

## I N D E X

	PAGE
Bill of Complaint.....	1
Answer .....	14
Order .....	17
DEFENDANTS' TESTIMONY:	
Joel Mason—Direct .....	24
Cross .....	28
Recalled—Direct .....	60, 82
S. Bartram Richards—Direct.....	41
Recalled—Direct .....	72
Frederick C. Robbins—Direct.....	64
Cross .....	67
Re-direct .....	68
Re-cross .....	71
Exhibit No. 2.....	84
“    “    3.....	87
“    “    4.....	88
“    “    5.....	88
“    “    6.....	90
“    “    7.....	90
“    “    8.....	91
“    “    9.....	92
“    “    10.....	92

	PAGE
“ “ 11.....	93
“ “ 12.....	94
“ “ 13.....	95
“ “ 14.....	95
“ “ 15.....	96
“ “ 16.....	97
“ “ 17.....	97
“ “ 18.....	98
“ “ 19.....	99
“ “ 20.....	100
“ “ 21.....	100
“ “ 22.....	101
“ “ 23.....	102
“ “ 24.....	103
“ “ 25.....	103
“ “ 26.....	104
“ “ 27.....	105
Stipulation .....	106
Master's Report .....	107
Schedule No. 1.....	109
Final Decree .....	110
Notice of Appeal.....	113
Petition of Appeal.....	114

BILL OF COMPLAINT.

IN CHANCERY OF NEW JERSEY.

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

The complainant, Camden, Atlantic and Ventnor  
Land Company, a corporation organized and exist- 10  
ing under and by virtue of the laws of the State of  
New Jersey, respectfully shows:

1. On October 17, 1911, Joel Mason, being in-  
debted to the Camden, Atlantic and Ventnor Land  
Company, your orator, in the sum of \$15,000.00, exe-  
cuted to it a bond of that date to secure that sum,  
payable at the expiration of one year from the date  
thereof with interest thereon at the rate of six per  
cent per annum, payable semi-annually from the 20  
date of the bond.

2. To secure the payment of said bond, said Joel  
Mason and Mary L. Mason, his wife, executed to  
the said Camden, Atlantic and Ventnor Land Com-  
pany, your orator, a mortgage of even date with the  
bond, and thereby conveyed to it in fee the lands  
hereinafter described, on the express condition that  
such conveyance should be void if payment should  
be made according to the terms of the bond, and 30  
further, that the party of the second part would,  
during the continuance of the mortgage, release  
from the lien and operation thereof any single tract  
of land as herein described, upon the payment of  
\$1000 per tract, and which mortgage, having first  
been duly acknowledged and the certificate of ac-

knowledge duly endorsed thereon was recorded in the clerk's office of Atlantic County, at Mays Landing, in Book No. 122 of Mortgages, page 287, etc.

3. The mortgaged premises are described as follows:

ALL those certain lands and premises situate in the City of Atlantic City, County of Atlantic, State  
10 of New Jersey:

1. Beginning at the southeast corner of Ventnor and Dover Avenues and extending thence south along the east line of Dover Avenue forty feet, thence east and parallel with Ventnor Avenue sixty two and five tenths feet, thence north and parallel with Dover Avenue forty feet to the south line of Ventnor Avenue, thence west along the same sixty two and five tenths feet to the place of beginning.

No. 2. Beginning in the east line of Dover Avenue  
20 four hundred and thirty feet north from the northeast corner of Dover and Atlantic Avenues and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet thence north and parallel with Dover Avenue thirty feet, thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence to the east line of Dover Avenue, thence south along the same thirty feet to the place of beginning.

No. 3. Beginning in the east line of Dover Avenue  
30 three hundred and ninety five feet north from the northeast corner of Atlantic and Dover Avenue and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet thence north and parallel with Dover Avenue thirty five feet thence west and parallel with Atlantic Avenue sixty two and five tenths feet to the east line of Dover

Avenue, thence south along the same thirty five feet to the place of beginning.

No. 4. Beginning in the east line of Dover Avenue two hundred and fifty five feet north from the northeast corner of Atlantic and Dover Avenue and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Dover Avenue twenty feet, thence west and parallel with Atlantic Avenue sixty two and five tenths feet to the east line of Dover Avenue, thence south along the same twenty feet to the place of beginning. 10

No. 5. Beginning in the east line of Dover Avenue one hundred and eighty feet north from the northeast corner of Atlantic and Dover Avenues and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Dover Avenue thirty five feet, thence west and parallel with Atlantic Avenue sixty two and five tenths feet to the east line of Dover Avenue, thence south along the same thirty five feet to the place of beginning. 20

No. 6. Beginning in the west line of Elberon Avenue four hundred and sixty feet north from the northwest corner of Atlantic and Elberon Avenues and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Dover Avenue forty feet to the south line of Ventnor Avenue, thence east along the same sixty two and five tenths feet to the intersection of the south line of Ventnor Avenue with the west line of Elberon Avenue, thence south along the same forty feet to the place of beginning. 30

No. 7. Beginning in the west line of Elberon Avenue four hundred and thirty feet north from the northwest corner of Atlantic and Elberon Ave-

nue and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet thence north and parallel with Dover Avenue thirty feet; thence east and parallel with Atlantic Avenue sixty two *two* and five tenths feet to the west line of Elberon Avenue, thence south along the same thirty feet to the place of beginning.

10 No. 8. Beginning in the west line of Elberon Avenue three hundred and ninety five feet north from the northwest corner of Atlantic and Elberon Avenue and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Dover Avenue thirty five feet, thence east and parallel with Atlantic Avenue sixty two and five tenths feet to the west line of Elberon Avenue, thence south along the same thirty five feet to the place of beginning.

20 No. 9. Beginning in the west line of Elberon Avenue two hundred and fifty feet north from the northwest corner of Atlantic and Elberon Avenues and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Dover Avenue thirty feet, thence east and parallel with Atlantic Avenue sixty two and five tenths feet to the west line of Elberon Avenue, thence south along the same thirty feet to the place of beginning.

30 No. 10. Beginning in the west line of Elberon Avenue two hundred and fifteen feet north from the northwest corner of Atlantic and Elberon Avenue and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Dover Avenue thirty five feet thence east and parallel with Atlantic Avenue sixty two and five tenths feet to the west line of Elberon Avenue, thence south along the same thirty five feet to the place of beginning.

No. 11. Beginning in the west line of Elberon Avenue one hundred and eighty feet north from the northwest corner of Atlantic and Elberon Avenue and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Dover Avenue thirty five feet, thence east and parallel with Atlantic Avenue sixty two and five tenths feet to the west line of Elberon Avenue, thence south along the same thirty five feet to the place of beginning.

10

No. 12. Beginning in the west line of Elberon Avenue one hundred and forty five feet north from the northwest corner of Atlantic and Elberon Avenue and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet thence north and parallel with Dover Avenue thirty five feet, thence east and parallel with Atlantic Avenue sixty two and five tenths feet to the west line of Elberon Avenue thence south along the same thirty five feet to the place of beginning.

20

No. 13. Beginning in the west line of Elberon Avenue one hundred and five feet north from the northwest corner of Atlantic and Elberon Avenue and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Dover Avenue, forty feet, thence east and parallel with Atlantic Avenue sixty two and five tenths feet to the west line of Elberon Avenue, thence south along the same forty feet to the place of beginning.

30

No. 14. Beginning at the northwest corner of Atlantic and Elberon Avenue and extending thence west along the north line of Atlantic Avenue fifty feet, thence north and parallel with Dover Avenue one hundred and five feet, thence east and parallel with Atlantic Avenue fifty feet to the west line of

Elberon Avenue, thence south along the same one hundred and five feet to the place of beginning.

No. 15. Beginning in the east line of Elberon Avenue two hundred feet north from the northeast corner of Atlantic and Elberon Avenues and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Harrisburg Avenue twenty feet, thence west and parallel with Atlantic Avenue sixty two  
10 and five tenths feet to the east line of Elberon Avenue, thence south along the same twenty feet to the place of beginning.

No. 16. Beginning in the east line of Elberon Avenue two hundred and twenty feet north from the northeast corner of Atlantic and Elberon Avenue and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Harrisburg Avenue thirty five feet, thence west parallel with Atlantic Avenue  
20 sixty two and five tenths feet to the east line of Elberon Avenue thence south along the same thirty five feet to the place of beginning.

No. 17. Beginning in the east line of Elberon Avenue two hundred and fifty five feet north from the northeast corner of Atlantic and Elberon Avenue and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet thence north and parallel with Atlantic Avenue thirty five feet thence west and parallel with Atlantic Avenue  
30 sixty two and five tenths feet to the east line of Elberon Avenue, thence south along the same thirty five feet to the place of beginning.

No. 18. Beginning in the east line of Elberon Avenue two hundred and ninety feet north from the northeast corner of Atlantic and Elberon Avenue and extending thence east and parallel with

Atlantic Avenue sixty two and five tenths feet thence north and parallel with Harrisburg Avenue thirty five feet, thence west and parallel with Atlantic Avenue sixty two and five tenths feet to the east line of Elberon Avenue, thence south along the same thirty five feet to the place of beginning.

No. 19. Beginning in the east line of Elberon Avenue three hundred and twenty five feet north from the northeast corner of Atlantic and Elberon Avenues, and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Harrisburg Avenue thirty five feet, thence west and parallel with Atlantic Avenue sixty two and five tenths feet to the east line of Elberon Avenue, thence south along the same thirty five feet to the place of beginning. 10

No. 20. Beginning in the east line of Elberon Avenue three hundred and sixty feet north from the northeast corner of Atlantic and Elberon Avenue and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet thence north and parallel with Harrisburg Avenue thirty five feet, thence west and parallel with Atlantic Avenue, sixty two and five tenths feet to the east line of Elberon Avenue, thence south along the same thirty five feet to the place of beginning. 20

No. 21. Beginning in the East line of Elberon Avenue three hundred and ninety five feet north from the northeast corner of Atlantic and Elberon Avenue and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Harrisburg Avenue thirty five feet, thence west and parallel with Atlantic Avenue sixty two and five tenths feet to the east line of Elberon Avenue, thence south along the same thirty-five feet to the place of beginning. 30

No. 22. Beginning in the east line of Elberon Avenue four hundred and thirty feet north from the northeast corner of Atlantic and Elberon Avenue and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Harrisburg Avenue thirty five feet, thence west and parallel with Atlantic Avenue sixty two and five tenths feet to the east line of Elberon Avenue thence south along the same  
10 thirty five feet to the place of beginning.

No. 23. Beginning in the east line of Elberon Avenue four hundred and sixty five feet north from the northeast corner of Atlantic and Elberon Avenue, and extending thence east and parallel with Atlantic Avenue sixty two and five tenths feet thence north and parallel with Harrisburg Avenue thirty five feet to the south line of Ventnor Avenue thence west along the same sixty two and five tenths feet to the intersection of the south line of Ventnor Avenue  
20 with the east line of Elberon Avenue, thence south along the east line of Elberon Avenue thirty five feet to the place of beginning.

No. 24. Beginning in the west line of Harrisburg Avenue two hundred feet north from the northwest corner of Atlantic and Harrisburg Avenues, and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Harrisburg Avenue forty feet, thence east and parallel with Atlantic Avenue sixty  
30 two and five tenths feet to the west line of Harrisburg Avenue, thence south along the same forty feet to the place of beginning.

No. 25. Beginning in the West line of Harrisburg Avenue two hundred and forty feet north from the northwest corner of Atlantic and Harrisburg Avenue and extending thence west and parallel with

Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Harrisburg Avenue forty feet, thence east and parallel with Atlantic Avenue sixty two and five tenths feet to the west line of Harrisburg Avenue, thence south along the same forty feet to the place of beginning.

No. 26. Beginning in the west line of Harrisburg Avenue two hundred and eighty feet north from the northwest corner of Atlantic and Harrisburg Avenue and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Harrisburg Avenue forty feet thence east and parallel with Atlantic Avenue sixty two and five tenths feet to the west line of Harrisburg Avenue, thence south along the same forty feet to the place of beginning. 10

No. 27. Beginning in the west line of Harrisburg Avenue three hundred and sixty feet north from the northwest corner of Atlantic and Harrisburg Avenues and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Harrisburg Avenue, thirty five feet, thence east and parallel with Atlantic Avenue sixty two and five tenths feet to the west line of Harrisburg Avenue, thence *sotuth* along the same thirty five feet to the place of beginning. 20

No. 28. Beginning in the west line of Harrisburg Avenue three hundred and ninety feet north from the northwest corner of Atlantic and Harrisburg Avenues and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence north and parallel with Harrisburg Avenue thirty one feet, thence east and parallel with Atlantic Avenue sixty two and five tenths feet to the west line of Harrisburg Avenue thence south along the same thirty one feet to the place of beginning. 30

No. 29. Beginning in the west line of Harrisburg Avenue four hundred and twenty-six feet north of the northwest corner of Atlantic and Harrisburg Avenues, and extending thence west and parallel with Atlantic Avenue sixty two and five tenths feet, thence north parallel with Harrisburg Avenue thirty feet, thence east and parallel with Atlantic Avenue sixty two and five tenths feet to the west line of Harrisburg Avenue thence south along the same  
10 thirty feet to the place of beginning.

No. 30. Beginning at the northeast corner of Atlantic and Elberon Avenues and extending thence north along the east line of Elberon Avenue one hundred and five feet, thence east and parallel with Atlantic Avenue twenty five feet thence south parallel with Harrisburg Avenue one hundred and twenty-five feet to the north line of Atlantic Avenue thence west along the same twenty five feet to the place of  
20 beginning.

4. Both bond and mortgage contained an agreement that if any installment of interest should remain unpaid for thirty days after the same should fall due, or any tax assessed upon the lands herein described remain unpaid and be due and collectible at law for a period of sixty days, then the whole principal sum, with all unpaid interest should at the option of the mortgagee, its successors and assigns, become immediately due.

30 5. That since the execution, delivery and recording of the said mortgage, there has been paid on account of the principal sum of said mortgage the sum of \$12,400.00, and there has been released and discharged of and from the operation and lien of the said mortgage, a large portion of the lands

and premises in said mortgage mentioned and described.

6. That at the present time there remains due and unpaid on account of the principal sum of the said mortgage, the balance or sum of \$2600.00 and the lands and premises remaining subject to the lien and encumbrance of the said mortgage is bounded and described as follows:

Beginning at a point in the east line of Elberon Avenue at the distance of four hundred and ten feet north of the northeast corner of Atlantic and Elberon Avenue, and extending thence (1) Eastwardly and parallel with Atlantic Avenue sixty two and five tenths feet, thence (2) Northwardly and parallel with Harrisburg Avenue eighty feet, thence (3) Westwardly and parallel with Atlantic Avenue sixty two and five tenths feet to the east line of Elberon Avenue, thence (4) Southwardly, in the said Elberon Avenue, eighty feet to the place of beginning. 10 20

7. That on May 1st, 1912, Joel Mason and Mary L. Mason, his wife, did execute and deliver under their hands and seals their certain deed and conveyed to George Wenzel in fee simple the lands last above mentioned and described, which deed was duly acknowledged and on May 8th, 1912, was recorded in Book No. 48 of Deeds, page 441, in the county clerk's office at Mays Landing, N. J. That any interest George Wenzel has in said lands is subject to the lien and encumbrance of your orator's mortgage. 30

8. That George Wenzel is intermarried with one Bertha Wenzel, his present wife. That any interest Bertha Wenzel, as wife of George Wenzel, has in said lands, is subject to the mortgage of your orator.

9. On April 17, 1918, and October 17, 1917, and on April 17, 1917, respectively, one-half years interest fell due on complainant's bond and mortgage, and still remains unpaid, being for more than thirty days and no part thereof has been paid, contrary to the terms of the above mortgage, and the complainant has therefore elected for such defaults that the balance of the principal sum with all unpaid interest shall be now due.

10

10. That under the express terms and conditions of the said bond and mortgage, there now remains due to the complainant and unpaid the balance of the principal sum, to wit: \$2600.00, no part of which has been paid, together with interest thereon from April 17, 1917.

20

11. That said Joel Mason and Mary L. Mason, his wife, George Wenzel, or Bertha Wenzel, his wife, or one of them, has always been in possession of the mortgaged premises. That the complainant is without adequate remedy in the courts of law and therefore prays:

1. That Joel Mason, Mary L. Mason, George Wenzel or Bertha Wenzel, who are the defendants to this suit, may answer this bill of complaint without oath and each statement therein made.

30

2. That an account may be taken of the amount due on complainant's mortgage.

3. That the defendants, or one of them, may be decreed to pay complainant the amount so found due with interest and costs by a short day to be appointed by this Court, and that in default of such

payment, they and each of them be debarred and foreclosed of all equity of redemption in said lands, or

4. That a decree may be made for the sale of the mortgaged premises to raise and pay to the complainant, the amount so found due on its mortgage with interest and costs.

5. That a writ of subpoena may issue, commanding such defendants to answer this bill of complaint and to abide by such decree as this Court may make in the premises. 10

JOHN S. WESTCOTT,  
*Sol. of Complt.*  
U. G. STYRON,  
*Of Counsel.*

20

30

## ANSWER.

## IN CHANCERY OF NEW JERSEY.

---

Between

10	CAMDEN, ATLANTIC AND VENTNOR LAND COMPANY, <i>Complainant,</i>	}	On Bill to Foreclose. Answer.
	and		
	JOEL MASON, <i>et al.</i> , <i>Defendants.</i>		

---

Joel Mason and Mary L. Mason, George Wenzel,  
20 Bertha Wenzel, of Atlantic City, New Jersey, an-  
swering complaint, say:

1. Admit paragraph 1.
2. Admit paragraph 2, but avers that the "single tracts" of land covered by the said mortgage, which were to be released upon the payment of "\$1,000.00 per tract," were 30 in number as described and set forth in paragraph 3 of the complaint, which paragraph is also admitted.
- 30
4. Admit paragraph 4.
5. Denies paragraphs 5 and 6, and avers the fact to be that no money is due complainant under the terms of said mortgage, as the entire sum secured thereby have been fully paid and satisfied.

7. Admits paragraph 7, but denies that the interest the said George Wenzel has in the said land, is subject to the lien and encumbrance of said mortgage.

8. Admit paragraph 8 with respect to the intermarriage of George Wenzel with Bertha Wenzel, but denies that the interest of Bertha Wenzel in said lands is subject to the lien of said mortgage.

10

9. Deny paragraph 9.

10. Deny paragraph 10.

Further answering, defendants admit that the lien of said mortgage covering property of said Wenzel has not been released of record, although complainant should have done so as it has been fully paid and satisfied the amount of money which that lot, along with the others, was given as security.

20

COUNTER-CLAIM OR CROSS BILL.

Defendants, George Wenzel and Bertha Wenzel, by cross bill, aver that the complainant has received its entire principal sum of \$15,000.00 with interest, pursuant to the terms and conditions of said bond and mortgage; that it has released all other lots covered by said mortgage with the exception of the lots owned by this defendant, Wenzel, and although complainant has been requested to release defendant's lots from lien of said mortgage, it has refused to do so, notwithstanding it has received all of its money.

30

Wherefore, this defendant prays that said complainant, Camden, Atlantic and Ventnor Land Com-

pany, be ordered and compelled to cancel and release of record the lien of said mortgage covering the lots owned by this defendant, and that this defendant may have such further relief as the nature of the case may require and shall be agreeable to equity and good conscience.

And this defendant will ever pray, &c.

THOMPSON & SMATHERS,  
*Solicitors for Defendants.*

10

20

30

ORDER.

(Filed Dec. 15, 1920.)

IN CHANCERY OF NEW JERSEY.

Between		10
CAMDEN, ATLANTIC AND VENTNOR LAND COMPANY, <i>Complainant,</i>	}	On Bill to Foreclose. On Motion to Amend, etc. Order.
and		
JOEL MASON, <i>et al.,</i> <i>Defendants.</i>		

20

This matter coming before the Court upon motion of the defendants, Joel Mason and George Wenzel, for leave to file an amended answer and counter-claim and also to amend the order of reference heretofore made in the above entitled cause, and upon motion of the complainant to strike from the bill of complaint the names of Joel Mason and Mary L. Mason and dismiss them as parties defendant in said cause, and the Court having examined the proposed amended answer and counter-claim, and heard and duly considered the arguments of Bourgeois & Coulomb, of counsel with said defendants, and of U. G. Styron, of counsel with the complainant, and being of opinion that said answer and counter-claim as proposed to be amended set up no substantial defense to the case made by the bill and contain no

30

matter entitling said defendants or either of them to any relief in said cause against the complainant; that no amendment to the order of reference heretofore made in said cause is necessary or advisable, and being further of opinion that the defendants, Joel Mason and Mary L. Mason, are not necessary or proper parties to the suit and should be dismissed therefrom.

It is thereupon on this 6th day of December, A. D. 1920, on motion of said counsel with the complainant, ordered that the said motion for leave to file an amended answer and counter-claim and to amend the said order of reference made on behalf of the said defendants, Joel Mason and George Wenzel, be and the same hereby is denied with costs as against the said defendant, George Wenzel.

And it is further ordered that the said Joel Mason and Mary L. Mason be and they hereby are dismissed as parties to this suit and that no costs be taxed for or against either of them.

And it is further ordered that Lee F. Washington, the master heretofore appointed in this cause, make his report pursuant to the order of reference to him heretofore made with all convenient speed.

E. R. WALKER,  
C.

Respectfully advised:

E. B. LEAMING,

V. C.

30

A true copy.

JESSE R. SALMON,

Clerk.

TESTIMONY.

IN CHANCERY OF NEW JERSEY.

---

Between	}	
CAMDEN, ATLANTIC AND		10
VENTNOR LAND COMPANY,		
<i>Complainant,</i>		
and		On Bill, etc.
MR. GEORGE WENZEL, <i>et</i>	}	
<i>ux.,</i>		
<i>Defendants.</i>		

---

Depositions taken before me, LEE F. WASHINGTON, 20  
 Master in Chancery of New Jersey, on Tuesday, De-  
 cember thirtieth, 1919, at 9.30 A. M. at my office,  
 Guarantee Trust Building, Atlantic City, New Jer-  
 sey.

I hereby certify that in my judgment testimony  
 should have been taken stenographically, and the  
 same was so taken by a stenographer selected by  
 me, being by me first duly sworn, to faithfully and  
 truly take stenographically and reproduce in type-  
 writing the testimony given, which testimony was 30  
 taken in my immediate presence and hearing by the  
 stenographer so selected and sworn, and I believe  
 that it accurately states the evidence given.

All of which is certified.

*Master.*

COUNTY OF ATLANTIC, }  
 STATE OF NEW JERSEY, } ss.

C. W. MYROSE, of full age, being duly sworn according to law, upon his oath says: I will faithfully and truly take stenographically, and reproduce in typewriting, the testimony to be given in a certain cause now depending in the Court of Chancery of  
 10 New Jersey, in which Camden, Atlantic and Ventnor Land Company is complainant and George Wenzel, et ux., are defendants. So help me God.

Subscribed and sworn to before me this thirtieth day of December, A. D. 1920.

*Master.*

20

APPEARANCES:

JOHN S. WESTCOTT, Esq., and U. G. STYRON, Esq.,  
 for complainants.

MESSRS. THOMPSON AND SMATHERS and GEORGE A.  
 BOURGEOIS, Esq., for defendants.

30 Mr. Styron: The complainant offers in evidence a bond made by Joel Mason to the Camden, Atlantic and Ventnor Land Company, dated the seventeenth day of October, 1911, in the penal sum of thirty thousand dollars, conditioned for the payment of fifteen thousand dollars at the expiration of one year from the date thereof.

(Paper marked C1).

Mr. Styron: Complainant also offers in evidence a mortgage bearing even date with the bond, Exhibit C1, and reciting it, made by Joel Mason and Mary L., his wife, to the Camden, Atlantic and Ventnor Land Company, to secure fifteen thousand dollars at the expiration of one year from the date thereof, with interest at six per cent per annum, which mortgage was acknowledged by Joel Mason and wife on the twenty-third day of October, 1911, and was recorded on the second day of November, 1911, in the clerk's office of Atlantic County, in book No. 122 of Mortgages, page 287, etc. 10

(Paper marked Exhibit C2).

Mr. Styron: The complainant admits on the record that there has been paid on account of that bond and mortgage \$12,400 of principal and that there is now due only the sum of \$2600 with interest from April seventeenth, 1917, on that sum, and that the only land of that originally covered upon which now the complainant claims a lien by virtue thereof is a tract of land eighty feet front on Elberon Avenue by sixty-two and five-tenths feet deep, beginning four hundred and ten feet north of Atlantic Avenue. 20

#### COMPLAINANT RESTS.

---

Mr. Bourgeois: The defendant does not join in the admission made by the complainant, and if Mr. Styron wants the benefit of the admission, then we have a right to cross-examine the person who makes the admission. An admission by one side does not count. 30

The Master: So far as your clients are concerned, Mr. Bourgeois, that admission has no binding effect, except that any admissions which counsel for complainant makes may be used against his clients. He cannot bind you.

Mr. Bourgeois: He cannot admit something to prevent me from cross-examining his client.

10 The Master: He cannot.

Mr. Bourgeois: If he wants to prove that some part of this has been paid and wants to put it into the form of an admission, that is all right, but I have a right to cross-examine his client to find out if that is the amount that has been paid. He cannot preclude cross-examination on the amount due on this mortgage by admitting they have received a certain sum.

20 The Master: The bond and the mortgage I would be inclined to think and would hold, in the absence of any other proof, would be evidence that the entire amount claimed in the bond and mortgage was due; of course, the complainant being precluded by his admission from claiming any more as due than the amount which he now says is unpaid. I, of course, hold that you have a perfect right to introduce any testimony which you wish on that point and to also examine any of the other parties in interest that you want to examine.

30 Mr. Bourgeois: I think when you offer a bond and mortgage you are bound to prove the amount that is due on it.

The Master: I am inclined to think that the instrument itself is prima facie evidence that the whole amount is due and that payment is a defense which the defendant must introduce evidence to prove.

Mr. Bourgeois: My notion is that there is no proof here, and I am entitled to cross-examine the plaintiff.

10

The Master: Who do you mean?

Mr. Bourgeois: Mr. Richards.

The Master: Mr. Richards is here. You have a right to call Mr. Richards if you wish, but I hold that the production of the bond and the recorded mortgage, in the absence of any other proof, are prima facie evidence that the amount of the debt expressed in that bond is to be established as due and owing on the bond. 20

Mr. Bourgeois: I am going to ask a continuance until some later date.

(By consent of counsel the above case was continued until Friday, January ninth, 1920, at 11 A. M.)

30

Friday, January ninth, 1920, at 11 o'clock A. M., by consent of counsel the matter was continued from this date until Friday, January sixteenth, 1920, at 11 o'clock A. M.

January sixteenth, 1920. Hearing resumed at 11 o'clock A. M.

10

\_\_\_\_\_

A. K. LITTLEFIELD, stenographer, duly sworn.

\_\_\_\_\_

JOEL MASON, one of the defendants, being first duly sworn and examined, testified as follows:

Direct examination.

20

By Mr. Bourgeois:

Q Mr. Mason, I show you copy of paper marked No. 21,110, dated September twentieth, 1913, and ask you what is that?

A. That is the mortgage—this is the settlement sheet of the mortgage to Mr. Richards for \$4700.

Q. On what property?

A. That is on the corner of Elberon and Ventnor.

Q. Do you know the number of that lot?

30

A. That is the corner lot.

Q. Is it number twenty-four, do you know?

A. I don't know the number, I guess we got the number here.

Q. Was that on one of the lots mortgaged or covered by the fifteen thousand dollar mortgage?

A. Yes, sir.

Q. I notice here it reads, "Amount deposited by S. P. Richards \$4700 less five hundred dollars." Do you know anything about that five hundred dollars?

A. I don't know what he did with it. He held back \$500 on the other accounts, he said.

Q. On account of the other mortgages?

A. On account of the other mortgages.

Q. Do you know whether other mortgages or this mortgage?

A. The whole thing was one deal, the Elberon 10 Avenue was different mortgages, if he made a settlement he might hold out money on any settlement and apply it to wherever he wanted to.

Q. Have you endeavored to find out where it was applied?

A. No.

Q. Ever make any endeavor to get his books to examine them to see what he did with the moneys?

A. That was the intention to get his books to see where it was adjusted, and then Judge Smathers got it; they refused to give us the books to go over them. 20

Q. This \$500 was held out on the same property the \$15,000 mortgage covered?

A. Yes, on that same deal.

(Paper referred to offered and admitted in evidence and marked Exhibit D1.)

Q. Do you know, Mr. Mason, if commissions were 30 charged to you by the land company for making these loans, or deductions made under the name of commissions?

A. Yes, there was some.

Q. I show you a sheet that appears to be in Mr. Richards' handwriting and call your attention to "Commission two per cent, \$200."

Mr. Styron: It is objected that there be any inquiry into commissions except as relates to this particular mortgage.

Mr. Bourgeois: I have been trying for two weeks to get a copy of this bill of complaint and see what the situation is. What I want to do is to take this testimony subject to its relevancy.

10 Mr. Styron: I presume the Master has no power to rule on it anyhow, and it goes in subject to our objection of its relevancy, as having no particular application to this case.

Q. Was that commission paid by you or rather deducted from the amount of the loan?

A. Yes, that was deducted.

Q. In other words, you did not get it?

A. No.

20

Mr. Styron: Our objection is general to everything in this line.

Q. This appears to have been deducted from a ten thousand dollar loan at Elberon and Atlantic Avenues and the date of it is February eleventh, 1913; is that correct?

A. That is correct.

30 Q. Was that \$10,000 mortgage on this same property?

A. Yes, sir, on these three lots.

Q. I show you another paper that appears to be in Mr. Richards' handwriting under date of September the eighth, 1914, and it says, "Mortgage \$6,000, commission \$120," was that commission deducted from the amount of moneys that you received on that mortgage?

Mr. Styron: Same general objection.

A. Yes.

Q. And was that mortgage on this same land?

A. That was on that same section, they were all in the same section.

Q. I show you another statement on the letter-head of S. Bartram Richards, apparently in Mr. Richards' handwriting, dated April seventeenth, 1913, which says, "Commission on \$10,000," and then written in pencil, "Elberon and Atlantic \$200." Do you know if that is the same \$200 that was in the other statement or a different one? 10

A. I think this one on Dover Avenue, \$10,000.

Q. Was that \$200 deducted from the amount of the mortgage?

A. Yes, \$10,000, \$200 was taken out and \$70 I think for \$3500.

Q. Then another item of \$70 was taken off?

A. \$3500, that was on Trenton. 20

Q. I show you another statement that is marked in some other case D3 for identification, Mason, dated September fifteenth, 1914, in lead pencil, and appears to be in Mr. Richards' handwriting, in which there is an entry, "Commission on \$6000, \$120," is that the same or a different loan?

A. I don't know.

Q. You don't know?

A. No.

Q. And that was deducted pursuant to that statement, according to that statement? 30

A. According to the statement is all I know about that.

Q. You don't know whether that is the same \$6000—did you have more than one \$6000 mortgage?

A. I think we had two.

Cross-examination.

By Mr. Styron:

Q. Mr. Mason, did you personally make any application to Mr. Richards for leave to examine his books?

A. No, not personally, I had several times been to Mr. Richards for the last three or four years—

10 Q. When was it that you were there?

A. I would like to change that answer that you said there, before I went into bankruptcy, for a couple of years, pressing Mr. Richards, and told him it was a mistake in the amount in Elberon Avenue, and we would go over the books together, and he said we will go on with it.

Q. You can make your explanation.

A. And he said he wouldn't foreclose on those mortgages, in bankruptcy, and right after I went  
20 in, he started to foreclose with all four of them, we had to get a chance to go over the books and straighten it up, and I never got any chance.

Q. You never got any chance?

A. No.

Q. Is that what you call his refusal to examine his books?

A. After the thing had started—

Q. Is that what you call his refusal to permit you

A. He refused to Mr. Smathers.

30 Q. How do you know that?

A. So Judge said. I was there when he called Mr. Westcott up.

Q. Mr. Smathers told you that?

A. Yes.

Q. Now, do any of these mortgages or any of these commissions to which you have testified relate

to the property you have described in the bill of complaint, that is, the Wentzel property?

A. No.

Q. They don't relate to that?

A. No.

By the Master:

Q. Mr. Mason, do any of those items that you referred to relate to any of the other tracts described in the mortgage that has been offered in evidence? 10

A. To the other—

Q. Any of the other tracts included in the \$15,000 mortgage?

A. Do these mortgages—

Mr. Bourgeois: Those commissions you mean, do those refer to all this one section?

Q. Do they refer to any of the other tracts other than the particular tract now in the foreclosure but included within the property described in the \$15,000 mortgage? 20

A. Well, you see, the whole thing was from Trenton Avenue to Dover, and Elberon, now I think the Trenton Avenue mortgages was then some transferred back to Harrisburg Avenue.

Mr. Westcott: Let him read the descriptions and see whether or not you mean the \$15,000 mortgage. 30

The Master: The \$15,000 mortgage, yes.

A. The \$15,000 mortgage only covered between Harrisburg and Dover and Elberon Avenue.

Q. So that the items that you have referred to

as the commissions did not include any of the lots included in that \$15,000 mortgage?

A. The same lots too; there were two mortgages.

Q. They did include the same lots?

A. They did include the same lots, understand that, when we would borrow money we practically borrow it over the top of where the \$15,000 mortgage would bind, when we would get a release, practically would have to get two releases, one mentioning each mortgage and each lot.

By Mr. Styron:

Q. The commissions you say that have been deducted or were deducted have no relation to the mortgage now being foreclosed?

A. Not to the fifteen thousand dollars.

Q. Now, is it not true that you and Mr. Richards on a number of occasions went over your accounts and determined the amount to be due?

A. I never had a statement of this mortgage in my life, and never could get one.

Q. I am asking you whether or not it is true that on a number of occasions you and Mr. Richards went over your accounts and determined between you the amount that was due?

A. No, sir.

Q. That is not true?

A. No, sir. He would make out a statement like that to send me, but we never went over the books, never saw his books.

Q. I show you a paper under date of December eighteenth, 1913, and I ask you if that is your signature to that paper?

A. Yes, sir; I believe.

Q. I show you what purports to be a promissory

note under date of January twenty-ninth, 1915, and ask you if that is your signature to that?

A. How much is it? How much is the note made for?

Q. Look at it, sir, five hundred dollars; is that your signature?

A. Yes, sir.

Q. I show you another paper under date of January twenty-ninth, 1915, I show you what purports to be your signature at the bottom, and ask you if that is your signature? 10

A. Yes, sir.

Q. I show you a promissory note, or what purports to be such, under date of March fourth, 1912, and point out your name at the bottom and I ask you if that is your signature?

A. Yes.

Q. Another paper under date of March fourteenth, 1912, and point out your name at the bottom and I ask you if that is your signature? 20

A. Yes.

Q. Another promissory note under date of March twenty-seventh, 1914, and point out your name and ask you if that is your signature?

A. Yes, sir.

Q. Another paper under date of March twenty-seventh, 1914, and show you the name of Joel Mason and Mary L. Mason and ask you if that is your signature and the signature of your wife?

A. Yes, sir. 30

(Seven papers just referred to marked C3 for identification.)

Mr. Bourgeois: I offer in evidence a release of part of mortgaged premises, bearing date twenty-

ninth day of November, 1911, releasing one of the lots from this \$15,000 mortgage; the \$15,000 mortgage is recorded in book 122, page 287, all these releases do not mention the amount, but they do mention the place of record, so they are identified by that rather than by the numbers; the consideration is one thousand dollars, covers the southeast corner of Dover and Ventnor Avenues.

10 (Paper referred to admitted in evidence and marked Exhibit D2.)

Mr. Bourgeois: There was a release to Mason dated October ninth, 1914—I am reading from a search by the West Jersey Title Company. It is number five on the search—dated October ninth, 1914, recorded book 21, page 98, consideration one dollar, releasing from the operation of the mortgage, recorded book 122, page 287.

20

Mr. Styron: That is a matter of record. I don't know as we have any objection except to its relevancy.

Mr. Bourgeois: We offer in evidence a certified copy of a release from the Camden and Atlantic Land Company to Mason, bearing date the eighteenth day of November, 1912, releasing a lot of land from this \$15,000 mortgage, in consideration  
30 of five hundred dollars, beginning in the easterly line of Ventnor Avenue 395 feet northerly of the northerly line of Atlantic, thence eastwardly sixty-two and a half by northwardly thirty-five.

(Paper referred to admitted in evidence and marked Exhibit D3.)

Mr. Bourgeois: Offer release bearing date twenty-fifth of February, 1913, consideration five hundred dollars, begins in the easterly line of Ventnor Avenue, 255 northerly of Atlantic, then eastwardly sixty-two and a half, by northwardly twenty feet.

(Release referred to admitted in evidence and marked Exhibit D4.)

Mr. Bourgeois: Release dated January twenty-ninth, 1912, from the same mortgage, consideration \$3,000, releasing three lots of land, one beginning westerly line of Harrisburg 240 feet northerly of Atlantic, thence northwardly 40 feet by westwardly sixty-two and a half. The next beginning westerly line of Harrisburg 395 northerly of Atlantic, thence northwardly thirty-one feet, by westerly sixty-two and a half. The other beginning easterly line of Dover Avenue 180 feet northerly, thence northwardly thirty-five feet by sixty-two and a half. 20

Mr. Styron: Mr. Bourgeois, are you making those offers to show releases from the mortgages or payments on account of the mortgage?

Mr. Bourgeois: Payments on account of the mortgage.

(Releases referred to admitted in evidence and marked Exhibit D5.) 30

Mr. Bourgeois: Release dated ninth of September, 1913, consideration one dollar, beginning in the westerly line of Elberon 460 feet northerly of Atlantic, thence westerly sixty-two and a half feet, northwardly forty.

(Release referred to admitted in evidence and marked Exhibit D6.)

Mr. Bourgeois: Release dated fifteenth day of May, 1912, consideration one dollar, beginning westerly line of Elberon Avenue 430 feet northwardly of Atlantic, westwardly sixty-two and a half feet, by northwardly thirty.

- 10 (Release referred to admitted in evidence and marked Exhibit D7.)

Mr. Bourgeois: Release bearing date twenty-fifth day of February, 1913, consideration five hundred dollars, beginning westerly line of Elberon Avenue 395 feet northerly of Atlantic, westwardly sixty-two and a half feet, northwardly forty.

- 20 (Release referred to admitted in evidence and marked Exhibit D8.)

Mr. Bourgeois: Certified copy of release dated January second, 1913, consideration \$400, beginning westerly line of Elberon 250 feet northwardly from the northerly line of Atlantic, extending westwardly sixty-two and a half, northwardly thirty.

(Release admitted in evidence and marked Exhibit D9.)

- 30 Mr. Bourgeois: Release dated March sixteenth, 1912, consideration five hundred dollars, beginning westerly line of Elberon, 215 feet northerly of Atlantic, thence westwardly sixty-two and a half by northwardly thirty-five.

(Release referred to admitted in evidence and marked Exhibit D10.)

Mr. Bourgeois: Certified copy of release dated August twenty-third, 1912, consideration six hundred and twenty-five dollars, beginning westerly line of Elberon Avenue, 180 feet northerly of Atlantic, then westwardly sixty-two and a half by northerly thirty-five feet.

(Release admitted in evidence and marked Exhibit D11.)

Mr. Bourgeois: Release dated August twenty-third, 1912, consideration six hundred and twenty-five dollars, beginning westerly line of Elberon Avenue, 145 feet northwardly from the northerly line of Atlantic, thence westwardly sixty-two and a half, thence northwardly thirty-five.

10

(Release referred to admitted in evidence and marked Exhibit D12.)

Mr. Bourgeois: Certified copy of release dated April eighth, 1915, consideration one dollar, beginning in the westerly line of Elberon Avenue, 105 northerly from Atlantic, thence northerly forty feet, westwardly parallel with Atlantic sixty-two and a half.

20

(Release referred to admitted in evidence and marked Exhibit D13.)

Mr. Bourgeois: Release dated December twenty-seventh, 1911, consideration five hundred dollars, beginning northwest corner Elberon and Atlantic, westwardly sixty-five by northerly a hundred and five.

30

(Release referred to admitted in evidence and marked Exhibit D14.)

Mr. Bourgeois: Release dated August twenty-third, 1912, consideration six hundred and twenty-five dollars, beginning easterly line of Elberon Avenue, 200 feet northerly of Atlantic, thence eastwardly sixty-two and a half, by northwardly thirty-five.

(Release referred to admitted in evidence and marked Exhibit D15.)

10

Mr. Bourgeois: Release dated August twenty-third, 1912, consideration six hundred and twenty-five dollars, beginning easterly line of Elberon Avenue two hundred and thirty-five feet northerly of Atlantic, thence eastwardly sixty-two and a half by northwardly thirty-five.

(Release referred to admitted in evidence and marked Exhibit D16.)

20

Mr. Bourgeois: Release dated October seventh, 1912, consideration one thousand dollars, beginning in the easterly line of Elberon Avenue 270 feet northerly of Atlantic, eastwardly sixty-two and a half by northwardly thirty-five.

(Release referred to admitted in evidence and marked Exhibit D17.)

30 Mr. Bourgeois: Release dated April twenty-ninth, 1912, consideration one thousand dollars, beginning in the easterly line of Elberon Avenue 305 feet northerly of Atlantic, eastwardly sixty-two and a half by northwardly thirty-five.

(Release referred to admitted in evidence and marked Exhibit D18.)

Mr. Bourgeois: Release dated April twenty-ninth, 1912, consideration one dollar, beginning easterly line of Elberon Avenue, 375 feet northerly of Atlantic, and thence eastwardly sixty-two and a half by northwardly thirty-five.

(Release admitted in evidence and marked Exhibit D19.)

Mr. Bourgeois: Certified copy of release dated 10 December seventh, 1912, consideration one dollar, beginning in the southeast corner Elberon and Ventnor, eastwardly along Ventnor sixty-two and a half feet, southwardly ten feet.

(Release admitted in evidence and marked Exhibit D20.)

Mr. Bourgeois: Certified copy of release dated May twenty-sixth, 1912, consideration one thousand 20 dollars, beginning in the westerly line of Harrisburg 200 feet northwardly from the northerly line of Atlantic Avenue, then westwardly sixty-two and a half by northwardly forty.

(Release admitted in evidence and marked Exhibit D21.)

Mr. Bourgeois: Certified copy of release dated November twentieth, 1912, consideration one dol- 30 lar, beginning westerly line of Harrisburg, 280 feet northerly of Atlantic, westwardly sixty-two and a half by northwardly forty.

(Release admitted in evidence and marked Exhibit D22.)

Mr. Bourgeois: Release dated November eighth, 1912, consideration five hundred dollars, beginning westerly line of Harrisburg, 360 feet northerly from Atlantic, thence westwardly sixty-two and a half, by northerly thirty-five.

(Release admitted in evidence and marked Exhibit D23.)

- 10 Mr. Bourgeois: Release dated December fifth, 1914, consideration one dollar, beginning in the westerly line of Harrisburg, 44 feet south of Ventnor, thence westwardly sixty-two and a half by southwardly thirty.

(Release admitted in evidence and marked Exhibit D24.)

- 20 Mr. Bourgeois: Release dated January twenty-sixth, 1913, consideration three thousand dollars, beginning northeast corner of Atlantic and Elberon, and extending northerly forty-five feet by eastwardly seventy-five feet.

(Release admitted in evidence and marked Exhibit D25.)

- 30 Mr. Bourgeois: Release dated January twenty-seventh, 1913, consideration three thousand dollars, beginning in the easterly line of Elberon Avenue at a point 45 feet northerly of the northerly line of Atlantic, thence eastwardly seventy-five feet by northerly thirty-five.

(Release admitted in evidence and marked Exhibit D26.)

Mr. Bourgeois: Release dated March twenty-sixth, 1913, consideration one dollar, beginning in the easterly line of Elberon Avenue at a point eighty feet northerly of Atlantic, thence eastwardly seventy-five feet by northerly forty-two feet.

(Release admitted in evidence and marked Exhibit D27.)

By Mr. Styron:

10

Q. Mr. Mason, these releases were procured at times that you had sold lots from these particular tracts, weren't they?

A. Yes, sir.

Q. And for that purpose?

A. Yes, sir.

Q. And you carried on quite an extensive building operation down there and other places?

A. Yes, sir.

20

Q. Now, did you keep any accounts of your transactions during the time that your building activities were in progress?

A. I didn't keep any account with these.

Q. Did you have any account?

A. With this case we don't have an account in the books of these mortgages at all.

Q. Did you keep any books that purported to cover your business operations?

A. The building business, not these mortgages, didn't have any account of that.

30

Q. Who kept those books?

A. Mr. Richards.

Q. Who kept your books?

A. Mr. Jenkins.

Q. Byron Jenkins?

A. Yes.

Q. And who else?

A. Well, Byron, I guess, kept most of this account.

Q. Who kept any part of the books of account?

A. Well, I had a fellow by the name of Seiner, I guess we had started there first and then a man by the name of Bowers went over the books, but they were only accountants.

10 Q. Where are those books at the present time?

A. Well, they are down in the office, of what, the trustee, or was ——

Q. What office?

A. My office.

Q. Are the books that Mr. Jenkins kept down in your office?

A. Yes, I think they are, except, I don't know whether they took out some there, the company or something took them out, I don't know, I guess  
20 they are all there, were returned there.

Q. Are the books that Mr. Seiner kept down in your office?

A. Yes, sir.

Q. Were the books that Mr. Bowers examined in your office?

A. Yes, sir.

Q. Will you produce those books?

A. Yes, the keys are there, it is a job I will tell you, if you can explain them—I can't.

30

Further testimony adjourned until a later date.

Further hearing held on Thursday, the twenty-ninth day of January, 1920, at 2 o'clock in the afternoon.

---

PRESENT: JOHN S. WESTCOTT, ESQ., U. G. STYRON, ESQ., and GEORGE A. BOURGEOIS, ESQ.

10

---

S. BERTRAM RICHARDS, a witness produced on behalf of the defendants, being first duly sworn and examined, testified as follows:

Direct examination.

By Mr. Bourgeois:

Q. Mr. Richards, the first mortgage that was given on this property, as I understand, was the \$15,000 mortgage?

20

A. Yes, sir.

Q. Will you show us how the moneys on that \$15,000 mortgage were paid, how the consideration was paid?

A. That was paid by three checks, one six thousand, five thousand, and a two thousand.

Q. Another check of two thousand?

A. Another check of two thousand.

30

Q. Will you give me those dates, please? The six thousand was what?

A. The six thousand was October twenty-sixth, 1911. The five thousand was October sixteenth, 1911, and the two thousand was October twenty-sixth, 1911, and the balance of two thousand was

paid by delivery of mortgages on lots two and three, block 107A, a thousand dollars each.

Q. That meant the releases, I suppose?

A. Yes, that meant the releases.

Q. Mortgage releases on lots what?

A. Lots two and three in block 107A.

Q. Where is block 107A?

A. Washington Avenue, or Swarthmore. Down there.

10 Q. Now, Mr. Richards, I think there was a commission paid of \$300 on account of that loan, the securing of it, was there not?

A. Not at all, no.

Q. I show you a check to your order bearing date November eighth, 1911, and ask you if this wasn't a commission on that loan. Let me show you, if you want to, to refresh your memory. Of course, that isn't your handwriting, but there is the stuff.

20 A. That looks like it, but I have no recollection of it. I don't know what that applied to at all.

Mr. Bourgeois: I will ask that the check be marked.

Mr. Styron: I am objecting to any testimony relating to commissions on the ground that it is incompetent and immaterial.

30 Mr. Bourgeois: There is a lot of this that will be incompetent and immaterial unless it is straightened up afterwards.

(Check marked D28 for identification.)

(Stub marked D29 for identification.)

The Witness: The mortgage was October, 1911.

Q. Yes, I know. This is later than the mortgage. You admit, of course, receiving the money on the check?

A. Oh, yes, I have no doubt it has been deposited by me. I haven't my personal check book here, so I can't tell what it was for.

Q. I don't know, either. I am just trying to find out.

A. I don't know. It might have been an exchange of checks.

10

Q. Now, Mr. Richards, calling your attention to the various releases from this \$15,000 mortgage, I call your attention to the release dated April eighth, 1915, which recites that the consideration is one dollar, and ask you if there was not in fact five hundred dollars paid on account of that release at that time?

A. I didn't make any record of the mortgage accounts of the dollar releases.

Q. No, but see if there wasn't a five hundred dollar payment? 20

A. No, there was no release of record in my books of that date on that mortgage.

Q. Now, for the purpose of aiding in arriving at the answer to this, let me take up with you the mortgage for ten thousand dollars that is dated February seventeenth, 1913. Will you tell me how that was paid off, please?

A. That was paid on May twenty-third, there was a release of two lots, and houses, seven thousand dollars, and on August fourth the balance was paid of three thousand dollars. 30

Q. This is on August thirteenth.

A. That was the whole ten thousand.

Q. I know, but there was some interest there. Didn't you have a settlement and on August thirteenth didn't you receive \$199 interest?

A. Yes.

Q. And \$500 from settlement number 2383, releasing from the \$15,000 mortgage?

A. I see the interest, \$199.

Q. I am going to show what purports to be a copy of the settlement sheet. I am not vouching this is, but I assume it is. Mr. Casselman gave it to me the other day.

10 A. Yes, there was five hundred dollars paid on the twenty-third. I have got it in my book here as the eleventh.

Q. Thirteenth, isn't it?

A. Thirteenth, probably. I have got it in my book as of the eleventh, \$500 was paid.

Q. Now, how was the consideration money of the mortgage dated February seventeenth, 1913, paid?

A. Ten thousand dollars?

Q. Yes.

A. That is the one I just explained to you.

20 Q. No, you told me how it was repaid, but how were the moneys paid by you to Mr. Mason?

A. February twenty-eighth, \$3800.

Q. By check?

A. By check. Well, I presume by check.

Q. \$3800?

A. \$3800.

Q. What is the date of that, please?

30 A. February twenty-eighth. I don't say it is by check until I look that up. If you want me to answer that now——

Q. Yes, we may as well look it up now and we won't have to go back to it again.

A. One check for \$3300 and one check for five hundred.

Q. Is that the thirty-eight hundred?

A. That is the thirty-eight hundred.

Q. One check for thirty-three hundred?

A. Yes.

Q. What date is that?

A. That is a check drawn to the order of John W. Hackney.

Q. What is the date of it?

A. February twenty-eighth.

Q. The other is five hundred?

A. The other is five hundred.

Q. What is the date of that?

10

A. February twenty-eighth.

Q. That makes seventy-six hundred?

A. I have only given you one thirty-eight hundred so far. Do you want the rest of the payments?

Q. Yes, the whole payment.

A. March sixth, five hundred.

Q. Mr. Richards, I misunderstood. The thirty-three hundred and the five hundred made up the thirty-eight hundred?

A. Yes.

20

Q. I had that wrong. I thought it was another check?

A. No.

Q. That was February what?

A. Twenty-eighth.

Q. Yes. Then March sixth, five hundred?

A. March sixth, five hundred; March twelfth, one thousand; March nineteenth, one thousand; March twenty-fifth, a hundred and twenty-five dollars; March twenty-seventh, one thousand dollars; that wasn't paid—the check was \$780, and the interest was added, \$220, making the thousand.

30

Q. Does that make the amount?

A. One thousand.

Q. But that doesn't complete the ten thousand?

A. One thousand. On April fourth, twelve hun-

dred; April eleventh, twelve hundred; April seventeenth, a hundred and seventy-five.

Q. Does that complete it?

A. That completes it.

Q. Now, the item of \$220 interest, does that include a commission?

A. No.

Q. Well, there was a commission paid, wasn't there, on that one, of \$200?

10 A. I think there was a commission paid on that loan. I am not sure of it now. I can tell by looking at the book if you want to know.

Q. Yes, I want to know.

A. Can you guide me as to the date of that commission?

Q. All I have here is February seventeenth, 1913, \$200, and \$83 interest.

A. Yes, \$200 commission paid February eleventh, 1913. No, that doesn't apply to that mortgage,  
20 either.

Q. The other one was October eleventh, I think, the other two hundred dollar check.

A. October the same year?

Q. No, 1912. One was October eleventh, 1912, and the other was February seventeenth, 1913.

A. October, 1912, I don't see.

Q. There were two mortgages, one dated February seventeenth, 1913, and the other October eleventh, 1913.

30 A. I don't know when the commissions were paid, you know. They were sometimes taken out of the settlement, you know, if they were paid at all.

Q. I think you had February eleventh, didn't you, that you thought it was paid?

A. February eleventh there was a commission paid on the other ten thousand dollar mortgage. That isn't this mortgage.

Q. Is that the mortgage bearing date February thirteenth?

A. That is the mortgage bearing date October eleventh, 1912.

Q. I was going to ask you about that one, also. I have the mortgage of October eleventh, 1912, that was \$10,000, wasn't it?

A. Yes.

Q. Now I want to go to that for the time being, because I want to get these straightened out, if I 10 can. How was the consideration of that mortgage paid?

A. That was paid two checks of October eleventh, 1912, one for two thousand and one for twenty-eight hundred, and November twenty-ninth there was one check for one thousand and one check for five hundred.

Mr. Styron: The same date?

20

A. No, the thousand was November twenty-first and the five hundred was November twenty-ninth and a credit on account of the fifteen thousand dollar mortgage for release of five hundred dollars for lot three and five hundred for lot thirty-nine.

Q. What date was that?

A. This settlement?

Q. Yes, when the credit was given on those two lots?

A. November twenty-first five hundred and No- 30  
vember twenty-sixth, for five hundred. Now December eighth, 1912, there was \$1175 paid, six hundred and seventy-five interest and five hundred dollars for releasing lot thirty-seven. January third, 1913, three hundred dollars.

Q. How was that paid?

A. Check. February eleventh, 1913, there was \$725 paid.

Q. How was that paid?

A. Interest on the \$3500 mortgage, which was another mortgage, \$105, commission \$200.

Q. Interest on \$3500 mortgage?

A. Yes.

Q. \$105?

A. \$105.

10 Q. Now wait. Then there was a commission of two hundred?

A. Commission of two hundred.

Q. That made four hundred and twenty dollars.

A. And a check for four hundred and twenty, making seven hundred and twenty-five.

Q. Does that cover the whole of it?

A. That makes more. That makes \$10,500.

Q. And there is only ten thousand? First I have three thousand.

20 A. Yes, a three thousand and a twenty-eight hundred.

Q. Then one thousand on November twenty-first?

A. Yes.

Q. Five hundred on November twenty-ninth?

A. Yes.

Q. On November twenty-first, release, five hundred?

A. Yes, five hundred on lot thirty and five hundred on lot thirty-nine.

30 Q. And thirty-seven, five hundred?

A. Yes.

Q. And six hundred and seventy-five dollars for interest?

A. Six hundred and seventy-five for interest and five hundred for release of thirty-seven.

Q. Then check for three hundred?

A. Yes.

Q. Commission two hundred, interest a hundred and five?

A. Yes.

Q. And check for four hundred and twenty?

A. Yes.

Q. There is a five hundred you haven't got in here?

A. Then it doesn't apply to this mortgage.

Q. The release of lot thirty-nine seems to be the one you haven't got. What have you got there? See what that says.

A. There is lot thirty-seven.

Q. I have got that, and you seem to have that here, eleven hundred and seventy-five.

A. There is lot thirty-nine.

Q. And lot thirty. That one, Mr. Richards, you don't seem to have in here. At least, it seems so to me. You have got the fifteen hundred. That is the thousand and five hundred. Then you have got the releases for lot number three, five hundred. Then the next you have got is release for lot thirty-seven, and six hundred and seventy-five dollars interest, eleven hundred and seventy-five. One of those you haven't got in here.

A. Then it doesn't belong in there. We don't claim to have paid him more than ten thousand on that mortgage. It may develop in a shortage in some other mortgage as we go along.

Q. Well, that may be so. That is the reason we are going over them all. You see, Mr. Richards, you have the commission in this ten thousand dollar mortgage. Now, the two hundred dollar commission which you found under date of February eleventh, 1913, that applied to the other mortgage of ten thousand dollars. No doubt about that, is there? You see, the commission is in this one.

A. What is the date of that one?

Q. The date of the mortgage is February seventeenth.

A. 1913?

Q. Yes, but you have the receipt of the commission on February the eleventh.

A. There it is. This mortgage is number 222, the one we are now discussing, and I have the commission under mortgage 222, so that is this mort-

10 gage.

Q. You wouldn't charge two commissions on one?

A. No.

Q. What I have in mind is that the commission appears to have been deducted from the \$10,000 mortgage dated October eleventh, 1912, on the—you have got it the eleventh of February, 1913?

A. Yes. That is where the commission comes off.

Q. Haven't you also a commission of \$200 on the mortgage of February seventeenth, 1913?

20 A. Can you give me any idea when it was paid? You see, it was taken out of settlements at various times when it was paid.

Mr. Styron: It must have been between February seventeenth, 1913, and April seventeenth, 1913, because all the transactions, apparently, occurred between those two dates.

30 Q. I can't tell you, Mr. Richards, because I haven't any date of it here. All I have is Dover Avenue, commission on \$10,000, \$200, and there is no date in there except the date of the mortgage.

Mr. Westcott: If you will take that mortgage, the vouchers will show the same as they did on this one.

Mr. Bourgeois: We did take that one, but that did not show.

The Witness: What evidence have you that there was a commission paid on it?

Q. That is the trouble, I have nothing except Mr. Mason's books show it and I haven't got the books here. I have only got a memorandum from those books.

A. I should say, so far as I can see from our account, there was no commission paid on that mortgage. I can't find that there was. 10

Q. Well, I can't help you very much.

A. I am willing to find it if you will guide me to it.

Q. I can't help you very much because I haven't the dates here. Now, let us take the next mortgage. That is the mortgage of \$3500, dated April seventeenth, 1913. How were the consideration moneys paid there?

A. That is the Jackson mortgage, isn't it? July sixth, 1912, is that the one you mean? 20

Q. Well, I have here 1913. April seventeenth, 1912, is it?

A. Yes. That is the mortgage called Jackson and Mason, \$3500, by check.

Q. Check for how much?

A. Thirty-five hundred.

Q. What was the date?

A. July fifth, 1912.

Q. Wasn't there a commission on that?

A. No. Now, I don't think there was. 30

Q. Of \$70?

A. I won't say sure.

Q. Won't you look that up? I can't help you except to give you the date of the mortgage, but I think there was a commission there of \$70.

A. No, I should say there wasn't. I don't see

any. I don't believe there was any commission paid on that.

Q. Now, the next mortgage is Trenton and Ventnor Avenue, April third, 1916, it is dated here.

A. What is the amount of that, Mr. Bourgeois?

Q. It is given here as four thousand. I don't know whether it is four thousand or five thousand.

A. Yes, four thousand.

Q. April third, nineteen hundred and what is that?

10 A. 1916.

Q. Now, how was that consideration money paid?

A. That was paid—it was a complicated thing. Four thousand of that was—there was four thousand transferred from the New Street mortgage.

Mr. Styron: That is only four thousand originally. I understand.

20 A. It seems to have been a mortgage of four thousand dollars. Want the checks?

Q. Yes.

A. January twenty-ninth, 1916, five hundred; February sixth, 1916, seven hundred and fifty; February seventh, 1916, five hundred; February thirteenth two hundred and fifty; February twenty-fifth, five hundred; March fourteenth two hundred and fifty; March twenty-ninth three hundred and fifty; April first four hundred and fifty; April fourth four hundred and fifty.

30 Q. Is that all of that?

A. That is all for the four thousand. I think that makes up four thousand.

Q. Mr. Richards, wasn't there a commission also charged on that four thousand of \$80?

A. I don't know whether there was. There ought to have been, whether there was or not. I am per-

fectly willing to explain the reason for these commissions. I don't know. I don't think so.

Q. Mr. Mason's ledger account shows that a commission was paid on April third, 1916, of \$80 on this loan and interest on it \$27.75.

A. There is a charge of interest here, \$27.25.

Q. No, \$27.75.

A. I don't see any payment of the interest.

Q. Now, Mr. Richards, can you tell me how these two mortgages were released, how they were paid? 10  
They have both been paid off. How were they released?

A. The four thousand dollars was paid April fifteenth, 1916. Let me verify that with the cash book now. Yes, April fourteenth, 1916, four thousand was paid. Fourteenth or fifteenth. I have got both dates here.

Q. And the other?

A. Which is that?

Q. The thirty-five hundred dollar one. 20

A. The thirty-five hundred dollars was then transferred over to this mortgage. It wasn't paid off. There is a release of forty-seven and one-half feet that the thirty-five hundred dollars and a six hundred dollar balance on another mortgage were transferred, making forty-one hundred dollars balance still due.

Q. How was that? I don't understand that.

A. It is complicated. That mortgage must have been drawn for more than four thousand, wasn't it? 30

Q. No, thirty-five hundred was the amount of the first mortgage and four thousand the other one.

A. There was a thirty-five hundred dollar mortgage and a six hundred dollar mortgage paid off together, making forty-one hundred dollars on Trenton and Ventnor Avenue on May sixth, 1916.

Q. You gave me a payment of four thousand on April fourteenth, 1916.

A. That was four thousand. Now, you asked me how the thirty-five hundred was paid off?

Q. Yes.

A. The thirty-five hundred was paid on May sixth, 1916.

Q. And how was that paid? How much was paid?

10 A. Well, as I say, there was also a six hundred dollar balance taken over from another mortgage, making forty-one hundred dollars, and the payment made at that time was forty-one hundred dollars.

Q. Aren't you mistaken about that? I don't quite understand that. Mr. Mason placed a mortgage for Samuel Jackson, from him to Katherine Arata, for sixty-five hundred dollars, and in the settlement of that mortgage on May fifth is this item, "Camden, Atlantic and Ventnor Land Company for cancellation of two mortgages, 128365 and 5524, for amount due  
20 S. B. Richards, \$4500." Is that what you have got?

A. \$4100. There is that twenty-seven interest you spoke of.

Q. Is forty-one all that you have there? I want your books.

A. Forty-one is all there is. There might have been interest included in that.

Q. The next mortgage is one for six thousand dollars bearing date February twelfth, 1914?

A. Yes.

30 Q. How was the consideration of that mortgage paid? That is the Harrisburg Avenue.

A. That was paid by \$1415.90. There was a note, a thousand dollar note, \$215.90 interest, and commission \$200.

Q. What is the date of that note?

A. I haven't it.

Q. Interest how much?

A. Interest \$215.90.

Q. Now, what else?

A. \$200 commission.

Q. Now, that \$200 commission must have been on some other.

A. That was must have been on that \$10,000 mortgage.

Q. That made \$1415.90. Now, the next after that. What was the date of that? December something? 10

A. December—the voucher is dated December nineteenth, 1913. Then there is a check for \$1895.

Q. What date is that?

A. That is dated February twentieth, 1914. Then \$105 interest on the \$3500 mortgage, making \$2000. A check March twenty-seventh, 1914, \$300, and interest one hundred. A check on May thirteenth, 1914, \$275. A check May first, 1914, \$500. A check April twenty-first, 1914, \$500. Check April seventeenth, 1914, \$350 and interest \$131.60. September 20 fifteenth, 1914, adjustment of interest, \$107.50, and commission a hundred and twenty.

Q. Does that finish it?

A. That finishes it.

Q. Now, Mr. Richards, how was that mortgage satisfied?

A. There was a release December third, 1914, for a thousand dollars. A payment on account December fifth of \$500. Release on December eleventh for a thousand dollars. February twenty-sixth, two thousand 30 dollars.

Q. Is that a release or was that cash?

A. No, he cancelled and a new mortgage for \$1500 was given. That must have been a release.

Q. This was a new mortgage given for fifteen hundred, was it?

A. No, it couldn't have been, because it is carried over here \$4500 balance still due. That was two thousand there and then on April seventh, 1916, there was \$900 paid, balance, balance of nine hundred, I don't know how it was paid now, and transferred to mortgage 254 of the balance of six hundred. That is the balance of six hundred that comes with the forty-one hundred before.

10 Q. What mortgage is that? How is that mortgage designated? Was that a new mortgage?

A. No, that was the four thousand dollar mortgage.

Q. Transferred to four thousand dollar mortgage?

A. Yes.

Q. Four thousand or thirty-five hundred, which?

A. The thirty-five hundred. And the six hundred were taken over, making that forty-one hundred.

20 Q. Then it was transferred to the thirty-five hundred dollar mortgage, I guess. Now, how was the ten thousand dollar mortgage of October eleventh, 1912, paid?

A. That was paid by release January thirty-first, 1913, three thousand dollars; February tenth, 1913, three thousand dollars; April fourth, 1913, four thousand.

Q. They are all releases?

A. The two first were releases and the second was a cancellation of the mortgage.

30 Q. That was cash, then?

A. Yes.

Q. Now, the other ten thousand dollar mortgage of February seventeenth, 1913?

A. I gave you that. Seven thousand in one payment and three thousand in another. You took that down.

Q. I didn't get that. There was a release?

A. Seven thousand.

Q. That was two payments of thirty-five hundred each, wasn't it? Two releases, there, wasn't it?

A. I have only got it as an entry of seven thousand dollars.

Q. What was the date of that?

A. That is May twenty-third, 1913.

Q. It is the three thousand dollars?

A. The three thousand was August fourth. 10

Q. All right. Now that takes all down to the fifteen thousand dollar mortgage. The fifteen thousand dollar mortgage, Mr. Richards. That was dated October twentieth, 1911?

A. October seventeenth, 1911. You mean as to the releases?

Q. Yes, cash payments and releases. Whatever has been received.

A. There was a release November twenty-ninth, 1911, one thousand dollars. January thirty-first, 1912, five hundred dollars. February third, 1912, one thousand. February third another one thousand. March nineteenth, five hundred. May third one thousand. August thirty-first, twenty-five hundred. October ninth, one thousand. November twenty-first, five hundred. November twenty-sixth five hundred. December eighth, five hundred. January thirteenth, 1913, four hundred. March tenth, 1913, five hundred. August eleventh, five hundred. September sixteenth, one thousand. 20 30

Q. You have November twenty-first, five hundred?

A. Yes.

Q. Is that the release that is dated here November eighteenth, 1912? I have a release here dated November eighteenth.

A. I couldn't tell you, Mr. Bourgeois, about that.

Q. It is book 122, page 287.

A. November twenty-first was for lot thirty-nine.

Q. Do you know what lot thirty-nine is?

A. No, I do not.

Q. This is Exhibit Number D23. I show you check dated September eleventh, 1911, for \$480 which says interest on the check and on the stub, it says interest in full. Do you know if that was in full up to that time?

10 A. "Joel Mason, six months, interest on \$16,000 to 8/28/1911." That is the credit.

Q. I was asking if you know whether that was in full up to that date?

A. It paid up to that date, 8/28/1911.

Q. Up to that date it was square, was it?

A. Yes.

Q. I show you a check dated November twenty-ninth, 1911, for a thousand dollars and ask you if you can tell me what that was for from Joel Mason to Camden, Atlantic and Ventnor Land Company?

20 A. Release of lot one. Dover and Ventnor Avenue, one thousand dollars.

Q. Was that the one for which the note was given? You know there was a note for a thousand dollars.

A. Oh, no; that was more recent.

Q. That note was paid?

A. No. That note was charged in a mortgage.

Q. Well, paid by charging it in a mortgage?

A. Yes.

30 Q. Here is a check bearing date January thirty-first, 1912, from Joel Mason to you, for \$508.66, and on the stub it says release lot 23 and interest to Jackson. Have you that?

A. There is lot 23, five hundred dollars, and interest \$8.66. Is that right?

Q. That is right. Now check February second, 1912, from Mason to S. B. Richards for two thousand

dollars for releases. What releases were they, what lots did they release?

A. Released lots nine and forty, two thousand dollars.

Q. Where were nine and forty? Were they in this tract?

A. Yes, February third, lot nine and lot forty in that tract.

By Mr. Westcott:

10

Q. In what tract?

A. The Elberon Avenue tract.

Q. What mortgage?

A. Fifteen thousand dollar mortgage.

By Mr. Bourgeois:

Q. Now, I have a check here of March eighteenth, 1912, for \$890 from Mason to you which says, "for 20  
release and interest," and the stub mentions 250 feet north of Atlantic Avenue, five hundred dollars, interest three hundred and ninety. Can you tell me——

A. Six months, interest on thirteen thousand to second month twenty-eighth, 1912, three hundred and ninety dollars, and on account of mortgage 216 release lot 19, five hundred dollars.

(Check of September eleventh, 1911, for \$480 30  
marked D30 for identification. Check of November twenty-ninth, 1911, for \$1000, marked D31 for identification. Check of January thirty-first, 1912, \$508.66 marked D32 for identification. Check February second, 1912, for \$2000, marked D33 for identification. Check March eighteenth, 1912, for \$890, marked D34 for identification.)

Monday, January 10, 1921.

Hearing continued pursuant to adjournment.

---

JOEL MASON, the defendant herein, being duly sworn and examined, testifies as follows:

10 Direct examination.

By Mr. Bourgeois:

Q. Mr. Mason, do you remember a settlement made in the West Jersey Land Company for property forty-four feet south on Ventnor Avenue?

A. Yes.

20 Q. Will you tell me whether or not there was any money paid at that time on account of the mortgage of fifteen thousand dollars?

A. Yes.

Q. How much was it?

A. Five hundred dollars.

The Master: When you speak of the mortgage of fifteen thousand dollars, you mean the mortgage or the foreclosure?

30 Mr. Bourgeois: Book 122, page 287.

Q. Where was that settlement—

A. In the West Jersey Title Company.

Q. I notice the release given at that time mentions one dollar and other considerations?

A. Yes, sir.

Q. Have you recently seen the cancelled check?

A. Yes, Mr. Robbins showed it to me.

Q. Whose check paid it?

A. The West Jersey Title Company.

Q. Have you made efforts to secure that check?

A. No. He said if I needed the check in evidence—if this (indicating) was not enough—we could have it.

Q. Did you just go down to get it?

A. Yes; I just went down and they said they had 10 sent the books to Camden to have them audited.

Q. Did they say how soon they would be down?

A. No.

Q. I call your attention to another settlement made on April tenth, nineteen hundred and fifteen, wherein there was a mortgage given——

The Master: Just a minute, Mr. Bourgeois. To keep the record straight, do you want to offer that as an exhibit? 20

Mr. Bourgeois: It is offered. I have a copy of the settlement certificate. I could offer the copy of that. I have not got the original, but that will be of some value, Mr. Styron.

I will offer this settlement sheet, which Mr. Mason has just testified to, No. 22574, and is pinned to Exhibit D24; the settlement sheet bearing date December fourth, nineteen hundred and fourteen, and I will ask that it be marked "DA." 30

(The said document was offered and admitted in evidence, and marked Exhibit DA.)

By Mr. Bourgeois:

Q. Now, Mr. Mason, again referring to settlement

made on April tenth, nineteen hundred and fifteen, where there had been five thousand dollars borrowed on 48 South Elberon Avenue, was that settlement made through the West Jersey Title Company?

A. Yes.

Q. Will you tell me whether or not at the time of that settlement there was any payment made on account of the mortgage recorded in book 122, at page 287?

10 A. Book 122, page 287, yes. The release was for five hundred dollars, given to Mr. Richards.

Q. That was paid at that time?

A. Yes.

Q. That was dated April eighth, and was for a consideration of one dollar and other considerations?

A. Yes.

Q. The release is marked Exhibit D13?

A. Yes.

20 Mr. Bourgeois: I will offer a copy of the settlement sheet in evidence and ask that it be marked Exhibit "DB."

The Master: To whom was that paid?

Mr. Bourgeois: He testified it was to Mr. S. B. Richards.

The Witness: They made the checks sometimes  
30 to Mr. Richards and sometime to the Camden, Atlantic and Ventnor Land Company.

By Mr. Bourgeois:

Q. This one (indicating) is to Mr. Richards?

A. (No answer.)

Mr. Bourgeois: And the other is the Camden, Atlantic and Ventnor Land Company.

The Master: As I understand it the checks paid through Mr. Robbins will show to whom those payments were made.

Mr. Bourgeois: Yes.

(The said document was offered and admitted in evidence, and marked Exhibit "DB.") 10

By Mr. Bourgeois:

Q. Did you have any personal indebtedness to Mr. S. B. Richards?

A. That was paid on account of this release and the release brought there. Sometimes we had three or four releases brought and left, and if Mr. Richards went away then instructions were left with Mr. Robbins as to what to do, and this was done here. 20

Q. This five hundred dollar payment mentioned, on April tenth, was to pay for the release D13?

A. Yes.

Q. Where the consideration mentioned is "one dollar"?

A. Yes.

Q. And that is the same with the five hundred dollars on December fourth?

A. Yes.

Q. To pay for the release marked D24? 30

A. Yes.

Mr. Styron: Opposing counsel, declares he has no cross-examination to make of this witness.

(And the further proceedings in this cause were adjourned until Friday, January 14, 1921, at 10.00 o'clock in the forenoon.)

Friday, January 14, 1921.

Hearing continued pursuant to adjournment.

---

FREDERICK C. ROBBINS, being duly sworn and examined, deposes and says:

10

Direct examination.

By Mr. Bourgeois:

Q. Mr. Robbins, you are an officer in the West Jersey Title and Guarantee Company?

A. Yes, sir.

Q. What is your position?

A. Assistant treasurer; manager, Atlantic City  
20 office.

Q. Do you make settlements of transfers of property in your office?

A. Yes, sir.

Q. Did you make a mortgage settlement in which Joel Mason and Camden, Atlantic and Ventnor Land Company were interested, on the tenth of April, nineteen hundred and fifteen?

A. Yes, sir.

30 Q. Will you state whether or not there were certain monies deducted from the settlement on account of the release of a certain mortgage recorded, I think, in book 232?

A. I cannot tell you the book and page now. We paid a check to the order of S. Barker Richards, on April tenth, nineteen hundred and fifteen, for five hundred dollars—

Q. And how was that check endorsed——

A. —under our application No. 22863. The reason I refer to that is that it will give the full details.

Mr. Bourgeois: We offer that in evidence.

The Master: Was that not offered in evidence?

The Witness: Yes.

10

By Mr. Bourgeois:

Q. How was that check endorsed? I show you copy of the settlement in evidence——

A. The check was endorsed——

Q. How?

A. “For deposit: The Camden, Atlantic and Ventnor Land Company; S. Barker Richards, Treasurer.”

Q. Was the check paid?

20

A. Yes, sir.

Q. Referring to Exhibit “DB” which is a copy of application 22863, will you tell what that five hundred dollars was for?

A. Amount paid to S. Barker Richards for releases from mortgage, book 182, page 287.

Mr. Bourgeois: We will offer the check in evidence.

30

Q. Do you want to keep that or will you let Mr. Washington have it?

A. If I can get it back.

The Master: Yes, I will see that you get it back.

The Witness: All right; just so I get it back.

(The said check was offered and admitted in evidence, and marked Exhibit P1.)

By Mr. Bourgeois:

Q. I show you Exhibit "DA," copy of application 22574, and call your attention to an amount of five hundred dollars, and ask you what that five hundred dollars is for?

10 A. That is a release from a mortgage in the records at book 122, page 287—five hundred dollars.

Q. Have you the check which paid the five hundred dollars?

A. Yes, No. 15996.

Q. And it is dated and reads how?

A. Dated December fourth, nineteen hundred and fourteen.

Q. Payable to——

20 A. The Camden, Atlantic & Ventnor Land Company. It is endorsed "For deposit; Camden, Atlantic and Ventnor Land Company; S. Barker Richards, Treasurer."

Q. Both of these checks appear to have been made payable to you?

A. All the checks were made payable to me, so as to save the signatures of two officers.

Q. And then you would——

A. They were made out payable to the Camden, Atlantic and Ventnor Land Company?

30 Q. Was that check paid?

A. That check was paid.

Mr. Bourgeois: I will offer that in evidence.

The Master: Let it be admitted.

(The said check was offered and admitted in evidence, and marked Exhibit P2.)

The Witness: I might add that these checks were endorsed for me by Mr. Russell L. Brown, in the office, attorney for me. Whenever we were rushed with business, we both signed.

By Mr. Bourgeois:

Q. And the bank honored them?

A. Yes, they were honored at the bank.

Cross-examination.

10

By Mr. Styron:

Q. Was a release given in that instance, or cannot you recall?

A. I assume so, but I cannot tell that without looking up the records for that.

Q. Mr. Robbins, the writing on these checks that you have offered is that they applied on account of a mortgage recorded in book 182, page 287?

20

A. 182, page 287, yes, sir.

Q. You have no personal knowledge beyond the notation on that, as to what appropriation was made of that money?

A. By whom?

Q. Mr. Richards?

A. No. We paid it—the title company paid it on account of a release from a particular mortgage.

Q. And that notation was made by whom? In whose handwriting?

30

A. I do not know, without getting the original paper.

Q. I thought you had the original checks?

A. I have the original checks—

Q. Is the notation on the checks or the settlement sheets?

A. On the settlement sheet.

Q. That was made in your office?

A. Yes, sir.

By the Master:

Q. Mr. Robbins, can you tell whether both of those settlements were made by you, or whether they were made by Mr. Brown, or whether one was made by  
10 you and one by Mr. Brown—

A. I will have to look at the original papers.

The Master: We had better have the original papers, had we not, Mr. Bourgeois?

Mr. Bourgeois: Maybe. May I ask Mr. Robbins another question?

Re-direct examination.

20

By Mr. Bourgeois:

Q. These releases were presented by the Camden, Atlantic and Ventnor Land Company, or some one for them? Who would be the person who would present the release to you?

A. I think in every case I would call the release of the Camden, Atlantic and Ventnor Land Company. We did business with Mr. Richards. Some-  
30 times Mr. Richards left the papers and they came to us from Mr. Westcott.

Q. When left with you what instructions would be given to you?

A. The amount C. O. D. with interest, or the amount before we recorded the releases. I will have to look to see whether we recorded the releases or not.

Q. Then you would deduct the amount from the settlement?

A. From the funds in our hands to make settlement with, pay to the Camden, Atlantic and Ventnor Land Company the amount they said was due for releases, releasing some particular piece of property from a particular mortgage.

By Mr. Styron:

10

Q. The Camden, Atlantic and Ventnor Land Company left a great many releases which were settled in this same way?

A. Yes.

Q. Quite a number of transactions with your company?

A. Yes, sir.

By Mr. Bourgeois:

20

Q. I show you a release bearing date the fifth day of December—it is either the fifth of November, or the fifth of December—I don't know which—but on it is marked "Charged West Jersey Title and Guaranty Company," and the settlement certificate is dated December fourth. Was that release recorded by you?

A. Yes, sir. It was sent for record by us.

Q. How would it come about; that would be dated on the fifth, and not acknowledged until the seventh, 30 when that settlement sheet would be for the fourth. Can you tell when the check was paid?

A. That could very easily happen. We could make up our statement, and have word from Mr. Richards in advance of what he would furnish a release for, and the check would not be delivered until

the release was handed to us by Mr. Richards. It might come a month after.

Mr. Bourgeois: I want to read these endorsements into the record. The first is: "Pay to the order of any bank or banker, all prior endorsements guaranteed, December eighth, nineteen hundred and fourteen, Ventnor City National Bank, 55-147, Ventnor City; Robert Bartlett"—I cannot see what the other  
10 part is.

The next endorsement is: "Pay to the order of any bank or Trust Company, endorsements guaranteed, December ninth, Marine Trust Company, 55-145, Atlantic City, N. J. Joseph A. McNamee, secretary and treasurer." Stamped through the face of the check are the words and figures, "Paid, 12/9/14".

The check of April fourth, nineteen hundred and fifteen is endorsed as follows: "Pay to the order  
20 of any bank or banker, all prior endorsements guaranteed, April thirteenth, nineteen hundred and fifteen, Ventnor City National Bank, 55-147, Ventnor City, N. J., Robert W. Bartlett, cashier."

And the other endorsement: "Pay to the order of any bank or banker, or Trust Company, prior endorsements guaranteed, April fourteenth, nineteen hundred and fifteen, Marine Trust Company, 55-145, Atlantic City, N. J. Ernest A. Lord, secretary, treasurer," and stamped through the face of the  
30 check, by perforation, "Paid 4/14/15".

Mr. Bourgeois: I think that is all.

Re-cross examination.

By Mr. Styron:

Q. Mr. Robbins, tell me, were those releases delivered to you already drawn, or were they drawn by you, or under your direction?

A. They were not drawn by us. They were delivered to us for recording.

Q. And did you verify the correctness of the references to the book and page of record of the mortgage they purported—

A. We are always supposed to.

Q. Did you?

A. I don't know, without looking up the papers to see whether that is covered or not.

(And the further proceedings in this cause were adjourned until January 21, 1921, at 11.00 A. M.)

20

30

Further hearing held January 21, 1921, at 11 A. M.

S. BARTRAM RICHARDS, recalled.

Direct examination.

10 By Mr. Westcott:

Mr. Westcott: We desire to offer in evidence papers which were marked C3 for identification. I now desire to offer them separately. Note bearing date Atlantic City, January twenty-ninth, 1915, five hundred dollars, signed by Joel Mason, payable on demand, payable to the order of Camden, Atlantic and Ventnor Land Company. I offer an agreement bearing date January twenty-ninth, 1915,  
20 signed by Joel Mason. They belong together. They are offered as one exhibit.

Mr. Bourgeois: That is objected to on the ground that it is not relevant against the defendant in this suit.

Mr. Westcott: It is proposed to show in connection with that that one of the checks of the West Jersey Title Company offered in evidence and marked either Exhibit D1 or D2 by the defendant  
30 at the last examination was given in payment of the note now offered.

The Master: I will admit the exhibits in evidence.

(Papers marked Exhibit C10.)

Mr. Westcott: I desire to offer in evidence a note with agreement signed by Joel Mason for the sum of one thousand dollars, dated March fourth, 1912, payable to the Camden, Atlantic and Ventnor Land Company. The paper speaks for itself, that certain releases offered in evidence in which the consideration of three releases is set forth as one thousand dollars each, that the true consideration paid was two thousand dollars.

10

Mr. Bourgeois: That is objected to on the ground that it is not relevant as against the defendant in this suit.

The Master: I admit the papers in evidence.

(Papers marked Exhibit C11.)

Mr. Westcott: I desire to offer in evidence an agreement bearing date, Atlantic City, New Jersey, 20 December nineteenth, 1913, to the Camden, Atlantic and Ventnor Land Company, signed by Joel Mason.

Mr. Bourgeois: That is objected to for a like reason.

The Master: I admit it.

(Paper marked Exhibit C12.)

30

Mr. Styron: Let the record show that C10, C11 and C12 are five of the seven papers referred to as Exhibit C3 for identification.

Q. Mr. Richards, I show you check bearing date December fourth, 1914, of the West Jersey Title and Guarantee Company payable to the order of

F. C. Robbins and endorsed payable to Camden, Atlantic and Ventnor Land Company and endorsed by the Camden, Atlantic and Ventnor Land Company through yourself as treasurer for deposit in the Ventnor Bank, which is marked D2, and ask you whether or not, in the settlement that was made about that time, in which a release was given by your company in consideration of one dollar, whether that check was given for that purpose or  
10 intended to have been applied on account of the mortgage in question in this case.

A. There is an entry here —

Q. Answer my question.

A. I am looking to verify. It didn't apply to that mortgage.

Q. Was it paid or intended to have been paid and applied to it?

A. No.

Q. For what was it paid?

20 A. It was credited on account of a six thousand dollar mortgage.

Q. By the direction and understanding of Mr. Mason?

A. Yes.

Q. I show you check bearing date April tenth, 1915, of the West Jersey Title Company, payable to F. C. Robbins, for the sum of five hundred dollars, and endorsed payable to the order of S. Bartram Richards, and bears the endorsement of S. Bartram  
30 Richards for deposit to the credit of the Camden, Atlantic and Ventnor Land Company, and I ask you whether or not it was paid to you and received as a consideration for a release executed and delivered about that time from the mortgage in question, or to what was it applied and was it under the direction of Mr. Mason?

A. It was a loan on a demand note, for which we gave him a check on January twenty-ninth, 1915.

Q. Is that the check?

A. That is the check.

Q. And was that any part of the mortgage in question?

A. No.

Mr. Westcott: That is the check marked Exhibit D1. 10

The Court: The witness was shown check of Camden, Atlantic and Ventnor Land Company dated January twenty-ninth, 1915, drawn to the order of Joel Mason for \$500.

Q. And is that in payment of the note of \$500 offered in evidence bearing date January twenty-ninth, 1915? 20

A. That was in payment of that note.

Mr. Westcott: The note and check are one and the same transaction. I offer the check in evidence.

Mr. Bourgeois: That is objected to for the same reasons I have objected before, that it is not relevant as against the defendant in this suit.

(Check marked Exhibit C13.)

30

Q. Mr. Richards, there was offered in evidence here two releases of mortgage, as I have it here, marked Exhibits D25 and D26, each of which releases set forth a consideration of the payment of \$3000 and released from a mortgage recorded in

book 122 of Mortgages, page 287, and the description therein set forth in Exhibit D25 is as follows: "Beginning at the northeast corner of Atlantic and Elberon Avenues and extending thence (1) northwardly in and along the easterly line of Elberon Avenue forty-five feet; thence (2) eastwardly and parallel with Atlantic Avenue seventy-five feet; thence (3) northwardly and parallel with Elberon Avenue forty-five feet to the northerly line of Atlantic Avenue; and westwardly in and along the said northerly line of Atlantic Avenue seventy-five feet to the place of beginning." Did the mortgage in question describe the lands described in that release?

A. No.

Mr. Bourgeois: What is that?

Q. Does the description in the mortgage on the lands in question in the foreclosure describe the properties described in this release?

Mr. Bourgeois: That is objected to.

The Master: The mortgage will speak for itself.

Q. Was there in truth \$3000 paid for the release marked Exhibit D25?

Mr. Bourgeois: That is objected to. The release speaks for itself.

The Master: I will admit it.

(Question repeated.)

A. There was \$3000.

Q. For that release?

A. For a payment on account of a mortgage, \$10,000 mortgage.

Mr. Bourgeois: I object to that. You cannot contradict or vary that written instrument by oral testimony.

The Master: I will permit the question.

Q. And that \$10,000 mortgage did cover the premises described in the release D25? 10

Mr. Bourgeois: That is objected to because the record speaks for itself.

The Master: The question is overruled. The paper speaks for itself.

Q. I show you release marked D26, which describes, "Beginning in the easterly line of Elberon Avenue, forty-five feet northwardly from the northerly line of Atlantic Avenue, and extending thence (1) eastwardly parallel with Atlantic Avenue seventy-five feet; thence northwardly parallel with Elberon Avenue thirty-five feet; thence westwardly parallel with Atlantic Avenue seventy-five feet to the easterly line of Elberon Avenue; thence (4) southwardly in and along the easterly line of Elberon Avenue thirty-five to the place of beginning," and ask you whether or not in that release— or was there paid to you for that release \$3,000 to release mortgage in record book 122, page 287? 20 30

Mr. Bourgeois: That is objected to because the record speaks for itself and he cannot answer that

question, if he should answer it in the negative, without contradicting the record as the question is put.

The Master: I will permit the question.

A. The release was paid on account of the \$10,000 mortgage, \$3,000.

10 Mr. Westcott: I might say at this time we ordered a certified copy of a mortgage which I desire to offer in evidence later. I have not got the certified copy. It is a mortgage which covers this property which is set forth in these releases.

Mr. Bourgeois: The same property, you mean?

Mr. Westcott: The proposition is this, Mr. Master: subsequent to the execution of the \$15,000  
20 mortgage there was an additional loan of \$10,000 that was made. The \$10,000 mortgage between the same parties described the property beginning at the northeast corner of Atlantic and Elberon Avenues and running thence (1) northwardly and in the easterly line of Elberon Avenue a hundred and five feet; eastwardly and parallel with Atlantic Avenue, seventy-five feet; southwardly and parallel with Elberon Avenue a hundred and five feet to  
30 Atlantic Avenue seventy-five feet. In the drawing of the release, which was done under the direction of Mr. Mason, there was an error in the description, which was corrected by two subsequent releases which are in consideration of one dollar, and which I have certified copies here and offered in evidence. I further propose to prove that the pay-

ment of the \$10,000 was made and the mortgage cancelled by the application of this \$6,000 mentioned in these two releases.

Q. Subsequent to the execution and the delivery of these two releases marked D25 and D26, Mr. Richards, were you requested by Mr. Mason to execute further releases of mortgage describing the same lands as described in the releases D25 and D26?

10

A. I was.

Q. And did you execute those releases?

A. Yes.

Q. Was there any consideration that was paid for those two releases?

A. No.

Mr. Westcott: I now offer in evidence a certified copy of release of mortgage bearing date January twenty-ninth, 1913, from the Camden, Atlantic and Ventnor Land Company, to Joel Mason, releasing from the operation of a mortgage recorded in book 131, page 354, certain lands therein described.

20

Mr. Bourgeois: I object to that because it is irrelevant.

The Master: For what purpose is that offered?

Mr. Westcott: It is to correct an error or to clarify the record in the matter of a consideration which was paid as claimed by the defendant under releases D25 and D26 as the payment consideration being applicable to and applied on account of the mortgage of \$15,000 where in truth it was an error and should have been applied to mortgage recorded in book 131, page 354 of \$10,000.

30

The Master: Are there recitals in the two exhibits which you offer which establish that?

Mr. Westcott: It is established by the facts as set forth in the releases. The descriptions of the property in the mortgage releases, D25 and D26, release 50 feet by 95 feet, as I recall it without referring to it, of land that was not described in the \$15,000 mortgage at all.

10

The Master: Well, before that offer is pressed, would it not be just as well to find out from your witness how it was that that second set of releases that you are now discussing were executed?

Mr. Westcott: I asked if he did subsequently, at the request of Mr. Mason, execute two releases for the correction of the error that had occurred in the instrument set forth in the releases, D25 and D26.

20

Mr. Bourgeois: Well, let them go in and we will argue it out when it comes before you.

(Releases marked Exhibits C14 and C15.)

Q. As I understand, Mr. Richards, you executed these two releases just offered at the request of Mr. Mason?

A. Yes.

30 Q. What reason did he give you at the time why they were executed?

Mr. Bourgeois: That is objected to as irrelevant and immaterial.

(Question allowed.)

A. My recollection is that the mortgage called for in the original releases was not the mortgage intended to be released.

Q. Have you here your books of accounts between the complainant and Mr. Mason showing several mortgages?

A. Yes.

Q. Under the date on or about the twenty-ninth day of January when there was paid to you \$6,000 for releases referred to, to what mortgage were they applied? 10

Mr. Bourgeois: That is objected to as irrelevant.

The Master: I will permit the question.

A. They were applied to a ten thousand dollar mortgage.

Q. Which is the mortgage referred to as recorded in book 131 of mortgages, page 354? 20

A. Yes. Yes, \$10,000 at the corner of Elberon and Atlantic.

Q. What other payments were made on that \$10,000 mortgage?

A. On February tenth, 1913, there was \$3,000 paid.

Q. Was there six thousand paid in January?

A. Three thousand in January and three thousand in February.

The Master: In other words, the six thousand dollars was not made in one payment? 30

A. No.

Q. And what was the next payment?

A. The next payment was April fourth, 1913, when the \$4000 balance of the mortgage was paid.

Q. And that constituted the entire payment received and credited on the ten thousand dollar mortgage?

A. Yes.

Q. And upon the receipt of the three thousand dollars in January, the three thousand in February and the four thousand in April, the mortgage was surrendered and cancelled?

A. Yes.

10 Q. After the date of the delivery of the releases, D25 and D26, Mr. Richards, were there other releases asked of you and executed by you to or for Mr. Mason from this mortgage, the fifteen thousand dollar mortgage?

A. What date?

Q. February, 1913.

A. Yes, there were other releases obtained.

Q. On the fifteen thousand dollar mortgage?

A. Yes.

20 Q. And moneys paid for releases by Mr. Mason?

A. Yes.

---

JOEL MASON, recalled.

By Mr. Bourgeois:

30 Q. Mr. Mason, since the making of this \$15,000 mortgage have you been adjudged a bankrupt?

A. Yes, sir.

Q. About when?

A. About two years ago.

Q. Have you since been discharged from bankruptcy?

A. Yes, I have been discharged.

Mr. Westcott: I also offer these certified copies of releases Exhibits D25 and D26.

(Papers marked Exhibits C16 and C17.)

Mr. Westcott: I offer certificate of foreclosure search.

Mr. Bourgeois: I object to it because it is wholly irrelevant.

10

The Master: I assume that all you are offering it for is to prove that the amount that was paid for this search was \$39.85 and that the search was ordered for the purpose of this foreclosure?

Mr. Westcott: Yes.

The Master: Beyond that you are not offering it for anything else?

20

Mr. Westcott: No.

The Master: I will admit it for that purpose.

(Paper marked Exhibit C18.)

Mr. Westcott: With the Master's permission, as soon as we receive the certified copy of the mortgage recorded in book 131, unless Mr. Bourgeois will agree to it that that mortgage did cover and had a consideration of ten thousand and was cancelled and so forth —

30

Mr. Bourgeois: I cannot agree to it because I do not know.

Mr. Westcott: We rest with the understanding that we offer the certified copy of the records from Mays Landing.

Mr. Bourgeois: I am willing you shall do that.

TESTIMONY CLOSED.

10

EXHIBIT NO. 2.

THIS INDENTURE, Made the twenty-ninth day of November in the year of our Lord one thousand nine hundred and eleven BETWEEN Camden Atlantic and Ventnor Land Company, a corporation under and by virtue of the laws of the State of New Jersey

20 AND Joel Mason, of the City of Ventnor City, in the County of Atlantic and State of New Jersey of the Second Part:

30 WHEREAS, Joel Mason and wife by an Indenture of Mortgage, dated the Seventeenth day of October in the year of our Lord one thousand nine hundred and eleven for the consideration therein mentioned, and to secure the payment of the money therein specified, did convey certain lands and tenements, of which the lands hereinafter described are part, unto Camden Atlantic and Ventnor Land Company, which said mortgage is of record in the Clerks Office of Atlantic Co. at May's Landing, N. J., in Book No. 122 of Mortgages, P 287, &c.

AND WHEREAS, the said party of the first part, at the request of the said party of the second part have agreed to give up and surrender the lands hereinafter described unto the said party of the second part, and to hold and retain the residue of the

mortgaged lands as security for the money remaining due on the said Mortgage:

NOW THIS INDENTURE WITNESSETH, That the said party of the first part, in pursuance of the said agreement and in consideration of one thousand Dollars, to it duly paid at the time of the en-  
sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, released, quit-claimed and set over, and by these presents do grant, release, quit-claim and set over 10  
unto the said party of the second part all that part of the said mortgaged lands hereinafter particularly described, situate, lying and being in the City of Atlantic City in the County of Atlantic and State of New Jersey, bounded and described as follows:—  
Beginning at the Southeast corner of Dover and Ventnor avenues and running thence (1) Southwardly and along the Easterly side of Dover avenue forty feet; thence (2) Eastwardly and parallel with Ventnor avenue sixty-two and five tenths feet; 20  
thence (3) Northwardly and parallel with Dover avenue forty feet to the South line of Ventnor avenue; thence (4) Westwardly and in said line of Ventnor avenue sixty two and five tenths feet to the place of beginning.

TOGETHER with the hereditaments and appurtenances thereto belonging; and all the right, title, and interest of the said party of the first part, of, in and to the same, to the intent that the lands hereby conveyed may be discharged from the said mortgage, and that the rest of the lands in the said mortgage specified may remain to the said party of the first part its successors and assigns as heretofore. 30

TO HAVE AND TO HOLD the lands and premises, hereby released and conveyed, to the said party of the second part, his heirs and Assigns, to him their

only proper use, benefit and behoof forever, free, clear and discharged of and from all lien and claim under and by virtue of the Indenture of Mortgage aforesaid.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused its corporate seal and these presents to be signed by its President, attested by its Secretary, the day and year first above written.

10 Signed, Sealed and  
delivered in the  
presence of By (Corporate  
Attest: Rich. H. Reeve, Seal).  
S. Bartram Richards, Vice President.  
Secretary.

State of New Jersey }  
Atlantic County } ss.

20 BE IT REMEMBERED, that on this twelfth day  
of December, in the year of our Lord one thousand  
nine hundred and eleven before me a Master of the  
Court of Chancery of New Jersey personally ap-  
peared S. Bartram Richards, who being by me duly  
sworn, on his oath saith, that he is the Secretary  
of Camden, Atlantic & Ventnor Land Company, the  
grantor within named, and that Rich. H. Reeve is  
the Vice President; that deponent knows the com-  
mon or corporate seal of said grantor, and that the  
seal annexed to the within Deed or Conveyance is  
30 such common or corporate seal; that the said Deed  
or Conveyance was signed by the said President and  
the seal of said grantor affixed thereto in the pres-  
ence of deponent; that said Deed or Conveyance was  
signed, sealed and delivered as and for the voluntary  
act and deed of said grantor for the uses and pur-  
poses therein expressed, pursuant to a resolution of  
the Board of Directors of said grantor; and at the

execution thereof this deponent subscribed his name thereto as witness.

S. Bartram Richards.

Sworn and subscribed the day and year aforesaid.

J. S. Westcott,  
M. C. C. of N. J.

Received in the Clerk's Office of the County of Atlantic on the 1st day of Feb., A. D., 1912, at 9:00 o'clock in the forenoon, and recorded in Book No. 18, Release of Mortgage for said county, on pages 127, &c. Samuel Kirby, Clerk. 10

EXHIBIT NO. 3.

Dated: Nov. 18, 1912.

Description: Release of Mortgaged Premises—Camden, Atlantic & Ventnor Land Company to Joel Mason. 20

Date: October 17th, 1911.

Release for consideration of \$500.—Lands described in Mortgage to Camden, Atlantic & Ventnor Land Company, recorded in Book 122 of Mortgages, Page 287.

BEGINNING in the Easterly line of Dover Avenue at a point distant three hundred ninety-five feet Northwardly from the Northerly line of Atlantic Avenue and extending thence (1st) Eastwardly parallel with Atlantic Avenue sixty-two and one-half feet; thence (2nd) Northwardly parallel with Dover Avenue thirty-five feet; thence (3rd) Westwardly parallel with Atlantic Avenue sixty-two and one-half feet to the Easterly line of Dover Avenue; thence (4th) Southwardly in and along the said Easterly line of Dover Avenue thirty-five feet to the place of beginning. 30

## EXHIBIT NO. 4.

Dated: February 25, 1913.

Description: Release of Mortgaged Premises—  
Camden, Atlantic & Ventnor Land  
Company to Joel Mason.

Date: October 17th, 1911.

10 Release for consideration of \$500.—Lands described  
in Mortgage to Camden, Atlantic & Ventnor Land  
Company, recorded in Book 122 of Mortgages, Page  
287.

20 BEGINNING in the Easterly line of Dover Ave-  
nue at a point distant Two Hundred fifty-five feet  
Northwardly from the Northerly line of Atlantic  
Avenue, and extending thence (1st) Eastwardly,  
parallel with Atlantic Avenue, Sixty-two and one-  
half feet; thence (2nd) Northwardly, parallel with  
Dover Avenue, Twenty feet; thence (3rd) West-  
wardly, parallel with Atlantic Avenue, Sixty-two  
and one-half feet to the Easterly line of Dover Ave-  
nue; thence (4th) Southwardly, in and along the  
said Easterly line of Dover Avenue, Twenty feet to  
the place of beginning.

## EXHIBIT NO. 5.

30 Dated: January 29, 1912.

Description: Release Part of Mortgaged Premises  
—Camden, Atlantic and Ventnor Land  
Company to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$3000—Lands described  
in Mortgage to Camden, Atlantic and Ventnor Land

Company, recorded in Book 122 of Mortgages, page 287, &c.

BEGINNING at a point in the westerly line of Harrisburg Avenue at the distance of two hundred and forty (240) feet Northwardly of the Northerly line of Atlantic avenue and running thence (1) Northward—and in the Westerly line of Harrisburg avenue forty (40) feet; thence (2) Westwardly and parallel with Atlantic avenue sixty two feet and six (62.6) inches; thence (3) Southwardly and parallel 10 with Harrisburg avenue forty (40) feet; thence (4) Eastwardly and parallel with Atlantic avenue to Harrisburg avenue the place of beginning.

Also BEGINNING in the Westerly line of Harrisburg avenue at the distance of three hundred and ninety five (395) feet Northwardly of the Northerly line of Atlantic avenue and running thence (1) Northwardly and in the Westerly line of Harrisburg avenue thirty one (31) feet; thence (2) Westwardly and parallel with Atlantic avenue sixty two 20 feet and six (62.6) inches; thence (3) Southwardly and parallel with Harrisburg avenue thirty one (31) feet; thence (4) Eastwardly and parallel with Atlantic avenue sixty two feet and six (62.6) inches to Harrisburg avenue the place of beginning.

Also BEGINNING at a point in the Easterly line of Dover avenue at the distance of one hundred and eighty (180) feet Northwardly from the Northerly line of Atlantic avenue and running thence (1) Northwardly and in the East line of Dover avenue 30 thirty five (35) feet; thence (2) Eastwardly and parallel with Atlantic avenue sixty two feet and six (62.6) inches; thence (3) Southwardly and parallel with Dover avenue thirty five (35) feet; thence (4) Westwardly and parallel with Atlantic avenue sixty two feet and six (62.6) inches to Dover avenue the place of beginning.

## EXHIBIT NO. 6.

Dated: September 9, 1913.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Joel Mason.

Date: October 17th, 1911.

10 Release for consideration of \$1.00—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book 122 of Mortgages, Page 287.

BEGINNING in the Westerly line of Elberon Avenue at a point distant Four hundred sixty feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Westwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet; thence (2nd) Northwardly, parallel with Elberon Avenue, Forty feet to the Southerly line of  
20 Ventnor Avenue; thence (3rd) Eastwardly, in and along the said Southerly line of Ventnor Avenue, Sixty-two and one-half feet; to the Westerly line of Elberon Avenue; thence (4th) Southwardly, in and along the said Westerly line of Elberon Avenue, Forty feet to the place of Beginning.

## EXHIBIT NO. 7.

30

Dated: May 15th, 1912.

Description: Release Part of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Annie S. Ortendahl.

Date: October 17th, 1911.

Release for consideration of \$1.00—Lands described in Mortgage to Camden, Atlantic and Ventnor Land

Company, recorded in Book 122 of Mortgages, Page 287, &c.

BEGINNING in the Westerly line of Elberon Avenue at a point distant four hundred and thirty feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1) Westwardly, parallel with Atlantic Avenue, sixty-two and five tenths feet; thence (2) Northwardly, parallel with Elberon Avenue, thirty feet; thence (3) Eastwardly, parallel with Atlantic Avenue, sixty-two and five tenths feet to the Westerly line of Elberon Avenue; thence (4) Southwardly, in and along the said Westerly line of Elberon Avenue, thirty feet to the place of beginning. 10

---

EXHIBIT NO. 8.

Dated: February 25th, 1913.

Description: Release of Mortgaged Premises—Camden, Atlantic & Ventnor Land Co. to Joel Mason. 20

Date: October 17th, 1911.

Release for consideration of \$500.—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book 122 of Mortgages, Page 287.

BEGINNING in the Westerly line of Elberon Avenue at a point distant Three hundred ninety-five feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Westwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet; thence (2nd) Northwardly, parallel with Elberon Avenue, Forty feet; thence (3rd) Eastwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet to the Westerly line of Elberon Avenue; thence (4th) Southwardly, in and 30

along the said Westerly line of Elberon Avenue, Forty-feet to the place of Beginning.

---

EXHIBIT NO. 9.

Dated: January 2nd, 1913.

10 Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Company to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$400.—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book 122 of Mortgages, Page 287.

20 BEGINNING in the Westerly line of Elberon Avenue at a point distant two hundred fifty feet Northwardly from the Northerly line of Atlantic Avenue and extending thence (1st) Westwardly parallel with Atlantic Avenue sixty-five feet; thence (2nd) Northwardly parallel with Elberon Avenue thirty feet; thence (3rd) Eastwardly parallel with Atlantic Avenue sixty-five feet to the Westwardly line of Elberon Avenue; thence (4th) Southwardly in and along the said Westerly line of Elberon Avenue thirty feet to the place of beginning.

---

30 EXHIBIT NO. 10.

Dated: March 16th, 1912.

Description: Release Part of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$500.—Lands described

in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287, &c.

BEGINNING at a point in the Westerly line of Elberon avenue at the distance of two hundred and fifteen (215) feet Northwardly from the Northerly line of Atlantic avenue and running thence (1) Westwardly and parallel with Atlantic Avenue sixty two and one half (62 1-2) feet thence (2) Northwardly and parallel with Elberon avenue thirty five (35) feet; thence (3) Eastwardly and parallel with Atlantic avenue sixty two and one half (62 1-2) feet to the Westerly line of Elberon avenue; thence (4) Southwardly and in the Westerly line of Elberon avenue (35) thirty five feet to the place of beginning.

10

EXHIBIT NO. 11.

20

Dated: August 23, 1912.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Company to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$625.—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book 122 of Mortgages, Page 287.

BEGINNING in the Westerly line of Elberon Avenue at a point distant one hundred eighty feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Westwardly parallel with Atlantic Avenue sixty-two and one-half feet; thence (2nd) Northwardly parallel with Elberon Avenue thirty-five feet; thence (3rd) Eastwardly parallel with Atlantic Avenue sixty-two and

30

one-half feet to the Westerly line of Elberon Avenue; thence (4th) Southwardly in and along the said Westerly line of Elberon Avenue thirty-five feet to the place of beginning.

10

## EXHIBIT NO. 12.

Dated: August 23rd, 1912.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$625.—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287.

20

BEGINNING in the Westerly line of Elberon Avenue at a point distant One hundred forty-five feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Westwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet; thence (2nd) Northwardly, parallel with Elberon Avenue, Thirty-five feet; thence (3rd) Eastwardly, parallel with Atlantic Avenue, sixty-two and one-half feet to the Westerly line of Elberon Avenue; thence (4th) Southwardly, in and along the said Westerly line of Elberon Avenue, Thirty-five feet to the place of Beginning.

30

EXHIBIT NO. 13.

Dated: April 8th, 1915.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Company to Christian R. Lindback.

Date: October 17th, 1911.

Release for consideration of \$1.00—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287. 10

BEGINNING at a point in the Westerly line of Elberon Avenue one hundred and five feet North of the Northerly line of Atlantic Avenue and running thence (1) Northwardly parallel with Elberon Avenue forty feet; thence (2) Westwardly parallel with Atlantic Avenue sixty-two and five-tenths feet; thence (3) Southwardly parallel with Elberon Avenue forty feet; thence Eastwardly parallel with Atlantic Avenue sixty-two and five-tenths feet; to the place of beginning. 20

---

EXHIBIT NO. 14.

Dated: December 27th, 1911.

Description: Release Part of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Joel Mason. 30

Date: October 17th, 1911.

Release for consideration of \$500.—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287, &c.

BEGINNING at the Northwest corner of Atlantic and Elberon Avenue and running thence (1) Westwardly along the line of Atlantic Avenue fifty feet; thence (2) Northwardly parallel with Dover avenue one hundred and five feet; thence (3) Eastwardly parallel with Atlantic avenue fifty feet; thence (4) Southwardly along the line of Elberon avenue one hundred and five feet to the place of beginning.

10

---

EXHIBIT NO. 15.

Dated: August 23rd, 1912.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Company to Joel Mason.

Date: October 17th, 1911.

- 20 Release for consideration of \$625.—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287.

BEGINNING in the Easterly line of Elberon Avenue at a point distant Two Hundred feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Eastwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet; thence (2nd) Northwardly, parallel with Elberon Avenue, Thirty-five feet; thence (3rd) Westwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet to the Easterly line of Elberon Avenue; thence (4th) Southwardly, in and along the said Easterly line of Elberon Avenue, Thirty-five feet to the place of beginning.

EXHIBIT NO. 16.

Dated: August 23rd, 1912.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$625.—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287. 10

BEGINNING in the Easterly line of Elberon Avenue at a point distant Two hundred thirty-five feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Eastwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet; thence (2nd) Northwardly, parallel with Elberon Avenue, Thirty-five feet; thence (3rd) Westwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet to the Easterly line of Elberon Avenue; thence (4th) Southwardly, in and along the said easterly line of Elberon Avenue, Thirty-five feet to the place of Beginning. 20

---

EXHIBIT NO. 17.

Dated: October 7th, 1912.

Description: Release Part of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Joel Mason. 30

Date: October 17th, 1911.

Release for consideration of \$1000.—Lands described in Mortgage to Camden, Atlantic and Vent-

nor Land Company, recorded in Book #122 of Mortgages, Page 287.

#1. BEGINNING in the Easterly line of Elberon Avenue at a point distant Two hundred seventy feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Eastwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet; thence (2nd) Northwardly, parallel with Elberon Avenue, Thirty-five feet; thence (3rd) 10 Westwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet to the Easterly line of Elberon Avenue; thence (4th) Southwardly, in and along the said Easterly line of Elberon Avenue, Thirty-five feet to the place of Beginning.

#2. BEGINNING in the Easterly line of Elberon Avenue at a point distant three hundred forty feet Northwardly from the Northerly line of Atlantic Avenue and extending thence (1st) Eastwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet; thence (2nd) Northwardly, parallel with 20 Elberon Avenue, Thirty-five feet; thence (3rd) Westwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet to the Easterly line of Elberon Avenue; thence (4th) Southwardly, in and along the said Easterly line of Elberon Avenue, Thirty-five feet to the place of beginning.

---

EXHIBIT NO. 18.

30

Dated: April 29th, 1912.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Company to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$1000.—Lands de-

scribed in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287.

BEGINNING in the Easterly line of Elberon Avenue at a point distant Three hundred five feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Eastwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet; thence (2nd) Northwardly, parallel with Elberon Avenue, Thirty-five feet; thence (3rd) Westwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet to the Easterly line of Elberon Avenue; thence (4th) Southwardly, in and along the said Easterly line of Elberon Avenue, Thirty-five feet to the place of beginning. 10

---

EXHIBIT NO. 19.

Dated: April 29th, 1912. 20

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Company to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$1.00—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287.

BEGINNING in the Easterly line of Elberon Avenue at a point distant Three hundred seventy-five feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Eastwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet; thence (2nd) Northwardly, parallel with Elberon Avenue, Thirty-five feet; thence (3rd) Westwardly, parallel with Atlantic Avenue, Sixty- 30

two and one-half feet to the Easterly line of Elberon Avenue; thence (4th) Southwardly, in and along the said Easterly line of Elberon Avenue, Thirty-five feet to the place of Beginning.

---

EXHIBIT NO. 20.

10 Dated: December 7th, 1915.  
Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Company to George Wenzel.

Date: October 17th, 1911.

Release for consideration of \$1.00—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287.

20 BEGINNING in the Southeast corner of Elberon and Ventnor Avenue and extending thence (1st) Eastwardly in and along Southerly line of Ventnor Avenue sixty-two and five-tenths feet; thence (2nd) Southwardly parallel with Elberon Avenue ten feet; thence (3rd) Westwardly parallel with Ventnor Avenue sixty-two and five-tenths feet; thence (4th) Northwardly in and along the Easterly line of Elberon Avenue ten feet to the place of beginning.

---

EXHIBIT NO. 21.

30 Dated: May 26th, 1914.  
Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Company to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$1000.—Lands de-

scribed in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287, &c.

BEGINNING at a point in the Westerly line of Harrisburg Avenue at the distance of two hundred (200) feet Northwardly of the Northerly line of Atlantic Avenue and running thence (1) Westwardly and parallel with said Atlantic Avenue sixty-two and one-half (62 1-2) feet; thence (2) Northwardly and parallel with Harrisburg Avenue forty (40) feet; thence (3) Eastwardly and parallel with Atlantic Avenue sixty-two and one half (62 1-2) feet to the Westerly line of Harrisburg Avenue; thence (4) Southwardly and in the said line of Harrisburg Avenue forty (40) feet to the place of beginning. 10

---

EXHIBIT NO. 22.

20

Dated: November 20th, 1912.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Company to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$1.00—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book No. 122 of Mortgages, Page 287.

BEGINNING in the Westerly line of Harrisburg Avenue at a point distant to hundred eighty feet Northwardly from the Northerly line of Atlantic Avenue and extending thence (1st) Westwardly parallel with Atlantic Avenue sixty-two and one-half feet; thence (2nd) Northwardly parallel with Harrisburg Avenue forty feet; thence (3rd) Eastwardly parallel with Atlantic Avenue sixty-two and 30

one-half feet to the Westerly line of Harrisburg Avenue; thence (4th) Southwardly in and along the said Westerly line of Harrisburg Avenue forty feet to the place of beginning.

---

10

## EXHIBIT NO. 23.

Dated: November 18th, 1912.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$500.—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287.

20

BEGINNING in the Westerly line of Harrisburg Avenue at a point distant Three Hundred Sixty feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Westwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet; thence (2nd) Northwardly, parallel with Harrisburg Avenue, Thirty-five feet; thence (3rd) Eastwardly, parallel with Atlantic Avenue, Sixty-two and one-half feet to the Westerly line of Harrisburg Avenue; thence (4th) Southwardly, in and along the said Westerly line of Harrisburg Avenue, Thirty-five feet to the place of Beginning.

30

## EXHIBIT NO. 24.

Dated: December 5th, 1914.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$1.00—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #112 of Mortgages, Page 287. 10

BEGINNING in the Westerly line of Harrisburg Avenue Forty-four feet South of Ventnor Avenue, and extending thence (1st) Westwardly, parallel with Ventnor Avenue, Sixty-two and five tenths feet; thence (2nd) Southwardly, parallel with Harrisburg Avenue, Thirty feet; thence (3rd) Eastwardly, parallel with Ventnor Avenue, Sixty-two and five-tenths feet to the Westerly line of Harrisburg Avenue; thence (4th) Northwardly, along same, Thirty feet to the place of Beginning. 20

## EXHIBIT NO. 25.

Dated: January 27th, 1913.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Joel Mason. 30

Date: October 17th, 1911.

Release for consideration of \$3000—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287.

BEGINNING at the Northeast corner of Atlantic and Elberon Avenues, and extending thence (1st) Northwardly, in and along the Easterly line of Elberon Avenue, Forty-five feet; thence (2nd) Eastwardly, parallel with Atlantic Avenue, Seventy-five feet; thence (3rd) Southwardly, parallel with Elberon Avenue, Forty-five feet, to the Northerly line of Atlantic Avenue; thence (4th) Westwardly, in and along the said Northerly line of Atlantic Avenue, Seventy-five feet to the place of beginning.

---

EXHIBIT NO. 26.

Dated: January 27th, 1913.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Joel Mason.

20 Date: October 17th, 1911.

Release for consideration of \$3000.—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287.

30 BEGINNING in the Easterly line of Elberon Avenue at a point distant Forty-five feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Eastwardly, parallel with Atlantic Avenue, Seventy-five feet; thence (2nd) Northwardly, parallel with Elberon Avenue, Thirty-five feet; thence (3rd) Westwardly, parallel with Atlantic Avenue, Seventy-five feet to the Easterly line of Elberon Avenue; thence (4th) Southwardly, in and along the said Easterly line of Elberon Avenue, Thirty-five feet to the place of Beginning.

EXHIBIT NO. 27.

Dated: March 26th, 1913.

Description: Release of Mortgaged Premises—Camden, Atlantic and Ventnor Land Co. to Joel Mason.

Date: October 17th, 1911.

Release for consideration of \$1.00—Lands described in Mortgage to Camden, Atlantic and Ventnor Land Company, recorded in Book #122 of Mortgages, Page 287. 10

BEGINNING in the Easterly line of Elberon Avenue at a point distant Eighty feet Northwardly from the Northerly line of Atlantic Avenue, and extending thence (1st) Eastwardly, parallel with Atlantic Avenue, Seventy-five feet; thence (2nd) Northwardly, parallel with Elberon Avenue, Forty-two feet; thence (3rd) Westwardly, parallel with Atlantic Avenue, Seventy-five feet to the Easterly line of Elberon Avenue; thence (4th) Southwardly, in and along the said Easterly line of Elberon Avenue, Forty-two feet to the place of Beginning. 20

## STIPULATION.

IN CHANCERY OF NEW JERSEY.

10

Between

CAMDEN, ATLANTIC AND  
VENTNOR LAND COM-  
PANY,*Complainant,*

and

JOEL MASON, *et al.*,*Defendants.*On Bill, &c.  
Stipulation.

20

It Is Stipulated that in the state of the case, one of the releases shall be printed in full, and that the other releases may be printed in abstract; said abstract to contain the date, consideration, book and page of record, and description.

U. G. STYRON,

*Solicitor of Complainant.*

BOURGEOIS &amp; COULOMB,

*Solicitors of Defendants.*

30

MASTER'S REPORT.

IN CHANCERY OF NEW JERSEY.

Between

CAMDEN, ATLANTIC AND  
VENTNOR LAND COM-  
PANY,

*Complainant,*

and

JOEL MASON, *et al.*,

*Defendants.*

10

On Bill to Foreclose.  
Master's Report.

In pursuance of an order of this Court entered in 20  
above cause, bearing date the twenty-ninth day of  
September, 1919, and of another order of this Court  
entered in said cause, bearing date the sixth day of  
December, 1920, I have been attended by the respec-  
tive solicitors of complainant and by defendants,  
and in the presence of the parties attending me, I  
have considered of the matters thereby referred to  
me.

And the solicitor of the complainant produced be-  
fore me the mortgage in his bill mentioned, bearing 30  
date the seventeenth day of October, 1911, and made  
and executed by Joel Mason and Mary L., his wife,  
and recorded as in the bill mentioned, as appears by  
endorsements thereon; and the said complainant's  
solicitor also produced before me the bond intended  
to be secured by said mortgage, the execution of  
which was admitted; which bond and mortgage are

marked Exhibits 1 and 2 on the part of the complainant.

And I find that there is due to the complainant on its mortgage, for principal and interest on this date, the sum of three thousand two hundred and twenty-seven (\$3,227) dollars; and I certify and report that the schedule hereunto annexed, marked number 1, and making part of this my report, contains a statement and account of the principal and interest  
10 money due to the complainant on its said mortgage, to which, for greater certainty, I refer.

And I further certify and report that it is necessary and advisable that the whole of the mortgaged premises should be sold to raise and pay the money so due to the complainant, together with the costs of this suit.

And I further certify that, by consent of counsel, the examinations aforesaid were taken by stenographers selected by me, who were first sworn by me  
20 faithfully and truly to take stenographically and to reproduce in manuscript or typewriting the testimony given, and I hereby certify that all of said depositions were taken in my immediate presence and hearing by said stenographers, first sworn as above, and that I believe that they accurately state the evidence given.

I herewith return to the Court, together with my report and as part thereof, such depositions and other evidence as was produced before me.

30

Respectfully,

LEE F. WASHINGTON,  
*Master.*

SCHEDULE NO. 1.

10

Bond bearing date the 17th day of April, 1911, in the penal sum of \$30,000, conditioned for the payment of \$15,000 at the expiration of one year from said date, with lawful interest secured by the mortgage in complainant's bill mentioned; balance due on principal..... \$2,600.00

Interest on such balance from April 17, 1917, to April 25, 1921..... 627.00 20

---

Amount due complainant this 25th day of April, 1921 ..... \$3,227.00

30

## FINAL DECREE.

## IN CHANCERY OF NEW JERSEY.

---

Between	}	On Bill, etc. Final Decree.
10 CAMDEN, ATLANTIC AND		
VENTNOR LAND COM-		
PANY,		
	<i>Complainant,</i>	
	and	
	JOEL MASON, <i>et al.</i> ,	
	<i>Defendants.</i>	

---

20 This cause coming on to be heard in the presence  
of U. G. Styron, of counsel with the complainant,  
in the presence of Bourgeois and Coulomb, of coun-  
sel with the defendants, and it appearing by the re-  
port made and filed in this cause, pursuant to a de-  
cretal order of the Court, by Lee F. Washington,  
one of the masters of this court, bearing date April  
25, 1921, that there was due to the complainant on  
the date of said report, on its mortgage set forth  
30 in the bill of complaint, the sum of three thousand  
two hundred and twenty-seven (\$3,227.00) dollars,  
and that it is necessary and advisable that the whole  
of the mortgaged premises be sold to raise and pay  
the money so due as aforesaid; and it further ap-  
pearing that by a further order of the Court made  
on the 22nd day of April, 1922, the said Master's re-  
port was in all things ratified and confirmed.

It is, thereupon, on this 4th day of August, nineteen hundred and twenty-two, by his Honor, Edwin Robert Walker, Chancellor of the State of New Jersey, ordered, adjudged and decreed, and the said Chancellor doth, by virtue of the power and authority of this Court, hereby order, adjudge and decree that all that part of the said mortgaged premises described in the said bill of complaint, that is to say:

All that lot, tract or parcel of land and premises situate in the City of Atlantic City, County of Atlantic and State of New Jersey, 10

Beginning at a point in the East line of Elberon Avenue at the distance of four hundred and ten feet north of the Northeast corner of Atlantic and Elberon Avenues, and extending thence (1) Eastwardly and parallel with Atlantic Avenue, sixty-two and five-tenths feet; thence (2) Northwardly and parallel with Harrisburg Avenue, eighty feet; thence (3) Westwardly and parallel with Atlantic Avenue, sixty-two and five-tenths feet to the East line of Elberon Avenue; thence (4) Southwardly in the said Elberon Avenue, eighty feet to the place of beginning — 20

be sold to raise and satisfy the said sum of money due to the said complainant, that is to say, the sum of three thousand two hundred and twenty-seven dollars (\$3,227.00), together with lawful interest thereon to be computed from April 25, 1921, being the date of the Master's report, with costs to be taxed; and that a writ of *feri facias* do issue for that purpose out of this court, directed to the sheriff of the County of Atlantic, commanding him to make sale, according to law, of the mortgaged premises above described, and that out of the money arising from such sale, he pay to the complainant, or to its solicitor, said debt, interest and costs; and 30

in case more money should be raised by the said sale than shall be sufficient to answer such payments, that such surplus be brought into this court, to abide the further order of the Court, unless otherwise previously disposed of by the order of this Court; and that the said sheriff make return, without delay, of his proceedings by virtue of the said writ.

And it is further ordered, adjudged and decreed that the defendants stand absolutely debarred and  
10 foreclosed of and from all equity of redemption of, in and to the said mortgaged premises, when sold as aforesaid by virtue of this decree.

And it is further ordered, adjudged and decreed, that the sum of one hundred dollars, be allowed and paid to the solicitor of the complainant, and that the same be included in the taxed bill of costs, and collected with the other items of said bill.

E. R. WALKER,  
C.

20 Respectfully advised,  
E. B. LEAMING,  
V. C.

NOTICE OF APPEAL.

IN CHANCERY OF NEW JERSEY.

---

Between  
 CAMDEN, ATLANTIC AND  
 VENTNOR LAND COM-  
 PANY,  
*Complainant,*  
 and  
 JOEL MASON, *et al.*,  
*Defendants.* ) Notice of Appeal. 10

---

Defendants, George Wenzel and Bertha Wenzel, hereby appeal from the final decree in the above-stated cause, filed on August 7th, 1922, and from the whole and every part thereof, made in the above-stated cause, as decrees that there is due on the mortgage, which is the subject-matter of said cause, the sum of thirty-two hundred and twenty-seven dollars (\$3,227.00), because neither the said amount of money or any part thereof is chargeable against the lands described in said mortgage. 20

BOURGEOIS & COULOMB,  
*Solicitors for and of Coun- 30*  
*sel with Appellant-Defen-*  
*dants.*

A true copy.  
 JESSE R. SALMON,  
*Clerk.*

PETITION OF APPEAL.  
 NEW JERSEY COURT OF ERRORS AND  
 APPEALS.

---

10 Between  
 CAMDEN, ATLANTIC AND  
 VENTNOR LAND COM-  
 PANY,  
     *Complainant,*  
 and  
 JOEL MASON, *et al.*,  
     *Defendants.* } Petition of Appeal.

---

20 The petition of George Wenzel and Bertha Wenzel, the appellants in the above-stated cause, respectfully shows:

30 That your petitioners find themselves aggrieved by a final decree made in the Court of Chancery by his Honor, Edwin R. Walker, Chancellor of the State of New Jersey, bearing date the 4th day of August, 1922, filed August 7th, 1922, in the above-stated cause, wherein the said Camden, Atlantic & Ventnor Land Company was complainant, and the said George Wenzel and Bertha Wenzel were defendants, in this respect, to wit, that said decree adjudges that there is due on the mortgage which covers the land of defendants the sum of thirty-two hundred and twenty-seven dollars (\$3,227.00), with interest from April 25th, 1921, in this respect,

to wit, that said decree is erroneous in that there is nothing due on account of said mortgage.

Your petitioners, therefore, pray that the said decree of the said Chancellor and every part thereof may be reversed, set aside, and for nothing holden, and that your petitioners may have such relief in the premises as to this Honorable Court may seem meet.

BOURGOIS & COULOMB,  
*Solicitors of Appellants-De-*10  
*fendants.*  
GEO. A. BOURGOIS,  
*Of Counsel with Appellants.*

20

30

to wit, that said decree is erroneous in that there is  
 nothing due on account of said mortgage  
 Your petitioners, therefore, pray that the said de-  
 cree of the said Chancellor and every part thereof  
 may be reversed, set aside, and for nothing to bind,  
 and that your petitioners may have such relief as  
 the Court may see fit to grant in this behalf. And your petitioners

Prayer for relief  
 The Court may see fit to grant  
 in this behalf. And your petitioners

NEW JERSEY COURT OF ERRORS  
AND APPEALS.

Camden, Atlantic and  
Ventnor Land Company,  
Complainant-Respondent,  
and  
Joel Mason, et al.,  
Defendants-Appellants.

ON APPEAL.

BRIEF FOR RESPONDENT.

This controversy sought to be reviewed on this 10  
appeal arises upon the finding of a master upon a  
reference to him to take an account and ascertain  
and report the amount due, if anything, on a mort-  
gage. The Camden, Atlantic and Ventnor Land  
Company filed a bill in the Court of Chancery to fore-  
close a mortgage executed by one Joel Mason and  
wife to it, bearing date October 17, 1911, and record-  
ed in Mortgage Book 122, Page 287, in the Atlantic  
County Clerk's Office. The mortgage was for \$15,-  
000, payable in one year from its date with 6% in- 20  
terest and described separately 30 tracts of land. A  
provision in the mortgage obliged the mortgagee to  
execute release of parts of the mortgaged premises  
from the lien of the mortgage upon payment of  
\$1,000 for each single tract to be released. Subse-  
quently the holder of the mortgage, the respondent  
here, filed a bill to foreclose the mortgage, making  
parties to the suit the mortgagors, Mason and wife,  
and one Wenzel and wife. Wenzel was a purchaser

from Mason of a part of the mortgaged premises subject to the lien of the mortgage. The deed of Mason conveying title to Wenzel is dated May 1, 1912, and is of record. At the date of the conveyance to Wenzel the mortgage debt had been reduced by payments for releases of record to the amount of \$6,000, leaving approximately \$9,000 still unpaid and at the time of the filing of the bill all the lands originally included in the mortgage had been released excepting that conveyed to Wenzel, and of the mortgage debt all had been paid except \$2600. On October 11, 1912, subsequent to the conveyance to Wenzel, Mason and wife made another mortgage to Camden, Atlantic and Ventnor Land Company for \$10,000, covering part of the land described as tract No. 30 in the \$15,000 mortgage above referred to and other land. This mortgage was recorded in Book "131, page 354," and the controversy in this case is over an alleged mistake in reciting in the Releases, Exhibits D25 and D26, the book and page (122-287) of record of the \$15,000 mortgage instead of the book and page of record (131-354) of the \$10,000 mortgage as was the intention of the parties. The bill alleges (par. 6, case, page 11) to be due on the mortgage a balance of \$2600, which is a lien upon the land particularly described in that paragraph (the land conveyed to Wenzel) and the answer admits (par. 10, case, page 14) that the lien of the mortgage covering the property of Wenzel has not been released, but denies that anything is due on the mortgage, averring its payment in full.

Upon the issue thus made an order was made dated September 19, 1919, referring it to a master to state an account and ascertain and report the amount due, if anything, to the complainant on its mortgage, and the master after hearing the testimony of witnesses, examining exhibits and consid-

ering the oral and written proofs, filed his report in which he found to be due to the complainant the sum of \$3,227.00 for principal and interest on its mortgage.

The defendant Wenzel filed exceptions to the report of the master, which were argued and overruled and thereupon the final decree was made, from which this appeal is taken. In the copy of the state of the case served on counsel for respondents, is contained no printed copy of the order of reference, the master's report, the exceptions filed, nor of the order overruling the exceptions, so that what the master was directed to do or what he actually found it left wholly to surmise except as recited in the final decree. The petition of appeal being likewise omitted the grounds of appeal are as little known as the contents of Exhibits C11, C12, C13, C14, C15 (case—pp. 71-73).

10

The appellant contends that the decree is wrong and should be reversed because the sum of the consideration of the releases of mortgage offered in evidence exceed the amount found by the master to be due on the mortgage, which finding involved a failure to give credit on the mortgage debt for \$3,000, the consideration expressed in a certain release erroneously referring to the \$15,000 mortgage instead of a \$10,000 mortgage as was intended and for two checks for \$500 each, dates respectively April 10, 1915, and December 4, 1914, and marked Exhibits P1 (Case—p. 65) and P2 (Case—p. 66). Counsel for appellant in his brief says: "No credit was given anywhere for these two payments, and none was allowed by the court." That statement is not well founded, in fact Mr. Richards, in his testimony on page 72 and 73 of the printed case, says that the check of December 4, 1914 was, by the direction of

20

30

Mr. Mason, applied as a credit on account of a \$6,000 mortgage and that the check of April 10, 1915, for \$500 was not paid as consideration of any release of mortgage but was in return of a loan of that amount on the previous January 29, 1915, for which Mason had given his note payable on demand. Counsel for the appellant also takes the position that the alleged mistake in the release before mentioned could not be inquired into by the master because to do so would be to contradict or vary the terms of the written release; and he insisted that the release, whether it contains the mistake referred to or not, must be taken as conclusive as to the appellant for the reason that he was entitled to rely on the record pertaining to the mortgage covering his land at the time of his purchase and that his search of the records would have disclosed that no money was due on the mortgage. Here again counsel is in error. The appellant obtained title under a deed dated May 1, 1912. The two disputed releases bear date respectively January 26th and January 27, 1913, so that a search of the records on the date the appellant obtained his deed would have shown that instead of there being on record releases enough for which consideration had been given to pay off the mortgage debt, less than \$6,000 thereof had been paid in that manner, leaving an unpaid balance of \$9,000; that the releases, Exhibits D25 and D26 had not then been recorded or made and that the land purchased by him was then subject to the mortgage which, in his answer, he admits has not been released.

The rule that parol evidence is inadmissible to contradict or vary a written instrument does not preclude oral evidence of a mistake.

Evans v. Hays, 3 N. J. Eq. 204;

McKelway v. Armour, 10 N. J. Eq. 115;

Paul v. Smith, 32 N. J. L. 13, 14;  
Oak Ridge Co. v. Toole, 82 N. J. Eq. 541;  
See note to Page v. Higgins, 5 L. R. A., 159.

In reaching his conclusion as to the amount due the complainant on its mortgage, the master obviously acted upon oral evidence of a mistake in the releases, Exhibits D25 and D26, touching the particular mortgage upon which they were intended to operate. The testimony was they were intended to release from the lien of a \$10,000 mortgage, recorded in Book 131, page 354, and that the consideration was applied in reduction of that mortgage which was subsequently cancelled of record and was not intended to in anywise affect the \$15,000 mortgage recorded in Book 122, page 287, which it erroneously cited. Doubtless the master was influenced in his finding by the circumstance that the \$15,000 mortgage covered but a very small portion of the land actually described in the releases, whereas the \$10,000 mortgage covered all the land described in the releases besides other land.

The legal presumption is that the master was right and his finding of facts upon conflicting evidence unless clearly erroneous will not be disturbed on appeal, and especially is this rule applicable where all the evidence upon which the master acted, some of which may be presumed to have influenced his judgment, is not brought before the reviewing tribunal by the party whose duty it is to do so. Such is the rule in the Court of Chancery.

Iszard v. Bodine, 9 N. J. Eq. 309;  
Clark v. Condit, 21 N. J. Eq. 322;  
Haulenbeck v. Conkright, 23 N. J. Eq. 407;  
Blanvelt v. Ackerman, D. 495.

See also the following cases not officially reported:

Eckerson v. McCulloh, 1 Atl. Rep. 700;

Warner v. Hill, 74 Atl. 973;

Bagley, etc. v. Traders, &c., Co., 86 Atl. 1029;

Wilson v. Sandall, 111 Atl. 322.

The same rule has been expressed in this court:

Riddle v. Clabby, 59 N. J. Eq. 573.

It is respectfully submitted that the decree of the Chancellor appealed from should be affirmed.

NEW JERSEY COURT OF ERRORS AND  
APPEALS.

---

Between

CAMDEN, ATLANTIC AND  
VENTNOR LAND COM-  
PANY,

*Complainant-  
Respondent,*

and

JOEL MASON, *et al.*,

*Defendant-  
Appellant.*

On Bill, &c.  
On Appeal.

---

BRIEF OF APPELLANT.

---

The bill in this case was filed to foreclose a blanket mortgage of \$15,000.00, covering a considerable tract of land in the lower part of Atlantic City, dated October 17th, 1911, and recorded in the clerk's office of Atlantic County in Book 122 of Mortgages, page 287; which mortgage contained a clause for a release of the land therefrom upon payment of certain moneys (Bill of Complaint, page 1).

The bill of complaint (page 12) alleged that there was \$2,600.00 due on account of said mortgage, which it was claimed was a lien upon the two lots of land now in question, owned by defendant, Wentzel. The answer (page 14) denies that there is any

money due to complainant under the mortgage, and avers that the entire sum secured by said mortgage has been paid and satisfied.

At the time of the making of the mortgage, Joel Mason was the owner of the tract of land in question. He sold and caused to be released all of said lands, excepting the land now in question, which consists of two lots, and which were conveyed by Mason to Wentzel prior to the foreclosure proceedings.

Joel Mason and Mary L. Mason, his wife, and George Wentzel and Bretha Wentzel, his wife, were made defendants. Wentzel and his wife were made defendants because they had become and are the owners by purchase of the tract of land against which the foreclosure was being prosecuted, and Mason and his wife were apparently made defendants because they had previously been owners of the land in question. Mason interposed a defense of usury, and later in the proceedings, Mason and his wife were stricken out as parties defendant by order of the Court (page 16), leaving only Wentzel and his wife as parties defendant. Wentzel claims to be an innocent purchaser for value.

The complainant executed and delivered to various purchasers of the mortgaged premises, twenty-six (26) releases of land from the lien of said mortgage, which releases were duly recorded, and are printed in the state of the case, beginning with page 83. The consideration of these releases was not disputed and amounted to \$18,908.00. The execution and delivery of the releases was not disputed by complainant. Complainant, however, contended that as to one of them for the sum of \$3,000.00, it was given through mistake. In addition to these releases, it was conclusively shown that complainant had been paid two payments of \$500.00 each, for

which credit had not been given, one dated April 10th, 1915 (page 64, lines 5-30), the other dated December 4th, 1914 (page 65, line 15). No credit was given anywhere for these two payments, and none was allowed by the court.

The consideration mentioned in the releases exceeded the total amount of the principal of the mortgage, and the main point in issue is whether or not these releases, duly acknowledged and recorded, showing the consideration, which is not denied, are evidence in favor of the purchaser of a part of the land mortgaged against the mortgagee.

Defendant contends that he being a purchaser for value, had the right to search the record and every phase of the record pertaining to the mortgage covering his land, which included the releases of record therefrom; that his search of the records showed that there was no money due from Mason to the mortgagee on account of the mortgage; that the amounts of money mentioned in the releases not being disputed, and the releases showing on the face of them that they were applicable to the mortgage principal, the payment of which was secured by the land in question, Wentzel, the defendant, had the right in law to rely upon the validity of these releases, and the mortgagee is estopped from asserting to the contrary. If this contention be true, then the defendant Wentzel is entitled to have the decree reversed and the bill of foreclosure dismissed, and, in any event, he is entitled to have a credit for the two \$500.00 payments, or \$1,000.00, paid, which was not disputed.

It is the contention of defendant that these releases are a record which, when the amount mentioned therein is not disputed, cannot be contradicted or varied.

In the case of *Hoffman v. Koster* (2 Wharton's

Reports (Pennsylvania), 453), at p. 469, Sergeant, Judge, after holding that the record of a deed was a judicial proceeding in a court of record, said:

“It is therefore not susceptible of being excepted from the ordinary rule that the proceedings of a court, which is by the constitution and laws of a court of record, imports absolute verity that the record itself or a certified copy is conclusive as to what it contains, and that no averment, plea or proof to the contrary shall be admitted.”

In the case of *Graham v. Smith* (25 Pa. State, 323), at p. 325, the trial Court had overruled an offer to contradict the endorsement of record on the back of a deed. The Supreme Court, at page 325, said:

“We think it very clear that the Court below was right in rejecting this evidence, alike because it was incumbent to contradict the record by parole and because, etc.”

In this case, a reference was made to Mr. Washington, one of the masters of this court, to ascertain the amount due. He made his report, and that report was confirmed, but there appears in the files no order of interlocutory decree of confirmation. It is contended, however, that this can make no difference; that even if the order had been entered and an appeal had not been taken therefrom, this appeal would indirectly review the finding of the Master, and the confirmation of the Court below, because the substance of the interlocutory order had been incorporated in and forms a part of the final decree. In other words, when the Court incorporates the erroneous finding in the final decree, under an appeal from the final decree, every part of the mat-

ter that is included within that final decree may be reviewed. *Chicago Horseshoe Co. v. Gostlin* (66 N. E. 514). To the same effect are the cases of *Lesure Lumber Co. v. N. Y. Mutual* (101 Iowa, 514); *Palmer v. Rodgers* (70 Iowa, 381); *Jones v. Chicago* (36 Iowa, 68); *Hess v. Hess* (108 Va. 483).

This is an appeal from the whole and every part of a final decree.

In the case at hand, the final decree orders, not simply that the property shall be sold, but that the property shall be sold and the sum of \$3227 made, if possible, from the sale thereof. There is nothing in the statute which provides that an appeal from the final decree shall be limited to any part thereof. The appeal is given to the whole and every part of the final decree, if the party so desires, and such is the appeal that has been taken in this case; and especially was the appeal taken from that part of the final decree which held that the property was to be sold to make the amount of \$3227. If an appeal had been taken from the interlocutory decree, then the result would be different, because it conceded that if the matter had been before the Court on appeal from an interlocutory decree, the party would not be entitled to have the matter again litigated before the Court on an appeal from the final decree. But, the matter not having been before the Court, and the final decree providing not only for a sale, but also decreeing the amount to be made, we contend that both the legality of the amount decreed to be due and the legality of the order for sale are reviewable in this Court.

In the case of *Jacksonville &c. v. Broughton* (38 Fla., 139), at p. 158, the Court held that under a statute which provided that "All appeals in chancery, whether from final decrees or from interlocutory orders or decrees, must be taken within

six months" does not affect the right given by revised statute, Sec. 157, to have interlocutory orders or decrees reviewed on appeal from a final decree, and in the case of *Gvosdanovic v. Harris* (38 Okla. 787), where an appeal must be taken within a year, it was held where an appeal is begun within one year from the judgment as prescribed by statute, an assignment of error complaining of the overruling of demurrer on the petition is reviewable, although the demurrer was overruled more than one year before the appeal.

BOURGEOIS & COULOMB,  
*Solicitors of Appellant.*



