even here there is no indication that the witness had ever spoken of a trusteeship in his conversations with the defendant prior to the time the money changed hands. If he had it in mind then he craftily concealed his intention from defendant. The truth seems to be, however, that Mr. Lipitz never conceived the thought of a possible return of the money or a holding of it in trust until after differences arose between his daughter and defendant. As showing the condition of his mind at the time the money was to be paid, the following is illuminative: "I don't know what I will do at that time; I didn't understand what to do; I never thought there was

going to be a quarrel" (p. 61, l. 9). This the concluding statement of the witness seems clearly to indicate the true situation. The donor himself did not expect any future trouble. At that time he had no clear intention of creating a trusteeship and only intended to provide five thousand dollars to be paid over to the doctor to be by him used as he saw fit, with the indefinite suggestion that about five hundred dollars could be used by the defendant to buy presents for his bride and that a home was to be built in and about which the money was to be utilized.

It is clear that complainant's theory must be consistent in all of its terms. It conceives the inclusion of all the terms of the written engagement agreement, binding force to all of the directions and suggestions of the marriage certificate, and a right to the remedy sought through the alleged breach of one of the admonitions of the marriage certificate. The parties at the time they signed the engagement agreement must, therefore, be presumed, for the purpose of complainant's argument, to have intended being bound literally by each word and phrase of the marriage certificate which was to follow. If this is true then the complainant does not explain why she is not bound by that provision of the engagement agreement which fixed a penalty of one thousand dollars to be paid by the party breaking the contract (p. 118, l. 34). Again, if the marriage certificate is to be taken literally then complainant is not asking for that which the contract provided should be done upon breach, i. e., giving back to her all of her husband's possessions, even to the coat on his back (p. 121, l. 27). It is also interesting to consider the fact that the engagement

agreement provides that the parties should have no secrets between them as to any money matters (p. 118, l. 20). Surely the complainant would not insist that if the defendant had neglected to tell her the amount of his earnings from his practice that she thereupon became entitled to a return of the dowry or his discharge as a possible trustee for her and the appointment of a successor.

The fact is, however, that the agreement as contemplated by complainant's father and the defendant, as shown in the testimony of the former, was carried out. The only testimony before the Court on this question, of absolute necessity to the complainant's case, is that of the defendant who was called by the complainant as a witness in this regard. He did purchase jewelry for the bride to the approximate extent of five hundred dollars; that fact is not challenged. It is also certain that he did expend for the purchase of the lot and the erection and completion of a home about five thousand dollars (pp. 43, 44, 45).

Another contradictory feature of complainant's case as proven is respectfully urged as in itself sufficient to warrant a dismissal of the bill. The engagement agreement was reduced to writing. In it there was the provision that the parties were to share their possessions according to the law of the land (p. 118, l. 20). As this was translated and explained on the stand by complainant's witness, it conceived that the parties should be governed by the laws of the state where the agreement was made, i. e., by the laws of New Jersey (p. 64, l. 25, p. 65, l. 6). If they were to share their possessions according to the law of New Jersey, then it must be, in the absence of any other explanation proven or to be

drawn from the testimony, that it was intended that our statutes relative to dower, curtesy and similar legislation was to apply. With this explicit provision in writing it is difficult to avoid the conclusion that the complainant and her father first conceived the thought of asking for the return of the dowry when differences arose between complainant and defendant.

Complainant also sought to charge the home of the defendant Rosa Goldstein with the lien of an equitable mortgage. This is evidently abandoned on appeal as the point is neither briefed nor argued. This portion of complainant's bill rests upon the assumption that a part of the five thousand dollars was used in paying off a purchase money mortgage on the lot whereon that house was constructed. There is no proof in the case that any of the money was used to improve that property. The proof being to the contrary that the entire sum of five thousand dollars was used in buying jewelry for the complainant and in purchasing the lot and building the home adjoining this property which was afterwards occupied by the parties as their residence. The defendant, called as the complainant's witness, produced evidence showing that the purchase money mortgage was paid off through negotiating a note at the time of the adjustment for the amount of money needed (p. 44, l. 21). There is no other testimony produced by complainant indicating any other situation and it is therefore respectfully urged that the bill as against the defendants Rosa Goldstein and S. J. Goldstein should be dismissed with costs.

DEFINITENESS OF TRUST.

To create a trust the declaration must be clear, explicit, definite and unequivocal. "And the element of certainty is especially necessary where the declaration of trust rests in parol." 39 Cyc 58 b.

See *Vail vs. Vail*, 49 Conn. 52.

Arrange and adjust complainant's evidence to every angle of her theory of the trust existent yet it is impossible to avoid indefiniteness of purpose, uncertainty of limitation and obscurity of terms. Viewed from one angle the proof suggests an agreement to give five thousand dollars to a daughter to be given to her husband upon marriage as a dowry, or present. But it appears that it was suggested the husband buy presents for his bride and create a home using the fund. If this was the trust then it has been extinguished by fulfillment. If the donor had conceived of a trust fund of ten thousand dollars, half to be provided by the husband and half by him for the wife, why did he approve of the formal written engagement providing that the man marry the daughter and give her presents and that she marry him and give him a dowry of five thousand dollars? If he made it clear that the arrangement contemplated that the parties be further bound by the words of a marriage certificate why was there no discussion of the form of such certificate or its production for approval of terms? If the understanding was not that the father was giving five thousand dollars to the daughter to be given to her husband as a dowry why is it that the method of transfer appears to exactly accomplish that idea? If the donor had in

mind that the certificate of marriage should form a part of an agreement so complex, why is it that there is no definition of a trusteeship but on the contrary a provision that the relation of the parties shall be defined by the laws of this state? Or if, upon his failure to do all he might be directed to do by that certificate he was to account for the five thousand dollars held by him as trustee for his wife, how is it that no such provision appears in the instrument and we find instead a penalty of forfeiture of all he might possess?

Consideration of such questions leads inevitably to a conclusion that what was intended was a dowry as that word is ordinarily understood, i. e.—“Dowry. That which the wife gives the husband on account of marriage, and is a sort of donation made with a view to his maintenance and to the support of the marriage.” *Cyc.*, and that no question would ever have arisen but for the unfortunate differences which have separated the parties.

STATUS OF THE PROPERTY.

Bolles vs. State Trust Company, 27 N. J. Eq. 308.

According to the view of complainant there was a gift of money to two persons for their joint benefit. If they were trustees for themselves their legal and equitable interests merged and the fund became theirs free of any trust; but, as joint property. The parties were husband and wife and that relationship affected the character of their possession. The wife had no separate estate, and by the rules of the common law during the lifetime of the husband he

has exclusive control of such property. Or, if she can be said to have a separate estate under the intendment of the statutes enlarging the rights of married women as to ownership of property, then certainly his equitable interest as *cestui que trust*, to a half of the fund merged into his legal right thereto, and the theory of complainant falls.

STATUTE OF FRAUDS.

Any contract, possible of consideration in this case, rests upon the consideration of marriage. Such a contract by statute, Com. Stat. p. 1603, Sec. 5, to be enforceable, must be in writing. The alleged contract upon which complainant relies is one made between her father and the defendant for her benefit. It contemplates as elements, the written engagement agreement, the provisions of the marriage certificate and other indispensable terms necessarily to be supplied by parol. Mr. Lipitz was not a party to either the written engagement agreement or the certificate of marriage. Thus the contract relied upon by complainant must fall within the ban of the statute and so be insufficient to support an action.

Manning vs. Riley, 52 N. J. Eq. 39;

LePard vs. Russell, 39 Atl. 1059;

Russell vs. Russell, 60 N. J. Eq. 286, app'd
63 Eq. 282.

If terms were suppliable by parol to prove an agreement of trusteeship then they must be discovered in the testimony of Mr. Lipitz. He says he trusted defendant to do what he conceived should be done. Equity will not under such circumstances interfere.

Manning vs. Riley, 52 N. J. Eq. 41-44.

And both the engagement agreement and the marriage certificate are complete instruments. As such they cannot be added to or varied by parol.

Russell vs. Russell, 60 N. J. Eq. 287 & cases cited.

It is respectfully submitted that the finding of the Court below should be affirmed.

ALBERT S. WOODRUFF,
*Solicitor for and of Counsel
with Defendants.*

NEW JERSEY COURT OF ERRORS AND
APPEALS.

EVA GOLDSTEIN,
Complainant-Appellant,

VS.

HYMAN I. GOLDSTEIN, *et al.*,
Respondents-Defendants.

APPEAL FROM

CHANCERY.

BRIEF OF COMPLAINANT.

1. STATEMENT OF THE CASE.

The bill was filed to obtain restitution of complainant's dot or dowry, wedding presents and paraphernal property and to have the amount of the dowry decreed to be a lien upon certain real estate of the defendants and to have the dot or dowry decreed to be a trust and the defendant, Hyman I. Goldstein, decreed to be an unfaithful trustee, &c.

Complainant, then under sixteen years of age, was married to the defendant, Dr. Hyman I. Goldstein, September 8, 1914. The doctor was a practicing physician in the city of Camden. He represented himself to be in good financial standing, with a good practice, and induced the father of the complainant to provide a fund of five thousand dollars

(\$5000.00) to be paid ten days after the marriage. A draft was procured by the father of the complainant for the purpose, made payable to Eva Goldstein and Hyman I. Goldstein ten days after their marriage, and this draft was handed to the defendant, Hyman I. Goldstein, at the time the engagement contract was executed by the parties. (The engagement contract appears on pages 118 and 119 of the case.) And the wedding agreement between the parties was also reduced to writing and the form used for the purpose appears in the case on pages 120, &c.

The parties were engaged to be married and were married in pursuance of the usual custom of orthodox Jews. The engagement contract provides, "First, the aforementioned bridegroom binds himself to wed the aforesaid bride, as his wife, with a ceremony of canopy and sanctification (chupah and kidushi), according to the rite of Moses and Israel." (Case, page 118, line 16.)

The marriage contract provided, after stating the acceptance by the bridegroom of the amount of the dot or dower sets forth, that "The bridegroom also agreed to add thereto and to give her a sum to equal the sum mentioned above,—the grand total being the sum aforementioned,—this sum aforementioned,—the bridegroom, to wit, said, by virtue of the certificate, I hereby accept the responsibility to the integrity of this dowry and of my addition thereto for myself and my heirs that will follow me, to compensate with the most valuable of my estate and possessions which I do possess, anywhere beneath the sky, that which I have bought, or that which I may buy hereafter, whether of land or of goods and chattels. All of which I hereby pledge as security and hold them subject to the collection of the sum set forth in this certificate, to wit, the amount of this dowry and

my addition thereto,—even pl
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and after my lifetime, from t
case, page 121, line 12.)

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lars' worth of jewelry, given t
also presents from numerous
amounting in value to from
(\$1000.00) to fifteen hundred
less than one year after the ma
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and ill-used her and finally ab
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For beating his wife, he wa
County, New Jersey, and was
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He does not deny converting
wedding presents to his own

L.S.

June 10th 1914



of Abram Spitz
Certificate of deposit of the Trustmen's Bank & Trust Co.
for Five thousand
payable to Eva Spitz and Dr Hyman Goldstein
ten days after legal marriage notice

Dollars

Hyman I. Goldstein



my addition thereto,—even pledge the very cloak I wear on my shoulders in payment during my lifetime and after my lifetime, from this day forth.” (See case, page 121, line 12.)

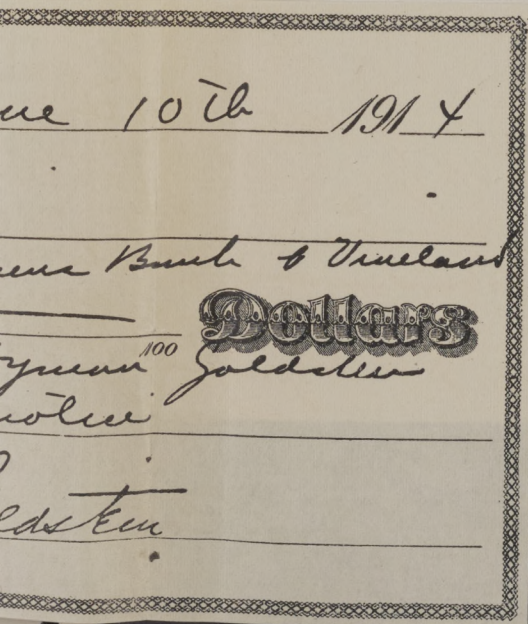
At the time of the marriage, September 8, 1914, the complainant received a large number of valuable wedding presents, including about five hundred dollars' worth of jewelry, given to her by her husband; also presents from numerous of her friends, in all amounting in value to from one thousand dollars (\$1000.00) to fifteen hundred dollars (\$1500.00). In less than one year after the marriage, the defendant, Doctor Goldstein, ill-treated his wife and beat her and ill-used her and finally absolutely drove her out of his house and compelled her to leave his home.

For beating his wife, he was indicted in Camden County, New Jersey, and was convicted of assault and battery on his wife, the complainant.

The defendant, Doctor Goldstein, kept the dot or dowry and put it into real estate in Camden, in his own name, mortgaged it for a large amount, and since the commencement of this suit and the filing of a *lis pendens* in the case, has further mortgaged it to his mother, one of the defendants in this case, and has had large judgments entered up against him. The defendant, Doctor Goldstein, has also disposed of the complainant's wedding presents, which he gave her and which her other friends and relatives gave her and has converted the proceeds to his own use.

The defendant, Doctor Goldstein, admits in the pleadings, that he ordered his wife out of his house and compelled her to leave him and does not justify in any way, this action on his part.

He does not deny converting her jewelry and other wedding presents to his own use, and he expressly



admits his liability to support his wife. The defendant, although admitting his liability to support his wife before the commencement of this suit, a period of nearly one year after his constructive desertion of his wife, only contributed fifteen dollars (\$15.00) toward her support.

2. GROUNDS OF APPEAL.

1. Because the decree fails to give complainant any relief.

2. Because the defendant, Hyman I. Goldstein, should be decreed to be a trustee as to the dot or dowry of \$5000 for the benefit of the complainant.

3. Because the said defendant, Hyman I. Goldstein, should be decreed to be an unfaithful trustee and a new trustee should be appointed.

4. Because the said Hyman I. Goldstein should be decreed to pay over the said fund to the new trustee, and in case of failure so to do, the amount thereof should be decreed to be a charge and lien upon the real estate referred to in the bill of complaint, of the defendant, in Camden, and also of defendant, Rose Goldstein, obtained from defendant, Hyman I. Goldstein.

5. Because defendant, Hyman I. Goldstein, should be decreed to surrender and yield up to the complainant her jewelry, diamonds, wedding presents, clothing and other paraphernalia, and in case of his failure so to do, that he be decreed to compensate the complainant in damages.

3. ARGUMENT.

The Court below held:

1. That the payment of \$5000 to the husband was an unconditional gift. (Case, p. 125, l. 5.)
2. That for the true interpretation of the contract of marriage, resort must be had to the laws of Israel and the customs of the sages. (Case, page 127, line 30.)
3. That because the parties are not legally separated this action is prematurely brought.
4. That the claim for the paraphernalia is waived.

Complainant claims the Court below was not justified in its conclusion that the payment of \$5000 to the husband was an unconditional gift. To reach this conclusion, you are obliged to ignore the contracts and solemn agreements entered into by the parties, and you are obliged to ignore the fact that the \$5000 draft was made payable to the complainant and her husband, the defendant, jointly. Abraham Lipitz, the complainant's father, acting for the complainant, paid the \$5000 and testified in regard to the engagement and marriage ceremonies (Case, page 51, line 35): "It was my hope that I can bind him with the Jewish contract, that he bind himself to be responsible to keep her and maintain her, and if not, he shall give his coat even back. He shall give everything. That keeps a Jew from doing wrong. Nobody would do wrong then, only if he was a thief."

Complainant contends that the engagement contract (case, page 118) and the marriage contract (case, page 120), clearly show the promise made by the defendant to wed the complainant "under the canopy and with sanctification" and to provide "food, raiment and all necessaries," etc., for the complainant, and operates to create a trust for the benefit of the complainant, which trust the defendant assumes the responsibility of to the fullest extent, and pledges everything he has or may acquire to preserve its integrity. This is the plain meaning of the language used and it should be enforced in this jurisdiction.

The clause added to this contract, "This certificate is subject to strict enforcement the same as all certificates of dowrys, and the addition thereto that is customary among the daughters of Israel, which are drawn up according to the form prescribed by our sages" has no authority to divest our courts of jurisdiction in the premises—any more than if the contract had said instead, "This marriage is subject to be annulled or dissolved the same as all marriages between the sons and daughters of Israel, which are solemnized in the form prescribed by our sages." Would this clause have any effect to deprive either party from obtaining relief in a proper case on petition in our Court of Chancery for divorce, or would it require any proof as to the laws of Israel or the customs as prescribed by the sages?

This clause does not even purport or pretend to oust our courts of jurisdiction. If it had, could the parties, by their contract, deprive our courts of the power to enforce the contract? Can the parties to a contract say what court shall or shall not have jurisdiction over a breach of it? Does this give or take away power from the Court?

The Court below (case, page 127, line 8, etc.) questions the understanding of the parties to the contract, "because it appears to have been no part of the verbal arrangement." The contract speaks for itself and is not ambiguous.

The defendant was a man of education, assisted by his father, an orthodox Jew, and does not pretend he did not understand the contract.

There is nothing in the contract that needs interpretation according to the laws of Israel; this clause is only as to the enforcement of the contract and doubtless refers to the religious enforcement of it and does not even infer that there is to be no temporal enforcement of it in the courts of our state, and if it did, such an attempt to control the power of our courts would be surplusage and void.

The Court below says (case, page 127, line 25):

"To whom and when the dowry was to be paid is not disclosed and in this respect whatever obligations were imposed upon the husband arose by operation of the laws governing the Jewish race, of which obligations the contract is only partly evidential. For its true interpretation, we must resort to the laws of Israel and the customs as prescribed by the sages spoken of in the contract."

The engagement contract (case, page 118, line 26) sets forth: "The aforementioned bride obligates herself to bring in as dowry the sum of \$5000 and clothing, beddings and trousseau according to the manner of the prosperous." The marriage contract (case, page 121, line 5) provides, "Thereupon the said worthy maiden consented to become his wife and brought unto him the dowry given her by her family, consisting of gold and of silver, of ornaments

and garments, of furniture and bedding.”

Does not this show to whom the dowry should be paid if the husband is unfaithful and if he fails to perform his part of the contract?

Complainant claims that the conduct of the husband in this case is such as to cause him to forfeit any rights he would otherwise have to retain the custody of the fund.

No legal separation is necessary to entitle the wife to ask the Court of Chancery, the only forum open to her, to inquire into and adjust financial differences between them arising out of their contracts, express or implied.

In any case where a wife (and particularly an infant) gives over a fund of money belonging to her to her husband, for safe-keeping, he will be held liable and accountable as a trustee, without any written agreement.

In *Black vs. Black*, 30 N. J. Eq. 215, a case in which an unfaithful wife gave money to her husband to beautify and make their home, owned by the husband, attractive, the Court says, p. 220:

“She had a right to believe, independent of anything in the nature of a contract or promise, that she would always be permitted freely to enjoy with him all the benefits flowing from any expenditure she made to increase the comfort and luxury of his home. He has no right to defeat or disappoint these expectations; and hence, if it be true that he has causelessly driven her from his house and compelled her to seek safety in flight, I think his conduct exhibits a case of grievous wrong which calls loudly for redress, and which this Court, in the exercise of its undoubted power, is bound to give.”

In this case, the parties were not legally separated at the time the suit was commenced.

The complainant in the case at bar, a faithful wife, turned out by her husband, should be able to get relief.

Should this Court say the action is prematurely brought because there is no legal separation? Does this Court refuse to give relief to the wife in financial matters until after a legal separation? If so, this Court puts a premium on legal separation and divorce.

The contract in this case was made in New Jersey and was intended to be executed in New Jersey, and is not ambiguous. The contract should be interpreted according to the laws of the state of New Jersey, and agreeably to equitable principles. The contract was created for the use and benefit of the complainant, and she was the party to the agreement on the one side and her husband on the other.

The object of the payment of the \$5000 could not well be considered by any reasonable person to have been paid for any other purpose than to secure and provide for the future happiness and welfare of the complainant; and she had the right to expect and receive from the defendant, food, raiment and all other necessaries of life; and she had the right to expect to have the use of the residence property, which was largely paid for with this money; and she had the right to expect and receive good treatment from her husband. Failing in this, the money should be returned to the complainant on ordinary equitable principles.

Because relief has never been given in this state on a contract of this nature is no reason why the complainant should not obtain relief. The Court of Chancery has prided itself in inventing remedies

where justice and equity on the facts presented, show a necessity for equitable relief, and where no previous case has cut a trail, and where there are no footsteps to guide.

The defendant evidently is an adventurer and sought to enrich himself by the marriage, and thought lightly of the burdens that he assumed. After driving his wife away from home and admitting his liability to support his wife, he only gave her \$15 toward her support for a period of about one year after his constructive desertion and before the commencement of this suit.

The reported decisions on the subject of dowry, dot, or money brought in by the wife at the time of her marriage, seem in this country to be only found in the state of Louisiana, and seem to have been derived from the Spanish or French law and from the Roman civil law.

The civil code of the state of Louisiana has sections or clauses which expressly deal with this subject and seem to be declaratory largely, of the laws of the countries from which it was derived. The money brought in to the husband from the wife or from her father or mother or friends under these laws constitute her dowry and it constituted a trust fund in the hands of the husband which was not liable for his debts, either during his lifetime or after his decease and all of his property was pledged as security for the restitution of the dowry and the wife was given, by law, as one of the incidents of the marriage, a general mortgage on all the lands of the husband, for the security of her dot or dowry, and suit would lie for the restitution of her dowry where the husband kept a concubine in his home, or where he improperly excluded his wife from his home, or where the dowry was in danger.

I cite some extracts from some of the cases I have examined, as follows:

In re Gates, et al., Legendre and Husband, 10 Robinson (La. 74), on a contest against the wife by creditors of the husband, it was held that a donation by the husband to his future wife forms no part of her dot or dowry. Whatever in the marriage contract is declared to belong to the wife or to be given to her on account of the marriage by other persons than the husband, is part of the dowry, unless there be a stipulation to the contrary. Money paid or agreed to be paid by the husband under the terms of our laws cannot be considered as any part of the dot which can be settled either by the wife herself, or by her father and mother or other ascendants or by other relatives or even by strangers, cannot be settled by the husband who receives it to enjoy the same as long as the marriage shall last.

When not made by the husband, a legal tacit mortgage results to the wife on the property of the husband as security for the dot or dowry. In this case, she was not allowed to hold such security by way of mortgage because the promise of the gift was from the husband, which was not good as against his creditors.

The case of *Cable vs. Bossier*, 4 La. 558, upholds the lien of her, the wife's tacit mortgage, upon the whole of her husband's property for the restitution of her dowry or dotal and paraphernal estate.

In the case of *Union Bank vs. Slidell*, 11 La. 23, "It is conceded on all hands that without such agreement, a general legal mortgage would have resulted from the marriage by operation of law. The only question, therefore, which this part of the case presents, appears to be whether such an agreement is tolerated by law, or, in other words, whether a minor,

capable of contracting marriage be legally capable of binding herself by such an agreement and of confiding her dower to her future husband on such conditions."

In this case the marriage contract pledged specific land instead of a general pledge for the integrity of the dot or dowry and released the balance of his land. This contract was held good. The mortgage is to operate to secure the restitution of the dowry or dot and her paraphernal effects.

In re Floers vs. Lemee, 16 La. 271, "The wife's mortgage on her husband's property only exists for the restitution of her dotal and paraphernal property." "A donation *propter nuptias* by the husband to the wife makes no part of the wife's dowry."

An express agreement as to the dot or dowry follows and governs the parties wherever they reside. *Saul vs. His Creditors*, 5 Mart.: (N. S.) 569, 16 Am. Dec. 212; *Tourne vs. Tourne*, 9 La. 452.

In re Lebeau vs. Jewell, 9 La. Am., page 168, wife's dowry enforced against husband during his lifetime decreed to be a judicial mortgage on his property to be enforced by sale on writ of *fieri facias*.

Also see on suit for restitution of dowry, *Thorne vs. Egan*, 3 Robinson, 329.

In *DeYoung vs. DeYoung*, 6 La. Ann. 786, a wife brought suit against her husband for separation of property and alleged that she settled a dowry upon herself at the time of her marriage. Held, she is bound to show affirmatively the proof of her allegations.

In the case of *Sellars vs. Davis*, 4 Yerg. Tenn. 503, it was held that a gift from a father to his daughter, who was married to a man whose first wife was still living and from whom he was not divorced at the

time of his second marriage, vests the property in the daughter, she being considered in law, a *feme sole*. In this case it was held that a suit by the father to recover the property could not have been maintained, because he parted with his property absolutely.

In re Ledoux, wife of J. A. Boyd, vs. Her Husband, 10 La. Ann. 663, a divorce *a vinculo* will be granted on the ground that the defendant has committed adultery in the matrimonial dwelling or kept a concubine openly and publicly in another without a prior or contemporaneous judgment of separation. A donation *inter vivos* made in favor of marriage is not revoked to the amount of the disposable portion by the birth of children, issue of the marriage. Plaintiff in this case was held to be entitled to be put in possession of the dowry.

In the case of *Finlayson vs. Finlayson*, 3 L. R. A. 801, Thayer, Chief Justice, held: "In a case where a husband gave land to his wife and the wife induced the husband to build a \$4000 house on the land for a home for them where they lived thereon for three years and a half and then the wife expelled the husband therefrom, that the \$4000 should be ordered to be paid to the husband by the wife and the payment charged on the land and in default of payment in ninety days, that the husband have execution to sell the real estate and to pay the debt with costs in both courts.

In the case of *Meldrum vs. Meldrum* (Col. Supreme Court, 1890), L. R. A. 11-65, it was held that where a wife procures valuable property from her husband as a home and afterwards institutes divorce, equity may restore the property to the husband.

In the *Dickerson Case*, 24 Neb. 530, it was held that a wife would not be permitted to retain the title to real estate conveyed to her by her husband as a provision for her support in case of his death where, after receiving such conveyance, she, without sufficient cause, abandons him.

In *Lewin on Trusts*, star page 906, section 24, under the head of Breach of Trust, the proposition is asserted that where a trustee is guilty of a breach of trust, he is liable as a debtor, to his *cestui que trust*.

As to her paraphernalia, defendant gave his wife jewelry valued at \$625, for which, at the time of purchase, he gave \$125 cash and a \$500 note. (Case, page 95, line 13.) Complainant's trousseau was valued at \$400. (Case, page 32, line 29.) Complainant brought to defendant's home at the time of her marriage a trunk full of sheets, pillow cases, dresses, etc. (Case, page 32, line 23.) The husband refused to let her have her wedding gifts and other property when he turned her out. Husband let the wife take a blue coat, a few sheets, a hat and one or two old dresses. (Case, page 32, line 13, etc., case, page 33, line 20, etc.)

The legislature of our state passed an act February 19, 1915, page 27, as follows:

"1. The paraphernalia of a married woman, being the suitable ornaments and wearing apparel of a married woman which have come to her through her husband, during coverture, now possessed by her and which she may hereafter obtain, shall be her sole and separate property as though she were a single woman.

"2. This act shall take effect immediately."

The constructive desertion occurred in August, 1915, after the passage of this act.

At the argument of the case before the Vice-Chancellor, the paraphernalia was not very much considered, as it was not considered as important, but it was not intended to be waived and complainant claims she is entitled to relief on this as well as on the dowry.

Respectfully submitted,
HENRY S. ALVORD,
Of Counsel with Complainant.

