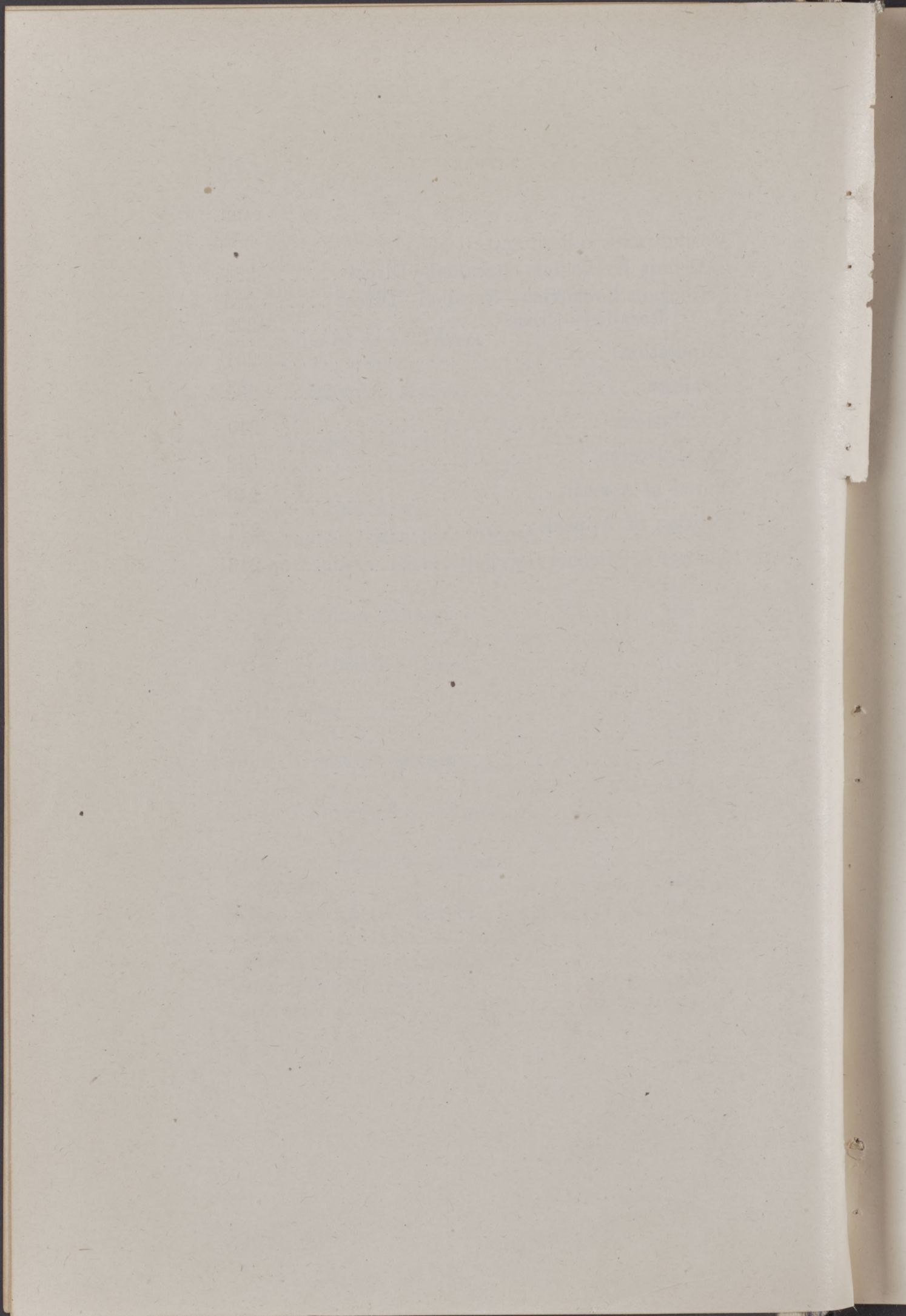


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BILL.

(Filed, April 27, 1923.)

IN CHANCERY OF NEW JERSEY.

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

10

Complainant, Louis Aspiotis, of Atlantic City,
County of Atlantic and State of New Jersey, says:

1. About the month of April, 1919, complainant
and one Denis Krikokias, together with others, en-
tered into a partnership and were engaged in con-
ducting a restaurant in said city at 27 and 29 South
Kentucky Avenue, in Atlantic City.

2. About the month of August, 1920, one Michael 20
Georgetti having purchased the property where said
partnership business was being conducted, entered
into an agreement with complainant and said Denis
Krikokias whereby he was to make certain altera-
tions and renovations to the building occupied by
said partnership, and permit the said partnership
to proceed with its business when such alterations
to the building were completed.

3. After the improvements were made to the prop- 30
erty, as above referred to, and on or about August
20, 1920, Michael Georgetti entered into a lease with
complainant and said Denis Krikokias, whereby the
whole of the property, at 27 and 29 South Kentucky
Avenue aforesaid, now known as the Georgetti
Hotel, was let to complainant and Denis Krikokias

for the term of six years from May 1, 1921, a copy of which lease is hereto annexed as Schedule "A" and made part hereof.

4. Complainant and said Denis Krikokias continued to trade as partners, operating under the lease referred to above, and thereunder conducting a general restaurant business on the first floor and a rooming house on the floors above, for which purposes the hotel and restaurant were fully furnished and equipped by complainant and said Denis Krikokias, until about December 19, 1922, when the business of the partnership was interrupted, as hereinafter recited.

5. During the duration of the partnership complainant and said Denis Krikokias expended large sums of money, amounting to about \$20,000 in furnishings, utensils and equipment for both the restaurant and rooming house business, all of which furniture and equipment is now at the said Georgetti Hotel. Complainant and Denis Krikokias also devoted all of their time and energy, for a long period, to the building up and advancing of their said partnership business.

6. Michael Georgetti failed and refused to carry out his agreement with complainant and said Denis Krikokias, concerning repairs and alterations at the hotel, referred to in paragraph two hereof, in that he refused to do papering, decorating and to build a canopy at the front porch of said hotel and other repairs, all of which were required to be done by said Georgetti under his agreement; and because of the fact that they held a long term lease, complainant and Denis Krikokias did make such improve-

ments at their own great expense, to wit, about \$5000, which expense complainant would not have incurred, except for his long leasehold estate aforesaid; which improvements to the hotel were made as the result of the fraudulent conduct of said Georgetti.

7. About October, 1921, Michael Georgetti, in consideration of an additional rental in the sum of \$50.00 per month, consented to the sub-letting by complainant and said Denis Krikokias of a portion of the first floor of said hotel as a barroom, and they did accordingly sublet same, and the present rental received therefrom is at the rate of \$235 per month, in which revenue complainant has a one-half interest, and Denis Krikokias, or his assigns, owns the other half. 10

8. About July 4, 1922, or prior thereto, Michael Georgetti became wrongfully covetous of the business conducted by the partnership and with evil intent and design proceeded craftily and wrongfully and in fraud to work complainant out of his said interest in the business and the possession of the said hotel, and thus defraud him, which interest was a one-half undivided interest in the leasehold estate, and the furniture and fixtures and the restaurant utensils and equipment. 20

9. In July, 1922, or prior thereto, said Michael Georgetti conceived in fraud, a plan to oust complainant from the said hotel and wrongfully conspired with said Denis Krikokias to carry out such plan. In about the month of July, aforesaid, said Michael Georgetti and Denis Krikokias, with no other consideration than their own improper gain, entered into an unholy agreement to fraudulently 30

oust complainant from the premises in question; and it was agreed that in the following October, or soon thereafter, said Denis Krikokias should withhold payment of the rent due said Michael Georgetti, and thereupon said Michael Georgetti should proceed in summary manner to dispossess the partnership for the purpose always of getting rid of complainant, only.

- 10 10. On December 5, 1922, Michael Georgetti instituted summary proceedings against complainant and said Denis Krikokias in the Atlantic City District Court, alleging in the affidavit, conferring jurisdiction in such case, that to him there was due from complainant and Denis Krikokias \$74.88 as excessive water rent, due August 1st, 1922, a balance of \$50.00 on an installment of rent due August 1st, 1922, a balance of \$50.00 on an installment of rent due September 1st, 1922, and \$300 due December 20 1st, 1922. The truth is alleged to be that said sum alleged to be due as excessive water rent was not due and the rent for December, 1922, was not in arrears, as alleged in said affidavit, but was paid when the suit to dispossess was instituted; no demand had been made for payment of any of the amounts alleged to be due and there was no refusal to pay, except that of Denis Krikokias in unlawful conspiracy with said Michael Georgetti.
- 30 11. Process of summons in said suit was served upon complainant by service upon Denis Krikokias as complainant's partner—complainant was always ready and willing to pay any rent due said Michael Georgetti and would have done so, except for his grossly fraudulent conduct.

12. Michael Georgetti, well knowing that Denis

Krikokias had by custom always paid the rent and well knowing that complainant was without proofs of payment thereof, wrongfully induced said Denis Krikokias to absent himself from Atlantic City during the pendency of the suit for possession, aforesaid, and the result of such fraud upon complainant was that judgment for possession of said premises was obtained on or about December 15, 1922, by Michael Georgetti, a warrant of removal issued on December 18, 1922, and Michael Georgetti was put 10 in possession thereunder on December 19, 1922, and the warrant returned accordingly, all during the absence of Denis Krikokias from the City of Atlantic City, while complainant sought said Denis Krikokias, complainant, however, offered to pay the amount claimed by said Georgetti before the warrant of removal issued, which was refused.

13. Michael Georgetti and said Denis Krikokias hoped by the aforesaid proceedings, always in fraud 20 against complainant, to rest from complainant and deprive him of his interest in said leasehold estate, which was then and there worth a large sum of money and would have extended until May 1, 1927.

14. Complainant and Denis Krikokias spent large sums of money in the purchase of furniture, fixtures and equipment of the hotel and restaurant, and having yet some indebtedness they did in November, last, obtain by loan upon chattel mortgage, 30 the sum of \$4,000.

15. This loan was made necessary because Michael Georgetti wrongfully urged certain creditors of complainant and Denis Krikokias to harrass the partnership with the purpose of embarrassing it.

16. Out of this loan on December 2, 1922, Michael Georgetti was paid all moneys then due him from the partnership, except rental; and between December 2 and December 5, 1922, Denis Krikokias, being unwilling to trust Michael Georgetti in their conspiracy, paid and overpaid the rent due for December, 1922.

10 17. Prior to the conspiracy entered into, as aforesaid, to rob complainant of his rights, and about July 3, 1922, said Michael Georgetti had offered to buy complainant's interest in said partnership for the sum of \$8450, but later refused, preferring and designing to obtain it wrongfully, without cost.

20 18. On or about January 1, 1923, Michael Georgetti let and demised said premises to one Frank Fiore, who is the son-in-law of said Michael Georgetti and another Georgia Krikokias, the wife of said Denis Krikokias, for the term of four years, at the rental of \$30,400, a copy of which lease is attached hereto and marked Schedule "C."

30 19. On January 8, 1923, said Frank Fiore and Georgie Krikokias entered into a written agreement of partnership wherein it was declared, among other things, that "each of said parties has contributed an equal amount for and toward said partnership, in furniture, fixtures and equipment, being the furniture, fixtures and equipment contained in the said premises," a copy of which agreement is likewise attached hereto as Schedule "D" and made part hereof.

20. The furniture, fixtures and equipment, referred to in the preceding paragraph, was that of

complainant and said Denis Krikokias, purchased and owned by them as aforesaid.

21. Neither said Frank Fiore and Georgie Krikokias ever had, nor now have, any right, title or interest in or to the premises, aforesaid, or the furniture, fixtures and equipment, or rental, referred to above as Schedule "D."

22. Both the lease and agreement last above mentioned, were conceived and brought forth in fraud against complainant, to which fraud said Michael Georgetti, Frank Fiore, Denis and Georgie Krikokias all were parties and co-conspirators. 10

23. The right to possession of said premises is in complainant and said Denis Krikokias, or his assigns, under the terms of their lease made to them by said Michael Georgetti about August 20, 1920.

24. Complainant is the owner of the one-half undivided interest in all of the furniture, the fixtures and equipment in the said premises. 20

25. The business conducted so long by complainant and Denis Krikokias, has by their hard work and expenditures, been worked up to a good paying business, and the restaurant business alone should now net about \$75 per day if properly conducted.

26. On or about April 17, said Frank Fiore filed his bill in this court, praying, among other things, that a receiver be appointed for the alleged co-partnership between him and said Georgie Krikokias and pursuant to the filing of such bill, and on application of the said Frank Fiore, the Chancellor did 30

on April 24th, 1923, appoint one Lindley Jeffers, Esquire, as receiver for said alleged co-partnership.

27. Said Lindley Jeffers, as such receiver, is now in charge of all of the premises at 27 and 29 South Kentucky Avenue, aforesaid, and all of the property, including furniture, fixtures and equipment, at said premises, in all of which complainant has a one-half undivided interest, as aforesaid.

10

28. Unless the rights of complainant in the premises are protected and conserved by this Honorable Court, and the parties so wrongfully holding complainant's property and rights, shall be required to disgorge and return the same to complainant, he will suffer great and irreparable loss and injury.

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

20

1. That by order of this court the said Lindley Jeffers, receiver as aforesaid, be made a party defendant to this suit.

2. That Michael Georgetti, Frank Fiore, Denis and Georgie Krikokias, who are defendants to this suit, as well as said Lindley Jeffers, may answer this bill of complaint, without oath, and each statement made therein.

30

3. That the said Lindley Jeffers, receiver, be required by this court to hold intact all of the furniture, fixtures and equipment now in the Hotel Georgetti, aforesaid, and the possession of the Georgetti Hotel and restaurant, in spite of the adverse claims of said defendants, until this court shall determine the rights of complainant in the premises.

4. That complainant be reinstated to the full possession and enjoyment of his said one-half undivided interest in and to said leasehold estate, created about August 20, 1920, as hereinbefore recited, and also in all of the furniture, fixtures and equipment now in the said hotel and restaurant.

5. That an accounting be had between all of said defendants and complainant.

10

6. That the State's writ or writs of subpoena may issue commanding each of the defendants and the said receiver to answer this bill of complaint and to abide by such decree as this court may make in the premises; and that complainant have such other relief as this court may deem proper.

ELWOOD C. WEEKS,
Solicitor and of Counsel with
Complainant.

20

EXHIBIT A.

(Exhibit C7.)

THIS INDENTURE, made the twentieth day of August A. D. Nineteen Hundred and BETWEEN Micheel Georgetti of the City of Atlantic City, New Jersey of the first part, and Louis Aspiotis and Denis Krekokias, of the same place of the second part WITNESSETH, that the said party of the first part has let, and by these presents do grant, demise and to farm let unto the said party of the second part the premises known as Nos. 27 30

and 29 South Kentucky Avenue, in said Atlantic City with the appurtenances for the term of six years, from the 1st day of May, 1921 at the rent or sum of Thirty six Thousand Dollars to be paid as follows: \$500 upon signing this lease; \$500 when work on alterations and repairs are commenced; \$1000 July 1, 1920, \$1000 August 1, 1920; \$1000 September 1, 1920; \$500 October 1, 1920; \$250 November 1, 1920; \$250 December 1, 1920; \$250 January 1, 1921; 10 \$250 February 1, 1921; \$250 March 1, 1921; \$250 April 1, 1921 and thereafter \$500 May 1; \$500 June 1, \$1000 July 1; \$1000 August 1; \$250 January 1; \$250 February 1; \$250 March 1; \$250 April 1; in each and every year during the term of this lease.

Provided, that if any rent shall be due and unpaid; or if default be made in any of the covenants herein contained, then this lease shall immediately cease and become void, and it shall be lawful for the said part of the first part, without notice and 20 without any demand for said rent, to re-enter the said premises and remove all persons therefrom, or to proceed by action for the recovery of the possession thereof, or otherwise however.

And, the said party of the second part doth hereby covenant and agree, to and with the said party of the first part, to pay the said rent in the proportions and upon the conditions aforesaid; nor permit any person or persons to occupy the same, or any part thereof, nor use or permit any part thereof to be 30 used for any other purpose than as a hotel, restaurant and pool room and barber shop nor make or suffer to be made any alteration therein, without the written consent of the said part of the first part; and also at the expiration of said term, to yield up and surrender the possession thereof, with the appurtenances in as good state and condition as

the same now are; or may be put into by the said part of the first part, reasonable wear and tear and accidents happening by fire or other casualties excepted.

It is hereby expressly understood and agreed by and between the parties hereto that should said premises be wholly destroyed by fire or partially destroyed to the extent that a rebuilding of said premises would be impracticable, or should said premises be condemned as unsafe, then and in either of which said events this lease shall determine and become void 10

And, the said party of the first parties does covenant that the said party of the second part, on paying the said rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

In Witness Whereof the said parties have interchangeably set their hands and seals hereto the day and year first written. 20

Michael Georgetti (Seal)
Louis Aspiotis, "
Denis Krekokias, "

Signed, sealed and delivered
in the presence of
C. C. Shinn

—
C.

30

THIS INDENTURE, made the First day of January, A. D. Nineteen Hundred and twenty-three, BETWEEN MICHAEL GEORGETTI, of Atlantic City, in the County of Atlantic and State of New

Jersey, of the first part, and FRANK FIORE and GEORGIA KREKOKIAS, of the same place, of the second part,

10 WITNESSETH, that the said party of the first part has let, and by these presents does grant, demise and to farm let unto the said parties of the second part the premises known as New Central Hotel, 27 and 29 South Kentucky Avenue, in said Atlantic City, with the appurtenances from
January 1, 1923, for the term of four years, at the rent or sum. of Thirty Thousand Four Hundred Dollars, for said term, to be paid as follows: \$300 on January 1; \$300 on February 1; \$300 on March 1; \$300 on April 1; \$500 on May 1; \$750 on June 1; \$1250 on July 1; \$1500 on August 1; \$1300 on September 1; \$500 on October 1; \$300 on November 1, and \$300 on December 1, in each and every year during the term of this lease.

20 PROVIDED, that if any rent shall be due and unpaid; or if default be made in any of the covenants herein contained, then this lease shall immediately cease and become void, and it shall be lawful for the said party of the first part, without notice and without any demand for said rent, to re-enter the said premises and remove all persons therefrom, or to proceed by action for the recovery of the possession thereof, or otherwise however.

30 AND, the said parties of the second part do hereby covenant and agree, to and with the said party of the first part, to pay the said rent in the proportions and upon the conditions aforesaid; nor permit any person or persons to occupy the same, or any part thereof, nor use or permit any part thereof to be used for any other purpose then as a hotel, restaurant, cafe, pool room and barber-shop, nor make or suffer to be made any alteration therein, without the

written consent of the said party of the first part; and also at the expiration of said term, to yield up and surrender the possession thereof, with the appurtenances in as good state and condition as the same now are; or may be put into by the said party of the first part, reasonable wear and tear and accidents happening by fire or other casualties excepted.

It is further agreed that the parties of the second part shall pay, in addition to the rent hereinbefore reserved, any and all excess over and above the minimum rate on any water bill for said premises, the minimum rate to be paid by said party of the first part. 10

It is hereby expressly understood and agreed by and between the parties hereto that should said premises be wholly destroyed by fire or partially destroyed to the extent that a rebuilding of said premises would be impracticable, or should said premises be condemned as unsafe, then and in either of which said events this lease shall determine and become void. 20

AND, the said party of the first part does covenant that the said parties of the second part, on paying the said rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

IN WITNESS WHEREOF, the said parties have interchangeably set their hands and seals hereto the day and year first written. 30

M. Georgetti (Seal)

Frank Fiore (Seal)

Georgie Krikokias (Seal)

Signed, sealed and delivered
in the presence of
C. C. Shinn

D.

ARTICLES OF AGREEMENT, made this eighth day of January, A. D. one thousand nine hundred and twenty-three.

Between, FRANK FIORE, of Atlantic City, in the County of Atlantic and State of New Jersey, of the first part, and GEORGIA KREKOKIAS, of the same place, of the second part, witnesseth:

1. Said parties have agreed to enter into co-partnership in the business of hotel and restaurant, at the New Central Hotel, Nos. 27 and 29 South Kentucky Avenue, in said Atlantic City, for the period beginning March 1, 1923, and ending January 1, 1927.

2. Each of said parties has contributed an equal amount for and toward said partnership, in furniture, fixtures and equipment, being the furniture, fixtures and equipment contained in said premises.

3. It is agreed that each of the said parties shall devote his whole time and attention to the business of said partnership, and that the profits and losses of said business shall be equally divided and sustained by and between the said parties.

4. It is agreed that each of said parties shall have for his own use and benefit, a room in said hotel, to be used and occupied by their respective families, and that should the restaurant be operated by the partnership, that each of said parties shall be entitled to meals for themselves and their respective families.

5. It is agreed that each of said parties shall not draw an amount in excess of ten dollars per week, except upon the consent of both parties.

6. It is agreed that true and accurate books of

account shall be kept of all the affairs and business of said partnership, and that every three months the affairs, accounts, profits, losses and business of the said partnership shall be settled, adjusted and divided between the said parties, and that at the expiration of the partnership, the stock, furniture, fixtures and profits shall be equally divided between them.

7. It is agreed that from the date hereof to March 1, 1923, the said Georgia Krekokias shall conduct 10 the business at said premises on her own account, she to pay all the carrying charges and be entitled to the profits thereof, or in the event of a loss, the same shall be borne by her, and that she shall be entitled to the use and enjoyment of the furniture, fixtures and equipment, without any compensation to the said Frank Fiore.

IN WITNESS WHEREOF, the said parties here-
to have interchangeably set their hands and seals,
the day and year first aforesaid. 20

FRANK FIORE (Seal)

GEORGIE KRIKOKIAS (Seal)

Signed, sealed and delivered
in the presence of
C. C. Shinn

AMENDMENT TO BILL.

(Filed May 31, 1923.)

The complainant, Louis Aspiotis, hereby amends paragraph six, on page two, of his bill of complaint filed in this cause, to read as follows:

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6. Michael Georgetti failed and refused to carry out his agreement with complainant and said Denis Krikokias, concerning repairs and alterations at the hotel, referred to in paragraph two hereof, in that he refused to do papering, decorating and to build a canopy at the front porch of said hotel and other repairs, all of which were required to be done by said Georgetti under his agreement; and because of the fact that they held a long term lease, complainant and Denis Krikokias did make such improvements at their own great expense; to wit, \$5000, which expense complainant would not have incurred, except for his long leasehold estate aforesaid; which improvements to the hotel were induced and made as the result of the fraudulent conduct of said Georgetti, to the damage of complainant, \$2500.

20

During all of the days between March 16th, 1922, and July 1st, 1922, the said complainant and defendant, Denis Krikokias, at the request of the said Michael Georgetti, did in the restaurant, of what is now known as the Georgetti Hotel, furnish the said Michael Georgetti table board and the said Georgetti did agree to pay a reasonable sum therefor. Complainant says that he had kept the pay checks showing the exact amounts due from the said Georgetti up until about the latter part of June, 1922, and

30

then demanded of Georgetti payment thereof, as he had done at various times before; that the said Georgetti requested complainant to let him see the said pay checks and complainant accordingly complied with the request and handed the same to Georgetti; whereupon the said Georgetti destroyed the whole lot of said pay checks and thus destroyed complainant's more exact evidence; but complainant says that during all of said time from March 16, 1922, to July 1, 1922, the said Georgetti was furnished meals, as aforesaid, to an average of at least two meals a day and a reasonable price therefor was at the rate of \$1.75 per day, or \$187.25; and between March 16, 1922, and July 5, 1922, the daughter of said Georgetti, then a minor (Adelade) at the request of said Georgetti, was furnished meals by complainant and said Denis Krekokias, at their said restaurant, to the number of 120 meals, for which said Georgetti agreed to pay a reasonable sum, which was \$96.00; all of which sums since July 5, 1922, have been due and unpaid to complainant and said Denis Krikokias and to which sums complainant was and is entitled to the one-half. 10 20

ANSWER OF DEFENDANT, MICHAEL
GEORGETTI.

(Filed May 28, 1923.)

30

This defendant, Michael Georgetti, says that:

1. He has no knowledge or information upon which to base a belief as to the allegations in paragraph one.

2. Paragraph two is admitted.

3. He admits the making of the lease described in paragraph three, but denies that it was made after said improvements were made.

4. He admits that complainant and Denis Krikokias operated the premises described in said lease until about December, 1922.

10

5. He admits that complainant and said Denis Krikokias furnished said premises with furnishings, utensils and equipment, but has no knowledge of the cost thereof.

6. He denies that he failed and refused to carry out his agreement as to said repairs and alterations, and says that he in fact made more extensive repairs and alterations than were contemplated when
20 he entered into said lease.

7. The subletting of a portion of the first floor of said hotel is admitted, but the right of complainant to receive any portion of the rent therefor is denied.

8. Paragraph eight is denied.

9. Paragraph nine is denied.

30

10. He admits the institution of the summary proceedings mentioned in paragraph ten, but denies that the sum alleged to be due was excessive. He denies that he entered into any unlawful conspiracy with said Denis Krikokias.

11. He has no information as to the manner of

service of process in said proceeding, complainant was in court when said proceeding was called and offered no objection to the entry of judgment for possession in favor of this defendant.

12. He denies any knowledge of complainant being without proof of payment of rents and that he, this defendant, induced said Denis Krikokias to absent himself during the pendency of said summary proceedings. He admits that on or about December fifteenth, 1922, this defendant obtained a judgment for possession in said proceedings, and that a warrant of removal issued on or about December eighteenth, 1922, and that he was put in possession by virtue of said warrant of removal, on or about December nineteenth, 1922. He denies that at the time of his obtaining possession under said warrant of removal that said Denis Krikokias was absent from Atlantic City, the truth being, that the said Denis Krikokias was in said premises on said date, and that the sergeant-at-arms of the District Court of the City of Atlantic City exhibited to the said Denis Krikokias, the warrant of removal, and in the presence of said Denis Krikokias placed this defendant in possession of said premises. Complainant was present in the District Court of the City of Atlantic City when the clerk of said court called the case upon which the judgment for possession and warrant of removal were founded, and offered no objection to the entry of said judgment, and made no offer to pay said rent until after the entry of said judgment after which this defendant was under no obligation to accept payment of said rent.

13. Paragraph thirteen is denied.

20 *Answer of Defendant, Michael Georgetti*

14. Defendant admits the placing of said chattel mortgage in the sum of \$4,000.00.

15. Paragraph fifteen is denied.

16. Paragraph sixteen is denied. This defendant was paid moneys due him upon certain judgments which he had recovered against the partnership and against the partners individually. He denies
10 any conspiracy between this defendant and said Denis Krikokias, and that the said Denis Krikokias paid and overpaid the rent due for December, 1922.

17. He admits that on or about July third, 1922, he discussed with complainant the subject of purchasing his, complainant's, interest in said partnership of the said sum of \$8,450.00, but upon further consideration declined to purchase said interest for the reason that this defendant was about to
20 go abroad, and did in fact go abroad for a period of about three months. He denies that his refusal was based upon any design to obtain said interest wrongfully and without cost.

18. Paragraph eighteen is admitted.

19. Paragraph nineteen is admitted.

20. Paragraph twenty is denied.

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21. Paragraph twenty-one is denied.

22. Paragraph twenty-two is denied.

23. Paragraph twenty-three is denied.

24. Paragraph twenty-four is denied.

25. Paragraph twenty-five is denied.

26. Paragraph twenty-six is admitted.

27. Paragraph twenty-seven is admitted, except that the complainant has a one-half interest in the property therein described.

28. For some time prior to July, 1922, complainant and said Denis Krikokias, partners as aforesaid, had serious differences and disagreements with the result that the said Denis Krikokias ignored said complainant and would not permit him to participate in the business of their said partnership. 10

29. As a result of said disagreements and differences, negotiations were entered into whereby it was agreed that the said complainant could purchase the interest of said Krikokias in said partnership for the sum of \$10,000.00, or that the said Denis Krikokias would purchase the interest of complainant for the sum of \$8,450.00, and on or about July third, 1922, they met at the office of Burton Gaskill, Esquire, who represented said Denis Krikokias, with a view of one or the other of said parties completing said purchase. Said complainant then and there offered to purchase the interest of said Krikokias for the sum of \$10,000.00, which was declined by the said Denis Krikokias; this defendant then discussed with the said complainant the purchase of his interest at \$8,450.00, but upon further consideration declined to purchase the same for the reason that he was about to go abroad as hereinbefore stated; said Krikokias then signified his willingness to purchase the interest of said complainant at said sum, and applied to this defendant for a loan of the money 20 30

with which to buy the same; this defendant then and there agreed to loan said Krikokias \$5000.00, provided he, said Krikokias, could raise the balance, which he endeavored to do from one Michael Sursock, but failed, and the matter was then dropped.

30. Said differences and misunderstandings between complainant and the said Krikokias, continued and complainant on or about August second, 1922, 10 filed his bill in this Honorable Court, praying that the partnership existing between complainant and said Krikokias be dissolved, and the partnership affairs wound up and disposed of; upon the filing of said bill an order to show cause was granted by his Honor the Chancellor, why a receiver should not be appointed to take over and wind up the assets and affairs of said co-partnership, which said order to show cause was returnable on August seventh, 1922. Pending the return of said order to show 20 cause, negotiations were entered into between the said partners, complainant and said Krikokias, with the result that complainant agreed to sell his interest in said partnership to said Krikokias for \$7500.00, and on August twelfth, 1922, said Krikokias paid to complainant on account of said purchase the sum of \$500.00; the said Krikokias was unable to raise the balance with which to purchase said interest and on or about August twenty-first, 1922, the said partners agreed upon the terms upon 30 which the differences and misunderstandings were adjusted, and entered into a formal written agreement whereby it was agreed that they should be co-partners for the term of five years.

31. At the time of the filing of said bill the said partnership was indebted to various creditors in the

sum of \$6312.00, as is set out in paragraph nine of said bill.

32. The proceeds of said chattel mortgage of \$4000.00 was used for the purchase of paying a portion of the debts due and owing by said co-partnership, some of the creditors having reduced their claims to judgment, this defendant being among those who did so reduce their claims to judgment.

33. From the time of the letting of said premises to the said complainant and said Krikokias, to December of 1922, this defendant had great difficulty in the collection of the rent reserved under the terms of said lease; the rent never being paid when due, and this defendant frequently taking notes for said rent, and on December first, 1922, there became due and owing to this defendant for said rent the sum of \$474.88, \$300.00 of which being the installment due on said December first, 1922, and the balance for rent theretofore due, together with \$74.88, being for excess water rent which was due August first, 1922, and under the terms of said lease was due and payable to this defendant from said partners.

34. On or about December sixth, 1922, this defendant filed his affidavit in the District Court of the City of Atlantic City, setting out the amount so as aforesaid due, to him for rent and a summons to show cause before said court why possession of the premises described in the said affidavit should not be delivered to this defendant was duly issued; said summons to show cause was returnable on the thirteenth day of December, 1922, and was duly served upon said co-partners; on the return of the said summons to show cause, the case was duly called

by the clerk of said District Court and the said complainant, who was present in court at the time of calling said case, making no objection, judgment for possession was rendered in favor of this defendant; that subsequent thereto there was issued a warrant of removal which was duly executed by the sergeant-at-arms of said District Court on or about December nineteenth, 1922, by demanding of said Denis Krikokias to remove from said premises and deliver possession to this defendant, which was done.

The latter part of December, 1922, this defendant entered suit in the District Court of the City of Atlantic City to recover the sum of \$474.88, being the amount of said rent, with the result that judgment was entered in the said District Court of Atlantic City for the said sum, together with costs of suit, execution was issued and a levy made upon the assets of said partnership; that other creditors of said partners reduced their claims to judgment and executions were issued and levies made thereunder, and in the early part of January, 1923, the sergeant-at-arms of said District Court advertised and sold under said sundry executions, one or more of which were against the complainant individually, the assets of said co-partnership, and the right, title and interest of the said complainant in said partnership assets was offered at public sale, and this defendant being the highest bidder, the same was struck off and sold to him.

Both said complainant and the said Krikokias were present at the time of said sale, and interposed no objection to said sale.

35. Subsequent to the purchase of said assets by this defendant, he entered into a written contract

of lease with the said Frank Fiore and Georgie Krikokias, and sold to them the assets of said co-partnership, so as aforesaid purchased.

36. Pending the suit in the District Court for the recovery of possession of said premises, said Denis Krikokias and Georgie Krikokias, his wife, made frequent applications and requests that this defendant enter into an agreement with them that one or the other of them be given a lease for said premises, said requests and applications being made to both this defendant and his counsel, and which said requests and applications were refused. 10

37. After this defendant was put in possession of said premises by virtue of said warrant of removal, both this defendant and his counsel were again requested to enter into an agreement with the said Denis Krikokias and Georgie Krikokias, his wife, to execute a lease to one or the other of them, which said requests were refused. 20

38. Some two or three days prior to the said sale by said sergeant-at-arms of the District Court, said Denis Krikokias and Georgie Krikokias appeared at the office of C. C. Shinn, counsel for this defendant, accompanied by Burton A. Gaskill, Esquire, their counsel, this defendant being also present, and said Gaskill requested this defendant to enter into an agreement whereby a lease would be given to the said Georgie Krikokias, and to include in said agreement a sale of said assets in the event of this defendant being the purchaser thereof, to said Georgie Krikokias, to all of which counsel for this defendant, the said Shinn, replied, that this defendant had steadfastly declined to enter into any 30

agreement or to any wise conspire with the said Denis Krikokias or the said George Krikokias, with respect to a lease and that no agreement would at that time be entered into, and advised the said Denis Krikokias and Georgie Krikokias that in order to protect themselves it would be necessary for them to appear at the time and place of the sale of said assets prepared to buy them in, and that the renting of said premises could not and would not be dis-
10 cussed until after said sale.

39. Subsequent to the purchase of the assets of said co-partnership by this defendant, the aforesaid lease was entered into with Frank Fiore and Georgie Krikokias, who then and there undertook to purchase the furniture, fixtures, utensils and equip-
20 ment of said hotel and restaurant, title to which was in this defendant by virtue of the aforesaid sale by the sergeant-at-arms of said District Court, and the said Fiore and Krikokias gave this defendant their note in payment thereof, and they were put in possession of said furniture, fixtures, utensils and equipment.

40. All of the acts and doings of this defendant hereinabove mentioned and set forth were *bona fide* and in good faith and not in conspiracy with the said Denis Krikokias, Georgie Krikokias and Frank Fiore, or any other person or persons, for the pur-
30 pose of defrauding said complainant. All suits instituted by this defendant against the said Aspiotis and Krikokias as partners, and against said Aspiotis and Krikokias individually, were based upon causes of action accruing to this defendant for moneys lawfully and justly due and owing.

ANSWER OF FRANK FIORE.

This defendant, Frank Fiore, says that:

1. He has no knowledge or information upon which to base a belief as to the allegations in paragraphs one to thirteen inclusive.

10

2. Paragraph fourteen is admitted insofar as it relates to said chattel mortgage for \$4000.00 and as to the balance of said paragraph he has no knowledge or information sufficient to base a belief.

3. He has no knowledge or information upon which to base a belief as to the allegations in paragraphs fifteen to seventeen inclusive.

4. Paragraphs eighteen and nineteen are admitted. 20

5. Paragraphs twenty to twenty-five inclusive are denied.

6. Paragraph twenty-six is admitted.

7. That part of paragraph twenty-seven relating to the receiver being in possession of the property of the partnership existing between this defendant and Georgie Krikokias he admits, but denies as to the ownership of an undivided one-half interest therein by said complainant. 30

8. This defendant entered into said lease, and together with the said Georgie Krikokias took pos-

session of said premises in good faith; he together with the said Georgie Krikokias purchased from Michael Georgetti the furniture, equipment, utensils and etc., and gave said Georgetti their note in payment thereof, and were put into possession of said property by the said Georgetti.

9. This defendant has expended a large sum of money making certain improvements and alterations
10 on said property so that the business of said partnership would be more profitable.

10. He denies that he has conspired with the said Georgetti, Denis Krikokias and Georgie Krikokias, or any other person or persons, to injure and defraud the complainant or to in any wise deprive him of any property or rights.

11. He denies that said complainant has any prop-
20 erty or interest whatsoever in any of the assets of the partnership existing between this defendant and the said Georgie Krikokias.

WM. ELMER BROWN, JR.,
*Solicitor for and of Counsel with
Defendant, Frank Fiore.*

30 ANSWER OF DENIS AND GEORGIE
 KRIKOKIAS.

The defendants, Denis Krikokias and Georgie Krikokias, say:

1. They admit the allegations of the complainant's bill, except as hereinafter stated.

2. With respect to the plan and procedure to oust the said complainant, as is alleged, these defendants say that the same was instigated by said Michael Georgetti; that defendant, Denis Krikokias, always urged upon the said Georgetti that complainant should be paid for his interests in the premises but the said Georgetti insisted upon the plan and procedure described in the bill of complaint, and Denis Krikokias was powerless to interfere with such plan, and feared so to do lest he jeopardise his interests 10 by obtaining the ill will of said Georgetti, and these defendants had always hoped, nevertheless, that the said complainant would be compensated for his interests in the premises.

3. The said Georgie Krikokias, appearing to hold with the said Frank Fiore as set forth in paragraphs 18 to 20, inclusive, has no interest in the premises, except as trustee for said Denis Krikokias, and the apparent interest of Georgie Krikokias was estab- 20 lished at the instance of said Georgetti, or others in his behalf acting.

4. All proceedings, including suit for possession of said hotel, as aforesaid, and certain sales which were held in January, last, when the interests of Denis Krikokias and complainant in all the furniture and equipment at said hotel were alike sold at public sale to said Georgetti, were permitted and suffered by these defendants to be had without their 30 interference or bidding at such sales, only upon agreement first had between them and said Georgetti that the interest of said Denis Krikokias in the premises would be fully protected and conserved to him, and assurances that the said proceedings would be mere empty formalities so far as the interest of

Denis Krikokias was concerned. Prior to the carrying forward of the proceedings above referred to, to oust complainant from the Hotel Georgetti and all his interests therein, these defendants for protection of the interest of Denis Krikokias, impertuned the said Georgetti and his counsel to give them written evidence that the interests of Denis Krikokias would be protected against such proceedings, which requests were refused, but always with
10 the verbal agreement that such protection would nevertheless be given by said Georgetti, all of which was accordingly done, or attempted to be done, on the part of said Georgetti, by the placing of Georgie Krikokias in possession of the said hotel and premises, along with said Frank Fiore, all after the summary proceedings and sales aforesaid, against the said complainant, and no consideration whatever was paid by Georgie Krikokias or Denis Krikokias to said Georgetti for any rights or benefits in the
20 premises; except that some old furniture belonging to said Georgetti was sold to said Georgie Krikokias and Frank Fiore for \$250, but such furniture was never any part of the holdings of said complainant and Denis Krikokias (said sum of \$250 was included in a promissory note given by Georgie Krikokias and Frank Fiore to Georgetti, for \$1400, representing an amount also for which Georgetti claimed to be a creditor of the partnership of Denis Krikokias and Louis Aspiotis).

30

Defendants pray that the interest and rights of Denis Krikokias, held as aforesaid, be conserved to him, notwithstanding all and that he have such other relief in the premises as this court may deem just.

DENIS KREKOKIAS,
GEORGIE KREKOKIAS.

REPLICATIONS.

(Filed June 15, 1923.)

The complainant joins issue upon the answers of Georgie Krikokias and Denis Krikokias.

The complainant joins issue upon the answer of Frank Fiore.

10

ELWOOD C. WEEKS,
Solicitor for the Complainant.

REPLICATION TO ANSWER OF GEORGETTI,
DEFENDANT.

(Filed June 12, 1923.)

In reply to the defense stated in paragraphs 30, *et sequor*, of the answer and not anticipated in the bill of complaint, complainant, by leave of court, says:

20

It is true that a bill was filed in this court in August, 1922, in behalf of complainant, by Clifton C. Shinn, then representing complainant, as is said in paragraph 30, and that a new partnership agreement was entered into between complainant and said Denis Krikokias as the result of such suit, and complainant alleges that such partnership agreement would still be in force and effect between him and said Denis Krikokias, except for the fraudulent conduct of the said Georgetti, as aforesaid.

30

It is also true that the rent was often in arrears, as stated in paragraph 33 of the answer, but the defendant, Georgetti, always consented to such ar-

rearage, accepted checks for the rent past dated, and promissory notes for such rental on numerous occasions, for consideration always paid to him by complainant and his partner, Denis Krikokias, which payments were for the privilege of allowing the rents to remain in arrears for short periods and the payments made for such privileges amounted to large sums of money, to wit: upwards of \$500.

10 In reply to the allegations of paragraph 34, complainant alleges that he is informed and believes that some sale was had (at which complainant was not present) either in December or January, last, when an effort was made by the said Georgetti and his attorney in his behalf, to sell this, complainant's, interest in the personalty at the Hotel Georgetti, aforesaid; and also the interest of the partnership as between complainant and said Denis Krikokias therein, to all of which complainant had a one-half undivided interest; that at one of such sales, 20 instigated by the said Georgetti or his attorney, and regardless of whose suit, the said interests of complainant and Denis Krikokias and all their property in said hotel and restaurant were sold to the said Georgetti for the sum of \$550.00. Complainant alleges, however, that such sale or sales, if made, were induced by, and founded upon, fraudulent and unconscionable conduct on the part of the said Georgetti, and amounted to mere artifices or shams and were in fraud with secret understandings between 30 the said Denis Krikokias, Michael Georgetti, in that it was agreed among all of them, that the purpose of the sales above referred to was to close out the interest of the complainant and there was, in fact, an agreement between the said Georgetti and the said Denis Krikokias that no benefit or advantage would be taken of such sales so far as the interests of the said Denis Krikokias was concerned; and it

is true that at numerous times prior to the holding of the said sales the said Denis Krikokias requested of the said Georgetti and likewise of his said attorney, Clifton C. Shinn, an agreement in writing which would secure the rights of the said Denis Krikokias in spite of such contemplated sales, as aforesaid, and said Georgetti, prior to the holding of any such sales, agreed with said Denis Krikokias verbally that he would protect the rights of the said Denis Krikokias from the effect of such sales and save his 10 interests to him; and such agreement was, in fact, carried out, after the sale, by the lease to said Georgie Krikokias and Frank Fiore, a copy of which lease is annexed to complainant's bill, and also as well the turning over to Georgie Krikokias of the possession and interest of her husband, Denis Krikokias, all of which agreement was had and actions done without consideration being paid by said Georgie Krikokias to said Michael Georgetti. The 20 allegations of paragraphs 35 and 39 notwithstanding; the full interest of Denis Krikokias in the premises as existing before any proceedings were taken by said Georgetti, as aforesaid, being placed in Georgie Krikokias as trustee for Denis Krikokias to carry out the aforesaid assurances by Georgetti that such interest would be protected; and the note to the said Georgetti, referred to in paragraph 39, was, in fact, to represent a sum which the said Denis Krikokias and Frank Fiore at that time agreed was due the said Georgetti by way of debt from the part- 30 nership between complainant and Denis Krikokias, and otherwise, including an item of \$250 for furniture sold by said Georgetti to Georgie Krikokias and Frank Fiore, in which furniture complainant never had any interest, all of which actions and doings were likewise in fraud against this complainant.

It is hereby stipulated by and between the respective counsel that the case of Aspiotis v. Georgetti, *et als.*, shall proceed today to final hearing, as if and to the same effect as if a formal order of reference had been entered referring the same for that purpose to Honorable Robert H. Ingersoll.

LOUIS ASPIOTIS, the complainant, sworn.

10

Direct examination.

By Mr. Weeks:

Q. Mr. Aspiotis, you are the complainant in this case, are you?

A. Yes, sir.

Q. Are you familiar with the Hotel Georgetti as now known?

A. Yes, sir.

20

Q. Do you know what the former name of the hotel was?

A. New Central Hotel and Restaurant.

Q. Had you heretofore conducted any business at the hotel?

A. Yes, sir.

Q. What kind of business?

A. Restaurant; hotel and restaurant.

Q. And what else?

A. A hotel, restaurant and bar.

30

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

A. I started the restaurant early in September, 1919, and the hotel on the first of May, 1921.

Q. When did you cease in your own behalf to conduct such business?

A. I started the restaurant early in September—

Q. Pardon me, you told us when you started the business; now tell me when you stopped the business, so far as you were concerned?

A. Nineteenth of July, 1922.

Q. When you conducted the hotel did you have a lease for it?

A. Yes, we got a six years' lease from the first of May, 1921 to the first of May, 1927.

10 Q. Who was the lease made by?

A. Made by Mr. Shinn.

Q. No?

A. Georgetti, myself and Mr. Dennis Krekokias.

Q. Georgetti was the owner of the property?

A. Owner of the property and I and Mr. Krekokias was partners.

20 Q. Had you and Mr. Krekokias been in partners in the restaurant business at that property before you entered into the lease that you now speak about?

A. Yes, sir.

Q. How long before the lease to which you refer had you and Krekokias been in business there?

A. Well, we start the restaurant early in September, 1919, and we took the new lease from Mr. Georgetti on the twentieth of August, 1920, and that lease he start on the first of May, 1921, for the whole property there.

30 Q. Now when you took the lease for the property was the hotel furnished?

A. No furnished.

Q. At whose expense and cost was the hotel furnished?

A. We expense, we furnish the hotel.

Q. Who do you mean by we?

A. Myself and Mr. Dennis Krekokias.

Q. How many rooms are in the hotel?

A. 44 rooms.

Q. Did you and Dennis Krekokias, your partner as you say, furnish all the hotel, the rooms?

A. Yes, sir, except some old furniture that Mr. Georgetti had there that goes with our lease.

Q. How much old furniture did Georgetti have in there, in the hotel?

A. Some old bureaus, some chairs, that is all he had there.

Q. Can you tell us, give us any idea, how many rooms his furniture would furnish? 10

A. Not one room furnish, just was a few pieces of chairs and bureau, that is all that was there.

Q. Any beds?

A. No beds, no linen or nothing, just a few, about twenty-three bureaus, fifty chairs, I guess, something like that.

Q. Can you tell us how much you and Krekokias spent in furnishing the hotel? 20

A. About \$20,000.

Q. Now then, how about the restaurant in the hotel, who furnished the restaurant?

A. Complete, everything, restaurant, hotel, about \$20,000.

Q. You mean the restaurant anyway cost \$20,000?

A. Cost \$20,000.

Q. Did Georgetti or anybody outside of you and Krekokias have anything to do with furnishing the restaurant or equipping it? 30

A. No, sir.

Q. Kitchen?

A. No, sir.

Q. Pantries?

A. No, sir.

Q. Where is the lease to which you refer made by Georgetti to you and Dennis Krekokias?

A. When had that mortgage from Mr. Perskie he got the lease.

Q. You think Mr. Perskie has the lease?

A. Mr. Perskie got the lease and the mortgage, on furniture, from New York.

Q. Before you signed the lease with Georgetti did you have any agreement with him concerning repairs or alterations to the hotel?

A. Yes, sir.

10 Q. What was the agreement?

Mr. Cole: I object.

Q. Was it in writing?

A. No.

Q. Not in writing?

A. No.

Mr. Cole: I suppose the agreement is all merged
20 in the written lease. I would like to see that.

The Court: Before you entered into the lease with Georgetti you had an agreement?

A. Yes, before he started, before we make the lease we agreed this and that.

Mr. Weeks: If your Honor please, of course, the lease wouldn't speak upon it if it was a separate
30 and prior agreement.

Mr. Cole: No, the very object of the writing, merged.

The Court: Why not have the lease?

Mr. Weeks: Mr. Perskie will, no doubt, produce

the lease later. As a matter of fact counsel in their pleadings admit the lease.

Mr. Cole: We are not denying it now, but what he is trying to do is prove an independent oral contract.

The Court: I will sustain the objection.

Q. I show you a paper taken from the files in this case, being the bill of complaint, and call your attention to one page of it and ask you what that is? 10

A. This is the lease we make with Mr. Georgetti.

Q. Is that a copy of the lease?

A. Yes, sir.

Q. That you have been testifying about?

A. Yes, sir.

Q. Will you look at that lease and tell us whether it has anything to say about the repairs and alterations that you have been testifying about?

A. Nothing on the lease. 20

Q. Were the repairs made prior or subsequent to the making of the lease?

Mr. Cole: I object. I don't see it has anything to do with this bill. What has that to do with this case, the fact that there was an agreement?

The Court: I don't know, but in the answer Georgetti admits making the lease described but denies it was made after such improvements were made. I don't know what relevancy it may have, both sides seem to consider it. 30

Mr. Weeks: If your Honor please, it is merely to give the Court an idea of the investment of these parties in that hotel.

Mr. Cole: Then I object on the broad ground nothing to do with the case.

The Court: Sustain the objection.

Q. How much money did you spend in repairs on the Hotel Georgetti?

Mr. Cole: I object. It is irrelevant.

10

The Court: How is that competent, Mr. Weeks, under your bill? I haven't read the entire bill.

Mr. Weeks: Perhaps it isn't.

The Court: Sustain the objection.

Q. Now, Mr. Aspiotis, in July of last year, did you have any conversation or dickering with Georgetti, the defendant, concerning a purchase of your interest in this business at the hotel?

20

A. Yes, sir.

Q. Where did the conversation take place?

A. In Mr. Shinn's office.

Q. Do you know what part of July it was?

A. It was on the third of July.

Q. And at that time was any agreement reached between you and Georgetti as to the sale of your interest?

30

Mr. Cole: Answer that yes or no.

A. Yes.

Q. What was agreed to be done?

A. Well, Mr. Georgetti and Mr. Dennis Krekias, they should buy my share, I don't know how

they arrange between themselves, but Mr. Georgetti and Mr. Krekokias should buy my share of it for \$8450 and assume the debts.

Q. You say that Mr. Georgetti agreed to do that?

A. I think they agree, yes, sir.

Q. And that took place at Judge Shinn's office?

A. Yes, sir.

Q. What was done after that meeting?

A. Well, Mr. Shinn and Mr. Gaskill tell him to come back eight o'clock, so about six o'clock said 10 come back, he come here eight o'clock at night to make the papers and sign it, so eight o'clock went there together, we working making the agreement and everything, almost was done, about quarter to nine Mr. Shinn came over with Mr. Gaskill and tell me that deal fell through, Mr. Georgetti says won't buy the place, he said he changed his mind.

Q. Now, Mr. Aspiotis, do you know what debts were against the partnership at that time?

A. At that time was seventy-two hundred and 20 some cents, Mr. Shinn had the statement in his hands of the debts.

Q. Do you know whether the debts increased or decreased after that before the time that you say you quit the business?

A. The debts was less when I quit the business.

Q. The debts were less?

A. Yes, sir.

Q. Do you know what they were?

A. Were close, about a little over four thousand 30 dollars; I don't know exactly, a little over four thousand dollars.

Q. Was that including the chattel mortgage?

A. Had no mortgage at that time, before we started we took the mortgage, I mean before we got the money from the mortgage was about four thou-

sand dollars and some, I don't know exactly how much it was.

Q. You got the mortgage money after?

A. After, with the court expenses, the mortgage close to five thousand.

Q. Now you speak about a mortgage, what do you mean by that?

A. Well, we got a few suits to Mr. Georgetti, owe some money to Mr. Georgetti.

10 Q. You owed Mr. Georgetti and you owed some other person?

A. And Mr. John Carones, and besides I owed some more personal money to Mr. Shinn there, two hundred dollars.

Q. Now what was the necessity for your getting the mortgage?

A. Was little more than four thousand dollars before we got any.

20 (Question repeated.)

A. Because they sue us and they force us to do it.

Q. And do you know who was doing the forcing?

Mr. Cole: I object. That calls for a conclusion.

(Question withdrawn.)

30 Q. So what did you do with respect to a mortgage?

A. Pay everything owing to Mr. Georgetti, two thousand dollars to Mr. John Carones, we pay Mr. Shinn, and a few other bills, I don't remember exactly.

Q. How much was the mortgage for?

A. The mortgage was for four thousand dollars.

Q. Made by whom?

A. By Mr. Nathan Kears.

Q. No.

A. By Mr. Perskie. By myself and Mr. Krekokias and Mr. Nathan Kears.

Q. You say that out of the proceeds of the mortgage the debts that you refer to were paid?

A. Yes, and Mr. Perskie pay that money.

10

Q. When was it?

A. It was sometime in November.

Q. Last?

A. Last November.

Q. Now after that you say you ceased your business at the hotel; how did that come about?

A. I didn't catch that word.

Q. You stopped your business at the hotel?

A. Yes.

Q. How did you come to do that?

A. Of course I was dispossessed, they put us out.

20

Q. Who did that?

A. Well—

Q. At whose suit?

A. Mr. Georgetti sue us for the rent.

Q. Do you know what rent it was for?

A. For three hundred dollars.

Q. What month?

A. Month of December.

Q. When, what year?

30

A. 1922.

Q. Who had been paying the rent?

A. For them three or four months.

Q. For the previous months, since summer?

A. Myself and Mr. Krekokias.

Q. Do you know whether you paid the August rent last year?

A. No, Mr. Krekokias pay that; he got the receipt.

Q. Who paid the September rent?

A. He pay that.

Q. Who?

A. Mr. Krekokias.

Q. Who paid the October rent?

A. Mr. Krekokias.

Q. And the November?

10 A. Mr. Krekokias.

Q. And did you personally have any proof of whether or not the rent was paid?

A. I never see no receipts, but I know the rent was paid.

Q. Were you having some trouble with your partner Krekokias?

A. Yes, we have.

Q. At that time?

A. Yes, sir.

20 Q. Now when the suit for possession was on in December where were you and what did you do?

A. Well, when we put that mortgage for the money on twenty-ninth of November last we handed the balance to Mr. Perskie, eighty dollars and something made out to myself and Mr. Krekokias and the first of December we got the check from Mr. Goos, the man who owns the bar down below, two hundred twenty-five dollars.

30 Q. Pardon me, the check from Mr. Goos was for what?

A. For his, for the rent, the business on the first floor, down below.

Q. What was it paid for?

A. For his rent.

Q. Did he rent from you the bar?

A. Yes, sir.

Q. And the check of eighty dollars and something, to which you refer in the hands of Mr. Perskie, what was that for?

A. For the rent.

Q. How did Mr. Perksie hold it?

A. Mr. Perskie paid all the money from the mortgage there, he paid the money himself.

Q. And the eighty dollars represented what?

A. The balance of the money.

Q. Balance after paying the debts?

10

A. After paid the debts.

Q. When you found that Georgetti had made the suit for possession in December, what did you do?

A. Well, on the fourth of December last, Mr. Georgetti came and asked me the rent; I say "Mr. Krekokias give you them checks for the rent?" He says, "No, I don't know anything about it," and it was Wednesday, and he says, "if you don't pay by tomorrow, I am going to send Mr. Shinn to sue on Friday," so the next morning, Thursday morning, 20 I seen Mr. Dennis wasn't here. Mr. Dennis left for Washington on the second of December, and on the fifth of December, was Thursday, we received dispossess papers and I asked Mr. Georgetti, "You told him you going to sue on Friday, what for you send papers this morning?" He said, "Mr. Shinn made a mistake," that Mr. Georgetti tell me.

Q. What did you do, if anything, to find out whether the rent was paid?

A. Why Mr. Dennis Krekokias was not here, so 30 went upstairs and asked—

Q. Did you try to find Dennis Krekokias?

A. I tried but he wasn't in town.

Q. What did you do?

A. I asked Mrs. Krekokias, "Where is Dennis and what he done with them checks, did he pay, yes or

no," so Mrs. Krekokias says, "Don't worry, he will be back before the trial will be on," so I was waiting until for Mr. Dennis Krekokias to come from, I think it was Washington, I heard.

Q. How many times did you go to the hotel to see if Dennis was back?

A. I was here every day; I was running the business then.

Q. You were there?

10 A. Yes, I was running the business.

Q. Were you in court on the day the case came up?

A. Yes, sir; myself.

Q. Did you talk with the Judge of the District Court about it?

A. Yes, sir; I asked the Judge Repetto, and I says, "Judge Repetto, I am in big trouble with my partner and please give me a little time to see where he is, in case I will find him, I will find the money to
20 pay myself," so Judge Repetto told me you got three days, and when you get the money you go and pay Mr. Shinn and pointed to Mr. Shinn right in the corner there.

Q. Mr. Shinn sat there?

A. Right in the corner next to Mr. Perskie.

Q. Did Judge Shinn say anything? Did Judge Shinn make any reply?

A. I didn't hear.

30 Q. What did you do after Judge Repetto, pointing to Mr. Shinn there, told you to pay it in three days to Mr. Shinn?

A. On Friday morning, quarter to ten, I went in Mr. Repetto's office on Tennessee Avenue, and I told Mr. Repetto, "Mr. Repetto, I got the money for the rent, please you call Mr. Shinn and tell him."

Q. How much money did you have with you?

A. I had all the money myself there; I got four hundred seventy-five dollars and something.

Q. You had all that was claimed?

A. Yes, sir.

Q. What else?

A. Mr. Repetto told me, says, "That will be fine, it will go to Mr. Shinn," so Mr. Repetto took the phone and the line was busy and he told me to go to the District Court and wait for me there. I went over there, so I was waiting for the District Court and Mr. Repetto came over and took the phone and called Mr. Shinn and they was talking about ten or fifteen minutes, both of them, I couldn't understand what they were talking about. 10

Q. How long were they talking?

A. About over ten minutes, so after they finished Mr. Repetto comes to me and says, "Mr. Aspiotis, I am awfully sorry, Mr. Shinn won't accept the money, he want the property," and I left.

Q. Now did you, after the dispossess proceedings were terminated, did you go to Mr. Georgetti and have any conversation with him as to whether or not he would contract? 20

A. Yes.

Q. When?

A. When I learned from Mr. Repetto, gave me the answer, I went and found Mr. Georgetti and I told him.

Q. Was that the Friday after the——

A. Sometime after I left the office of Mr. Repetto. 30

Q. That was the Friday after the case came up in court?

A. Yes, sir, two days after, so when I took the, found Mr. Repetto couldn't do anything for me, I went and found Mr. Georgetti and I told him, he says to me "to go on and see my lawyer, I have

nothing to do, anything Mr. Shinn do will be all right for me and to see him" so he won't give me no satisfaction, so the same night had a meeting down the restaurant and I had Mr. Constantine Stoicos was there, there was about twenty people in the restaurant, he had a meeting and was going to fix the matter in some way tonight and straighten everything.

Q. I understand Mr. Georgetti was there, was he?

10 A. Yes, Mr. Georgetti was there, and about fifteen more people.

Q. At the restaurant Friday evening date you talked with Judge Repetto?

A. Yes, same night.

Q. Tell us what the conversation was?

20 A. Mr. Stoicos said to Mr. Georgetti, "Mr. Georgetti, I know I have this money from them fellows, eight hundred dollars, I will give you check right away now and I will guarantee you the rent will be paid all the time, and let these fellows go the way they was going." So Mr. Stoicos said to Mr. Georgetti that he was ready, he had the check and was ready to make the check for all the amount coming to Mr. Georgetti. So Mr. Georgetti says, "I can't do anything now; it is too late; the lease, I promised the lease," or "the lease is made already."

30 Q. Had your rent at the place been frequently in arrears?

Mr. Cole: I object.

The Court: What relevancy can that have?

Mr. Weeks: If your Honor pleases, they allege in their bill that it was frequently in arrears and

we set up that it was in arrears by Georgetti's consent and that he accepted bonuses for such arrearages, &c.

The Court: What do you mean by they allege in their bill?

Mr. Weeks: In their answer.

Mr. Cole: You alleged in your bill. 10

Mr. Week: I allege nothing in the bill about rent being in default.

Mr. Cole: I submit it is irrelevant.

The Court: Sustain the objection.

Q. Did you, during December last, have a conversation with Georgetti about whether he had received the rent for December? 20

A. I told him, certainly, I told him on the fourth day of December if he got money for the rent and he told me that he has no money at all.

Q. On the fourth of December?

A. On the fourth of December and he told me that in case I won't get my money by tomorrow, I think, Thursday, next day, "I sue you on Friday."

Q. Mr. Aspiotis, you didn't have anything to do with the hotel after this dispossess proceeding that you speak about in December, did you? 30

A. To tell you the truth I never pass over there and I was ashamed to face the people.

Q. Where were you employed from that time?

A. I was working at the Ambassador Hotel as a waiter.

Q. Were you working there in March last?

A. Yes, sir.

Q. Were you waited upon there at the Ambassador Hotel by any parties to this suit in March?

A. Yes, sir; one day I was up in the restaurant—

Mr. Cole: Yes, and that is the answer.

The Court: That answers it.

10

Q. Tell the Court of the occasion.

Mr. Cole: Were you there?

Q. Who came to see you at the Ambassador Hotel that you refer to?

A. I was in the restaurant and the head waiter came over to me and told me that "Louis, two people is waiting"—

20

Mr. Cole: I object. What is this trying to do to Mr. Georgetti? I object unless you put Mr. Georgetti there.

The Court: Yes, sustain the objection.

Mr. Weeks: Not only Georgetti; there are other defendants; Mr. Fiori is a defendant.

30

Mr. Cole: Of course I am representing Georgetti, and I object to any testimony unless he was there; of course if it is against everybody else I can't object to, but I want to preserve my rights so far as my client is concerned.

Q. Who came to see you at the Ambassador Hotel in March that you just referred to?

A. Mr. Dennis Krekokias and Mr. Gaskill.

Q. What Gaskill?

A. Mr. Gaskill, this gentleman, Gaskill.

Q. Burton Gaskill?

A. Yes, sir.

The Court: Who represents Dennis Krekokias, anyone? An answer is filed marked pro se.

Mr. Weeks: Nobody appearing in his behalf. 10

Mr. Brown: Mr. Weeks represents him in the Fiori case.

Mr. Cole: The indications are, without looking around the room, that Aspiotis and Krekokias are in harmony; that would be my guess.

Mr. Weeks: That is true, perhaps.

Q. Who came to see you? 20

A. Mr. Dennis Krekokias and Mr. Burton Gaskill.

Q. And what did they say to you?

Mr. Cole: I object as to Mr. Georgetti.

Mr. Brown: Same objection as to Mr. Fiori.

The Court: Admitted to bind Dennis Krekokias who is a defendant. 30

Q. What was said?

A. Mr. Gaskill handed me a bill there and he told me "please sign this bill" and had me to say what the bill was and he said "some bill for you help

Mr. Dennis out." I say, "What?" He said, "If you sign this bill you help Mr. Dennis and get the thirty-five hundred dollars Mr. Georgetti is giving him for his share." I told Mr. Gaskill, "What I get if I sign it?" He said, "You don't get anything." I said, "What for I sign it?" And he said, "You help Mr. Dennis, he lose that money if you don't sign it," so I get mad, walk upstairs and tell Mr. Gaskill everybody seems to be crooked
10 against me, and I got mad and went upstairs to my work.

Q. Did you ask Mr. Gaskill to let you read the paper?

A. Yes, and he refused.

Q. Did he read it to you?

A. No, he didn't; I told him to give me the paper and see what was in it.

Q. Did you ever have any altercation with Georgetti at the restaurant?

20 A. I didn't catch the word.

Q. Did you ever have any quarrel with Georgetti at the restaurant?

A. No, sir.

Q. Did you ever ask him to pay any restaurant bill that he owed the firm?

Mr. Cole: I object. Utterly immaterial.

A. No, I don't remember.

30

The Court: What relevancy?

Mr. Weeks: Your Honor, if there were an altercation or quarrel, which I know about, in this case it might have led to hard feelings, and so forth, and be instrumental on Georgetti's side.

The Court: I will sustain the objection at the present time; it is too indefinite, Mr. Weeks.

Q. Did Georgetti take his meals frequently at the restaurant?

A. All the time, yes, sir.

Mr. Cole: I object.

The Court: I will permit that. It is a preliminary question. 10

Q. Did he ever pay for the meals?

A. Never.

Q. Did you present him with a bill for the meals?

A. I told him one day he and——

Q. When was it now, as near as you can tell?

A. It was sometime in June. I asked him, he and his daughter was eating there every day, so I asked him one day, "Mr. Georgetti, how you going to pay them bills?" so he said, "Let me see"—— 20

Q. Did you have the checks or bills?

A. Yes, I had the checks, so he took the checks in my hands and tear up and throw up in the basket in front of the waiter, Gus Stemis.

Q. He tore up all the pay checks you had against him and threw in the basket?

A. And threw in the basket and he left and went out.

Q. He left and went out?

A. Went out.

Cross-examination.

By Mr. Cole:

Q. Where are the bills for the twenty thousand dollars you spent?

A. I have some of them over there.

Q. Some of them?

A. Some of them.

10 Q. Where are the rest of them?

A. That was a new place and was buying almost all.

Q. Just produce all the bills you have for this twenty thousand dollars.

A. I got a restaurant.

Q. Produce them, whatever bills you have.

A. There is a bill from Mr. Max Grossman.

Q. Won't you please produce them?

20 By Mr. Weeks:

Q. Got them here?

A. Yes, I got some of them.

Q. Go get them; where are they?

A. You get them; there is a bill missing there.

Q. See if you haven't some of the bills you refer to.

By Mr. Cole:

30

Q. You pick out the bills against the firm for goods in that restaurant and hotel that you say you paid twenty thousand dollars for?

A. The original bill from Mr. Max Grossman and the Kensington Carpet Company on Atlantic and Kentucky Avenue, I got the small bills there but the

original bill I lost it, but Mr. Grossman can testify I buy very near seven thousand dollars of furniture.

Q. You testified you spent twenty thousand dollars?

A. Yes, and I can prove it.

Q. That is what I want you to do; show us the evidence, except your own testimony, that you spent twenty thousand dollars for goods in that house, and if that is true, let us see.

A. There is other bills here.

10

The Court: Pick them up then.

Mr. Weeks: Pick them up and show them to Judge Cole.

A. Guarantee Check Company, \$145.35; some of them bills is here on this and some not. There are two bills for them people; they amount to \$300.96.

20

The Court: Pick out the bills.

A. All the bills Kensington Carpet Company seven thousand dollars.

Mr. Weeks: Kensington Carpet Company, are those the bills, sixty-eight hundred and something?

Q. Mr. Aspiotis, what I am asking you to do is to show us the bills that you paid to make up the 30 twenty thousand dollars; please do that.

A. I am saying I haven't all the bills here because was a long time.

The Court: Show us what you have here.

Mr. Weeks: Take those bills and tell what they are.

A. These are from Kensington Carpet Company, sixty-eight hundred and something, got right there the exact amount.

By Mr. Weeks:

10 Q. Got the bills there for all that amount?

A. Yes, sir.

Q. For that full amount?

A. For the full amount there.

Q. All right; take the next bill.

A. Several bills here, I never figure, Joseph Myerson, electrician.

Q. How much?

A. I don't know exactly, I never figure.

Q. Are those his bills?

20 A. Yes, all his bills.

Q. And were they paid by you and Krekokias?

A. Yes.

By Mr. Cole:

Q. I want you to show me the bills.

A. To tell the truth I haven't all those bills.

Q. You can't show us what you haven't got, but you can show what you have got.

30

The Court: He has produced a lot of bills of Myerson. Mr. Weeks is trying to straighten them up.

By Mr. Weeks:

Q. Are all these bills that you produce here bills

that you have paid, you and Krekokias, in connection with the furnishing of the Hotel Georgetti?

A. Yes, sir.

Q. Are all the bills that you have paid in that respect here? Are they all here?

A. Not all there. There is bill in Mr. Perskie's hands of three thousand dollars.

Mr. Weeks: I offer them in evidence.

10

(Bundle of bills admitted and marked C1.)

By Mr. Cole:

Q. Are all the items or things on these bills that you produce things which you and your partner paid for and used in that hotel?

A. Yes, sir.

Q. Who kept the books of the hotel?

A. Mrs. Dennis Krekokias.

20

Q. Were you familiar with them?

A. I am partner with Mr. Krekokias.

Q. Have a bank account?

A. Yes, sir.

Q. How much money did the partnership have in bank when the November rent came due?

A. Them days we had no bank account.

Mr. Weeks: I object, that is not cross-examination; doesn't make any difference how much had in bank nor came out.

30

The Court: I will permit it.

Q. How much money did the partnership have in bank when the November rent came due?

A. Them days we had no——

Q. Won't you please answer that, how much money did the firm have in bank when the November rent came due?

A. I don't remember exactly.

Q. Did they put you out after the judgment in the District Court?

A. Yes.

Q. Who put you out?

10 A. Well, one day Mr. Brown came there.

Q. Mr. Brown, the sergeant-at-arms?

A. I didn't see, I wasn't there; Mr. Shinn he came over with somebody and read some paper to them; I wasn't there; so when I return Mrs. Krekokias tell me that Mr. Shinn was here with the sergeant and they dispossess us.

Q. Then you left?

A. I went out, of course.

Q. I say, then you left?

20 A. Yes, sir.

Q. But you were not there when Mr. Brown came to put you out?

A. No, I wasn't there.

Q. Mrs. Krekokias told you he had been there to put you out?

A. Both of them was there.

Q. You say both of them told you?

A. Yes.

Q. And then you quit?

30 A. Because came there——

Q. Did you then quit?

A. Yes, sir.

Q. When you were in court before Judge Repetto did you have any lawyer?

A. I haven't; I never thought of it. I haven't.

Q. Didn't have a lawyer?

A. No.

Q. You knew the case was coming up?

A. Yes, I knew, but I never thought——

Q. You knew that it was claimed that you had not paid the rent?

A. But I never knew——

Q. Did you know that at that time?

A. No, I didn't know wasn't paid.

Q. Weren't you trying to get Judge Repetto to postpone the case until you had time to get the money? 10

A. I told him, I myself ask him to give me time to see my partner.

Q. Asking for further time, weren't you?

A. Because Mrs. Krekokias——

Q. Weren't you asking for further time to pay the rent?

A. I did.

By Mr. Weeks:

20

Q. You told Judge Cole that you were asking for further time to pay the rent; were you asking for further time for any other purpose?

Mr. Cole: I object. That is not re-direct. I was cross-examining on what he said in direct.

The Court: I will permit that.

30

A. Because I told him I have troubles with my partner and he is not here and I don't know what he done with the money; he had the money for the rent and I don't know what he done and where he is, so that is the reason I asked him to give me a little time to go and find the money myself and pay the rent.

Q. And to find your partner to see whether it had been paid or not?

A. Yes, of course.

Mr. Cole: Don't testify.

The Court: Yes, that is objectionable.

10

MRS. GEORGIA KREKOKIAS, sworn for complainant.

Direct examination.

By Mr. Weeks:

Q. Mrs. Krekokias, are you one of the defendants in this suit?

A. Yes, sir.

20

Q. What relation are you to Dennis Krekokias?

A. His wife.

Q. You acquainted with the Hotel Georgetti?

A. Yes, sir.

Q. Have you lived at the Hotel Georgetti?

A. Yes, sir.

Q. For how long?

A. Since May, 1921.

30

Q. And at that time or from that time on to the present time, who has been in charge and conducting the business of the hotel?

A. I manage the upstairs and Dennis and Louis managed downstairs.

Q. What is downstairs to be managed?

A. Restaurant and kitchen.

Q. You had charge of the——

A. Rooms.

Q. —of the rooming end of the hotel and Dennis and Louis Aspiotis conducted the restaurant and bar downstairs?

A. Yes.

Q. Do you know who furnished the Hotel Georgetown?

A. Dennis and Louis Aspiotis.

Q. What is the nature of the furnishings there? Are they—is the hotel partially furnished?

A. It is fully furnished.

10

Q. Fully furnished?

A. Yes.

Q. Sleeping rooms?

A. Forty-four.

Q. Forty-four sleeping rooms?

A. Yes.

Q. And the restaurant, what about the furniture and equipment for that?

A. That was furnished by them.

Q. Furnished by whom?

20

A. Dennis and Louis.

Q. Do you have any knowledge of what the cost of their furnishing the place is?

Mr. Cole: I object to it as being irrelevant. I don't see on this bill what difference it makes.

Mr. Weeks: I am not so anxious to go into the amount.

30

Mr. Cole: Withdraw it and don't.

The Court: Let's don't have the discussion. I would like to hear what is the basis of your question, Mr. Weeks.

Mr. Weeks: If your Honor please, this bill and

our suit is founded upon allegations of fraud on the part of Georgetti, the owner of the hotel. Now it is important that your Honor have some idea of the locus of the thing, the equipment of the place, the expensiveness of the goods, and so forth. Now I think that is material.

Mr. Cole: I am unable to see it.

10 The Court: The Court isn't either. In equity, you are as much entitled to your equity in a few dollars as you are in many.

Mr. Cole: Exactly, of course we shall contend later, even though they prove all they have alleged in the bill, that they are forced to an action of damages if we did them a wrong, no business in equity here.

20 Q. How do you know whether Dennis Krekokias ever tried to purchase the interest of Louis Aspiotis?

Mr. Cole: I object.

A. Yes.

The Court: I will permit that.

Mr. Cole: As against his bill and irrelevant and
30 immaterial.

Q. Did he?

A. Yes, sir.

Q. When was it?

A. July second or third, 1922.

Q. And where did the meeting take place?

A. They told me at the lawyers' office; I wasn't there.

Q. You weren't there?

A. No, I wasn't with them.

Mr. Cole: Then I move it be stricken out.

The Court: Yes.

Q. Do you know of any effort on the part of Geor- 10
getti to buy the interest of Louis Aspiotis in the
business?

A. Yes, Dennis told me that day.

Q. What?

A. Dennis told me that day that Mr. Georgetti
was—

Mr. Cole: I object.

Q. Were you present at any meeting when the 20
question of Georgetti buying the interest of Louis
Aspiotis, at which meeting Georgetti was present,
came up?

A. Oh, yes, that is when they were talking about
breaking the lease, putting Louis out.

Q. When was that?

A. That was before he went away; that was the
second or third of July.

Q. Where did the conversation take place?

A. At the hotel.

Q. At the hotel. Now was Georgetti present, 30
Michael Georgetti?

A. Yes.

Q. Who else was there?

A. Dennis and myself.

Q. What was the conversation touching the mat-
ter?

A. Dennis wanted Mr. Georgetti to give Louis two thousand dollars; he didn't want him to go out without anything.

Q. What did Georgetti say to that?

A. He refused. He says, "Why should I pay him anything when I can put him out for nothing?"

Q. That was last July?

A. Yes.

10 Q. Did he say how he was going to put him out?

Mr. Cole: I object, let's have the conversation.

Q. Tell us the rest of the conversation.

A. He told us not to pay October rent and he would break the lease.

Q. Anything else?

A. That is all I remember. Dennis refused—

20 Mr. Cole: There is no question.

Q. Do you know why—did he say why it should go to October?

A. Well, he was going away; he was going to be out of the country until that time; he was coming back in October.

Q. Going to be back in October?

A. Yes.

30 Q. Now when Georgetti said let the October rent go and he would break the lease, was there any—did you hear Dennis Krekokias and Michael Georgetti have any agreement protecting him, Dennis?

Mr. Cole: I object; that is leading. The witness ought to be required to state the conversation; she heard all of it.

The Court: Yes, that is leading.

Q. Directing your attention to the occasion when you testified Georgetti said let the October rent go and he would break the lease, was there anything said by Dennis to Georgetti, Dennis Krekokias?

A. Dennis refused; he didn't want Louis to go out without anything, he said.

Q. Have you, in behalf of Dennis Krekokias, had any conversation with Georgetti concerning the protection of Dennis' rights?

A. Yes; we wanted him to sign an agreement. 10

Mr. Cole: Just a moment, he is not a defendant in this suit; he is not complaining against Georgetti; we are not required to meet a complaint that Dennis may be making; he is not a complainant.

The Court: No, not at all.

Mr. Weeks: But this conversation is all about getting Aspiotis out; it is the plaintiff's case. 20

The Court: I will permit any conversation with Georgetti concerning the disposition of these people.

(Question repeated.)

A. Yes, I asked him to sign an agreement saying that he would give us the lease after he did put Louis out.

Q. When was this that you asked him? 30

A. This was in October or November, last part of October or first of November.

Q. What did he reply?

A. He and his lawyer said no that they couldn't do that, that would be proof of conspiracy.

The Court: Who said that?

A. Mr. Georgetti's lawyer.

The Court: Which one said it?

A. Mr. Shinn.

Q. Where did that take place?

A. In Mr. Shinn's office.

Q. Was there anything else said about protection of Dennis at that time?

10

Mr. Cole: I want to renew my objection to these questions, it seems to me leading; intelligent witness ought to be able to testify to all she heard.

The Court: Yes, they are leading.

A. Mr. Shinn said that he had always found Mr. Georgetti a straight man and if he made a promise he would keep it.

20 Q. Now, when was this conversation?

A. Along November, I don't just remember dates very well.

Q. It was before the action had actually been brought to dispossess?

A. Just at that time, around that time.

Q. Now was the October rent paid?

A. Not until the twenty-eighth, I think.

Q. Who paid it?

A. I got the money for them.

30 Q. You paid it?

A. Yes.

Q. Was the November rent paid?

A. Yes, sir.

Q. Did you hear Georgetti say after the payment of the October rent, anything concerning the fact that it had been paid?

A. Well, he said we were foolish to pay it, why didn't we let him break the lease.

Q. Now what happened when the suit for possession was on in December? Who was at the hotel? Was Louis Aspiotis there?

A. Louis Aspiotis and myself, yes, sir.

Q. And where was Dennis Krekokias?

A. Out of town. Mr. Georgetti said he had better go away for a few days and he went to Washington.

10

Q. How long during the suit for possession was Dennis Krekokias out of town, so far as you know?

A. I think it was about a week.

Q. Do you know where he was?

A. Washington.

Q. What happened in the proceeding for possession? Did the officer come there with any paper?

A. Yes, I came in and saw Sergeant Brown reading a paper to Dennis.

Q. When was this?

20

A. I don't remember dates.

(Witness temporarily withdrawn.)

WILLIAM L. RISLEY, sworn for the complainant.

Direct examination.

By Mr. Weeks:

30

Q. Mr. Risley, what is your official position, if any?

A. Clerk of the District Court, City of Atlantic City.

Q. Have you, at my request, examined the records of your court for evidence of an execution or executions in suits against Louis Aspiotis and Dennis Krekokias, or either of them?

A. I have.

Q. With the idea of ascertaining whether there was any evidence of a sale on any such execution?

A. Yes.

Q. Did you find any evidence of a sale?

10 A. The records don't show any.

Q. None whatever?

A. No.

Q. Will you produce at this time the files of the District Court containing the papers of a suit instituted by Michael Georgetti in December under landlord and tenant proceedings against Aspiotis and Krekokias?

(Files produced.)

20

Mr. Weeks: I offer for identification an affidavit by Michael Georgetti taken, the jurat dated December 5, 1922, and signed Michael Georgetti, also rule to show cause dated December 6, 1922, also warrant of removal tested or dated December 18, 1922, with the following return on the latter: "I return this writ 12/19/1922 duly served, having dispossessed the defendant and placed the claimant in full possession of the within described premises. E. 30 McDevitt, Sergeant-at-Arms" under that "Constable."

(Papers offered in evidence and marked Exhibits C2, 3 and 4.)

Q. Mr. Risley, will you look through your files

that you have with you and say if you find a suit of John Sykes and others trading as John Sykes against Aspiotis and Krekokias?

(File produced.)

Mr. Weeks: I ask this file be marked for identification.

(File marked C5 for identification.)

10

Q. Will you also produce a file of one Emanuel Pappadoulis against Louis Aspiotis?

Mr. Cole: Mr. Weeks, what is the purpose of this testimony?

Mr. Weeks: Judge Cole, I am calling this witness out of order.

Mr. Cole: What is the purpose of it?

20

Mr. Weeks: The purpose of it is to show later on the actions of Georgetti with these creditors and suitors involving these very claims.

Mr. Cole: How?

Mr. Weeks: Shall I give my evidence now?

Mr. Cole: I have a right, I suppose.

30

Mr. Weeks: I am not offering them in evidence.

The Court: Simply marking for identification.

(File produced.)

Mr. Weeks: I ask that one be marked for identification.

(File Pappadoulis v. Aspiotis marked C6 for identification.)

Q. Will you also produce a file of the Kensington Carpet Company or one Grossman trading as the Kensington Carpet Company against Aspiotis and
10 Krekokias?

A. I am unable to locate that file, misplaced somewhere. It is in the office but not in the proper place and I have not had an opportunity to get it, been too busy.

The Court: Your records show there is such a file?

A. There is such a file. There is such a suit.
20

Cross-examination.

By Mr. Cole:

Q. Mr. Risley, there was a formal judgment entered in the landlord and tenant proceeding?

A. That is in the one in December, yes, sir.

Q. And the execution offered was on that judgment?

A. The warrant of removal was issued on that
30 judgment.

Q. And the return is that they were dispossessed?

A. Yes, sir.

Q. Now in the other cases about which you have testified, were there formal judgments entered?

A. Yes.

Q. Execution went out on one or more of those judgments?

A. Yes, sir.

Q. What became of those executions?

A. Why, they have been returned, case of John Sykes and Son against Aspiotis and Krekokias has been returned on May 3, 1923, wholly unsatisfied.

Q. Is there a case where an execution went out that has not been returned?

A. No, they all have been returned. The case of 10 Pappadoulis against Aspiotis has been returned fully satisfied.

Q. What is the amount of that judgment?

A. Amount of the judgment was \$79.50, \$7.57 costs.

Q. Is there any other case on which judgment was, after the execution issued, where the execution has been returned satisfied?

A. Yes.

Q. Give all of those, please?

20

A. Case of Michael Georgetti against Louis Aspiotis—want the date of the judgment?

Q. No, just the amount.

A. Amount of the judgment \$484.50, \$27.82 costs, execution returned December 2, 1922, fully satisfied. Case of Clifton C. Shinn, against Louis Aspiotis, judgment of \$200, \$13.60 costs, execution returned December 2, 1922, fully satisfied. Case of Michael Georgetti against Louis Aspiotis and Dennis Krekokias, judgment five hundred dollars, costs 30 \$29, returned December second, 1922, fully satisfied. Case of Michael Georgetti against Dennis Krekokias, \$337, \$20.45 costs, execution returned December second, 1922, fully satisfied. Case of Frank Fiori against Dennis Krekokias, judgment \$30, \$5.10 costs, execution returned December 8, 1922, fully satisfied.

Mr. Weeks: Who was the attorney for Fiori at that time?

A. Attorney of record C. C. Shinn. Frank Fiori against Louis Aspiotis and Dennis Krekokias, judgment \$210.10, costs \$14.51, execution returned December second, 1922, fully satisfied. Michael Georgetti against Dennis Krekokias and Louis Aspiotis, judgment \$301.50, costs \$19.07, returned January 10 19, 1923, fully satisfied. That is all.

Q. You offered a landlord and tenant proceeding in December, did you produce those?

A. Landlord and tenant proceeding instituted December 6th, 1922, order of possession allowed on the thirteenth day of December, warrant of removal was issued on December eighteenth, and returned on December 19, 1922, duly executed.

Q. Mr. Risley, have you the landlord and tenant proceedings instituted the month of August for non-payment of rent?

A. Yes, sir.

Q. Will you produce those?

A. Michael Georgetti against Louis Aspiotis and Dennis Krekokias, instituted August 4, 1922, default of rent a thousand dollars.

Q. What happened to that proceeding?

A. That was discontinued if I remember correctly.

Q. Your affidavit there shows non-payment of rent for that month?

30 A. Non-payment of rent.

(Files referred to offered and admitted in evidence and market respectively, Exhibits C7, 5, 8, 9, 10, 11, 12, 13, 14 and 15.)

MRS. GEORGIA KREKOKIAS, resumed.

Direct examination resumed.

By Mr. Weeks:

Q. Were you and Dennis Krekokias put out of the building or asked to go out by Mr. Georgetti or anyone representing him?

10

A. Mr. Shinn said Mr. Georgetti had better have absolute possession, so we went out that night and got a room outside and next day Mr. Georgetti said we could go back in the house but keep the house dark so people wouldn't know we were in there.

Q. Said you could go back the next day and keep the house dark?

A. Yes.

Q. From that time you stayed on?

A. Yes.

20

Q. How about the persons occupying rooms upstairs, were they put out?

A. No, so long as we kept the house dark he said they could stay.

Q. During the time of the suit for possession do you recall whether or not Aspiotis made any inquiry of you for Dennis Krekokias?

A. Yes, he asked me several times where was Dennis.

Q. Did he ask you anything about whether the rent had been paid in December?

30

A. Yes.

Q. Did you tell him where Dennis was?

A. I told him he had gone to Philadelphia.

Q. Now after dispossession proceedings was there a time to your knowledge when there was any con-

versation between Michael Georgetti and Dennis Krekokias concerning what was the attitude of Georgetti towards Dennis?

A. Yes, he promised him the lease just as soon as Louis was out.

Q. He had always done that, hadn't he?

A. Yes.

Q. And did you hear Dennis Krekokias at any time accuse Georgetti of not being faithful in his
10 promise?

A. Well, he was afraid he would double cross him and he was afraid he would promise——

Q. What conversation, if any?

A. I don't know as I can just remember the exact words, Dennis wanted him to sign an agreement so he would feel sure.

Q. No, I don't refer to that. Did you ever hear Georgetti or hear Dennis Krekokias make any threats to Georgetti if he did not give him the lease?

20 A. Yes, after.

Q. When was it?

A. Several days after the dispossess the night man told us one night when we came——

Mr. Cole: I object.

The Court: You can't tell what the night man said.

30 Q. Don't say what was said except by Dennis Krekokias.

A. He said everybody would have to get out of the house. I said, "Does he mean us too?" so we went to find Mr. Georgetti.

Mr. Cole: Who is it talking now?

A. Mr. Georgetti told the night man.

The Court: You can't tell us that.

Q. Did you have any talk with Mr. Georgetti about it?

A. We found him after that and asked him what he meant, if he meant us to go out.

Q. What did he say?

A. Before that we found Mr. Georgetti we were talking with Mr. Fiore and Dennis. 10

Mr. Cole: I object to all this.

Q. What did Mr. Georgetti say to you?

A. He said no that he didn't mean us to go out.

Q. What did Dennis say in case he put him out?

A. He said, "If you double cross us like that after promising us this I will kill you off," something like that. Mr. Fiore pacified him and said no every- 20
thing was all right.

Q. Fiore was there, was he?

A. Yes, that was in his fruit store.

Q. That was after the dispossession proceedings were over?

A. After the dispossession, yes.

Q. Mrs. Krekokias, after all of that, have you any knowledge of any sort of a sale held at the property, the hotel property?

A. Yes, Mr. — 30

Q. And when was it, as near as you can tell?

A. It was in January sometime, I don't just remember the date.

Q. In January?

A. Yes.

Q. Who was present there?

A. Mr. Brown, sergeant-at-arms, and a number of men were there and several lawyers I don't know them all.

Q. What took place now, were you present?

A. Yes, I was there.

Q. Was Dennis Krekokias there?

A. Yes.

Q. Was Louis Aspiotis there?

A. No.

10 Q. What took place?

A. Well, they put—

Mr. Cole: I object for want of relevancy. There is no suggestion in this bill, as I recall there was anything wrong about that sale. Is the sale being attacked?

The Court: What relevancy can that have, Mr. Weeks?

20

Mr. Weeks: If your Honor please, they set up in the answer of Georgetti that the goods were sold by sundry executions. Now then we say that if they were so sold they were sold at the instigation of Georgetti.

The Court: How does that come into your case? It is not a part of your case, is it? You are anticipating what their defense will be.

30

Mr. Cole: That is not all, may it please your Honor, here are valid judgments, according to the record; why wouldn't we sell the goods?

The Court: Yes, but it has been offered in evidence to show that those judgments were obtained through fraud or misrepresentation.

Mr. Weeks: If your Honor please, the evidence now is that certain judgments were taken, executions issued; there is no definiteness about what executions sales were held under, but I think, as a part of our case, since we are attacking those sales, if there were such sales, we should know what happened there.

The Court: You have just stated to me that you were not doing that. You say in the answer that it is so alleged. 10

Mr. Weeks: How is that? Pardon me.

The Court: In your statement to the Court a moment ago you said that was alleged in the answer, not in your bill at all. I say it is not a part of your case if alleged in the answer.

Mr. Weeks: We set up in the replication that we believe there were some sort of sales. 20

The Court: You are anticipating their defense. I will sustain the objection.

Q. Now after the time in December or in January when you say there was some sort of a sale held at the property, what happened with respect to the lease? Was there any lease made out for the premises? 30

A. After that, after the sale was over.

Q. To whom?

A. Given to Mr. Fiore and myself.

Q. And Fiore?

A. Yes.

Q. Was there any purchase by either you or Fiore of any other property or equipment at the hotel?

A. No, nothing but some old furniture.

Q. Was there anything paid to Georgetti by you or Fiore as considered for anything in the way of furniture or equipment at the hotel?

A. He had some old furniture they were using there and he put a bill for \$250 a note that we signed.

Q. You signed a note to whom, Georgetti?

A. To Mr. Georgetti, yes, sir.

10 Q. For how much?

A. For thirteen hundred and some odd dollars.

Q. Do you know what that note represented?

A. Represented judgments for canopy and old debts of the business, the former partnership, and this furniture.

Q. When you say this furniture, what furniture do you mean?

20 A. The old furniture that he had promised in the business, and he fixed it up we could use it as long as they had this hotel until the expiration of their lease.

Q. Was there any sale of any kind of the equipment and furnishings of that hotel or the restaurant?

A. No.

Q. That is by Georgetti to you and Fiore?

A. No.

Q. Now you obtained a lease from Mr. Georgetti at an advanced rental, didn't you?

A. Yes.

30 Q. Why was the lease made to you, do you know, instead of—why was the lease made to you and Fiore?

A. Well, they thought that would protect us against the debts, the old creditors.

Q. Who said that?

A. Mr. Georgetti thought it would be a good idea.

Q. Did you, after the sale, have any meeting with Georgetti, after I mean the alleged sale that you say took place in January, did you have any meeting with Georgetti wherein you discussed whether Dennis should have the property and the lease?

A. Yes, we talked about it but we had to give in anything he said because——

Q. What did he say?

A. About giving Dennis the lease?

Q. Yes.

10

A. Well, he had always promised Dennis the lease and then finally at the last minute he turned it over to me.

Q. How did Fiore come in when he had promised it to Dennis?

A. Well, when we were called to the office one evening to sign the lease Mr. Fiore set there.

Q. What evening?

A. I don't remember.

Q. As near as you can tell.

20

A. Along the latter part of January, I think, middle or latter part of January.

Q. Was it after this sale that you speak about?

A. Yes.

Q. All right, what happened?

A. When we went up there and went with Mr. Gaskill to Mr. Shinn's office to meet Mr. Georgetti there to sign the lease, when we got there Mr. Fiore was there, Mr. Georgetti says, "I have another proposition to make to you, now take my son-in-law in partner," we couldn't very well say no.

30

Q. Why couldn't you say no?

A. We was afraid he would put us out too.

Q. He had promised it to Dennis Krekokias, hadn't he?

A. Yes, he had promised but we were afraid he

might change his mind; we had nothing to show in writing or anything, only a verbal promise.

Q. Did you object to Fiore's going in when he had promised the lease and everything over to you as soon as Aspiotis was out?

A. No, we didn't object because we wasn't in position to object.

Q. You just accepted that proposition?

A. Yes.

10 Q. And the lease was made in your name instead of Dennis Krekokias?

A. It was.

Q. Did you have any interest in the business?

A. No.

Q. Ever paid anything for it or towards it?

A. Well, I helped to make the money that Dennis had in it, of course that part of it, the only interest I had.

20 Q. Do you know whether Fiore paid anything for the position which he now went into?

A. Why no, it was agreed that evening that he was to pay \$3500.

Q. For what?

A. To come in as a partner.

Q. To whom?

A. Well, it was to us, to pay it on the debts to help to clean up the debts.

Q. Was it ever paid?

A. Not that I know of.

30 Q. Now after the lease to you and Fiore and you and Fiore assumed charge at the hotel, was there anything done concerning a claim or judgment of John Sykes?

A. Well, Mr. Georgetti had us sign a note for Mr. Sykes five hundred dollars and he took the note.

Q. Who brought the note to you?

A. Mr. Georgetti. It was all made out and he asked me to sign it.

Q. And that was for what?

A. For the balance on the canopy in front of the hotel.

Q. Do you know what became of the note?

A. No, I don't know anything about it.

Q. Did you give it back to Georgetti?

A. Yes.

Q. After signing it?

10

A. Yes, he took it away with him.

Q. Now on March the twentieth I ask you if you went with Dennis Krekokias and Mr. Burton Gaskill down to the Ambassador to visit and see Mr. Aspiotis?

A. Yes, sir.

Q. Who was in the party that day?

A. Mr. Gaskill had asked me to get Dennis and Louis to sign a paper.

Q. I asked you who was in the party?

20

A. Mr. Gaskill, Mr. Fiore, Dennis and myself.

Q. Do you know what the purpose of the visit was?

A. To get Louis' signature to the paper.

Mr. Cole: I object on behalf of Mr. Georgetti as to what the purpose may have been or what took place in his absence.

The Court: Yes. It is admissible as to the other 30 defendants.

Q. Do you know what the purpose was?

A. They wanted him to sign a paper saying that they wouldn't make any trouble for Mr. Georgetti after he put us out. He was trying to put us out same as he put Louis.

Q. You don't know whether he signed the paper or not?

A. No, he refused.

Q. Who took the paper to him?

A. Mr. Gaskill and Dennis went in the hotel.

Q. Do you know when that was, more specifically?

A. Well, it was around the twentieth of March, something like that; I couldn't tell you exactly.

10

(Recess taken to 1.45 P. M.)

AFTERNOON SESSION.

(Trial of the cause resumed at 1.45 P. M.)

HARRY SACKLESS, sworn for complainant.

20 Direct examination.

By Mr. Weeks:

Q. Mr. Sackless, did you this spring sometime work as a waiter at the Hotel Georgetti?

A. Yes, sir.

Q. And did you meet Mr. Michael Georgetti and Dennis Krekokias and Mrs. Krekokias there?

A. Yes, sir.

30 Q. Did Georgetti make any offer to Dennis Krekokias to get out of the property and make any statement regarding Louis in connection therewith in your presence?

A. Yes, sir.

Mr. Cole: You say this was in the spring, 1923?

Mr. Weeks: Yes.

Mr. Cole: This was after this present lease was made?

Mr. Weeks: Yes.

Mr. Cole: I think it is entirely too remote from the transaction which is the basis of this bill, to wit, the dispossession proceeding.

10

The Court: I will permit it.

Q. What did Georgetti do in that connection?

A. Well, Mr. Georgetti, while I was working there, I had been hired for Mr. Georgetti and Mr. Fiore as a waiter and two days after when we opened up the place, two days after when we opened up the place Mr. Georgetti and Mr. Fiore, they called me over to sit down at the same table at the restaurant, and they were sitting there, and they said to me, "Harry, we want you to do us a favor, we want you to go upstairs and tell Mr. Dennis and Mrs. Dennis"—because Mr. Dennis and Mrs. Dennis was upstairs in the office—"to go upstairs and tell Mr. Dennis and Mrs. Dennis that I offer him thirty-five hundred dollars to get out from the place because my son-in-law he thinks that he can get along without him," and he says, "If you can do that, if they take the money," he says, "I will fix you for something." I don't know what he meant by saying that, but he said, "I will fix you for something." Well, I said, "Mr. Georgetti, I will try to do the best I can." I go upstairs and tell that to Mrs. Dennis and Mr. Dennis. So I went upstairs and Mrs. Dennis was sitting upstairs in the office and Mr. Dennis was

20

30

writing cards, sitting down, so I told Mr. Dennis and Mrs. Dennis what Mr. Georgetti and Mr. Fiore tell me about offering them thirty-five hundred dollars to get out from the place. The answer of Mrs. Dennis was this to me, "to go back to Mr. Georgetti and Mr. Fiore and tell them that why should I take thirty-five hundred dollars from Mr. Georgetti and Mr. Fiore, that Mr. Fiore hasn't put a cent in the place when he came in here, hasn't put a nickel in
10 the place, that he came here in the place, he came here as a partner," she says, "and he hasn't put a cent here, why I should take thirty-five hundred dollars to get out?" She says, "I wouldn't take any amount of money to get out of my place because it cost me a lot of money, a lot of work." I went back downstairs and told that to Mr. Georgetti and Mr. Fiore and a son of Mr. Fiore and Mr. Georgetti say this, "Well, Harry," he says, "if they don't
20 want to take the thirty-five hundred dollars I will put them out just the same as I did Louis Aspiotis, I put them out without a cent, without a nickel," that is all the thing was and that is all there is there.

Cross-examination.

By Mr. Cole:

Q. Do you know the saloon of Pappadoulis?

A. Pardon me?

30 Q. Restaurant of Pappadoulis?

A. That was pool room and lunch room.

Q. You know it?

A. Yes, I know it.

Q. Did you ever meet Mr. Georgetti there?

A. I did meet Mr. Georgetti while I was working there.

Q. Sometime in the spring of 1923 did you meet him there and say to him in words or to this effect that you were going to put your fist in this matter, referring to the Krekokias and Aspiotis matter, and make some money out of it yourself?

A. No, sir; I did not.

Q. Did you ever have any conversation of that kind at all?

A. I said to Mr. Georgetti, "How do you do, Mr. Georgetti" and Mr. Georgetti says, "Go on" he says 10
"don't bother me." That is all he said.

Q. Did you say to him on that occasion, "What is the matter, Mike, are you mad?"

A. Yes, I did.

Q. That much happened, didn't it?

A. That much happened, certainly.

Q. Then didn't you say to him that you were going to put your fist in this transaction to get something out of it?

A. No, sir, I did not. 20

Q. When do you say it was that he asked you to talk with Mr. and Mrs. Krekokias?

A. Mr. Georgetti—

Q. When was it?

A. When was it? It was the second day, the second or the third day when he hired me to go to work over there, that was about a week before Easter.

Q. 1923?

A. 1923.

Q. And what he wanted you to do was to see 30
whether Mr. and Mrs. Krekokias wouldn't accept thirty-five hundred dollars from him and then retire from the co-partnership and leave Mr. Fiore in charge, is that it?

A. Why I believe that—

Q. Is that it? Isn't that what happened? He

wanted you to see Mr. and Mrs. Krekokias and see if they would accept thirty-five hundred dollars and they retire from the co-partnership and leave the business in charge of Mr. Fiore?

A. That is right.

Q. That is right?

A. Exactly.

Q. And you communicated that to them?

A. Yes, sir.

10 Q. And they said they wouldn't take it?

A. Yes, sir.

Q. And you reported that fact to Mr. Georgetti?

A. To Mr. Georgetti.

Q. The reason was that they weren't getting along together?

A. Why——

Q. So Mr. Georgetti said?

A. The reason was——

Q. Did Mr. Georgetti say that?

20 A. Mr. Georgetti yes, sir.

Q. That was the reason he wanted the offer of thirty-five hundred dollars made?

A. Yes, sir.

Q. Did you know they were not getting along together? Did you know that Krekokias and Fiore weren't getting along well in the co-partnership?

A. Well, while I was working there two days——

Q. Did you know that?

A. Well, the first day when I went there——

30 Q. Can't you answer that question?

A. I couldn't answer that question.

Q. All right then, you can't answer.

A. I wouldn't answer that question.

Q. You don't know whether they were not getting along or not?

A. I don't know anything about that.

Q. Didn't you say to Mr. Georgetti, on this occasion you are now talking about that Mr. Fiore and Krekokias were not getting along and didn't you suggest to him that he buy Krekokias out or Mrs. Krekokias?

A. No, sir; I didn't suggest to Mr. Fiore anything of the kind.

The Court: The way that question is answered it isn't responsive to the question. He says he didn't say anything of the kind to Mr. Fiore. 10

Q. My question was whether you did not say it to Mr. Georgetti, after Fiore and Krekokias were not getting along and that he, Georgetti should buy Krekokias out?

A. I didn't say to Mr. Georgetti nothing of the kind. Mr. Georgetti told me that they couldn't get along but I don't know anything about that. That wasn't my business. 20

Q. And he promised to pay you something if you were able to negotiate the transaction of thirty-five hundred dollars?

A. Yes, sir.

Q. Did you think there was anything wrong about the transaction?

A. I don't know nothing about it.

Q. I ask you did you think there was anything wrong about it at that time?

A. I can't tell.

Q. Then you didn't think there was anything wrong? 30

A. I didn't think was anything wrong about it at all; I thought they could get along all right because was only two days that they open up the place, wasn't long enough.

MRS. GEORGIA KREKOKIAS, resumed.

Cross-examination.

By Mr. Cole:

Q. Do you understand that you are a defendant in this suit?

10 A. Yes, sir.

Q. Did you have some papers served on you?

A. Yes, sir.

Q. What do you understand is asked of you in this suit. Why are you made a defendant?

Mr. Weeks: I object to that as not cross-examination.

The Court: I will permit that.

20

Mr. Cole: I think it is cross-examination.

A. The only paper that was served on me was the suit they brought for the cheese and stuff there that they claim Mr. Fiore had bought for the business.

Q. Do you understand that you are a defendant in this present suit that is brought by Mr. Aspiotis?

A. Yes.

30 Q. Why do you understand you are made a defendant?

A. He is trying to put us out and we are trying to have our rights there.

Q. Who is trying to put you out?

A. Mr. Georgetti.

Q. In this suit?

A. Yes, sir.

Q. Who told you that?

A. Well, when they made the offer and we refused it, then he said he would put us out same as he did with Louis.

Q. You understand we are now trying his wanting to put you out?

A. It is all together, isn't it? It is all one suit, isn't it?

Q. Have you got a lawyer in this case?

A. No, Mr. Weeks has our business all together. 10

Q. Does Mr. Weeks represent you in this suit?

A. As far as necessary to have a lawyer, I believe.

Q. Do you understand that you have filed an answer in this case?

A. Yes.

Q. What?

A. Yes, sir.

Q. Who filed the answer for you?

A. The advice of Mr. Weeks. 20

Q. I call your attention to what seems to be an answer filed by you and your husband, Dennis, and Georgia Krekokias that has been signed; is that your signature?

A. Yes.

Q. Is that the signature of your husband?

A. Yes.

Q. Where were those papers signed?

A. At the hotel.

Q. What hotel? 30

A. I mean Georgetti Hotel.

Q. Who got you to sign it?

A. Mr. Weeks.

Q. Did he prepare this answer for you?

A. I don't know who prepared it.

Q. He got you to sign it?

A. Yes.

Q. Did you read it?

A. Yes, sir.

Q. Did you pay the rent due in October, 1922?

A. Yes, sir.

Q. Why didn't you follow Mr. Georgetti's advice and not pay it?

A. We were afraid that he was going to put us out with Louis.

10 Q. You didn't trust him?

A. No.

Q. Why did you pay the November rent?

A. For the same reason.

Q. Didn't trust him?

A. No.

Q. Then you were not willing to be a party to this enterprise of his to put Aspiotis out?

A. No.

Q. Have you got the bank books of the firm here?

20 A. Not here, no.

Q. What?

A. Not here.

Q. Do you know how much money the firm had in bank December first, 1922?

A. No, I don't remember.

Q. Your husband was served with the warrant to remove, of course?

A. Yes, sir.

Q. When was that rent due?

30 A. First of December.

Q. What?

A. First of the month.

Q. Did the firm have the money to pay the rent?

A. Yes, the rent was paid.

Q. What?

A. The rent was paid.

Q. I asked you whether the firm had the rent to pay the rent on the first of December?

A. Yes, sir; well, about the second it had.

Q. Did you pay it?

A. We had the rent about the second and I think we gave it to Mr. Georgetti the third or the fourth.

Q. The rent for December?

A. Yes, sir.

Q. Where is your receipt from it?

A. There is a voucher for Mr. Goos with his part and we always used that check for the rent and the checks from Mr. Perskie the balance of the rent that made. 10

Q. Have you a receipt for the payment of the December rent?

A. We have those vouchers, that is all.

Q. Where are they? Will you please produce the vouchers you say were used to pay the December rent?

A. Mr. Weeks has the vouchers. 20

(Papers produced.)

Q. You produce a check of Louis Goos, Jr., on the Atlantic Safe Deposit and Trust Company to the order of the New Central Hotel for \$235.

A. Yes, sir.

Q. Is that one of the vouchers?

A. That is one of them, yes, sir. 30

(Check marked D1 for identification.)

Q. By the way, how much was the rent?

A. Three hundred dollars.

Q. What else was used to pay this rent?

A. This check, balance of the rent Mr. Perskie made a check out.

Q. Balance of what rent?

A. Of the thirty-five hundred dollars that came from Mr. Nick Gross.

Q. You mean there was eighty dollars left after the debts were paid?

A. Yes, sir.

Q. Out of the proceeds of the mortgage loan?

A. Yes, sir.

Q. What became of that money?

10 A. Mr. Dennis turned it over to Mr. Georgetti to pay the rent.

Q. And he took no receipt for it?

A. No.

Q. Were you in the habit of taking a receipt for the rent?

A. Not always, no.

Q. Did you sometimes?

A. Sometimes we did.

20 Q. Where are the receipts you did take for the rent?

A. At the house, I guess.

Q. Have you them here?

A. No, I haven't.

Q. Did you say in the presence of Mr. Gaskill and of Judge Shinn and Mr. Georgetti at Judge Shinn's office that the proceeds of that checks \$235 and the eighty dollars in the hands of Mr. Perskie had been turned over to your husband?

A. Yes, it was turned over to him.

30 Q. Did you say that?

A. Yes.

Q. Did you see your husband turn the money over to Mr. Georgetti?

A. No, he gave it to him——

Q. Did you see him do it?

A. No.

Q. Was it true that this money was turned over to your husband?

A. Yes, sir.

Q. Did you see it turned over to him?

A. I didn't see it.

Q. How do you know it was?

A. Because Dennis came home and told me he went to the bank with Mr. Georgetti and saw them deposit it.

Q. Did you say in the presence of Mr. Georgetti 10 and Mr. Gaskill and Judge Shinn that Mr. Georgetti had turned over to your husband the proceeds of that check for \$235?

A. No, he didn't give it.

Q. What?

A. No, they didn't turn over the proceeds of those checks.

Q. I asked you whether you said that in Judge Shinn's office in the presence of Judge Shinn and Mr. Georgetti and Mr. Gaskill that Mr. Georgetti 20 had turned over to your husband the proceeds of that check?

A. No, I didn't say that.

Q. You made no statement that is the equivalent of that?

A. Yes, sir.

Q. What did you say about the proceeds of the check?

A. That it was given to Mr. Georgetti for the 30 rent.

Q. Didn't you testify a moment ago that you said in their presence that this money had been turned over to your husband, Mr. Krekokias?

A. He got the checks, the checks was given to my husband and he gave them to Mr. Georgetti and went with Mr. Georgetti to the bank and saw them deposited.

Q. As a matter of fact that checks wasn't deposited, was it?

A. Certainly.

Q. Look at it and see whether it wasn't cashed? You can tell, can't you?

A. No, it was not.

Q. It was not?

A. It was not cashed.

Q. Deposited?

10 A. Deposited.

Q. To Mr. Georgetti's credit?

A. Yes, sir.

Q. There seems to be some confusion about the amount of rent was due on the first of December; how much do you say was due on the first of December?

A. Three hundred dollars.

Q. Didn't you say there was over four hundred dollars due?

20 A. I beg pardon?

Q. Didn't you testify a moment ago there was over four hundred dollars due?

A. No.

Q. Three hundred dollars?

A. Three hundred was the rent.

Q. Did Mr. Georgetti get two hundred thirty-five and eighty?

A. Yes, sir.

Q. Then he got more than was due?

30 A. Fifteen dollars more.

Q. What happened to that?

A. He gave the fifteen dollars back.

Q. Whom did he give it?

A. To me.

Q. When?

A. I don't know just what date it was. It was sometime after the dispossess.

Q. In cash?

A. Yes.

Q. Did you say in Judge Shinn's office, in his presence and that of Mr. Gaskill and Georgetti, that the amount of rent for which he was suing for the month of December was due; did you admit it was due?

A. It was due on the first, yes.

Q. What was the date you were there and made this statement?

A. I don't remember dates.

10

Q. What were you doing there?

A. Well, Dennis was uneasy, afraid that they were going to double cross him and he had me go to the office there every few days.

Q. You had been going there too quite frequently, hadn't you?

A. Yes, he would send me there because he wanted to know from Mr. Shinn just what Mr. Georgetti was going to do.

Q. What did Judge Shinn tell you to do when 20 you went there?

A. The last time I was in Mr. Shinn's office, I went there to tell him they were putting us out and ask him if he couldn't use his influence with Mr. Georgetti to give us a fair price, I told him we were willing to go if he would only give us a fair price.

Q. Did you have an attorney at that time?

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

Q. Didn't Mr. Gaskill represent you?

A. Oh, yes, Mr. Gaskill.

30

Q. He was your attorney, wasn't he?

A. Yes.

Q. And didn't Judge Shinn tell you each and every time that you came there to see him that you should consult your own lawyer?

A. That was the only time I went there about

anything like that and he says, "I can't talk to you about this."

Q. Did he tell you to go to see your own lawyer?

A. No, he didn't tell me to go to see my own lawyer; he says, "I can't talk to you about this matter."

Q. Did you go to see your own lawyer as the result of that?

A. No, I did not.

10 Q. What was Mr. Gaskill doing for you?

A. Dennis wanted me to speak to Mr. Shinn to use his influence with Mr. Georgetti and he didn't tell me to go to Mr. Gaskill and I didn't go.

Q. In other words you were going to Judge Shinn to have him use his influence with Mr. Georgetti not to put you out under the warrant for possession?

A. I wanted him to give us a fair price, that was all.

Q. Fair price for what?

20 A. For going out.

Q. Why should you get something for going out where there was a warrant of dispossession? You knew that, didn't you?

A. Yes.

Q. Did you defend that suit?

A. No, we didn't defend that.

Q. Did you try to get the judgment opened?

A. No.

Q. You didn't do anything, did you?

30 A. No, we didn't do anything.

Q. Your husband had been served with a paper, hadn't he?

A. I received the paper.

Q. You turned it over to him?

A. Yes.

Q. Yet you made no defense to the suit?

A. No, because we couldn't say anything, we had to let Mr. Georgetti do as he liked because he was afraid he would put us out too.

Q. Let him have his way about everything?

A. Yes, we had to do that for our own interest.

Q. You finally entered into articles of co-partnership with Mr. Fiore, didn't you?

A. Well, we couldn't refuse.

Q. Why couldn't you refuse?

A. Because we was afraid he would put us out. 10

Q. In point of fact you did, didn't you?

A. Yes.

Q. Have you got the articles of co-partnership here, copy of them?

A. No.

Q. Where are they?

A. Have you got them, Mr. Weeks?

Q. Didn't you turn a copy of them over to Mr. Weeks?

A. Yes. 20

Q. And he put a copy to the bill in this case?

A. Yes, I guess he did.

Q. He has your copy, hasn't he?

A. Yes, sir.

(Paper produced by Mr. Weeks.)

Q. You read those too?

A. Yes, sir.

Q. You knew what you were signing? 30

A. Yes.

Q. Did your husband know what you were signing?

A. He wasn't there.

Q. Did he know after you had signed it?

A. After.

Q. You told him about it?

A. Yes.

(Paper marked D2 for identification.)

Q. Did you say that your husband was not present when this was signed?

A. No, he didn't go with me.

Q. Wasn't he with you in Judge Shinn's office
10 when this was signed?

A. No, he didn't go with me that day, Mr. Fiore, Mr. Georgetti, myself were there, that is all, and Mr. Shinn.

Q. You testified, I believe, that you were to get thirty-five hundred dollars?

A. Beg pardon?

Q. Did you testify you were to get thirty-five hundred dollars from somebody or some source?

A. Mr. Fiore was suppose to put thirty-five hundred
20 dollars in to come in as partner.

Q. For what?

A. To pay the debts.

Q. Is this in the agreement?

A. No. They didn't put that in the agreement.

Q. Didn't you notice this when you signed the agreement?

A. No, sir; I did not.

Q. You said you read it before you signed it, didn't you?

30 A. Yes.

Q. Yet you say as a matter of fact there was to be thirty-five hundred dollars paid to pay off the debts?

A. Yes.

Q. Did you discover that when you signed it?

A. They said—

Q. Did you discover that when you signed it, when you signed this paper that it made no provision for this thirty-five hundred dollars?

A. I noticed it but didn't say anything about it.

Q. Afraid?

A. Yes.

Q. Have you made any attempt to have this agreement reformed since?

A. No.

Q. Took no action at all?

10

A. No.

Q. Did you ever go to Mr. Fiore and tell him this agreement was not right?

A. No.

Q. Never did that either?

A. No, we was afraid to say anything.

Q. Your husband was also afraid?

A. Yes.

Q. How old a man is he?

A. Fifty years old.

20

Q. How old are you?

A. Forty-five.

Q. Had he been engaged in business before he came to Atlantic City?

A. Yes, we had a restaurant.

Q. What was his business?

A. Restaurant in New York.

Q. How long had he been engaged in a restaurant in New York?

A. We had a restaurant there about three years.

30

Q. Were you associated with him in that business?

A. Yes, sir.

Q. What was his business before he had a restaurant business in New York?

A. He had a lunch room.

Mr. Weeks: I object to that.

Q. He had been in business for a number of years?

A. Yes, sir.

Q. You had been engaged with him assisting him?

A. Yes, sir.

Q. Yet in this case down here you were very much afraid of Georgetti and afraid to call attention to the fact things were not as you thought they ought to be?

10 A. We were because he made us, got to do whatever he said.

Q. Had Mr. Georgetti received this rent, the two hundred thirty-five and the eighty, before he began the proceedings to dispossess?

A. Yes, sir.

Q. And you knew of it?

A. Yes, sir.

Q. And after having the papers served on you you made no defense whatever?

20 A. No, sir.

Q. Did you tell your partner that the rent had been paid?

A. No.

Q. Kept that away from him?

A. Because we wanted him——

Q. Did you keep it away from him?

A. Yes, sir.

Q. Were you trying to get him out?

A. No, we wanted him to raise the money.

30 Q. Wanted who?

A. We wanted Louis to raise some money to put in the business.

Q. You and he didn't get along together, did you?

A. No.

Q. There was confusion in the partnership, wasn't there?

A. Yes.

Q. You were quite well satisfied to have him put out, weren't you?

A. Well——

Q. Were you or weren't you? Were you quite willing to have him put out?

A. We were willing this way, we had to protect our own selves.

Q. You were willing then to become a party in this supposed conspiracy of Mr. Georgetti against Mr. Aspiotis, weren't you? 10

A. To that extent, yes, to protect ourselves.

Q. To what extent?

A. To protect ourselves.

Q. You were willing to become a co-conspirator with Mr. Georgetti in order to protect yourselves, is that right?

A. Yes, sir.

Q. How far did you go in this conspiracy, you and your husband? 20

A. That is all we did. We paid the rent.

Q. That was all you did?

A. Paying the rent and not telling Mr. Aspiotis about it.

Q. Did you understand when you did that that you were using Mr. Georgetti to work Aspiotis out in spite of the fact the rent had been paid?

A. Yes, we knew that Mr. Georgetti was going to put him out.

Q. In spite of the fact that the rent was paid, and you knew it? 30

A. Yes.

Q. And you made no defense to the suit and didn't tell your partner?

A. No.

Q. You knew that was a conspiracy against Mr. Aspiotis, didn't you?

A. Well, we knew it wasn't right, of course.

Q. Then you were willing to join with Mr. Georgetti in the unlawful act?

A. Well, we didn't want to lose everything.

Q. What?

A. We didn't want to lose everything; my husband had put in a great deal more money in the business than Mr. Aspiotis.

10 Q. How did you lose anything if you had paid the rent and couldn't be put out? Weren't you still there running the co-partnership?

A. Aspiotis and my husband didn't get along, so it was up his sleeve.

Q. There was no reason in the world why you and Aspiotis should not remain in possession when you knew the rent had been paid, was there?

A. No.

Q. What?

A. No.

20 Q. So you were just as anxious to get Aspiotis out as Georgetti, weren't you?

A. Wasn't so anxious to get Mr. Aspiotis out but were anxious to protect ourselves.

Q. How were you going to protect yourselves? What was your proposition?

A. He was to keep the business.

Q. From whom?

A. From Mr. Aspiotis.

Q. You didn't want him in there, did you?

30 A. Well, we couldn't get along and we thought there was a chance to get the business.

Q. Thought what was a chance?

A. Mr. Georgetti putting Mr. Aspiotis out.

Q. Why didn't you fail to pay the rent in October? Why did you pay then?

A. We were afraid he was going to put us out then.

Q. Then you paid in November?

A. No, I paid it about twenty-eighth of October.

Q. Did you have your confidence in Mr. Georgetti renewed after the December rent was due?

A. No, we didn't have much more confidence but we couldn't do any different without being put out with Mr. Aspiotis all together.

Q. How is that?

A. I say we didn't have much more confidence in Mr. Georgetti but we had to protect ourselves; we had to chime in with his arrangements. 10

Q. You knew if you had, if you knew you had paid the rent for December, didn't you——

A. Yes.

Q. ——you knew, therefore, that Mr. Georgetti had no legal right to put Aspiotis out, didn't you?

A. He had no right to put anybody out.

Q. What?

A. Knew he had no right to put anybody out.

Q. Now, knowing that, and you still wanted to stay there, why didn't you go and tell the Judge of the District Court that the rent was paid? 20

A. Well, we was afraid if we did that that he would put us all out.

Q. How could he put you out when the rent was paid?

A. Well, if he didn't put us out that month he would put us out at the next month, if we didn't have the rent.

Q. Did you think you might not have the rent the next month? 30

A. Possibly.

Q. You had paid a default—you didn't pay the August rent, did you?

A. Yes, we paid the August rent; fifty dollars was forgotten, was overlooked, didn't nobody think of it.

Q. Wasn't proceedings brought in August to put you out because you hadn't paid?

A. Yes, Mr. Shinn told Mr. Aspiotis that that was mere bluff, to scare Dennis because Dennis was taking the receipts from the business and keeping them.

Q. Outside of that had you paid the rent for the month of August?

A. Not until after the dispossess was served.

Q. And you didn't have the money to pay it either,
10 did you?

A. Yes, had most of it.

Q. Yet you didn't pay it?

A. It was paid afterwards.

Q. Then you finally got a lease between you, you and Mr. Fiore?

A. Yes.

Q. After the dispossession, after you were put out, then a new lease was made?

A. He promised Dennis the lease and then when
20 we went up there to sign the lease——

Q. Did you get a new lease?

A. Yes, with Mr. Fiore.

Q. Where is that lease?

A. Mr. Weeks has it.

Mr. Weeks: I don't find the original. I don't know where it is. It is admitted as attached to the bill by both yourself and Fiore.

30 Q. Now you say the object of making the lease to you and to Mr. Fiore was to protect who? Who was to be protected by that?

A. Ourselves.

Q. Against what?

A. Against the creditors.

Q. Whose creditors?

A. The old partnership.

Q. How could you and Mr. Fiore be held for the debts of the old partnership?

A. Well, he promised the new lease to Dennis and then instead of putting Dennis' name on the lease they put my name.

Q. So that Dennis' creditors couldn't come in?

A. So Mr. Shinn said; Dennis was really the partner, but it was a matter of form putting my name on the lease.

10

Q. Did the partnership owe debts?

A. Yes, they owed some.

Q. How many debts?

A. I don't just remember how much.

Q. You kept the books, didn't you?

A. No, not last year I didn't; they had a bookkeeper.

Q. Weren't you familiar with the books, acquainted with them?

A. No, I didn't bother with the books; they had a 20 bookkeeper and I didn't pay any attention to it.

Q. Just tell me again what it was you say Judge Shinn said about the conspiracy?

A. When Dennis wanted Mr. Georgetti, to get him to sign an agreement saying he would give Dennis a lease, Mr. Shinn said, "No, I can't do that; that will be proof of conspiracy."

Q. Proof of conspiracy?

A. Yes.

Q. Who were present when that was said?

30

A. Mr. Georgetti, Mr. Shinn, Dennis and myself.

Q. Was your counsel there?

A. No.

Q. When did you engage Mr. Gaskill to look after your interest in this matter?

A. Dennis had him at the time that they were arranging with Mr. Georgetti to put Louis out in July.

Q. July, 1922?

A. Yes.

Q. You had first tried a friendly negotiation to get rid of Aspiotis, didn't you?

A. I had nothing to do with that.

Q. Your husband?

A. Yes.

Q. You knew what was going on?

A. Yes.

10 Q. You were trying to put him out because of a disagreement in the partnership?

A. Yes.

Q. At that time Mr. Gaskill was brought in to assist and give you advice?

A. Yes.

Q. And he remained your attorney until all this proceeding was over, didn't he?

A. Yes.

20 Q. Now you say that there was some kind of paper produced down at the Ambassador but he wouldn't let you read it?

A. I asked him to let me see it and he read it over quickly to me but he didn't leave it in my hands.

Q. Did he refuse to let you have it?

A. He didn't give it to me.

Q. Did you ask him for it?

A. I asked him for it, I said, "Let me see the paper" and he picked the paper up, read it again himself, and didn't let me have it.

30 Q. Did you sign it?

A. No, they wanted Dennis' and Louis' signatures to that. I finally consented to take the thirty-five hundred Mr. Georgetti was offering us to go out rather than to fight and argue with them and they wouldn't give me the money until Dennis and Louis signed this paper saying they wouldn't make any more trouble for Mr. Georgetti.

Q. Had somebody offered you thirty-five hundred dollars to go out?

A. Mr. Georgetti.

Q. Offered you personally?

A. He sent Mr. Sackless, the waiter, up to tell us.

Q. That is the instance he spoke about?

A. Yes.

Q. You at first refused to take it?

A. Yes.

Q. You afterwards agreed to accept it?

10

A. Yes, I got my husband to promise to let me take it, so we could get that because I didn't want the fighting and wrangling at the time, I would rather go out.

Q. Aren't you confusing that thirty-five hundred dollars with the thirty-five hundred dollars you say Mr. Fiore was to put in the business?

A. No, this was the offer they made us, Mr. Georgetti sent word by the waiter saying that we couldn't get along and one would have to buy or sell and that was the thirty-five hundred that he offered us then.

20

Q. What about this Sykes note that you testified about? What is there about that?

A. Mr. Georgetti had a note made out for this five hundred dollars to Mr. Sykes and asked me to sign it and I signed it.

Q. What is it for?

A. For the canopy in front of the hotel.

Q. Was it your note?

A. Well, Dennis and Louis owed four hundred and fifty dollars balance on the canopy.

30

Q. And you were giving the note for that debt?

A. Mr. Georgetti asked me to sign it and I signed it.

Q. Did you owe the money?

A. Not personally.

Q. Did they owe it?

A. Dennis and Louis.

Q. And that was for something during the stage of the co-partnership?

A. Yes.

Q. Did you refuse to sign?

A. No.

Q. At any time?

A. No, I did not.

10 Q. Why did you sign for a debt you didn't owe?

A. I did anything to keep peace with them.

Q. Who brought that note to you?

A. Mr. Georgetti.

Q. Now wasn't it Fiore?

A. I beg pardon.

Q. Wasn't it Fiore?

A. I think they were all at the table there and Mr. Georgetti threw the note across the table and told me to sign it. We were in the restaurant there,
20 I think Mr. Georgetti, Mr. Fiore, Dennis and myself were all there at the table.

Q. I show you a note signed by yourself and Mr. Fiore dated January thirteenth, 1923, for \$1432.05; do you know what that note was given for?

A. It was given for some of the debts of the other partnership and court expenses at the time of the sale and this two hundred and fifty dollars Mr. Georgetti said we pay him for the old furniture there that he had promised to let the boys use long as they had
30 the lease.

Q. Know it wasn't paid, do you?

A. Of course that should be thirteen hundred, the figures that was marked, I didn't add it up, when he brought it to me, afterwards I add it up and I said it should be thirteen hundred dollars and he said all right that hundred dollars could be taken off at some other time.

Q. He admitted this was an error, did he?

A. Yes.

Q. Was the note paid?

A. I signed it and gave to Mr. Georgetti and I don't know any more about it.

Q. That is your note, don't you know whether it was paid or not?

A. It was supposed to be paid out of the business but they didn't let him do business long enough to get it.

10

(Note marked D3 for identification.)

Q. Are you out of the business now?

A. I am there managing upstairs just now, appointed by the receiver.

Q. In other words, when you speak about being put out you mean put out by the receiver?

A. No, Mr. Georgetti.

Q. When did Mr. Georgetti put you out?

20

A. He didn't put me out; he said he was going to put us out if we didn't take that thirty-five hundred dollars.

Q. Do you know whether or not this note for \$1432.05 included rent of \$474.88?

A. No, it includes three hundred dollars that we owed him later on.

Q. I didn't ask you that, does it include the \$474.88?

A. It includes that amount, yes, sir.

30

Q. It does include that, does it?

A. Yes, but it wasn't all for rent.

Q. It includes that amount?

A. Yes, sir.

Q. You say it wasn't all for rent?

A. No.

Q. How much of that was for rent?

A. One hundred dollars, fifty dollars on August, fifty dollars on September that was overlooked when the rent was paid, Mr. Fiore didn't think of it and I didn't think of it.

Q. Was the \$74.88 excess water rent?

A. Not excess, it was the water tax.

Q. You say that Mr. Georgetti put you out, I understand that?

10 A. No.

Q. You had a lease with him, didn't you?

A. Yes.

Q. When did he ever put you out after that lease was made?

A. He hasn't put us out yet, but he said if we didn't accept the thirty-five hundred dollars that he would clean, pay us for the restaurant stock, whatever it is on his say so, we would have to go out.

20 Re-direct examination.

By Mr. Weeks:

Q. A while ago you said in answer to Judge Cole that the checks that were turned over to Georgetti for the December rent, the proceeds of those checks came back to Dennis, that is the money from those checks came back to Dennis Krekokias?

A. Yes.

30 Q. Did you mean that?

A. No, I didn't say the money came back to Dennis Krekokias.

Q. What did you mean?

A. I said that he turned the checks over to Mr. Georgetti for the rent and went with him to the bank to deposit them.

Q. Then you didn't mean to say that the proceeds of the checks ever were turned back by Georgetti to Dennis Krekokias?

A. No, I didn't say that. I didn't mean it that way.

Q. When the thirty-five hundred dollar offer was made by Georgetti to Dennis through the waiter at the hotel this spring you didn't accept the thirty-five hundred dollar proposition?

A. No. 10

Q. Did you finally—first was that proposition conveyed to you by the waiter?

A. Yes.

Q. Did you turn it down or what did you do?

A. Well, we thought that we ought to have more money and he knows it, I think it was Mr. Georgetti came up to the office and he says, "Mrs. Krekokias, I want to have a talk with you." He says, "We are talking words and talking words; there is no use talking all the time about this money," and he says, 20
"I will give you thirty-five hundred to go out as long as we can't get along or you give us thirty-five hundred." I says, "Mr. Georgetti, do you think that is fair?" I said, "We put in a lot of money in this place, we have furnished it, established the business and we have had two years hard work," and I said, "do you think it is fair to offer us only thirty-five hundred and Mr. Fiore was only here two months, no money in and no hard work and he wants thirty-five hundred." I said, "We are willing to go 30
out if you give us a fair price."

Q. However he said, "I will give thirty-five hundred or you give thirty-five hundred," give or take proposition; did you ever after that inform him that you would give the thirty-five hundred dollars?

A. Yes, we had some friends—

Q. What did he say?

A. We had some friends came from Washington and we told them about the trouble and he also has a party in Washington, she said, "Maybe I can help you out and I would buy Fiore," so one night around twelve o'clock Mr. Sursock came up and he says, "Come on down stairs," he says, "and fix this thing up," and I went down stairs and so I says, "Mr. Georgetti, I will let you know to-morrow by ten
10 o'clock whether we give or take." He says, "I have changed my mind now; I don't want to sell."

Q. Then later on you agreed to take thirty-five hundred?

A. Later on we agreed to take thirty-five hundred to get out of the quarrelling and fighting, I would rather go out.

Q. Now Judge Shinn asked you why you didn't defend the suit to dispossess you, Denis Krekokias and Aspiotis from the hotel, why you didn't
20 defend it when you knew the rent was paid, as you say; why didn't you?

A. Well, that was just did as he said that is all.

Q. Did as who said?

A. As Mr. Georgetti.

Q. Why did you do as he said?

A. Because he promised if we would let him break the lease to get Louis out that he would give us the lease by ourselves.

Q. What did Georgetti do, if anything, to carry
30 out his statement that you say he made that he would kill the business, stack up the business on you and Fiore or as soon as you and Fiore took it over if you didn't accept his proposition?

A. Well, the people would come in to be served and they would let them walk out without being served and then they, he told me that he was going

to take his name off the deposits, turn off the gas and electric. I asked him why he was doing that. He said, "Well, going to have no trouble." I said, "You haven't had any trouble yet, you haven't had to put a check for that yet." "Well," he says, "to keep out of trouble."

Q. Did he do that?

A. Yes, sir.

Q. Did he have the lights turned off the hotel?

A. The man came there to turn it off and asked us if we wanted to put on a deposit and I told him what was trying to be done with us and he asked us to go down to the office and see about it myself, and I did right away and got lights on for the upstairs.

Q. How long had he been on the guaranty for electric lights?

A. Since they opened up.

Q. Who?

A. Louis and Dennis.

Q. Since Louis and Dennis has been in; now since you and Fiori has been in he says the light is turned off?

A. Yes.

JOSEPH B. PERSKIE, sworn for complainant.

Direct examination.

By Mr. Weeks:

30

Q. Mr. Perskie, have you in your possession the original lease between Georgetti and Aspiotis and one Dennis Krekokias?

A. Yes.

Q. Will you produce it? (Lease produced.)

Mr. Weeks: Judge Shinn, this is witnessed by you. Have you any objection to the offering of it?

Mr. Shinn: No.

(Lease offered and admitted in evidence, marked Exhibit C7.)

Q. You represented a mortgagee who loaned
10 some money to Dennis Krekokias and Louis Aspi-
otis, did you not?

A. Yes, sir.

Q. Who was that man?

A. Nick Nikias.

Q. How did you come to hold this particular
lease?

A. It was left in my office.

Q. Did you make the disbursement of moneys by
Krekokias and Aspiotis for the disbursement of
20 these particular moneys?

A. I did.

Q. Have you the vouchers for those disburse-
ments?

A. I have.

Q. Will you produce them? (Vouchers produced.)

Mr. Weeks: I offer the whole bunch of these
vouchers to be marked at this time for identifica-
tion.

30

(Vouchers marked C8 for identification.)

The Witness: I am turning over twelve checks
the aggregate of which represents \$3500.01.

Cross-examination.

By Mr. Cole:

Q. Is the aggregate of the checks the total of the loan that was made to Aspiotis and Krekokias?

A. Yes, sir.

10

DENNIS KREKOKIAS, SWORN FOR COMPLAINANT.

Direct examination.

By Mr. Weeks:

Q. Mr. Krekokias, your name is Dennis?

A. Krekokias.

Q. Have you been engaged in business at the Hotel Georgetti? 20

A. Yes, sir, New Central Hotel.

Q. How long?

A. Two years.

Q. Who purchased all the furniture and equipment in the building?

A. Krekokias and Aspiotis.

Q. I show you a check dated December first, 1922, made to the order of New Central Hotel for \$235 signed Louis Goos, which is marked for identification D1? 30

A. Yes, sir.

Q. Now wait. Have you seen, look at the check and say if you have seen it before?

A. Yes, sir.

Q. What is the check?

- A. Is the check he paid rent.
Q. What rent?
A. Paid Georgetti rent Central Hotel, New Central Hotel.
Q. When did you see that check before?
A. Sure.
Q. When?
A. In my hands.
Q. When?
10 A. What do you mean? I don't understand.
Q. What time?
A. Nine o'clock, nine or ten o'clock this morning.
Q. The day, what day?
A. Oh, what day? First of December.
Q. First of December?
A. Yes.
Q. You had the check in your hands?
A. In my hands there, he come to get his pay.
Q. Just answer my questions and talk slow.
20 What did you do with the check?
A. Well, I give him because I promised Georgetti don't pay myself October, don't pay October, you know, he break the lease, he put out Louis and give the lease to my wife.
Q. What did you do with that check when you got it December first?
A. He don't trust Georgetti, I go to pay. You understand very well, he is interpreter here, Mr. Brown, explain.
30 Q. Did you give that check to Georgetti?
A. Yes, sir.
Q. When?
A. December, to pay rent.
Q. What day?
A. I don't know what day, don't remember what day.

Q. Don't know what date you gave it to him?

A. No, I don't remember.

Q. Where were you when you gave it to him?

A. All together in the Guarantee Company, in the Guarantee Bank.

Q. That bank?

A. That bank, yes. I told Georgetti couple of checks in my hands like to pay rent.

Q. For what month did you give it?

A. December.

10

Q. December rent?

A. December rent, yes, sir.

Q. He take it?

A. Yes, sir.

Q. I show you another check dated 12/2/22 "Pay to the order of Aspiotis and Krekokias \$80.14" signed "Joseph B. Perskie"—

A. Same day.

Q. Just wait a minute. —signed "Joseph B. Perskie, Special, New Central Hotel," endorsed, "Aspiotis, and Krekokias, Dennis Krekokias, M. Georgetti" stamped on the back by the bank "December 4, 1922," and ask you if you ever saw that check?

20

A. Yes, sir.

Q. Where did you get that check?

A. Give me, I don't know what you call it, Perskie, lawyer.

Q. He gave it to you?

A. Yes.

30

Q. What did you do with that check?

A. Well, balance you know, eighty dollars he gave for me pay rent.

Q. What did you do with this check?

A. This check is pay rent to Georgetti.

Q. What rent?

A. Rent New Central Hotel.

Q. What month?

A. December first, December.

Q. Did you give it to Georgetti?

A. Yes, sir.

Q. When?

A. December first, first December.

Q. Did you give it to him at the time you gave him the other check?

10 A. Same time, I gave two together, he send out for me to the Guarantee Bank, same together.

Q. He took both checks?

A. Both checks he has left. He told me, "Now boy you go ahead some place until Louis puts out."

Mr. Weeks: I offer the two checks in evidence.

(Checks admitted marked Exhibits C9 and 10.)

20 Q. You say Georgetti told you to go away?

A. Yes, go away.

Q. What for?

A. Well, you know they fix up the suit.

Q. Why did Georgetti tell you to go away?

A. Mr. Shinn told him to, the lawyer.

Q. What did Georgetti tell you to go away for?

A. He says, "Go away, now, plenty of time, of good time, everything you want."

Q. When did he tell you that?

30 A. He told me go away now go to Washington for fix up Louis Aspiotis, "I give the lease to wife, my wife."

Q. Did you know that Georgetti started a suit against you and Aspiotis for December rent?

A. Yes, he know, you know, he sued me, don't believe, you know, has paid rent, see, after he has

gone Washington, myself, you know, this man he is sued.

Q. You know he started a suit, don't you?

A. Well, you know he had sued me anyway.

Q. He started the suit for possession?

A. Dispossession.

Q. For December rent?

A. Yes.

Q. Where were you?

A. Washington.

Q. Washington?

A. Washington, D. C.

Q. What did you go to Washington for?

A. I see some of my friends over there, visit myself, he is in business, my friend, in Washington.

Q. Why did you go to Washington when you were sued for possession of the hotel?

A. Don't believe it, you know, he has paid rent, he has got everything upside down, myself.

Q. You went to Washington after Georgetti started suit for possession?

A. Possession, yes, sir.

Q. Why did you go then?

A. Well, he has time to bring—my wife—no understand English—tell me what it is and possibly say—he telephone, he came to Mr. Shinn, tell him this case, the case is gone before, he has talk everything with Mr. Shinn.

Q. I ask you again, see if you can understand me: Why did you go to Washington?

A. He told me, he says, "Now you pay rent, you go away, you go to Washington, a good time."

Q. He told you to go to Washington and have a good time?

A. Yes, my friend in Washington, some big business with my friend, see.

10

30

- Q. That is the reason you went because he said go?
- A. Yes.
- Q. Did you not talk with Georgetti in July about the rent?
- A. Yes.
- Q. What did Georgetti say?
- A. July sometime, he is going away, the other side, don't pay one thousand dollars, he told me, "I
10 am going away over there in Italy, you don't pay October, after come you know puts out Louis I give you the lease."
- Q. You should pay what rent?
- A. Sometime July give one thousand fifty-eight dollars.
- Q. He told you not to pay what rent?
- A. Don't pay October.
- Q. Did you see Georgetti after he came back from Italy?
- 20 A. Yes, sir, he is come, you know, my place, sick, sometime, he has come to my house, he has come to my place, he is sick, you know, with his business, he stuck, just like that, you know, he is feeling down in the ground.
- Q. When, October twenty-eighth?
- A. October twenty-six, October.
- Q. What did he say on the twenty-eighth of October?
- 30 A. Well, don't pay yourself, what for you no pay put you out too, Louis, and I never tell him paid, he has come, my wife paid, he has come all, he is excited, he is mad, he has mortgage with us, to see these people lose the money.

Cross-examination.

By Mr. Cole:

Q. Did you pay the October rent?

A. Yes, sir, pay my wife.

Q. After he told you not to pay it?

A. Pay.

Q. Why did you pay it after Georgetti told you not to pay it?

10

A. I don't like that business.

Q. Why did you pay the November rent after—

A. He is pay.

Q. Did you and Georgetti get together to try and throw Aspiotis out?

A. Yes, he is talking friend with me, he is talk like that, this business.

Q. Were you helping Georgetti to try to get Aspiotis out?

A. No, I help nothing, he is talk fool to me, he know all about it, he has done straight business, this man. 20

Q. He done straight business?

A. No, I no was before in here, I go, you know, to help Louis Aspiotis five hundred dollars, only, being he has killed fifteen people.

Q. Did you help Georgetti to try to get Aspiotis out of the property?

A. Georgetti? Me help him?

Q. Did you and Georgetti try to put Aspiotis out? 30

A. Yes.

Q. You did?

A. Sure.

Q. When did you and Georgetti try to put Aspiotis out?

A. I don't know, he has not done this man, he has not done this man, he is put out, too.

Q. Did you tell Mr. Gaskill that you were going down to Washington to try and get the money to pay the rent?

A. No, try to get the money, I tell Mr. Gaskill I am come to Washington, Dennis go away.

Q. You understand me?

A. Yes, I understand, don't talk, you know, don't know nothing.

Q. Wait until I finish this question. Did you
10 tell Mr. Gaskill that you were going down to Washington to try to get the money to pay the December rent?

A. No, sir, no.

Q. Did you tell him you were going down to Washington?

A. No, sir.

Q. You can't wait until I finish. Did you tell him you were going down to Washington to get the money to pay the rent?

20 A. No.

Q. How long were you gone?

A. Eight days; one week.

Q. One week?

A. Seven or eight days, yes, sir.

Q. Where did you stop in Washington?

A. What for stay in Washington? Stay seven or eight days, he is coming to my place.

Q. Where did you stop in Washington?

30 A. Stop Ninth Street with Manos Pappas in a room, Manos Pappas.

Q. Friend of yours?

A. Yes, friend of mine.

Q. Where does he live?

A. He live Ninth Street.

Q. Is he here?

A. Here, yes.

- Q. Where does he live now?
A. Now he is come last night.
Q. From Washington?
A. Washington, yes, sir.
Q. Stay in the hotel?
A. He is here now.
Q. What is he doing here?
A. He is explaining everything to Mr. Georgetti;
he is talking to Mr. Georgetti. 10
Q. He is a witness?
A. Yes, sir.
-

GEORGE DI LOPOULO, sworn for complainant.

Direct examination.

By Mr. Weeks:

- Q. Did you meet at Judge Shinn's office in July,
early in July when Georgetti— 20
A. Shinn's office?
Q. Wait a minute.
A. No, sir, Gaskill's office.
Q. Burton Gaskill's office, July, when Georgetti
and Dennis were present?
A. Yes, sir.
Q. Dennis Krekokias?
A. Yes, sir. 30
Q. Do you know whether an agreement was had
that day that Georgetti should buy—

Mr. Cole: I object to this as being leading. Let
him state the conversation.

The Court: Yes, leading.

Q. What was the conversation there that day?

A. The conversation was they phoned me about two o'clock to go to Mr. Gaskill's office to act as an interpreter for Mr. Krekokias. Mr. Krekokias was trying to buy his partner for forty-five hundred dollars, so I went there to be an interpreter for Mr. Krekokias. So when I went there Mr. Shinn came up with a proposal that he gives, his client pays ten thousand dollars or gets eighty-four hundred and
10 fifty.

Q. Who was Mr. Shinn's client?

A. Mr. Aspiotis.

Q. Mr. Aspiotis, the present complainant?

A. Was acting as his attorney at the time, yes, sir.

Q. What was said?

A. So we begged to Dennis to take the ten thousand or pay Louis the eighty-four hundred and so much it is.

20 Q. What about debts?

A. The one who buys the place he takes the debts on his own responsibility. So Mr. Georgetti said to Dennis already to take Louis back at that time, he didn't got much money, and he was willing to pay six thousand dollars and Dennis to go out and find about twenty-four hundred dollars from somebody else to pay Louis the eighty-four hundred and fifty what it was at that time. So everything it was to go agreed with, in fact it was about around five or
30 six o'clock and we went for supper and after supper they should go back and close the deal. Well—

Q. Who said they should come back and close the deal?

A. Everybody there, the lawyers agree together to come back and close the deal.

Q. When?

A. Third day of July.

Q. When were they to come back?

A. After supper, about seven or eight o'clock. So I went to my office, I never went there for there was no need for any more, when I came back I heard the deal was off; why, because Mr. Georgetti—

Q. Did Georgetti tell you why it was off?

A. No, Mr. Georgetti said he was going to Italy, in fact he left the sixth or seventh day of July to Italy, and needed money, so this is why the deal 10
fell off. Now—

Q. Did you see Georgetti and talk with about him why the deal went off?

A. Well, the deal was off, I don't know how many, how the deal went off, but—

Q. Did you hear Georgetti make any statement before he went to Italy as to what should be done about the rent or paying the rent at the Hotel Georgetti?

A. Well, he said to Dennis, "Don't worry," he 20
says, because Dennis he was telling him why he should fail if done what he says, "I am going to Italy, but," he says, "you pay the rent of July, you pay the rent of August, you pay the rent of September, and don't pay the month of October." I asked Dennis, "How much you pay July, August and September?" He says, "Thousand dollars." I says, "Don't you do it, pay the October. How much is October?" He says, "Five hundred." I says, 30
"Pay it."

Q. Did Georgetti say anything else after he said don't pay the October rent?

A. Sir?

Q. Did Georgetti say anything else after he said don't pay the October rent?

A. Oh, yes; he says, "If we don't pay," he says, "I will break the lease and put out Louis."

Q. Did you see Georgetti after he came back from Italy?

A. Yes, latter part, in October.

Q. Have any conversation with him or hear him say anything about the October rent?

A. Well, the October rent, of course, they didn't pay it and I was begging Krekokias to pay the rent, so finally they brought the rent and they paid a little part. When Krekokias paid the rent of
10 course Mr. Georgetti was sore and he started a proceeding against them.

Q. Did you hear Georgetti say anything to Dennis Krekokias concerning the fact that he had paid the October rent?

A. Yes, when he paid the October rent he was sore, he says, "How do you expect to break the lease and take out Louis?"

Cross-examination.

20

By Mr. Cole:

Q. When was it you went to Mr. Gaskill's office?

A. The third day of—previous to that but this time was the third day of August.

Q. August or July?

A. I mean July, before the Fourth.

Q. Where do you live?

A. I live 29 South Kentucky.

30 Q. What was your business then?

A. My business? I am a musician myself, sir.

Q. What?

A. Musician.

Q. Musician?

A. Yes, sir.

Q. What kind of a musician?

A. Everything.

Q. How long have you known Mr. Aspiotis?

A. About three or four years.

Q. How long have you known Krekokias?

A. Same time—Krekokias about fourteen or fifteen years, since came to this country.

Q. Where did you meet the people that went with you to Mr. Gaskill's office?

A. Where I met the people, what people?

Q. Didn't you go there with Mr. Krekokias, what-
ever his name is? 10

A. They phoned me in the property and I came down to 29 South Kentucky and I wanted to act as an interpreter for Mr. Krekokias; we went to Mr. Gaskill's office, yes, sir.

Q. Where is his office?

A. Guarantee Building, right on the sixth floor; he was just across his brother's office.

Q. At what time of the day was it?

A. About around two o'clock. 20

Q. In the afternoon?

A. Yes, sir.

Q. And you went directly to Mr. Gaskill's office?

A. Exactly.

Q. How many of you were there?

A. Myself, Krekokias, Mr. Michael Sursoc and Georgetti.

Q. Who?

A. Georgetti.

Q. Was he with you when you got into the building? 30

A. Exactly.

Q. Where did you meet him?

A. We met him from the place and I went along and then he came along.

Q. Who did Mr. Gaskill represent?

A. Represented Mr. Krekokias.

Q. Did you take a seat in Mr. Gaskill's office?

A. Yes, sir.

Q. Who was the first person spoke after you got in there, who began to talk?

A. Well, he began to talk, of course we started to ask Krekokias if Krekokias——

Q. What did he say and to whom did he say it?

A. To his lawyers, of course.

10 Q. What did he say?

A. That he is ready to buy Louis for forty-five hundred dollars, so Mr. Gaskill went on his duty and he was trying——

Q. Pardon me; never mind commenting on Mr. Gaskill. Tell me what it was that Mr. Krekokias said.

A. He wants to buy his partner for forty-five hundred dollars.

Q. What did Mr. Gaskill say in reply?

20 A. He was trying to get Louis——

Q. What did he say?

A. He was trying to get Louis if he accepted.

Q. Can't you tell us what he said?

A. What do you mean, what he said?

Q. I mean just that, what did Mr. Gaskill say?

A. He said he was trying to get Louis on the phone to bring him over and put the proposition to him.

Q. Louis come over?

30 A. No, sir, instead came——

Q. Louis didn't come over, did he?

A. No, sir.

Q. Then who talked next?

A. Then the talking was all four.

Q. Not all at the same time, were they?

A. Of course not.

Q. Were you doing any talking?

A. I was doing interpreting of Krekokias.

Q. What did Georgetti say?

A. Georgetti was willing to buy.

Q. Not what he was willing, what did he say?

A. That is what he said, that he was trying to buy Louis out.

Q. Won't you tell us what he said?

A. He said he was willing, he said, "I like to buy Louis," and he says, "I am going away and when I come back," he says, "I give you a chance," three months, "and when I come back," he says, "I will put you partner with my son-in-law Fiore."

Q. Said that to Krekokias?

A. To Krekokias, me and to everybody.

Q. Did he say how much he was willing to give Louis?

A. Four thousand five hundred.

Q. Four thousand five hundred?

A. Yes, sir.

Q. That is the same figure that Krekokias mentioned to Mr. Gaskill?

A. That is what Krekokias was willing to pay for Louis and he same thing, of course, Mr. Georgetti was willing to pay the same amount of money.

Q. Who was he going to pay the money to?

A. Who?

Q. Who was Georgetti going to pay the money to?

A. To Aspiotis.

Q. Were both of them trying to buy Aspiotis out?

A. Well, he was the backer, Mr. Georgetti was the backer to Krekokias.

Q. In other words, Mr. Georgetti was going to put up the money that Krekokias needed to buy Aspiotis out, is that the idea?

A. Yes.

Q. What was finally said, what was agreed to?

A. Finally it was that Mr. Shinn came up and he said, "My client is ready, he is downstairs in the office," so he says, "what he says he gives you ten thousand dollars, Mr. Krekokias, or accept eighty-four hundred fifty dollars."

Q. That is Mr. Shinn represented Aspiotis?

A. Yes, sir.

Q. He said, "I will sell for ten thousand dollars,"
10 is that right?

A. How is that?

Q. Judge Shinn said that his client would sell for ten thousand dollars?

A. No, he gives, he buys Krekokias for ten thousand dollars or he, my client, gets eighty-four hundred fifty dollars.

Q. Then what was said?

A. Then, of course, Mr. Georgetti had no sufficient fund, I suppose, at that time.

20 Q. Don't tell us what you suppose; what was said?

A. Mr. Georgetti was willing to pay six thousand dollars and Mr. Krekokias was trying to find for a loan of twenty-four hundred dollars and there was all agreed that after supper to come back and close the deal.

Q. Well, there wasn't any bargain reached at that time, was there?

A. Almost reached, but I don't know what—

30 Q. What was the bargain that was reached?

A. That Mr. Georgetti and Mr. Krekokias buy Louis' interest for eighty-four hundred fifty dollars.

Q. Who was to provide the money?

A. Mr. Georgetti.

Q. How much?

A. Six thousand dollars.

Q. Where was the other twenty-four to come from?

A. I was directing Mr. Krekokias to go and get twenty-four hundred dollars from somebody.

Q. Where was he going to get it?

A. Don't know.

Q. Didn't he say?

A. No.

Q. Then you went back later in the day and they 10
said the whole thing was off?

A. At night.

Q. At night?

A. Yes.

Q. Whole thing was off?

A. Yes, sir.

Q. Where are you living now?

A. 29 South Kentucky Avenue.

Q. At the Central Hotel?

A. Yes, sir.

Q. How long have you been living there? 20

A. Over a year.

Q. Are you a boarder there?

A. How?

Q. Are you a boarder there ?

A. I am boarder there. Well, I live there, of course.

Q. Room there and eat there?

A. No, sometime eat there, sometime eat outside.

Q. When was it you say that Georgetti said to 30
Dennis that he would break the lease and put out
Louis?

A. This it was third day of July and latter part
of October, same story.

Q. On this day that they were bargaining to buy
he made that statement to you?

A. No, this was late at night when everything was off.

Q. Everything was off?

A. Yes, he says, "Don't worry, don't pay the month of July, don't pay the month of August, don't pay the month of September," he says, I mean pay those three months, "Don't pay the month of October," and I asked Dennis——

Q. Never mind what you asked Dennis.

10 A. I say, "October payment," I said, "How much you pay?"

Q. Was Georgetti there?

A. Of course.

Q. Were you talking in Greek or English?

A. In Greek, Italian, and so forth, like that; I speak several different languages.

Q. Did you speak all those languages on that occasion?

A. No, I speak sometimes Italian, sometimes
20 English.

Q. Did Mr. Georgetti understand what you were saying to Dennis?

A. Italian?

Q. Did you speak to Dennis in Italian?

A. No, Greek.

Q. Does Georgetti understand Greek?

A. I don't think so, no, sir.

Q. Way back in July, 1922, Georgetti told Dennis, in your presence, that he was going to break
30 the lease and put Louis out; is that right?

A. This was the third day of July.

Q. Won't you please answer my question; back in July, 1922, you heard Georgetti tell Dennis he was going to break the lease and put Louis out?

A. If they didn't pay the month of rent, the month of October rent, when he came back from

Italy, he says, "I will break the lease and take out Louis."

Q. Then when he got back, he found fault with Dennis because he had paid the October rent?

A. Of course.

Q. Is that right?

A. He paid the latter part.

Q. When he got back from Italy he found fault with Dennis because he had paid the October rent?

A. He didn't pay that time until he got back, he didn't pay the month of October, he paid later on, last part of October. 10

Q. Didn't you say that after Georgetti got back from Italy he found fault with Dennis because he had paid the October and November rent?

A. I didn't say that. I say that when he came back, after two or three days, Dennis paid the rent and he was sore, "Why you should pay the rent?" You see. Of course, then he was sore and he started proceeding against Dennis and Louis Aspiotis in a few hundred dollars. 20

Q. Where is your place of business?

A. It is on the Boardwalk and Georgia Avenue.

Q. What are your hours?

A. My hours?

Q. What hours do you keep your place open?

A. Well, I keep open until twelve o'clock, eleven, half-past eleven, twelve o'clock.

Q. Night?

A. Yes. 30

Q. What time in the morning?

A. Around eleven o'clock, twelve o'clock.

Q. Where do you eat?

A. In the Boardwalk.

Q. What time of the day was this conversation of Georgetti's after he returned from Europe?

A. Oh, this was in the evening, we had conversation room number one.

Q. Where?

A. New Central Hotel.

Q. What time?

A. It was, of course, in the evening; I don't remember what time.

Q. What time in the evening?

A. After six, after seven I think.

10 Q. I thought you were in your place of business until eleven or twelve o'clock at night?

A. At that time I closed; I have no business; only my business place open until September tenth.

Q. Then was your store closed up at that time?

A. Yes.

Q. You say in room number one at the Central?

A. Yes, sir, room number one we had our first meeting when he came back from Italy.

Q. Who occupied room number one?

20 A. Nobody, it was empty and we went just privately fearing that Mr. Aspiotis would take our conversation.

Q. Did you understand that Krekokias and Georgetti were trying to put Louis out?

A. Yes, sir.

Q. Did you encourage that or discourage that?

A. I discouraged Krekokias.

Q. Are you a friend of Aspiotis?

30 A. Not more than everybody, Georgetti, and Aspiotis.

Q. Did you not tell Aspiotis that they were trying this, Georgetti and Krekokias, were making a bargain to put him out?

A. After I had the facts——

Q. Did you, that is all, did you do it?

A. No, I didn't do it.

Q. You are a friend of his, are you?

A. Friend of everybody.

Q. Didn't it occur to you, though, that it was your duty to go and tell Aspiotis these two men were bargaining to try and throw Louis out of that place?

A. He knew it.

Q. Who knew it?

A. Aspiotis knew it.

Q. Oh, he did?

10

A. Knew it.

Q. He knew they were trying to put him out?

A. He knew it from the——

Q. You say he knew that Krekokias and Georgetti were bargaining to try to get him out, is that correct?

A. Yes, sir.

Q. How do you know he knew it?

A. Because there was, of course, something like this can't be kept secret too long.

20

Q. How do you know that Aspiotis knew?

A. Because he came to me.

Q. Did he tell you that?

A. He told me but I didn't give him no satisfaction.

Q. Did you know about this proceeding in December they had for non-payment of rent?

A. Yes.

Q. Where were you living then?

A. When?

30

Q. December when this suit was brought.

A. I went to New York.

Q. Then you weren't in Atlantic City?

A. Yes, I came. I was about to come back home early part of March.

Q. I am asking you if you were in Atlantic City

when the proceedings were going on in the District Court in December to put them out?

A. I wasn't here, sir.

Re-direct examination.

By Mr. Weeks:

Q. After Georgetti said that if they did not pay
10 the rent for October he would break the lease and put Aspiotis out, did you hear Georgetti say anything about giving Dennis any assurance that he wouldn't be put out?

A. I asked him that.

Q. What did you ask Georgetti?

A. I asked Georgetti when he said we don't pay
the month of October and I asked him, then I asked
Krekokias, "How much you pay?" "Five hundred
dollars." "Don't you do it." Then I turned
20 back to Georgetti and I say, "Will you give him
written guarantee in case you break the lease that
Dennis Krekokias is going to be in, to insure him?"
He says, "No, I can't do that."

Q. You didn't tell Aspiotis anything about it?

A. No.

Q. You were working as interpreter for Dennis
Krekokias?

A. That is all.

MAX GROSSMAN, sworn for complainant.

Direct examination.

By Mr. Weeks.

Q. Mr. Grossman, you sold furniture to Mr. Aspiotis and Mr. Dennis Krekokias, didn't you?

A. Yes, sir.

10

Q. Do you know what your bill for goods amounted to?

A. Yes, I got the bill right here.

Q. Can you tell us?

A. Yes, here is a duplicate.

Q. How much was the total?

A. \$6,777.58.

Q. Do you know where the furniture went to?

A. To the Central Hotel, South Kentucky Avenue.

20

Q. There was a balance left on that account up until recently of how much?

A. Around fifty or fifty-two dollars, in that neighborhood.

Q. Did you start suit for that amount?

A. Yes, sir.

Q. How did you come to start suit for it?

A. He gave us a note for that amount, well, he originally gave a note and he kept reduced, finally came to the last payment, I suppose he didn't have the money to pay it, to take the note up.

30

Q. Why did you start suit?

A. The note went to protest and we wanted to collect the money.

Q. Did you start suit on your own account?

A. Of course, we turned it over to our attorney to enter suit against him.

Q. When did you actually get that money?

A. About December, I think, in the neighborhood of December.

Q. Who did you get the money from?

A. Mr. Mike Georgetti brought it in.

Q. Mike Georgetti brought you your money?

A. Yes, sir.

Q. When, tell us as near as you can, was it in December?

10 A. I think so; I am not quite sure; I think around the month of December.

Q. Do you know whether it was—in what part of the month of December?

A. In—I think my father is here now and he can maybe give you to that effect.

Q. Mike Georgetti brought it in to you; how did he pay you?

A. Brought us in a check.

Q. Whose check?

20 A. I think it was his own check; I am not sure, but I think it was his own check.

Q. You don't know whether it was December or January he paid it?

A. I think it is December or January; I am not quite sure; I haven't take notations to that effect.

Q. Did you see Georgetti to talk with him about this case before you brought your suit?

A. No.

30 No cross-examination.

SAUL GORSON, sworn for complainant.

Direct examination.

By Mr. Weeks:

Q. Mr. Gorson, what is your business?

A. Counsellor-at-law.

Q. Did you represent the Kensington Carpet Com- 10
pany, of whom Mr. Grossman, the witness preceding
you, is a member in a suit against Aspiotis and
Krekokias?

A. I did.

Q. Do you know when you started the suit?

A. I do.

Q. When was it?

A. I can give it approximately from my records.

Q. Just tell us when it was.

A. Might I ask the Court if this is proper testi- 20
mony for me to give?

The Court: Oh, yes; there is no objection to that,
I take it.

A. My records show District Court returnable
12/20/22.

Q. December twentieth, returnable 1922?

A. Yes.

Q. Do you know whether you issued execution on 30
the judgment?

A. My records show that "Ex. 1.35" so I assume
an execution was issued.

Q. How did you get your money and when?

A. At liberty to tell that also, your Honor?

The Court: Yes.

A. I have a record here "1923, 1/17, M. Georgetti \$60.45" I presume that is a check of Mr. Georgetti.

Q. What date is it?

A. My records show 1/17, I don't know whether that is the date of my entry or the date of the check.

Q. Was it Georgetti's check?

A. All my record shows is "M. Georgetti" and I presume it would refer to a check I must have had.

10 No cross-examination.

JOHN SYKES, sworn for complainant.

Direct examination.

By Mr. Weeks:

20

Q. Mr. Sykes, you are a member of the firm of John Sykes and Sons?

A. Yes, sir.

Q. As such, did you do some work on the New Central Hotel?

A. Yes, sir.

Q. When did you do the work?

A. In the spring, I think, of 1922.

Q. For whom did you do the work?

30 A. Well, we done the work for "what is his name?" I can't pronounce those names.

Q. Aspiotis and Krekokias?

A. Yes.

Q. Do you know how much your bill was?

A. Seven hundred and some odd dollars; I can't just remember what it was.

Q. I show you here a note here for \$450 dated October 2, 1922, payable two months, to John Sykes and Sons, signed Louis Aspiotis and Dennis Krekokias, and I ask you if that was in connection with that account?

A. This is a renewal; they gave us a note for five hundred dollars and made one payment on it and this is a renewal that went to protest.

Q. Then you sued upon the note?

A. Yes.

10

Q. Before you started a suit did you talk with Georgetti about your claim?

A. Well, had no real talk with Georgetti, about the time that this note went to protest told Mr. Georgetti about it and he told me that they were having some trouble there and that I had better protect my interest because he had promised me—when we done this work it was with the understanding that if these proprietors did not pay the bill that Mr. Georgetti was to pay it. In other words, he guaranteed our bill.

Q. Did he tell you what he was going to do?

A. No more than he said they expected trouble there and I had better get busy and protect my interest.

Q. Did he say anything about whether he was going to take any proceeding against Aspiotis and Krekokias?

A. No, he didn't say anything what he was going to do; he told me he expected trouble there and for me to protect my interest and I immediately got in touch with my attorney and told him to look afer it.

30

Q. You made an affidavit; is that your signature?

A. Yes.

Q. Will you read the affidavit?

A. I know what is in there.

Q. Do you now say that Georgetti didn't say anything about what he was going to do with respect to Aspiotis and Krekokias?

A. Not any more than, as I said before, that he told me he expected to have some trouble there and as he stood good for my bill it was to my interest to get busy and protect myself.

Q. And that was all?

A. That was all.

10 Q. Now, Mr. Sykes, you brought suit then upon your note; now did you get your money?

A. No.

Q. There was testimony in this case about a new note made by Frank Fiore and Georgia Krekokias to you; did you get such a note?

A. Yes.

Q. How much is that note for?

A. Five hundred dollars.

Q. Do you know when you got that?

20 A. I am not positive to the time; I think it was in January.

Q. January?

A. I think so.

Q. Do you remember how you got it?

A. I couldn't tell you; I think I got it through the mail.

Q. From who?

A. Through the mail.

Q. Do you know who sent it to you?

30 A. I couldn't say who mailed it.

Q. What was that note for, in fact?

A. Well, that note was to take care of the other with the court costs added.

Q. That was to represent that judgment that you had gotten against Aspiotis and Krekokias, wasn't it?

A. Yes, sir.

Cross-examination.

By Mr. Cole:

Q. As I understand it, you were not willing to take these people as your debtor and you wanted Mr. Georgetti to make your money good, is that right?

A. Yes, that is right.

Q. Didn't you regard them as responsible? 10

A. No, I didn't know anything about them and we were doing work for Mr. Georgetti at the time and my son, who is one in partners with me, he came back and told me about this job and I asked him, I says, "Well," I says, "is Mr. Georgetti going to stand good for this?" I says, "We don't know these people." He says, "Well," he says, "I don't know." He seemed to think they were all right. Then I saw Mr. Georgetti myself before that we started the work. 20

JOHN HARONIS, SWORN for complainant.

Direct examination.

By Mr. Weeks:

Q. Mr. Haronis, did you talk with Georgetti concerning Aspiotis or his putting Aspiotis out of the property and, if so, when? 30

A. Well, that was the last part of October, beginning November.

Q. What was said?

A. Well, Georgetti—

Q. Was this Michael Georgetti?

A. Yes, sir. Well, he asked me if I got my money. There was money coming to me and I said no, I got a suit against them. Well, he says to me, and I asked him what he advised me to do because I know that he was always after breaking the lease and I ask him what he is going to do, if he was going to do, I says, "I will let the sheriff go ahead." I had judgment made already, but, of course, he says
10 to me, he says, "Well," he says, "I can't promise you anything." He says, "I liable to do anything."

Q. Anything else said?

A. Well, then, Mr. Krekokias wanted from me, he wants to find out what I was talking with Georgetti—

Mr. Cole: I object.

The Court: Was Georgetti there?

20 A. Yes, was just about from here to the chair further up.

The Court: Could he hear what was said?

A. No, couldn't hear it.

The Court: All right, you can't tell us then.

30 Q. Was there anything else said to you by Georgetti?

A. Nothing else except that he was going to—if he was going to get his money he was going to put up a suit against them and break the lease, get Mr. Aspiotis out, that is all.

Q. What did you say to him?

A. I said to him, "You shouldn't do such a thing as that," I says, "because it is not right because I am in business myself, it isn't right, you got your money" and that is all.

Q. What did he say to that?

A. He didn't say nothing to me.

Cross-examination.

By Mr. Cole:

10

Q. What is your business?

A. My business restaurant business.

Q. Where?

A. 942 Washington City, 415 Boardwalk, Atlantic City, Ocean City Boardwalk and Brooklyn, New York.

Q. Where is your home, your legal residence?

A. Well, up until the first and second week of November my home was here in Atlantic City, then I made it in New York when my new business started.

Q. Where were you actually living in October and November at the time you had this talk?

A. I was living 12 North Massachusetts Avenue.

Q. Did you say these people owed you some money?

A. Yes, sir.

Q. How much?

A. Thousand dollars.

30

Q. What for?

A. I loaned them.

Q. What?

A. I loaned them.

Q. Loaned them a thousand?

A. Yes.

Q. When did you loan it to them?

A. Well, sir, be, I guess, about——

Q. Cash or check?

A. Well, no cash, I give him check, yes, through the Boardwalk National Bank.

Q. What did they want the money for?

A. I don't know; I didn't ask them.

Q. You know both of them?

A. Yes, sir.

10 Q. How long have you known them?

A. I know them since about three years, I guess, about two and a half years.

Q. Were you trying to get this money?

A. What?

Q. Were you trying to get this money?

A. Yes, sir.

Q. You didn't get it?

A. Yes, I did.

Q. When?

20 A. I did when they go along.

Q. I say when did you get it?

A. I got it November, last November.

Q. You got this out of the money they borrowed on the chattel mortgage?

A. On the loan, yes, sir.

Q. Had you been after them for some time to pay the amount they owed you?

30 A. Well, we had the note drew for seven months, so far as I remember, and when the seven months expired they didn't have it, of course they renewed the note to give them another month's time.

Q. What was it that you wanted Mr. Georgetti to promise to you? You say he said, "I can't promise you anything."

A. Because I heard that he was going to break the lease and I wanted to know if he was going to make good my thousand dollars.

Q. If he was going to make it good?

A. Yes.

Q. Why would he make your thousand dollars good?

A. If he was going to break the lease, I didn't have no mortgage, note on it, was just plain note, that is why.

Q. You say he told you if he didn't get his money he was going to break the lease?

A. Yes, sir.

10

CONSTANTINO STOICOS, sworn for complainant.

Direct examination.

By Mr. Weeks:

Q. Mr. Stoicos, did you meet Mr. Michael Georgetti and talk with him concerning this dispossession proceeding brought against Aspiotis and Krekokias? 20

A. If I had talk at the same time?

Q. (Repeated.)

A. Well, I did talk to him about the matters and I have asked him why he was going to do all that. Well, I met Mr. Georgetti and he told me that he was going to put Louis out and all that and I talked about that money and I told him about how much money they owe you, about seven or eight hundred dollars, I say, "All right, I will pay you that money." I say, "I will see you get your money every month," and that was about after the three days was over given time in the court to pay the rent. 30

Q. Do you know when it was any more definitely as to the month or part of the month?

A. Why, exactly, I don't know. I think I have ben talking, it was day after the three days they give them time in the court to pay the rent.

Q. Was it in December?

A. Really I don't know.

Q. You think it was after the suit for possession had been brought?

A. Why, it was the day after they gave them three days in court to pay the rent; it was exactly
10 the day after.

Q. Was it the day after the case came up in court?

A. The day after the case came up in court.

Q. What did you mean when you said you would see he got the money every month?

A. Why, I guaranteed, I was going to pay the money they owed him, Mr. Georgetti, and after that I would guarantee him that he got his money every month.

20 Q. What did he say?

A. He says, "too late now."

Q. Was there any price mentioned by him at which he would let Aspiotis continue?

A. Why he was saying that he want more money I guess about after he thought he break the lease he say he want more money for the new lease.

Q. Did he say how much?

A. About nine hundred dollars, I guess.

30 Q. What did you say in behalf of Aspiotis to that?

A. Why, really, I didn't say anything after that.

Q. What do you mean by nine hundred dollars, he wanted nine hundred dollars?

A. Nine thousand dollars a year.

Q. Nine thousand dollars per year?

A. Yes, sir.

Q. You didn't care to see that he got that by Aspiotis?

A. No.

Cross-examination.

By Mr. Cole:

Q. You say you went to see Mr. Georgetti on behalf of Aspiotis?

A. I went to see we might go in the place there.

Q. Who might go?

A. When I went there Mr. Georgetti and several others they were sitting there.

Q. Sitting where?

A. At the restaurant.

Q. You mean in this New Central?

A. Yes.

Q. Who was sitting there?

A. Mr. Georgetti, Louis Aspiotis, myself, and several others, three or four, I don't know the names.

Q. And you think that was when?

A. That was the day after that they gave them three days' time to pay the rent in the court.

Q. Well, now you were all there together, Aspiotis, you, Georgetti and somebody else?

A. Yes, sir.

Q. What did you talk about?

A. Well, I have been talking to Mr. Georgetti to see that he was claiming for some time owed him six or seven hundred dollars and I told him I will give him the money and guarantee he will get the month rent every month.

Q. That is while Aspiotis was there that you were making this talk?

A. Yes.

Q. What did Aspiotis say?

A. He didn't say anything.

Q. Georgetti said to you in the presence of Aspiotis that he owed six or seven hundred dollars?

A. Yes.

Q. And you promised to pay that and to guarantee the future rents?

A. Yes.

10 Q. And that was after these proceedings had been going on for possession of the property?

A. It was the day after three days they gave them time to pay the rent.

Q. You knew that they were proceedings in court at that time, didn't you?

A. What?

Q. Did you know that there were proceedings in court at that time?

A. No, I didn't know anything about it.

20 Q. What did Mr. Georgetti mean when he said, "It is too late now"?

A. He meant after the three days was over he gave to pay in court that he had nothing to do.

Q. So did know there was something in court?

A. That I didn't know.

Q. Who first started to talk about this matter, you or Georgetti or Aspiotis?

A. We were talking together.

Q. About what?

30 A. About business proposition.

Q. About the non-payment of the rent?

A. What is that?

Q. About the non-payment of the rent?

A. Well, about all the things we had there, all the matters.

Q. You are quite clear about that; you are quite clear you heard what you have just testified to?

A. That is all I have heard about it.

Q. You think it was in December?

A. It was the day after the three days they gave notice, I don't remember what it was.

Q. Was it a year ago or five years ago?

A. It was about six months ago, I guess.

Q. Six months ago?

A. Yes, sir.

Q. That was while Aspiotis was yet in the property?

10

A. Who?

Q. Was that while Aspiotis was yet in the property and while he was still there?

A. He was inside, he didn't know himself where he was.

Q. Anyhow you had agreed to pay six hundred dollars which Georgetti said was due him for rent?

A. Yes, sir.

Q. To that Aspiotis said nothing?

A. No.

20

Q. Did you talk in English?

A. Certainly.

Q. Aspiotis understand English?

A. Certainly.

GEORGE PAPASPIO, sworn for complainant.

Direct examination.

30

By Mr. Weeks:

Q. Did you ever talk with Michael Georgetti and he with you about the matter of dispossessing Aspiotis and Krekokias from the Hotel Georgetti?

A. Why not exactly about that case but we was talking about a fellow came from New York——

Q. What do you mean by “not exactly?” Did you talk about the——

A. Got different conversation all the way through.

Q. What?

A. That was different conversation we had.

Q. Did the conversation pertain to Aspiotis?

10 A. Yes.

Q. Then tell us what it was?

A. Why a fellow came from New York to buy them two partners out.

Q. When was it?

A. Last November, I don't remember exactly the date. So I didn't see the fellow at all but I heard about it. I was running restaurant at that time, so at night time about six o'clock or a little after six I went upstairs and asked Mr. Dennis.

20 Q. I don't care what you asked him; I want to know what Georgetti told you.

A. If this fellow bought him out yet or not, so Georgetti stepped in at that time and asked Mr. Georgetti what is this fellow?

Q. Who asked Georgetti?

30 A. I did, asked Georgetti when this fellow, is this fellow here going to buy them out or not going to buy them out, so Georgetti told me he took this fellow to the train and sent him to New York and he told him that in a week time he will write him and tell him to come down here which he will sell the place to him, instead of these two fellows.

Q. Who will sell the place?

A. Mike Georgetti.

Q. Georgetti would sell it?

A. Yes, week after.

Q. What did he refer to? What did he mean by saying this?

A. His meaning was——

Mr. Cole: Not what his meaning was; what did he say?

Q. What did he say?

A. To break up the lease and have the place for himself. 10

Q. Did he use words "break the lease" he would break the lease?

A. Yes, sir.

Q. When was this?

A. That was November, part of November.

Q. What did you say to Georgetti?

A. Didn't say nothing about it because I wasn't much interested.

Cross-examination.

20

By Mr. Cole:

Q. You say this man came down from New York?

A. Yes, sir.

Q. To buy?

A. Aspiotis and Krekokias.

Q. To buy them out?

A. To buy them out, which I heard.

Q. Did you know the man?

A. No. 30

Q. How did you know he came down to buy them out?

A. They told me. Somebody else told me during the day.

Q. That is the only way you know it?

A. That is the only way I know it.

MANOS PAPPAS, sworn for complainant.

Direct examination.

By Mr. Weeks:

Q. Did Georgetti, Michael Georgetti, ever send you to see Aspiotis?

10 A. Yes, sir.

Q. When?

A. At the time he was dispossessed.

Q. What did he say? What did Georgetti tell you to say?

A. He says, "Go to Louis Aspiotis and tell him I give him five hundred dollars to sign papers that he has no claim on the place."

Q. When was this?

A. Was December.

20 Q. In December?

A. Yes, sir.

Q. Was that all he said?

A. Yes.

Cross-examination.

By Mr. Cole:

Q. Are you a friend of Aspiotis?

30 A. Yes, sir; I know him.

Q. How long?

A. About six years.

Q. How long have you known Krekokias?

A. I know him about eight years.

Q. How long have you lived here?

A. I used to live here.

- Q. You live here now?
A. No, I just came from Washington, yesterday.
Q. What is your business?
A. I was manager.
Q. Manager for what?
A. Lunch room.
Q. You mean down here?
A. No, in Washington.
Q. These people, Aspiotis and the other member
of the firm, owe you money? 10
A. They pay me.
Q. How?
A. They paid me.
Q. They owe you anything now?
A. No.
Q. Did they owe you?
A. They did but they pay me now.
Q. When did they pay you?
A. They paid me last week.
Q. Last week? 20
A. Yes, sir.
Q. How much did they pay you last week?
A. Eleven hundred dollars.
Q. How?
A. Cash.
Q. Who paid you the cash?
A. Who paid me? Louis Aspiotis.
Q. This man over there?
A. Yes, sir.
Q. Paid you eleven hundred dollars in cash last 30
week?
A. Yes, sir.
Q. Where did he pay you?
A. Where he pay me? He came to Washington.
Q. Whereabouts in Washington did he give you
the money?

- A. My place.
Q. Give him a receipt for it?
A. No.
Q. What did he owe you the money for?
A. I give to him.
Q. What do you mean, you loaned it to him?
A. Yes, sir.
Q. When?
A. At the time they open the business.
10 Q. You loaned it to him by check or cash?
A. Cash.
Q. And he paid you back in cash?
A. Yes, sir.
Q. He took no receipt?
A. No, sir.
Q. Did he tell you where he got the money?
A. No, sir.
Q. Where were you living when Georgetti asked
you to go to see him?
20 A. I was here.
Q. Were you living here?
A. Then Krekokias he came to Washington and
I told him, I says, "What for you come here?" he
says—
Q. You are talking about Krekokias coming to see
you in Washington?
A. Come not to see me, he come there.
Q. He did see you, didn't he?
A. He did, so I asked him—
30 Q. Never mind what you asked him. Where was
Georgetti when he asked you to go see Aspiotis?
A. When I tell you, December.
Q. I say where were you with Georgetti?
A. I was in Atlantic City.
Q. What were you doing here?
A. I came here just for pleasure.

Q. In December?

A. Yes, sir.

Q. Where did you stop?

A. I stopped 113 Ocean Avenue.

Q. With whom?

A. With Mr. Aspiotis.

Q. Where did you see Mr. Georgetti?

A. I see him Kentucky Avenue in the store next to pool room.

Q. Was that after Aspiotis had been put out? 10

A. Yes, sir; after.

Q. And he asked you to see him and tell him that he would give him five hundred dollars?

A. And tell him he would give five hundred dollars, yes, sir, if he sign papers has no claim on the place, yes, sir.

Q. At that time did you know that Aspiotis had an interest in the property, the personal property in the building?

A. I didn't get you. 20

Q. Did you know that Aspiotis had some property, furniture and furnishings in the building, New Central, at that time?

A. He was only partnership.

Q. I say you knew that?

A. Yes.

Q. Was this statement of Mr. Georgetti about five hundred dollars for his interest in the property?

A. No, sir. 30

Q. What was it to pay for?

A. To sign, just don't make trouble.

Q. To sign that he wouldn't make any trouble?

A. Yes, sir.

Q. To come back a moment to this eleven hundred dollars; you keep any books?

A. No, sir.

Q. Just think and tell us as near as you can when you got the eleven hundred dollars?

A. When I got it?

Q. Yes.

A. Last week I told you.

Q. What day last week?

A. I don't remember.

Q. What did Louis say to you when he came in
10 the house or office or store, wherever it was, to see you?

A. He came there to see me and he brought my money.

Q. What did he say when he paid you?

A. He didn't say nothing.

Q. Didn't say anything?

A. No.

Q. What kind of money was it?

A. What kind of money? American money.

Q. I don't suppose he would pay you in Italian
20 money.

A. No.

Q. Or German marks, but was it hundred dollar bills or five dollar bills or one, what was it?

A. Bills.

Q. What sized bills?

A. Fifty dollar bills.

Q. How many fifty dollar bills?

A. How many? I don't remember.

Q. Were they all fifty dollar bills?
30

A. All fifty dollar bills.

Q. Were they new or old?

A. What say?

Q. Were they new or old?

A. I don't remember.

Q. But it was one day last week?

- A. Sometime last week.
- Q. And in Washington?
- A. Yes, sir.
- Q. At your place of business?
- A. Yes, sir.
- Q. And where is that?
- A. On Ninth Street and Pennsylvania Avenue.
- Q. You have a bank account in Washington?
- A. No, sir.
- Q. What kind of business are you in? 10
- A. Lunch room business.
- Q. What?
- A. Lunch room business; not my business; I run the business.
- Q. You run the business?
- A. Yes.
- Q. How long have you been running it?
- A. Oh, about four months.
- Q. But you have no bank account?
- A. No, sir.
- Q. What did you do with this eleven hundred dol- 20
lars?
- A. I give it to my boss.
- Q. Give it to your boss?
- A. Yes, sir.
- Q. Are you sure it was one day last week?
- A. Yes, sir.
- Q. Now this is Tuesday and it was last week?
- A. Yes, sir.
- Q. What time of the day was it? 30
- A. I don't remember.
- Q. How long was he there?
- A. One day.
- Q. Was he with you all day?
- A. He came in six o'clock, he left in the morning.

Q. Following morning?

A. Yes, sir.

Q. Stayed with you all night?

A. Yes, sir.

Q. Did he come all the way down to Washington to pay you that eleven hundred dollars?

A. Maybe he had business to come down there; I don't know.

Q. Maybe he had some business there?

10 A. Yes.

Q. Tell you where he got the money?

A. No, he didn't say nothing.

Q. Now don't you know that he didn't give you any money at all and you haven't seen him until you came here for a month or two?

A. I did see him last week.

Q. Anybody present when he paid you this money?

A. Nobody.

20 Q. Was anybody by when he paid you the money?

A. Nobody.

Q. What did you give the money to your boss for, eleven hundred dollars?

A. I trust him. I give it to him.

Q. Did you give it to him or loan it to him?

A. I loan it to him.

Q. Loan it to him?

A. Yes, sir.

Q. Right away?

30 A. Yes, sir.

Q. Did he ask you to?

A. He ask me, yes, sir.

Q. Did he see Aspiotis pay you the money?

A. Yes, sir.

Q. He did?

A. Yes, sir.

Q. And then he immediately borrowed it from you?

A. What is that?

Q. And he borrowed it right away from you?

A. Not borrow; I give it to him; I don't want to carry money with me.

Q. What have you got to show that he owes you the money?

A. What?

Q. What have you got to show that he owes you 10 eleven hundred dollars?

A. He has got the business.

Q. Got the business?

A. Yes, sir.

Q. You haven't got any note from him?

A. No, sir.

Q. Do you usually loan people money without taking anything to show that you have loaned it to them?

A. I trust them, that is all. 20

Q. You trust them?

A. Yes, sir; he trust his business on me; now I am going to trust him.

COMPLAINANT RESTS.

DEFENDANT'S TESTIMONY.

LOUIS ASPIOTIS, recalled for defendant.

Direct examination.

By Mr. Cole:

10

Q. Were you in Washington last week?

A. No.

Q. Did you ever pay this gentleman eleven hundred dollars (referring to Pappas)?

A. No, I don't know nothing about it.

20 Mr. Cole: May it please your Honor, I don't know how important his testimony is, but it seems to me he ought to be held for perjury to give such testimony as that.

Mr. Weeks: I think that is right.

The Court: I think you probably can make a complaint and hold him.

30 DOROTHY SMILEY, sworn for complainant.

Direct examination.

By Mr. Weeks:

Q. Do you know Michael Georgetti?

A. Sure I do.

Q. Did you talk with him today?

A. No.

Q. Have you talked with him recently as to whether or not any rent was paid to him for the Georgetti Hotel for December?

A. Why last night I was talking to him and I was kind of heard their side of the story and I says to him, I says, "Did they pay you December rent?" and Mike says, "They paid December rent and they borrowed it back again." That was all I heard. 10

Q. He said they paid December rent?

A. And borrowed it back again; so I thought that was funny, that was all.

Mr. Cole: Never mind what you thought; just tell us what he said.

A. That is all he said; that is all was said.

Cross-examination.

20

By Mr. Cole:

Q. When was it he told you this?

A. Last night.

Q. Were you subpoenaed to be here today?

A. No.

Q. How did you come to be here?

A. I came in on my own interest yesterday. I am from Brooklyn and I came here, in fact I didn't know the case was up today, didn't know anything about the case. 30

Q. How did you come to be here?

A. I feel I have a privilege; I just came here on a visit.

Q. I don't mean that at all. I want to know how you came to be in this court room today?

A. I just came here to hear the case because I was interested.

Q. How did you know the case was on?

A. I knew the case was on yesterday, I came here yesterday, I came into Brooklyn yesterday.

Q. Case wasn't on yesterday; the case was on today.

A. Wait until I tell you, I came here yesterday on things of my own and I came here.

10 Q. What interest have you in this case?

A. The only interest—I haven't any interest in the case only that I was a cashier with them up until August first, until this trouble started with these people.

Q. Then you were a cashier down there?

A. Sure I was cashier down there.

Q. You wanted to see how this case comes out?

A. Naturally.

Q. You came all the way from Brooklyn?

20 A. I positively did not come all the way from Brooklyn for the case whatever. I swear I didn't come here for that case whatever, Mr. Cole.

Q. Why did you come?

A. I have my family here. I have a reason to come here on a visit, Mr. Haronis can vouch for that that I didn't come on that case.

Q. I didn't challenge what you say.

30 A. I don't want you to feel that I am perjuring myself to you by saying I came here, when I positively did not come here, I didn't intend to be a witness in the case, in any respect; I told them that last night.

Q. To who did you tell the story that Mr. Georgetti had told you about this rent?

A. I said last night, I said to them, I said, "Have you paid the rent?"

Q. Who did you say it to?

A. I said it to Louis.

Q. You want to see Louis win this case, don't you?

A. Sure I want to see Louis win the case because I think Louis was a just man.

Q. You want Louis to win the suit?

A. Yes.

Q. And you told Louis last night about what Georgetti told you?

A. I asked them that question did they pay the rent and borrow it back again, I wanted to understand it.

Q. What did he say?

A. So he said no or something like that, and Mrs. Krekokias was there too and she said no first, I mentioned to Mrs. Krekokias just what Georgetti said.

Q. Who was it said that they borrowed it back again?

A. Georgetti, Mike, said it to me.

Q. When did he tell you that?

A. In the machine in front of Frank's.

Q. When?

A. Last night.

Q. In front of Frank who?

A. Frank Fiore; he was there.

Q. He said last night that he was paid the rent and they borrowed the money back again?

A. That is what I understood him to say; just what I understood him to say and that is why I asked them—

Q. Never mind why; that is what he said to you?

A. Yes, surely, but I didn't come here to anybody's interest.

(Recess taken until June 27, 1923, at 9.00 A. M.)

Atlantic City, N. J., June 27, 1923.

Trial of the cause resumed at 9.00 A. M.

CLIFTON C. SHINN, sworn for defendant.

10 Direct examination.

By Mr. Cole:

Q. Something has been said in this case about a paper or agreement produced at the Ambassador Hotel to be signed by Mr. Aspiotis; do you have any knowledge about that?

A. Yes.

Q. State your connection with it?

20 A. There came a time in March of last year—of this year, when it was agreed by Mr. and Mrs. Krekokias that they would accept thirty-five hundred dollars for the interest of Mrs. Krekokias in the partnership existing between Fiore and Mrs. Krekokias. At about the time when the papers were to be executed we learned that Mr. Krekokias had charged Mr. Georgetti with having conspired with him to defraud Louis Aspiotis. In view of that I declined to allow Mr. Georgetti to go on with the
30 purchase of the interest. Mr. Gaskill then suggested that it might be possible to have a release executed by Mr. Krekokias and Mr. Aspiotis and it is my understanding that that effort was made.

Q. Is that why the thirty-five hundred dollars was not paid and the agreement consummated so far as Georgetti was concerned?

A. Yes. Well, at that time; it was afterwards decided by Mr. Georgetti that he would go on and make the purchase irrespective of this charge and that was communicated to Mrs. Krekokias through Mr. Gaskill, both being present at the same time, and she reported that her husband would not permit her to execute the bill of sale.

Q. Who did you understand was representing the Krekokias during this affair?

A. Mr. Burton A. Gaskill.

10

Q. Coming to the District Court, were you present on the return of the order to show cause in landlord and tenant proceedings?

A. Yes.

Q. Mr. Aspiotis there?

A. Yes.

Q. Will you state what, if anything, he said to the court touching the proceeding?

A. I didn't hear him say anything to the court.

Q. Was the amount of rent, so far as you know, due as claimed at that time?

20

A. Yes.

Q. Have you any memoranda of figures made up by Mrs. Krekokias to show that that rent was due?

A. I have a memorandum which was presented by Mrs. Krekokias at the time of entering into the partnership between Mrs. Krekokias and Mr. Fiore.

Q. Is that in her handwriting?

A. I think it is.

Q. She hand it to you?

30

A. She presented it, yes.

(Offered in evidence.)

Mr. Weeks: I have to object to the offering of it as being binding upon complainant.

Mr. Cole: Challenging here the question whether rent was due; we are showing by the witness who was on the stand produced by one of the defendants.

The Court: Yes, as a test of her credibility. I will admit it for that purpose.

(Paper admitted and marked D4.)

10

Q. Was ever a statement made in your presence that this rent was in fact due?

A. Yes.

Mr. Weeks: I object. By whom?

Mr. Cole: I am coming to that.

Q. Who made it?

20

A. Both Mr. and Mrs. Krekokias.

Q. And where was it made?

A. In my office.

Q. And when?

A. When we were ascertaining the amount of a note which was to be given by Mr. and Mrs. Krekokias and Mr. Aspiotis—or Mr. Fiore.

Q. Who were present?

A. Mr. Gaskill, Mrs. Krekokias, Mr. Krekokias, Mr. Fiore and Mr. Georgetti.

30

Q. Will you state in your own language just what was said as near as you can recall it, the substance of it?

A. Well, we discussed, as I say, the amount of this note and the items which would go to make up the amount; among others was discussed the rent item and it was then agreed that the rent was due

and I made a memorandum in my own handwriting which includes that item.

Q. Was that made while they were there?

A. Oh, yes.

Q. Where is that memorandum?

A. You have it.

Q. Is that the memorandum?

A. Yes.

Mr. Cole: We offer that.

10

Mr. Weeks: I object to that. What effect can a memorandum made by counsel for Georgetti have? Certainly not binding, memorandum that he made representing Georgetti.

Mr. Cole: In the presence of the parties to this case.

The Court: Mere fact the parties were present isn't any indication they knew it was made and the contents of it.

20

Mr. Cole: I think it is competent even as it stands.

Q. What knowledge did they have of these figures?

A. Those figures were gone over by all parties concerned and Mrs. Krekokias made a memorandum on the bottom of the paper which includes the rent.

30

Q. And you say these figures were used to make up a note which was signed?

A. Yes, this note.

Q. Will you produce the note?

A. It is already in evidence.

Mr. Cole: I offer this note that was marked for identification.

(Note admitted marked D3.)

The Court: I will admit the paper.

Mr. Cole: I offer the paper.

10 (Paper admitted marked D5.)

Mr. Weeks: Of course I still object to the offering of the paper.

Q. You refer to some figures made at that time by Mrs. Krekokias; will you take the exhibit and state what figures she made and what they represent, if you know?

A. These are the figures made by her.

20 Q. You referring now to all the figures in lead pencil on the lower right-hand part of the sheet?

A. Yes, and I have a memorandum in my handwriting, "rent \$479/83" and there appears the same figures in her handwriting.

Q. Is that the December rent about which this case has been revolving?

30 A. Three hundred dollars were due on December, fifty dollars my recollection is on August first, fifty dollars on September first and water rent amounting to \$74.88 and the costs incident to the landlord and tenant proceeding in the District Court.

Q. Did Mrs. Krekokias call at your office at times about this matter?

A. Yes.

Q. At that time would she be represented by Mr. Gaskill?

A. Yes.

Q. What, if anything, did you say to her about going and seeing her own counsel?

A. I told her that I couldn't discuss the matter with her; she came there sometimes alone and sometimes accompanied by her husband. I told her that she was represented by counsel, that her request couldn't be complied with and that she must go and see Mr. Gaskill.

Q. What was it she was asking you to do or your client to do? 10

A. She wanted Mr. Georgetti to enter into an agreement, made the request both verbally and that some verbal assurance be given her and that some written assurance be given her and her husband that they would be taken care of in the event of the District Court proceeding resulting in a warrant of removal, and I declined to entertain any such proposition pointing out to her that it would be a conspiracy and that I wouldn't become involved in any conspiracy and wouldn't permit my client to. 20

Q. Was there ever any time whenever you or Georgetti in your presence made any agreement with either Mrs. Krekokias or he that in the event of your succeeding in the landlord and tenant proceedings to dispossess the co-partnership that they would have an agreement that they might remain there?

A. Never.

Cross-examination. 30

By Mr. Weeks:

Q. Judge Shinn, what was the necessity from a legal standpoint, you being the attorney for Georgetti, for seeking to obtain a release from Aspiotis releasing all claims against Georgetti in March?

A. Why Mr. Georgetti had agreed to pay thirty-five hundred dollars to Mrs. Krekokias for her interest in the partnership and I didn't think it was a proper thing to permit him to go ahead with that in the face of the charges which Mrs. Krekokias' husband was making.

Q. Where did you learn of any charges being made by Mr. Krekokias?

A. From Mr. Richard H. Robertson.

10 Q. And were you fearful that unless you had a release that there might be some trouble?

A. No, I knew that if there was a release that there could be no trouble.

Q. You had some apprehension then about the proceedings that you had taken in behalf of Georgetti and because of that in fact of now some suggestion by Dennis Krekokias that there was a conspiracy, you proceeded to seek a release from Aspiotis, didn't you?

20 A. I had no apprehension, Mr. Weeks. My conscience was absolutely clear in my representation of Mr. Georgetti in these various proceedings and I wasn't seeking the release; that was suggested by Mr. Gaskill.

Q. Didn't you prepare the release?

A. I did not.

Q. Then what part did you have to do with getting or seeking to get the release?

A. I had nothing whatever to do with it except as
30 I have already related.

Q. You said, did you not, that you would not permit the settlement of the thirty-five hundred dollars to be paid by Georgetti unless a release were first obtained from Aspiotis; didn't you say that?

A. No, I did not. I said that when I learned of this charge made by Mr. Krekokias that I declined to

permit Mr. Georgetti to go on with the transaction and it was then suggested by Mr. Gaskill that a release be obtained, if possible.

Q. And the release was the only thing that in your judgment would hold up the settlement? In other words, if they would get a release from Aspiotis releasing Georgetti of all claims whatsoever, then you would permit the settlement of thirty-five hundred dollars, on the thirty-five hundred dollar basis?

10

A. Yes, and we afterward agreed to go ahead with the transaction notwithstanding the charge that was made by Mr. Krekokias.

Q. When did you agree to do that?

A. Well, I can't give you the exact date.

Q. How long after the——

A. It was sometime in March.

Q. How long after the release was sought to be obtained?

A. Oh, it may have been a week.

20

Q. Now in connection with the landlord and tenant suit based upon an allegation of rent due for December, you say Mr. Aspiotis was in court on the return of the rule to show cause?

A. Yes.

Q. You heard the testimony yesterday that he talked with Judge Repetto, that you sat right beside the Judge, that is up close to the bench, and the Judge said, "You will have three days to pay the rent and get it and go up to Judge Shinn," and pointed to you; is that true?

30

A. It is not.

Q. Did you later have a conversation with Judge Repetto concerning an effort to pay the rent?

A. My recollection is that Mr. Aspiotis came to see me. I don't recall Judge Repetto.

Q. When did Aspiotis come to see you?

A. My recollection is that he saw me the day following the entry of the order for possession.

Q. What did he say?

A. Wanted to know if he could pay the rent; I told him no.

Q. The date after the order for possession issued?

A. No, the day after the judgment for possession was entered, a day or two, I am not just certain
10 when.

Q. You say, Judge Shinn, that you didn't have any conversation with Judge Repetto after the judgment was entered for possession concerning the payment of the rent by Aspiotis?

A. I don't recall having a conversation immediately.

Q. Well, when did you have a conversation?

A. When—after this bill had been filed I learned from some source, I don't recall just what, that Mr.
20 Aspiotis had talked with Judge Repetto and I then went to see Judge Repetto about the matter.

Q. You didn't have any telephone conversation with him before the warrant—with Judge Repetto before the warrant of removal went in that case, did you?

A. I don't recall any such conversation, no.

Q. Judge Shinn, you brought an action in August for possession for default in rent, August last, didn't you?

30 A. Yes.

Q. You were then representing Aspiotis, were you not?

A. I was not.

Q. Weren't you in the month of August attorney for Louis Aspiotis?

A. After the landlord and tenant proceeding, yes.

Q. Were you not when the landlord and tenant proceedings were brought by Georgetti against Aspiotis and Krekokias?

A. I was not.

Q. Did you have any conversation with Aspiotis in which you said that the landlord and tenant proceeding was brought to compel Dennis Krekokias the partner of Aspiotis to take a different attitude toward Aspiotis?

A. I did not.

10

Q. When did you first represent Aspiotis in the month of August?

A. When he came to me to file a bill for dissolution of the partnership.

Q. Can you tell when that was?

A. I don't recall.

Q. Do you know when you filed your bill?

A. I haven't the file with me. I think you are right about that, about my representing Mr. Aspiotis and if you will permit me I will——

20

Q. Then at the time you brought the landlord and tenant suit in August you did as a matter of fact at that time represent Aspiotis?

A. Yes, and I told Mr. Aspiotis that I could only represent him in so far as his interest did not clash with those of Georgetti, that Mr. Georgetti was an old client and I would have to look after his matters in preference to Mr. Aspiotis and he thoroughly understood.

Q. Talk with Aspiotis about the time of bringing the landlord and tenant suit concerning the suit?

30

A. I don't recall that I did.

Q. Did you tell Aspiotis in connection with that suit that the suit was brought against him and Krekokias as a bluff to scare Dennis Krekokias?

A. I don't recall any such conversation as that, Mr. Weeks.

Q. Well, did you say it? You would know, Judge Shinn, whether you ever said such a thing?

A. I say I don't recall it.

Q. Well, did you say it or not?

A. I have no recollection of having said it.

Q. Well, will you say you didn't say it?

A. No, I won't say I didn't, but I have no recollection of having said it.

Q. Then it may be possible that you told Aspiotis, 10 that that landlord and tenant suit was brought against him and Krekokias merely as a bluff and to scare Dennis Krekokias?

A. I don't believe that I would make any such statement as that, Mr. Weeks, and I deny it.

Q. You admit it is possible?

A. I deny that I did make any such statement as that.

Q. You now deny it?

A. Yes.

20 Q. Judge, you say that Mrs. Krekokias and Dennis Krekokias importuned you and Georgetti to give them a written agreement assuring them that their rights at the hotel would be protected; is that so?

A. Yes; they also wanted a verbal assurance.

Q. When was it that they made such request?

A. Pending the proceeding.

Q. Pending what proceeding?

A. The landlord and tenant proceeding.

30 Q. How long before the suit was brought?

A. I said pending the proceeding, Mr. Weeks.

Q. Can you tell us during what stage of the proceeding?

A. No. That occurred last December; I don't recall.

Q. Where did this entreaty on their part take place?

A. In my office.

Q. Whom did they ask for such agreement, you?

A. They asked me in the presence of Mr. Georgetti on at least one occasion and asked me when Mr. Georgetti was not present on two or three occasions, especially Mrs. Krekokias, she wanted me to use my, what she called my influence with Mr. Georgetti, she said that he would do anything I told him to.

Q. Then they asked you on as many as three or 10
four different occasions to give them a written agreement to protect the interest of Dennis at the hotel, didn't they?

A. Yes. Not necessarily a written agreement, as well some verbal assurance.

Q. And yet you say that there had been no assurance verbally that they would not be put out of the hotel or that the interest of Dennis Krekokias would not be interfered with?

A. I do. 20

Q. How is it, Judge Shinn, that they came to you so many times for this written guarantee of protection if you gave them to understand at the first that no such thing would be considered?

A. I can't tell you what was in their mind, Mr. Weeks.

Q. How does it happen, Judge Shinn, that after the proceedings are taken the very thing that Dennis Krekokias and Mrs. Krekokias sought to have you give assurance that you would do in their behalf 30
was in fact done?

A. That is a matter that was entirely up to Mr. Georgetti.

Q. What was the time of the occasion when at your office you say the figures were made or presented to you on the statement which was offered in

evidence marked D4 and also D5 presented by Mrs. Krekokias?

A. When the matter of the partnership to be formed between Frank Fiore and Mrs. Krekokias was discussed.

Q. What time was that, do you know, what month?

A. The partnership agreement, I think, is dated January eighth; it was at or about that time.

Q. And it was about that time that she came in
10 with this paper, with these figures?

A. Yes.

Re-direct examination.

By Mr. Cole:

Q. You speak of Mr. Robertson naming to you that Krekokias was making some charge against Georgetti; is that Mr. Richard H. Robertson, the
20 lawyer?

A. Yes.

Q. What was his position in the matter at that time?

A. He told me he at that time represented Mr. Aspiotis.

Q. I am not sure, was there anything said to you by Aspiotis or Mr. and Mrs. Krekokias whether or not these two checks that were spoken of yesterday, one check \$235 and \$80 was in the hands of Mr.
30 Perskie; did you have any personal knowledge about that, about the proceeds of those checks?

A. Yes, when the matter of the purchase of Mrs. Krekokias' interest was under consideration she was—Mrs. Krekokias and Mr. Gaskill, Mr. Georgetti and myself were in my office on one occasion and she was asked about the proceeds of these two

checks, one for \$235 given by Mr. Goos as rent for a portion of the hotel and restaurant property and a check of eighty dollars and some few cents, I have forgotten just what, which was the balance due on the settlement under the chattel mortgage, and she was asked about the proceeds of those two checks and she stated that they had been turned over to Mr. Georgetti for the purpose of having them cashed and that he had cashed them and turned the proceeds over to either her or Mr. Krekokias, I don't recall which. 10

Q. Do you know whether at that time they had a bank account?

A. I don't know.

BURTON A. GASKILL, sworn for defendant.

Direct examination.

20

By Mr. Cole:

Q. You are an attorney-at-law?

A. Yes, sir.

Q. Did you represent Mr. and Mrs. Krekokias in some inquiry about the property in question here?

A. I did.

Q. First I call your attention to the testimony concerning an agreement of some character which you produced at the Hotel Ambassador; do you remember the incident? 30

A. I do.

Q. Who drew that agreement?

A. I don't know; I think I did.

Q. How came it to be drawn?

A. I was representing Mrs. Krekokias at that time and there was some phase about the case that Mr. Robertson and I wanted Louis to sign this paper so I could assist Mrs. Krekokias in getting some money for her interest in the property.

Q. What was the paper? What did it contain, do you know?

A. There was some sort of a statement in it—I have forgotten the details of the paper, Judge, and
10 I haven't got it—something concerning the rent, a statement, I think, that the rent wasn't paid or something like that, at the time of the dispossession proceeding.

Q. Do you recall having any conversation with Judge Shinn about the matter of settling with Krekokias?

A. No, there was no settlement with Krekokias.

Q. Well, you say you represented Mrs. Krekokias?

20 A. Yes, sir.

Q. Do you recall whether there was an agreement or negotiation under way to pay her thirty-five hundred dollars to get out of the property?

A. Yes.

Q. Was that agreement drawn as the result of those negotiations?

A. Yes, sir.

Q. Who suggested that there was an agreement drawn to be signed by them or by Aspiotis? How
30 did that come about?

A. Well, the suggestion of Louis at the time and the suggestion of her husband was casting a cloud on her title, I thought, and I think I was the one suggested it, that they wouldn't dare to take thirty-five hundred dollars for something they didn't own according to Dennis' story at that time.

Q. Whatever it may be, you finally got down to the Ambassador with it?

A. Yes, sir.

Q. Now she testified that you either would not or refused or something to let her have the agreement in her hands; is that true?

A. No.

Q. What did happen down there?

A. I don't think she testified to that. Dennis and I went into the Hotel Ambassador and talked with Louis and we three were those present, no one else was present. 10

Q. Wasn't she there?

A. No, she was sitting out in the automobile, I think.

Q. She testified, as I remember, that you wouldn't let her have this agreement, just read it to her?

A. No. Louis Aspiotis testified I wouldn't let him have the agreement.

Q. You say that is not so?

A. Oh, yes, I let him have the agreement. There isn't any doubt about that, and I told him what was in it and I think I offered to let him read it and he said he wouldn't sign anything. 20

Q. Now then, coming to Judge Shinn's office, did you meet Judge Shinn for any connection with the matter that you had in hand?

A. Oh, yes.

Q. Did you ever hear any conversation in Judge Shinn's office, either by him or Georgetti, in which there was a bargain that they were to take proceedings to get the partnership out and then afterwards make a bargain to put your client back in possession? 30

A. There was never such an agreement made. That is in my presence that I knew anything about.

Q. Did you ask Judge Shinn whether or not such an arrangement as that could be made?

A. I did.

Q. What did he say?

A. The Judge replied, he said, "You don't know what you are asking me." I says, "I do." He says, "You don't." He says, "You are asking me to, what you ask is a conspiracy," and I came to reflect, I turned it over in my mind and I says, "That
10 is right." He says, "You tell your clients if they want anything down at that place to be present at the sale and protect their interests," and I went back to my office and I told them, I said, "If you want to protect yourselves you raise some money and be at the sale and bid the place in."

Q. Now did Dennis Krekokias have any talk with you about a trip to Washington?

A. Yes.

Q. What did he say about that?

20 A. He told me that he was going down to Washington to try to raise some money to pay these bills off and that Louis was out trying to raise money to help pay the rent.

Q. Was the rent included in the suggestion?

A. Oh, yes.

Q. There has a statement been offered in evidence here in the handwriting of Mrs. Krekokias; were you present when that statement was produced, if you can recall?

30 A. Here in court?

Q. No, were you present in Judge Shinn's office?

A. I think I was, Judge.

Q. There is another one here. The one I just called your attention to was Exhibit D4; now there is also Exhibit D5 on the yellow sheet; have you seen that before?

A. I can't say that I ever did. There is nothing I can identify on that paper as ever seeing it before.

Cross-examination.

By Mr. Weeks:

Q. Mr. Gaskill, how long had you been representing Louis Aspiotis—how long did you represent him? 10

A. Louis Aspiotis?

Q. Yes—pardon me, Dennis Krekokias—withdraw the question; you didn't represent him at all, did you?

A. Yes, I think I represented Louis.

Q. When did you represent Louis?

A. Why they had some sort of a case down there about the payment of rent and they took all my afternoon up giving me the defense to it and I couldn't be in court on the day the case came up and I had Mr. Altman go down and he came back and said they had settled it and afterwards they told me they were putting something over on me, said they had paid a thousand dollars rent when they had only paid eight hundred. I think I represented Louis and Dennis at that time. They were partners and Louis was up at the office and Dennis was at the office. 20

Q. When was this? 30

A. I don't know. There was a case with Mr. Georgetti, a number of items, and I went over item by item with them—I forget what month it was, but there was a question of rent in there, I think the last account was an account of rent.

Q. Did you tell Aspiotis in connection with the

case that you would have to drop out of it because you couldn't oppose Judge Shinn in it?

A. No.

Q. You did drop out, didn't you?

A. No.

Q. That wasn't the case?

A. There was some reason why that I couldn't be in court and I asked Mr. Altman to take care of it. I don't know whether I can tell what, the report he
10 brought back, they fooled around court all day long and finally they reached an agreement between themselves and then later Dennis told me that the question had been the receipt of a thousand dollars for rent, as a matter of fact they had only paid eight hundred dollars and they told me continually, that was my defense that they had paid a thousand dollars rent.

Q. What case was it, Mr. Gaskill, in connection with which you said you could not go on with the
20 case and could not oppose Judge Shinn in the case?

A. I don't remember ever saying that.

Q. Never said that to Mrs. Krekokias, did you?

A. There was some recent case here, is that the one that you took? That was when I represented Mrs. Krekokias.

Q. Did you tell her that you couldn't go on with the case, you couldn't oppose Judge Shinn in the case?

A. No.

30 Q. Why did you quit the case?

A. Because I thought that there was no defense to it.

Q. You thought there was no defense?

A. Yes.

Q. You had been registered as attorney for the defendant in the suit, hadn't you?

A. Yes.

Q. And withdrew from the suit on the day that the case was called?

A. I did not.

Q. When did you withdraw?

A. I don't know but I know that I had given them notice several days before that and asked them to get a lawyer; as a matter of fact they did consult Mr. Lewis before they came to you; Lewis told me about it.

10

Q. Now you say that you had known that Dennis Krekokias and also Louis Aspiotis were out seeking to get money to pay bills; when was this?

A. That was about the time of this dispossession proceeding in December. I didn't have any information; I had it from Dennis and I had it from his wife.

Q. Wasn't that information?

A. I don't know.

Q. What was it if it wasn't information?

20

A. I consider information from some third had probably and indirect.

Q. Mr. Gaskill, you having represented Louis Aspiotis, represented Dennis Krekokias, didn't you know as a matter of fact that practically all of the bills had been cleaned up in December from the proceeds of a chattel mortgage, so that there were really no bills of any consequence out at that time, at the time of the dispossess proceedings?

A. Since I have met them they have always had 30 bills out.

Q. You knew about the chattel mortgage matter, didn't you?

A. Incidentally; I didn't have to do with that.

Q. Didn't you understand that the proceeds from that mortgage had paid practically all bills?

A. No.

Q. You didn't know about that?

A. No.

Q. Mr. Gaskill, why did you go to Judge Shinn and ask him for a written agreement from Michael Georgetti assuring Dennis Krekokias that in view of proceedings being instituted to put Dennis Krekokias and Aspiotis out that Dennis' rights would nevertheless be protected?

10 A. That thing never was suggested to me, Mr. Weeks.

Q. Why you went and asked Judge Shinn to do that very thing?

A. No I did not.

Q. Didn't you hear Judge Shinn testify that you came to him and asked him to give you a written agreement and he said it would be proof of conspiracy?

20 A. Yes, but you are fixing—I don't know whether the Judge said a written agreement or not. I never asked him for a written agreement, not that I remember of.

Q. You did go and seek for an agreement to protect Dennis Krekokias, didn't you?

A. No.

Q. What?

A. I never did.

30 Q. What did you do when Judge Shinn told you that what you wanted would be proof of a conspiracy?

A. I was—Mrs. Krekokias, I felt sorry for her and I always have and she was the one that I wanted to protect.

Q. I don't care whether you felt sorry for her or not, but why did you do that?

A. I was askng for Mrs. Krekokias; I had no interest in Dennis Krekokias.

Q. On what ground—let me ask you this, what was it that you had said to Judge Shinn that brought the reply from him, “You don’t understand what you are doing; what you are asking would be proof of a conspiracy?” What caused that statement?

A. What I said to him.

Q. What did you say?

A. I have forgotten what it was, Mr. Weeks.

Q. And very thing that he reminded you would be a conspiracy and then it dawned on you it would, you said a few minutes ago, you realized, did you? 10

A. Yes.

Q. Now you have forgotten since then what it was, have you?

A. I have forgotten the case to be accurate. I am under oath here and I am not going to testify to anything from guesswork. I forget what it was but he told me what I suggested would be a conspiracy. I had fifty meetings with these people.

Q. You mean to tell this court that you made a proposition to Judge Shinn in behalf of Dennis Krekokias and Judge Shinn said— 20

The Court: He denies that; he said in behalf of Mrs. Krekokias.

Q. Well, in behalf of either of them, Mr. Krekokias or Mrs. Krekokias, that you made such a proposition to Judge Shinn and Judge Shinn in reply said that would be proof of a conspiracy and refused to do it and, as you testified a while ago that it dawned upon you then that it would be, as Judge Shinn suggested, and now that you are not able to tell us what you said to Judge Shinn? 30

A. I can’t now.

Q. You have no idea of what you asked of Judge

Shinn that brought forth the reply from him that you were asking something that would amount to evidence of a conspiracy?

A. I know generally.

Q. Well generally tell us what it was?

A. It generally was that Mrs. Krekokias to have the place.

Q. Wasn't it, as a matter of fact, that you knew the dispossession proceedings were pending or about
10 to be on or begun and that you knew that there was an understanding between Georgetti and Krekokias that he should not be affected by said proceedings, that his interest should be saved and he, after the proceedings, should be kept in the property? Wasn't that? Weren't you seeking protection and some evidence to protect your client upon that basis?

A. That is not true; there was no such agreement that I knew of.

20 Q. Then what right had you, as a lawyer, and upon what basis could you go and ask Judge Shinn to give you some evidence that your client Dennis Krekokias would be protected?

A. I never asked him for it.

Q. Then what was all this talk about conspiracy between you and Judge Shinn? What was it about?

The Court: Mr. Weeks, there is no use us talking
30 so much upon this; you insist upon using the name Dennis Krekokias and the witness insists Dennis Krekokias was not the one interested. Now there is no use you taking time up in cross-examining upon that part of it. If you will on your cross-examination learn to limit him to the party whom this witness testifies he was representing and whose interest he went there, but to ask the question insisting on

Dennis Krekokias and the witness each time simply saying it was not Dennis, we are wasting time.

Q. What proposition did you make to Judge Shinn either in behalf of Mrs. Krekokias or Dennis Krekokias—

The Court: The question will be stricken. I have just said to you that the witness has a number of times insisted that Dennis Krekokias was not the party. Now you are putting him in the question again which is not the premise as stated. The fact that you do it in the disjunctive don't relieve the objection to the question. 10

Q. What proposition did you make to Judge Shinn in behalf of Mrs. Krekokias which brought forth the reply that what you asked for if done would be evidence of conspiracy?

A. I don't know the conversation. The general request that I made was that the Judge give me some assurance that if this dispossession proceeding went through that they let Mrs.—Georgetti let Mrs. Krekokias have the place. 20

Q. But he did give you that assurance?

A. No, that is what I asked him for when he told me to go back and tell my client if they wanted to protect their interest to be at the sale; that was the answer Judge Shinn gave me.

Q. Did you talk with Mrs. Krekokias concerning the fact that Georgetti had promised to permit her to go on and continue in the property after the dispossession proceedings? 30

A. No.

Q. You didn't say to Mrs. Krekokias that you were afraid to trust Georgetti on a promise to that effect by him?

A. I knew nothing of a promise and my whole information was that there was no promise.

Q. Did you say that you would go and see Judge Shinn about that proposition and what he told you you could rely upon, that lawyers never lied to lawyers?

A. They came in and told me something and I says, "I will go up and see Judge Shinn and see about it," and I went up to see Shinn and I put this
10 proposition to him and then he told me, "That is a conspiracy Burt and you don't mean what you say."

Q. When you came back who did you see?

A. I think I saw Mrs. Krekokias and Dennis.

Q. What did you say to Mrs. Krekokias?

A. I told them that—I told Dennis, both of them were there—if they wanted to protect their interest that they had better be at the sale to raise some money and be at the sale and protect their interest.

Q. Did you tell them or Mrs. Krekokias that
20 everything was all right, that Georgetti was sincere in this case?

A. No.

Q. No such thing?

A. No.

Q. Now, Mr. Gaskill, coming to the paper which you say you prepared and submitted to Aspiotis in March to be signed, did I understand you to say you don't know what the paper was?

A. I don't remember fully about the paper, Mr.
30 Weeks. I think it had some part in there for Dennis to sign and one for Louis to sign, something about at the time of the dispossession proceedings that the rent was not paid or something like that.

Q. That the rent was not paid?

A. That the rent was not paid.

Q. Was not paid?

A. Yes.

Q. In other words the paper submitted to Louis Aspiotis to sign saying in effect that the rent, at the time of the dispossession proceedings against him and Krekokias, was not paid?

A. Yes.

Q. That was the effect of that paper?

A. I think so.

Q. And you sought to have Aspiotis sign a paper admitting or stating that the rent was not paid when the proceedings were brought in December? 10

A. Yes; I believe that to be true.

Q. You remember that Aspiotis turned away, you heard him testify yesterday that he turned away saying that everybody was crooked when you asked him this proposition?

A. No.

Q. He didn't say that?

A. I don't know whether he said it or not; what he said was that Dennis was a damn crook. 20

Q. You didn't refuse to let him read the paper?

A. No.

Q. Did you read it to him?

A. I think I did.

Re-direct examination.

By Mr. Cole:

Q. One thing more, Mr. Gaskill, I overlooked. 30
There was a question here as to who got the money on a check of \$235 also on a check of \$80 and some cents; do you know anything about those checks?

A. I don't know about the second check, Judge; I know about the first check if that is the Goos.

Q. That is the one.

A. That is the one I know about that.

Q. Do you know where the proceeds of that check went, who got the money?

A. Only from Mrs. Dennis.

Q. What did she say?

A. When this controversy came up recently I heard her say in Judge Shinn's office that Mr. Georgetti had cashed the check for them and that those folks, either she or Dennis, had gotten the proceeds
10 of the check.

Re-cross examination.

By Mr. Weeks:

Q. You said a while ago that the purpose for which you prepared the paper and submitted to Aspiotis in March at the Hotel Ambassador was because you was afraid there would be a cloud on the
20 title of Krekokias, is that right?

A. Which Krekokias?

Q. Well, I don't know whom you referred to.

A. Well, I will tell you; I was referring to Mrs. Krekokias.

Q. And you thought there would be a cloud on her title if you didn't have this agreement signed?

A. You wanted to know my thought in the matter?

Q. Yes.

A. My thought in the matter was that this lady
30 was asking thirty-five hundred dollars in cash and probable assumption of about thirty-five hundred or four thousand dollars worth of debts and her husband was saying that she had acquired her title by fraud.

Q. Her husband was charging her with a fraud; you were afraid of that, were you?

A. They were in Mr. Robertson's office I think before that time.

Q. Why she says she was to be paid thirty-five hundred dollars, wasn't she by Georgetti?

A. Yes.

Q. That was the proposition?

A. Yes.

Q. And what title was she getting that would be affected? She was getting cash and getting out?

A. These folks wouldn't pay the money with her husband going around and saying that her title was no good. 10

Q. Then you were trying to protect, as a matter of fact, the title that she would convey to Georgetti?

A. I was trying to get thirty-five hundred dollars for my client; that is what I was trying to do.

20

SAMUEL IZENSKIE, sworn for defendant.

Direct examination.

By Mr. Cole:

Q. Were you present at the sale under execution against the co-partnership of Aspiotis and Krekokias?

A. I was, yes. 30

Q. Was Mr. Aspiotis there?

A. Yes.

Q. So far as you observed was the sale conducted in the usual and proper method?

A. Yes, sir.

Q. Who acted as the auctioneer?

A. David S. Brown, sergeant-at-arms of the Atlantic City District Court.

Q. Who clerked it?

A. G. A. Bolte, of Bolte, Sooy and Gill was the clerk of the sale.

Cross-examination.

By Mr. Weeks:

10

Q. When did this sale take place that you speak about?

A. I don't know just exactly the date but it was on a day set, time set for it at two o'clock in the afternoon; I don't know the day.

Q. Where did it take place, what part of the hotel?

A. At the Hotel Georgetti I think it is.

Q. What part of the hotel?

20 A. It is the one right alongside of Bellfield Avenue. The restaurant and bar.

Q. What?

A. The restaurant part of the hotel.

Q. Do you know whether there was a sale of everything in bulk that day?

A. I think there was a sale of all.

Q. All the upstairs furniture and the restaurant, all the furniture and everything sold in bulk?

30 A. There was. I don't remember just exactly what there was but it was my impression everything was sold in bulk.

Q. Did anybody, so far as you know, go through to examine the holdings which were being sold?

A. I can't say as to that.

Q. Do you remember what the sale brought?

A. I don't remember just exactly what it was but it was bought in by Mr. Georgetti.

Q. Don't remember how much he paid for it?

A. No, I don't, Mr. Bolte kept the record.

Q. Are you sure Mr. Aspiotis was there?

Mr. Cole: Do you know whether the things were sold subject to a chattel mortgage?

A. I announced that way.

Q. You announced it; how did you come to announce it?

A. Just before the sale was made I went and made an announcement to the effect that there was a chattel mortgage of four thousand dollars on the goods and chattels contained in the premises.

Q. You spoke in behalf of the mortgagee?

A. Yes, sir.

10

EMANUEL PAPADOULIS, sworn for defendant.

20

Direct examination.

By Mr. Cole:

Q. Do you know Mr. Sackless who testified here?

A. Yes, I know, he worked for me.

Q. How long have you known him?

A. I have known him about three years.

Q. Did you hear him make some statement to Mr. Georgetti about asking him whether he was mad or not?

30

A. Yes, one night.

Q. When was that?

A. I don't remember very well when it was, but it was quite a lengthy time ago.

Q. And where was it?

A. It was right in my place of business.

Q. Where is your place of business?

A. 13 South Kentucky.

Q. What did you hear Sackless say and what did Georgetti say, if anything?

A. Mr. Georgetti was standing there, sitting there at my counter and I was near there and Mr. Sackless walk in and sit, sit down, take cup coffee, piece of
10 pie, and said to Mr. Georgetti, "Are you mad, Georgetti?" "I don't want you to talk to me." He said, "I stick my nose in to make some money."

Cross-examination.

By Mr. Weeks:

Q. When did this happen?

A. That happened before the other case came up;

20 I don't remember the date.

Q. What other case?

A. That other case had Mr. Georgetti suing, Mr. Krekokias was suing Mr. Georgetti for five hundred dollars and Mr. Georgetti was suing him for the cheese and stuff, see.

Q. That happened before that case came up?

A. Just about two days before that, I guess it was two days or a day before, I don't remember date.

Q. Georgetti said, "I don't want to talk to you?"

30 A. Yes, Georgetti said to him, "I don't want to talk to you."

Q. And Mr. Sackless said?

A. "I stick my nose in to make some money, too."

Q. Was there anything said about what he was sticking his nose into to make some money?

A. No, the only statement was that that Mr. Sackless said—

Q. That was all, was it?

A. Mr. Sackless told to Georgetti.

MICHAEL A. SURSOCK, sworn for defendant.

Direct examination.

By Mr. Cole:

10

Q. Do you know Mr. Di Lopoulo who testified here yesterday?

A. I do.

Q. How long have you known him?

A. Last fifteen or sixteen years, a little over.

Q. Do you know whether he was in Atlantic City in October of last year?

A. To my recollection I do not. So far as I recollect I don't recollect seeing him.

Q. Had you had any occasion to know that he had left town sometime before that?

20

A. I think I did.

Q. What makes you think he had left town before that?

A. Because we are always in touch with each other store closely, you know, that is if he is here I see him every day and he sees me every day.

Q. Were you here during October of last year?

A. Yes, sir.

Q. How long was it before October of last year that you saw him around here?

30

A. Saw him in September, I saw him. I know the registration day before the election, registration day that I saw him and he left the next day I believe.

Q. Left to go where?

A. To New York City, his home.

Q. When did you next see him after that?

A. I saw him again one day here, I guess it was somebody sent him a telegram or wire to come down. He was a witness for a fellow getting citizen paper by the name of Haronis and he was here for one afternoon, he came in I guess and went to May's Landing and testified. I didn't see him then; he was here looking for me and I was told he left the
10 very same night to go to New York.

Q. My question was when you first saw him after September when he said he was going to New York?

A. Last time he came here it was around April, I believe.

Q. April of this year?

A. Of this year, 1923.

Q. Were you in Atlantic City all the time from September until April?

A. No, not all the time. That is we go up for a
20 day or two to New York and return back again.

Q. This is your home?

A. Yes.

Q. Did you ever hear any statement made by Krekokias or his wife, either, that they were going to frame up on Georgetti?

Mr. Weeks: I object to that, such a leading question.

30 Mr. Cole: It may be a little leading.

Q. Did you hear any statement made by either Mr. or Mrs. Krekokias as to whether they were going to do anything to Georgetti?

A. In what way you mean?

Q. I don't know; I am asking you.

A. All I know is when I first took these people over to—I am the first one that took Mr.—

Mr. Weeks: I object; don't tell what you know; tell what was said.

(Question repeated.)

A. From time to time I did hear them say that "We are going to get even with Georgetti."

Q. When was it they said that?

10

A. Oh, on several occasions they said that.

Q. While they were in the house or after they had been put out?

A. After they were in possession.

Q. Did they say how they were going to get even with him?

A. No, they didn't.

Cross-examination.

20

By Mr. Weeks:

Q. You say that you don't know whether Di Lopoulo was here in October, you didn't see him here?

A. I didn't see him, if he was here I would know he was here because I see him every day if he is here.

Q. You say he was here about election time?

A. The registration day he was here.

Q. Registration day?

A. Yes.

30

MICHAEL GEORGETTI, sworn for defendant.

Direct examination.

By Mr. Cole:

Q. I show you a check for \$235 Louis Goos to the order of the New Central Hotel, got your name on
10 the back of it.

A. Yes, sir.

Q. What became of the money on that check?

A. I cashed that check and returned to Mr. Dennis.

Q. You say you cashed it?

A. Yes, sir.

Q. But it says on the back of it, "For Deposit, M. Georgetti." How did you get the cash?

A. What date this check; I can't see it.

20 Q. It is dated February first, 1923. I was mistaken; I handed you the wrong check. I hand you a check dated December first, 1922, of Louis Goos for \$235.

A. Yes, sir.

Q. Did you get that check cashed?

A. I cashed that check right over the desk and gave him the money right in the Marine Trust Company to Mr. Dennis.

30 Q. There is another check here of eighty dollars and some cents—

The Court: When you say "Mr. Dennis" you mean Dennis Krekokias?

A. Dennis Krekokias, yes, sir.

Q. —check for eighty dollars and some cents, \$80.14; did you get the cash on that?

A. No this my daughter, I gave the cash and put

it in some money, but I give them the cash and my daughter she deposit in the bank, so far as I recollect.

Q. Is that your recollection of it?

A. Yes. I think you got the wrong check.

Q. Look at this check, this check drawn to Aspiotis and Krekokias for \$80.14, it has your name on the back of it; do you recall whether you got the cash on that?

A. Yes, I cashed that at the desk and gave to Mr. 10
Dennis.

Q. You mean Dennis Krekokias?

A. Dennis Krekokias, yes, sir.

Q. When you brought the suit in December the landlord and tenant proceedings for possession for non-payment of the rent, was that rent due you?

A. Yes, sir.

Q. Had you ever made any bargain or agreement with Mr. and Mrs. Krekokias or either one of them that when you got the partnership out you would 20
let them stay in possession?

A. No, sir.

Q. Did you ever tell anybody that you were going to break this lease and put them out, that is put the partnership out and put Krekokias and his wife back again?

A. No, sir.

Q. Did you say to this man Di Lopoulo or in his presence, rather, that Mr. Krekokias should not have paid the October rent, that they shouldn't have 30
paid that, so you could get them out?

A. No, sir.

Q. Did you ever find fault with them because they paid the October and November rent?

A. What?

Q. Did you ever find fault with Mr. or Mrs.

Krekokias because they had paid the October and November rent and stopped you from getting them out?

A. No, sir; I was tickled to death when they paid the rent, had all kinds of trouble when I got them.

Q. Do you know Mrs. Smiley who was on the stand yesterday?

A. Yes, sir.

Q. Did you have some talk with her a day or two
10 ago?

A. Night before last.

Q. State how it came about and what was said?

A. Was in my son-in-law automobile, just as soon as she saw me she says, "I want to see you." I was surprised, didn't know what she want. Later on, after I got through doing something, which I was busy with somebody else, she was walking along Kentucky Avenue, stop one side, "Hello, Mrs. Smiley, anything going on? How is your husband?"
20 I know the husband or sweetheart, kept company with some Greek, so we started begin talk about a restaurant proposition, the way she was put out, she was used by Mr. Krekoias, something like that, and she said that she didn't like neither one of the two, Mr. or Mrs. Krekokias, but she liked Louis, and that is all talking about really the time the fellow was here last year and that is all there is about it.

Q. She says that you told her, in talking with her,
30 that the rent for December had been paid?

A. Nothing of the kind.

Q. Did you ever tell her that?

A. No, indeed.

Q. Had it been paid?

A. Rent never was paid.

Q. Mr. Fiore was there, was he, at the time?

A. Yes, sir.

Q. Did you tell this man Di Lopoulo that you would break that lease and put out Louis?

A. Never said nothing of the kind.

Q. Did you say to Mrs. Krekokias or Mr. Krekokias, or both of them in the presence of this man Di Lopoulo, "How do you expect to break the lease if you pay the rent?"

A. Never said anything of the kind.

Q. Did you tell Mr. Krekokias to leave Atlantic City while the landlord and tenant proceedings were going on? 10

A. No, sir.

Q. Did you ever agree to give them, that is Mr. and Mrs. Krekokias, an agreement that when you got Aspiotis out you would give them a lease?

A. No, sir.

Q. A witness testified yesterday that he came here to buy this property or get a lease or something and you told him to go away for a week?

A. I don't know nothing about it. 20

Q. Never said that?

A. Never said nothing at all; never see anybody.

Q. This man Di Lopoulo, when did you see him last before October, 1922?

A. I think I saw him at the time went up to Mr. Gaskill and Mr. Shinn jsut about buying Louis out or Louis buying Mr. Krekokias.

Q. When was that, about?

A. About between the second and third of July.

Q. Last year? 30

A. Last year.

Q. When did you next see him?

A. Next time I saw him, if I recollect it, I never saw him until after I came back from the Old Country.

Q. When did you come back?

A. On the twenty-fourth, I think, of October.

Cross-examination.

By Mr. Weeks:

Q. You did see Mr. Di Lopoulo when you got back from Europe on the twenty-fourth of October?

A. Well, I didn't see him the twenty-fourth; I got back home about between ten or eleven o'clock of the night, might have seen him the next day or the next;
10 I didn't keep record of it.

Q. See him the next day after you got back?

A. I don't know exactly the next day.

Q. Mr. Georgetti, Judge Cole has called your attention to two checks, one for \$235 dated December first, marked C9, and another for \$80.14 dated December second, the latter being Exhibit C10, and made to Aspiotis and Krekokias, endorsed lastly by you, and the other for \$235 made to the order of New Central Hotel, endorsed by the hotel and M.
20 Georgetti last, and you say that those checks came into your possession how?

A. Cashed for Mr. Krekokias.

Q. Who gave them to you?

A. He himself.

Q. Where was it?

A. Right in the bank.

Q. When?

A. Well, just about that time, may be a few days after, I couldn't recollect it, couldn't recollect the
30 date.

Q. I call your attention to the fact that the checks, each one of them bear the stamp of the bank dated December fourth, was that the time that you received them?

A. Around that neighborhood, I suppose.

Q. Now at the time the December rent was due, wasn't it?

A. Yes, sir.

Q. Did you talk with Dennis Krekokias about the rent, ask him for the rent?

A. I did.

Q. Ask him for the rent?

A. I did.

Q. What did he say?

A. He said we going to New York and Washington, that he hadn't sufficient money to pay the rent and going up there to try to get some money off of 10 some of the friend they have.

Q. So upon his statement to that effect you, the rent being due, handed him back all the cash from those two checks?

A. There was due more than that, fourteen hundred seventy-seven dollars and some cents due at the time.

Q. There was only three hundred dollars due for the December rent, wasn't there?

A. December rent, that is all was due there. 20

Q. These checks totalled a little over three hundred dollars?

A. Yes.

Q. You handed him back that day all the money from those checks?

A. Not, practically, owing me some money, I don't know how much.

Q. Then you did keep some of the money from the checks?

A. Afterward, yes, sir. 30

Q. How much money did you give him back?

A. I couldn't recollect it really now, so many times I returned money that I couldn't recollect it.

Q. Now you try and think, Mr. Georgetti?

A. It would be impossible.

Q. How much out of these checks you gave Dennis back in cash after you cashed them?

A. I couldn't remember. I know I know I gave him, paid me some back money I loaned him.

Q. Why didn't you say that when Judge Cole was examining you? You said you gave him all the money on the checks.

A. I gave him all; he gave me back again to pay me what he owe me.

Q. What did they owe you at this time, December fourth?

10 A. I don't know, cash that I loaned.

Q. How much did they owe you, Dennis and Krekokias or Krekokias and Aspiotis?

A. I couldn't say how much.

Q. Didn't you, as a matter of fact, get all that was coming to you out of the proceeds of a chattel mortgage which was disbursed by Mr. Perskie on December second?

A. No, this was, this was a personal loan to Krekokias.

20 Q. A personal loan?

A. Yes.

Q. Wasn't anything due you from Aspiotis and Krekokias?

A. Whatever was due from Aspiotis and Krekokias they paid out of the mortgage proceeds, I believe.

Q. And everything that was due you from Aspiotis and Krekokias was paid you on December second?

30 A. I don't know exactly.

Q. Well, at the time Mr. Perskie disbursed the money?

A. Mr. Perskie, yes; I don't know if you got a check or not.

Q. How much then did Dennis Krekokias owe you when you say you gave him back the most of the money from those checks?

A. I couldn't recollect it.

Q. Don't you know anything about it?

A. No, I don't recollect it.

Q. Was it five thousand dollars?

A. Impossible to owe that much money.

Q. Was it five thousand dollars?

A. I guess not.

Q. Was it five hundred?

A. I guess not.

Q. Was it one hundred?

A. Probably around that neighborhood, may be
a little more or less. 10

Q. You knew these were partnership checks,
didn't you?

A. I did, yes.

Q. You knew that they came, the one from the
subletting of the property?

A. I do.

Q. And the other came as proceeds from the mort-
gage money which the partnership had made and
raised belonging to the partnership, didn't you? 20

A. Yes.

Q. And you didn't take the checks for the rent
which was due in December, being due from the
partnership, but loaned the money from those
checks to Dennis Krekokias, is that so?

A. I didn't loan any money at all. I loan the
money, I trust Mr. Dennis for a hundred or a thou-
sand dollars, I trust him, Louis ask me about it and
I told him the same thing.

Q. You were loaning him the money that day
when you gave him the money back from those
checks, weren't you? 30

A. I didn't loan him the money, simply I cash for
him them checks, I didn't loan him the money, I
cash, pay me some of the money that he owe me out
of them checks.

Q. Have any understanding with Dennis that day when those checks were cashed or given to you by Krekokias, did you have any understanding with him concerning the December rent, when it should be paid?

A. No, sir.

Q. Didn't ask for it? You didn't ask for the rent?

A. Why I certainly did.

10 Q. You did?

A. I did.

Q. How comes it that you wanted your rent on that day, December fourth, asked Dennis Krekokias for it, and having the checks which covered the December rent, you cashed the checks with your endorsement, as you say, and gave the proceeds to Dennis and on the very next day started suit for possession of the property charging default in rent for December? How does that come about?

20 A. I don't know.

Q. You don't know?

A. I certainly do not. I trust him and I gave him the money with the understanding that he goes to New York or Washington or any other place to get the balance and would pay me and I told him also the rent wasn't paid, he ask me about it.

Q. You say that you did not tell Mrs. Smiley, as she testified yesterday, that you had admitted the rent was paid? You didn't admit it was paid to her,
30 you didn't say it?

A. Nothing of the kind, no, sir.

Q. Now, Mr. Georgetti, did you—you wanted the hotel, wanted to get possession of the hotel for yourself, didn't you?

A. No, sir.

Q. Did you want it for your son-in-law, Fiore?

A. No, sir.

Q. All you wanted was your rent?

A. That is all.

Q. That is all you wanted?

A. Yes, that is all I expect to get.

Q. Do you remember that immediately, almost, after the suit for possession, and after judgment for possession in December, that Mr. Stoicos and Mr. Aspiotis came to you and Mr. Stoicos offered to pay you all that you claimed due and further to guarantee the payments of the rent thereafter? 10

A. No, nothing of the kind.

Q. Nothing of the kind happened?

A. Nothing of the kind happened.

Q. No such conversation?

A. No such conversation; I don't know nothing about it.

Q. You didn't even meet Mr. Stoicos?

A. I met him lots of times.

Q. You didn't meet him in that respect? 20

A. I don't think so; I don't recollect it.

Q. You didn't meet him and Mr. Aspiotis together and talk about that?

A. No, sir.

Q. You didn't state that, first, you would make a lease to Aspiotis for seventy-five hundred dollars a year, instead of six thousand a year as the lease between Aspiotis and Krekokias and yourself called for, didn't say that?

A. No, sir. 30

Q. You didn't say finally, when they offered to give you or intimated they would do that, perhaps, you didn't say then you wanted ten thousand?

A. What want ten thousand for?

Q. Wanted ten thousand a year rent?

A. No, sir.

Q. You did, as a matter of fact, feel that you ought to have more rental than you were getting out of this property, didn't you?

A. Property was worth more, yes.

Q. You were not satisfied with the six thousand dollars you were getting from Aspiotis and Krekokias?

A. I was satisfied long as paying the rent without any trouble; after we got possession I demand more
10 rent.

Q. As a matter of fact the rent was frequently in arrears and you permitted it to go in arrears, didn't you?

A. Well, sometimes and sometimes I did not; I got tired of it.

Q. But you were paid for letting it go in arrears?

A. I never got paid for letting it go in arrears.

Q. Didn't get paid for anything?

A. No.

20 Q. I show you a note dated April twenty-fifth, 1921, for \$575 made to the order of M. Georgetti, payable in two months from date, signed Dennis Krekokias and Louis Aspiotis, and ask you what that was for?

A. I couldn't recollect; for money loan or loan, to make loan in bank, I couldn't recollect it.

Q. You were extending the time to two months in this case, weren't you?

A. That note given for——

30 Q. Do you know how much was due you when that note was given?

A. Due me what note called for.

Q. \$575?

A. Due me what note called for.

Q. And there wasn't five hundred dollars included in a previous note payment?

A. No payment whatever.

Q. You never received any money for the privilege of paying the rent after it was due?

A. Well, I don't remember it.

Q. What?

A. I don't remember it.

Q. Don't you know whether you did or not?

A. No, sir.

Q. Then I understand you to say that you don't know whether you ever received a bonus, that is pay for letting the rent go in arrears?

10

A. Well, I don't remember; he might paid me sometimes I believe one time twenty-five dollars if I could recollect it.

Q. Twenty-five; how much more?

A. Couldn't tell you.

Q. Many times paid you twenty-five?

A. I think one time twenty-five dollars.

Q. How much some other time?

A. One time. Not so many; once.

Q. And that was all you got for bonus for letting the rent go over the time when it was due?

20

A. Yes, sir.

Q. Did I understand you to say that you gave to Dennis whatever money you gave back on these checks on the day that he gave them to you?

A. I don't recollect if I give him that day, I think I did, some money I kept or give to him back the money that I loan him, I didn't keep track of it.

Q. Could it have been that you gave him the money the next day?

A. I couldn't recollect, but I believe I gave the most that day.

30

Q. Could it have been that you gave him the money a week later?

A. Might be some that I give him later because he owe me this money, I give him the balance; I couldn't recollect.

Q. Then you don't know whether you gave Mr. Krekokias part of the money as the proceeds of these checks, you don't know when you gave it to him, do you?

A. The check for \$235 I got right off there, so far as I recollect it, I couldn't say now because I didn't keep track of the dates.

Q. Now you don't know when you gave this money to him?

10 A. I give him that day.

Q. How do you know that you gave him any from those checks?

A. I gave him all the money from them checks.

Q. All from those checks?

A. All the money.

Q. I understood you a while ago to say—

A. Well, he paid me some money back, I couldn't recollect it.

20 Q. I understood you to say a while ago that you gave him only a part of the proceeds of these two checks?

A. I don't think so; I couldn't recollect if I give him on that day; I know I got it that day, but I believe he got it all; I couldn't remember.

Q. As a matter of fact you got the money from those two checks and later loaned Dennis Krekokias some money, didn't you?

A. No, not later at all. I never got any after it.

30 Q. You said this a while ago, it may have been the next day, that you couldn't recollect, was a week after?

A. I couldn't remember myself to tell you.

Q. Haven't a very good memory, have you?

A. Got a bad memory, I guess.

Q. Would you have been satisfied now, since you

say that all you wanted was the rent, you didn't want the property, all you wanted was the rent, would you have been satisfied to have had the payment of the December rent, which you say was due after the dispossession proceedings and every thing that was due you and also a guarantee by Mr. Stoicos for the payment of future rent.

Mr. Cole: I object.

The Court: Sustain the objection.

10

Q. It is testified here that you gave to Mr. Grossman, who is connected with the Kensington Carpet Company, some money which had been due from Aspiotis and Krekokias along January, about January the seventeenth last; how did you come to give him that money?

Mr. Cole: Objected to. It is not cross-examination. I didn't open that. You can make him your witness.

20

The Court: Yes, you may ask the question but make him your witness: otherwise I will overrule it.

(Question withdrawn.)

Q. Mr. Georgetti, how was it that immediately after the warrant of removal in December you left Mrs. Krekokias and her husband Dennis Krekokias stay in the property?

30

A. I don't know; I don't remember.

Q. What?

A. I don't know.

Q. You knew you brought your suit against

Dennis Krekokias and Aspiotis to put them out, didn't you?

A. Let stay there until they got possession of the place.

Q. Didn't you tell Mrs. Krekokias that it was all right for them to stay there but to keep the lights out?

A. I don't remember.

Q. Well, did you say it? Try and think.

10 A. I don't know.

Q. You may have said it?

A. May have said it and may not; don't remember.

Q. Do you remember one rainy night when you met Dennis Krekokias and he accused you of an effort to put him out also after the dispossess proceedings had begun there and been completed?

A. Don't remember.

20 Q. Don't remember, and he didn't say, "If you double cross me, I will kill you?"

A. Nothing of the kind.

Q. Nothing of the kind?

A. No, I never kill anybody; don't admit it either.

Q. Never had any such conversation?

A. No, sir.

Q. But you did permit Krekokias and his wife to remain in the property, didn't you?

30 A. I don't remember how they really the thing was going, remaining there.

Q. Now, Mr. Georgetti, you never had any purpose whatever in all the proceedings of ever interfering with the rights of Dennis Krekokias at the hotel did you, never intended to, did you?

A. Intended to what?

(Question repeated.)

A. Well, I don't know really why he remaining in there; I suppose we consult my lawyer whatever he tell me to do really I done it.

(Question repeated.)

Q. You understand that question?

A. Not exactly, no.

(Question repeated.)

10

A. I don't really catch all that, no.

Q. Let me ask you in another way; when you brought the dispossession proceedings you had no idea of putting out this partner, Dennis Krekokias, did you?

A. Well, I do until I was ready to give possession, I was satisfied to leave him remain there until give possession of the place.

Q. You had an understanding with Dennis?

20

A. No understanding.

Q. Didn't have an understanding with him that the proceedings would not interfere with him at all?

A. No, sir; no understanding at all.

Q. How comes it, Mr. Georgetti, that you got the warrant of removal, got possession of the property and immediately put back Mrs. Krekokias in charge; how did you put her in the place? She pay you any money?

A. No, sir.

30

Q. Did she pay you any money in a sale by you and purchase by her or by her and Fiore?

A. No, sir.

Q. Of any of the property of the hotel?

A. Any what?

Q. Did she pay you any money for any of the property in the hotel?

A. Yes, only thing she paid me the furniture that they sold some of my personal furniture I had there.

Q. How much was that put in at, what cost?

A. Two hundred and fifty dollars, that included in the note that I got, ain't paid yet.

Q. In your answer in this case you said that Mrs. Krekokias and Frank Fiore purchased from you all the property which was the furniture and equip-
10 ment of the hotel and restaurant; did they purchase it?

A. Yes, sir.

Q. How much did they pay for it?

A. Two hundred and fifty dollars.

Q. Two hundred and fifty dollars?

A. Yes, sir.

Q. For the whole forty-four rooms of furniture in the hotel and for the restaurant equipment they paid you \$250?

20 A. Well, after they agreed with——

Mr. Cole: He said that personal property.

Mr. Weeks: It was all personal property now according to his tale. Answer the question.

A. \$250.

Q. The furniture was in good condition throughout the hotel, wasn't it?

30 A. Oh, yes.

Q. Was new recently, wasn't it?

A. Yes.

Q. And the restaurant was well furnished and equipped?

A. Well, be some of the things, the bill he owe me, which still owe now.

Q. The furniture and equipment of the restaurant was A-1, wasn't it? Was in good shape?

A. Whatever they said, nobody knows.

Q. Don't you remember that long in the fall last year, around November, sometime, there came from New York a Greek who wanted to buy the business from Aspiotis and Krekokias at the Hotel Georgetti?

A. No, sir.

Q. You didn't have a talk with any such Greek 10 and tell him to wait a week or so and you would have the place and could sell it to him cheap?

A. No, sir.

Q. And you never to anybody said that you would break the lease between Aspiotis and Krekokias and put Aspiotis out of the property?

A. No, sir.

Q. You never said you would put him out without paying him a cent?

A. No, sir. 20

Q. And you never, after he was put out, after the warrant of removal, said that you would put Dennis Krekokias out the same as you put Louis out?

A. No, sir.

Q. I call your attention now to the time when, after your son-in-law, Frank Fiore and Mrs. Dennis were put in possession by you under a new lease and you offered Dennis Krekokias thirty-five hundred dollars through the waiter—you did that, didn't you? 30

A. Yes, sir.

Q. And you told the waiter that it might be either give or take, he could pay you thirty-five or you pay them thirty-five?

A. Yes, sir.

Q. And later on Mrs. Krekokias said that she would take thirty-five, didn't she?

A. No, sir.

Q. I mean that she would pay the thirty-five?

A. No, sir; didn't have any money to pay it.

Q. And you didn't tell her that you changed your mind?

A. No, sir; did not.

Q. You didn't tell the waiter who conveyed the thirty-five hundred dollar proposition to Krekokias, you didn't tell him that unless they accepted
10 your proposition you would put Dennis out without a cent same as you had put Louis Aspiotis out?

A. No, sir; I told him I would take thirty-five hundred or give thirty-five hundred. In fact between thirty-eight and thirty-nine hundred, there was some bill that was due me.

Q. Now your lease to Fiore and Mrs. Krekokias calls for quite an advance in rent, doesn't it?

A. Whether there was any rent due there, I don't remember.

20 Q. Well, the rent that they were to pay was to be more, considerably more than what you were getting under Aspiotis and Krekokias lease, wasn't it?

A. Yes, sir.

Q. How much more?

A. Thousand dollar more.

Q. Thousand dollars?

A. Yes.

Q. Wasn't it fifteen hundred a year?

A. No, thousand dollars a year.

30 Q. Wasn't the whole trouble down there that you wanted to get more rent out of the property and you knew you were fast by the lease of Aspiotis and Krekokias and you had to have some way to get away from it, wasn't that so?

A. I didn't ask him, until I entitled to the property, to get any more rent.

Re-direct examination.

By Mr. Cole:

Q. What property did you sell Mrs. Krekokias for \$250?

A. Some of the old furniture I had there after I left there from old homestead.

Q. Did that include the furniture that you had bought at the sale that belonged to them? 10

A. Well, there was a lot of bill that was due and I gave them, they assume the bill and I let them step in and keep all the furniture.

Q. Here is a note of theirs to your order for \$1432.05?

A. Yes.

Q. What is that for?

A. That is for the property, they pay me the bill they owe to the place.

Q. What bill? 20

A. They owe to me to the place, the rent and notes there was there, and so forth.

Q. Did this include a part of the consideration for the property you sold them?

A. Yes, sir; the \$250, included in there, I believe.

Q. But you say that all you sold them for the \$250 was the old furniture that you had in the house?

A. Yes, sir.

Q. Now something was said about your having been paid other money that was due you out of the chattel mortgage money; I show you a note of October 19, 1922, signed by Krekokias and Aspiotis for \$300 and ask you if you were ever paid that note? 30

A. They never paid that note. It wasn't due yet at the time and after I went into the bank and paid for him and used afterwards.

Q. Is that money still due you?

A. Still due, yes, sir.

(Note offered and admitted in evidence, marked Exhibit D6.)

Q. Now then you did sue on that note and got a judgment, didn't you?

A. Yes, sir.

10 Q. Issued execution under which the property was sold?

A. Yes, sir.

By Mr. Weeks:

Q. This note that Judge Cole just calls your attention to, wasn't it when the proceedings were brought to dispossess? Was it?

A. Well, I don't know; I couldn't recollect that.

20

Mr. Cole: Which note you referring to? There are two notes.

Mr. Weeks: Fourteen hundred dollar note; one you just asked about.

The Court: What is the date of that note?

Mr. Weeks: That is dated January 13, 1923.

30

The Court: Wasn't given at the time the proceedings were had.

Mr. Weeks: No, that is right.

Q. I call your attention to the note for three hun-

dred dollars marked D6 for identification and ask you whether that note was due?

A. I don't remember. It was due in the bank and I couldn't sue him until I had to go to pay the note.

Q. You got, as a matter of fact, all the money that was due you when the mortgage money was disbursed didn't you?

A. Well, so far as I recollect it, besides then I didn't object because it wasn't due yet.

Q. Did you forget this note?

10

A. Had some other paper there.

Q. You think it wasn't due then?

A. No, I don't think it was due, couldn't tell you; I didn't make a memorandum and I don't know.

Q. Now you say that this note for fourteen hundred dollars made by Georgia Krekokias and Frank Fiore included an amount of \$250 for some old furniture which you had at the hotel?

A. I believe so; I don't know exactly.

Q. Does it include anything that they were to pay for the general furnishings throughout the hotel and restaurant?

20

A. I don't remember, mixed up, how much money owing on the note, I had different note I took over to the bank and I put it all together.

Q. Let me see if I can't refresh your memory; you sold to Mrs. Krekokias and your son-in-law Fiore all of the property at the Hotel Georgetti, the personal property, didn't you?

A. Yes.

30

Q. Now then did you get cash for it?

A. (Pointing to note.)

Q. It is in the note, is it?

A. Yes.

Q. How much was that figured at?

A. Take all the debts against it and assume all the bill between the two of them.

Q. Now you say——

A. And have the place.

Q. You say you put all your old furniture, whatever there was of it, at \$250——

A. In order to avoid trouble.

Q. Just a minute until I finish the question—you put in the old furniture at \$250; now you don't know at what price you put in all of the new furniture?

10 A. I don't know, no, sir.

Q. All of the other furniture and fixtures throughout?

A. No, sir.

Q. You don't know?

A. No, sir.

The Court: So we won't be confused, isn't it clear that that note for \$1432 is to pay for the items in Judge Shinn's handwriting and in Mrs. Krekias' handwriting excepting an item of \$477.99 which
20 note has been mentioned and the sum of \$94.32 water rents?

Mr. Shinn: Water rent was due.

The Court: \$94.32 is deducted; that is not in the note?

Mr. Shinn: As a matter of fact that money was
30 due Mr. Georgetti, the water rents.

The Court: It seems thirteen, sum should be instead of \$1412. I catch the error where Judge Shinn makes the mistake in addition.

Mr. Shinn: That is correct and the hundred dollars was credited.

Mr. Weeks: Makes the note for one hundred dollars more than it should have been.

Mr. Shinn: Yes; I made an error on my addition.

FRANK FIORE, sworn for defendant.

Direct examination.

10

By Mr. Cole:

Q. Were you present when Mrs. Smiley and Mr. Georgetti talked day before yesterday?

A. Right alongside; I was in the car, yes, sir.

Q. Did you hear Mr. Georgetti say to her that he had been paid the December rent?

A. No, sir; nothing like that.

Q. Was there any such conversation?

20

A. No conversation.

Q. Just what did you hear?

A. What she talked about was her, I suppose it is her husband now, fellow by the name of Stephan Stavano, you know, that waiter, and she was saying how hard he was working, he was working, before April first work occasionally, how arrived down April the previous, last summer, and some of his Greek friends down here and that he was getting along, and that kind of stuff, it really pertained to her husband more than anything else.

30

Q. Anything at all said during that conversation about this rent that was due from these people?

A. Nothing at all.

Cross-examination.

By Mr. Weeks:

Q. Mr. Fiore, you didn't pay your father-in-law, Georgetti, anything for property turned over to you at the Hotel Georgetti, did you?

10 Mr. Cole: I object as not cross-examination.

The Court: Sustain the objection.

DEFENDANT RESTS.

COMPLAINANT'S REBUTTAL.

20 DENNIS KREKOKIAS, recalled.

Direct examination.

By Mr. Weeks:

Q. Mr. Krekokias, when you went to the bank with Georgetti and gave him the two checks that you said paid for December rent did Georgetti give you any money from the checks?

A. No, sir.

30 Q. Did you have an account in that bank?

A. Myself, yes, sir.

Q. You had an account there?

A. Me and my partner.

Q. You and your partner had an account there?

A. Yes.

Q. If you wanted the money you could have got it by putting it through in your own account?

A. Yes; that is right. The other thing, Mr. Weeks, any time——

Q. That is all right. He says that he gave you some part of the money back either on the day the checks were given him or possibly the next day or possibly, he wasn't sure, it may have been a week later?

A. No.

10

Q. Did he give you any at any time?

A. No, sir. Mr. Week you know——

Mr. Cole: I object.

The Court: No, there is no question.

GEORGIA KREKOKIAS, recalled.

20

Direct examination.

By Mr. Weeks:

Q. Mrs. Krekokias, I show you a note signed by Georgia Krekokias and Frank Fiore dated January 13, 1923, to M. Georgetti for \$1432.05 and I ask you what the note was given for?

A. For some of the old debts of the business and the old furniture; they had promised to let the boys use that furniture the entire time they had the lease, if they would have it repaired and fixed up; it was in poor condition and they spent a couple of hundred dollars in fixing it up.

30

Q. Did this note include anything, so far as a

consideration is concerned, for the furniture in the hotel which had belonged to Aspiotis and Krekokias?

A. No.

Q. Was no consideration in it?

A. No, sir.

Q. I call your attention to an item on paper marked D4, which Judge Shinn says was handed to him by you reading in that particular item "Georgetti \$800 rent and loan" and I ask you what that represented?

A. That was the rent, part of it was fifty dollars balance on August and September, Mr. Georgetti was away at the time and I don't think Mr. Fiore knew just what the rent was and it was overlooked and they didn't know about it until after Mr. Georgetti came back and Dennis himself told him about the hundred dollars that had not been paid and he says, "I want to pay you."

20 Q. Then that accounts for one hundred; what was the balance of the eight hundred for?

A. Well, Mr. Gaskill said that Mr. Shinn had been quite friendly to us and helping us about getting the lease out and we should pay his fee, seventy-five dollars, so we said, "All right," so that seventy-five dollars is in that.

Q. In the eight hundred dollar item?

A. Yes.

Q. Which is marked "rent and loan?"

30 A. Yes, money that I borrowed through December after the dispossession; I told Mr. Georgetti the place would be closed quite a while after the dispossession and nothing coming in, everything going out, how would we get along; I says, "Will you help us financially?" He kind of shrugged his shoulders and said, "I guess I will have to." So any

time bills came in and we couldn't meet them, he helped us.

Q. Can you tell now what specifically made up that eight hundred dollar item besides the items that you have already testified?

A. Well, there was that note I think was in that.

Q. Three hundred dollar note?

A. I think was in that. I don't just remember what that all together is.

Q. Was there anything in that?

A. Water tax and that hundred dollars for August and September, about three hundred that I borrowed through December, seventy-five water tax; I don't remember just what it was.

Q. Was there anything included in that item marked "rent and loan \$800" for December rent?

A. No.

Q. Wasn't in there at all?

A. No.

Q. You heard Mr. Gaskill's testimony that he went to Judge Shinn in your behalf in some proposition and Judge Shinn wouldn't give what he wanted; did he also say that he couldn't trust Georgetti upon his promise not to interfere with you and Dennis Krekokias at the hotel?

A. Well, he says, "I don't just exactly trust Mr. Georgetti." He says, "Can you fix and swing this thing yourself?" He says, "How much do you owe?" I says, "Well, we owe about thirteen hundred dollars and I don't think we can get it." He said, "Wouldn't Mr. Sursock give it to you?" and I says, "I am afraid not," and he says, "Well, you wait here and I will go to speak to Mr. Shinn." He says, "Lawyers never lie to one another and I will see what he says about it," so I waited and he came down again and he said, "Well, I think Mr. Geor-

getti is sincere this time, I think he means what he says.”

Q. And did he tell you that you would have to bid at the sale and take care of yourself?

A. No, he didn't say anything like that.

Q. Do you know whether Mr. Di Lopoulo was about Atlantic City in October last year?

A. Yes, sir.

Q. He was about here?

10 A. Yes, sir.

Q. Do you know whether he was here in September?

A. Yes, sir.

Q. What?

A. He was here in September.

Q. He was, eh?

A. Yes, in business; I don't think the business closed until the middle of September.

20 Cross-examination.

By Mr. Cole:

Q. Showing you Exhibit D5, in which there is a statement “Georgetti rent \$479.83” in Judge Shinn's handwriting and at the right-hand side on the bottom of the sheet in your handwriting are figures \$479.83.

30 A. That is where they were put down there corrected, like I couldn't add them up and I put them down myself.

Q. What did you understand the \$479.83 represented?

A. \$300 we had borrowed.

Q. Yes, but it says “rent, Georgetti rent \$479.83” put down, the same thing figures, now do you say it was not rent?

A. No, it don't represent rent because the rent was paid.

Q. Total figures \$1985.04 Judge Shinn made up?

A. Yes, sir.

Q. And you put the same figures down here left-hand side?

A. Those are not my figures.

Q. Whose are they?

A. Those are the figures I put down and discovered the difference.

10

Q. Whose figures are those on the left-hand side?

A. I don't know whose they are.

Q. I notice \$477.99 amount due Sykes, that is correct, isn't it?

A. Yes.

Q. You gave Sykes a note for that amount?

A. Yes.

Q. That amount is subtracted from the \$1985.04 is the amount due Georgetti, isn't that?

A. I guess paid that note.

20

Q. At all events you did give Sykes a note, didn't you?

A. Yes.

Q. What was the amount of the note you gave Sykes?

A. Note Mr. Georgetti asked us to sign for Mr. Sykes he gave us for five hundred dollars.

Q. At all events \$477.99, and Judge Shinn's figures represented the Sykes note at that time, didn't it?

30

A. Yes.

Q. You put the same figures down yourself?

A. Yes, sir. That is why we were afraid Mr. Georgetti was going to double-cross us and call that a loan instead of rent.

Q. You say the figures Georgetti rent was \$479.83?

A. Yes, that is why Dennis was anxious to sign an agreement he wasn't going to put us out because he was afraid he was going to say the rent wasn't paid, that is how they are turning it around.

By Mr. Weeks:

Q. You knew of that particular paper they had charged the item of \$479.83 involved December
10 rent, did you?

The Court: Is there any testimony to that effect? Is there any testimony that it was December rent?

A. I don't understand your question.

Mr. Weeks: I understood what they contended.

The Court: I don't know whether they did or
20 not but you make the statement. I don't recall any testimony.

Q. Then as a matter of fact do you know whether the \$479.83 on the paper marked D5, whose handwriting and figures is that?

A. Mr. Shinn's.

Q. What was the item for, so far as you know?

A. That was the money I borrowed after the dis-
30 possess and the water tax and the one hundred balance on August and September rent. That is why Dennis was so afraid they were going to double-cross him because they kept putting that down as rent instead of the loan.

Q. Will you tell me the items and amounts that made up the \$479.83?

A. Money that I had borrowed from Mr. Georgetti.

Q. How much was it?

A. About three hundred dollars and the fifty dollars balance on August and September, one hundred, and the seventy-five water tax.

Q. Seventy-five water tax?

A. Yes.

Q. Do you know where the odd dollars and cents came in?

A. Might have been the court charges.

Q. You don't know what that was?

10

A. No.

By the Court:

Q. How much is that total?

Mr. Weeks: It is put down here \$479.83.

A. That is in the note \$1300 we signed and then Mr. Georgetti asked me to sign the five hundred dollar note to Mr. Sykes.

20

The Court: It is astonishing that the amount of the claim on the landlord and tenant proceedings with the costs amount to \$479.98 if it is not the same item.

IT IS HEREBY STIPULATED by and between respective counsel that the checks offered by the complainant, one for \$80.14 payable to the order of Aspiotis and Krekokias dated December second, 1922, signed by Joseph B. Perskie, special, New Central Hotel, and bearing the endorsement lastly of M. Georgetti, marked C10, was in fact deposited to the credit of Michael Georgetti.

30

And the same stipulation applies to a check dated December first, 1922, to the order of the New Central Hotel for \$235 signed Louis Goos, Jr., endorsed New Central Hotel and lastly M. Georgetti, marked in this case C9.

The Court: That is agreed to by the other side?

Mr. Cole: Yes.

10

TESTIMONY CLOSED.

EXHIBIT C2.

State of New Jersey, }
Atlantic County. } ss.

20 Michael Georgetti of full age, duly sworn says, that he is the owner of premises situate at and known as 27 and 29 South Kentucky Avenue, in the City of Atlantic City, County of Atlantic and State of New Jersey; that Louis Aspiotas and Dennis Krekokias are now in possession by virtue of an agreement made between said Louis Aspiotas and Dennis Krekokias and this deponent on the 20th day of August, 1920, whereby deponent let and rented said premises to the said Louis Aspiotas and Dennis Krekokias for a term of six years, from the first day of May, 1921 to the first day of May, 1927,
30 for the sum of \$36,000.00, payable \$500 upon signing of this lease, \$500 when the work on alterations and repairs is commenced, \$1000 July 1st, 1921, \$1000 August 1st, 1921, \$1000 September 1st, 1921, \$500 October 1st, 1921, \$250 November 1st, 1921, \$250 December 1st, 1921, \$250 January 1st, 1922, \$250

February 1st, 1922, \$250 March 1st, 1922, \$250 April 1st, 1922, and thereafter \$500 May 1st, \$500 June 1st, \$1000 July 1st, \$1000 August 1st, \$1000 September 1st, \$500 October 1st, \$250 November 1st, \$250 December 1st, \$250 January 1st, \$250 February 1st, \$200 March 1st, \$250 April 1st, in each year. Said Louis Aspiotas and Dennis Krekokias entered into possession of said premises May 1st, 1921, and on November 4th, 1921, Louis Aspiotas and Dennis Krekokias entered into a supplemental agreement of lease in writing with deponent under the terms of which, for the consideration therein expressed, the said Louis Aspiotas and Dennis Krekokias agreed to pay to deponent, in addition to the rent reserved in the first mentioned lease, a sum of \$50.00 per month, beginning December 1st, 1921, on the first day of each and every month during such time as possession of the said demised premises described in the supplemental agreement of lease, or any part thereof, to which stores No. 27 and 29 South Kentucky Avenue, in said City, was sub-let, or so long as the premises were used for any purposes other than as specified and limited in said first mentioned agreement of lease and to pay any excess on any water bills for the whole of said premises in excess of the minimum rate, which minimum rate amounts to \$75.00; that said portion of the premises mentioned and described in said supplemental agreement of lease was thereupon sub-let and has ever since and now is in possession of a sub-tenant.

That Louis Aspiotas and Dennis Krekokias are indebted to deponent in the sum of \$474.88, being rent due by virtue of said agreement as follows: \$74.88 for excess water rent, due August 1st, 1922, a balance of \$50.00 on an installment of rent due August 1st, 1922, a balance of \$50.00 on an install-

ment of rent due August 1st, 1922, a balance of \$50.00 on an installment of rent due September 1st, 1922 and \$300 due December 1st, 1922.

And deponent further says that the said rent, or any part thereof, has not been paid and that the said Louis Aspiotas and Dennis Krekokias hold over and continue in possession of said premises and without the permission of deponent.

And deponent further says that said premises
10 were let and rented to said Louis Aspiotas and Dennis Krekokias to be used as a hotel, restaurant and barber shop, for which purposes, or one or more of them, it has and still is being occupied.

Michael Georgetti

Sworn and subscribed before
me this December 5th, 1922.

C C Shinn

M C C of N J

20

EXHIBIT C4.

Atlantic County, }
Atlantic City, } ss.

The State of New Jersey, To any Constable of
said County:

Whereas, Louis Aspiotis and Dennis Krekokias
did not show sufficient cause before the DISTRICT
30 COURT OF THE CITY OF ATLANTIC CITY, on
the 13th day of December in the year of our Lord
nineteen hundred and twenty two why they did not
remove from and cease possession of house and
premises, situate, No. 27 & 29 So. Kentucky Avenue
in the City of Atlantic City, and claimed by Michael
Georgetti It appearing that the notice and sum-
mons had been duly served.

Now Therefore, You are hereby commanded forthwith to remove all persons from said premises, and to put the said claimant in full possession thereof, and to levy and make of the goods and chattels of the said Louis Aspiotis and Dennis Krekokias the sum of.....dollars andcents the costs of the proceedings aforesaid according to the provisions of an act entitled "An Act constituting District Courts in certain cities in this State," and the supplements thereto. 10

And make return to the said Court forthwith of your proceedings therein.

WITNESS, LOUIS A. REPETTO, Esq., Judge of said Court, at City of Atlantic City, aforesaid, the 18 day of December in the year of our Lord one thousand nine hundred and twenty two

William I. Risley Clerk.

[ENDORSED]

20

I return this writ 12-19 1922 duly served, having dispossessed the defendant, and placed the claimant in full possession of the within described premises.

E McDevitt
Sergeant-at-Arms.
Constable

30

EXHIBIT C9.

Atlantic City, N. J. December 1, 1922 No. 111
 The ATLANTIC SAFE DEPOSIT & TRUST CO.
 55-140

Pay to the order of
 New Central Hotel.....\$235.00/100
 10 —Two Hundred and Thirty five..00/100 Dollars
 Louis Goos, Jr.

—————
 [ENDORSED]
 New Central Hotel
 M. Georgetti

20

EXHIBIT C10.

Atlantic City, N. J. 12-2-22 19—
 BANKERS TRUST COMPANY 55-149

Pay to the
 order of Aspiotis & Krekokias \$80.14
 Eighty and 14/100.....Dollars
 Jos B. Perskie Special
 New Central Hotel

30

—————
 [ENDORSED]
 Aspiotis & Krekokias
 Denis Krekokias
 M. Georgetti

Soap Company,	10.13	Soap Powder
	4.00	Vacurette
Felker,	41.50	Paints,
Ferschke,	9.00	Printer,
Kensington	50.00	Furnishings,
McKay	31.03	Plumber,
New Jersey Co.....	42.62	Cigars,
Perkins	63.66	Bread
Mrs. Reitman	50.00	Silver,
10 Sykes	500.00	Canopy
E. C. Wilson.....	94.01	Insurance
Tenet Cheese Co.....	12.00	Cheese
Monas	1100.00	Loan
Mrs. Denis	600.00	"
Georgette	800.00	Rent & Loan
Vollmer	30.00	Accountant.
Stein	80.00	Supplies
Nick	4000.00	Mortgage
Mrs. Denis	1000.00	
20	<hr/>	
	\$8605.74	

\$ 500.00

1100.00

800.00

4000.00

\$6400.00

100.00

30 \$6500.00

EXHIBIT D5.

Pappadoulis	94.32
Georgetti, note	339.62
" rent	479.83

Exhibits

239

Sykes	477.99	477
Kensington Carpet Co	60.45	6045
Brown, paid by Shinn	53.49	750
Shinn, costs	29.34	
Shinn, fee	75.00	
“ Cases, agreement &c	25.00	
Georgetti, furniture	250.00	
	<hr/>	
	1985.04	
	94.32	10
	339.62	
	479.83	
	477.99	
	60.45	
1985.04	53.49	
477.99	29.34	
<hr/>	75.00	
1507.05	25.00	
94.32	250.00	
<hr/>	<hr/>	
1412.73	1885.04	20

EXHIBIT D6.

October 19, 1922.

\$300.00

One Month after date we promise to pay to the order of M. Georgetti

Three hundred.....00/100 Dollars 30

Payable at Atlantic City National Bank

Value received

No. 3847 Due—Nov. 20th

DENIS KRIKOKIAS.
LOUIS ASPIOTIS

[ENDORSED]
M. Georgetti
Cecelia Fiore, Atty.
Revenue Stamp 10¢

CONCLUSIONS.

10 INGERSOLL, V. C.:

I see no reason why I cannot dispose of the matter at the present time. There is no question in my mind at all, but that fraud is in this matter or attempted to be in, but that is by Krekokias and his wife. There is only one question in the case, whether that fraud extended to Mr. Georgetti. The only difficulty I have had in that point is as to the payment of this December rent upon which the landlord and tenant proceedings were bases. If that
20 rent had been paid and Georgetti falsely swore that it had not been paid, then the testimony which has been presented to me would cause the Court to believe that there had been a fraud. But the testimony as produced in some respects is almost unbelievable and I do not believe some of it. It is based, I was going to say, almost exclusively—that may be a little too broad—upon the testimony of Denis Krekokias and his wife. Admittedly that are and
30 were conspirators either between themselves or between themselves and Georgetti. I think it is clear that so far as they are concerned, they agree that this rent was not paid. The memorandum made by Judge Shinn, accepted by Mrs. Krekokias, shows on the face of it that the rent was not paid at that time. They allow as a credit to Georgetti, or as a charge to themselves, whichever you may call it, the

amount of the rent and costs, except a trifling error apparently of fifteen cents in the costs.

I am not going to comment upon the testimony of the witnesses specifically except to suggest that at least one of them was absolutely false in his statements and contradicted immediately by the complainant himself. Some of the other testimony, notably of Mrs. Smiley, I was not impressed by her testimony, not impressed by her manner upon the witness stand and I cannot give any great credence to her story. 10

This case apparently is not one of irreparable damage, in case it has to go to a law court. Part of the premises at least have been leased to the defendants for a period of three years prior to the time of dispossession, the remaining part at least two years and there has been sufficient to fix a measure of damages in case damages could arise.

Under the circumstances, considering as I have quite carefully, the testimony—I have in the recess last night to this morning considered the complainant's testimony very carefully and considering the fact that much of the locus must be sustained, if sustained at all, by the testimony of Krekokias and his wife, who are admittedly conspirators in this case, I am constrained to believe and feel it my duty to dismiss the bill and such an order may be made. 20

Submitted: June 26th, 1923.

Determined: June 26th, 1923.

FINAL DECREE.

(Filed June 27, 1923.)

This cause coming on to be heard on the pleadings and proofs, before his Honor Robert H. Ingersoll, one of the Vice-Chancellors of New Jersey, it being stipulated by counsel that in the absence of a formal order of reference that the same be heard by consent, for the Chancellor, in the presence of Elwood C. Weeks, Esquire, solicitor for and of counsel with complainant, and C. C. Shinn, Esquire, solicitor for and of counsel with the defendant Michael Georgetti, and William Elmer Brown, Jr., Esquire, solicitor for and of counsel with the defendant Frank Fiore, and the Court having read the pleadings, heard the proofs and the arguments of counsel thereon, and duly considered the same, and being of the opinion that complainant is not entitled to the relief prayed for in the said bill of complaint.

It is on this twenty-seventh day of June, 1923, by his Honor Edwin Robert Walker, Chancellor of the State of New Jersey, Ordered, Adjudged and Decreed, that the said bill of complaint be and the same hereby is dismissed.

And it is further Ordered, Adjudged and Decreed that the complainant pay to the defendants, Michael Georgetti and Frank Fiore, their costs of suit to be taxed.

E. R. WALKER,
C.

Respectfully advised,
R. H. INGERSOLL,
V. C.

NOTICE OF APPEAL.

(Filed Sept. 5, 1923.)

IN CHANCERY OF NEW JERSEY.

Between

LOUIS ASPIOTIS,
Complainant,
 and
 MICHAEL GEORGETTI, *et*
als.,
Defendants.

10

On Bill, Etc.
 Notice of Appeal.

The complainant hereby appeals from the final decree and order made in this Court dismissing the complainant's bill in the above entitled cause, and from the whole and every part thereof, to the Court of Errors and Appeals, in the last resort in all causes.

20

Dated August 23, 1923.

ELWOOD C. WEEKS,
Solicitor for and of Counsel
with Complainant.

30

I conceive there is good cause for appeal in the above stated case.

ELWOOD C. WEEKS,
Of Counsel with the Com-
plainant.

[ENDORSED]

Service of a copy of the within Notice
is hereby acknowledged this 23rd day
of August, 1923.

C. C. Shinn,
Sol. for Michael Georgetti
Wm Elmer Brown, Jr.,
Sol'r for Frank Fiore

10

State of New Jersey }
Atlantic County } ss

Elwood C. Weeks being duly sworn,
deposes and says, that on September
7th, 1923, he served a copy of the
within notice of appeal personally
upon Georgie Krekokias and Denis
Krekokias, by handing them each a
copy thereof.

20

Elwood C. Weeks
Sworn and subscribed before me this
September 7, 1923
Paul M. Saulsberg, M. C. C. of N. J.

30

PETITION OF APPEAL.

(Filed Sept. 5, 1923.)

NEW JERSEY COURT OF ERRORS AND APPEALS.

—————		10
Between LOUIS ASPIOTIS, <i>Complainant-</i> <i>Appellant,</i> and MICHAEL GEORGETTI, FRANK FIORE, DENIS KREKOKIAS and GEORGIE KREKOKIAS, <i>Defendants-</i> <i>Appellees.</i>	}	On Bill, Etc. Petition of Appeal.
—————		20

*To the Honorable the Court of Errors and Appeals,
the Last Resort in all Cases:*

The petition of Louis Aspiotis, the complainant and appellant in the above stated cause, respectfully shows: 30

That your petitioner finds himself aggrieved by the order and final decree made in the Court of Chancery, by his Honor, Edwin Robert Walker, Chancellor, being dated on the twenty-seventh day of June, 1923, wherein your petitioner was complainant and the said Michael Georgetti and others were

defendants, in the following respects, to wit: That the said final decree or order dismissed the complainant's bill.

And your petitioner humbly appeals from the said final decree of the Chancellor, which decrees and orders as aforesaid, upon the ground that the same is erroneous, for that the complainant's bill should not have been dismissed; and a decree should have been made reinstating the complainant in and to the full
10 possession and enjoyment of a one-half undivided interest in and to the leasehold estate in the premises known as 27 and 29 South Kentucky Avenue, Atlantic City, New Jersey, as created under a lease made about August 20th, 1920, and also in the furniture, fixtures and equipment of the said premises; and should have ordered and directed an accounting to be had between the complainant and all of the defendants in said cause.

Your petitioner therefore prays that the said final
20 decree and order of the Chancellor may be reversed, set aside and for nothing holden; and that your petitioner may have such relief in the premises as to this Honorable Court shall seem meet and right.

LOUIS ASPIOTIS,
Petitioner.

ELWOOD C. WEEKS,
Solicitor and of Counsel with
Complainant-Appellant.
Dated 8-23, 1923.

[ENDORSED]

Service of a copy of the within petition is hereby acknowledged this 23 day of August, 1923.

C. C. Shinn,
Solr. for Michael Georgetti
Wm. Elmer Brown,
Sol'r. for Frank Fiore

10

State of New Jersey }
Atlantic County } ss

Elwood C. Weeks being duly sworn, deposes and says, that on September 7th, 1923, he served a copy of the within petition personally upon Georgie Krekokias and Denis Krekokias, by handing them each a copy thereof.

Elwood C. Weeks
Sworn and subscribed before me
this 7th day of Sept, 1923.
Paul M. Saulsberg, M. C. C. of N. J.

20

30

ANSWER OF MICHAEL GEORGETTI.

(Filed Sept. 13, 1923.)

10

The answer of Michael Georgetti, one of the above named respondents, to the petition of appeal of Louis Aspiotis:

20

This respondent not acknowledging all or any of the matters which in the said petition of appeal are contained, to be true, for answer thereto, notwithstanding, says and admits that a decree was made and entered in the Court of Chancery, in the cause for that purpose mentioned in the petition of appeal. And this respondent is advised and believes that the said decree in the respect to which appellant Louis Aspiotis appeals is agreeable to equity, and he prays that the same may in such respect be affirmed with costs to be adjudged to this respondent on the appeal of the said Aspiotis.

C. C. SHINN,

*Solicitor and of Counsel with
Michael Georgetti.*

30

NEW JERSEY COURT OF ERRORS AND
APPEALS.

Between
LOUIS ASPIOTIS,
 Complainant-
 Appellant,
 and
MICHAEL GEORGETTI,
 et als.,
 Defendants-
 Respondents.

} On Appeal from De-
cree in Chancery.

BRIEF FOR THE APPELLANT.

In behalf of the appellant, it is contended that the complainant below should have been reinstated in the premises in question under the lease Exhibit C7 (Case, p. 9).

FACTS.

The lease in question created a leasehold estate for a term of six years, ending May 1, 1927, in and to premises in which complainant and his partner, Denis Krekokias, conducted a restaurant upon the first floor, sublet a space thereon for a coffee house, and used the forty-four rooms above the first floor, as a hotel; and it is not denied that the furnishings, fixtures and equipment throughout in good condition

(p. 216, l. 28), were installed at great cost and expense to complainant and his said partner, and that in all of which, as well as the said leasehold estate, complainant had a one-half undivided interest (p. 37).

On December 5, 1922 (p. 234, l. 16), suit for default in rent was instituted in the Atlantic City District Court and complainant was formally dispossessed on or before December 19 (p. 235), but singularly enough the other partner, Krekokias, was not so dispossessed (p. 75, l. 14), the constable's return to the writ notwithstanding, or if so it was a sham in effect (p. 73, l. 17); and the defense does not deny that Krekokias remained in the hotel, except for the night first after the warrant of removal was executed with Georgetti's consent.

ARGUMENT.

The question upon which the problem must be solved, we think, is whether the conduct of Michael Georgetti in obtaining possession of the premises as against Aspiotis was fraudulent to such extent as that a court of equity in dealing with the rights of the parties should regard the advantage gained by the wrongdoer as vitiated by reason of the fraud; and accordingly—like a referee at a football game—not permit the advantage to be held.

“Fraud and imposition invalidate a judgment as they do all other acts.”

Dobson v. Pearce, 62 Am. D. 152.

“There is nothing so peculiarly sacred about a judgment or decree of a court of justice as, on the one hand, to prevent their being used for

fraudulent purposes, and, on the other hand, to prevent this Court from limiting their force and effect accordingly.”

Turner v. Knehule, 70 N. J. E. 66.

See

Mechs. Nat. Bank v. Burnett, 6 Stew. 489.

“If a case of fraud be established, a court of equity will set aside all transactions founded upon it.”

Kerr Fr., 43, 44.

The owner of the hotel, Mr. Georgetti, in July, 1922, when there was a bit of trouble between Aspiotis and Krekokias, Georgetti stated a desire to oust Aspiotis (p. 64, l. 13—p. 133, l. 1), saying that payment of the October rent should be defaulted and he would “break the lease” (p. 120, l. 8—p. 125, l. 36). The same purpose was made known to Mr. Haronis (p. 144, l. 32), and the fact was admitted by Georgetti (p. 84, l. 18). There was good reason from Georgetti’s side for not having the default to occur until the month of October, for then the rent due was \$500, instead of \$1000 (p. 10, l. 8). Aspiotis knew nothing of the conspiracy nor the payment of the December rent till after judgment (p. 101, l. 34). However, the October rent was paid (p. 121, l. 4), with objection by Georgetti (p. 126, l. 17—p. 67, l. 1). Of course, Georgetti denies that he planned to oust Aspiotis, in spite of the testimony of the several witnesses, whose testimony agrees in the main and is supported strongly by the inconsistent and contrary treatment of the two partners, Aspiotis and Krekokias.

The suit was for failure to pay December rent. Mr. Aspiotis was without proofs of payment of

rent, as Mr. or Mrs. Krekokias had always paid the partnership rent for the hotel and kept the receipts (p. 44, top); and while the suit for possession was pending Aspiotis endeavored to ascertain whether any rent had not been paid (p. 73, l. 25—p. 45, l. 32), but Krekokias, who had the proofs, conspiring with Georgetti, had gone to Washington and remained away till judgment was entered (p. 67, l. 8), and Georgetti had directed this part of the play (p. 118, l. 27). It is undisputed that Krekokias gave to Georgetti on December 4, one day before suit was instituted, two checks representing partnership funds, amounting to a few dollars more than the December rent (p. 115, l. 17), and these two checks, Exhibits C9 and C10, were for the December rent (p. 91, l. 5) deposited to the credit of Georgetti (p. 131, l. 9 and p. 132, l. 1). On December 2, out of the proceeds of a chattel mortgage, Georgetti was paid all that was due him from Aspiotis and Krekokias (p. 206, l. 25). If there was a proper charge for water rent, it was not mentioned in the lease. The fact is that Georgetti and Mr. and Mrs. Krekokias knew the plan was to put Aspiotis out of his estate (p. 101, l. 28) by intrigue. The checks for the December rent were deposited to the credit of Georgetti (p. 231, bottom), and Mrs. Krekokias knew this as a fact before counsel for Georgetti was forced to admit it (p. 94, l. 10).

Mr. Aspiotis was also at a disadvantage, if he is believed, in having understood he would have three days from judgment to pay the rent to Mr. Shinn which he tried to do two days after judgment was entered (p. 46, l. 30). Furthermore, it is likely that Mr. Aspiotis did not regard the matter so serious before judgment, for Judge Shinn had about three months before brought suit against Aspiotis and Krekokias for possession of the same property,

See note

NOTE:

When two or more persons "enter into a conspiracy, any act done by either, in furtherance of the common design, becomes the act of all".

8 OYD. 657
 Van Horn vs. Van Horn
 52 E. J. L. 236
 Page vs. Parker
 30 Am. D. 175

while at the same time he was solicitor for Aspiotis. This he denied emphatically until suddenly he admitted his error (p. 174, l. 27; also p. 175, l. 20); and it was not clear as to the purpose, under the circumstances, of that suit (p. 176, l. 9). It is apt to suggest here that Judge Shinn was likewise in error in other parts of his testimony.

A significant bit of evidence tending to show the fraud upon Mr. Aspiotis is in the statement of Mrs. Krekokias that during the pendency of the suit for possession she importuned Judge Shinn and Mr. Georgetti for written evidence that the interest of Mr. Krekokias would not be disturbed by the proceedings [Georgetti had always held that he would turn the place over to Krekokias (p. 125, l. 33—p. 74, l. 4)], Krekokias long before suit was started, desired something in writing (p. 65, l. 31—p. 136, l. 19). The plan to oust Aspiotis only was understood, but Krekokias desired a guarantee of his protection. The effort to obtain written evidence for protection of Mr. Krekokias was persistent (p. 177, l. 11—p. 171, l. 12).

It is denied on the part of Georgetti that there was any understanding that Krekokias would not be ousted with Aspiotis from the hotel, yet Georgetti permitted Mr. and Mrs. Krekokias to remain (p. 75, l. 15—p. 213, l. 33), and Georgetti says he doesn't remember why this was (p. 215, l. 1), and the very thing complainant charges, and Mr. and Mrs. Krekokias admits to have been the plan is put into effect except that Krekokias did not remain alone (p. 79, l. 25), which was contrary to Georgetti's promise (p. 112, l. 26), and Mrs. Krekokias, as a matter of form, only substituted for Mr. Krekokias (p. 105, l. 8). This is not denied by any one. The complainant's proofs do not depend alone upon the story of Mr. and Mrs. Krekokias, and a

number of other Greeks, but their stories are buttressed by the failure to disturb Krekokias, except to have his interest to nominally appear as belonging to his wife.

There is some testimony of a sale of the partnership effects of Aspiotis and Krekokias upon execution out of the Atlantic City District Court, subsequent to the termination of the suit for possession aforesaid (p. 193, l. 27; also see p. 24, l. 22), although the clerk of the Atlantic City District Court swears that he can find no record to indicate that any such sale was ever held (top p. 68), but if there was a sale of the partnership assets to Georgetti, then Aspiotis was no doubt already disheartened by having been disposed—the furnishings of the hotel were of small value, unless Aspiotis might continue in possession of his interest at the hotel; and by the fraud perpetrated upon him to oust him his back was broken and the sale of the partnership assets went “by the board,” and Georgetti purchased them (p. 194, l. 35).

It is very significant, if Georgetti purchased the complete outfit of this hotel, formerly belonging to Aspiotis and Krekokias, that Mrs. Krekokias afterwards has a one-half interest therein, as admitted by Fiore (p. 14, l. 17), and as asserted in behalf of Georgetti (p. 25, l. 1), and yet no consideration was paid therefor to Georgetti (p. 225, l. 36—p. 215, l. 31), which is undenied; and, in fact, there is positive evidence that Georgetti sold nothing to Fiore and Mrs. Krekokias, which ever belonged to Aspiotis and Krekokias (p. 78, l. 22), it was apparently understood between Georgetti and Krekokias that the interest of the latter never had been disturbed by Mr. Georgetti.

The note given by Fiore and Krekokias to Georgetti for \$1432.05 at the time they took possession of

the hotel appears not to have been for the purchase of the furniture which Aspiotis and Krekokias had owned (p. 225, l. 36). The item "Georgetti furniture" (p. 239, l. 8), does not that refer to that furniture (p. 216, l. 1).

However, Aspiotis still owned his one-half interest in the furnishings of the hotel, or Georgetti owned it by purchase at an alleged sale; and in either case there should have been a restoration of Mr. Aspiotis (since no third party in interest intervened) and upon accounting whatever Georgetti paid at such sale, if anything, could have been saved to him—the fraud of Georgetti was "the cause of all our woes."

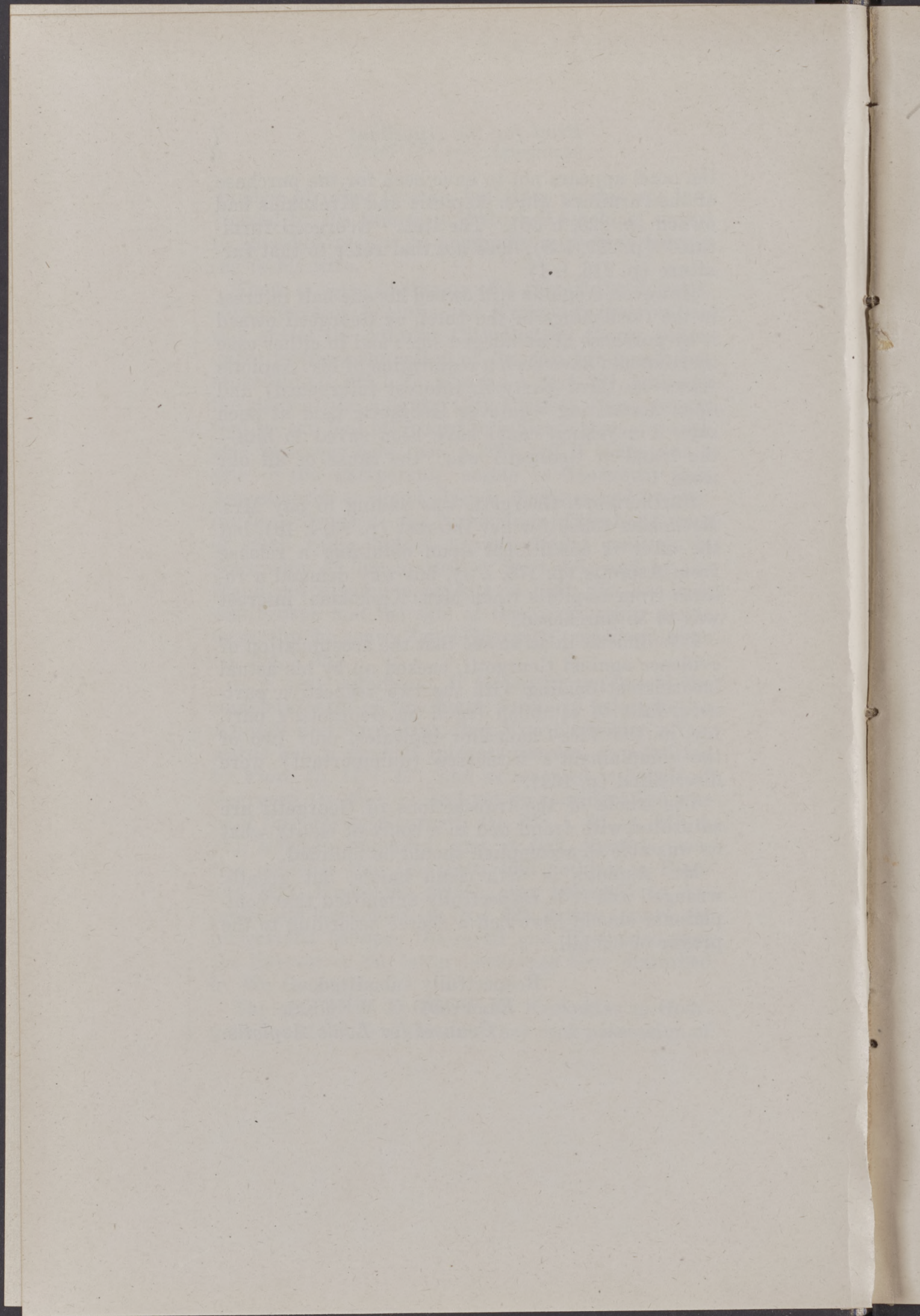
Furthermore, Georgetti was willing to pay Mrs. Krekokias \$3500 for her interest (p. 83, l. 18), but the offer is conditional upon obtaining a release from Aspiotis (p. 173, l. 4), but why demand a release from Aspiotis when Mrs. Krekokias' interest was to be purchased.

It is difficult in all to see that the accumulation of evidence against Georgetti, backed up by his actual inconsistent dealing with the two respective partners, fails to establish fraud on Georgetti's part, for, as the Vice-Chancellor indicates, only two of the complainant's witnesses (unimportant) were discredited (p. 162).

The whole of the transactions of Georgetti are saturated with fraud and in a court of equity what he was able to accomplish should be nullified.

Mr. Aspiotis is with clean hands, but greatly wronged and it is respectfully submitted that complainant should have had a decree according to the prayer of his bill.

Respectfully submitted,
ELWOOD C. WEEKS,
Counsel for Louis Aspiotis.



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New Jersey Court of Errors and Appeals

Between

LOUIS ASPIOTIS,
Complainant-Appellant,

and

MICHAEL GEORGETTI, *et als.*,
Defendants-Respondents.

ON APPEAL FROM DECREE IN CHANCERY.

BRIEF FOR THE RESPONDENTS, MICHAEL
GEORGETTI AND FRANK FIORE.

PRELIMINARY STATEMENT.

Complainant and Denis Krikokias, one of the defendants, were partners, conducting a hotel and restaurant at Nos. 27 and 29 South Kentucky Avenue, Atlantic City, New Jersey, owned by defendant, Michael Georgetti, and on December 1st, 1922, defaulted in the payment of the rent due on that date, amounting to \$300.00, and were also in default in the payment of a balance of \$50.00 for rent due August 1st, 1922; \$50.00 being a balance of rent due

September 1st, 1922, and \$74.88 excess water rent, which under the terms of their supplemental lease with Georgetti they were obliged to pay (Exhibit C2, p. 233, l. 24).

By reason of the default in the payment of said rent, proceedings for possession of the demised premises were instituted in the District Court of Atlantic City on or about December 5th, 1923 (Exhibit C2, p. 232, l. 16), by Georgetti against Aspiotis and Krekokias, with the result that there was a judgment for possession, and Georgetti put into possession by virtue of a warrant of removal (Exhibit C4, p. 234, l. 24), on December 19th, 1922.

Aspiotis and Krekokias were in financial difficulties and a number of creditors secured judgments in said District Court and the property of the partnership was sold on or about January 2nd, 1923, under executions issued by the judgment creditors, subject to a \$4,000 chattel mortgage, and purchased by Georgetti.

Georgetti sold the partnership property to Fiore and Krekokias and took in payment their note (Exhibit D3, top of p. 237), and rented the hotel and restaurant to them (Exhibit C, attached to the bill of complaint, bottom p. 11).

Complainant filed his bill of complaint in which he charges that the judgment for possession and the judgments, under which the property of the Aspiotis & Krekokias partnership was sold, were the result of fraudulent acts on the part of Georgetti, Denis Krekokias and Georgie Krekokias. Georgetti by his answer denies any fraud upon his part, while Denis and Georgie Krekokias by their joint answer, admit the fraud, which, they say, was suggested by Georgetti. The answer of Denis and Georgie Krekokias was filed on the advice of counsel for com-

plainant, who also represented them and had them sign the answer (p. 89, l. 9).

ARGUMENT.

I.

The judgments under which executions were issued, resulting in the sale of the partnership property was sold, will be first considered.

Said judgments were formally entered and executions issued thereon, as was so proven by the clerk of the District Court (p. 70, l. 4); an effort was made on the part of complainant to show that Georgetti endeavored to induce some of the creditors of Aspiotis and Krekokias to institute suit, which they denied (pp. 137, l. 32; 141, l. 11; 143, l. 4); the sale was open, public and regular, being cried by the sergeant-at-arms of the District Court and clerked by G. Arthur Bolte, Esq., a reputable and highly esteemed member of the bar of this State (p. 193, l. 31; 194, l. 1), and Aspiotis, the complainant, was present (p. 193, l. 26), and the property was purchased by Georgetti, subject to a chattel mortgage of \$4000 (pp. 194, l. 35; 195, l. 11).

Georgetti subsequently sold the property to Fiore and Mrs. Krekokias for what it cost him as evidenced by Exhibit D5 (p. 238, l. 34); Exhibit D3 (p. 237, l. 1).

We agree with our adversary that the Court of Chancery has ample jurisdiction to invalidate a judgment where it was procured by fraud and imposition, but fraud and imposition must be shown.

In the case at bar there is no proof whatever of

fraud or imposition, or of a suspicious circumstance in connection with the judgments and the sale, and the Court of Chancery very properly declined to disturb them.

II.

We now come to the consideration of landlord and tenant proceeding, and whether Aspiotis was fraudulently ousted of his possession.

Aspiotis relies largely upon the testimony of Denis and Georgie Krikokias in support of this contention.

The learned Vice-Chancellor, who advised the decree from which complainant-appellant appeals, in his conclusions said:

“There is no question in my mind at all, but that fraud is in this matter or attempted to be in, but that is by Krekokias and his wife. There is only one question in this case, whether that fraud extended to Mr. Georgetti. The only difficulty I have had in that point is as to the payment of this December rent upon which the landlord and tenant proceedings were based. If that rent had been paid and Georgetti falsely swore that it had not been paid, then the testimony which has been presented to me would cause the Court to believe that there had been a fraud. But the testimony as produced in some respects is almost unbelievable and I do not believe some of it. It is based, I was going to say, almost exclusively—that may be a little too broad—upon the testimony of Denis Krekokias and his wife.

“Admittedly they are and were conspirators

either between themselves or between themselves and Georgetti. I think it is clear that so far as they are concerned, they agree the rent was not paid. The memorandum made by Judge Shinn, accepted by Mrs. Krekokias, shows on the face of it that the rent was not paid at that time. They allow as a credit to Georgetti, or as a charge to themselves, whichever way you may call it, the amount of rent and costs, except a trifling error apparently of fifteen cents in the costs" (p. 240).

That the December rent was not paid is abundantly proven (p. 168, l. 10; p. 182, l. 20; p. 185, l. 11; p. 192, l. 6; p. 201, l. 14).

No more convincing proof that the conspiracy did not extend beyond Krekokias and his wife is necessary than the following excerpt from the testimony of Aspiotis:

"A. — I asked Mrs. Krekokias, 'Where is Denis and what he done with them checks, did he pay, yes or no,' so Mrs. Krekokias says, 'Don't worry he will be back before the trial will be on,' so I was waiting until for Mr. Denis Krekokias to come from, I think it was Washington, I heard" (p. 45, l. 35).

She did not tell him the checks had been cashed and the proceeds turned over to Krekokias or his wife, which they told their then counsel, Burton A. Gaskill, Esq., had been done (p. 182, l. 20).

Aspiotis was warned by Georgetti that if the December rent was not paid suit would be instituted (p. 45, l. 14), but, instead of raising and paying it, he relied on Krekokias to take care of the situation.

He had notice that the rent must be paid or suffer the consequences, and, notwithstanding that

notice, he took no steps to pay the rent until his rights were foreclosed by the judgment for possession, he being present in court when the judgment was granted (p. 46, l. 11).

It was but natural that Georgetti should decline to continue his relation of landlord with Aspiotis and Krekokias. They had been at odds since July, and Aspiotis said (p. 36, l. 5) that so far as he was concerned he was out of the partnership from July 19th, 1922, and in August following filed his bill to dissolve the co-partnership existing between he and Krekokias, as alleged paragraph 30 of the answer of Georgetti (p. 22, l. 7), and admitted by the replication (p. 31, l. 25), and Georgetti was compelled to institute proceedings before the partners would pay the rent due August 1st (p. 72, l. 24).

They were undesirable tenants in that they were constantly in arrears with the payment of rent (p. 210, l. 11).

After being placed in possession Georgetti did what he had a perfect right to do. The hotel and restaurant had been bring a rental of \$6,000, and being offered an increased rental which was satisfactory to him, accepted the offer and entered into a lease with Frank Fiore, his son-in-law, and Georgie Krikokias, wife of Denis (p. 11, l. 33).

Counsel for Aspiotis seeks to befog the issue, by misquoting the testimony with respect to written evidence of what he characterizes a guarantee of the protection of Krikokias. It is true that Krikokias and his wife endeavored to procure from Gerogetti some assurance that in the event the partners were unable to pay the rent, a lease would be given to him, but a most casual reading of the testimony of Georgetti and his witnesses will reveal the fact that not only was Krikokias denied such assurance but

that he was advised and warned that he must be in a financial position to protect himself (p. 182, l. 5).

Complainant's trouble started in or prior to July, 1922, when he and his partner, Krikokias, had their serious differences, and it is probable that at that time Krikokias conspired to get rid of him, and the conspiracy continued until Mrs. Krikokias and her partner had their differences which resulted in her agreeing to accept an offer of \$3,500 and retire from the partnership (p. 111, l. 15).

This, however, fell through when it was learned that Denis Krikokias charged that Georgetti, Denis and Georgie Krikokias had by fraud ousted Aspiotis and as well deprived him of his share of the partnership assets (p. 192, l. 29), although Georgetti subsequently offered to go through with the matter notwithstanding the charge of fraud (p. 173, l. 11), a thing he would not have done had the charge been true.

Complainant's case standing mainly upon the evidence of Denis and Georgie Krikokias, confessed conspirators, and whose witness, Manos Pappas, deliberately gave false testimony (p. 162, l. 14), and another of whose witnesses was discredited by the learned Vice-Chancellor (p. 241, l. 7), has failed to support the charge that the judgment for possession was procured by fraud.

"Fraud cannot be presumed, it must always be proved." *Sherran v. Humphreys*, 14 N. J. L. 217.

"The facts from which fraud will be inferred must clearly establish the offence." *Summerill v. Summerill*, 83 N. J. Eq. 3, affirmed 83 N. J. Eq. 350.

The Court of Chancery could do nothing else than dismiss complainant's bill. No attack has been made upon the judgment obtained in landlord and tenant and there is no prayer that it be set aside. So far

as appears it is valid. It has been executed. Aspiotis was in court with full opportunity to defend. He has made no application to have that judgment opened upon the ground of fraud alleged in his bill. This is likewise true as to the other judgments under which the sale was had.

The motive that Georgetti had for dispossessing complainant is of no consequence so long as Georgetti had a legal right to dispossess.

See *McFadden v. Mays Landing, &c.*, 49 Equity, at pages 183-4.

The rights of third parties have intervened and they are in possession of the leased premises. There is no prayer that their lease be set aside.

The prayer is that complainant be restored to possession. There is no allegation that Fiore, one of the present tenants, was any party to the alleged fraud. No relief is asked against him. Assuming to be true all that complainant has alleged, equity was powerless to give him the relief he prayed.

III.

Appellant has a complete and adequate remedy at law.

He charges that he was unlawfully ousted of possession of a hotel and restaurant to which he was entitled by the terms of a lease, and deprived of his share of the partnership assets consisting of hotel and restaurant furniture and equipment.

Even though this be true, the value of the lease, furniture and equipment are readily ascertainable and such damages as he may have suffered as readily measured.

“The Court of Chancery in this State pos-

sesses a general jurisdiction in cases of fraud, as well as in cases where the remedy at law is plain, adequate and complete, the Court of Chancery is reluctant to exercise its jurisdiction, and will not do so unless the administration of justice will thereby evidently be facilitated."

Eggers v. Anderson, 63 N. J. Eq. 264.

In his conclusions, the learned Vice-Chancellor, referring to complainant's remedy at law said:

"This case apparently is not one of irreparable damage, in case it has to go to a law court. Part of the premises at least have been leased to the defendants for a period of three years prior to the time of dispossession, the remaining part at least two years, and there has been sufficient to fix a measure of damages in case damages could arise" (p. 241, l. 12).

The Vice-Chancellor's findings, with the benefit of the presence of witnesses, ought not to be disturbed. The decree should be affirmed.

Respectfully submitted,

C. C. SHINN,

Solicitor for Respondent,

Michael Georgetti.

WM. ELMER BROWN, JR.,

Solicitor for Respondent,

Frank Fiore.

C. L. COLE,

Of Counsel.

