

I N D E X

	<i>Page</i>
Amended Notice of Appeal	1
Petition of Appeal	2
Amended Petition	5
Decree Nisi of Court of Chancery	17
Answer to Amended Petition and Counter-claims	19
Replication and Answer to Counterclaim	41
Depositions	45
Stenographer's Oath	46
Opening of Case Colloquy of Counsel	47
Testimony of Witnesses	57-252
Master's Certificate	253
Conclusions of Advisory Master	322

TESTIMONY:

Witnesses for Petitioner:

Mr. Ferdinand H. Pease,	
Direct	57
Cross	111
In Rebuttal,	
Direct	245
Cross	250

	<i>Page</i>
Mr. Charles Everett Judson,	
Direct	139
Mr. Arthur B. King,	
Direct	140
Cross	150
Mr. Frank Brewer,	
Direct	154
Cross	160
Recalled,	
Direct	252
Mrs. Louise Madison,	
Direct	160
Cross	162
Mr. Louis H. Cook,	
Direct	164
Cross	166
Dr. George S. Cattanach,	
Direct	169
Cross	173
Mr. Charles F. Weyant,	
Direct	174
Cross	177
<i>Witnesses for Defendant:</i>	
Mrs. Blanche L. Pease,	
Direct	177
Cross	216
In Rebuttal,	
Direct	220
Mrs. Nellie Perkins,	
Direct	229

	<i>Page</i>
Elinor Pease,	
Direct	231
William Pease, Jr.,	
Direct	236
Cross	241
Ellen Themalis,	
Direct	242

EXHIBITS:

	Admitted Folio	Printed Page
P-1.—Affidavit of Commissioner, Affidavit of Stenographer and Deposition of Frederick S. Pease, dated February 1, 1934,	20	254
P-2.—Letter from Blanche to Ferd, postmarked June 1927, and statement from James C. Wolfe, M. D. to Camp Abuaki, dated June 17, 1927.	20	261
P-3.—Letter from Blanche to Ferd, postmarked July 14, 1927.	20	265
P-4.—Letter from Blanche to Ferd, postmarked July 23, 1927.	20	268
P-5.—Letter From Blanche to Ferd, postmarked August 13, 1927.	20	260

	Admitted Folio	Printed Page
P-6.—Letter from Blanche, dated November 19, 1927.	20	271
P-7.—Letter from Blanche to Ferd, postmarked August 28, 1928.	20	274
P-8.—Letter from Blanche to Ferd, postmarked August 25, 1928.	20	275
P-9.—Letter from Blanche to Ferd, postmarked August 18, 1928.	20	276
P-10.—Letter from Blanche to Ferd, postmarked July 12, 1928.	20	278
P-11.—Letter from Blanche to Ferd, postmarked July 10, 1929.	20	279
P-12.—Letter from Blanche to Ferd, postmarked July 22, 1929.	20	280
P-13.—Letter from Blanche to Ferd, postmarked July 18th.	10	282
P-14.—Letter from Blanche to Ferd, postmarked August 18, 1930.	20	283
P-15.—Letter from Blanche to Ferd, postmarked August 25, 1930, and letter from Wm. J. Schmitt to Ferdinand H. Pease, dated October 31, 1930.	20	287

V.

	Admitted Folio	Printed Page
P-16.—Letter from Max D. Steuer to Ferdinand Henry Pease, dated January 7, 1931.	30	290
P-17.—Letter from Blanche to Ferd, dated March 6, 1931.	20	291
P-18.—Letter from Blanche to Ferd, postmarked June 16, 1931.	20	291
P-19.—Letter from Blanche to Ferd, postmarked June 17, 1931.	20	292
P-20.—Letter from Blanche to Ferd, dated July 8, 1931.	20	293
P-21.—Letter from Blanche to Ferd, dated November 10, 1931.	30	294
P-22.—Letter from Blanche to Ferd, dated November 12, 1931, and letter from Blanche to Ferd, dated August 3, 1932.	30	296
P-23.—Letter from Blanche to Ferd.	10	297
P-24.—Letter from Blanche to Ferd, dated February 24, 1932.	10	297
P-25.—Letter from Blanche to Ferd, dated February 16, 1932.	10	299

	Admitted Folio	Printed Page
P-26.—Letter from Blanche to Ferd, dated February 9, 1932.	10	301
P-27.—Letter from Blanche to Ferd.	10	301
P-28.—Letter from Blanche to Ferd, dated January 27, 1932.	10	303
P-29.—Letter from Blanche to Ferd, dated January 14, 1932.	10	304
P-30.—Letter from Blanche to Ferd, dated December 16, 1931.	10	304
P-31.—Letter from Blanche to Ferd, postmarked December 1, 1931.	10	305
P-32.—Letter from Blanche to Ferd, postmarked November 27, 1931.	10	306
P-33.—Letter from Ferd to Blanche, dated April 13, 1931.	10	306
P-34.—Letter from Ferd to Blanche, dated December 2, 1931.	10	307
P-35.—Letter from Ferd to Blanche, dated January 16, 1932, and letter from Ferd to Blanche, dated March 16, 1932.	10	308

	Admitted Folio	Printed Page
P-36.—Letter from Ferd to Blanche, dated May 23, 1932.	10	309
P-37.—Letter from Bill to his father, 1931.	20	310
P-38.—Letter from Philip J. Dunn to Ferdinand H. Pease, dated May 27, 1932, and letter from Elinor to her father, 1931.	40	311
P-39.—Agreement b e t w e e n Blanche L. Pease and Ferd- inand H. Pease, dated July 8, 1932.	40	312
P-57.—Letter from Bill to his father, postmarked September 28, 1932.	20	319
<hr/>		
D-3.—Check made payable to order of Mary H. Pease, signed by Blanche L. Pease and dated August 29, 1925.	10	320
D-4.—Check made payable to order of Mary H. Pease, signed by Blanche L. Pease and dated August 4, 1925.	10	320
D-5.—Last Will and Testament of Ferdinand H. Pease, dated July 6, 1925.	10	320

Admitted Parties	Page
1-26- Letter to Robert Ford	300
1-27- Letter from Bill to his	301
1-28- Letter from Philip A. Dunn	302
1-29- Affidavit of Robert L. Benson	303
1-30- Affidavit of Robert L. Benson	304
1-31- Affidavit of Robert L. Benson	305
1-32- Affidavit of Robert L. Benson	306
1-33- Affidavit of Robert L. Benson	307
1-34- Affidavit of Robert L. Benson	308
1-35- Affidavit of Robert L. Benson	309
1-36- Affidavit of Robert L. Benson	310
1-37- Affidavit of Robert L. Benson	311
1-38- Affidavit of Robert L. Benson	312
1-39- Affidavit of Robert L. Benson	313
1-40- Affidavit of Robert L. Benson	314
1-41- Affidavit of Robert L. Benson	315
1-42- Affidavit of Robert L. Benson	316
1-43- Affidavit of Robert L. Benson	317
1-44- Affidavit of Robert L. Benson	318
1-45- Affidavit of Robert L. Benson	319
1-46- Affidavit of Robert L. Benson	320
1-47- Affidavit of Robert L. Benson	321
1-48- Affidavit of Robert L. Benson	322
1-49- Affidavit of Robert L. Benson	323
1-50- Affidavit of Robert L. Benson	324
1-51- Affidavit of Robert L. Benson	325
1-52- Affidavit of Robert L. Benson	326
1-53- Affidavit of Robert L. Benson	327
1-54- Affidavit of Robert L. Benson	328
1-55- Affidavit of Robert L. Benson	329
1-56- Affidavit of Robert L. Benson	330
1-57- Affidavit of Robert L. Benson	331
1-58- Affidavit of Robert L. Benson	332
1-59- Affidavit of Robert L. Benson	333
1-60- Affidavit of Robert L. Benson	334
1-61- Affidavit of Robert L. Benson	335
1-62- Affidavit of Robert L. Benson	336
1-63- Affidavit of Robert L. Benson	337
1-64- Affidavit of Robert L. Benson	338
1-65- Affidavit of Robert L. Benson	339
1-66- Affidavit of Robert L. Benson	340
1-67- Affidavit of Robert L. Benson	341
1-68- Affidavit of Robert L. Benson	342
1-69- Affidavit of Robert L. Benson	343
1-70- Affidavit of Robert L. Benson	344
1-71- Affidavit of Robert L. Benson	345
1-72- Affidavit of Robert L. Benson	346
1-73- Affidavit of Robert L. Benson	347
1-74- Affidavit of Robert L. Benson	348
1-75- Affidavit of Robert L. Benson	349
1-76- Affidavit of Robert L. Benson	350
1-77- Affidavit of Robert L. Benson	351
1-78- Affidavit of Robert L. Benson	352
1-79- Affidavit of Robert L. Benson	353
1-80- Affidavit of Robert L. Benson	354
1-81- Affidavit of Robert L. Benson	355
1-82- Affidavit of Robert L. Benson	356
1-83- Affidavit of Robert L. Benson	357
1-84- Affidavit of Robert L. Benson	358
1-85- Affidavit of Robert L. Benson	359
1-86- Affidavit of Robert L. Benson	360
1-87- Affidavit of Robert L. Benson	361
1-88- Affidavit of Robert L. Benson	362
1-89- Affidavit of Robert L. Benson	363
1-90- Affidavit of Robert L. Benson	364
1-91- Affidavit of Robert L. Benson	365
1-92- Affidavit of Robert L. Benson	366
1-93- Affidavit of Robert L. Benson	367
1-94- Affidavit of Robert L. Benson	368
1-95- Affidavit of Robert L. Benson	369
1-96- Affidavit of Robert L. Benson	370
1-97- Affidavit of Robert L. Benson	371
1-98- Affidavit of Robert L. Benson	372
1-99- Affidavit of Robert L. Benson	373
1-100- Affidavit of Robert L. Benson	374

AMENDED NOTICE OF APPEAL.

(Filed January 16, 1935).

IN CHANCERY OF NEW JERSEY.

No. 97-672.

10

Between:

FERDINAND H. PEASE,

Petitioner,

and

BLANCHE L. PEASE,

Defendant.

*On Petition
for Divorce.*

20

The defendant hereby appeals from so much of the Decree Nisi made by the Hon. Chancellor on the advice of Hon. Francis Child, Advisory Master, in the above stated cause on the 13th day of November, 1934, as Orders, Adjudges and Decrees, that the counterclaim of Blanche L. Pease, defendant-cross petitioner, be dismissed, and that the petitioner-cross defendant, Ferdinand H. Pease, and the said defendant-cross petitioner, Blanche L. Pease, be divorced from the bonds of matrimony for the cause of desertion, as in said Decree Nisi mentioned, and that the said parties and each of them be freed and discharged from the obligations thereof, unless within three months from the date thereof sufficient cause be shown why said decree should not be made absolute; to the Court

30

40

Petition of Appeal.

of Errors and Appeals in the last resort in all causes.

Dated, January 15th, 1935.

WILLIAM C. KRONMEYER,
Solicitor of Defendant,
Cross-petitioner.

10

WILLIAM C. KRONMEYER,
Of Counsel with said Defendant,
Cross-petitioner.

I conceive that there is good cause for appeal in the above stated cause.

WILLIAM C. KRONMEYER,
Of Counsel with Defendant,
Cross-petitioner.

PETITION OF APPEAL

20

(Filed January 18th, 1935).

NEW JERSEY COURT OF ERRORS AND
APPEALS.

Between:

FERDINAND H. PEASE,

*Petitioner-
Cross Defendant,
Respondent,*

30

and

BLANCHE L. PEASE,

*Defendant-
Cross Petitioner,
Appellant.*

*On Petition
for Divorce.*

*On Appeal
from Chancery.*

To the Honorable, THE COURT OF ERRORS AND
APPEALS, in the last resort in all causes:

The petition of Blanche L. Pease, the appellant in the above stated cause, respectfully

40

Petition of Appeal.

shows that your petitioner finds herself aggrieved by a decree made in the Court of Chancery, by his Honor, Luther A. Campbell, Chancellor of the State of New Jersey, bearing date the 13th day of November, 1934, in a cause above entitled, to-wit: an action brought by the said Ferdinand H. Pease against your petitioner for divorce upon the grounds of desertion and constructive desertion, and in which action the said Blanche L. Pease has exhibited against the said petitioner counterclaims for divorce upon the grounds of desertion and constructive desertion in this respect, to-wit; that the said decree recites and adjudges that your petitioner has not sustained the allegations of her counterclaims, and is not entitled to the relief prayed for by her, and orders, adjudges and decrees that the said counterclaim of the said Blanche L. Pease, defendant-cross petitioner, be dismissed, and that the said petitioner-cross defendant, Ferdinand H. Pease, and the said defendant-cross petitioner, Blanche L. Pease, be divorced from the bonds of matrimony for the cause of desertion, adjudicated to have been committed by your petitioner, Blanche L. Pease, and that the said parties and each of them be freed and discharged from the obligations thereof, unless within three months from the date thereof sufficient cause be shown why said decree should not be made absolute.

Your petitioner humbly appeals from those portions of the decree which orders, adjudges and decrees, as aforesaid, upon the ground that the same is erroneous in that the evidence did not warrant the court in finding that your petitioner was guilty of the charge of desertion, and that the evidence did require and warrant

10

20

30

40

Petition of Appeal.

the court to find that your petitioner had been so treated by the said Ferdinand H. Pease, respondent, and the said Ferdinand H. Pease, respondent, had so conducted himself in the premises as that the said Ferdinand H. Pease, respondent, was not entitled to a decree of divorce against your petitioner on the ground of desertion, or on any other ground; that the evidence required the court to find that the several allegations of petitioner's counterclaims had been proved and further that the evidence required the court to find that the said Ferdinand H. Pease, respondent, was guilty of the charge of desertion, and and/or constructive desertion, and that the evidence required the court to find that the said Ferdinand H. Pease was guilty of such acts and conduct as that your petitioner was entitled to a divorce against the said Ferdinand H. Pease upon the grounds of desertion and and /or constructive desertion.

That the said court should have dismissed the petition filed by the said Ferdinand H. Pease against your petitioner and should have granted the prayers of the cross-petitions or counterclaims of your petitioner and order, adjudged and decreed that he, said Ferdinand H. Pease, was guilty of the charges of desertion and and/or constructive desertion.

Your petitioner, therefore, prays that the said decree of the said Chancellor may be, in the particulars aforesaid, reversed, set aside and for nothing holden, and that the record may be remitted to the said Court of Chancery with directions to dismiss the petition filed by the said Ferdinand H. Pease against your petitioner and to grant the prayers of the cross-petitions and counterclaims, filed by your petitioner against the

Amended Petition.

said Ferdinand H. Pease, respondent, and that your petitioner may have such other and further relief in the premises as to this Honorable Court shall seem meet.

WILLIAM C. KRONMEYER,
Solicitor of Appellant.

10

WILLIAM C. KRONMEYER,
Counsel for Appellant.

AMENDED PETITION

(Filed May 1st, 1934)

IN CHANCERY OF NEW JERSEY

20

#97-672

Between

FERDINAND H. PEASE,

Plaintiff,

and

BLANCHE L. PEASE,

Defendant.

*On Petition
for Divorce.*

30

TO HIS HONOR, LUTHER A. CAMPBELL, CHANCELLOR OF THE STATE OF NEW JERSEY:

The amended petition of Ferdinand H. Pease of No. 129 Lincoln Street, in the Town of Montclair, in the County of Essex and State of New Jersey, respectfully shows that:

40

*Amended Petition.**FIRST CAUSE OF ACTION*

1. He was lawfully married to the defendant Blanche L. Pease in this case by Delancey Townsend, a minister of the Gospel at New York City, in the State of New York, on the 29th day of October, 1912.

10 2. Defendant deserted him in the month of October, 1930, ever since which time and for more than two years last past the defendant has wilfully, continuedly and obstinately deserted petitioner.

3. Petitioner was a bona fide resident of the State of New Jersey when this cause of action arose and has ever since and for more than two years next preceding the commencement of this
20 action continued to be such a bona fide resident.

4. Two children were born of the marriage aforesaid, to wit:

William H. Pease, now 17 years of age, and Elinor F. Pease, now 13 years of age; that said children are residing with the defendant and are supported by petitioner.

5. That the residence of petitioner is 129 Lincoln Street, Montclair, N. J., and the residence
30 of the defendant is 355 Marlboro Road, West Palm Beach Florida.

SECOND CAUSE OF ACTION

1. The allegations of paragraphs 1, 3, 4 and 5 of the first cause of action are repeated.

2. After their marriage petitioner and defendant lived together until the month of October, 1930, when petitioner was compelled to leave defendant on account of her cruel and abusive treatment of him.
40

Amended Petition.

3. Particularly specifying said cruel and abusive treatment, petitioner says that beginning with the year 1921, and continuing down to the said month of October, 1930, defendant became increasingly hostile in her conduct and manner toward petitioner and increasingly cruel in her treatment of him, insisting upon control of petitioner's earnings; villifying and defaming petitioner to his father, his children, his employers and his friends; and falsely accusing petitioner in person and to his relatives, his children and his employers of harsh and cruel treatment of her and their children, and of immoral conduct. Between 1921 and October, 1930, defendant frequently refused sexual intercourse with petitioner for long periods of time; in the latter part of said period refused him meals in his own home; after 1926 refused to spend her annual summer vacations of several months duration with him; refused to let petitioner visit her during her vacations; and refused to have proper medical attention for their children, giving them treatment under the direction of a spiritualist medium.

4. In the summer of 1922 defendant falsely accused petitioner of adultery, and again in November, 1927 repeated the said false accusation in a letter to petitioner's father.

5. In 1921 defendant formed an acquaintance with one Ellen Cook an alleged spiritualist medium and said acquaintance continued, became intimate, and grew stronger from 1921 until October, 1930. Coincidentally with said intimacy with said alleged spiritualistic medium defendant became estranged from petitioner. She spent all her summers from 1927 to 1930 inclusive with said medium, refusing to permit petitioner to visit her during said summers, except for a few

10

20

30

40

Amended Petition.

10 days in 1928. As a result of said association with said medium defendant in 1923 began to withdraw from association with petitioner's and her friends and refused to integrate her life with petitioner's, withdrawing her confidences and affection from him. Said state of affairs continued with increasingly disastrous results until said month of October, 1930.

6. Petitioner's unwillingness to place credence in the advice of said alleged spiritualist medium precipitated bitter quarrels between petitioner and defendant on numerous occasions between 1923 and October, 1930, during the course of which defendant grossly abused petitioner.

20 7. In response to defendant's insistent demands, and threats to leave him otherwise, petitioner, in the Fall of 1923, commenced to turn over to defendant most of his salary, and acceding to her demands, in November, 1924, commenced to turn over to her his entire salary, leaving himself dependent upon defendant for his smallest wants. Petitioner continued to turn over his entire salary to defendant until September, 1930, with the exception of a period of two months duration during which petitioner asserted control over his finances.

30 8. In 1925, when petitioner's and her daughter was ill, defendant refused to permit the daughter to be operated on by physicians but insisted upon following the advice of said medium that an operation was unnecessary; and it was over defendant's strenuous protests that petitioner called competent physicians to operate on said daughter.

40 9. In July, 1927, defendant told petitioner that she preferred not to see him at all during her summer vacation.

Amended Petition.

10. In August, 1927, while defendant was away for her summer vacation, and while she controlled petitioner's income, in a letter to petitioner she berated him saying that he spent too much money on his meals.

11. During the course of a quarrel in November, 1927, defendant told petitioner that she had never loved him and that she would no longer live with him. She said that their marriage meant nothing to her. 10

12. As a result of defendant's said statements petitioner on November, 1927, although fully supporting defendant, discontinued the practice of turning over all his salary to defendant. This so incensed her that she threatened to write to petitioner's father and ruin his character with his father, and also to go to petitioner's office and defame him to his employer if he did not give her at least half his salary. 20

13. Defendant wrote to petitioner's father on November 19th, 1927, falsely accusing petitioner of confessing to adultery, of leaving her and their children in want while he sent money to his parents, and of causing her to suffer a miscarriage in 1922. Said statements were wholly untrue. Defendant also, in that letter, threatened to leave petitioner. 30

14. In January, 1928, to appease defendant and render their life and home endurable and prevent her from leaving him, petitioner again commenced to give to defendant his entire income.

15. In June, 1928, defendant demanded that petitioner give up their home in Montclair, New Jersey, and assume the lease at an extravagant 40

Amended Petition.

10 rental, of an apartment in New York City which was then held by said medium. Petitioner's refusal to do so led to a quarrel, during the course of which defendant abused petitioner, calling him a coward, a hypocrite, a liar and falsely accusing him of adultery and immorality. Said abusive expressions were repeated by defendant on many other occasions between June, 1928 and October, 1930.

20 16. Thereafter, in June, 1928, defendant told petitioner that if he would assume said medium's lease for said apartment in New York City, she would permit him to visit her at Cape Cod during the summers; but if he did not rent said apartment she would defame him to the pastor of his church, his father, and the president of the company by which he was employed.

17. Thereafter, in an attempt to hold his home together and regain defendant's affection petitioner rented said apartment in New York City.

30 18. In August, 1928, defendant in a letter from Cape Cod upbraided petitioner and refused to give him money for his church and refused money to pay bills for proper expenditures by him, and ordered him never to borrow any money again.

19. In another letter in August, 1928, defendant berated petitioner for making inquiries regarding said new apartment, stating that it was none of his affairs.

40 20. In September, 1928, on the return of the defendant from Cape Cod, petitioner and defendant went to the New York apartment to live and continued there throughout the Fall, Winter and Spring of 1928 and 1929. During that period,

Amended Petition.

petitioner was able to, and did avoid serious friction with defendant by constantly acceding to her growing inclinations to assume all direction over him and his affairs, and her growing habit of consultation with the spiritualist medium and acceptance of advice and direction of said medium as to the affairs of defendant and their family. Petitioner, by his acceding to her demands gradually lost normal contact with his personal and business friends.

10

21. In June, 1929, defendant again prepared to, and did, leave to spend the summer with the said spiritualist medium at Cape Cod, taking her daughter with her, but refusing to allow petitioner to visit her there. Defendant wrote petitioner several letters from Cape Cod, expressed in a friendly tone, but exhibiting the inflexible determination to have her own way in all things pertaining to their life. On or about July 10th, of that year she stated in her letter that when she made up her mind to do anything she did not stop until it was done and she was not afraid of anyone. In a letter of August 6th, she gave petitioner most explicit directions about not giving any information to anybody about her, and in response to his reply, expressing his disapproval, he received a letter written to him about August 8th, stating: "Don't think for a moment that I fear anything, you ought to know I don't by this time."

20

30

22. After the return of the defendant from Cape Cod at the end of the Summer of 1929, defendant became increasingly absorbed in spiritualism and in her intimacy with said medium, withdrew her companionship from petitioner and became increasingly insistent upon having complete direction of his affairs, which led to many

40

Amended Petition.

and bitter arguments and quarrels, with the result that petitioner was unable to pursue his normal life either at home, with his friends, or in his business.

10 23. In March, 1930, defendant told petitioner that she had undergone two operations since October 1929 because she had been pregnant, but she refused to tell him who operated or when. Prior to that time she had never told petitioner anything about said operations, if in fact she did undergo them, and had never given him any reason to believe that she was pregnant or intended to be operated upon. Her disclosures caused petitioner great anxiety and distress.

20 24. In March, 1930, during the course of a conversation defendant again abused petitioner, calling him a liar and a hypocrite and accusing him of immorality. She told petitioner she was considering having a home apart from him.

30 25. In April, 1930, petitioner told defendant he would not any longer turn over to her his entire salary, whereupon defendant threatened to leave him. She also threatened to see petitioner's employers and cause him to lose his position. Defendant falsely asserted that she could obtain a divorce without difficulty and said she refused to permit him to have any more meals at his home. Petitioner was forced to prepare his own meal. Petitioner did not then nor until the date hereafter mentioned stop the payment of his whole salary to defendant.

26. Subsequently in April, 1930, defendant told petitioner he would have to choose whether to give her all his salary, separate, or have her visit his employers and cause him trouble.

40 27. In June, 1930, defendant insisted that petitioner, who is an attorney at law, resign his

Amended Petition.

membership in the Bar Association, and she held up the money for his dues until he was posted for non-payment.

28. In June, 1930, prior to leaving to spend her summer with said medium, defendant in the presence of their son, used abusive and offensive language to petitioner, falsely accusing him of base and improper conduct, and told him that he could not spend his vacation with her. 10

29. In August, 1930, in a letter to defendant petitioner urged a reconciliation but defendant, replying by letter, refused petitioner's advances and called him a damned rattlesnake and accused him of infidelity, or immorality, of leaving her and her children in want, and defendant suggested that they separate and each take half petitioner's income. 20

30. Petitioner thereupon wrote defendant that he had come to a definite decision to take charge of his own income and that he would not deposit any more salary checks in her account; that he would not tolerate further interference in their affairs by others, and would not submit to any further humiliation of any sort. Petitioner then went to Vermont to visit his parents over Labor Day.

31. On his return he received a letter written on or about August 28, 1930, from defendant written in an insulting and arbitrary manner, telling petitioner to scrub and dust their apartment himself. 30

32. On petitioner's return to New York, September 2nd, he found defendant had also returned. She informed him she would not live with him unless he gave her all his salary and from that time on refused to do anything to make a home for petitioner in their apartment. 40

Amended Petition.

33. On September 3rd, defendant called on a friend of petitioner, an attorney in New York City, and grossly slandered petitioner, telling said attorney a false and malicious story about petitioner's treatment of her and of his family and also making false accusations as to petitioner's conduct.

10 34. On September 3, 1930, defendant threatened to defame petitioner to one of the directors of the corporation by which he was employed, unless petitioner acceded to her demands for money.

20 35. On the 4th and 5th of September defendant continued her demands for money and her refusal to maintain the home on any conditions except in accordance with her previous demands.

36. On September 5, 1930, defendant, in a conversation with a friend to petitioner, mentioned in paragraph 33, threatened that unless petitioner complied with her demands, she would tell her story to his employers regardless of whether he lost his position as a result.

30 37. On September 6, 1930, defendant told petitioner, who had not been permitted by her to have meals at his home, that if he would comply with her demands for money she would permit him to have meals at home, but did not permit him to eat at home with his children at any time thereafter, to his great distress.

40 38. Between September 16th and October 11th, defendant kept insisting in her demands for a money arrangement, employed an attorney to press her demands, constantly quarreled with petitioner, accused him in the presence of the children of spending money on "that blonde" and of leaving her and her children in want, and made his life altogether miserable so that he was un-

Amended Petition.

able to attend to his business affairs or to do his duty at home as a husband and father.

39. During October, 1930, defendant again threatened to defame petitioner to his employers and cause him to be discharged from his position unless he complied with her demands for money.

40. On numerous occasions between 1921 and October, 1930, defendant falsely accused petitioner of breaking into her desk and taking money from her. 10

41. Defendant's continued false accusations of immorality and ill treatment and abuse of petitioner in the presence of their children resulted in alienating the affections of petitioner's children, causing petitioner great distress.

42. As a result of defendant's extreme cruelty and abuse of petitioner, her quarreling, her villification in the presence of their children and elsewhere, her defamation of him to his employers and relatives, her withdrawal of her affection and confidence from petitioner, her demand for sole management and control of his earnings, her refusal to account for the same, her threats of reprisal by injuring him with others by false accusations, her reliance on said medium's advice in matters of health, her refusal to live with him as his wife, and her alienating his children's affections, petitioner's health became impaired and his life was rendered one of utter wretchedness and the result was that he was no longer able to live with defendant and perform his duties as a husband and was compelled to leave defendant during the month of October, 1930, since which time he has lived apart from defendant who has never given him any assurance upon which he could rely that she would resume cohabitation or that if he resumed cohabitation with her she 20 30 40

Amended Petition.

would treat him properly but on the contrary her conduct and manner toward petitioner, before and after their separation, has indicated to him that further advances on his part would be futile.

10 43. The defendant, by the true intent and meaning of the statute in such case made and provided, has ever since October, 1930, and for more than two years last year, wilfully, continually and obstinately deserted petitioner.

Petitioner prays that the marriage existing between him and the defendant may be dissolved for the causes aforesaid according to the statute in such case made and provided and that he may have such further relief as may be just and your petitioner will ever pray, etc.

20 OSBORNE, CORNISH & SCHECK,
Solicitors of Petitioner,

STATE OF NEW JERSEY)
COUNTY OF ESSEX)—SS.:

FERDINAND H. PEASE, being duly sworn according to law, upon his oath deposes and says:

30 I am the petitioner named in the foregoing amended petition. The said petition is not made by any collusion between me and the defendant but in true and good faith for the causes set forth in the said petition; that the facts, matters and things set forth in said petition so far as they relate to my acts are true and so far as they relate to the acts of others I believe them to be true.

FERDINAND H. PEASE.

Subscribed and Sworn to before me
this 26th day of April, 1934.

40 M. ETHEL HEDGES,
A Notary Public of
New Jersey.

DECREE NISI OF COURT OF CHANCERY.

(Filed November 13th, 1934).

IN CHANCERY OF NEW JERSEY.

97-672

Between

FERDINAND H. PEASE,
Petitioner-Cross Defendant,

and

BLANCHE L. PEASE,
Defendant-Cross Petitioner.

10

*On Petition,
etc.*

This cause coming on to be heard in the presence of Osborne, Cornish & Scheck, solicitors for and of counsel with Ferdinand H. Pease, the petitioner-cross defendant, and William C. Kronmeyer, solicitor for and of counsel with Blanche L. Pease, the defendant-cross petitioner, on petition, answer and counterclaim and proofs taken in open court, and the court having duly considered the pleadings and proofs and having heard and considered the argument of counsel, from all of which it appears to the Chancellor that the petitioner-cross defendant, and the defendant-cross petitioner, were lawfully married on the 29th day of October, 1912 as alleged in the said petition of the petitioner Ferdinand H. Pease, and that the defendant-cross petitioner in the counterclaim, has been guilty of wilfull, continued and obstinate desertion of the petitioner, the defendant in the counterclaim, for the term of two years as alleged in the said

20

30

40

Decree Nisi of Court of Chancery.

petition, and that at the time the cause of action for divorce for the said desertion arose, the petitioner-cross defendant was a bona fide resident of this State and that the said petitioner-cross defendant has continued so to be down to the time of the commencement of this action and that the petitioner-cross defendant has been for the two years next preceding the commencement of this action a bona fide resident of this State; and it further appearing that Blanche L. Pease, the defendant-cross petitioner, could not be served personally with process within this State and that the petitioner being at the time of the commencement of this action a bona fide resident of this State, jurisdiction herein has been acquired by publication of notice to the defendant in this suit followed by notice to the defendant without this State as service substituted for personal service within this State, pursuant to the orders heretofore made by the court in this cause for that purpose and as prescribed by law and the rules of this Court, as well as by the appearance and answer and counterclaim of the defendant-cross petitioner;

It is thereupon, on this 13th day of November, 1934 by the Honorable Luther A. Campbell, Chancellor of the State of New Jersey, by virtue of the power and authority of this court and of the acts of the Legislature in such case made and provided, ORDERED, ADJUDGED and DECREED that the said counterclaim of the said Blanche L. Pease, defendant-cross petitioner, be dismissed; and that the said petitioner-cross defendant, Ferdinand H. Pease, and the said defendant-cross petitioner, Blanche L. Pease, be divorced from the bonds of matrimony for the cause of desertion as aforesaid and that the said

Answer to Amended Petition and Counterclaims.

parties and each of them be freed and discharged from the obligations thereof unless within three months from the date hereof sufficient cause be shown why this decree should not be made absolute.

LUTHER A. CAMPBELL.

10

Respectfully Advised,
FRANCIS CHILD,
A. M.

**ANSWER TO AMENDED PETITION AND
COUNTERCLAIMS.**

(Filed May 25th, 1934).

20

IN CHANCERY COURT OF NEW JERSEY.

97/672.

Between

FERDINAND H. PEASE,
Petitioner,

and

BLANCHE L. PEASE,
Defendant.

*On Petition
for Divorce.*

30

BLANCHE L. PEASE, the above-named defendant, residing in West Palm Beach, Florida, for Answer to the Amended Petition filed by Ferdinand H. Pease, petitioner, says that:

40

Answer to Amended Petition and Counterclaims.

Answer to Alleged First Cause of Action:

1. She admits that she and the petitioner were married as alleged in paragraph numbered "1".

10 2. She denies that she deserted petitioner in the month of October, 1930, or at any other time, and denies that ever since which alleged time and for more than two years last past she has wilfully, continuedly and obstinately deserted petitioner, and denies each and all of the allegations contained in paragraph numbered "2". On the contrary defendant says that petitioner deserted her, defendant, on or about the
20 11th day of October, 1930, ever since which time and for more than two years last past he, petitioner, has wilfully, continuedly and obstinately deserted her, defendant.

3. She, defendant, does not know that petitioner was a bona fide resident of the State of New Jersey when the alleged cause of action arose, and does not know that ever since and for more than two years next preceding the commencement of this action he, defendant, continued to be such a bona fide resident and defendant, therefore, denies the allegations contained in paragraph numbered "3" and puts
30 the same in issue.

4. She admits the allegations contained in paragraph numbered "4", except that Elinor F. Pease is now of the age of fourteen (14) years.

40 5. She admits that her residence is at 355 Marlboro Road, West Palm Beach, Florida, but

Answer to Amended Petition and Counterclaims.

she does not know the place of residence of the petitioner. She, therefore, denies the allegations of paragraph numbered "5", not herein admitted.

Answer to Alleged Second Cause of Action:

1. She, defendant, makes the same admissions, denials, allegations and statements, as to paragraphs numbered "1", "3", "4" and "5" of the alleged "First Cause of Action", as if here repeated, set forth in full and at length. 10

2. She admits that after their marriage petitioner and she, defendant, lived together until the month of October, 1930, and denies that he, petitioner, was compelled to leave her on account of defendant's alleged cruel and abusive treatment of him, or for any other reason, and denies that she, defendant, has ever been guilty of any cruel or abusive treatment of him, petitioner. 20

3. She denies any hostility in her conduct and manner toward petitioner and any cruelty in her treatment of him, admits that she was rather insistent upon petitioner turning over his earnings, for the reason that petitioner had made such an awful mess of handling the family finances, that the petitioner and the defendant talked the matter over very fully and in a perfectly friendly manner, and that both agreed that it would be better for defendant to handle money matters, admits that he, petitioner, asked her to, and willingly did, turn over his earnings to her from the autumn of 1924 until on or about August 15th, 1930, this because both parties, 30
40

Answer to Amended Petition and Counterclaims.

namely, petitioner and defendant, realized that petitioner was very careless and improvident and was heavily in debt; that during this period she, defendant handled the family budget and paid off about Ten thousand (\$10,000.) Dollars in old debts incurred by the petitioner, and also paid all current family expenses. Petitioner was glad to have defendant handle the family finances and frequently praised her business efficiency. She denied villifying and defaming petitioner, denies falsely accusing petitioner in person or to anyone else of harsh and cruel treatment of her and their children, and of immoral conduct, all as alleged in paragraph numbered "3"; denies frequent refusal of sexual intercourse and relations with petitioner at any time, as alleged in said paragraph numbered "3", except when she, defendant, was forbidden by a physician during the period when he, petitioner, was suffering from an infectious disease which he, defendant, contracted from other women; denies that she, defendant, refused him meals in his own home, at any time, and states that she always prepared petitioner's meals, except on occasions when her health would not permit it; she denies that she refused to spend her annual summer vacations, or any summer vacations, with petitioner; she denies that she ever refused to let petitioner visit her during her vacations; she denies that she ever refused to have proper medical attention for their children, but stated that she always had the best available medical attention for them, she denies ever giving the children treatment for any physical ailments under the direction of any Spiritualistic medium, and denies each and every allegation

Answer to Amended Petition and Counterclaims.

contained in paragraph numbered "3" not here-
inbefore specifically admitted or denied.

4. She denies that she ever accused peti-
tioner of adultery in 1922, or at any other time,
either falsely or otherwise, and she denies that
she made any false accusation against petitioner
in a letter to petitioner's father in November,
1927, or at any other time, and states that in a
letter to petitioner's father in November, 1927,
she did state that petitioner was infatuated with
another woman, which statement, however, was
a mere repetition of what petitioner had pre-
viously told defendant upon that subject, and
she denies each and all of the allegations con-
tained in paragraph numbered "4" not herein-
before specifically admitted or denied.

10

20

5. She admits that during, or about, the year
1925, she made an acquaintance of a Mrs. Ellen
Cook, a Spiritualistic medium, who then was and
still is the Pastor of the W. T. Stead Memorial
Center, a church incorporated and recognized in
five states of the United States, and having one
of its churches located at Point Independence,
Mass.; states that Mrs. Cook was and is a very
excellent woman in every way; states that this
acquaintance ripened into a fine and mutually
helpful friendship which still continues; denies
that she, defendant, became estranged from pe-
titioner co-incidentally with her acquaintance
with the said Mrs. Ellen Cook; denies that said
Mrs. Ellen Cook has ever been the cause, in any
manner or degree, either directly or indirectly,
of any alleged estrangement between defendant
and petitioner; admits that she, defendant, and
her daughter spent a vacation of about two

30

40

Answer to Amended Petition and Counterclaims.

- 10 months each summer from 1927 to 1930, both inclusive, at Point Independence, Mass.; that one of these summer vacations was spent at Pine Tree Inn at Point Independence, Mass., by defendant and her daughter, and that he, petitioner, spent his vacation there with them; that the rest of the summer vacations referred to were spent at the home of Mrs. Ellen Cook, as her guests, and that he, petitioner, was a frequent and welcome visitor there; denies that she, defendant, ever refused to permit petitioner to visit her there, but states that he was cordially invited by Mrs. Cook and the defendant to visit them whenever he could get away from his business and to do so, and that he, petitioner, did visit there several times and seemed to enjoy it greatly; denies that as a result of her association with Mrs. Cook defendant ever withdrew from association with petitioner's and defendant's friends, or refused to integrate her life with petitioner's, or withdraw confidence and affection from him. Defendant denies each and all of the allegations of paragraph numbered "5" not hereinbefore specifically admitted or denied.
- 20
- 30 6. Denies each and all of the allegations contained in paragraph numbered "6".
- 40 7. Defendant states that by mutual agreement petitioner turned over his earnings to defendant and that she, defendant, administered the family business; that this was done because both parties knew that he, petitioner, was very improvident and irresponsible in money matters, and that she, defendant, was very thrifty and efficient. Prior to this time he, petitioner, had

Answer to Amended Petition and Counterclaims.

taken and converted to his own use defendant's bonds, worth about Ten thousand (\$10,000.00.) Dollars, this from a safety deposit box in the bank jointly used by them, without her knowledge or consent, and had spent the proceeds thereof for his own personal pleasures, and that he, petitioner did repeatedly take money belonging to defendant, from her desk. 10

8. She denies each and all of the allegations of paragraph numbered "8".

9. She denies the allegations of paragraph numbered "9".

10. She denies each and all of the allegations contained in paragraph numbered "10". 20

11. She denies the allegations contained in paragraph numbered "11".

12. She denies each and all of the allegations contained in paragraph numbered "12".

13. She admits that she, defendant, wrote to plaintiff's father in November, 1927, but does not recall the exact date; she denies accusing petitioner of adultery in said letter, either falsely or otherwise; admits stating in her letter that petitioner was infatuated with another woman, which statement was a true repetition of what he, petitioner, had previously told her, defendant, denies falsely accusing the petitioner of leaving defendant and their children in want while he sent money to his parents, and denies falsely accusing petitioner of causing her to suffer a miscarriage in 1922. 30
40

Answer to Amended Petition and Counterclaims.

10 14. She denies the allegations of paragraph numbered "14", she states that petitioner did commence again to give her his income, but that same was done willingly and gladly by the petitioner for the same reasons as hereinbefore stated, namely, that both parties, petitioner and defendant, recognized the fact that petitioner proved himself to be an irresponsible spendthrift and wholly incapable of handling the family finances, whereas she, defendant, was recognized by petitioner, to be a very capable manager.

20 15. She denies the allegations of paragraph numbered "15". The fact is that she, defendant, did suggest changing their place of residence because their abode was cold during the winter, and he, petitioner, was glad to make the change. Petitioner, did not assume the Medium's lease, but upon petitioner's own insistence he, petitioner, obtained a new lease to himself, as lessee.

16. She denies the allegations of paragraph numbered "16".

30 17. Defendant admits that petitioner rented the apartment in New York City, but says that it was done by his own free choice, and denies that it was done for the alleged reasons stated in paragraph numbered "17".

40 18. Defendant denies the allegations of paragraph numbered "18", except that she, defendant, did ask petitioner not to borrow any more money as he was already terribly in debt as a result of his own personal expenditures.

Answer to Amended Petition and Counterclaims.

19. Defendant does not recall the letter referred to in paragraph numbered "19", and, therefore, suggests that the matters contained in this paragraph be put in issue.

20. Defendant admits living in the New York apartment during the Fall, Winter and Spring of 1928 and 1929, and denies everything else and all of the other allegations contained in paragraph numbered "20". 10

21. Defendant admits spending a vacation at Cape Cod in the summer of 1929 as a guest of her friend, Mrs. Ellen Cook, but denies refusing to allow petitioner to visit her there. Defendant does not recall the letters referred to in paragraph numbered "21" and prays that the allegations concerning the same be put in issue. 20

22. Defendant admits that she was and is interested in the religion of Spiritualism, in which religion she has been raised and taught since childhood, and in which religion she was interested prior to her marriage to petitioner, all of which was well known to the petitioner before their marriage. Defendant denies each and all of the other allegations contained in paragraph numbered "22". 30

23. Defendant denies that she ever told petitioner that she had undergone any operations relating to pregnancy and denies that she has ever had any such operation. Defendant states that she did suffer miscarriages because of ill health and worry over petitioner's love affairs with other women. 40

Answer to Amended Petition and Counterclaims.

10 24. Defendant does not recall calling petitioner a "liar" and a "hypocrite", but states that if she ever did call him such that her statement was correct as he, petitioner, has proven himself in fact to be both a liar and a hypocrite. Defendant denies ever accusing petitioner of immorality, but states that the only thing she ever said upon this subject was a repetition of what petitioner had told her about his improper relations with other women.

20 25. Defendant denies the allegations contained in paragraph numbered "25". Defendant says that she simply insisted that defendant give her enough money to pay the necessary household expenses. Petitioner ate many meals away from his home from his own free choice and contrary to the expressed desires of defendant.

26. Defendant denies each and all of the allegations contained in paragraph numbered "26".

27. Defendant denies each and all of the allegations contained in paragraph numbered "27".

30 28. Defendant denies each and all of the allegations contained in paragraph numbered "28".

29. Defendant denies each and all of the allegations contained in paragraph numbered "29".

40 30. Defendant admits that petitioner wrote her some sort of a letter upon, she believes, the subject referred to in paragraph numbered "30", but she, defendant, does not recall the

Answer to Amended Petition and Counterclaims.

contents thereof, and, therefore, puts the same in issue.

31. Defendant admits writing a letter to petitioner about the time stated, but denies that it was written in an insulting or arbitrary manner. Defendant may have asked petitioner to dust the apartment preparatory to his family's return. 10

32. Defendant denies each and all of the allegations of paragraph numbered "32", except the family's return to New York. Defendant states that on this occasion petitioner ordered her out of his room without just cause, provocation or excuse, and told her in the presence and hearing of their children that he hated her and for her to employ a lawyer and get a divorce. 20

33. Defendant admits calling on Arthur Kink, Esq., an attorney, a friend of petitioner and defendant, but states that said conference with the attorney was had at the request of the petitioner who threatened to sue defendant for a divorce. Defendant denies telling the attorney any false and malicious story about petitioner's treatment of her and of his family. 30

34. Defendant denies the allegations of paragraph numbered "34". Defendant explains that at this time, petitioner, though profitably employed, was not providing her with enough money with which to buy the necessaries of life for herself and children. After patiently requesting him to provide for them properly defendant did say that she would be compelled to see his employers if he, petitioner, did not 40

Answer to Amended Petition and Counterclaims.

do the right thing about providing for his family.

35. Denies each and all of the allegations of paragraph numbered "35".

10 36. Defendant makes the same explanation as contained in paragraph numbered "34" hereof and defendant simply insisted upon having enough money to buy the necessaries of life. Except as herein explained defendant denies the allegations of paragraph numbered "36".

37. Defendant denies each and all of the allegations contained in paragraph numbered "37".

20 38. Defendant admits employing an attorney after he, petitioner, had done the same thing, and she, defendant, denies each and all of the other allegations of paragraph numbered "38".

39. Defendant denies each and all of the allegations contained in paragraph numbered "39", and says that the facts are as alleged in paragraph numbered "34" and "36" hereof.

30 40. Defendant states that on numerous occasions between 1921 and 1930 the petitioner did open her desk and take therefrom money which belonged to her personally and did take bonds from a safety deposit box and that petitioner disposed of the said bonds and expended the proceeds thereof for his own personal purposes, all of which was done without the consent of defendant. On numerous occasions defendant caught petitioner in the act of opening
40 her desk, bureau and closet; that when she con-

Answer to Amended Petition and Counterclaims.

fronted him he, petitioner, frankly admitted it, and whatever she, defendant said to petitioner upon this subject was not a false accusation, but simply a true statement of fact.

41. Defendant denies each and all of the allegations of paragraph numbered "41".

10

42. Defendant denies each and all of the allegations of paragraph numbered "42".

43. Defendant denies the allegations of paragraph numbered "43".

44. Defendant denies each and all of the allegations of the said alleged two causes of action contained in the said Petition not hereinbefore specifically admitted or denied.

20

Defendant prays that the petitioner's said petition may be dismissed with costs.

This defendant by way of COUNTER-CLAIM, exhibited against the petitioner, Ferdinand H. Pease, says that:

1. She was lawfully married to the petitioner, Ferdinand H. Pease, by the Reverend Delancey Townsend, a Minister of the Gospel, at New York City, in the County of New York, State of New York, on the 29th day of October, 1912.

30

2. She and the petitioner, Ferdinand H. Pease, cohabited until on or about the 11th day of October, 1930, at which time the said petitioner, Ferdinand H. Pease, deserted her, ever since which time and for more than two years last past the said petitioner has wilfully, continuedly and obstinately deserted her.

40

Answer to Amended Petition and Counterclaims.

3. Upon information and belief: He, petitioner, was a *bona fide* resident of the State of New Jersey when the cause of action as alleged in this Counterclaim, arose, and has ever since and for more than two years next preceding the filing of this Counterclaim continued to be such a *bona fide* resident.

10

4. Two children were born of the marriage between the petitioner and the defendant, to-wit, William H. Pease, now 17 years of age, and Elinor F. Pease, now 14 years of age, who are, and ever since the said desertion, have been, and now are, in the custody of this defendant, residing with this defendant, and supported by the petitioner.

20

5. Upon information and belief: The residence of petitioner, Ferdinand H. Pease, is at Number 129 Lincoln Street, Montclair, Essex County, N. J. The residence of the defendant is Number 355 Marlboro Road, West Palm Beach, Florida.

6. Defendant's maiden name was Blanche Powers Lowry.

30

7. Defendant prays that the marriage between this defendant, as counter-claimant, and the petitioner, as defendant, in this counterclaim, may be dissolved for the cause aforesaid, according to the Statute in such case made and provided; that she may be awarded the custody of the said children; and that she may have such other and further relief as may be just and proper.

40

And this defendant will ever pray, etc.

Answer to Amended Petition and Counterclaims.

This defendant, by way of COUNTERCLAIM exhibited against the petitioner, Ferdinand H. Pease, says that:

1. The allegations of paragraph numbered "1", "3", "4", "5" and "6" of the "First Counterclaim" are here repeated the same as if here set forth in full and at length.

10

2. She and the petitioner, Ferdinand H. Pease, cohabited as man and wife until on or about the 11th day of October, 1930, at which time he, petitioner, deserted the defendant.

3. The petitioner and the defendant lived happily together until in or about the year 1921, when their marital trouble started, which he, petitioner, manifested by his sullen, surly and irritable disposition which he, petitioner, frequently exhibited toward the defendant both in unkind words and long periods of sullen silence; his temper and his disposition to quarrel with the defendant and find fault with details of her conduct. During said conduct, at times, he petitioner, told defendant of his affairs with other women, told her, defendant, that he had had, and was continuing to have, intimate sex relations with other women during the period of their marriage, told her, defendant, that he was afflicted with an infectious disease, told her, defendant, of his infatuation for his stenographer, that it was a customary thing for men to have affairs with other women, admitted that he, petitioner took cash and bonds belonging to the defendant and which he, petitioner, sold or otherwise disposed of, and which bonds she, defendant, did not discover were gone until after they were missing; that he, petitioner, at

20

30

40

Answer to Amended Petition and Counterclaims.

times would not come home for his supper, told defendant that he hated her, and by other acts of cruelty, abuse and inhumane treatment caused defendant mental anguish and worry, to become in a highly neurotic condition, sick and to fear for her health and her safety.

10 4. At all times he, petitioner, has had a sullen, surly and irritable disposition. This he frequently exhibited toward the defendant both in unkind words and long periods of sullen silence.

20 5. About the year 1921, petitioner's conduct toward defendant became definitely more disagreeable and continued to become more and more disagreeable during the period from 1921 until October 1930, when he, petitioner without just cause, left and deserted defendant.

6. During the period between 1921 and 1930, at social functions with other people, he, petitioner, would utterly ignore the defendant, would humiliate her and would not speak to her.

30 7. Oftentimes when she, defendant, was trying to direct and train their children in matters of good table manners and general good conduct he, petitioner, said to the children, in defendant's presence "don't pay any attention to her", and other remarks of a similar import.

40 8. During the said period he, petitioner, told the defendant that he had had, and was continuing to have, intimate sex relations with other women, this during the period of their marriage. In particular, he, petitioner, told defendant that he, petitioner, was infatuated with

Answer to Amended Petition and Counterclaims.

a young woman who was or had been his secretary.

9. During the year 1922, he, petitioner, told defendant that he was afflicted with an infectious venereal disease, with which disease he continued to be afflicted for approximately two years, during the years 1922 and 1923. This statement and physical condition were confirmed by a Doctor of Montclair, N. J., and he informed defendant that he, petitioner, was afflicted with such disease and advised defendant not to have any sex relations with petitioner until such disease was cured. Defendant states that this disease was not contracted from or by her, and that he, petitioner, must have contracted it from relations with other women.

10

20

10. In the year 1930, he, petitioner, went to Vermont for over Labor Day, and when he, petitioner, came home he, petitioner, ordered defendant out of their room and told defendant to room with their little girl.

11. During the months of September and October, 1930, he, petitioner, did not come home until eleven or twelve o'clock at night, or one or two o'clock the next morning until the day in October, 1930, when he, petitioner, walked out.

30

12. He, petitioner, was very careless and improvident. He, petitioner, previous to 1930, was heavily in debt. During the period from 1924 to about 1930, she, defendant with consent of the petitioner, handled the family budget. During this period she, defendant, paid off about ten thousand (\$10,000.) Dollars in old debts in-

40

Answer to Amended Petition and Counterclaims.

curred by the petitioner, and also paid all current family expenses.

13. Petitioner was glad to have defendant handle the family finances and frequently praised her business efficiency.

10 14. In or about the month of January, 1928, petitioner did commence again to give her, defendant, his income, but the same was done willingly and gladly by the petitioner for the reason that both parties recognized the fact that he, petitioner, proved himself to be an irresponsible spend-thrift and wholly incapable of handling the family finances, whereas she, the defendant, was recognized by petitioner to be a very capable manager.

20 15. Defendant suffered miscarriages, this because of ill health and worry over petitioner's love affairs with other women and his admissions of infidelity.

30 16. On September 2nd, 1930, upon petitioner's return to New York, he, petitioner, ordered her, defendant, out of his room without just cause, provocation or excuse, and told her, defendant, in the presence and hearing of their children that he, petitioner, hated her and for her, defendant, to employ a lawyer and get a divorce.

17. In 1930, he, petitioner, threatened to sue defendant for a divorce and he, petitioner, requested defendant to confer with petitioner's attorney.

40 18. In or about the month of September, 1930, he, petitioner, though profitably employed,

Answer to Amended Petition and Counterclaims.

was not providing petitioner with enough money with which to buy the necessaries of life for herself and her children, and she, defendant patiently requested him, petitioner, to provide for them properly.

19. On numerous occasions the defendant caught the petitioner in the act of opening her desk, bureau and closet, and when she confronted him, petitioner, he frankly admitted it. 10

20. On or about October 11th, 1930, he petitioner, without any reason whatsoever, deserted defendant and their children, although at that time they were living in an apartment at No. 322 Central Park West, Manhattan, New York City, N. Y., for which apartment he, petitioner, signed a four year lease and which lease still had two years to run before its expiration. 20

21. Petitioner's nerves were shocked and her health impaired, and on account of the cruelty, abuse and treatment of petitioner towards defendant, on account of the admissions of infidelity on the part of petitioner, his sex relations, as aforesaid, the disease which he petitioner contracted, as aforesaid, and all of the other acts and conduct of the petitioner, as aforesaid, she, defendant, feared for her personal safety, her health became impaired and her life was rendered one of utter wretchedness and misery, and he, petitioner, has never given her any assurance on which she could rely that if she resumed cohabitation with him, he, defendant, would treat her properly. He, defendant, also neglected and refused for a long time to properly provide for petitioner and the children. Petitioner's conduct and constant abuse and ill- 30 40

Answer to Amended Petition and Counterclaims.

10 treatment of defendant wore greatly on her nerves, and defendant was obliged to see a physician on account of the abusive and inhuman conduct of petitioner towards her. Although the conduct of the petitioner towards defendant rendered it unsafe and improper for defendant to cohabit with the petitioner yet she, defendant, continued to live with her said husband, trusting that she might regain his love and reclaim him to a sense of duty until the time in or about the month of October, 1930, when he, defendant, left the defendant and their two children.

20 22. The petitioner, by the true intent and meaning of the Statute in such case made and provided, has ever since and for more than two years last past, wilfully, continuedly and obstinately deserted her, defendant.

30 23. Defendant, as cross-petitioner, prays that the marriage between this defendant, as counter-claimant, and the petitioner, as defendant, may be dissolved for the cause aforesaid, according to the Statute in such case made and provided; that she may be awarded the custody of the said children; and that she may have such other and further relief as may be just and proper.

And this defendant, as counter-claimant, will ever pray, etc.

WILLIAM C. KRONMEYER,
Solicitor of Defendant.

Answer to Amended Petition and Counterclaims.

State of Florida,
County of Palm Beach,—ss.:

BLANCHE L. PEASE, being duly sworn according to law, upon her oath, deposes and says:

I am the counter-claimant in the foregoing counterclaim. My said counter-claim is not made by any collusion between me and the said defendant therein, but in truth and good faith, for the reasons and causes set forth in the said counterclaim. 10

That the facts, matters and things set forth in said counterclaim so far as they relate to the acts of the counter-claimant are true and so far as they relate to the acts of others, I believe them to be true. 20

BLANCHE L. PEASE.

Sworn and subscribed to before
me this 19th day of May, 1934.

NELLE FLETCHER,
Notary Public for the State of Florida,
Commission Expires Jan. 17th, 1938.

(SEAL)

30

40

Answer to Amended Petition and Counterclaims.

State of Florida,
County of Palm Beach,—ss.:

10 I, GEO. O. BUTLER, Clerk of the County of Palm Beach (and also Clerk of the Circuit Court for the said County, the same being a court of record of the aforesaid county, having by law, a seal) do hereby certify that NELLE FLETCHER, whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a Notary Public, acting in and for the said County, duly commissioned and sworn and residing in said county, and was, as, such, an officer of said state, duly authorized by the laws thereof, to take and certify the same, as well as to take and certify the proof and
20 acknowledgment of deeds and other instruments in writing to be recorded in said state, and that full faith and credit are and ought to be given to her official acts; and I further certify that I am well acquainted with her handwriting and verily believe that the signature to the attached certificate is her genuine signature.

I verily believe the impression of the seal upon the original certificate or acknowledgment is genuine.

30 The impression of the seal of said person who took said acknowledgment or proof, is not required by law to be filed in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of May, 1934.

(SEAL)

GEO. O. BUTLER,
Clerk of the Circuit Court.

**REPLICATION AND ANSWER TO
COUNTERCLAIM.**

(Filed May 28, 1934).

IN CHANCERY OF NEW JERSEY.

97-672

Between

FERDINAND H. PEASE,
Petitioner,

vs.

BLANCHE L. PEASE,
Defendant.

*On Petition
for Divorce.*

10

20

The petitioner joins issue on the answer of the defendant.

As to the first cause of action contained in the counterclaim in said answer, petitioner says that:

1. Petitioner admits the allegations of paragraph 1 of the counterclaim that defendant and he were lawfully married on the 29th day of October, 1912 by Delancey Townsend, a minister of the Gospel, at New York City, N. Y.

30

2. Petitioner denies that he has deserted defendant as alleged in paragraph 2 of the counterclaim, admitting only that they occupied the same residence until about the 11th day of October, 1930.

3. Petitioner admits that he was a bona fide resident of the State of New Jersey on or about October 11th, 1930 and has ever since and for

40

Replication and Answer to Counterclaim.

more than two years next preceding the filing of defendant's counterclaim has been a bona fide resident of the State of New Jersey but petitioner denies that defendant has a cause of action against him as alleged in said counterclaim.

10 4. Petitioner admits that two children, to wit: William H. Pease, now 17 years of age, and Elinor F. Pease, now 14 years of age, were born of the marriage between him and defendant and that said children have been and are now supported by petitioner and petitioner believes that said children are in the custody of the defendant and residing with her. Petitioner denies that he has deserted defendant.

20 5. Petitioner admits that his residence is 129 Lincoln Street, Montclair, N. J., and that the residence of the defendant is 355 Marlboro Road, West Palm Beach, Florida.

6. Paragraph 6 of the counterclaim is admitted.

30 7. Petitioner denies that he has been guilty of desertion as alleged in the counterclaim but on the contrary says that defendant has deserted him in the manner and form particularly set forth in the amended petition in this cause.

As to the allegations contained in the second cause of action of defendant's counterclaim, petitioner says that:

40 1. Petitioner repeats the allegations of paragraphs 1, 3, 4, 5 and 6 of the answer to the first cause of action of defendant's counterclaim.

Replication and Answer to Counterclaim.

2. Petitioner repeats the allegations of paragraph 2 of the answer to the first cause of action of defendant's counterclaim.

3. Petitioner admits that he and defendant lived together without serious discord until about the year 1921. Petitioner denies the rest of paragraph 3 of the second cause of action of defendant's counterclaim. 10

4. Petitioner denies the allegations of paragraphs 4, 5, 6, 7, 8, 9, 10 and 11.

5. Petitioner admits from 1924 to 1930, with a few interruptions, defendant controlled his income and finances and exercised control over the family budget. The rest of paragraph 12 of the second cause of action of defendant's counterclaim is denied. 20

6. Petitioner denies the allegations of paragraph 13.

7. Petitioner admits that in or about the month of January, 1928, after a short period of time during which petitioner did not give to defendant his entire income, he again commenced to turn over to her his said income. The rest of paragraph 14 of the second cause of action of said counterclaim is denied. 30

8. Petitioner admits that defendant suffered a miscarriage but the rest of paragraph 15 of the second cause of action of defendant's counterclaim is denied. 40

Replication and Answer to Counterclaim.

9. Petitioner denies the allegations of paragraphs 16, 17, 18 and 19 of the second cause of action of defendant's counterclaim.

10 Petitioner admits that he had signed a four year lease for said apartment at 322 Central Park, West, New York City, N. Y., and that said lease had approximately 2 years to run from about October, 1930. The rest of paragraph 20 of the second cause of action of defendant's counterclaim is denied.

11. Petitioner denies the allegations in paragraphs 21 and 22 of the second cause of action of defendant's counterclaim.

20 Petitioner prays that the counterclaim of the defendant may be dismissed and that he may have the relief prayed for in his amended petition.

OSBORNE, CORNISH & SCHECK,
Solicitors for Petitioner,
Federal Trust Building,
Newark, New Jersey.

30

40

DEPOSITIONS.

IN CHANCERY OF NEW JERSEY.

#97-672

Between

FERDINAND H. PEASE,
 Petitioner,
 and
 BLANCHE L. PEASE,
 Defendant.

*On Petition
 for Divorce.*

10

Depositions taken before me, FRANCIS CHILD,
 Advisory Master, at Chancery Chambers, #1060
 Broad Street, Newark, New Jersey, on June
 6th, 1934, at 10:00 o'clock in the forenoon, pur-
 suant to an order designating said time and
 place.

20

APPEARANCES:

OSBORNE, CORNISH & SCHECK,
 Solicitors of Petitioner,
 Federal Trust Building,
 Newark, New Jersey.

30

WILLIAM C. KRONMEYER, Esq.,
 Solicitor for the Defendant,
 #309 Central Avenue,
 Union City, New Jersey.

40

STENOGRAPHER'S OATH.
 IN CHANCERY OF NEW JERSEY.

#97-672

10	Between <div style="text-align: center;"> FERDINAND H. PEASE, Petitioner, and BLANCHE L. PEASE, Defendant. </div>	} <i>On Petition, &c.</i>
----	--	-----------------------------------

20 State of New Jersey,
 County of Essex,—ss.:

I, Anne M. Heger, of Newark, New Jersey, do solemnly swear that I will, as stenographer, carefully, faithfully and truly take stenographically, the evidence of the witnesses produced and examined before Francis Child, Advisory Master in Chancery of New Jersey, in the above entitled cause, and that I will make a true and correct transcript of the said evidence to the best of my skill and understanding.

30

ANNE M. HEGER.

Subscribed and sworn to
 before me this 6th day
 of June, 1934.

40

Opening of Case.—Colloquy of Counsel.

Mr. Abram H. Cornish:

Your Honor, a week ago, the defendant filed an amended petition. The petition as originally filed, the counter-claim rather, was for simple desertion in the usual form. In this amended petition the defendant has added a counter-claim as the second cause of action, which does not set up any different cause of action from that contained in the first cause pleaded. It sets out villification, abuse, and accusations of a very damaging character. 10

The Court: Unnatural intercourse?

Mr. Cornish: All sorts of things. I think it may be that they intended by that pleading to excuse the failure of the defendant to go to Montclair with the petitioner when he invited her to in October, 1930, and I think that ought to be made clear that that is intended as a constructive desertion pleading and should be stricken out. 20

The Court: Let me see the pleading.—Mr. Kronmeyer, do you allege an actual or a constructive desertion; in other words, do you claim that the petitioner in this cause left your client or that she left him and refused to live with him because she was justified in so doing? 30

Mr. Kronmeyer: Both actual and constructive desertion.

Mr. Cornish: The petitioner does likewise.

The Court: Either one or the other put an end to this matrimonial relationship. If it was an actual desertion, one left the other without just cause.

Mr. Kronmeyer: Doesn't that apply to the petitioner as well?

The Court: It does. We can't have a man 40

Opening of Case.—Colloquy of Counsel.

or woman leaving and saying in one breath that there was an actual leaving and in another, constructive desertion. One or the other parties must elect here.

Mr. Cornish:

10 If Your Honor please, we considered that question carefully before filing our amended petition in which we set up a constructive desertion, and the amended petition was filed after notice or upon an order made by yourself. We rely on the case of *Succhierelli*—Vice Chancellor Walker, and the *Metzler* case, which preceded that. In those two cases, they were uncontested, and the petition was an actual desertion. The proofs did not sustain that and did justify a
20 decree for constructive desertion. Chancellor Walker allowed the petitioner to give notice to the defendant. The purpose of that was simply to give them notice of what they would have been required to do if they had pleaded any defense; that is, they were required to give them notice of the facts so that the defendant might defend.

30 The facts have made themselves. We cannot make or unmake them, and the facts may lend themselves to a construction or a judgment that there was constructive desertion rather than actual desertion. We do not change the facts by alleging one cause of action which may give us the relief we are entitled to. The Court will decide whether one or either of the facts pleaded are sufficient. Now, in our case, the actual fact was that Mr. Pease left Mrs. Pease in an apartment in New York and came to Montclair, inviting her to come with him. She did not do
40

Opening of Case.—Colloquy of Counsel.

so. The legal inferences to be drawn from that situation we believe entitle him to his divorce on the ground of actual desertion, but he ought not to be denied his divorce if the inference is otherwise, and if the conduct of the defendant justified him in the action which he took. That's the theory on which we have used the two causes of action which are seemingly inconsistent. I see no reason why he should not plead so that he may avail himself in any event of the facts as they fall. It is not the intention of the Court in framing its rules to deprive a litigant of his relief. 10

The Court:

No, but it is the purpose of good pleading to narrow the issue to a single point. I am quite familiar with the *Succhierelli* case. The charge set out in the petition is untrue, as it was in the *Succhierelli* case; when the actual desertion was alleged, the Court very properly said it did not have to answer that because it was not true. I cannot see how there can be both an actual and constructive desertion. 20

Mr. Cornish: 30

I do not contend that there is, but I contend that the facts may justify one inclination or the other, and the Court may draw a different deduction from the facts than we did. The Court may say that there is a case of constructive desertion rather than actual desertion. We have given notice of the things that the defendant must answer. 40

Opening of Case.—Colloquy of Counsel.

The Court:

Yes, but what is your charge?

Mr. Cornish:

10 We charge actual desertion, and in the manner that I have indicated to you. The desertion was in Mrs. Pease's refusal to accompany Mr. Pease when he moved his domicile from New York to Montclair.

The Court:

That, under the cases, is pure and simple desertion. With whom were they living at the time of the Montclair separation?

20 Mr. Cornish:

In an apartment in New York, and Mr. Pease decided for reasons which will appear in the case, to move to Montclair.

The Court:

He has a right under the law to select a suitable domicile.

Mr. Cornish:

30 He asked her to go with him and she refused.

The Court:

Is that what you base your case on?

Mr. Cornish:

40 Yes, but if the Court should say that she was justified in refusing to go, then, notwithstanding that, due to the preceding events, he was justified in going anyhow, and it seems to me that we

Opening of Case.—Colloquy of Counsel.

ought not to be deprived of any right or remedy we have, because of the technicality of pleading.

The Court:

Then, may not she also take the same stand?

Mr. Cornish:

10

I do not deny that, but I say she has not done it.

The Court:

She has by this amended answer and counter-claim.

Mr. Cornish:

20

That sets up merely desertion.

Mr. Kronmeyer:

It is intended for both actual and constructive.

The Court:

The pleading does not in terms set out constructive desertion. Does counsel for the defendant say that it was intended as a plea for constructive desertion as well as simple desertion?

30

Mr. Kronmeyer:

My client was 1,500 miles away, and within the short space of twenty days I had considerable difficulty. It is intended, the first cause as actual desertion, and the second cause as constructive. I have had cases before where there was

40

Opening of Case.—Colloquy of Counsel.

alleged actual desertion, and during the course of trial it showed constructive desertion, and the Court permitted the petitioner to amend in accordance with the proof that was submitted.

Mr. Cornish:

- 10 Then I understand that this second cause of action is a confession, so to speak, of her refusal to go to live with the defendant.

The Court:

We consider the counterclaim, the second count, to contain the charge of constructive desertion, justifying her refusal to go with him, and to have intercourse with him.

- 20 Mr. Cornish:

- 30 The petitioner, Mr. Ferdinand Pease, and the defendant were married in 1912 and lived together until 1930. In the early years, their family life was harmonious and continued so until the early 20's when there commenced to be differences due to financial matters and to her desire to dominate. In 1921, Mr. Pease formed a business partnership with another New York lawyer and that continued for about a year, during which he ran considerably in debt. This was very aggravating to Mrs. Pease and due to her insistence, he finally terminated the position and took a position with the New York Life, where he now is. She, after his taking the position with the New York Life, insisted upon his handing all of his salary over to her and letting her run the family accounts. He did so, and that continued with very little interruption until 1930. On vari-
- 40

Opening of Case.—Colloquy of Counsel.

ous occasions he told her that he would discontinue it or only pay it in part, and that always resulted in bitter quarrels. Finally, she told him that she would write to his father, accusing him of various wrong-doings, and she did so. She wrote to his father such a letter as would tend to destroy the father's confidence and affection for the son. Following that, a month or two later, he again took up the practice of turning over the checks to her, but her domination of him or insistence on controlling the family affairs, increased, and with it the differences between the parties, until the Spring of 1930, when her accusations against him in the presence of the children; her continuous quarrels; her refusal finally, of intercourse, and her failure to provide the ordinary comforts of home, resulted in their parting before the summer vacation, in anger. In August, Mr. Pease, feeling that that situation which had existed when they left, could not continue, wrote a letter to Mrs. Pease, endeavoring to bring about a reconciliation, and her reply to that was exhibited by the utmost contempt for him, showed no desire to become reconciled, but on the other hand, showed every evidence of continuing in her course. She made charges against him, called him names, and it was a horrid letter. To that he replied that he intended to take up charge of his own finances. She immediately came home. He had been on a short vacation, and returned to the city on September 2nd and found her there. From then until October 11th, when he moved to Montclair, their dealings with each other were simply one difference after another. She refused in every way to make him a home and refused to stay with him unless he turned over at least half of his salary. Mr. Pease, in pursuance of his belief that he must

10

20

30

40

Opening of Case.—Colloquy of Counsel.

10 resume charge of the family affairs, determined to go back to Montclair, where they had lived up until 1928, and arrange for cohabitation there; first to have rooms in a place that he knew of, until they could dispose of their New York apartment, and she refused to go with him. She refused to let the children go. He went nevertheless, and has lived there ever since.

Mr. Kronmeyer:

20 I agree with counsel at the outset, that the parties were married in 1912 and lived together until 1921-22. It seems that the trouble started in 1922, when Mr. Pease, the petitioner, had told Mrs. Pease of his infatuation for his stenographer, and of his intimacy with others. However, the parties lived together until October 11th, 1930. I agree with counsel when counsel says that Mr. Pease ran into considerable debt, and that this aggravated Mrs. Pease. It is true that Mr. Pease ran into considerable debt and by agreement between Mr. and Mrs. Pease, it was decided that Mrs. Pease should handle the money matters. She handled them so well, that during the course of the time, she paid up the debts that Mr. Pease had contracted, and he complimented her upon her business management and the way she handled the money. She continued to do so, with the exception of some short intervals, when Mr. Pease again resumed control of the affairs, and then after that he again urged her to do so, and again complimented her very highly. They lived in Montclair then, and they moved to an apartment in New York, at 325 Central Park West. While living at this apartment, Mr. Pease had some little argument, I believe the daughter 40 requested a dress, and there was a little argu-

Opening of Case.—Colloquy of Counsel.

ment, and he took his things and he left the apartment in New York and went to a rooming house in Montclair. He had no intention whatsoever of having the petitioner and the children go to Montclair. The evidence will show that there was no genuine offer on his part for her to go there. He never spoke to her previously about going to another place. They had a written lease which had two years more to run. Mrs. Pease stayed there with the children, and Mr. Pease continued to pay for the two years, the rent on this apartment where Mrs. Pease and the children remained, after Mr. Pease left. Mr. Pease had repeatedly asked her to get a divorce and she refused saying she did not believe in divorce, and it was at his solicitation that Mrs. Pease went to see Mr. Pease's New York attorney, Mr. King. She went there, and he tried to get her to secure a divorce, which she would not do.

She remained in this apartment for a period of two years after October 11th, 1930, he paying the rent. There is a written lease which Mr. Pease himself secured, and subsequent to October 11th, 1930, the parties here entered into an agreement of separation, it might be termed, to reserve certain rights to the parties. A copy of it will be introduced in evidence.

The Court:

What was the date of the agreement?

Mr. Kronmeyer:

July 8th, 1932. It was an agreement that was made by counsel, representing both parties, and provided for Mr. Pease making provision for the support of Mrs. Pease and the children.

Opening of Case.—Colloquy of Counsel.

Mr. Cornish:

I think we ought to correct here, a statement. It is not a separation agreement. It is a financial agreement.

Mr. Kronmeyer:

10 I said it was in the nature of a separation agreement, with certain reservations. Your Honor, please, examination of the second alleged cause in the petition will show numerous trivial matters that would not justify under any circumstances, a constructive desertion, and I think the cases will hold that, and it might be said that same are of a trivial nature. In addition, your Honor please, the petitioner in this case, for instance, there is no provision about not providing meals. Mrs. Pease always provided meals. Mr. Pease did not come home until late; all things of that kind. Your Honor, please, I contend that there was an actual desertion with intent to desert, on the part of Mr. Pease. This man drew a very good income, and yet he wanted his wife to go to a place that was nothing but a rooming house where there were colored people living, in one room. I contend that under the circumstances, that here Mrs. Pease is the innocent party and is entitled to a decree for divorce.

20

30

The Court:

Mr. Kronmeyer, you have alleged in the counterclaim that your client was infected with a venereal disease. Are you prepared to prove that?

Mr. Kronmeyer:

I do not allege that. Let me explain. Here is what I say. They allege that there was a cessa-

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

tion of intercourse; that Mrs. Pease refused to have intercourse with her husband, and I am simply stating what Mr. Pease had told Mrs. Pease. I do not know, I do not think, we can prove it, but I am only reciting what Mr. Pease told Mrs. Pease, and what the doctor told Mrs. Pease. Unfortunately, this doctor has passed away, Dr. Ringsland. I am simply answering that charge, if Your Honor please. 10

Mr. Cornish:

I offer in evidence, the testimony of Frederick S. Pease, the father of the petitioner. (Marked P-1).



MR. FERDINAND H. PEASE, petitioner, duly sworn: 20

Direct Examination by Mr. Cornish:

Q. Mr. Pease, you are the petitioner in this cause? A. Yes.

Q. Will you state the date of and to whom you are married? A. I was married to Blanche P. Lowry, on October 29th, 1912, in New York City. 30

Q. Where were you residing at that time? A. Immediately after our marriage, we lived at #136th Street, New York City.

Q. There are two children of your marriage, I believe? A. That's correct.

Q. Will you give me the names and dates of birth? A. My son, William H. Pease, was born on May 7th, 1916, and my daughter, Elinor F. Pease, was born October 24th, 1919. 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

10 Q. Mr. Pease, will you relate briefly, the places of your residence and your business, between 1912 and 1921? A. We lived in New York on #136th Street, until some time in 1915, just before my son was born. We then moved to Glenwood, New Jersey, and lived in Glenwood until about 1919, when we moved into the closely adjacent county of Montclair, and we lived there until 1928.

Q. What, in general, was the character of your relations with Mrs. Pease, during that period? A. What period?

20 Q. 1912 to 1921? A. Until the birth of my daughter in 1919, Mrs. Pease was very loyal and a devoted wife, and a good mother to my son. Between 1919-1921, after the birth of my daughter, I began to take second place, and she opposed very much my forming my own firm to practice law, in 1921.

Mr. Kronmeyer: Your Honor please, of course these things are not alleged. I was not apprised of this. This is something new.

The Court: This is merely leading up.

Mr. Kronmeyer: I am referring to the constructive end of it.

30 The Court: I will permit it.

Q. What was the name of the firm you formed? A. Pease & Mason.

Q. How long did that firm continue? A. The firm was formed in the Fall of 1921, and continued until the end of 1922, although I remained in the office with my partner until February, 1923.

40 Q. Now, what was the result, from the financial point of view, of this year or little more,

Mr. Ferdinand H. Pease—Petitioner—Direct.

of private practice? A. The new firm was able to carry its overhead and very little more. I had a very small drawing account and my partner had considerable means. I had to borrow for my living expenses at the Glenwood Trust Company, during the period of 1921, 1922, beginning I think, late in 1921, a total of \$5,000.00 in separate loans of \$1,000.00 each, and later, I am not sure when, during that period, I had to borrow, I think, \$1,500.00 on an old insurance policy which I had. 10

Q. Was that the extent of your borrowings?

A. That is the extent so far as the total is concerned. I had, preceding that large loan, made a small loan from one of my friends, which I paid off when I got the larger loan.

Q. So that your borrowings did not exceed \$6,500.00? A. Yes, and that loan on my insurance policy is still standing, has never been paid off. 20

Q. The loans of the bank have been paid off?

A. The loans have been paid off.

Q. Now, was there any quarrel between you and Mrs. Pease in 1922? A. Yes, the first serious quarrel we had was in the summer of 1922.

Q. What was that about? A. I had contracted the mumps from my son, and after we had arrived at my mother's camp in Vermont, I was taken quite ill with that. Mrs. Pease shortly before that had become pregnant and was not at all reconciled to it, and was in great distress about a number of things. She had also been jealous of the stenographer in my new firm, who had been a stenographer for me in the old firm where I had worked on a salary. I felt very keenly this hostility of Mrs. Pease, and at the camp at that time, I told Mrs. Pease that we must do something about it; that her 30 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

jealousy for this girl led me to say I would discharge her; that it was true that there was an ordinary office interest between that stenographer and myself. There was some flirtation in the office, and I liked the girl. Mrs. Pease thereupon said, "I know that there is adultery between you." I said, "That is absolutely false." We parted at that quarrel in considerable heat. A few days later, I think about a week later, Mrs. Pease, in the activities of the camp, was exercising considerably; was going out in the boat, and about a week after this quarrel, Mrs. Pease had a hemorrhage which developed into a miscarriage, and a physician was called from the city to the camp and he took care of her.

10
20 Q. What was your salary when you went with the New York Life? A. I went to the New York Life as Assistant Counsel, in February, 1923, at a salary of \$8,400.00 a year.

Q. What has been the salary with the increases, from that time until now? A. The salary was raised to \$10,000.00 in 1925. I am not positive of these dates, Mr. Cornish; it was raised to \$11,000.00 in February, 1926; it was raised to \$11,500.00 early in 1927. It remained at that figure until the depression, I think in April or May, 1933, it was cut to about \$10,600.00, and something, and then in May of this year, I got back a part of the rate, so that it was about \$11,040.00 odd dollars since May, 1934.

30
40 Q. Will you tell when and why you began to turn over your salary to Mrs. Pease? A. In 1922, during the period when I was trying to start this small firm of my own. As I stated, I had to borrow money. In 1923 when I got my salary from the New York Life, I determined

Mr. Ferdinand H. Pease—Petitioner—Direct.

to immediately pay off in installments the loans which I owed at the Glenwood Trust Company, on these notes. I therefore began making periodic payments to the bank out of my salary. I was also carrying a large amount of life insurance and the result was that we had not much left for our living expenses and Mrs. Pease felt that very keenly and especially blamed me because of the loans connected with my forming of this new firm. She was continually nagging regarding the shortage of money, and accusing me of spending my salary on other women, and I finally, sometime in 1923, began turning over to her practically the balance that was left after paying these regular family bills. Then, in 1924, the amounts which I was giving her increased early in 1924, and I began giving her practically all the salary, and finally, in view of her continuing complaints that I was spending money on secret purposes, I turned all of my salary over to her from November 1924, when it was \$8,400.00, until September of 1930, when our final break occurred.

Q. What did she do with that money? A. I don't know. The bills were paid by her. The amount from my personal spending money was reduced gradually to a mere trifling sum. At first when I wanted \$10.00 or \$15.00, I would ask her for it without any particular quarreling. Gradually, however, her complaint as to my spending that led her to reduce it to the point where I was getting from her about \$5.00 at a time. I don't know what she did with the balance. I can say this; that our rent was \$100.00 a month; the insurance premiums were somewhere in the neighborhood of \$1,000 a year. The family expenses in my opinion

Mr. Ferdinand H. Pease—Petitioner—Direct.

could not have exceeded at the utmost \$6,000.00 a year at that time.

The Court: When?

Witness: In 1924.

10 Q. You didn't keep out any part of your salary, but asked Mrs. Pease for the money that you needed? A. That's true, after about November, 1924, until we come to an incident in 1927, which I presume you will come to.

20 Q. Did you have any trouble in 1925 with Mrs. Pease in regard to treatment for your daughter, in her sickness? A. I am not sure of this date, but in the Spring of 1925, my daughter Elinor had had the whooping cough, and suddenly had a very severe ear ache. The physician who was taking care of her said that he was to operate on the ear to prevent possible mastoid. I asked that a specialist be called in before this was done. Mrs. Pease at that time had become interested in a spiritualist, so called "medium," and said that she wanted to telephone to that medium about it. She did telephone to her and then stated to me that she was told that that operation on my daughter's ear was not necessary and that she did not want it done. I told the doctor it would be done if he and the specialist both ordered it. He called in Dr. Richardson of Montclair, a specialist, who said, "By all means, have the eardrum cut at once." I therefore told him to do it, and Dr. Weston of Glenridge gave the anesthetic and Dr. Richardson operated on the ear.

30

40 The Court: Was your wife present when they said this?

Mr. Ferdinand H. Pease—Petitioner—Direct.

Witness: Yes, sir. There was another incident in the Spring of 1925, Mr. Cornish. In February 1925, Mrs. Pease began telling me about her interest in this spiritualist medium, and she said if I would go to one of the meetings I would see how wonderful it was. I said, "All right, I will go." In February 1925, I did go to a meeting and was so disgusted with it that when I came home—

10

Mr. Kronmeyer: I object, as to his going to this meeting and as to his version of what it was—

The Court: He started to tell what he said to his wife.

Witness: When I got home late in the evening, Mrs. Pease said, "How do you like it?" I said, "That woman is a fake," and we had a violent quarrel about it at that time, in February 1925. Then in June, 1925, this medium was arrested by the police in New York—

20

Mr. Kronmeyer: I object to that, Your Honor please.

The Court: How do you know?

Witness: From a certified copy of the conviction.

30

Mr. Kronmeyer: I am objecting unless it was proven there was a conviction.

The Court: Did you tell your wife about this?

Witness: I showed my wife an account in the paper, and we discussed it. My wife thereupon said, "If you do anything about this, I will stand with the medium against you and not with you."

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. Mr. Pease, your salary was increased early in 1926 was it not? A. That's true.

Q. What did you propose to Mrs. Pease with regard to the division of the salary at that time? A. In February, 1926, these notes at the Glenwood Trust Company had been almost entirely paid off; I think entirely paid off. My salary was then raised to \$11,000.00. As I say, we were living at \$100.00 a month rent. I became sick and tired of this picayune amount of money that I was allowed, and I told Mrs. Pease that now there was no reason why we should not have a joint account; that I was willing to have a joint account but not willing to have her continue to handle all the funds. Mrs. Pease said she would not live with me unless she controlled my complete salary as she had done.

Q. Did she say anything about the spirit guides in connection with this? A. She told me that the only reason I got this job was because her spirit guides—

Mr. Kronmeyer: Your Honor, please, of course these things are not alleged—

The Court: They are evidence.

Mr. Kronmeyer: I mean under the question of constructive desertion.

The Court: It is not necessary to allege every quarrel. They are giving me a picture of their life.

Witness: Mrs. Pease told me the only reason I had this job, was because her spirit guides saw that I got it, so that she could have the benefit of this fine income. She said I had neither the strength nor the ability to fill a job as good as that.

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. What were your relations with her? By the way, where did Mrs. Pease spend that summer? A. The previous summers, except 1924, were all spent in Vermont. In 1926, Mrs. Pease said that she did not wish to go to Vermont, but that she knew of a fine place at Cape Cod. I asked how she knew and she said she had heard of it and made arrangements to go to a place called Point Independence, near Buzzards' Bay, Cape Cod. We went there in 1926 in the summer, and I stayed for my vacation, and she and the children stayed all summer at the Inn at that place.

10

Q. Were your relations with her harmonious? A. Until sometime in November, 1927. I found when I got to this summer place on Cape Cod, that this spiritualist medium owned a house a few doors from the hotel, and by that time I had become very much disturbed regarding the control she was exercising over Mrs. Pease and my children, and we quarreled during 1926 about that. The result was that during the Fall of 1926, and into sometime in 1927, there was this growing hostility between us. Mrs. Pease stated that she was seeing this spiritualist medium quite regularly and was repeating to me advice which she got from this medium, relating to our family affairs, about my job, etc.

20

30

Q. Where did Mrs. Pease spend this summer of 1927? A. The summer of 1927, this medium invited her to her own house at Point Independence, and also invited me there. I replied to her invitation that she knew of my hostility to her teachings, but my wife was determined to go, and I did go to Point Independence over my strenuous objections, because my wife insisted on taking my daughter and spending that summer with this medium.

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. While she was there, did you receive some letters from her?

The Court: From whom?

Q. Mrs. Pease? A. Yes.

10 Q. I show you a letter with the envelope being postmarked June 12th, 1927, and ask if you recognize the handwriting and closing? A. Yes, it is my wife's.

20 Q. I show you three other letters, the first with the envelope bearing date July 14th, 1927; the second with the envelope bearing postmark date July 23rd, 1927; and the third with the envelope bearing postmark, August 13th, 1927, and ask you if you recognize the handwriting and signature on these letters? A. Yes, they are in my wife's handwriting and signed by her, and I received them.

Q. I offer them in evidence. (received and marked P-2; P-3; P-4 and P-5.)

The Court: Read the material parts.

30 Q. The letter dated June 12th, begins: "Dearest Ferd" and concludes, "Love from us both, As Ever, Blanche," with a postscript: "I enclose check for \$35. so that you can purchase your return trip ticket & berth to N. Y. whenever you wish." The next letter, July 14th, 1927, opens "Dearest Ferd:" She says: "Thank you for all your letters * * * As long as your mother & Dad seem so glad to see you and you are so fond of them. I think you had better divide your time with them & at Billy's camp and not plan to come down here again. You don't see much of your parents in winter so

40 I think you'd better spend your vacation with

Mr. Ferdinand H. Pease—Petitioner—Direct.

them in summer—you see us all winter long and it is only a matter of five or six weeks before we'll be home." She also says: "My bag came from "Crosses" and is O. K. Many thanks. Much love from E & me. As Ever, Blanche." In the letter which envelope bears postmark July 23rd, 1927, she says:

10

"Dear Ferd:

Thank you for your two letters and card. Also for the Telegram and the lovely flowers.

I had one of the happiest birthdays I ever had * * *

I am glad you are enjoying your vacation too, and seeing all your relatives & friends. * * *

20

I really prefer that you do not come down here again even for the day. I am with you ten months in the year, and I think I have a right to spend my vacation the way I choose too. I should think you would want to spend as much time as you could with your parents and with Billy. * * *

We will be home in about five weeks so spend the rest of your vacation with Billy or at Cedar Beach and do not come down here again. * * *

30

I enclose Dr. Manson's check for fixing your teeth.

Love from Elinor & me.

As ever.,
Blanche."

Q. In the letter dated August 13th, 1927, she says:

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

“Dear Ferd:

Enclosed is a check for Mr. Clark. I guess this is all I owe him. I suppose you received the check for \$20. I enclosed in my last letter to you.

10 When you have so many invitations for dinner. Seems to me you ought to be able to save up for a show—your breakfasts don't amount to much. You have your dinner at the N. Y. Life—and your dinner again at night—Surely 2 meals a day ought not to cost more than \$15 a week even when you don't have any invitations.

20 Don't send me any more flowers—you don't need to do that for I can have all the flowers I want out of the garden. Mrs. Cooks lets me have all I want.”

Q. That letter ends, “Love from us both—As Ever, Blanche.”

30 Q. Now, Mr. Pease, did you have a controversy with Mrs. Pease in November of 1927 about moving from Montclair? A. Yes, Mrs. Pease said about November 1927 that she would not live in Montclair, any more, and that we must move away. Her first suggestion was that she had seen a place near Palisade Park, New Jersey, where she said we must go. I said I would not leave Montclair; that it had been our home and the home of our children, and I certainly would not go to this place that she spoke of. She said that if I did not, she would write a letter to my father and the Pastor of our church in Montclair, showing up the way I treated the family. I said that if she loved me as a wife, she knew she would not. She said

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

she never loved me; that she did not love me; that she only married me to have a home, and that I could get out. A short time later, I heard that she did write my father a letter which is I believe now in evidence.

Q. At the time of that quarrel, or the next day, did you say anything to her about the salary; about continuing to turn over the salary? 10

A. I told her I would not turn over my salary to her any more; that things had come to a point where I was a zero in the house; she had every cent of my salary and that I would not give her my salary check any more.

Q. Did you have a salary check on or about that time? A. I was paid on the 15th and 30th of each month.

Q. So you did have a salary check about that time? A. Yes. 20

Q. Did you turn it over to her? A. I deposited it in my own bank.

Q. I offer in evidence a letter which has been identified by the witness, Frederick Pease. It is a letter from Mrs. Pease to the father of this petitioner. (Received and marked P-6).

"92 Willowdale Ave.,
Montclair, N. J.
November 19th, 1927. 30

Dear Dad:

For *five years* I have kept silent about the real cause of the trouble between Ferd and me but now I feel that you ought to know the *real truth* which he has never told you. He has lied to you about everything as he has to me for many years—not only that but he puts 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

10 himself on a very low plane by trying to belittle me before everyone, telling everyone at his church, all the neighbors and people here and everywhere else—also my parents as well as his that *Spiritualism* is the cause of the trouble between us—The real *Truth* is that *five years five years ago* up at Cedar Beach—the summer he had the mumps and I was so ill—he confessed to me his *infatuation for his stenographer!* She was working at Hunt, Hill & Betz the time he was there and he and Pit Mason hired this same stenographer to go with them when they opened their office together—So you see how long this affair had been going on! It was a *Terrible shock* to me, as you can imagine, and you know the result—he made me lose my baby!

20 Naturally I was a changed woman from that moment. I had always respected and trusted Ferd but my eyes were opened wide and I realized that I could *never* trust him again.

30 You know I have always been a good wife to Ferd. I have never cared or run around with other men and I have *never* neglected my children. I have done everything in my power to help Ferd in every way when he was so hard up and have ever since I married him.

I have never told a soul about this not even my own parents. What he has made me suffer, no one knows.

40 Awhile ago you wrote him—for my benefit—that “ten weeks was a long time

Mr. Ferdinand H. Pease—Petitioner—Direct.

to be homeless" but let me tell you that *ten months* is a h—— of a long time to live with *your son!*

I don't see that you all even want him in your home for even a week unless he hands you out a lot of money—That is how much you all care for him!

When Ferd married me, he took upon himself a responsibility and it is his duty to support the children and me and *educate* his children. Every year I have been married, he has sent you money and let his wife and children go without. That is true love——isn't it? He doesn't know the meaning of the word—"Love"—

Why you should expect your children to hand over money to you when you have *much* more money in the bank than we have and a great deal of property besides—I fail to see—

You knew Ferd and I had very little to live on when we first married and for many years afterward and yet you kept on writing and expecting him to hand out money to you even when I was in the hospital—When we were hard up and when he landed a \$7,000 *debt* on my shoulders, I didn't notice any offer from you to help us out!

God gave you all a wonderful opportunity in giving you so much money years ago and if you had taken care of it the way you should have you would have been the wealthiest people in Vermont today.

I finished paying Ferd's debt only last year and now I am trying my best to save enough to educate the children. If

10

20

30

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

10 I don't who is going to? Certainly not you or anyone else—and I don't intend to have Ferd hand it out to you when you don't need it. If he continues to do it, I shall leave him and never go back to him for I have stood all I am going to from him. If he behaves himself I will live with him for the children's sake and that is all—

He has done everything he could to try and crush my Truth in every way possible but I want you to know that *if it weren't for my Truth, I wouldn't be living with your son Today—!*

20 Everyone has a right to develop their own soul the way they choose—I have never interfered with his religion (?) and I do not intend that he or anyone else shall interfere with my Truth which is very sacred to me. If I told you all the mean, contemptible things he has done to me, you would see things with different eyes—Maybe—Someday you will and then I am sure that you won't have such a good opinion of your son.

Blanche—”

30 Q. Now, Mr. Pease, what is the truth about in that letter, about having sent money to your parents? A. I had had no money from November 1924 until the time of that letter, as all my salary checks had ben turned over to her. Any money I had she handed me. In 1923, I believe that she made some gift to my parents, after my salary had begun at the New York Life. I paid no money to my parents exsept a possible gift that
40 first summer of 1923. After that I had no money

Mr. Ferdinand H. Pease—Petitioner—Direct.

and couldn't give the money. They did not need the money, but we were spending and had spent all our summers at their house from 1913 to 1923, without one cent of contribution. We had taken our children along with us after they were born.

Q. How long did you continue to deposit the checks in your own account, and disburse the funds yourself? A. I kept control of my salary until I deposited the check at the end of December. Early in January, Mrs. Pease, after the Christmas season, had said that while she would not live with me unless I gave her control of my salary, that she would be more friendly to me if I gave her back the control of the checks. I hoped that I could prevent a complete break by doing it, and I therefore gave her back the control of the checks, with the balance that I had in the bank, early in January. 10
20

Q. What had been the character of your relations with her between November 17th, when you refused to turn over the salary check to her and January, when you turned over your next salary check to her? A. The relations were as bitter as possible at the time of these first quarrels and the time of her letter to my father. During the Christmas holidays, as I say, the quarreling was not so intense, and I hoped that conditions would improve by doing this in January. 30

Q. When did the question first come up between you, about moving to New York? A. Some time about June of 1928, Mrs. Pease announced that she had made all arrangements for us to move to New York; that we were going to live in New York and that all I had to do was to sign the lease. I told her I would not leave Montclair, which had been our home. I told her I would not have my children grow up in New 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

York City. She told me that she was going, and that I would go. I asked her where the apartment was that she had chosen, and she then told me that it was the apartment that this spiritualist medium occupied in New York, at #322 Central Park West.

10 Q. By the way, what was the name of the medium? A. The medium was Ellen Cook. She also called herself, Cecily, because her husband's name was Cecil. I then went with Mrs. Pease to see this apartment and we did see it and talked with Mrs. Cook about it. Mrs. Pease told me that Mrs. Cook, on account of her health, was moving to Florida, and we were going to take this lease from her. I was told the rent was \$4,000 a year, less one month's concession; whereas, I had been paying \$1,200 a year.

20 Q. What was your salary at that time? A. My salary was \$11,500 a year. I thereupon, after we talked it over further, telephoned Mrs. Cook that it was ridiculous for me to take any such lease, and I would not do it. Mrs. Pease continued to say that she would not live in Montclair and not live with me unless we made this move, and I began hedging a bit on it, especially when I knew Mrs. Cook was going away. Mrs. Pease said that if I would take the apartment, I could come down to see her and my daughter at Cape Cod that summer. I said that I would not have the children go into a big school, and that they would have to go to a private school, and that in any event, I would only go to New York if she would again become a real wife to me. I finally consented to go to New York.

30 Q. Where did Mrs. Pease spend that summer of 1928? A. At Mrs. Cook's house at Point Independence.

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. And while she was there, did you receive some letters from her? A. Yes.

Q. I show you a letter, to which the envelope is attached, bearing postmark, August 28th, 1928; another letter to which the envelope is attached, bearing postmark, August 25th, 1928; and another letter to which the envelope is attached, bearing postmark, August 18th, 1928; and a letter to which the envelope is attached, bearing postmark, July 12th, 1928, and ask if you recognize the handwriting and signature on those letters? A. Yes, these are all in my wife's handwriting, signed by her.

10

Q. I offer them in evidence in the order in which I have mentioned them. (Received and marked P-7; P-8; P-9; P-10.)

Q. I wish to read certain excerpts from those letters; the one dated August 18th, begins:

20

“Dear Ferd:

Enclosed is a check for you, also Julia's. Don't ever again borrow any money from anyone, because if you do I won't pay them. I will pay your church bill up to end of July but you will have to notify them that they need not expect any more from us. Do not send me any more bills from Montclair because I do not intend to pay them. ***

30

Thanks 'muchly' for polishing andirons, etc. I know everything will look lovely in our new apartment. **

Well, — be good—

Love from Elinor & me—

Blanche—.”

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. The letter bearing date July 12th, 1928, begins:

“Dear Ferd:

10 ***As I have already told you many times, Mrs. Cook wants us to have Sept., Oct. & Nov. rent free, so we don't have to pay rent until December 1st.***

Love from us both—

As ever—

B.”

Q. The letter of August 25th, begins:

“Dear Ferd:

20 It just shows what a lot of respect you have for my judgment when you go and phone the apartment house and ask a lot of questions you have no business to ask. In the first place you are not paying rent until Oct. 1st and it is only through the kindness of Mrs. Cook that we can move in before that date. She knows it will be much easier for me to move before Billy comes home or before school begins and if
30 it weren't for me, she would not be moving out until October. The Superintendent has 45 apartments to take care of and he is too busy a man to have you phoning all the time and bothering him about things that do not concern you. I know what I want done in the apartment and I am perfectly capable of managing things myself and I don't care to have you butt in in any way. I don't interfere with your work
40 and your office and if you will just attend

Mr. Ferdinand H. Pease—Petitioner—Direct.

to your affaires you'll be better off in the end. The idea of you making such a nuisance of yourself phoning Mr. Burns and the Apartment house the way you have— You just ought to be ashamed of yourself and if you don't stop butting in, you are going to get yourself terribly disliked before you even move in.***

10

I enclose check for \$10 which ought to be enough until Thursday.

As Ever.

Blanche."

The Court: How much were you earning then?

Witness: \$11,500.

20

Q. The letter of August 28th, 1928, reads:

"Dear Ferd:

***Now I have a little job for you for Wednesday night. Dust all the furniture and the floors in all the rooms! Now don't just skim over it but see that you do it as well as I do! I don't like to sleep in a dirty apartment you know!

Then go down in the laundry room and dust off sleds etc. & rubber boots & artics. I know you'll be thrilled to do all this! Don't go to sleep over it either!

30

Please notify the Gas Co.—(I think the gas is turned off, isn't it?) to turn off electric light (& gas if they haven't done so already) Friday, the 31st.***

As ever,

Blanche."

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

The Court: Did you do the family washing too?

Witness: No, sir.

Q. Mr. Pease, after Mrs. Pease came back from Cape Cod, you moved into this apartment in New York? A. Yes, September 1928.

10

Q. Did you give the location of the apartment? A. #322 Central Park West, New York City.

Q. During this year you continued to pay all of your salary to her, the succeeding year, 1928-1929? A. Yes.

20

Q. What was the character of your relations with her during that year and up to the summer of 1929 when she went away to Cape Cod? A. We were busy getting settled in New York in the Fall of 1928, getting the children started in school. In the Spring of 1929, at the breakfast table one morning Mrs. Pease said, "the children know what is going on, in your running around with other women." I turned to my children and said, "Mrs. Pease does not believe that! It is just that Mrs. Cook told her." Mrs. Pease threw a glass of water in my face in the presence of the children. I told my little girl to stop crying—she was shrieking.

30

Q. Mrs. Pease spent the summer of 1929 at Cape Cod? A. Yes.

Q. At Mrs. Cook's house? A. Yes.

Q. Did the question come up as to whether or not you would visit there? A. As I already stated, she said if I took the apartment, I could visit her at Cape Cod in 1928. In June 1929, I asked what she was going to do. She said she was going to Cape Cod. I said, "May I come down in the Fall?" She said, "I want to ask you one question. When you entertain Mrs. Cook,

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

I will consider inviting you down to Cape Cod." I said, "I will not entertain her; I don't like her." Mrs. Pease said I couldn't come down to see her.

Q. Did you go down? A. I did not.

Q. I show you a letter to which the envelope is attached, bearing postmark dated July 10th, 1929 and another letter to which the envelope is attached, bearing postmark, July 22nd, 1929, and ask you if you recognize the handwriting of these letters and the signature? A. Yes; these are letters in Mrs. Pease's handwriting, signed by her, which I received. 10

Q. I offer them in evidence. (Received and marked P-11 and P-12.)

Q. The letter of July 10th, begins: "Dear Ferd:", in which she says: 20

****"I must be at the Court in Boston at 10 o'clock Thursday. I hope they all get a good shock when they see me!! You can bet your life that I shall tell the Judge a few things too, and before I get through they'll wish they'd never published any citation. When I make up my mind to do anything, I do not stop until it is done. I am not afraid of anyone when I know I am in the right. 20

I hope you received my check (\$50) today & that you'll be able to get a lower berth Friday night all right. I'll send my next to Cedar Beach. 30

Q. The letter of July 22nd, begins:

"Dear Ferd:

Thank you so much for your letter and the two books for my birthday. 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

While I think Conan Doyle is a very earnest worker, I do not think he can teach me anything for I consider my knowledge of spiritualism way beyond his. * * *

No, I didn't have any lawyer in Boston. I did not need one to tell the Truth for me for I knew I could do that myself. * * *

I enclose check for this week.

Love from Elinor and me.

As Ever, B."

Q. Now, after Mrs. Pease returned to New York, in the Fall, what was the character of your relations with her during that Fall and Winter?

A. The hostility between us was increasing steadily, as these letters indicate. The matter of any domestic life between us had long since become a mere detail. There had been long periods about 1927, at one time a period of eighteen months, when there had been no intercourse between us. The Fall of 1929 was one of increasing hostility, and I remember no specific event until early in 1930, around March.

Q. About March, 1930, did something happen in the presence of your children? A. In March, 1930, my son and I were discussing the question of his going to the Y. M. C. A. Camp in Vermont, where he had been many summers. We were in his room at the apartment. Mrs. Pease joined the discussion, and the question of what would be done that summer came up. We immediately quarreled again, regarding her spending her summers and so much time with Mrs. Cook, and Mrs. Pease then said, "I am getting discouraged. I sometimes think of having a separate home and letting the children choose between us and taking half the salary."

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. Did she make any accusations against you?

A. She said that the children and she knew that I was being unfaithful to her, and running around with other women, and the matter was getting to a point where she was considering separating. Now, that date in March is significant for another reason. A long time afterward, a number of years afterward, when I found where Mrs. Pease had finally moved to in West Palm Beach, Florida, I got a certified copy of the deed and found that it was a deed to Mrs. Cook, in March, 1930, although Mrs. Cook had another house in which she lived.

10

Q. Was this occasion followed by another one in April? A. After that quarrel in March, 1930, two very strange statements were made to me by Mrs. Pease. The first statement was that a U. S. Census caller at the apartment had asked her name and she had given her a wrong name, and that if I was asked what her name was I should not give her correct name. I said, "This is ridiculous." She said, "I am trying to save us both more trouble." I said, "What trouble?" She said she would take care of that. I wanted to know what it was about. She refused to tell me. The second incident was that there had been no intercourse between us after February, 1930, and there never was. The discussion regarding that in April 1930, brought a statement from Mrs. Pease, it was about April, that she had been pregnant since October of 1929, and had had to have two slight operations because of that. I said, "You have never said anything to me about pregnancy nor about any operations. You have never missed a meal and I don't believe your statement." She said, "It is true." I said I wanted to know who the doctor was. She said, "I will not tell you." I thereupon said, "I will

20

30

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

not any longer submit to this slavery. I am demanding to know what is going on here and to handle my own money, and I will not let you further control my salary." Mrs. Pease then said that she would not live with me unless I continued to give her that salary; that she would go to my firm and make trouble; and on the next day, as the quarrel continued, she said she had three propositions; one to go on as before, handling all of my salary; second, to separate and take half my salary and let the children choose between us; or third, to go to the office and raise a rumpus and then I would have no job or any money to spend on other women, when she got through.

Q. What was the situation or how did the situation develop from that time on to the end of June? A. In view of what had happened before, I decided that I must give her back those checks in April, because we were not getting anywhere. There was no marriage between us at that time, other than a speaking acquaintance. There was utter hostility. I did give her back the checks in June and I said again, "Are you going to Mrs. Cook?" and she said, "Yes," and I said, "May I come down this summer?" She said, "You may not!" And in the presence of my son, she said, "I know what is going on. You are running around with other women, spending money, and I will not invite you down, even for a week-end." We had occupied a double bed up to that time. She then, in June, moved into my daughter's room and stayed there until she went away, and at this quarrel in April she said, "You can't eat any more meals in this house unless you give me back those checks." She did not set the table for me at the next meal, and for several meals she refused to let me eat in my own house.

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. After she left, did you receive a letter from her? A. Yes.

Q. I show you a letter bearing postmark date July 18th, 1930, and ask if you recognize the handwriting? A. Yes, it is my wife's and I got the letter. (Received and marked P-13.)

Q. It begins:

10

“Dear Ferd:

Another lovely day and I'm so Thankful to be down here & away from that hot dirty city.***

Please have the N. Y. Life give you your check for the 15th *on or before* next *Thursday*. Have them *cash* it for you. Then please deposit \$100 in my bank, Friday, the 11th (Chase's on 93rd) and send me the rest in *currency* by *registered mail*. Your August 1st check you can deposit in my bank—I mean all of it.***

20

Elinor looks just fine already.”

Q. I call for a letter which Mr. Pease wrote to Mrs. Pease about the early part of August, 1930.

Mr. Kronmeyer: I cannot produce it, Your Honor.

30

Q. Now Mr. Pease did you write to Mrs. Pease in August, 1930, a letter attempting a reconciliation?

Mr. Kronmeyer: I object. In his question he is practically stating what that letter contained.

The Court: Have you a copy?

Mr. Cornish: No.

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

The Court: Ask him what the letter said.

10 Q. What did that letter say? A. As nearly as I can remember, it started with some ordinary item of news, and I then said, "I hope you are feeling better after your rest. The events of this last winter and Spring cannot go on any longer." I said, "I have sacrificed everything that I have to hold our family together. I have given you all the money; I have given you control of all insurance. I have moved away from my friends. You have friends who are hostile to me; I cannot do any more." I said, "We have these two fine children, and I wish you would do your part to get along and hold our home together for the sake of these children." As nearly as I can remember, that the purport of that letter.

20

Q. Did you receive a reply to that letter, on or about August 18th, 1930? A. I did.

Q. I ask you if you recognize the handwriting in this letter dated August 18th, 1930? A. That's the defendant's handwriting, and I received it. (Received and marked P-14.)

"Dear Ferd:

30 Your registered letter reached me safely with currency enclosed for which I thank you.

Now in regard to what you say about how hard you try to please me and "how much you subordinate your personal wishes to mine in all our plans", let me tell you that I think you are crazy if you think for one moment that you can cram any such rot down my throat. I know you too well and have lived with you too many

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

years and never in all the years I have been married to you has *my happiness concerned you in the least.*

If it had. You never would have handed out all the money you did to your parents—even when I was in the hospital—and let Billy, Elinor and me go without proper food, clothing, etc.

10

No doubt you were trying to please me when you were immoral with other women & were handing out money to them too!

For many years I did nothing but slave and work myself to the bone for you and your people & so-called friends and what thanks did I get? *Just insults!* I know darn well you'd be just tickled to death if I'd continue to slave and cook my head off your d—bunch. That's how much you *consider me* and *my happiness!* But I won't be a tool for you or cheapen myself for you or anyone else. How long do you think your little salary would last if you tried to entertain Mr. Kingsley's son, Mr. & Mrs. Cook & many others in your company & if you did all you are crazy to do for them, what good would it do you? They'd just laugh at you & think a darn sight less of you than they do now.

20

30

As for Roy Lincoln, you must remember that his parents left him considerable money which enabled him to do many things you couldn't do. Ever since I married you yours have done nothing but try to see how much they can bleed you. I know darn well you are peeved all the time because you can't hand out as much as you'd like to to them—no matter how much

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

you had, you'd give them *plenty* but you'd never save *one cent* for the children & you'd let us go without. That is how much you love (?) the children and me! You could never make me believe that you have ever loved the children and me—You don't even know the meaning of the word—*Love*—You are too much of a d— rattle-snake and a hypocrite and all you think about is yourself, your people, your so-called friends—your bills. Your wife and children & their happiness & welfare do not concern you in the least.

Look how you have lied about me & talked behind my back to every Tom, Dick & Harry, & how you have tried to humiliate me every chance you get. And even go so far as to try & get the boys in the Lobby to spy on me! You old cheap skate! Don't you suppose they all see through you, even your so-called friends? They know I have never done anything wrong, and they also know I have never said one word to them about you or my personal affairs— I wouldn't put myself on such a cheap plane as you do for I know it would never bring me any blessings if I did. Furthermore, not one of them care a fig about you except what they can get out of you and I guess Florence and Roy have realized more than ever lately that no one cares about them either now that they are down and out & living in one room in the attic. When you were in the same boat, did your people and friends stand by you & offer to help you? Not much! Your wife—

Mr. Ferdinand H. Pease—Petitioner—Direct.

whom you had always ill-treated was the only one who did—and you know it!!

You know as well as I how I did my best to push you ahead in every law office you've been in and I can tell you that if it were not for my faith in God and my Loved Ones in the Spirit World and my prayers you wouldn't be holding the job you have today. 10

You ought to have at least \$15,000 a year & you would have that much if you did not act so weak & mushy around Cooke. He doesn't give a darn about your getting ahead. He's as jealous of you & everyone & is doing his best to hold you back. If you'd talk up to him the way I told you to do and let him know that if he doesn't intend doing anything about a raise for you that you'd go over his head, he'd soon take notice & get busy. 20

As he is now, he just feels he has you under his thumb—you can't slobber over that man & expect to get ahead. You could entertain him every night in the week and his wife too, but they'd think less & less of you for doing it. (And do you ever give me credit for knowing refined people when I see them?) As for my friends, have you ever tried to act like a gentleman & be courteous to anyone I have ever cared for? Have you been happy to have them in my home? *No you never have not one of them!* You have done nothing but insult them right & left & tell me how you hate them. That too shows how much you love (?) me and how much you care 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

about my happiness. What have they ever done to you to make you feel the way you do toward them?

10 Have you ever appreciated the fact that Elinor and I could spend so many wonderful summers here in this beautiful home with such refined people? No, you never have—you'd rather have us stay in some buggy little rooms elsewhere. That's how much you care for either of us and you'd like to come and spend your vacation & gossip with hotel managers, servants & what nots—What a grand, restful, happy vacation that would be!

20 I am trying my utmost to save every penny I can to educate the children and I shall always do my best by them as I have always done in the past.

30 As long as you are so unhappy about everything I do, why do you live with me? I am not asking you to remain under the same roof with me as long as you feel the way you do about everything. I am perfectly willing at any time for you to give me one check and you take the other—then you may live the life you wish to anywhere you choose and I will do the same. The children can choose between us and if they wish to go with you, that is up to them. I have done my best by them and you—too, and I am very sure nine women out of ten would have left you years ago if you had treated them the way you have me.

40 You say "we only have one life to live and that is short." If that is what your

Mr. Ferdinand H. Pease—Petitioner—Direct.

church teaches you and you wish to believe that way, that is up to you. My truth has taught me that we live many lives and that we begin "Over There" just where we leave off here—Therefore, it is up to each one of us to progress here as much as we can and that is what I am endeavoring to do, regardless of what you may say or think. 10

I am very glad your letter has given me the opportunity to write you just how I feel about things and I am sure that God does not blame me for feeling the way I do because he knows I have tried to be faithful all these years and have done my best— B."

Q. Did you reply to that letter? A. I did. 20

Q. I call for the production of a letter from Mr. Pease to Mrs. Pease, dated August 26th, 1930.

Mr. Kronmeyer: We have not the letter.

Q. I hand you a letter in longhand and ask you if that is a copy of the letter? A. Yes, that is a copy. 30

Q. The letter reads:

"Dear Blanche:

I received your letter last Tuesday. This matter cannot be settled by correspondence. A few things however, are clear, and I have made a definite decision about them. I shall take charge of my money and will not deposit my salary checks in your account. I will 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

10 not tolerate any further interference by others, and I will not submit to any further humiliation of any sort. What you decide to do is your responsibility. I feel the need of a rest and shall go to Cedar Beach for the weekend. Please let me know your plans and when you will be home.

I deposited \$369.16 for you on the 16th."

Q. You did go to Cedar Beach, did you not?

A. Yes sir.

Q. And when did you return? A. I reached New York, September 2nd, in the morning.

Q. Did you find there a letter from your wife? A. I think I found a letter at my office.

20 Q. I show you a letter, to which the envelope is attached, bearing date August 25th, 1930, and ask if you received that at your office after your return? A. Yes.

Q. Do you recognize the handwriting? A. Yes, my wife's handwriting and her signature.

Q. I offer it in evidence. (Received and marked P-15).

30 Q. This letter is dated and apparently is written before Mr. Pease's letter of the 26th; before Mr. Pease's letter reached her. It reads:

"Dear Ferd:

Billy asked me if he might spend next weekend at Cedar Beach and I wrote him to do as he wished about it * * *

40 You'd better phone the *French Window Cleaning Co.* as soon as you receive this & have them send *Martin*, if possible, to wash all the windows (except the one in the store room)—12 in all.

Mr. Ferdinand H. Pease—Petitioner—Direct.

They ask 25c each. Have him empty water in your bathroom so that he won't mess up two—Give him newspaper to put under his pail & ask him to be careful. I should think next Saturday would be a good time or some evening after you get home before it is dark. They take about 1 hr. & a half or two to do them. 10

I enclose your check & enough to cover for washing windows & errands at stores.

Please take Bill's sheets & Pillow case—also towels in both bathroom & mat to laundry as soon as possible. Try & clean up the apartment *good* Labor Day night & dust & mop better than you did last year please—There are plenty of dusters in the second drawer in the kitchen & don't expect to do a good job with just 2 dusters! I use at least 10. 20

If Billy should come home on the 29th—he can help you and be sure and scrub up kitchen & bathrooms *good* * * * Please also wash off *top* of refrigerator & the shelf in pantry & kitchen * * * *Elinor is fine.*

As Ever, 30

B.

Don't forget to dust under the radiators."

Q. Apparently is oblivious of the tone of her last letter.

The Court: Her complete domination is apparent. 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. When did you return to New York, after your trip to Cedar Beach? A. On the morning of September 2nd.

Q. Did you find Mrs. Pease there when you reached there? A. I am not sure whether I went there from the train or whether I saw her after my office hours. She was there when I got there.

Q. Did you have a talk with her? A. I did. Mrs. Pease said that she would not live with me unless she had control of the checks. I said that the worm had turned and I would not stand any more of this humiliation; that I was going to take charge of my own family. She had a year or two previously, said she could get a divorce from me at any time. She had also, as I stated, in March 1930, said she wanted a separation. In this conversation on September 2nd, I said, "We cannot go on married and unmarried at the same time, and I said a divorce was better than that." She said, "If you want a divorce, it is all right with me."

Q. Did she prepare your meals? A. She did not. She had been away all of the summer. We were at swords points. I remember no discussion about meals until a few days later. On September 4th, she said that I must take all my meals out, which I did. On the next day she said I could eat at my own house only if I gave her \$100.00 a week. I refused to do it, and I never ate another meal in my own home.

Q. Did she make any threats about that time in regard to the officers of your company?

Mr. Kronmeyer: I think he should state what was said. I don't know what "threats" he means.

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. What did she say to you about that time in regard to going to the officers of your company? A. She said if I did not give her the checks, she would go to the officers and see that I had no job and no checks.

Q. Do you know whether or not she consulted an attorney? A. She told me on the night of September 4th, that she had been to see our mutual friend, Mr. Arthur King, who is an attorney and that she realized that he was my friend, and that she merely went to sound him out.

10

Q. Will you go on and tell in detail, the events which occurred between you?

The Court: What is the date of that separation agreement?

Mr. Kronmeyer: June 8th, 1932—the agreement for support.

20

A. The exact dates are hard to fix. I determined about a week later that I was going to direct the family activities as I wished. I had never wanted to move to New York from Montclair. I had never changed my voting residence from Montclair, or my church membership. I had friends in Montclair for years. I told Mrs. Pease on September 11th that we were going back to Montclair to live. I told her that I was going to see the agent about sub-letting the New York apartment, and I did so, either directly, or through a friend; I am not sure. I then, on the 14th of September, and again on the two weeks from that date, went to Montclair and looked for rooms. The first time, on September 14th, I think I went alone, and on the 28th, my son went with me. I did go to Montclair and went to the block and

30

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

10 the adjoining block where we had always lived, and looked at rooms in three different residences. I did not look at apartments at that time, for reasons which I can give if I am permitted. I then went back and told Mrs. Pease about a week after the 11th, that I had determined that we should go to Montclair, and that I wanted her and the children to go back with me. I told her that I was going to operate the family affairs as I wished to operate them, and that we were not going to stay in New York any longer.

The Court: What did she say?

20 A. She said she would not live in Montclair and that she would not go back with me. At a later conference, and I am not sure of the date of that, Mrs. Pease said that if I got an apartment in Montclair, of equal luxury with the New York apartment, that she would go to Montclair. I told her that I couldn't get an apartment at Montclair; I could not afford it at that time, until the New York apartment was let, and that later on I would get an apartment, and I called her attention to the fact that she was not permitting me to eat in my own house and that I was eating in a rooming house. She said she would not live in a boarding house and would not permit the children to. 30 The agent for the apartment had told me that she had refused to let him show the apartment. Thereafter, I advertised the apartment in the New York paper for rent.

Mr. Kronmeyer: He is now referring to an agent.

40 The Court: Is there any doubt that

Mr. Ferdinand H. Pease—Petitioner—Direct.

she refused to get out of the apartment?

Mr. Kronmeyer: Yes, your Honor please, she was willing to go. I will withdraw that objection.

Q. Did she say anything to you about showing the apartment to prospective renters? A. She said to me that she would not show the apartment or let me show it. 10

Q. Do you know whether she employed an attorney or not, at this time, or about this time? A. I don't know of my own knowledge.

Q. Didn't she tell you that she had employed a man by the name Pellet? A. No, she did not.

Q. You did learn it, however, did you not? A. I learned it.

Q. Did Mrs. Pease, at any time after her return, up to the period that you have covered, mention this letter which she had sent you or express any wish to become reconciled or any sorrow for the terms in which she had addressed you in that letter? A. She did not. Her attitude was exactly the same and the discussion of the trip to Montclair was in the same tone. There was another conversation about going to Montclair, just before I left for Montclair. About the 8th of October, I told Mrs. Pease that I had engaged temporary rooms in Montclair, at #129 Lincoln Street, which was within a block of our old residence, and that I wanted her and the children to go, and that we were going Saturday, which was October 11th. Mrs. Pease said, "Let our lawyers discuss that." On October 8th, which was before the date I had determined to move, I asked Mrs. Pease to give me my insurance policies, and she said she would not; that they were hers, and she accused me of stealing things 20 30 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

from her; said that I had broken into her desk and her bureau, and her closet, all of which were absolutely false. On October 11th, I again said, "I am going to Montclair today, are you coming?" She said "No!" I asked each of the children to go with me, and they said they would stay with their mother. When I
 10 asked my son to go, Mrs. Pease locked the door containing his clothes and put the key in her pocket and said, "He will not go." I therefore continued to pack, and on October 11th, 1930, I moved to #129 Lincoln Street, Montclair, N. J., and have lived there ever since.

Q. Had she, previous to that, on or about the 9th, made some accusations against you in the presence of the children, with regard to a
 20 "blonde" as she expressed it? A. Well, her accusations sounded a good deal alike. We were quarreling all through the month, and her expression was that I was spending money on "that blonde."

Q. About a conversation of that sort in the presence of the children, do you recall anything of that sort? A. That conversation in October was in the presence of the children. She had repeatedly called me a "liar and a hypocrite" and said, "We know that during the past years
 30 you have been spending money on women!" This was in the presence of my children.

Q. What did you do in regard to engaging rooms in Montclair? A. I think it was on the 28th of September, that I told Mrs. Madison—

The Court: How many rooms did you engage?

Witness: I didn't know how many
 40 rooms I would need. I was not sure

Mr. Ferdinand H. Pease—Petitioner—Direct.

whether my wife and children were coming. I asked if she had rooms which would accommodate my wife and two children. She said she would look. She had two front rooms on the second floor available, and if that would not be enough, she said my son could share her son's room which was very large. I asked her to give me the refusal of them until I knew what I would want. She said that she would do so, and I don't know whether I telephoned her the day before or whether I simply went out there and took one of the rooms.

10

Q. What money arrangement were you making for your family during this time, between September 2nd and October 11th? A. I was paying all the family bills, but I was passing on what my wife and children would spend. I was paying rent; I was giving my wife money for the table; I was paying the light and gas, I bought all new clothes for my children, and was in general providing as a husband and father.

20

Q. Was there any dispute between you as to the amount which you would turn over? A. There were daily disputes. Early in September Mrs. Pease demanded at one time, \$300.00; at another time \$200.00. Each time I would give her perhaps \$50.00. Those disputes were constant during September.

30

Q. Your son had an accident about that time, didn't he, which brought you and Mrs. Pease together, after you left on October 11th? A. The very next day, on the 12th or 13th of October, 1930, most unfortunately, my son fell, on his roller skates, and got a very serious

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

gash. Mrs. Pease telephoned me, and I immediately sent a New York Life doctor to see him and he took care of the wound. I was there when he sewed it up.

10 Q. Did you have a conversation with Mrs. Pease on that day? A. I told Mrs. Pease where I was living, and asked if she would come, and she made no answer.

Q. What did you say about the rooms? A. I told her the rooms were available and were empty.

20 Q. When did you see her again? Within a week or two? Didn't she call at your office? A. On October 26th, I think it was, she came to my office and said that she must have more cash and that if I didn't give her more money, she would go in and see one of the officers of my company about my treatment of her.

Q. I show you a letter bearing date October 31st, purporting to come from one William J. Schmitt, Attorney-at-Law; did you receive that? A. I received that letter.

Mr. Kronmeyer: I have not the least idea of what this is.

The Court: Find out if your client employed a lawyer.

30 Mr. Kronmeyer: All right.

Q. I offer the letter in evidence. (Received and also marked in evidence P-15, having been attached to last exhibit P-15).

Q. The letter reads:

October 31, 1930.

"Dear Sir:

40 Your wife has consulted me in regard to her domestic difficulties. I would be

Mr. Ferdinand H. Pease—Petitioner—Direct.

pleased to interview you at my office on Monday, November 3d, at 11 A. M., with the hope of bringing about a possible solution to this matter.

I would appreciate the courtesy of a reply in reference to same.

Very truly yours,
Wm. J. Schmitt." 10

Q. Mr. Pease, what did you do with that letter? A. I referred it to Mr. Arthur King, my attorney in New York.

Q. What further direct contacts did you have with Mrs. Pease during October and November of that year? A. I don't remember any during the Fall of 1930, Mr. Cornish.

Q. How about the family needs; were you taking care of that by direct payments? A. I was sending regular checks to Mrs. Pease for the cash expenses of the house, so much a week, and I was paying the rent and all family bills. 20

Q. Did you get something for your daughter about that time? A. I was constantly getting my son and daughter an outfit of clothes during the Fall of 1930, and other articles which Mrs. Pease was demanding for the house.

Q. Did your daughter call you up in regard to a coat that you sent her? A. I don't remember the telephone call. 30

Q. Did you hear from her in regard to it? A. I heard from her in regard to a coat that she said she needed.

Q. What did you do? A. I said I would get a coat and asked her to go with me. She said she could not. I did the best I could to pick a coat and sent from Wanamakers. The first coat was returned to me as unsatisfactory, and 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

I thereupon sent a different coat, which was again returned to me, and I think a letter written to me at that time.

Q. Did you receive a letter from your daughter on or about December 9th?

10 The Court: How is that binding on the defendant wife?

Mr. Cornish: The daughter was living with the mother and her attitude is important.

The Court: Why not wait until she is under cross-examination?

Mr. Cornish: It is a part of our case, it seems to me, because a part of the charge is the alienation of the children's affections.

20 The Court: I don't see how a letter written by the daughter is material.

Mr. Cornish: It is apparent from the contents of the instrument that its hostile tone is evidential.

The Court: Later, you may show that.

30 Q. Mr. Pease, did you receive a letter from Mr. Max D. Steuer on or about January 7th, 1931? I show you that letter; did you receive it? A. I received that letter.

Q. I offer it in evidence. (Received and marked P-16).

Q. This letter is addressed to Mr. Pease, dated January 7th, 1931 and reads:

“Your wife, Mrs. Blanche Pease, has conferred with me concerning the present differences existing between you.

40 I would be glad to have your attorney take the matter up with me for the pur-

Mr. Ferdinand H. Pease—Petitioner—Direct.

pose of determining whether adjustment can be made without the necessity of litigation.”

A. The mention of that name reminds me of another item in October 1930. I think it was rather, September, one of the first two days that Mrs. Pease was back from the summer vacation; that is September 3rd, 1930, that she said that she demanded that I give her the checks and that she had an appointment with the Secretary of Calvin Coolidge in Boston, and it so happened that he was a Director of the company that I worked for. 10

Q. What did you do with that letter of Max Steuer? A. I referred it to Mr. King, my attorney.

Q. Did Mrs. Pease call on any of the officers of your company, to your knowledge? A. She did. 20

Q. On whom? A. She didn't see them, except Mr. Louis Cook, the General Counsel of my company.

Q. He is your Superior? A. Yes, sir.

Q. Now during the succeeding months, up to February, did you receive any communications from Mrs. Pease? A. Yes. There was an incident in January, 1931, that has a bearing on this. I had made every effort to see my children up to this time, in January, 1931. My son had been calling almost regularly on me at my office. For a week he had not called, and I telephoned to his school to find out if he was there. He was not there. He then telephoned Mrs. Pease, and she told me that both my children had been very sick for a week with the 'Flu. I asked if she had a doctor, and she said 30
40

Mr. Ferdinand H. Pease—Petitioner—Direct.

she did not know if I would pay for it. I sent Dr. Findley up to the apartment immediately, and I went up there at the close of business on that day. That's the only time I was ever in the apartment.

10 Q. I show you some letters; the first dated March 6th, 1931; the second, of which the envelope is dated June 16th, 1931; the third with its envelope dated June 17th, 1931, and the fourth dated July 8th, 1931, and ask you if you recognize the handwriting and signature? A. Yes; all in my wife's handwriting, signed by her, and I received them.

Q. I offer those in evidence. (Received and marked P-17—P-18—P-19 and P-20, respectively.)

20 Q. I show you a letter dated November 10th, 1931, and another dated November 12th, 1931, and ask if you recognize the handwriting. A. Yes, my wife's handwriting; except the little slip in my handwriting.

Q. I offer those in evidence. (Marked P-21 and P-22 respectively).

30 Q. Mr. Pease, I show you letters, one with the envelope attached, bearing date on the postmark, November 27th, 1931; the next with the envelope attached, bearing the date of December 1st, 1931; the third bearing date of December 16th, 1931; the fourth bearing date January 14th, 1932, and the fifth bearing date January 27th, 1932; the sixth bearing date February 9th, 1932; the seventh without date; the eighth bearing date February 16th, 1932; the ninth bearing date February 24th, 1932, and the 10th bearing date March 12th, 1932; the 11th bearing date August 3rd, 1932, and ask if you recognize the handwriting and the signature on

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

those letters, and whether you received them on or about the dates mentioned? A. They are all in my wife's handwriting and signed by her, and I received them, including the one without date.

Q. I offer them in evidence. (Received and marked from P-~~32~~₃₃ to P-~~22~~₃₂ respectively, inclusive). 10

The Court: What are the material parts?

Mr. Cornish: They are primarily demands for money. I do not want to read them all. I am introducing them to show the dealings between the parties during the two year period following October 11th, 1930.

Mr. Kronmeyer: I object—it is improper, irrelevant and immaterial. 20

The Court: I think they are admissible.

Q. I call for the production of letters bearing dates April 13th, 1931; December 2nd, 1931; January 16th, 1932, February 13th, 1932; March 16th, 1932, and March 23rd, 1932.

Mr. Kronmeyer: I have a few letters, about three. 30

The Court: Put in your secondary evidence.

Q. I hand you copies of letters of the dates which I mentioned, addressed to your wife, signed by yourself, and ask if those are copies of letters which you mailed to her on or about the dates I mentioned? A. Yes, those are the letters which I sent. 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. I offer them in evidence. (Received and marked, letter dated April 13th, 1931 "P-33"; letter dated Dec. 2, 1931 "P-34"; letters dated January 16th, 1932, February 13th, 1932 and March 16th, 1932 marked in group "P-35" and letter dated March 23rd, 1932, "P-36".)

10

The Court: What is the object of the letters.

Mr. Cornish: Mainly to show the dealings between the parties during this period; for two years following October 11th, 1930. It is an important part of the case.

Mr. Kronmeyer: Your Honor please, I would like to make the same objection.

20

The Court: I will permit the letters to go in.

Q. Mr. Pease, did you have a call from Mrs. Pease on or about April 14th, 1931? A. Yes.

30

Q. Will you tell what happened during that call. What was the occasion for it? A. She was demanding more money as a regular allowance. I was sending her checks for the bills at the house. She came to my office in April 1931, and said that I must increase that allowance, I think, to \$75.00 a week. She stayed in my office from about eleven in the morning until three in the afternoon, and she threatened that if I would not give her this additional money, she would go—

Mr. Kronmeyer: I object—

The Court: What did she say?

40

Witness: She said, "If you do not give me this additional money, I will go in and

Mr. Ferdinand H. Pease—Petitioner—Direct.

tell my story to one of the officers of your company!"

Q. When did you next see her as far as you recall? A. I think I saw her in June, 1931 before she went away for the summer.

Q. What was the occasion of that visit? A. She came down in June to demand that I carry the expense of the trip of herself and the two children, to Cape Cod for that summer of 1931. I told her that I did not want the children to have any further association with Mrs. Cook; that I would take the children to my parents' home in Vermont and give them their vacation there, in the summer; that I would not pay for their sojourn at Mrs. Cook's house in Cape Cod. 10

Q. Did she call on you again on or about the 30th? A. She returned to my office a few days after that, and slapped down on my desk a letter from each of my children, relating to that subject. 20

Q. I show you two letters and ask if those are the letters which Mrs. Pease delivered to you on that occasion? A. Yes.

Q. And in whose handwriting is this one which I now show you? A. In my son's handwriting. 30

Q. Is that his signature? A. Yes.

Q. The letter reads:

"Dear Daddy,

I think it's pretty mean the way you treat mother. She has worked hard all winter and she deserves a vacation. You're crazy trying to tell me that I wouldn't like Cape Cod. The last time I 40

Mr. Ferdinand H. Pease—Petitioner—Direct.

was down there I had a swell time. I'm not going to Abnaki or Cedar Beach or any place else in Vermont and if you don't let us go to Buzzards Bay, you will be very sorry.

Bill

10

P. S. I wrote what I say here myself in case you didn't think so."

Q. I offer it in evidence. (Received and marked P-37).

Q. I show you another letter, one of the two which I showed you previously, and ask in whose handwriting and signature that is? A. In my daughter's handwriting and signed by her.

20

Q. The letter reads:

"Dear Daddy:

I don't want to go to Cedar Beach Vermont or any other place where I am not happy.

In all your letters you say you love me but I don't see how you have proven that and if it were really true you would let us go where we love to be at the Cape. I am 11 yrs. old and can see a few things for myself. Mother did not kick you out you walked out yourself & left us and I shall always stay with my mother because she has been so good to me.

30

Elinor."

Q. I offer it in evidence. (Received and marked P-38).

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. Mr. Pease, are those conferences which you testified to and the letters which have been put in evidence, do they represent all of the contact which you had with Mrs. Pease during this period from October 11th, 1930, to October 11th, 1932, so far as you recall? A. The only direct contact, yes, sir.

Q. You had an attorney during that period, and he had some contact with her attorneys? A. That's correct.

Q. On or about May 27th, 1932, did you receive that letter which I hand you? A. I did.

Q. I offer that letter in evidence. (Received and marked also P-38, having been attached to last exhibit #P-38).

Q. What did you do with that letter? A. I referred it to my attorney, Mr. Arthur King.

Q. Subsequent to that letter, were there negotiations in regard to a money settlement with your wife? A. Yes.

Q. Were they consummated on or about the 8th of July, by an agreement, a copy of which I now hand you? A. Yes.

Mr. Kronmeyer: I have the original agreement. I don't know whether this is a copy or not.

Q. I offer it in evidence. (Received and marked P-39).

Q. What were your relations with your children during this period between October 11th, 1930 and October 11th, 1932, between the date of this agreement July 8th, 1932? A. In the early part of that time, my son made every effort to keep in touch with me. He came almost daily to my office for some time. He then came frequently to my office. I made every possible

Mr. Ferdinand H. Pease—Petitioner—Direct.

10 effort to see both my children without going to the apartment and seeing them in the presence of their mother. I went to both their schools and tried to meet them on various occasions as they left school. The contacts with my daughter ended I think, about the beginning of 1931. I don't think I saw her after that date until today. The contacts with my son were occasional until the summer of 1932, when they went away.

Q. You heard from them occasionally, did you? A. I have certain letters from the children, yes, sir.

20 Q. I would like to have Mr. Pease identify the letters from his children. I hand you here with a file of correspondence and ask you to identify those and tell me whether you received them on or about the date of the letter, in each case. A. I did.

Q. Some time in February, 1931, there was a letter addressed to your wife by your attorney, concerning a money settlement. I simply want to know whether you are familiar with the contents of that letter? A. I remember there was such a letter. I don't remember it in detail. I don't remember the gist of it.

30 Q. During the period between October 11th, 1930 or between September 2nd, 1930, when you began to deposit the checks in your own account, and July 8th, 1932, what did you expend for the support of Mrs. Pease and your two children, year by year. A. During that time I was paying the rent on the apartment at \$4,000.00 a year with one month's allowance. In addition to that, as nearly as I can recall, I spent approximately \$1,700.00 for the balance of 1930, the last four months; approximately \$3,400 during 1931, and I think approximately

40

Mr. Ferdinand H. Pease—Petitioner—Direct.

\$1,500.00 during the first half of 1932 in addition to the payment of the rent.

Q. I show you a batch of checks, all of which bear your signature, and ask if those checks are checks given in payment of the family expenses during that period? A. Yes, but they do not cover all of the expenditures.

Q. How much divergence is there? A. The only checks I can find during the last four months of 1930 total about \$1,000, whereas I identify the total as about \$1,700.00. During the year 1931, I found \$3,200.00 in checks outside of rent, as against about \$3,400.00 which I think I spent, and in the first six months of 1932 I identify about \$1,300.00 in checks as against about \$1,500.00 which I spent for that purpose.

Q. The balance of the expenditures not shown by these checks were how made? A. In cash.

Q. I offer these checks in evidence. (Received and marked P-40.)

The Court: Any objection?

Mr. Kronmeyer: No, I won't raise any objection.

Q. What was the situation at the time of the sending of this letter in February, 1931 to Mrs. Pease, in regard to her conduct toward you, and her conduct in respect to others with respect to you? A. It had become increasingly unbearable, and the letter expressed a plan of some adjustment of the money difficulties and my difficulties in seeing the children. She was demanding additional moneys for her own use. As I have testified, she demanded more money continuously, and I have testified that she came to my office in April, 1931 in that respect.

Mr. Ferdinand H. Pease—Petitioner—Direct.

Q. What threats had she been using to induce you to pay her more? A. She made these threats to tell tales about me to my employers at that time.

10 Q. Now, coming down to 1932, after receiving this letter from Mr. Philip Dunn, an attorney, in May, what was the situation then as between you and your children? A. I don't follow you as to dates.

Q. At the time you received this letter from Philip J. Dunn, in May, 1932, and from then on, down to July 8th, what was the situation as regards your children? A. I was unable to see my children in any way. Mrs. Pease said I could see them at the apartment and nowhere else. I was unwilling to see them there and was therefore unable to see them. The conduct regarding demands for money continued.

20

Q. Was any promise made to you in regard to your children in the event that you executed such an agreement? A. Only as expressed therein.

Q. What, if anything, was said by Mrs. Pease to you between October 11th, 1930 and October 11th, 1932, with regard to her conduct prior to October 11th, 1932?

Mr. Kronmeyer: I object—

30 The Court: Have you finished your question? Bring it out directly.

Q. Was any effort made by Mrs. Pease at any time after October 11th, or after September 2nd, 1930, to bring about a restoration of proper marital relations? A. None whatsoever. On the contrary, she showed increasing hatred and hostility.

Mr. Kronmeyer: You say this is October 11th, 1930?

40 Mr. Cornish: After October 11th, 1930.

Mr. Ferdinand H. Pease—Petitioner—Cross.

Cross Examination by Mr. Kronmeyer:

Q. Mr. Pease, you say it was on October 11th, 1930 when you went to Montclair? A. Yes, sir.

Q. What did you do on that day in the way of packing? A. I took only my personal belongings. 10

Q. Put them in valises? A. Yes, sir.

Q. Tell the exact conversation that took place on that day with you and your children, what your children said and what your wife said and what you said? A. I stated that morning that I was going to Montclair that day, and I asked my wife if she was coming with me. She said that she would come only—

Mr. Kronmeyer: Excuse me a minute. 20

Give the exact conversation that took place. What was said by you and the children and her?

A. Mrs. Pease replied that she would go to Montclair only if there was an apartment equally luxurious as the one in New York. I told her that I was going to #129 Lincoln Street to Mrs. Madison's house. I asked her to get my overcoat out of her locked closet, to pack. She said I couldn't have my coat unless I paid her \$60. I asked my son Billy if he would come with me, and he said his mother would not let him. I said to my daughter, "Elinor, I want you to come too, Elinor," and she said, "No, I will stay with my mother." As I got to the door, my daughter had been crying bitterly; this was early in the morning, and I asked my wife to please comfort my daughter and not have her suffer as she was suffering. As I left the apartment 30
40

Mr. Ferdinand H. Pease—Petitioner—Cross.

at the door, I said to Mrs. Pease, "Be a sport and kiss me goodbye." She said, "I would not kiss you for a million dollars. I have suffered for eighteen years," I think she said, and I replied that I had suffered for ten. I don't recall any further details of that conversation that morning.

10 Q. What you did say was, "Be a good sport and kiss me goodbye?" A. I did.

Q. And when you went from the apartment at #322 Central Park West, where did you go that morning? A. I took the bags in a taxi to the bus station.

Q. Where did you go? A. To Montclair.

Q. Whereabouts? A. #129 Lincoln Street.

20 Q. What is #129 Lincoln Street? A. That is the residence of Mrs. Louise Madison and her family.

Q. A boarding house? A. Yes.

Q. How many rooms did you occupy? A. One.

Q. And you have occupied one since that day up to the present time? A. One room, yes.

Q. And you asked your wife then on October 11th, to go with you? A. Yes.

Q. Although you only had one room out there? A. I had the refusal of two rooms and a part of another.

30 Q. Isn't it a fact that this place in Montclair where you are boarding and have been boarding since October 11th, 1930—isn't it a fact that the neighborhood, that there are colored families living in that neighborhood? A. Within the block there are.

Q. And the condition of the premises—has there ever been any complaint about cockroaches and rats and other things? A. Not since I have been there, and never to my knowledge.

40 Q. Didn't your son go to see you at Mrs. Madi-

Mr. Ferdinand H. Pease—Petitioner—Cross.

son's home after October 11th? A. He stayed one night with me.

Q. Why did he leave? A. He was there for the night.

Q. Did he say anything as to why he left? A. No.

Q. Did he complain about the room that he was to occupy being infested with rats and cockroaches? A. That's perfect nonsense. 10

Q. Have you any other residence, Mr. Pease? A. No.

Q. No other residence in New York City? A. No.

Q. You go there every day after business? A. I do not. I have dinners in New York and go there every evening.

Q. Mr. Pease, I show you this letter of "Tuesday," the date on there I believe it is June, 1927, is that in your wife's handwriting? A. The date on that is in my handwriting. 20

Q. When did you put that on? A. When I turned it over to my attorney.

Q. When you turned it over to your attorney you put the date on? A. I did, to identify it.

Q. Did you answer this letter? A. May I see it? I was in regular correspondence with my wife at that time. I don't remember answering that particular letter. 30

Q. You will notice upon this letter, your wife refers to Mrs. Cook, don't you? A. She refers to Mrs. Cook, yes.

Q. She also refers to Florence and Bing. Who is "Bing." A. Royal E. Bingham, a friend of mine in Vermont.

Q. She also refers to a "Huntington trip." What is that, a trip that you made? A. Huntington is a town near our camp in Vermont, 40

Mr. Ferdinand H. Pease—Petitioner—Cross.

where we frequently go into the Green Mountains.

Q. And you also notice that your wife was very happy about your making a speech at a dinner of the New York Life Insurance Company. A. Yes, she was.

10 Q. And you will notice at the end of that letter, that your wife says, "Sometimes it takes a great sorrow to bring people to God." A. Yes.

Q. And isn't it a fact that your wife attended the Congregational Church with you? A. When we first went to Montclair, yes.

Q. Didn't she attend the Church on Fifth Avenue with you? A. Never.

Q. Did she ever attend the Presbyterian Church with you? A. In the early days of our marriage.

20 Q. She also attended the Episcopalian Church, didn't she? A. Up to 1919, yes.

Q. She also went with you at times to the Jewish Synagogue, didn't she? A. Yes.

Q. And to Catholic churches, didn't she? A. I don't remember.

Q. Now, did you at any time criticise your wife for trying to correct the children about their table manners? A. I presume so.

30 Q. And your wife in this letter of July, 1927, said that you should try to be strong with the children and that you would get much better results, didn't she? A. I will take your word for it that it is in that letter she said that, yes.

Q. Mr. Pease, and now as I understand it, at the outset of your examination, you said that the attitude of your wife towards you was changed after your daughter was born in 1919 or 1920. There was a change then? A. Yes, sir.

40 Q. And then you say that the cause of your difficulties with your wife was mainly due to

Mr. Ferdinand H. Pease—Petitioner—Cross.

money matters, is that right? In the period after 1921? A. Yes sir; not entirely, but partially.

Q. And I understood you to say that in 1921 or 1922,—if I am wrong about the date please correct me, your wife, while you were at Cedar Beach, spoke to you about your stenographer, is that right? A. We talked about her, in the summer of 1922.

10

Q. And your wife told you then about getting rid of her, didn't she? Suggested that you get rid of her? A. I said that I offered to have her discharged.

Q. She was in the same office where you had been employed at one time, isn't that so? A. Yes.

Q. And then after that, you formed a partnership with Pit Mason, is that right? A. Yes.

20

Q. And she went with your firm there? A. Yes.

Q. And how long did your partnership with Pit Mason continue? A. Until October, 1921, to the end of 1922.

Q. And after 1922, what did you do? A. I occupied the same office I had had with him until I went to the New York Life in February, 1923.

Q. And while you occupied the same office with Mr. Mason, until you went to the New York Life, was this lady still in your office? A. She was still in Mr. Mason's office.

30

Q. And then when you went to the New York Life, she was employed there? A. Never.

Q. She never was employed in the office of the New York Life Insurance Company? A. Not to my knowledge. I have never seen her since 1923.

Q. Now, you mention one occasion when you attended the church of Mrs. Ellen Cook, is that right? A. Yes, sir.

40

Mr. Ferdinand H. Pease—Petitioner—Cross.

Q. When was that? A. February, 1925.

Q. Was that the first time you met Mrs. Cook?

A. Yes; I didn't actually meet her that night.

Q. Was that about the first time that your wife met Mrs. Cook? A. No, Mrs. Pease had been to prayer meetings and told me about them, and urged me to go.

10 Q. In your petition in this matter, you say, don't you, that your wife met Mrs. Cook in 1921 and that from that time on quarrels existed between you and your wife? A. I think not.

Q. What is the date you do allege in your petition, as the time when your wife met Mrs. Cook?

A. I don't know. Mrs. Pease met Mrs. Cook in the latter part of 1924 or early part of 1925.

20 Q. And was that the only time that you—by the way, where did you go on this occasion when you visited Mrs. Cook? A. I went to her former apartment or house, on I think, West 88th Street.

Q. That is what? What is that particular place? A. It was a house.

Q. It is known as the William T. Stedman Memorial Center, isn't it? A. Yes.

Q. And that memorial Center conducts churches in five different states. Did you ever read the book "God's World"? A. I have often seen it at my home. I have never read it.

30 Q. Did you ever read the book, "My Son Liveth"? A. I think that was a story in a magazine which I read, yes.

Q. Did you at any other time visit Mrs. Cook? A. I never visited any other meeting at Mrs. Cook's. Later, as I testified this morning, I became acquainted with Mrs. Cook.

40 Q. Did you visit Mrs. Cook at her home at Point Independence? A. The first summer that Mrs. Pease was there at Mrs. Cook's house I went there with her and stayed a day or two.

Mr. Ferdinand H. Pease—Petitioner—Cross.

Q. And you also went to her church up there, didn't you? A. To my knowledge, there was no church. She had meetings in her home.

Q. Did you go? A. I did not.

Q. On no occasion? A. Never.

Q. So the only time you went to any church or meeting of Mrs. Cook's was the one time you testified to? A. Yes. 10

Q. That was the only time? A. Yes.

Q. When you married Mrs. Pease, your wife, she was living in Washington, wasn't she? A. Yes.

Q. At what hotel? A. I will identify it immediately if you will tell me. I cannot think.

Q. Where were you living? A. In an apartment on "K" Street, near 14th and the hotel was on the corner of 14th and K. 20

Q. It was across the way from where you were living? A. Yes, about.

Q. And for how long a time previous to your marriage did you know your wife? A. Why, before our marriage I knew her approximately two years. I don't remember exactly.

Q. You knew her grandmother? A. I did.

Q. What was her name? A. Ellen F. Powers.

Q. And you knew her grandmother was a spiritualist, didn't you? A. I did not. 30

Q. You never learned of that? A. Mrs. Pease told me that her grandmother was interested in spiritualism. After the death of the grandmother is the first time I recall hearing it, which I think was about 1921.

Q. And you went, at the death of Mrs. Pease's grandmother, you went with Mrs. Pease, your wife, and who else, to Boston on that occasion? A. I went to the funeral in Massachusetts and Mrs. Pease's mother and step-father and Aunt 40

Mr. Ferdinand H. Pease—Petitioner—Cross.

and Uncle were in the party. I don't remember whether we all went together.

10 Q. When was the first time that you learned that your wife was interested in spiritualism? A. The first time that I recall was while she was in the hospital after my daughter's birth, when this article that you refer to, "My Son Liveth", appeared in a magazine, which we both read while she was in the hospital.

Q. Did you know a Mrs. Forest? A. I have met Mrs. Forest, yes.

Q. On 86th Street, New York? A. I believe so.

Q. And was Mrs. Forest a spiritualist? A. Yes.

20 Q. You went there with your wife? A. Once with Mrs. Pease in 1924, I think.

Q. No other times? A. No.

Q. And did you go with Mrs. Pease on one occasion to hear a lecture of Conan Doyle, at Carnegie Hall? A. Yes.

Q. You knew he was a spiritualist, didn't you? A. Yes.

Q. You know that spiritualists believe in God, don't you? A. I don't know much about spiritualism. I assume they do.

30 Q. Isn't it a fact that in practically every one of these letters to you, your wife refers to Mrs. Cook? In mostly all of those letters that were produced today? A. They speak for themselves.

Q. Can you show any letters that you wrote to your wife, objecting to any association with Mrs. Cook? A. No.

Q. And isn't it a fact that in every one of these letters she expressed her love for you? A. She does.

40 Q. And as I understand it, you did borrow

Mr. Ferdinand H. Pease—Petitioner—Cross.

money from the Glen Ridge Trust Company, didn't you? A. Yes.

Q. Approximately \$6,500? A. Approximately \$5,000.

Q. And \$1,500 on your policy?

The Court: Why shouldn't he?

10

Q. Isn't it a fact that your wife paid back this \$5,000 to the bank? A. Not a nickle out of her money. I paid it down to about \$1,200, under \$1,200 myself. When the funds were all turned over to Mrs. Pease, most of the balance of the \$1,200 was paid by her checks out of my money that I gave her.

Q. And you said, during a period of time, as I understood it, that you figured the rent at \$100 a month; the household expenses for the year at about \$4,000, in your opinion? A. I gave my opinion of a total of \$6,000 at the outside.

20

Q. Isn't it a fact that there were other bills outside of this indebtedness to the bank that your wife had to pay? A. Not one.

Q. Isn't it a fact that it is mentioned in the very letters that were produced here today, of other bills which your wife was obliged to pay? A. Incidental bills that she refers to.

30

The Court: When are the bills contracted that are referred to in that letter in which she tells you not to send any more "Montclair bills?"

Witness: Those were bills that had just been received at that time.

Q. And you made mention of some instance, referring to Calvin Coolidge, didn't you? A. The first day that Mrs. Pease came back from

40

Mr. Ferdinand H. Pease—Petitioner—Cross.

her vacation in September, 1930, she said that she, having just come from Cape Cod, had seen the Secretary of Coolidge in Boston, and had an appointment to see Coolidge.

Q. Isn't it a fact that the Coolidge family lived next door to your parents' home? A. Mrs. Coolidge did.

10 Q. Do you know whether or not Mrs. Coolidge was interested in spiritualism? A. I do not.

Q. They lived next door to your parents, didn't they? A. Yes, and were members of my parents' church, the Congregational Church.

Q. Do you know Dr. Jowett? A. I had met him before his death.

Q. Who was he? A. Pastor of the Fifth Avenue Presbyterian Church, prior to 1915.

20 Q. Did you attend that church frequently? A. When we lived in New York we used to attend frequently.

Q. You and your wife? A. Yes.

Q. Did you say it was 1924 or 1925 when your wife formed an acquaintance with Mrs. Cook? A. It was just prior to when I went to the meeting in 1925.

30 Q. So it was not 1921, as alleged in your petition? A. It was not in 1921. I don't know what the petition says. That's my best recollection; as a matter of fact, I don't know when she first saw Mrs. Cook.

Q. And between the period from 1925 to October, 1930, there were times when you went to Point Independence, weren't there? A. I was there in 1926, 1927, and 1928.

40 Q. And the other times that you were not there, you were with your son, Billy, at Cedar Beach? A. My son was in a camp near Cedar Beach in Vermont, and I would see him there

Mr. Ferdinand H. Pease—Petitioner—Cross.

and spend my vacation at Cedar Beach in Vermont with my parents.

Q. You will note also in some of the letters, that your wife made reference to her desire for you to have a longer vacation than the vacation you did actually receive, isn't that so? A. She says that in one letter.

Q. And your wife objected in the letter to your borrowing further moneys, didn't she? A. That reference was to a loan, as I recall, that I made from my sister up in Vermont, in order to get home, because the check from my wife did not get there in time to get me back to New York. 10

Q. You mean to say that your wife, for a period of eighteen months, refused to have intercourse with you, and wanted to dominate the financial end of the house, and you, a lawyer, willingly gave up every penny that you had to your wife, and just kept a few pennies for yourself, is that right? A. That's true. 20

Q. And the eighteen months that you have reference to, when was that? A. I am not sure, but it included the period of the letter which she wrote to my parents, and I would say it was the year of 1927 and half of 1928.

Q. Did you and your wife, during that period, occupy the same bed? A. Yes, except on her vacation in the summer. 30

Q. And you had meals every evening with your wife, when you returned from work? A. Yes.

Q. And your wife made very fine meals, didn't she? A. No.

Q. All right. Did you, as an official of the New York Life Insurance Company, you had dinners without expense to yourself at the New York Life Insurance Company, didn't you? A. Lunch at noon. 40

Mr. Ferdinand H. Pease—Petitioner—Cross.

Q. Did you have dinners at night? A. We had suppers at night.

Q. Well, did you phone your wife on occasions that you couldn't get home, that on account of pressure of business, she should not wait for you; that you were going to have dinner at the New York Life? A. They served no meals at night. I had suppers at home with my wife.

Q. Were there times when you didn't come home to supper and phoned your wife that you couldn't get home? A. During what period?

Q. During the period from 1921 to 1930, at any time? A. Undoubtedly there were nights when I was not home.

Q. Were there any times that you would come home at twelve, one, two and three o'clock in the morning? A. Why, I was undoubtedly out late certain nights.

Q. I will specifically mention, during the early part of 1930 or during any time from the first of January to October 11th, 1930, were there any times when you came home at twelve, one, two and three o'clock in the morning? A. No.

Q. At no time during that period, and slammed the door at two and three o'clock in the morning? A. Not after twelve o'clock, no. I didn't keep track of the time.

Q. Did you keep track of these letters that you have produced? A. I kept the letters, yes.

Q. And you managed to know the dates when these letters were received, although they were never mentioned.

The Court: Every one has a post-marked envelope except one.

Q. And Mr. Pease, while you said you don't know the exact time when your wife became

Mr. Ferdinand H. Pease—Petitioner—Cross.

acquainted with Mrs. Cook, that you are of the opinion that it was 1924-5? A. Yes, that is as nearly as I can fix it. It was after the death of her grandmother, after 1921, and before I attended the meeting in 1925.

Q. Your petition says that your wife, in 1923 began to withdraw from association with you and your friends. A. I don't know what the petition says at the moment. 10

Q. The petition I assume, you gave to your attorney to prepare, which I assume he did? A. I did.

Q. When your children were sick, Mr. Pease, you always had doctors, medical doctors, to take care of the children, didn't you? A. What period do you refer to?

Q. At any time when the children were sick? A. When I was living at home, if they were seriously sick at all, we had doctors, with one exception. 20

Q. What is the exception? A. When my daughter had the measles. I will try to fix that date. I think it was in the—well, it was after 1925. Mrs. Pease would not have a doctor, but said that she had advice as to how to take care of her, and I kept in touch with the doctors at my office, reporting to them, telling the condition she was in, because Mrs. Pease refused to have a doctor. 30

Q. But you did have doctors? A. At other times.

Q. But you had doctors at that particular time. Didn't you have Dr. Weston when she had whooping cough? I am referring to the time that you said in direct examination I believe, that she had trouble with the ear. A. That was 1929.

Q. Do you know Dr. Richardson? A. Yes. 40

Mr. Ferdinand H. Pease—Petitioner—Cross.

Q. One or two Osteopaths did you have? A. Prior to that time.

Q. Do you know Dr. Ringsland? A. Dr. Ringsland was the family doctor for the births of the two children.

10 Q. You knew Dr. Moretsky in New York? A. I don't know that name at all.

Q. Do you know Dr. Cohen? A. No, I do not.

Q. In one of the letters that were produced, or maybe two, reference is made to money being sent to your parents for board at Cedar Beach. Did you reply to those letters? A. To Mrs. Pease?

Q. Yes. A. What year are you referring to?

20 Q. I cannot specify the years. A. Mrs. Pease and I were in ordinary correspondence during the summers up to 1930, at all times. I don't know what letter you refer to.

Q. Well, you have read over these letters, haven't you, Mr. Pease? A. Yes.

Q. Can't you recall any letter or letters in which reference is made by your wife to board being paid for yourself and your children, while staying at your parents' place at Cedar Beach? A. I don't recall any such letter.

30 Q. Will you look at this postscript on this letter. It says, "how much to give your mother for 'B's' board." Did you answer that letter? A. I am trying to see the date on it.

Q. I think that's the letter in July 1930. I am asking you whether you answered that letter? A. I believe I did.

Q. What did you say in answer to this paragraph about paying for "B's" board, your son, Billy, at your parents' place at Cedar Beach? A. I don't know what I said.

40 Q. Will you produce the letter that you have

Mr. Ferdinand H. Pease—Petitioner—Cross.

in answer? A. There are no copies of those personal letters.

Q. Do you recall whether you sent anything? Did you deny in a letter to your wife that there was anything due for "B's" board? A. Not to my recollection.

Q. You refer in your direct examination, Mr. Pease, as I understand it, to a time when you said your wife went and slept with Elinor, is that right? A. No, I said she went into Elinor's room in June, 1930. 10

Q. You are sure that that was not in September, 1930, on the return after Labor Day? A. I am sure she did that in June, 1930, before she went away.

Q. Did you in June, or September, or any part of that year, tell your wife to get out of the room; that she should go in with Elinor, and that you hated your wife? A. I did not. 20

Q. In the presence of your wife and your daughter Elinor? A. I did not.

Q. And your son? A. I did not.

Q. At any time in that year of 1930, do you recall? A. I did not.

Q. Did you ever say to your wife, on any occasion, at any time, that you hated her? A. No.

Q. Now, Mr. Pease, Mr. King was your attorney, wasn't he? A. Yes, sir. 30

Q. Did you at any time tell your wife to see Mr. King, your attorney, to talk over the differences between you and your wife, with him? A. No.

Q. You never sent your wife or requested your wife to see your attorney, Mr. King? A. No.

Q. But you did say that your wife did go to see Mr. King? A. I was told so. 40

Mr. Ferdinand H. Pease—Petitioner—Cross.

Q. At that time Mr. King was your attorney, is that right? A. No.

Q. He was not your attorney then, when your wife went to see him? A. These events were a day or two apart only. The first time she saw him I believe, was just before I saw him, in September, 1930.

10 Q. And at the time of the execution of the agreement between you and your wife, which was offered in evidence, you were represented by whom? A. Mr. King.

Q. And your wife was represented by Mr. Philip J. Dunn? A. Right.

20 Q. Now, Mr. Pease, I don't know whether I misunderstood, but according to examination by your counsel, at various references being made, I didn't quite understand how many times you claim your wife went to see your immediate superior. Who was that? A. Mr. Louis Cook.

Q. He is in no way related to Mrs. Cook in this matter? A. None whatever.

30 Q. How many times in all of these ten years from 1921 to 1930, when the separation took place, did your wife visit Mr. Cook? A. I would say that she met Mr. Cook soon after I went to work with the New York Life, in 1923, and I don't know of her ever seeing him until the time in January, 1931, about which I testified. About that time she saw him twice.

Q. And that was in 1931? A. Yes.

Q. Both times? A. Twice in 1931.

Q. So that is the only time during all these years from 1921 to 1930, that your wife went down to see Mr. Cook? A. Yes.

40 Q. And she didn't see anybody else in the New York Life during that time? A. Not to my knowledge; she saw no officials during that time.

Mr. Ferdinand H. Pease—Petitioner—Cross.

Q. But you don't know what she said, do you?
A. Not of my own knowledge.

Q. Isn't it a fact too, Mr. Pease, that Mrs. Ellen Cook had dinner at your home? A. I remember once.

Q. You were present? A. Yes.

Q. And you had enjoyed yourself that night; had a pleasant time, didn't you? A. I did not. 10

Q. You sat down and ate, didn't you? A. I did.

Q. And Mr. Pease, you knew Mrs. Cook's daughter, didn't you? A. Yes, sir.

Q. She is in court, isn't she? A. Yes.

Q. And you were very fond of her; I don't mean in a wrong sense? A. I think she is a very nice little girl.

Q. She came to your home in Montclair, didn't she? A. Yes. 20

Q. And you used to take her and the other children to the movies, didn't you? A. Yes, sir.

Q. And in the letter, Mr. Pease, of November 19th, 1927, that you refer to, how did you obtain that letter which was written to your father? A. I asked him for it.

Q. How did you know he received it? A. He told me.

Q. When did he tell you? A. Some weeks or months after it was written. I couldn't be sure how soon. 30

Q. Was that the time he turned the letter over to you? A. No, he didn't turn it over to me until—I can't remember. He wrote a letter with it, which I think I have, as to the date that he gave it to me. It was several years after he got the letter.

Q. As I understand it, just previous to 1928, 40

Mr. Ferdinand H. Pease—Petitioner—Cross.

there was a brief period of several months when you didn't turn over your entire income to your wife? A. That's true.

10 Q. And although you say her attitude towards you became hostile, you in January, 1928, as you say, to "appease" the defendant, you again turned over all of your income to her. Is that right? A. That's right.

Q. Now, Mr. Pease, it is not a fact is it, that you assumed the lease of Mrs. Cook at the apartment at New York City as alleged. A. Technically, I had a new lease from the landlord.

Q. You obtained an assignment of Mrs. Cook's lease from the agent of the building, didn't you? A. I insisted on it.

20 Q. But that's what you did obtain? A. Yes.

Q. And that was a lease for how long? A. I think four years.

Q. And that lease was made at what time? A. In the summer of 1928.

Q. It would then expire in the summer of 1932, is that right? A. That's right.

Q. And your separation from your wife occurred on the 11th day of October, 1930? A. That's right.

30 Q. And when you went to Montclair to Mrs. Madison's boarding house, your wife and children remained at the apartment rented by you? A. Yes.

Q. And you continued to pay the rent of that apartment for your wife? A. I did, because I couldn't sub-let it.

40 Q. And that apartment at #322 Central Park West, what did that apartment consist of? A. It was a street floor apartment of seven rooms, most of them very large, with three baths.

Mr. Ferdinand H. Pease—Petitioner—Cross.

Q. And did you have a maid that looked after the cleaning of the apartment? A. Mrs. Pease would never have a servant. A cleaning woman came in when she wished.

Q. Outside of that, Mrs. Pease did the cooking, etc.? A. At her choice she did. She had all this money to spend.

Q. And this was overlooking Central Park, or was it on a side street? A. It had six windows on Central Park.

Q. And the rent you were paying for that apartment, was how much? A. \$4,000, with one month's allowance, until the last year. No allowance the last year.

Q. And as I understand it, after October 11th, 1930, there was an occasion when you went to the apartment which your wife occupied; that is, after the date you went to Montclair? A. I was there once when the children had the Flu. So far as I recall, it was only once.

Q. When was that? A. In January, 1931.

Q. Did you see your wife on that occasion? A. I did.

Q. Did you talk to her? A. At my daughter's bedside.

Q. What did you say to your wife? A. Our conversation was largely indirect, through the daughter. I don't recall the conversation with Mrs. Pease direct.

Q. What was the conversation? A. I said to my daughter that I was awfully sorry to hear that she was sick and I gave her some little gifts.

Q. Was nothing else said? A. I think not. I was there only a few moments.

Q. Was that the only occasion that you called after 1930 and saw Mrs. Pease at this apart-

Mr. Ferdinand H. Pease—Petitioner—Cross.

ment? A. I was never inside the apartment again. I went to the door once or twice with my daughter, walking from school. I never went in.

Q. You said that you tried to see your daughter after this at her school? A. Yes.

10 Q. And didn't your daughter object to your bothering her while coming from school? A. Yes.

Q. And didn't she say that her mother would prefer to have you come to the home? A. Yes.

Q. And that was after October 11th, 1930? A. Her mother said I could only see the children at the apartment.

Q. And you went as far as the door, didn't you? A. With Elinor, yes.

20 Q. Didn't Elinor ask you to come in? A. No.

Q. Didn't Elinor say that she would prefer you to go and see her at the home; that it was embarrassing for her to have her classmates see her meet you like that? A. Yes.

Q. On this particular date, October 11th, 1930, you say your daughter was crying? A. Yes.

30 Q. And she didn't like you to leave, did she? A. I think not.

Q. And your wife was not in the best of moods at that time, was she? A. We were having a violent altercation. As to her feeling about it, I can only judge from her actions and words.

40 Q. And you were rather happy to go, weren't you? A. That's a hard question to answer. I had two children; I was broken-hearted; I was

Mr. Ferdinand H. Pease—Petitioner—Cross.

nervously at the end of my rope. I didn't know what to do.

Q. Why did you ask your wife to "Be a good sport and kiss me goodbye."? A. I thought it was a sporting thing to do.

Q. Now, Mr. Pease, isn't it a fact that during this whole period, and as I understand, you were married in 1912, and up to 1921 or about that time, you and your wife lived happily and then up to 1930, we will say from 1921 to 1930, there were only trivial differences between you and your wife? A. We lived happily until 1920. After 1920, the friction was increasing until 1925. The moment Mrs. Cook was injected into the picture, it increased rapidly. The testimony shows how rapidly the hostility increased up to the final break.

Q. And during this period between 1921 and 1930, there were times when you took your wife out to parties. A. As to parties, in the earlier part of that period, up to about 1925, yes. After 1925 I took her frequently to theatres, but she began cutting off all friends except the circle about Mrs. Cook.

Q. You went to the movies occasionally with your wife? A. Almost every week.

Q. And you had dinner or supper at the home with your wife on almost every occasion? A. Yes.

Q. And your wife sat at the same table with you? A. Yes.

Q. And you at times had pleasant conversations about things, didn't you? A. What period?

Q. Any time. Any time between the period from 1921 to October 11th, 1930? A. There were many pleasant conversations. I did my

Mr. Ferdinand H. Pease—Petitioner—Cross.

best to keep everything of this quarrel out of the childrens' lives and notice.

Q. I am asking you about the times at the home, whether you and your wife had pleasant conversations and pleasant ideas and thoughts and expressed them in words, isn't that a fact?

10 A. As I have described, up to 1925, and decreasingly thereafter.

Q. An emphasis was made on the fact that a letter was produced in which your wife expresses—that she said: "Don't think for a moment that I fear anything." There was nothing for your wife to fear about was there?

A. The meaning of that phrase as I understood it, I will explain it.

20 The Court: Do you want him to explain it?

Mr. Kronmeyer: Yes.

Witness: Her meaning, I don't remember the contents of that letter, but her meaning was that she would live her life and she would have her way in spite of God or man.

30 Q. And she had no objection to your leading your life and attending whatever church you wanted to, did she? A. If you are referring to religion, I would say no.

Q. And she accompanied you to church? A. Yes, within the limits testified to before.

40 Q. And were there times, that is, previous to October, 1930, say within a year or so before, that you and your wife discussed the matter of a divorce at any time? A. She had said in that regard once or twice before the Spring of 1930, that she could get a divorce any time. The

Mr. Ferdinand H. Pease—Petitioner—Cross.

first specific conversation that I recall, was in March, 1930, when, as I testified, she said she was getting discouraged and often thought of having a separate home.

Q. And did you say anything to her that you thought you could get a divorce? A. No.

Q. You didn't? A. No.

Q. You say in June, 1930, your wife, in the presence of your son, used abusive and offensive language. Was anybody else present on that occasion but your wife and your son? A. No.

10

Q. And where was that? A. In the kitchen and dining room of the apartment.

Q. And what was the abusive and offensive language which she used? A. She said that I could not come down to Cape Cod because I didn't act like a gentleman; that she would not ask me down for even a weekend; that the children knew what was going on; that I was spending money on other women.

20

Q. That was all?

The Court: Wasn't that enough?

Witness: That's all I recall.

Q. What did you say? A. I denied her statements.

30

Q. What did you say? A. I said that "I took this apartment in New York in 1928. You said I could come down and see you and Elinor. You let me come down occasionally in 1928; you didn't in 1929, and now you say I can't come in 1930." We ended in a quarrel.

Q. Was that all you said? A. I said that I objected to her and the children going to Mrs. Cook's at Cape Cod, and that I objected to

40

Mr. Ferdinand H. Pease—Petitioner—Cross.

Mrs. Cook and her influence on them, and I also said that I couldn't stand this abuse, her constant threats, and her separation for two months or more in the summer, and our quarrel on that occasion followed the quarrel I testified to this morning. That's all I recall of the conversation.

10 Q. Was anything further said by your wife?

A. I think she said if I acted like a gentleman she would invite me down.

Q. I see you have in your petition a special allegation with reference to a letter written on August 28th, 1930, when your wife asked you to dust the apartment. Your wife at that time was in the country, wasn't she? A. Yes.

20 Q. And as a rule, this New York apartment, during the summer months, with windows open, dust accumulates there, doesn't it? A. Plenty of it.

Q. Was there anything so terrible about her asking you to dust? A. I consider it one of the many humiliating insults.

Q. You said she had no maid? A. That is true.

Q. You could have called someone else in to do that. A. I had no money.

30 Q. You had no money whatsoever? A. Only this pittance I was allowed.

Q. Where did you go in August? A. With my parents in Vermont.

Q. And your boy was there? A. Part of the time.

Q. And your parents' place in Vermont, what does it consist of? A. About fifteen miles south of Burlington, on Lake Champlain.

40 Q. What does this property consist of? A. Like a farm, about fifty or 100 acres.

Mr. Ferdinand H. Pease—Petitioner—Cross.

Q. What sort of house? A. There are four or five cottages. The house in which my parents live is large.

Q. By the way, there was a Dr. Pease? A. Yes.

Q. Who is he? A. He is not related to me. He was my parents' doctor.

Q. And Dr. Pease also attended your wife in 1922 when she had the miscarriage? A. Yes, he did. 10

Q. And your father and mother, are they still living? A. Yes.

Q. Living up there? A. Yes.

Q. Same place? A. They spend their summers there, yes.

Q. You also had your brother or someone else who was connected with the Burlington Bank? A. My brother-in-law. He was connected with the Burlington Savings Bank. 20

Q. And that is the bank in which your wife had a deposit account? A. Yes, sir.

Q. You knew about that didn't you? A. I did.

Q. Mr. Pease, did you at any time break open the desk or trunk of your wife and extract any bonds or any property of hers from the desk? A. Absolutely not; that is a vicious lie. 30

Q. Did your children ever say to you, "Father, what are you doing, looking through mother's personal effects and going through her desk," on any occasion? A. No, never.

Q. You knew that your wife had some Liberty bonds, didn't you? A. Yes.

Q. How much? A. Approximately \$5,500 altogether, in Liberty bonds and Treasury certificates, as I recall it.

Q. And you were always, during this period 40

Mr. Ferdinand H. Pease—Petitioner—Cross.

while you were living with your wife, attentive to your business duties? A. Yes.

10 Q. To such an extent, Mr. Pease, that your income was raised from time to time, until about a year or so ago, when, due to the depression, as I understand it, there was a reduction, and then again, as I understand it, here recently your salary went back again to \$11,000 or \$11,040? A. That's correct.

Q. In 1927-8, these years when your wife was at Cape Cod, you occasionally sent her candies and other things of that kind? A. Yes.

Q. And Mr. Pease, your mother's name is what? A. Mary H. Pease.

Q. Do you know her signature? A. Yes.

20 Q. I show you two checks, one dated August 2nd and the other August the 29th, both of 1925. Will you look at the endorsement on the back. Is that your mother's signature? A. Yes. (Received and marked D-1 and D-2 for identification.)

Q. And Mr. Pease, you say in 1925—was there any hostility between you and your wife in 1925? A. Yes, there was hostility in the Spring of 1925. As I have tried to explain it was increasing as time went on.

30 Q. And you loved your wife at that time, didn't you? A. Yes.

Q. And Mr. Pease, did you ever go and tell Mrs. Cook that you objected to your wife going and visiting her? A. I told her that once.

40 Q. To Mrs. Cook? A. I told Mrs. Cook in one conversation at Cape Cod that I objected to any interference by her in our affairs. I wrote Mrs. Cook a letter in October, I think of 1930, after the separation, in which I said that this

Mr. Ferdinand H. Pease—Petitioner—Cross.

was notice to keep her hands off my family and my affairs.

Q. When was this conversation at Cape Cod?

A. It was either 1927 or 1928, in the summer.

Q. 1927 or 1928? A. Yes.

Q. And when did you write this letter? A. In the Fall of 1930.

Q. What did Mrs. Cook say at the time? A. Of the conversation?

10

Q. Yes. A. At the time of the conversation, Mrs. Cook said that Mrs. Pease had never talked over her affairs with her.

Q. And isn't that the same thing that your wife said when you spoke to her? A. No, on the contrary, my wife reported to me from meetings, the directions that she received through Mrs. Cook.

20

Q. I am asking about your family affairs. A. And I wish to make this clear; that she made no distinction between what Mrs. Cook told her as herself, and what messages Mrs. Cook gave her from spirits.

Q. However, after this time of this conversation, Mrs. Cook was at your house on one occasion for her supper or dinner, and you did see her at Cape Cod? A. As I have already testified.

30

Q. And you, Mr. Pease, you willingly turned over the money to your wife, didn't you? A. I did not. I have explained that in my testimony this morning.

Q. Didn't you have an agreement with her, and didn't you say that she was a very good manager as far as finances were concerned? Didn't you repeatedly say that? A. That was true up to the time when her hostility toward

40

Mr. Ferdinand H. Pease—Petitioner—Cross.

me began and it is true that she was very thrifty at all times.

Q. What do you claim, you say "up to the time the hostility began"? A. Up to 1921.

10 Q. Weren't you, Mr. Pease, cordially invited to visit, by Mrs. Cook, at her home up there? Didn't she invite you? A. In 1927 she wrote me a letter inviting me to come there the summer of 1927.

Q. And she invited you at times after that too, didn't she, verbally or by letter? A. At the apartment in New York Mrs. Cook said, "If you will arrange to take this apartment, you may come to my house in Cape Cod and see your wife and daughter this summer."

20 Q. And still there were other times after that when you were invited, weren't you? A. No.

Q. You say that was the last? A. Yes.

Q. That's all.

Mr. Cornish: Mr. Pease, I show you a letter dated September 9th, 1931, addressed "Dear Ferd" and signed "Dad", and ask who that's from?

Witness: That's my father's writing, addressed to me.

30 Mr. Cornish: Did that letter contain the letter of November 19th, 1927?

Witness: Yes.

Mr. Cornish: That then fixed the date that your father delivered the letter to you?

Witness: Yes.

40

*Mr. Charles Everett Judson—For Petitioner—
Direct.*

MR. CHARLES EVERETT JUDSON—Duly Sworn for
the Petitioner.

Direct Examination by Mr. Cornish:

Q. What is your business? A. Assistant Treas- 10
urer of the New York Life Insurance Company.

Q. How long? A. Since December 1927.

Q. Are you acquainted with Ferdinand H.
Pease, the petitioner in this matter? A. I am.

Q. Do your duties as Assistant Treasurer en-
able you to know the salaries paid to the other
officers of the company? A. Yes.

Q. Will you please say what Mr. Pease's sal- 20
ary has been during the period of his employ-
ment by the New York Life Insurance Company?

A. Mr. Pease came with the New York Life in
February, 1923, at a salary of \$8,400 per annum,
payable in semi-annual installments. This salary
was increased to the rate of \$10,000 per annum
from March 1st, 1925; it was increased to the
rate of \$11,000 per annum from February 1st,
1926; it was increased to the rate of \$11,500 per
annum March 15th, 1927; it was reduced to the
rate of \$10,696 per annum May 1st, 1933; it was 30
increased to the rate of \$11,046 per annum from
April 1st, 1934.

The Court: Did that include a bonus
in 1933?

Witness: On February 24th a bonus of
\$400 was paid. That was in addition to the
salary. That was the last bonus.

The Court: Mr. Judson, do the checks
which were drawn by the New York Life
for salary run for an amount of the salary 40

Mr. Arthur B. King—For Petitioner—Direct.

less deductions for New York State Income Tax?

Witness: In the case of non-residence, for New York State Income Tax, and at the time of employment relief, if he pledged anything.

10 Q. That's all.

MR. ARTHUR B. KING, #274 Madison Avenue,
New York—Duly sworn for the Petitioner.

Direct Examination by Mr. Cornish:

20 Q. Mr. King, what is your business? A. An attorney.

Q. In New York City? A. Yes.

Q. Are you acquainted with the petitioner and defendant in this cause? A. Yes, I have known them both for nearly twenty-five years.

Q. Did the defendant call on you on or about September 2nd, 1930? A. September 3rd, according to my office records.

30 Q. Tell what the conversation was at that time. A. Before going into the conversation that took place, I want to tell you about the conversation which took place over the telephone on September 5th. I would have to explain it this way; that after the conversation with Mrs. Pease on the third or fourth, Mr. Pease was in contact with me, and I think it was on the 5th that I had a telephone conversation with Mrs. Pease, on the afternoon of September 5th, and it was somewhat extraordinary in character, so I dictated the substance of it immediately, and I can give you the
40 substance of it. This was a memorandum made

Mr. Arthur B. King—For Petitioner—Direct.

at the time. I dictated it. I opened the conversation and said, "Blanche, I called you because from what Ferd tells me, apparently you think I cannot be of any further service to you." Mrs. Pease said, "You certainly cannot. You didn't fool me for a minute. I saw through you like a pane of glass. I knew you were Ferd's lawyer. I knew that the last time I talked to you, and I just came down yesterday to smoke you out. There is no use in trying to change my mind." I said, "I am sorry to hear you talk that way, because I certainly was trying to help you." Mrs. Pease said, "You didn't need to say that. Nothing you can say will change my mind. You can be Ferd's lawyer, but you won't be mine. Unless my demands are met, I will go right down and talk to the officers of his company, and tell them everything, and I don't care whether he loses his job." I said, "Blanche, I think you are making a mistake," and she interrupted and said, "I am not making a mistake! You go ahead and represent Ferd," and I said, "All right, as long as you feel that way about it, I will represent him." That was on September 5th.

Q. Going back to September 3rd, will you give the substance of your conversation with her on that day?

The Court: Who was he representing?

Mr. Cornish: He was not representing her. She said that he didn't represent her.

A. As I recall it, on September 3rd, Mrs. Pease telephoned me and asked me if she could see me. I said "Yes," and she came. I forget what time of day it was, and her first remark was a charge of rather unprintable nature against Mr. Pease,

Mr. Arthur B. King—For Petitioner—Direct.

and I was astonished at this, and she said that she was leaving and that her children did not have proper clothing and proper food, and that the only way she would continue to live with him or have any further dealings with him, was if he would give her "half his income." We talked for quite some time, and I said that I was sorry because I had been their friend for so long. I think one of the first things I said was that, having a couple of children of my own, I wondered if this thing couldn't be ironed out, and she said, "No, it is too late, and all I want is to see that I get one-half his income." I had another talk with her the next day, at which time the same general subject was discussed. We talked about not only the question of one-half his income, but we talked about the question of her income. We talked about the question of insurance and some reference was made to Liberty bonds. I was trying to get all the information I could, in order to be properly informed so that I could come to a clearer idea as to what was a reasonable and fair business deal. I was never retained. I was never requested to bring any suit, and when I first saw Mrs. Pease, I asked her if it were agreeable to her if I might act as intermediary. I said, "Let's not discuss litigation." I said, "Let's see if I can't work out something." And she said it was agreeable; that I should communicate her demands to Mr. Pease, and I did.

Q. Mr. Pease consulted you about September 4th, did he not? A. Yes.

Q. How long since you had seen him before that? A. I had not seen Mr. Pease—I suppose I might have seen him a month or so before that. As I say, when Mrs. Pease telephoned me I didn't have the faintest idea of what it was about.

Mr. Arthur B. King—For Petitioner—Direct.

Q. What was your impression of Mr. Pease's physical condition when you saw him? A. When Mr. Pease saw me, it was on the 4th, he seemed to be in a terrible nervous state. A good slang expression would be "jittery." It was on the fourth of September, 1930.

Q. Were you contacted the latter part of September, by Mr. Pellet on behalf of Mrs. Pease? 10
A. Yes, Mr. Pellet called up and said he represented Mrs. Pease. We called each other by our first names, and I said, "Let's get together on this thing. Come on over." He knew my partner also. His telephone call was on the 22nd of September, and on the 23rd, Mr. Pellet and my partner and I had a long conference about the matter.

Q. What did he say to you in regard to Mrs. Pease's demands against Mr. Pease? 20

Mr. Kronmeyer: I object. First of all, I don't know who Mr. King, the witness, represents in this matter; whether he represented Mr. Pease or Mrs. Pease in connection with this conference.

The Court: He represented Mr. Pease.

Witness: I considered after this telephone conversation, that I represented Mr. Pease. There was no litigation pending. 30

Mr. Kronmeyer: I still object. This man has apparently taken the confidence of Mrs. Pease and comes along representing Mr. Pease, and furthermore, I call this entirely a matter of hearsay.

The Court: Well, do you deny that Pellet represented your client?

Mr. Kronmeyer: Mr. Pellet did represent Mrs. Pease.

The Court: Then his statements in re 40

Mr. Arthur B. King—For Petitioner—Direct.

gard to your client's demands are binding upon her, having been authorized by her.

Mr. Kronmeyer: I assume that that is so. May I just ask a question of Mr. King?

The Court: Yes.

10

Mr. Kronmeyer: Mr. King, as I understand you to say, the first conference at any time that you had with Mrs. Pease was on September 2nd?

Witness: On September 3rd.

Mr. Kronmeyer: That was at your office?

Witness: Right. I had another long conference with her on September 4th.

20

Mr. Kronmeyer: And the next time was September 5th, over the telephone?

Witness: Yes.

Mr. Kronmeyer: And then when was this talk that you had with Mr. Pellet?

Witness: September 23rd.

Mr. Kronmeyer: Of the same year?

Witness: Yes.

30

Mr. Kronmeyer: Now, Mr. King, when Mrs. Pease came to you at that time, did she ask you to represent her as her attorney?

The Court: What has that got to do with this particular conference where Mr. Pellet was present?

Mr. Kronmeyer: I want to know who Mr. King did represent. I think it entirely improper for him to bring out any conversation between him and Mrs. Pease.

40

The Court: After his discharge, he engages in a conversation with her lawyer, who calls him up for the purpose of mak-

Mr. Arthur B. King—For Petitioner—Direct.

ing an appointment to talk the matter over.
I can't see anything objectionable to that.

A. He said that he had had a talk with Mrs. Pease and that Mrs. Pease wanted half of Mr. Pease's income, and that he was afraid that unless this demand was met with, some sort of litigation would be instituted. I don't think there was any suggestion of divorce. I told Mr. Pellet I was familiar with the situation and that we would make certain proposals all without prejudice.

10

Q. Did Mr. Pellet say on behalf of Mrs. Pease that she wished to restore the relationship which had existed? A. No, on the contrary, I asked Mr. Pellet,—I said, "I have known these people for a great many years, and I like them, and it seems a shame something cannot be done." He said, "There is nothing that can be done about this. This is a dollars and cents proposition." I made a proposition and he said he would get in touch with me later. It was confined at that time to a dollars and cents proposition.

20

Q. That's all Mr. Pellet wanted to settle? A. Yes, that was the chief point.

Q. Did you have any further conferences? A. No, he called me the next day, according to my records, no, wait a minute; evidently we dickered back and forth, because my office records show a telephone conversation the next day, in which he stated that he could not get anywhere, and we had another conference with Mr. Pellet on the third of October, and Mr. Pease was present, and about the end of October, 1930, must have been the day when Mr. Pellet called me up and said that he had been discharged.

30

Q. On or about October 23rd did you receive that letter? A. Yes.

40

Mr. Arthur B. King—For Petitioner—Direct.

Q. Did you contact William J. Schmitt, who wrote the letter? A. Yes.

10 Q. What conference took place as a result of that? A. I think I answered that letter by writing Schmitt and telling him I would see him at my office. The interview took place in November, 1930. He said he represented Mrs. Pease, and he had a summons and complaint drawn on an action for separation and also affidavits and motion papers in support of motion, etc., prepared, and he said unless Mr. Pease agreed immediately, that day, to give Mrs. Pease half of his income, that this action would be instituted, and these motion papers would be served and filed the following morning, and he said the motion papers contained matter of such a lurid nature that if they became published, that Mr. Pease would no longer be connected with the Life Insurance Company, and I told Mr. Schmitt to get out. I said that he could leave the papers at the office for Mr. Pease.

20 Q. Did you ever have any further conference with him? A. That was the last.

Q. In early January, did you receive that letter? A. Yes, sir, from Max Steuer.

30 Q. And following the receipt of that letter, did you contact him in regard to this? A. Yes, we were old friends, and I think we talked a little bit about where the conference should take place, and I went down there. My records indicate that the conference with Mr. Steuer was held at his office on January 9th, 1931.

40 Q. What were the demands made by Mr. Steuer for Mrs. Pease on that occasion? A. Substantially the same—half of Mr. Pease's income. There was a discussion about the fact that there were two children, and Mr. Steuer knew about

Mr. Arthur B. King—For Petitioner—Direct.

Mr. Pease's salary. We talked for quite some time and I made a counter-proposal to Mr. Steuer, telling him what I thought was fair. This all related to a dollars and cents proposition, and my recollection is that he used my figures, and I said I couldn't definitely agree to that. He called Mrs. Pease while I was there, and had a telephone talk with her, and he said that I had made certain proposals and he thought it was a very fair proposal, and there was some further conversation and of course, I didn't hear what Mrs. Pease said, but Mr. Steuer became impatient and said, "I have told you what I think about it, and you will have to make up your mind. Think it over and let me know in the morning." Two or three days later he called me, and said he couldn't get anywhere, that he was out of the case. 10

Q. Did you, in January sometime, meet Mrs. Pease at the office of Mr. Louis Cook, the general counsel of the New York Life? A. Yes, that was on January 20th or 21st. My records indicate the 21st. 20

Q. Were her affairs with Mr. Pease discussed at that conference? A. Yes, that conference lasted three hours. It all boiled itself down to this money situation, and it was gone into in the greatest detail. There was reference made to certain insurance and the lease on Central Park West; there was reference made to Liberty bonds and to some sort of trust from which Mrs. Pease had an income, \$1,200 or \$1,500 a year. Two things I remember; one is that Mr. Cook emphatically told Mrs. Pease that in his judgment the proposal that I had submitted at that conference was a very fair one, and if she were asking his advice in regard to it, that he would advise her to accept it. I have forgotten whether 30 40

Mr. Arthur B. King—For Petitioner—Direct.

she rejected it or said she would think it over.

10 Q. What were her expressions in regard to Mr. Pease? A. They were bitter. I know when she left the room—you understand our conference—the three of us had been perfectly amiable, and at the end of it, Mrs. Pease went out first and then Mr. Cook and I stood as she was leaving, and she turned and smiled, and said, “Do you want to know what I think of you two?” and she said, “I think you two are a couple of old women!” and left.

Q. Did you later, some time in February, write to Mrs. Pease, embodying in the letter a proposal for a financial settlement between her and her husband? A. Yes, I did.

20 Q. Have you a copy of that letter with you? A. I have a copy.

Q. I offer that in evidence.

The Court: What is the materiality of it?

Mr. Cornish: We cannot very well fail to bring it to the Court's attention. It was a proposed financial settlement.

30 The Court: Mr. Cornish, it has been repeatedly shown that offers of financial settlement were made and rejected, why bother?

Mr. Cornish: I will withdraw it.

Q. Did you hear from Mrs. Pease in response to that letter? A. Well, I can't answer that, whether it was in response to that letter, but I had no communication from her after that date until I received this letter from her dated March 6th, 1931.

40 Q. Do you recognize the handwriting and signature on that letter? A. I suppose it came

Mr. Arthur B. King—For Petitioner—Direct.

from her. I don't think there is any doubt about it.

Q. What accompanied that letter? A. A rattle.

Q. The letter reads:

“Dear Arthur:

As you and Ferd are Two Baby Prattlers, I thought you both needed something to play with because you cannot play with me.

10

Sincerely yours,

Blanche L. Pease.”

Q. I offer that in evidence. (Received and marked P-53.) 20

Q. Now, Mr. King, did you around May 27th, 1932, receive that letter? A. Yes, Mr. Pease sent me that letter.

Q. And did you after that contact Mr. Philip J. Dunn, who wrote it? A. Yes.

Q. That letter reads: It was addressed to Ferdinand H. Pease.

“Your wife, Blanche Pease, of No. 322 Central Park West, has consulted me in regard to her domestic affairs. 30

At your convenience, I would like to take this matter up with you. I suggest you telephone me in advance for the purpose of making an appointment.

Very truly yours,

Philip J. Dunn.”

40

Mr. Arthur B. King—For Petitioner—Cross.

10 Q. Did you make an appointment? A. Yes, I got in touch with Mr. Dunn, who is also an old acquaintance and then, starting about the first of June, there were conferences back and forth between Mr. Dunn and Mr. Pease, June 6th and 10th, as a result of which an agreement was entered into. According to my records, Mr. Pease executed it on July 8th. I sent a duplicate original to Mr. Dunn. I think Mrs. Pease signed and Mr. Pease signed, and they exchanged duplicate originals.

Q. And that agreement is the agreement P-39, is that right? A. If this is the agreement that I delivered to Mr. Pease, yes.

20 Q. Do you recognize the signatures on that agreement? A. Well, I recognize Mr. Pease's, of course, and this Notary is one of the girls in our office, so that must be the one.

Cross Examination by Mr. Kronmeyer:

Q. Mr. King, you are a member of the New York Bar? A. Yes.

Q. Member of the New Jersey Bar? A. Only by courtesy.

Q. How long have you known Mr. Pease? A. I think since about 1905.

30 Q. Attended to other legal matters for him? A. Never.

Q. You went to college with him? A. No.

Q. Did you go to college in Vermont with him? A. No.

Q. Do you belong to any society? A. Yes, Sigma Phi. We have been life long friends.

40 Q. And how long have you known Mrs. Pease? A. Since before Mr. & Mrs. Pease were married. I don't recall the exact date. It must be about 1911 or 1912.

Mr. Arthur B. King—For Petitioner—Cross.

Q. Did you say to Mrs. Pease when Mr. Schmitt had interviewed you, did you say to Mrs. Pease, "You certainly picked a lemon when you picked Mr. Schmitt."? Did you tell that to her? A. I don't know, but if I did, I would stick by it.

Q. Have you written any other letters pertaining to this matter here, during the last year or so, to Mr. Cornish or anyone else? A. I think there has been—I think Mr. Cornish wrote and said he would like to talk the matter over.

10

Q. You are Mr. Pease's New York attorney now, aren't you? A. As far as he has any.

Q. Isn't it a fact that you turned over this matter to Mr. Cornish? A. It certainly is not. I never heard of Mr. Cornish until Mr. Pease told me who he was. I had nothing to do with the selection of Mr. Cornish.

20

Q. But has Mr. Pease come to you since the inception of this action in New Jersey, for advice pertaining to his marital affairs while this action was pending? Has he within the last six months at any time? A. I will have to get records out on that. I note on June 19th and June 20th it says, "1933, conference with Mr. Pease". I think it must be January 19th.

30

Q. Is that the record you referred to just a little while ago, and you mean to say now there is something wrong there? A. No, June 19th, 1933 and June 20th, 1933, are the last dates appearing on this record. Whether there is a record for 1934 or not, I don't know.

Q. You didn't bring the 1934 record with you, did you? A. Do you want it?

Q. Let me see that, will you please? A. Certainly.

40

Mr. Arthur B. King—For Petitioner—Cross.

Mr. Cornish: I object to the use of this record by the attorney for the defendant. It may be confidential matter.

The Court: I suppose the attorney producing it minds. I am not going to offer that in evidence.

10 Witness: It seems that I wrote 1933 as 1934.

Mr. Kronmeyer: It is as big as you can see it. Now what of it?

Witness: I made a mistake.

Q. You suggested, didn't you, Mr. King, to act as an intermediary, as I understand it, in connection with the differences between Mr. & Mrs. Pease, didn't you? A. Yes.

20 Q. And that is after you heard Mrs. Pease's story on September 3rd and 4th. Isn't that so? A. I think it was after I heard her story on the third.

Q. And it happened to be, isn't it a fact, that while you were conferring on one of these occasions with Mrs. Pease, Mr. Pease phoned and was speaking to you over the telephone? A. I don't think while I was speaking to Mrs. Pease. I think that at one time while Mrs. Pease was in the office, Mr. Pease telephoned me. I told you that Mrs. Pease came to see me on the third of September and I made an appointment and we had this conversation. I think that that afternoon or the morning of September 4th, Mr. Pease telephoned me and said that he wanted to see me, and I think that I said that it was most extraordinary because "Blanche has been here" or "Blanche is here", and he either came at a time when she was in the office or—anyway, the whole thing was

30

40

Mr. Arthur B. King—For Petitioner—Cross.

simultaneous. I talked to her and to him, and I said, "I am an old friend, is it agreeable to you that I can be a friend of both of you?" I asked Mrs. Pease, and she said it was agreeable, and I might discuss it with Mr. Pease. That was the attitude of mind with which I approached the thing on the third and fourth, and it was the attitude of mind I had up to the afternoon of the fifth. I don't know why I was fired from any further action. 10

Q. Did you, at any of these conferences, suggest and say to Mrs. Pease that either you or your partner could act as Mrs. Pease's attorney and either you or your partner could act as Mr. Pease's attorney? Isn't that a fact?

A. No, of course it is not.

Q. Isn't it a fact Mr. King that you are vitally interested in the proceeding in this court? 20

A. In what respect? A. Isn't it a fact that you had conferences with Mr. Dunn or some other attorney since the inception of this action?

A. Yes, I had a telephone conversation with you. You called me on the telephone one time, as I recall it. I assume it was you, and said that you were having trouble in getting a counsel fee and what could I do about it to help.

Q. Mr. King, don't you know that it was at the suggestion of counsel for the petitioner in this case that I phoned you? A. I don't know. 30

Q. Didn't you tell me at that time to speak to Mr. Cornish? A. Certainly I did, because Mr. Cornish was Mr. Pease's attorney. I said it was not for me to butt it. I was going to stay out of it.

Q. Isn't it a fact, Mr. King, that you have had conferences in connection with the preparation of this case for trial? A. Of course. 40

Mr. Frank Brewer—For Petitioner—Direct.

Q. With whom? A. With Mr. Cornish. I made a statement. I did everything that a sensible witness would do.

Q. You have not been subpoenaed? A. No.

Q. You live in New York? A. Yes.

10

MR. FRANK BREWER—Duly sworn for petitioner—

Direct Examination by Mr. Cornish:

Q. Where do you live, Mr. Brewer? A. #36 Sherman Avenue, Glenridge, New Jersey.

Q. Are you here under subpoena? A. I am.

20 Q. What is your business? A. President of the Glenridge Trust Company.

Q. How long have you been associated with the Glenridge Trust Company? A. Since 1912.

Q. Have you the records of the account of Ferdinand H. Pease with you? A. Yes.

Q. What do those records show as to deposits in the account of Ferdinand H. Pease from the beginning of that account? A. I think I have a summary here.

30

Mr. Kronmeyer: I think the accounts themselves would be better evidence.

The Court: Have you the summary of the account there?

Witness: Yes. I have a summary of the account; also the ledger sheets.

The Court: Show them to counsel. It might be better to take the statements.

40

Q. I show you a group of bank statements of the trust company in account with Ferdinand

Mr. Frank Brewer—For Petitioner—Direct.

H. Pease, and ask you if they are a statement of the deposits and withdrawals of Mr. Pease in his account? A. Yes.

The Court: From what date to what date?

Witness: Starts February 1923 and ends in October 20th, 1930. 10

Q. I offer these in evidence. (Received and marked P-53).

Q. When was Mr. Pease's account opened?

A. It was opened in 1921, October 31st.

Q. From February 1923 until October 30th, 1930, what deposits did he make in that account?

Mr. Kronmeyer: I object. I think these statements show the deposits. 20

The Court: Why burden this gentleman? Read them yourself.

Mr. Cornish: The balance on February 28th was \$170.04. There was deposited on March 16th, 1923 \$330.00; on March 31st, 1923, \$350.00—

The Court: I don't want to interfere with counsel, but what is the purpose of this? 30

Mr. Cornish: To cooperate the testimony of petitioner as to the deposits in this account, to show that for a long period of time he made no deposits and had a very small balance and I shall also examine the witness as to the account of the defendant.

The Court: Get the balance this man had. Just take the balances, not the deposits. 40

Mr. Frank Brewer—For Petitioner—Direct.

Mr. Cornish: I want to show that for a long period of years he made no deposits.

The Court: Bring out when he did not make deposits rather than when he did.

10

Q. The account shows no deposits in July 1923; no deposits in January 1924, and a balance of \$2.07 on January 31st, 1924; no deposits in April 1924, and the balance of \$2.07 at the end of that month; no deposits in September 1924 and the balance was \$6.59 at the end of that month; no deposits in November 1924 until March 1926, when a deposit of \$235.07 is recorded. No deposits from then until November 17th, 1927 when a deposit of \$474.37 is recorded; a deposit on November 30th, \$474.37—1927; a deposit on December 16th, 1927, \$948.73; no deposits in January 1928; none in February 1928; none in March 1928; none in April 1928; none in May 1928; during all these months the balance was \$1.29; no further deposits until November 1st, 1928 in the sum of \$479.16; no deposit from November 1st, 1928 until August 28th, 1930, for \$350.00; then a deposit on September 16th, 1930 of \$479.16; a deposit in the same amount on October 1st, 1930; a deposit of \$300.00 on October 2nd, 1930 and a deposit of \$479.16 on October 16th, 1930.

20

30

The Court: What was the balance on October 31st, 1930, when it was closed?

Mr. Cornish: \$247.17.

The Court: What was the closing balance?

40

Mr. Frank Brewer—For Petitioner—Direct.

Mr. Cornish: I understand that the account is still open. Have you also the records of the deposits to the account of Blanche L. Pease in the Glenridge Trust Company?

Witness: I have, yes. From August, 1924.

10

Q. Have you the original ledger sheets with you? A. I have and here is a copy of the deposits.

The Court: August 1924 down to what date?

Witness: Down to August 16th, 1928, shortly after which the account was closed. September 28th, 1928 the account was closed.

20

Q. I offer these ledger sheets in evidence. (Received and marked P-54).

Q. The bank record shows the following deposits to the account of Blanche H. Pease, starting with August 1924. On August 2nd, balance of \$127.27; the same date, deposit of \$180; on August 18th, 1924, a deposit of \$221.50; on September 16th, 1924, deposit of \$346.50; on October 1st, 1924, \$115; October 2nd, 1924, \$375.74; October 16th, 1924, \$346.50; October 31st, 1924, \$100; November 15th, 1924, \$346.50; November 28th, 1924, \$346.50; on November 29th, 1924 there was a balance of \$402.13; on December 16th, 1924 a deposit of \$693; making a balance on that date of \$766.26; on January 15th, 1925, a deposit of \$513.82; on January 16th, 1925, \$350; January 21st, 1925, \$58.06; January 31st, 1925, \$200; February 14th, 1925, \$350; February 28th, \$350; March 14th, \$416.66; on April 1st, \$1,362.92, mak-

30

40

Mr. Frank Brewer—For Petitioner—Direct.

ing a balance on that date of \$1,477.77; April
 16th, 1925, \$416.66; April 29th a credit of inter-
 est, \$1.23; May 1st, 1925, \$414; May 18th, 1925,
 \$412.49; July 1st, 1925, \$412.49; June 13th, 1925,
 \$412.49; July 1st, 1925, \$412.49; July 6th, 1925,
 \$439.21; July 10th, 1925, \$292; August 4th, 1925,
 \$412.49; August 19th, \$412.49; the same amount
 10 on August 29th, September 16th, 1925, October
 1st, 1925, October 16th, 1925, October 29th, 1925,
 November 14th, 1925, December 1st, 1925; on
 December 16th, 1925, a deposit of \$425.04; on De-
 cember 16th, 1925, \$462.77; on January 16th,
 1926, \$416.66; the same amount on February 1st,
 1926; February 15th, 1926, \$458.33; February
 27th, \$458.33; March 16th, \$380; April 1st,
 \$458.33; the same amount on April 16th, 1926;
 20 May 1st, 1926; May 17th; on May 29th, \$456.33;
 June 17th, 1926, \$453.75; the same amount on
 June 25th, 1926; July 17th, 1926; July 23rd,
 1926; August 14th, 1926; September 1st, 1926; a
 deposit of \$87.14; on September 15th, 1926; de-
 posit of \$453.75 on September 16th, 1926; same
 amount on October 1st, 1926 and October 16th,
 1926; October 30th, 1926; on November 16th,
 1926; December 1st, 1926; on December 15th,
 1926, a deposit of \$462.94; on December 16th,
 1926, a deposit of \$907.46, making a balance on
 30 that date of \$1,340.92; a deposit on March 1st,
 1927 of \$458.33; same amount on March 16th,
 1927; March 18th, \$15.61; March 28th, \$438;
 April 1st, \$479.16; a deposit on April 8th, 1926
 of \$6,800.33, making a balance at that time of
 \$7,161.91; a deposit on April 16th, 1927 of
 \$479.16; April 21st, 1927, \$103.51; May 2nd,
 1927, \$479.16; May 14th, 1927, \$479.16; the bal-
 ance on April 16th, 1927 was \$7,279.95; on June
 1st, 1927 a deposit of \$475.29; on June 15th,
 40 1927, \$453.47; on June 16th, 1927, \$474.37; on

Mr. Frank Brewer—For Petitioner—Direct.

July 1st, 1927, \$474.37; the same amount on July 9th, 1927; and on August 2nd, 1927; August 16th, 1927 and September 2nd, 1927. On September 14th, 1927 a deposit of \$425.16; September 16th, 1927, a deposit of \$474.37; October 1st, 1927, a deposit of \$474.37; same amount on October 17th, 1927; November 1st, 1927; November 18th, a deposit of \$200; November 22nd, \$125; December 14th, \$460.48; December 16th, \$474.37, all in 1927. January 14th, 1928, \$479.16; same amount on February 1st; February 16th; March 1st; March 14th on deposit was \$433.47; on March 16th, \$479.16; same amount on April 2nd; April 14th; May 1st. On May 16th the deposit was \$479.04; on June 1st, deposit of \$474.37; on June 16th, \$474.37; June 21st, \$523.25; on June 30th, \$474.37; same amount on July 13th; August 16th, and that's the last deposit in this account. 10
20

The Court: What was the balance on August 16th?

Mr. Cornish: On August 16th the balance was \$759.57. The account was closed on September 28th, 1928.

Q. Did Mrs. Blanche L. Pease have any other account with the Glenridge Trust Company, a savings account? Have you a record? A. I have. 30

Q. When was that account opened? A. It goes back to 1919, carried over from the ledger to the big book before we changed our system.

Q. I offer that in evidence. (Received and marked P-55.)

Q. The savings account shows a balance on January 2nd, 1919 of \$26.21; on January 9th, 1920 of \$122.13; January 2nd, 1920, \$303.13; September 30th, 1920, \$457.55; November 19th, 1921, 40

Mrs. Louise Madison—For Petitioner—Direct.

\$608.92; June 17th, 1922, \$883.84; April 2nd, 1923, \$414.12; November 7th, 1923, \$172.40; April 19th, 1924, \$249, and a closing of the account on July 6th, 1925.

10 Q. Did the defendant have any other accounts with the Glenridge Trust Company? A. I don't think she had.

Cross Examination by Mr. Kronmeyer:

Q. Mr. Brewer, I show you this exhibit which was offered in evidence and pertaining to the account of Mrs. Blanche Pease, that is, the checking account, and looking at that, on September 14th, 1928, what was the balance? A. \$85.80.

20 Q. And that was the amount withdrawn on September 28th, 1928 when the account was closed? A. Yes.

Q. And this exhibit of deposits also shows during this entire period all withdrawals, doesn't it? A. Yes.

Q. And shows monthly withdrawals, checks withdrawn against this account? A. That's right.

30 MRS. LOUISE MADISON—Duly sworn for the petitioner.

Direct Examination by Mr. Cornish:

Q. Where do you live? A. Montclair, New Jersey, #129 Lincoln Street.

Q. Is that the same address that Mr. Ferdinand Pease lives at? A. Yes.

40 Q. How long has Mr. Pease lived at that address? A. Came to me in the Fall of 1930, October 11th.

Mrs. Louise Madison—For Petitioner—Direct.

Q. Has he resided there continuously since October 11th, 1930? A. Yes.

Q. Do you have a rooming house at that address? A. I have rented rooms and also taken people to board with me.

Q. Are you married? A. I am a widow.

Q. How long have you been a widow? A. 10
Since 1913.

Q. Have you any children? A. Two sons.

Q. In what business are those sons engaged?
A. My older son is secretary to Mr. John D. Rockafellow. My youngest son is a doctor of dental surgery, practicing in Upper Montclair.

Q. When did Mr. Pease first speak to you about renting rooms? A. I cannot remember the date—maybe a week before he came.

Q. How many rooms at that time did he engage? A. He engaged no rooms at that time; simply looked at what I had to offer. 20

Q. How many rooms did you offer? A. I had two double rooms vacant.

Q. Did Mr. Pease reserve those rooms at that time? A. He asked if I would let him know if I had another application for the room before renting, and I agreed.

Q. Did you ever speak to Mrs. Pease about rooms? A. Mrs. Pease called me on the phone and asked me if Mr. Pease had engaged rooms. I told her he had looked at rooms. 30

Q. When did Mrs. Pease call you? A. I am sorry, but I don't remember the date. It was just before Mr. Pease came. In the interim between his looking at the rooms.

Q. How many rooms did you tell Mrs. Pease Mr. Pease had looked at? A. I don't remember that I told her how many rooms.

Q. It has been suggested, Mrs. Madison, that 40

Mrs. Louise Madison—For Petitioner—Cross.

your house was infested with cockroaches, rats, etc. Have you ever had any complaints in that regard? A. I am thankful to say I have none.

Q. In what kind of neighborhood is your house located? A. Strictly residential neighborhood.

10 *Cross Examination by Mr. Kronmeyer:*

Q. Mrs. Madison, you say that this is a strictly residential neighborhood. Are there any colored people living in the neighborhood? A. Yes, recently some of the colored have encroached on the neighborhood, but they are not in business. They are usually the professional class.

20 Q. Isn't it a fact that there were colored people living in the neighborhood on October 11th, 1930 or thereabouts? A. I cannot remember whether there were. Not in our immediate neighborhood. I think they have been gradually encroaching, but I don't remember dates.

Q. You mean to say that you don't remember whether there were any in the immediate neighborhood? A. I think there were none on our block. They were in the rear of us, but I think not on our block.

Q. In the rear of your house? A. Yes.

30 Q. Now you spoke about two double bedrooms, is that right? A. Yes.

Q. Were those adjoining bedrooms? A. Yes.

Q. And you had at that time how many boarders in your house in October, 1930? A. I don't remember that I had anyone there at that time, except my family. I can only take a few people.

Q. Did you have a Japanese man living there at that time? A. No.

40 Q. At any time about that time? A. Later.

Mrs. Louise Madison—For Petitioner—Cross.

Q. When was that? He was a boarder by the way? A. Yes.

Q. When was that? A. I am afraid I cannot remember.

Q. During the winter? A. I think so.

Q. How many rooms, Mrs. Madison, did you have? A. My house is called a nine room house.

Q. And is it a fact that some of your children lived at that house at that time? A. My older son was there. 10

Q. And who else? A. I am not sure whether my youngest son was there. He was away at college. My sister-in-law and father were there. I may have had someone else, but I don't remember.

Q. Those are the only two rooms you had available at that time, is that right? A. At that time I could have let Mr. Pease have his son, Billy, share my son's room, which was a very large room, and had two beds in it. 20

Q. I mean at that time in October,—I am just talking about rooms. How many vacant rooms did you have? A. I think two.

Q. You say that Mr. Pease came there on October 11th, 1930? A. Yes.

Q. What time of the day was it that he arrived? A. I don't remember.

Q. And he occupied how many rooms when he went there? A. When he came himself, he took one room. 30

Q. What was the board? Did he have his meals there? A. He has had breakfast with us.

Q. How about supper? A. No.

Q. At no time? A. At no time, except as my guest.

Q. How much did he pay for this room and for his breakfast? A. Ten dollars a week for room and breakfast. 40

Mr. Louis H. Cook—For Petitioner—Direct.

Q. And that is all he has been paying since October 11th, 1930? A. Yes.

Q. This room that Mr. Pease occupied, Mrs. Madison, is on what floor? A. When Mr. Pease took the room with me, he had a second floor room. He requested later to move to the third floor room when my son went on a trip around the world, because he liked that room. At present he occupies the third floor room.

MR. LOUIS H. COOK—Duly sworn for the petitioner.

Direct Examination by Mr. Cornish:

Q. What is your residence and business, Mr. Cook? A. I reside at #375 Park Avenue, New York City, and I am general counsel of the New York Life Insurance Company.

Q. Were you General Counsel of the New York Life in 1931? A. Yes.

Q. And prior to that how long? A. Since 1922.

Q. Did you have a conference with Mrs. Pease, the defendant in this cause around January 13th, 1931? A. Yes, I did.

Q. Will you be good enough to tell the substance of that conversation? A. Mrs. Pease called at my office in the afternoon of that day, and I had—perhaps I might add this, that I had agreed that I would see her—

Mr. Kronmeyer: I want to object as after the date on which Mr. Pease—I mean the separation of October 11th, 1930. It is irrelevant and immaterial.

The Court: I will permit it.

A. I asked Mrs. Pease what was the difficulty between her and Mr. Pease. She stated that

Mr. Louis H. Cook—For Petitioner—Direct.

he had left them and that he showed no interest in the children. She said that the children were then sick and I asked her why she didn't get a doctor. She said that the reason she didn't was because she was afraid Mr. Pease would not pay the doctor's bills. I told her I didn't think that this was true because that day he had been attempting to obtain a doctor. She also stated to me that he had shown too much interest in a secretary he had had in his former office before he came with the New York Life. I asked her how she knew this was true, and she did not explain to me how she knew that such was the fact. I asked her why they did not live together and she said that they could not get along and I said for the sake of the children there ought to be some reconciliation, and she said reconciliation was impossible, and that what she wanted to do was to go to the South and take her children and live there. That's the substance of the conversation.

Q. Did you have a conference with her after that in the presence of Mr. Arthur King? A. I did, about a week after. At that time we had a conference in my office, at which Mr. King was present and then there was a discussion of what settlement could be made if Mr. & Mrs. Pease still remained apart. I don't recall the exact terms of the settlement, but of course, it involved a question of money that Mr. Pease would pay for their care and the question of who should have the custody of the children.

Mr. Kronmeyer: I want to object. I think he should state what the conversation was.

Mr. Louis H. Cook—For Petitioner—Cross.

The Court: What did you say to Mrs. Pease or to her lawyer, and what was his or her reply?

10 A. Her lawyer was not present. Mr. Arthur King was present. His lawyer and Mrs. Pease. I don't know that I can recall the conversation that took place. It had to do with this question of settlement and Mrs. Pease stated that she was not satisfied with the settlement which Mr. King proposed.

Mr. Kronmeyer: I object because he says she was not satisfied with the settlement which Mr. King proposed, without stating what the actual conversation was.

20 The Court: You can cross examination him.

Witness: That's all I can recall about the second conference as to anything that was said to me by Mrs. Pease, except she did say that this settlement was not satisfactory to her.

30 Q. What did she say to you and Mr. Pease as she was leaving the room, do you recall? A. Well, she stated as she was leaving the room, that Mr. King and I were "old ladies."

Cross Examination by Mr. Kronmeyer:

Q. At this conference—by the way, you were general counsel at that time for the New York Life? A. Yes.

Q. And Mr. Pease, the petitioner, is your associate? A. One of my associates, yes.

40 Q. At the time of the conference, when Mr.

Mr. Louis H. Cook—For Petitioner—Cross.

King appeared at your office, you knew that Mr. King was a lawyer, didn't you? A. Yes.

Q. And you knew he was the attorney for Mr. Pease? A. I did.

Q. You yourself were an attorney? A. Yes.

Q. And Mrs. Pease was alone as far as herself was concerned? As far as counsel? A. She had no counsel. 10

Q. Did you say anything to her advising her as to her rights as to anything she might say pertaining to this matter; that she should have counsel? A. That recalls to my mind that I said to her that she ought to have someone to advise her, and she said at that time that she had no one to advise her.

Q. And you knew Mr. King before this time? A. No, I did not. 20

Q. At whose suggestion was it that Mr. King came to your office? A. I don't know that I can say. It was probably Mr. Pease's suggestion, but I cannot say. He came to my office, that's all I know.

Q. Are those the only two occasions when Mrs. Pease came to your office, the two you have testified to? A. I think that I might have met her some years before.

Q. I mean at your office? A. At my office, the only two occasions, yes. 30

Q. Was that the first time you learned that there were any differences between Mr. & Mrs. Pease? A. No, I had heard of them for some time.

Q. Did Mr. Pease speak to you about it? A. Yes.

Q. Was Mr. Pease requested to appear at these conferences? Did you request Mr. Pease to attend at this conference? A. I did not. 40

Mr. Louis H. Cook—For Petitioner—Cross.

Q. Did you after that tell him what took place at these conferences? A. Yes.

Q. And as I understand it, the first conference was on January 13th, 1931. How do you fix that date? A. Well, I can't fix the date positively myself. I know it was in the winter of 1931, that is, the early part of 1931; it was just about a week before I had the conference with Mr. King, and I fixed that date because I discussed it with Mr. Pease, and I put down the date, but I know it was about that time.

Q. And you have testified that during the first conversation which you had, simply you and Mrs. Pease were present? A. Yes.

Q. You have given the entire conversation? A. I would not say that. As I recall, we talked for perhaps a half hour or more. I cannot remember everything that took place. I will say now that there was some discussion about spiritualism but I don't remember what was said.

Q. But you do distinctly remember what was testified to? A. I do.

Q. And the second conference you had, at which you and Mr. King and Mrs. Pease were present, I understand that you can't recall just exactly what took place as far as the conference is concerned. Just portions that you recall? A. Yes.

Mr. Cornish: Were these conferences held at your solicitation or at Mrs. Pease's?

Witness: Well, that's a very difficult thing to answer, if I can answer just what I know.

The Court: It seems to me that you can answer that.

*Dr. George S. Cattanach—For Petitioner—
Direct.*

Witness: Mrs. Pease did not communicate with me directly.

The Court: It was in response to what Mr. Pease told you that Mrs. Pease came to the office?

Witness: Yes.

10

DR. GEORGE S. CATTANACH—Duly sworn for the petitioner.

Direct examination by Mr. Cornish.

Q. Where do you reside? A. New York City—Manhattan.

Q. Practicing medicine there? A. Yes.

20

Q. Do you specialize? A. Yes, in neurology and psychiatry.

Q. Do you know the defendant, Mrs. Blanche Pease? A. I do.

Q. Did she call on you in the early part of 1931? A. Yes.

Q. Did she call more than once? A. Twice.

Mr. Kronmeyer: I would like to know what the nature of this testimony is.

30

The Court: What is counsel's purpose?

Mr. Cornish: To show her attitude toward her husband during this period when the desertion was continuing.

The Court: Did she consult you professionally?

Witness: No sir. May I refresh my memory with a letter. I have a carbon copy of a letter I wrote Mr. Pease at his

40

*Dr. George S. Cattnach—For Petitioner—
Direct.*

request. He has the letter. This is simply a carbon. It may answer your question clearer.

10 Mr. Kronmeyer: May I see the letter. I want to object to this witness referring to a letter written only recently and using this to refresh his memory.

The Court: When was the letter written?

Mr. Cornish: March 12th, 1934.

The Court: I don't see that that's evidential. Give your best recollection.

Witness: Mr. Pease telephoned me first asking me if I would see his wife, and I said "yes."

20 The Court: Did you communicate with her?

Witness: I called her and asked her if she would come to the office, and she did.

The Court: Were you a friend of Mr. Pease?

Witness: I met his wife before I met him.

30 Q. What did she say to you in regard to her husband?

Mr. Kronmeyer: Will you please set the date?

Q. Do you recall the date? A. 1931.

Q. Early? A. I don't remember.

40 Mr. Kronmeyer: I object to this because it is not specified in the petition in this matter.

*Dr. George S. Cattnach—For Petitioner—
Direct.*

The Court: Why should it be?

Mr. Kronmeyer: And it is after the date alleged, October 11th.

The Court: How can you show willful desertion unless you show conduct after the date?

Witness: To the best of my memory, it was in the early half of 1931. 10

Q. What did she say to you about her husband? A. In reply to questions I asked her—

The Court: Tell what you said to her?

Witness: Mr. Pease had told me several things that had caused difficulties between them. Some things she had said to him. 20

The Court: You can go on and relate your conversation with her.

Witness: I asked Mrs. Pease how she felt toward him and if she was in good health. She said she was to the best of her knowledge—this having to do with a statement made by Mr. Pease, wondering what the trouble was. I asked her what the trouble was between them. She said there wasn't any trouble except that they couldn't get along. 30

Q. Did she blame him or take some blame herself?

Mr. Kronmeyer: I object.

The Court: State generally the conversation. 40

*Dr. George S. Cattanaeh—For Petitioner—
Direct.*

Witness: I made notes at the time, very brief notes, and that letter.

The Court: What did she say about the trouble between her husband and herself?

10 Witness: That Mr. Pease interfered with the children. Mr. Pease requested me over the phone to be allowed to see the children comfortably, without having to meet them outside. She said in turn that he was interfering with them; she wanted the children to be sent to a warmer climate, and some other things that I can't remember exactly this minute.

20 Q. Did you have a later conference with her?
A. I did.

Q. Do you recall what conversation passed between you at that conference? A. Very nearly a repetition of the first conference. I can't remember any differences.

Q. What was her attitude toward Mr. Pease as indicated by her conversation with you?

Mr. Kronmeyer: I object.

30 The Court: That's improper. The court should judge the attitude by her actions and speech.

Q. Do you recall any conversation with her which indicated her attitude and feeling toward Mr. Pease?

Mr. Kronmeyer: I object.

The Court: Perfectly proper.

40 Witness: Yes.

*Dr. George S. Cattnach—For Petitioner—
Cross.*

Q. Will you tell what the conversation was?

A. Mrs. Pease wanted the children sent to a warmer climate and now I recall that Mr. Pease made the statement that she had sent him a rattle with a note, "You can't play with me!" I asked her if she had sent such a thing, and there was no reply. That was at my first conversation. 10

The Court: Now we are talking about the second conversation. Was the question of any religious beliefs injected into this conversation.

Witness: No religious beliefs, no.

The Court: Mental beliefs then?

Witness: Mrs. Pease volunteered nothing. I asked her if she had any interest in spiritualism and she said that she had a friend who had given her a great deal of help through spiritualistic lines, but that was her own private affair and that was her own business; that she believed herself just in her actions and that Mr. Pease was wrong. Generally she was perfectly pleasant in her conduct and I simply had the impression that there was no getting a satisfactory answer. 20 30

Q. Have you related all the conversation that you recall? A. At this moment.

Cross Examination by Mr. Kronmeyer.

Q. You say that you had some conversation with Mr. Pease? A. Yes.

Q. When? A. About this time. One per- 40

Mr. Charles F. Weyant—For Petitioner—Direct.

sonal conversation with him between her two visits to my office.

Q. Pertaining to their domestic life? A. That's right.

Q. Do you know Dr. Findley? A. Oh, yes.

Q. Do you know whether or not at that time Dr. Findley was the doctor for Mr. & Mrs. Pease? A. No, I don't know that directly.

Q. Did Mr. Pease tell you? A. I don't remember sir.

MR. CHARLES F. WEYANT—Duly sworn for the petitioner.

Direct Examination by Mr. Cornish:

20

Q. Where do you live? A. #201 Linden Boulevard, Brooklyn, N. Y.

Q. What is your occupation? A. I am Assistant Paymaster of the New York Life Insurance Company.

Q. Have you with you the original checks of the New York Life Insurance Company that were paid to Mr. Ferdinand Pease, the petitioner in this cause? A. I have, from the time of the first half of November, 1924, to the first half of September, 1930.

30

Q. I offer them in evidence. (Received and marked P-56.)

The Court: What do you propose to show by them?

Mr. Cornish: The endorsements, to corroborate the fact that most of the checks were deposited by the defendant.

40

The Court: Take out the checks that

Mr. Charles F. Weyant—For Petitioner—Direct.

were deposited to the account of the defendant. That would be shorter.

Mr. Cornish: The following checks which I shall identify by the date and amount show the endorsement as follows:

“Pay to the order of Blanche L. Pease—Ferdinand H. Pease, signature; underneath, Blanche L. Pease; April 25th, 1930, \$479.16; May 9th, 1930—\$479.16; May 26th, 1930—\$479.16; June 10th, 1930—\$479.16; June 25th, 1930—\$479.16; March 26th—\$479.16; March 10th—\$479.16; February 24th—\$479.16; February 8th—\$479.16; January 28th, 1930—\$479.16; January 10th, 1930—\$479.16; August 28th, 1928—\$474.37; September 12th, 1928—\$479.16; September 25th, 1928—\$479.16; October 9th, 1928—\$479.16; November 10th, 1928—\$479.16; November 21st, 1928—\$479.16; December 11th, 1928—\$958.33; December 10th, 1929—\$958.33; November 22nd, 1929—\$479.16; November 9th, 1929—\$479.16; October 26th, 1929—\$479.16; October 11th, 1929—\$479.16; September 25th, 1929—\$479.16; September 11th, 1929—\$479.16; June 11th, 1929—\$479.16; May 24th, 1929—\$479.16; May 10th, 1929—\$479.16; April 25th, 1929—\$479.16; April 10th, 1929—\$479.16; March 25th, 1929—\$479.16; March 12th, 1929—\$479.16; February 25th, 1929—\$479.16; February 8th, 1929—\$479.16; January 28th, 1929—\$479.16; January 11th, 1929, \$479.16.” The following checks are endorsed as follows: “For deposit to the credit of Blanche L. Pease,” signed “Ferdinand H. Pease.” Check for \$479.16, dated July 25th, 1930; August 13th, 1928—\$474.37; January 10th, 1925—\$350; March 26th, 1925—\$416.66; March 10th, 1925—\$416.66; February 24th, 1925—\$350; August 26th, 1929—\$479.16. August 12th, 1929—\$479.16; July 10th, 1929—

10

20

30

40

Mr. Charles F. Weyant—For Petitioner—Direct.

\$479.16; July 10th, 1929—\$479.16; June 25th, 1929—\$479.16. All of the following checks are endorsed in blank by F. H. Pease or Ferdinand—

The Court: What do the bank deposits show, to whose account they went?

10

Mr. Cornish: Most of them show they went to the account of the defendant.

The Court: I asked counsel to aggregate the checks within these six years, that went into the petitioner's account.

Mr. Cornish: We have to trace these checks which are endorsed in blank, through her deposit sheets.

The Court: It will show on her account.

Mr. Cornish: It shows the date and amount, Your Honor.

20

The Court: Let me see the checks.

Mr. Cornish: A great many show the endorsement of Chase National Bank.

The Court: Is there any dispute as to the fact that during a long period of years, the petitioner in this case had turned over substantially all of his pay to this defendant?

30

Mr. Kronmeyer: During some of the period. Apparently from some of these checks it would appear that he cashed, himself and received the money. I have just looked at two or three.

Mr. Cornish: May I suggest that we segregate those during the noon hour and check by dates and amounts in defendant's account?

40

The Court: I am not running an accounting suit here. I am not going through this. I am not interested in the account. It is apparent from the testi-

Mrs. Blanche L. Pease—Defendant—Direct.

mony of the petitioner that he turned over his checks and he says so for all except certain periods of time. If he didn't turn them over, let the defendant go on the stand and deny it.

Cross Examination by Mr. Kronmeyer:

10

Q. I just want to ask one or two questions. Mr. Weyant, there are some checks, I suppose you have noticed quite a few which appear to have Mr. Pease's personal endorsement? A. Yes.

Q. That's all.

Mr. Cornish: That's our case.

20

MRS. BLANCHE L. PEASE—Duly sworn. Defendant.

Direct Examination by Mr. Kronmeyer:

Q. Mrs. Pease, you were in court yesterday? A. Yes.

Q. You are the defendant? A. Yes.

Q. Your full name is what? A. Blanche Lowry Pease.

30

Q. Where are you living now? A. #355 Marlborough Road, West Palm Beach, Florida.

Q. And the petitioner in this case is your husband? A. He is.

Q. And you heard him testify as to the date when the marriage took place? A. Yes.

Q. And that testimony was correct? A. Yes.

Q. After the marriage you and your husband lived together and you heard your husband tes-

40

Mrs. Blanche L. Pease—Defendant—Direct.

tify as to the way you lived and up to a certain time? A. Yes.

Q. Will you just state, did you and your husband live happily? A. Yes, we did. We had arguments.

Q. Until what time? A. Until about 1922.

10 Q. When was Elinor born? A. October 24th, 1919.

Q. And did you hear your husband's testimony as to the differences which may have occurred at the time of the birth of Elinor? A. Yes.

Q. Was there any difference in your attitude at that time or shortly thereafter towards your husband, due to the birth of Elinor? A. No, there was not.

20 Q. Did your daughter Elinor take a second place in your life at that time? A. Certainly not.

Q. When did you say trouble existed between you and your husband? At what time? A. In 1922.

30 Q. And will you just state what took place in 1922 as near as you can, the date and place. A. We went up to Cedar Beach, Vermont. It was sometime in July. Before that time and on several occasions, he had often told me about a certain woman, and when we went up there to Cedar Beach, he was quite sick with the mumps. He had taken it from Billy, my son. He was very sick. His conscience bothered him a good deal and he told me the whole story about this woman. She was a stenographer. He had spoken on several occasions about her, but I married him in good faith. I thought he was sincere.

The Court: What was said?

Witness: He told me that he was in-

Mrs. Blanche L. Pease—Defendant—Direct.

fatuated with this stenographer and that he had been intimate with her.

Q. What else was said? A. It was a great shock to me and I told him. I said, "Even if you did not care for me, at least you might have been decent on account of the children. 10

Q. What did he say? A. He said, "I am sorry, but it is the truth."

Q. Was anything further said at that time? A. He told me all about her. He said that this stenographer was in the firm of Hunt, Hill & Betz, and he told me that when he formed his own law firm that he took her to his office there.

Q. Was anything further said? A. He told me he had been intimate on several occasions. Mr. Pease told me. 20

Q. Anything further said? A. What do you mean?

Q. I am asking you. A. He just told me all about her, that was all, and he said that she was at the New York Life.

Q. I mean to say, did you object? Did you say anything about getting rid of this stenographer? A. Yes. I said it seems to me that the best thing for you to do is to let her go and hire another stenographer, and he said he would do so. There were a couple there by the name of Pit Mason, who was his partner, and they came up over the week-end. It was such a shock to me that—I was pregnant at the time—I lost my baby, as I have already stated in a letter to his father, which I wrote five years later. I never mentioned anything about it to any member of his family. His mother and his father, Mr. Pease, my two children, his grandmother Henry and I think his sister Katherine and myself were 30 40

Mrs. Blanche L. Pease—Defendant—Direct.

up there at Cedar Beach. I was in Grandmother Henry's room.

Q. Was this when the conversation took place?

A. No, when he and I were alone. What I am trying to say is this; that I had my miscarriage right there.

10

The Court: What did your husband say? We are not interested in the details of the miscarriage.

Witness: He said he would try and get rid of her.

Q. You were present yesterday when Mr. Pease testified about certain indebtedness that he contracted. Do you know about that? A. Yes, I do.

20

Q. When was that? A. When he formed his law firm in, I think, in 1921. He had to borrow from the bank, from the Glenridge Trust Company. He also borrowed \$1,500 on one of his life insurance policies. He borrowed from a number of friends. I do not know the exact amount. He never requested me to keep an account of anything.

30

Q. Was there any argument due to the indebtedness which Mr. Pease contracted? A. No, there wasn't any argument. I felt very badly.

Q. Was there any talk that you and your husband had concerning this matter? A. Yes, I had always been brought up not to go in debt and I felt very badly that he should go in debt, because I did not think it was necessary.

Q. You had a talk with your husband? A. Yes.

40

Q. When did you speak to your husband about this? A. It was during the time that he had formed his law firm with Pit Mason.

Mrs. Blanche L. Pease—Defendant—Direct.

Q. When was that? A. It was the Fall of 1921, and then during the year of 1922, as I remember.

Q. What talk did you have with your husband? State the conversation concerning the indebtedness and any arrangement made for paying it off.

Q. We talked things over very quietly, and I asked him if he was willing to let me handle his money. Bills meant nothing to him. The debt did not seem to worry him as it did me, and he was very willing to let me have them.

Q. What was said? A. He said, "I would much rather have you handle the checks." He said, "You always seem to make both ends meet. I think you are a great deal better business woman than I am a business man, and I am perfectly willing for you to have my checks and pay the bills."

Q. Did he turn over to you his checks? A. He let me have the checks twice a month for nearly seven years, with the exception of a few times when he deposited those checks in his own account.

Q. And you deposited those checks in what account? A. I deposited those checks in the account of Glenridge Trust Company, at Glenridge, N. J., when we lived at Glenridge and when we lived at Monclair.

Q. And your husband was aware of the fact that you made those deposits there and had that account there? A. Yes.

Q. Did he have access to your bank book? A. He knew all about it.

Q. And these moneys were deposited, these salary checks, from time to time, in this account, I assume that you drew checks against it for

Mrs. Blanche L. Pease—Defendant—Direct.

household expenses and otherwise? A. Yes, I did. I was always brought up to pay cash and most of my bills were paid in cash.

Q. What bills did you have to pay from this account? A. I had to pay the rent and all our living expenses and personal expenses. I had to pay the remainder of the debt. I had to pay—

10 Q. You say, "the remainder of the debt?"
A. Yes, which he contracted from the Glenridge Trust Company.

Q. And what else? A. And the people from whom he had borrowed money.

Q. And wearing apparel for yourself and children? A. Everything.

Q. Did you at times give him money? A. I gave him all he wanted. I paid doctors' bills.

20 Q. By the way, about doctors' bills, you were sick during 1922? A. I was.

Q. And at other times during this period? A. Yes.

Q. How about the children? A. It was not very good. My Elinor has always been delicate. I have had many doctors and I have had osteopaths as well.

30 Q. Give the names of these doctors. A. We had for many years, Dr. Ringsland in Montclair. He is now dead. We had Dr. Seidler, who worked a great deal with Dr. Ringsland. We had him once or twice. We had Dr. Weston, Dr. Wolf, Dr. Richardson, a specialist. We had a Doctor John Maxwell from Newark, and we also had another Osteopath whose name I can't now recall, who used to live on Lincoln Street, and then moved to Bloomfield. We also had a Dr. Hubbard in Montclair.

40 Q. And Mrs. Pease, when you lived in New York, at #322 Central Park West? A. I had

Mrs. Blanche L. Pease—Defendant—Direct.

Dr. Findley. He attended both the children when they were quite sick, and also I had Dr. Moretsky, who lived at #322 Central Park West, when Billy fell and injured his leg. He went right to Dr. Cohen, but he just looked at the leg. I didn't know him, and I called Mr. Pease at once. It was on a holiday. It was three days after he walked out and left us, and I said, "I am very anxious to have a doctor for Billy," and he said, "I will bring Dr. Findley right away."

10

Q. During this period of seven years when you say the checks were turned over to you, I understand that you paid the loan and all of these bills, and part of the indebtedness that your husband contracted, is that right? A. Yes.

Q. Is there any part of these moneys that your husband gave you, which were used by you for any other purpose outside of the matters that you have testified to? Namely, doctors' bills, and household expenses, and paying off indebtedness, etc.? A. No.

20

Q. Was it during that time that you received money from an estate? A. Yes, my grandmother's estate.

Q. What did you receive at that time from your grandmother's estate? A. You mean from the time—

30

Q. I mean during this period of seven years. A. My grandmother died in 1921, November 1st, 1921, and the New England Trust Company is trustee of her estate. It was some time before they settled the estate, but I think it was a year later they began sending my income.

Q. What did that amount to? A. I can't remember the exact figures. I think it was around \$1,900, the first year, because they were so long

40

Mrs. Blanche L. Pease—Defendant—Direct.

in settling her estate that my income came to a little bit more maybe, and each year I think it has been a little less, \$1,900, \$1,800, \$1,700, \$1,600, \$1,300, and this last year \$1,275 or around that.

10 Q. And these moneys that you received from your grandmother's estate you deposited those in an account, didn't you? A. Yes, in the Glenridge Trust Company, along with his checks.

Q. Were those moneys used also for the purposes you have testified to? A. Yes, I was always willing to help him whenever I could.

20 Q. And was it during this time or later on that you had an account or before that time that you had an account in the Burlington Vermont Bank? A. Yes. I can't remember when I opened an account. I imagine Mr. Smith can tell you. I think it was in 1912, when I was married, and the money that I deposited in that bank was the money that my grandmother, Mrs. Powers, gave to me.

Q. And that account, was that closed? A. Yes, before I left Glenridge it was closed.

Q. And you say Mr. Smith—is he in Court? A. Yes, he is.

30 Q. And were the loans to the Glenridge Trust Company, the loans which you testified to, were they paid off in full? A. They were. I can't remember the exact date, but it seems to me that they were finally paid off in 1927, and I don't remember the exact amount that he borrowed from the Glenridge Trust Company, but I was under the impression that the loan was more than he stated.

40 Q. Was there any time, Mrs. Pease, during this period of seven years, which you have just testified to, when your husband asked you for

Mrs. Blanche L. Pease—Defendant—Direct.

money and you refused and declined to give him any? A. No, I was always very happy and willing to give him what I could.

Q. And the rent was how much? A. In Glen-
ridge, \$100, but that does not include everything.
There was the coal, the light, commutation, both
his and mine. He went back and forth to New
York. 10

Q. Did you have an automobile at that time?
A. No, I did not.

Q. Did you ever have one? A. No, we did
not.

Q. Were there insurance premiums to be paid?
A. Yes, I had a good deal of insurance to keep
up.

Q. What did the premiums amount to? A.
Different years I had different amounts to pay.
I will say this last year the premiums amount
to, I think, around \$1,400, if I am not mistaken,
less the dividend, about \$400 and some odd dol-
lars. At different years he took more insurance
out. At first he had very little. 20

Q. Can you estimate approximately how
much the other household expenses amounted
to? A. There were different amounts different
years. It is a little difficult to keep an account
of everything. He always knew what I spent
the money for. 30

Q. Did he ever ask you to account for any of
the moneys that you received? A. No, he said
he was very satisfied with the way I handled his
checks and that he could not see how I could
pay all the bills.

Q. Now, Mrs. Pease, was it in the Spring of
1925, was that about the time when your daughter
Elinor had the whooping cough? A. She never
had the whooping cough. 40

Mrs. Blanche L. Pease—Defendant—Direct.

Q. What was her ailment? A. It sounded like the whooping cough. We both had a very severe cough, but we did not have the whooping cough, although it did sound a little like it.

10 Q. Did you at that time object to having a physician for your daughter Elinor? A. I did not. I have never objected to having a physician for either Elinor or Billy.

Q. Did you say anything to your husband about having conferred with a spiritualist or medium and having been advised that it was not necessary to have an operation? A. No, I did not. I did not approve of the operation. I felt that the child had coughed so much that her ear was inflamed. I asked Dr. Weston, and he thought she ought to have an operation and that we had better call in Dr. Richardson, which we did. He operated on Elinor.

20

Q. That was Dr. Richardson? A. Yes.

Q. Your husband, Mrs. Pease, testified that in February 1925 you became interested in a spiritualistic medium, and in your husband's petition it is alleged that you became interested with this spiritualistic medium in 1921. Did you know this Mrs. Cook in 1921? A. I didn't know Mrs. Cook in 1921.

30 Q. When did you first become acquainted with Mrs. Cook? A. In the Spring of 1925, about, I should say, May.

Q. How did you become acquainted with Mrs. Ellen Cook in 1925? A. I had heard of her through my grandmother. My grandmother was a spiritualistic and she brought me up in this truth; and Mr. Pease knew before he married me that I was a spiritualist.

40 Q. When Mr. Pease married you, you were living where? A. In Washington. I was living

Mrs. Blanche L. Pease—Defendant—Direct.

with my grandmother in Washington. My grandmother took care of me from the time I was fourteen.

Q. And Mr. Pease was living where? A. Across the street, in an apartment, on 14th Street. My grandmother and I were at the Cochran Hotel in Washington. She spent a good many winters there, and during the last nine years of her life she was at the Marlborough in Atlantic City, and I spent many summers with her, and Mr. Pease also spent many summers there. 10

Q. What was your grandmother's name? A. Ellen F. Powers.

Q. How long before your marriage did you know your husband? A. About two years.

Q. During that period did he meet your grandmother? A. Oh, yes. 20

Q. And during that period were there any talks when you and your husband were present and your grandmother was present, pertaining to spiritualism? A. Yes, indeed.

Q. And your grandmother died when? A. In 1921, November 1st, she was buried in Massachusetts.

Q. And did your husband attend the funeral? A. Yes.

Q. And during the period from the time of your marriage and up to the time of the death of your grandmother, did your husband repeatedly at times meet your grandmother? A. Oh, yes indeed. 30

Q. Where? A. At the Cochran Hotel and in Atlantic City at the Marlborough.

Q. Did your grandmother also during that period go to Point Independence or Cape Cod? A. Oh, yes, before I ever met Mr. Pease. At 40

Mrs. Blanche L. Pease—Defendant—Direct.

least when I was fifteen years old my grandmother took me down to the Cape and we went to Point Independence and Onset—all over the Cape. We were very fond of it.

Q. And do you know whether or not your husband visited Mrs. Ellen Cook at any time? A. Yes, I do.

10 Q. Who was Mrs. Ellen Cook? A. Mrs. Ellen Cook is Pastor and Medium of the William T. Stedman Memorial Center. It is an organization incorporated in five states. For many years she was in Chicago, Illinois; she has been in public work for thirty years or more.

20 Q. And has she written any books? A. Yes, she has. She has written some very wonderful books—"God's World", which belonged to my grandmother, is one book and "The Voice Triumphant". She has also written the "World next Door."

The Court: We are not concerned with her literary attainments.

Q. Now Mrs. Pease, you say your husband visited Mrs. Cook, is that right? A. Yes.

30 Q. And on how many occasions that you recall? A. On several occasions.

Q. Where? A. At #41 West 88th Street. He went to her meetings and he also visited her at Point Independence, Mass.

Q. And stayed at her place at Point Independence? A. Yes.

Q. While you were there? A. Yes.

Q. Did your husband read this book, "God's World"? A. Yes, he did.

40 Q. What was the character of your relation

Mrs. Blanche L. Pease—Defendant—Direct.

with your husband between 1926 and 1927? A. I can't remember anything exceptionally unusual.

Q. Did your husband have any quarrel with you during the summer of 1926 about Mrs. Cook? A. No, we never had any.

Q. Now, is it true that during the Fall of 1926 until sometime in 1927 there was a growing hostility about Mrs. Cook? A. No. 10

Q. Or about anything else? A. No.

Q. Did Mrs. Cook at any time attend your own home and have dinner? A. Yes, she did.

Q. Was your husband present? A. He was.

Q. Was the conversation pleasant or how was it? A. Yes.

Q. Was any objection made to Mrs. Cook, about her being present? A. No. 20

Q. Now, Mrs. Pease, you say that your first trouble was in 1922 when your husband told you what occurred—a conference that took place at Cedar Beach. What was the next thing that happened? A. In 1923, he took some bonds out of a safety box that we had. The bonds were given to me by my mother, my step-mother, and my grandmother.

Q. Did you see that yourself? A. He was the only one who had a key to the box and I had a key, and he admitted at the time that he did take them. 30

Q. What were these bonds? A. Liberty bonds.

Q. How much in amount? A. \$10,000, about.

Q. When did you learn that the bonds were missing? A. I learned that day they were missing in January of 1923.

Q. And then did you have any talk with your husband concerning the same? A. Naturally I 40

Mrs. Blanche L. Pease—Defendant—Direct.

asked him where the bonds were and he said that he took them and had spent the money.

Q. Was anything else said? A. I asked, "Who did you spend the money on?"

Q. What did he say? A. Various women.

10 Q. Did he tell you where or how he disposed of the bonds? A. No, they were coupon bonds.

Q. Did you ask him about it? A. I asked him, but he was not willing to tell me. He said he was sorry he had spent the money.

20 Q. Then were there any other times that things were missing that belonged to you? A. Yes, there were. I had noticed—I used to keep money in the desk, and I had noticed that at times something was missing. I came home one day from New York and he was at my desk and the desk was open. I had locked my desk before I went to New York and I said, "How did you open my desk?" All he said was, "I had a key." He was a little deaf and still is, and he didn't hear me come up the stairs. He thought I was coming home on a later train, and he was at my desk.

The Court: When was this?

Witness: This was at #104 Lincoln Street; several times while we lived there.

30 The Court: What year and month?

Witness: It was in 1921, 1922, and 1923 and also at #92 Willowdale Avenue.

The Court: When?

Witness: 1925 and 1927.

The Court: How much money did he take?

Witness: I am not sure.

40 The Court: A substantial amount or a small amount?

Mrs. Blanche L. Pease—Defendant—Direct.

Witness: Several hundred dollars.

The Court: Were you in the habit of keeping several hundred dollars in your desk?

Witness: I was.

The Court: Those Liberty bonds, where did you keep those?

Witness: In a box in the closet—in a safety box. 10

The Court: You didn't have a safe deposit box for them?

Witness: No.

The Court: Why not?

Witness: Well, I was accustomed often to keep my money and things in the house.

Q. Did your husband know about it? A. He did. 20

The Court: These bonds were taken in 1923?

Witness: Yes.

The Court: And in what kind of a box did you keep them?

Witness: One of those black tin boxes.

The Court: How did your husband have a key? 30

Witness: I gave him a key.

The Court: Notwithstanding the fact that you had seen him steal money in 1921?

Witness: Yes, I didn't think he would take the bonds and go off and sell them.

Q. Now, was there a period when Mr. Pease assumed control of the finances? A. At different periods, yes. 40

Mrs Blanche L. Pease—Defendant—Direct.

Q. When was that? A. I don't remember the exact years or months that he took the checks—every now and then.

10 Q. I am not asking about the checks. When was the time that Mr. Pease assumed, as I understand, control of the finances? There was a period wasn't there, from 1921 or 1922 to the time of the separation? A. Yes. Well, he gave me the checks in 1923 or 1924 and up to the time he walked out, and during different years he would deposit the checks to his own account. I don't remember the exact years or months but there were several times when he did that.

20 Q. Did you tell him at any time that if he would not turn over his entire income to you, that he would not be permitted to go with you to Point Independence or Cape Cod? A. No, Mr. Kronmeyer, I did not.

Q. In connection with Cape Cod, will you tell the Court as to what your attitude was toward him and what you said about his going to Cape Cod to visit you? A. The first summer we went there we stayed at Pine Tree Inn Hotel, Mr. Pease, Billy and Elinor and I. He embarrassed me very much by going to the Manager and his wife and telling most personal things to them.

30 Q. Who do you mean? A. The Manager and his wife; and that embarrassed me very much and I asked him to please not do it. He always did that. All the neighbors in Glenridge and Montclair, he would tell his most intimate personal affairs and it embarrassed me very much, because I never was accustomed to discussing my affairs with anyone. Not even his own people.

40 Q. I am asking you now about your going to Cape Cod and whether or not you invited your

Mrs Blanche L. Pease—Defendant—Direct.

husband to go along with you? A. Yes, I told him he could come whenever he wished.

Q. What did he say? A. He said he would love to.

Q. At times where did you and your daughter spend your vacation? A. We stayed at Mrs. Cook's, the church at Point Independence. He was always very welcome there by Mrs. Cook. Mrs. Cook wrote and told him that he was welcome at any time to come down and see us.

10

Q. You were with your daughter there? A. Yes.

Q. Did your husband at times spend his vacation while you were there at Cedar Beach? A. Yes.

Q. And at those times would he have your boy with him at that place? A. Yes.

20

Q. Mrs. Pease, did you at any time say to your husband,—I mean at any time during the period from 1921 until October 1930, say to your husband that you did not love him—that you hated him? A. No, I never said that.

Q. Did your husband at any time say to you that he hated you? A. Yes, once. It was after he came home from Vermont, from Cedar Beach. It was the day after Labor Day, 1930. He came home and that night he ordered me out of his bed and told me that he hated me, and to get out of the room and room with Elinor.

30

Q. What else was said? A. There was nothing else I could say.

Q. Did you go with Elinor then? A. I did. I was ordered out and I went.

Q. Was that the only occasion or were there any other times when your husband expressed a dislike for you, in the way of stating that he hated you? A. I think that was the only time that he told me that he hated me.

40

Mrs Blanche L. Pease--Defendant--Direct.

Q. That was in September 1930? A. 1930.

Q. Then you were living where? A. At #322 Central Park West.

10 Q. How is it you came to live at this address at #322? A. We had lived quite a number of years in Glendrige and Montclair. The last apartment we were in at #92 Willowdale Avenue was very cold. It was a two family house. No matter how much coal I burned, I couldn't heat the place, and I said to Mr. Pease, "Don't you think it is better for the sake of the children, that we try and find a steam-heated apartment. He seemed very willing. We looked all over Montclair. The only apartment which was suitable, as far as the steamheated apartment was concerned, was up on Bloomfield Avenue, but it was too small, so then we had heard of 20 an apartment in Grantwood, New Jersey, and I said to him one day, "I have been out to Grantwood, and have found a very nice apartment there. They will put two apartments together for me and we could take a three year lease." It was a steamheated apartment. The rent would have been \$167.00. He refused even, to look at the apartment, so then we looked in New York, and Mrs. Cook had a nervous breakdown, and she was willing to sub-let her apartment. 30 Mr. Pease went over there with me, and looked at the apartment, and he liked it very much. He said to me, "If you take this apartment, do you think that you could swing it?" I said, "I am very sure that I can. I will do my best. I am willing to cooperate in any way I can." He liked the apartment because he thought he would be able to entertain his friends. We had a talk with Mrs. Cook. She did not care whether we took the apartment or not. 40

Mrs Blanche L. Pease—Defendant—Direct.

She was sure that she could sublet it anyway. It was in a very nice location by the Park, and I thought of the children and then I thought, it is a much nicer apartment and we won't have to fuss with the furnace, and it is large enough.

Q. How many rooms were there? A. It had a very large sitting room, with a fireplace, overlooking the Park; two lovely bedrooms overlooking the Park, with bath between; then another room on a Court, with a bath, a foyer, and dining room, a kitchen, maid's room, and a bath for the maid, which I used.

10

Q. Did Mr. Pease assume the lease of Mrs. Cook? A. No, he did not. He didn't wish to do that. He wanted his own lease. He took a four year lease. The rent was \$4,000.00 a year, except one month, for three years; the last year he had to pay rent for the twelve months. It came to about \$299 a month.

20

Q. When you moved to New York and lived at this apartment, your husband was still with the New York Life Insurance Company? A. Yes.

Q. Did you prepare his meals for him? A. Yes, I did.

Q. Did you at any time ever refuse to prepare meals for him? A. No, I did not.

30

Q. Did you at any time fail to provide meals when he required them? A. No, I did not.

Q. Did your husband always come home for supper? A. No, he did not always come home. After that time when he came home from Cedar Beach, Vermont, and ordered me out of his room, he preferred to take his meals out.

Q. Did he at times phone you and tell you that he would not be home for meals? A. Yes.

Q. What did he say? A. He said, "I have a

40

Mrs Blanche L. Pease—Defendant—Direct.

little business to attend to. I have some work here that I have to do.”

Q. Would you have the meals prepared? A. Yes, I would.

10 Q. At times during that period what time did he come home? A. He used to come in very late at night or early in the morning and would slam the door and wake up the children.

Q. Was that, Mrs. Pease, during the two years of the first period of this lease at #322? A. Oh, no. I am referring to about a little over a month before he walked out, and then he came home very late.

Q. What date did you refer to? A. October 11th, 1930.

20 Q. How long previous to that time did you say that he came home at these hours? A. After he came from Vermont, after Labor Day, there was hardly a night that he did not come home twelve, one, and two o'clock.

Q. Are those some of the times when you had the meals prepared for him? A. Well, no. He told me that he preferred to take all his meals out after that.

Q. When did he tell you that? A. The next morning after he kicked me out of his room.

30 Q. And on October 11th, 1930, just tell the Court what took place; what was said by Mr. Pease, what was said by you, Mrs. Pease. First of all, tell me who was present. That was a Saturday, wasn't it? A. Yes.

Q. Who was present? A. Mr. Pease, my son Bill, Elinor and Miss Perkins was there.

40 Q. What was said that morning? Did you have a quarrel? A. Well, all that month, of course, he had acted very ugly and disagreeable, and he had said on various occasions, “Why

Mrs Blanche L. Pease—Defendant—Direct.

don't you get a divorce?" I said, "I don't care to get a divorce." He said, "Why not?" I said, "Because I don't wish my children to have a step-mother." He said, "I will get a divorce." I said, "You can't get a divorce in New York City."

Q. When was this? A. After he came home from Cedar Beach, Vermont, over Labor Day, in September, 1930. I said, "You can't get a divorce in New York City." He said, "I can go to New Jersey." I said, "What will you claim?" He said, "I will claim mental cruelty." I said, "You can't say that and tell the truth." The morning of October 11th, 1930, he packed his clothes in suitcases and bundles and he said, "I am going to Montclair. You can come if you want to." About eleven o'clock he slammed the door and walked out. 10 20

Q. Was there anything said about his kissing you and "being a sport"? A. As he walked out, he said, "Well, let's be a sport and kiss each other goodbye." After what had happened—after I had been kicked out of his room, I did not see why I should kiss him goodbye.

Q. Did you ask him where he was going in Montclair? A. He said, "I am going to Mrs. Madison's rooming house." 30

Q. What did you say? A. I said, "Well, after the apartment is off your hands, you have two more years' lease, I am willing to go anywhere, provided the place is suitable for the children. A rooming house is not a home." After he walked out, I called up Mrs. Madison.

Q. Did you call Mrs. Madison before that, as she testified to this morning? A. No, I called Mrs. Madison the day he walked out, and I said, "Mrs. Madison, this is Mrs. Pease." I said, 40

Mrs Blanche L. Pease—Defendant—Direct.

“How many rooms has Mr. Pease engaged?” She said, “Why only one room.” I said, “One room?” She said, “Yes.” I said, “Have you any other rooms?” She said, “No, I haven’t any at the present moment. All my rooms are taken.” And Mr. Pease, as I understood, only engaged the one room. She said, “If you and your children came out, I would have to put your boy, if you wouldn’t mind, on the top floor with my son.”

10
20
30
Q. And was there any other conversation over the telephone that you had with her? A. Yes, I went to see her, Monday morning, the following Monday morning. She told me the same thing. She said that Mr. Pease had only engaged one room and that she had nothing for the present. Later on she might have room, but that she would, if I were willing to put Billy in the room with her son. I knew her house very well, because we lived very near there on Wil- lowdale Avenue. She lived on Lincoln Street, and right around the corner from her house were colored people. I remember going there one day myself to find a laundress and I remember going to that house. I remember that there was a col- ored woman and her little girl there, and if I am not mistaken, before we left Montclair there was another house right on Lincoln Street, where colored people moved in, and I think it was just a few doors down from Mrs. Madison.

Q. Did you at any other time visit the Madi- son house? A. I did not.

Q. Did you tell your boy Billy to go out there and visit your husband? A. Yes.

Q. When did you tell him that? A. A week later he went out and spent the night.

40
Q. Did Billy go out at any other time to your knowledge after that? A. No.

Mrs Blanche L. Pease—Defendant—Direct.

Q. Now, Mrs. Pease, on October 11th, was the lease on the apartment at #322 still in force?

A. Yes.

Q. For how long a period? A. Two years.

Q. Did you and the children remain in that apartment until the termination of the lease? A. Yes, we did.

Q. And who paid the rent? A. Mr. Pease. 10

Q. Did Mr. Pease at any time after that October 11th, 1930 write you or did he in any way communicate with you and ask you to go out and live at Montclair, New Jersey, in this Madison house after this date? A. No, he never asked me.

Q. Did he ever write you or communicate with you in any way by visiting you and stating that he had provided a home for you at any other location? A. No, he did not. 20

Q. You were present this morning when you heard Mr. Cook, the General Counsel of the New York Insurance Company, testify? A. Yes.

Q. How did you come to go and see Mr. Cook on that occasion? Was it at the request of anyone? A. No, it was not. Mr. Pease for over a year and a half gave me \$35 a week—what he called "for the table," and allowance for myself and my children. Sometimes it was \$40, \$5 for laundry. He paid the rent of the apartment, but he was most always behind in his rent, sometimes two months, sometimes three months. Whenever I thought the children needed clothes I wrote and asked him. He would not take my word for it, but would write to Billy and Elinor and say, "What do you need? Let me know how much you want." Most always he sent the money to them. Sometimes he would send a check to me with a little slip of paper pinned on the check and each item on the check. 30 40

Mrs Blanche L. Pease—Defendant—Direct.

Q. How was it that you went to see Mr. Cook?

A. I tried my best to make Mr. Pease reasonable. He tried to give me as little as possible to live on, and I told him it was impossible to live the way I was living. I only asked for a fair amount. I said, "If you will give me just a fair amount each week for myself and the children." He would not be reasonable and when he walked out he gave me \$60; then cut me down to \$50 and then to \$35. When he did this, I went to his office and stayed there three hours. I said I didn't want to appeal to anyone, and I said, "I am forced to appeal to your employer if you can't be reasonable, and if he doesn't do anything for me, I will keep on until I get my rights." He would not do anything, so I called up Mr. Cook and I said, "Will you allow me to come down and speak to you?" And he said "Yes," and I went down, and I laid the facts before Mr. Cook. He turned a deaf ear to me, because he had been greatly prejudiced. He had been told all sorts of untruths by Mr. Pease. I saw that he would not do anything. Before Mr. Pease walked out he told me to get an attorney.

Q. Who was present the first time you went there? A. No one, just Mr. Cook and myself.

Q. What was said by Mr. Cook, and what by you? A. I said, "You know Mr. Pease has walked out and left us." He said, "Yes, he told me so," and then he started in about Mrs. Cook and about spiritualism.

Q. Who did? A. Mr. Cook. And I simply went to him to ask him if he couldn't reason with Mr. Pease as I was not able. So then he said, "If you wish me to, I will have Mr. Pease and his attorney, and we will have a conference here." He spoke to Mr. Pease, but Mr. Pease

Mrs Blanche L. Pease—Defendant—Direct.

was not willing to be present; so when I went there the only person there was Mr. Cook and Mr. King.

Q. That was the second conference? A. Yes.

Q. And where did that take place? At Mr. Cook's office? A. Yes.

Q. And Mr. Pease was not there? A. No, he did not want to be present. 10

Q. Mrs. Pease, did you tell Mr. Pease, during the talk you had with him, to which you have testified, which took place at Cedar Beach, that you knew there was adultery between your husband and his stenographer? A. I didn't. He admitted it himself.

Q. Did you ever accuse your husband of adultery? A. Never, I didn't need to.

Q. Mrs. Pease, are the two occasions which have been testified to, namely, when you went to see Mr. Cook, the General Manager of the New York Life Insurance Company, the only two times that you went to see him about these money matters? A. Yes, I think it was just twice that I went to see him. 20

Q. And did you ever go and speak to him about any other matters? A. No.

Q. Now, Mrs. Pease, the children, Elinor and Billy, your children, in whose custody have these children been since October 11th, 1930? A. In my custody. 30

Q. Have they, with the exception of the one time when Billy went to Montclair, been in the custody of your husband? A. No, they have not.

Q. Did you ever say to your husband that the only reason he had a good job was that your spirit guides saw that he got it so that he could have this fine income which he testified to, and that your husband had neither the strength or 40

Mrs Blanche L. Pease—Defendant—Direct.

the ability to fill a job as that? A. I don't recall that I ever said that.

Q. Did you and your husband spend vacations at times at Cedar Beach, in Vermont? A. Yes, indeed. We were there many years.

10 Q. When did you go there? A. In the summer, during July and August, and sometimes part of September.

Q. What years? A. From the time we were married in 1912 until I think, through 1925, with the exception of one summer when we went to Point Pleasant on the New Jersey coast. I think it was the summer of 1924 that I went to Point Pleasant.

20 Q. Did you in the summer of 1926 tell your husband that you did not care to go to Vermont with him? A. No, I didn't tell him I didn't care to go to Vermont, but I said that we had such a beautiful place to go to on the Cape and it was a much more beautiful place for the children and a healthier place.

Q. Did you or your husband pay Mr. Pease's parents for board at any time while you went to Cedar Beach during the summer? A. Yes, we did.

30 Q. Did you refer to payments to be made to them in some of the letters which were produced here by counsel for your husband? A. I recall one letter anyway that I did.

Q. Have you anything to show that payments were made to Mr. Pease's father or mother while you stayed there at Vermont? A. There were two checks that I submitted.

Q. Are these the two checks, Mrs. Pease, which have been marked for identification? A. Yes.

40 Q. Whose checks are those? A. They are mine.

Mrs Blanche L. Pease—Defendant—Direct.

Q. On what bank? A. Glenridge Trust Company.

Q. And they are both dated in August, 1925?
A. Yes.

Q. Mrs. Pease, where did you get these checks? A. They were in a letter—in one of Mrs. Pease's letters, and I didn't know that I had them.

10

Q. I offer them in evidence. (Received and marked D-3 and D-4.)

The Court: How much are they for?

Mr. Kronmeyer: \$50 and \$56.

Q. Your husband, I believe, testified and stated at one time you made a gift to, I believe, his mother, of \$100.00, is that so? A. Yes, the first check I received from my grandmother's estate.

20

Q. When was that? A. I think it was in 1922, I think, or '23. I will not be sure. I never kept the dates.

Q. Besides these two checks which have been produced and offered in evidence, were there other payments that you made to Mrs. Pease?
A. Mrs. Pease, yes.

Q. Did you ever have any quarrels with your husband concerning Mrs. Cook and her teachings?
A. No.

30

Q. Your husband testified that there was a certain growing hostility about this—was that true? A. No.

Q. Did Mrs. Cook invite you and your husband to Point Pleasant during the summer of 1927? A. Yes, she did.

Q. Did your husband say to you then that you knew of his hostility to her teachings?
A. No.

40

Mrs Blanche L. Pease—Defendant—Direct.

Q. And did your husband go with you that summer to Point Pleasant—or rather Independence? A. He knew he could any time he wished. Yes.

10 Q. Where did you stay when you went to Point Independence? A. At the William T. Stedman Memorial Center, Mrs. Cook's home.

Q. How long did your husband stay there? A. He came down whenever he wished, week-ends, some week-ends, I don't recall the dates.

Q. While you were up there at Cape Cod, during these years, did your husband at times send you candy? A. Yes, candy and flowers, and two books written by Conan Doyle and he sent me another book of Hindu poetry.

20 Q. Did you ever tell your husband that you never loved him? A. No.

Q. Did you ever tell your husband you only married him to get a home? A. I did not.

Q. When you moved to New York, did your husband just previous to moving to New York say that he did not want the children to grow up in New York City? A. No, he did not.

Q. Did you say that you were going to New York and that he could come along if he wanted to? A. No.

30 Q. Did you say that you were going to New York and that he could go anywhere else he saw fit? A. No, he was very glad to go to New York.

Q. When you took the apartment in New York, what was your husband's salary? A. I don't remember exactly just how much it was. Let me see—I think it must have been \$10,000 or \$11,000.

40 Q. At that time did your husband telephone to Mrs. Cook and have a talk with her over

Mrs Blanche L. Pease—Defendant—Direct.

the phone, just previous to going to New York City? A. I don't recall. He may have.

Q. Did you say to your husband that if he would take this apartment that he could go down and see you during the summer? A. He understood that he could always come.

Q. Did you say that? A. No.

Q. Did your husband say that he would go to New York if you became a real wife to him? A. No, he did not say that.

Q. Did you in the Spring of 1929, while at the breakfast table, say to Mr. Pease, in the presence of your two children, that the children knew what was going on about his going around with other women? A. No, I never said that.

Q. Did you ever say that? A. No, I never said anything in front of the children.

Q. Did you at that time throw a glass of water in the face of your husband when the children were present? A. No, I did not.

Q. Did you ever say to your husband that if he would entertain Mrs. Cook at your home for dinner, or otherwise, that he could go with you to Cape Cod. Did you ever say that? A. No, I did not.

Q. Your husband testified and stated that there were long periods of time where there was no intercourse between you and your husband. Is there any truth in that statement? Please give the time and dates. A. There was a period during '20 and '21 when Dr. Ringsland, our family doctor forbid him to come near me as he had some kind of infectious disease. I didn't know much about those things. He was under treatment for some time.

The Court: Didn't you inquire how he got it?

Mrs. Blanche L. Pease—Defendant—Direct.

Witness: He admitted how he got it because he went with various women during the years that we were married.

Q. Did you see Dr. Ringsland? A. I did.

Q. Who was Dr. Ringsland? A. Dr. Ringsland was our family doctor for years.

10 Q. Then was there any other time where there was no intercourse between you and your husband? A. During 1925.

Q. Where was that? A. In Montclair.

Q. How long a period? A. About a year.

Q. What was the occasion of that? A. The same cause.

Q. What do you mean? A. He was infected.

20 Q. How do you know? A. He admitted that he was, to me.

Q. What did he say and when was the conversation? A. Well, during 1925, in the early part, he told me that he was infected.

Q. What did he say and what did you say? A. Well, he had already been that way before.

Q. What was said in the conversation, and how did the conversation come about? A. Did you speak to him? A. He told me that Dr. Ringsland had forbidden him to come near me again.

30 Q. Was there any other time after that? A. No.

Q. I mean, any time after this, was there any period when you did not have intercourse with your husband during your illness or at any time? A. Well naturally, in 1930, 1929 and 1930, I had a miscarriage. I had a miscarriage in October and one in 1930, in February.

40 Q. Did your husband know about these miscarriages that you had? A. Yes, he did.

Mrs Blanche L. Pease—Defendant—Direct.

Q. Did you have a doctor at the time? A. Yes.

Q. What doctor? A. I prefer not to give his name.

Q. Did you have a quarrel with your husband in March, 1930 about your spending the summers with Mrs. Cook? A. No.

Q. Did your husband at that time say that he was getting discouraged about the way things were going on? A. No. 10

Q. At any time did the U. S. Census taker call at your home and did you give the Census taker a wrong name? A. No, I did not.

Q. Did you ever tell your husband that a Census taker had called and that you refused to give your right name? A. No, I did not.

Q. I believe your husband testified that there was a second instance which he refers to that there was no sexual intercourse between you and he, after February, 1930, until April, I believe, of 1930, or thereabouts, is that so? A. No, it is not. 20

Q. Did your husband ever say to you about that time or any time, that he would not submit any more to any slavery? A. No.

Q. Did you ever tell your husband in April or any other time that if he did not give over his entire salary to you, you would not live with him? A. I don't recall that I ever said that. 30

Q. Did you, Mrs. Pease, at any time make three propositions to your husband, namely, to go on as before, handling his entire salary; second, to separate, he to receive one half and you to receive one half of his salary, and that the children should choose between you, with whom they were to go, and a third proposition 40

Mrs Blanche L. Pease—Defendant—Direct.

to go to his place of business and raise a "rumpus" so that he would not have any job at all, or receive any money to spend on other women? A. No, the only letter I wrote him was in August, in 1930, and he had been writing me all summer about entertaining his friends, and wanted me to entertain the son of the President of the New York Life Insurance Company, and he was after me every minute for this, that, and the other thing, and I wrote to him. I said that "any time you wish to go your way and I go mine, and give me half your salary, I said it is entirely up to you. The children will have to choose between us." I said, that "I feel that I have done my best by you and the two children." Then later I received his letter telling me that he would deposit the checks in his own name.

Q. Mrs. Pease, your husband testified that in June, I believe it was the year 1930, you moved into your daughter's room that is, you voluntarily moved into your daughter's room? A. No, I did not move in June. No, the day after Labor Day when he ordered me out of his bed and told me himself to room with Elinor; that was in September, the day after Labor Day.

Q. Did you say to your husband at that time that he could not have any more meals in the house unless he gave you his checks? A. No, I did not.

Q. Did you ever say, in April 1930, did you have a talk with your husband about a divorce and say that if he wanted a divorce it was all right with you? A. No, I did not.

Q. Did you say to your husband that you would not stay with him unless he gave you \$100.00 a week? A. No, I did not.

Mrs Blanche L. Pease—Defendant—Direct.

Q. Now, Mrs. Pease, you were here when Dr. Cattanach testified this morning, weren't you?

A. Yes.

Q. How did you come in contact with him?

A. Dr. Findley had been attending the children, and Dr. Findley suggested to me, he said, "Why don't you and Mr. Pease go to Dr. Cattanach?" They share the office together, and he said that he had been able to straighten different cases just like ours. I said, "All right, I am perfectly willing to go to anyone." I had an appointment with Dr. Cattanach and I think I went there three, if not four times. He said I believe, twice. I am not sure, is that correct? I went there at least three or four times, and I am very sure that Mr. Pease did likewise. Dr. Cattanach did not tell the truth. He went all over the case, I think from the time I was born, fifty years ago, and after he was finished he said to me, "I don't see but what you have everything on your side, and my advice to you is to try and get a good attorney," and he said, "I would be very happy to recommend someone to you if you care to have one." He said, "I know several attorneys". I didn't ask him to recommend any attorney.

Q. These are the only times that you now testify to that you saw Dr. Cattanach? A. Yes.

Q. Did your husband have a conversation with you about the eighth of October, 1930 and say to you that he had engaged temporarily these rooms at #129 Lincoln Street? Did he tell you that about three or four days before October 11th, 1930? A. He told me the morning he left, that he had engaged rooms at Mrs. Madison's and if I wanted to come I could, and I

Mrs Blanche L. Pease—Defendant—Direct.

have already testified that I called Mrs. Madison on the phone after he walked out and was very much surprised because he had only engaged one room for himself.

10 Q. Did your husband on October 11th say anything to you about packing his things? A. Yes, he said, I am going to pack my things and go.

Q. I mean, did he say anything to you about your assisting him in packing the things? A. No, he did not.

Q. Did you have any conversation on the 8th of October or any other time previous to the 11th day of October, about going to Montclair to the place of Mrs. Madison? A. No.

20 Q. You wrote a letter, Mrs. Pease, to Mr. Pease's father, I believe in November 1927? A. Yes.

Q. Were the statements that you made in that letter truthful statements? A. Yes.

Q. And did you receive any reply from Mr. Pease's father to that letter? A. I didn't receive any reply to that letter. He wrote me a letter, but he did not refer in any way to the letter I had written him. He just simply started out by saying, "I am sending you a box of apples."

30 Q. Did you see him after that letter? A. No, he never came to see me after that.

Q. Did you go to see him? A. I did not.

Q. Mrs. Pease, you wrote Mr. Pease a letter which was offered in evidence as P-15 on August 25th, 1930, and in this letter you speak about dusting and mopping up the floor, as I understand it. You were living at that time at the Central Park address, weren't you? A. Yes.

40

Mrs. Blanche L. Pease—Defendant—Direct.

Q. Did you have a maid? A. No, I did not.

Q. Or servant? A. No.

Q. Did you intend anything of a humiliating character? A. Not at all. He was always very willing to help me in that way.

Q. I show you, Mrs. Pease, this will, is this your husband's signature? A. Yes, it is.

Q. I offer it in evidence. (Received and marked D-5). 10

Q. Now, Mrs. Pease, in this letter of November 19th, 1927, you make a statement of your husband's infatuation for his stenographer? A. Yes.

Q. And that was due to the statement, as I understood you to testify to, when you had the conversation with your husband? A. Yes.

Q. That is the reason you made that statement? A. Yes. 20

Q. Mrs. Pease, did you at any time have any quarrels with your husband about the bringing up of the children as to their table manners, etc.? A. I often asked him to please cooperate with me and to teach the children table manners.

Q. Did you have any arguments with your husband at any time about the children, and did he say anything? A. He was not willing to teach them any manners at all. He didn't care. He said, "Let them do as they wish." 30

Q. Did he ever say anything to the children about what attention they should pay to you? A. He said, "Don't pay any attention to her."

Q. Was that when you spoke to the children about table manners? A. Yes.

Q. What was your husband's disposition, I mean pertaining to children and intimate friends of yours when they called at the home 40

Mrs Blanche L. Pease—Defendant—Direct.

or on any other occasions? A. He was always very jealous of any friend I ever had. If I cared about his own mother, he would be jealous of her.

Q. What was his attitude at times,—I mean towards you? Was he silent or otherwise?

10 A. Yes he was, and as I have already stated, he always told his personal affairs to everyone, and he always tried to humiliate me on every occasion.

Q. How about social affairs or functions that you and your husband attended? A. He would ignore me entirely.

Q. In what way? A. He would not speak to me the entire evening.

20 Q. How about going to dances or things of that kind? How did he act?

Mr. Cornish: I object.—

The Court: I will permit it.

Witness: The same way.

30 Q. Now, Mrs. Pease, have you testified to the various acts that you claim were some of the causes for the troubles between you and your husband, or are there any other particular specific acts that you wish to now testify to, during the period from 1921 to 1930? A. I think I have given everything that is in the record. I think everything is in the record.

Q. Mrs. Pease, did the conduct of your husband, testified to by you, affect your health?

A. Yes, it did. It made me very nervous and my health broke down while we were at #322 and I therefore was not able to do the amount of entertaining that he wished me to do.

40 The Court: Mrs. Pease, you stated in your direct examination that in the year

Mrs Blanche L. Pease—Defendant—Direct.

1923, your husband stole \$10,000 worth of Liberty bonds from you?

Witness: I did.

The Court: And that you kept those bonds in a tin box in your closet?

Witness: That's correct.

The Court: Where did you get those bonds from? 10

Witness: My grandmother gave me some of those bonds and my stepmother.

The Court: Your grandmother gave you those bonds? When did she die?

Witness: In 1921.

The Court: Did she give you those while she was alive?

Witness: While she was alive.

The Court: And you had them in the tin box from 1921 until the time your husband took them in 1923? 20

Witness: That's right.

The Court: Where were you banking during that period of time?

Witness: I was banking at the Glenridge Trust Company.

The Court: What did you do with the coupons on those bonds?

Witness: He took the bonds.

The Court: He didn't take them in 1921. I asked you what you did with the coupons from the time you got them until he took them? 30

Witness: He cashed them.

The Court: Who did?

Witness: Mr. Pease.

The Court: Do you know what he did with the money?

Witness: He told me he spent it on other women. 40

Mrs Blanche L. Pease—Defendant—Direct.

The Court: The coupons I mean. Did he spend that too?

Witness: Yes.

The Court: They were your bonds?

Witness: Yes they were.

The Court: Well, you knew the coupons came due every six months, did you not?

10

Witness: Yes.

The Court: When the coupons were cut didn't you ask for the money?

Witness: He told me he had spent them.

The Court: When?

Witness: When they were cashed.

The Court: What did he spend them on?

20

Witness: Other women.

The Court: I thought you said,—when he took the bonds, if you knew that he was spending the money on these coupons, why did you let him have access to the box?

Witness: Well, I trusted him.

The Court: Notwithstanding the fact that you knew he was spending the money on other women?

30

Witness: Yes.

The Court: The interest amounted to about \$400 a year, didn't it?

Witness: Yes.

The Court: How much did you get from your grandmother?

Witness: I got about \$5,000 from my grandmother and I got about \$5,000 from my stepmother.

40

The Court: When did you get them from your stepmother?

Mrs Blanche L. Pease—Defendant—Direct.

Witness: I got them at various times. She gave me different amounts. I know at various times they gave me the bonds.

The Court: Is your stepmother living?

Witness: No.

The Court: When did she die?

Witness: In 1928.

10

The Court: You stated in your direct examination as I recall it, that in the month of July 1922, while at Cedar Beach, your husband confessed his infidelity with another woman?

Witness: That is correct.

The Court: The month and year are correct?

Witness: Yes.

20

The Court: And that you were so shocked by this that it produced a miscarriage?

Witness: That is correct.

The Court: Was this the first time that you had had difficulty with him about another woman?

Witness: It was the first time that my eyes were opened that he was insincere.

The Court: Was this the first time that you knew?

30

Witness: No, but I didn't think that he was as insincere. It was a shock to me.

The Court: Was it a shock to you when you learned he had some infectious disease in 1921?

Witness: Yes, but I was not pregnant in 1921.

40

Mrs. Blanche L. Pease—Defendant—Cross.

Cross Examination by Mr. Cornish:

Q. Mrs. Pease, the incident in regard to the confession of infidelity of your husband occurred in 1922? A. Yes.

10 Q. And the incident of the infectious disease also occurred in 1922? A. No, 1920-21.

Q. The first time? A. Yes.

Q. And the second time in 1925? A. Yes.

Q. And the incident of the theft of the bonds occurred in 1923? A. Yes.

Q. Now, how was it that you didn't mention any of these matters to Mr. Pease's father until 1927? A. I didn't care to tell anything about my troubles to him.

20 Q. What caused you to get over that? A. Because he was continuing seeing this stenographer.

Q. In 1927? A. Yes.

Q. Did it have anything to do with a dispute that you had with him a few days before in regard to salary checks? A. No, I don't recall.

30 Q. You felt then, because of the injuries that you received that you must unburden yourself to his father? A. I had suffered for a good many years and he was giving his father the wrong impression. He was not telling his father the truth.

Q. About what? A. About the trouble between us.

Q. Had there been trouble between you? A. About the women. I wrote about the women in the letter.

Q. But the father knew nothing about the trouble with the women before you wrote? A. No.

40 Q. Then how was it he was not telling his

Mrs. Blanche L. Pease—Defendant—Cross.

father the truth? A. He was telling him it was spiritualism.

Q. When you wrote to his father about this incident that occurred in 1922, why didn't you mention the theft of the bonds and the infectious disease? A. Because if you will remember, that until Mr. Pease threw mud in my face, I didn't throw mud in his face. 10

Q. Why didn't you mention all the incidents? A. Because no one, not even my own mother knew my troubles.

Q. Why did you tell his father the trouble over the stenographer? A. Because I thought maybe his father would have some influence with him.

Q. In regard to this first period of infection, as I understood you to testify, it occurred in 1920-1921? Did you learn of it from him? A. Through Dr. Ringsland too. 20

Q. From him first and then from Dr. Ringsland? A. Yes.

Q. Did anyone else know about it? A. No, I don't think so.

Q. And Dr. Ringsland is dead? A. That's not my fault is it?

Q. With regard to the second infection in 1925, you learned of it from him, did you not? A. I did. 30

Q. You say that was confirmed again by Dr. Ringsland? A. Yes.

Q. Did anyone else know of it? A. Not that I know of.

Q. You didn't mention that in your pleading? A. No.

Q. You didn't mention the incident of 1925 in your complaint or amended counter-claim? A. I may have put in various periods; I am not sure about that. 40

Mrs. Blanche L. Pease—Defendant—Cross.

10 Q. You say that "you lived happily until the year 1921, when marital troubles started, and for long periods of time he maintained sullen silences and his temper and disposition to quarrel was constant. During said conduct, at times, the petitioner told defendant of his affairs with other women and told her he was having intimate sex relations and told her he was afflicted with an infectious disease."

The Court: What's your question?

Q. Why didn't you mention the second incident in your pleading? A. I don't know.

20 Q. Mrs. Pease, in regard to the debts which you state Mr. Pease had when you took over the handling of his account, will you please say what they were? A. I have already stated that he borrowed from the Glenridge Trust Company. I am not sure of the exact amount nor of the amount of insurance. It was around \$7,500, wasn't it? You see, his debts have been paid and the bills paid, and when he walked out he only had one bill to pay and that was a dentist bill.

30 Q. When did he begin to turn over all his checks to you? A. I think it was in the Fall of 1923.

Q. How much did he owe to the Glenridge Trust Company at that time? A. I am not quite sure. I cannot say. I know that when he had the checks the first few months from the New York Life, I remember my saying to him that I was very anxious to have the debt paid.

Q. Hadn't he been anxious to have the debt paid? A. No.

40 Q. Hadn't he been paying on the debt? A. He had been paying.

Mrs. Blanche L. Pease—Defendant—Cross.

Q. Do you know how much? A. I am not quite sure. I think some months \$200.00 was paid.

Q. Didn't you know that the entire debt did not exceed \$5,000? A. I was under the impression it was more.

Q. Didn't you know that before he began turning over his checks to you that he had paid \$3,600.00? A. I don't know the exact amount. 10

Q. Don't you know that you didn't pay more than \$1,400? A. I was under the impression it was more.

Q. You didn't know then how much you paid? A. He never asked me to keep account.

Q. What other debts of his did you pay? A. He borrowed right and left from people.

Q. From whom did he borrow, and how much? A. I don't remember the amounts and I don't wish to reveal the names because they asked me not to. 20

The Court: I think we will have to find out the names, Mrs. Pease.

Witness: I will not give any name because I promised not to.

The Court: I direct you to give the names. 30

Witness: I am sorry, Your Honor.

The Court: Very well, I will close the case. I direct you to answer that question. If you do not do so, I will direct counsel to cease cross-examining you.

Mr. Kronmeyer: Will you please answer the question?

Witness: I am sorry, I promised.

Mr. Kronmeyer: You realize the position you have placed your counsel in. 40

*Mrs. Blanche L. Pease—Defendant—In
Rebuttal—Direct.*

Won't you kindly answer the question?

(A long silence).

The Court: I have directed counsel for the petitioner to stop examining. If you have any rebuttal or any further redirect you can ask her.

10

MRS. BLANCHE L. PEASE—Rebuttal—By Mr. Kronmeyer.

Q. Mrs. Pease, you just testified that there were other debts of your husband that you paid. Will you kindly state what they are? A. I paid all the bills and I paid the remainder of the debt.

20

Q. Tell me, from whom did he borrow any moneys and what were the amounts? A. He borrowed several hundred dollars from various friends.

Q. Won't you give the names? A. I am sorry, I promised I would not. There is one person that he borrowed from—a man out West.

Q. What is his name? A. Bill Nye.

Q. Whereabouts in the West? A. I don't remember the exact place. All I know is that his name is Bill Nye and he didn't tell me for sometime that he had borrowed from this man, and when he did, I said, "Please send it." It was around \$300.00.

30

Q. Did you ever meet this Bill Nye? A. I think I did before I was married. I think I met him once. I am not sure, but I think I met him once in Vermont.

Q. Was your husband present? A. Yes.

40

*Mrs. Blanche L. Pease—Defendant—In
Rebuttal—Direct.*

Q. Did your husband introduce you to him?
A. Yes.

Q. Weren't there any other persons from whom your husband borrowed money and which you were obliged to pay back? A. Yes.

Q. What were the amounts that were borrowed from other people? A. Different amounts —\$500.00. 10

Q. Where did the party live to whom \$500.00 was due? A. In New York.

Q. Whereabouts in New York? A. In New York City.

Q. Whereabouts in New York City? A. I don't care to give the name and address.

Q. What other persons did your husband borrow money from? Anybody else? A. Yes, from various people. 20

Q. Where did these other people live? A. Well a couple lived out West, and mostly in New York.

Q. Were they relatives of your husband? A. No, they were not. They asked me to please not give their names because they did not want to be brought into this, and I promised them. I was very thankful to be able to pay them.

The Court When did you promise them not to bring them in? 30

Witness: Since my husband walked out. I asked them if they minded if I mentioned their names and they said "Yes."

The Court: Did they give any reason?

Witness: Well, they did not wish to be brought into any action.

The Court: Were these people friends of your husband's? 40

*Mrs. Blanche L. Pease—Defendant—In
Rebuttal—Direct.*

Witness: Some were friends, and some were what I call acquaintances. He just borrowed different amounts from these people.

10 The Court: What was Bill Nye's business?

Witness: I am not sure, Your Honor, what his business was.

The Court: Did your husband introduce you to him?

Witness: Yes, he did.

The Court: When was this money borrowed from him, do you know?

20 Witness: This money I think was borrowed from him—he didn't tell me until afterwards about Bill Nye. It was right after the law firm was dissolved between himself and Pit Mason.

The Court: 1923?

Witness: No, Your Honor, 1922; and it was after that that he paid;—that I asked him to pay. I am not sure of dates.

The Court: How did he pay it? I thought you were handling the funds?

30 Witness: Not all of 1923. I think it was the end of 1923. I think it was—let me see—I am not quite sure of the month, whether it was August, September or October.

Q. What was the total amount of these moneys which your husband borrowed from friends and acquaintances, that you just testified to? A. I am not quite sure.

40 Q. Approximately? A. I should say three or four thousand dollars.

*Mrs. Blanche L. Pease—Defendant—In
Rebuttal—Direct.*

The Court: And you paid it back?

Witness: Yes, in cash.

The Court: And when you would pay that money in cash, where would you get it from?

Witness: I paid it out of my own money. 10

The Court: And you had your own money where?

Witness: Where did I have my own money? I had some of my money in the Glenridge Trust Company. I had my money in bonds. The last time that he borrowed from the Glenridge Trust Company, I deposited a \$1,000 Liberty bond.

The Court: I am interested in where you got this cash from that you say you paid, \$3,000 or \$4,000? 20

Witness: I sold some bonds.

The Court: Through what brokerage house?

Witness: The Glenridge Trust Company.

The Court: They sold the bonds and credited the amount to your account?

Witness: Yes.

The Court: When was that? 30

Witness: I think in 1927.

The Court: Four years later?

Witness: We didn't pay the last until about 1927. We didn't pay the bank until 1927, if I remember correctly.

The Court: What was the largest amount you drew out to pay anyone of these people whose names you refuse to give? 40

*Mrs. Blanche L. Pease—Defendant—In
Rebuttal—Direct.*

Witness: I don't remember that.

The Court: You have no checks?

Witness: No, I destroyed them.

The Court: You have no receipts from these people?

10

Witness: I haven't any receipts now.

The Court: How did you send the money?

Witness: I paid them—out West and in New York. I paid them out West in cash.

The Court: How did you send the money to them?

Witness: Registered letter.

20

The Court: Did you get return receipts?

Witness: Yes, they wrote me that they had received it.

The Court: And what did you do with the letters?

Witness: I destroyed them. I had paid the debts and was satisfied.

The Court: What evidence did you have that you paid the debts?

30

Witness: I was satisfied that I had paid the debts.

Q. I notice in your account with the Glenridge Trust Company, a very large item here, I believe this is in 1927, where there was a deposit of, I believe, \$6,000, is that right? A. Yes, \$6,800.

Q. What was that for? A. Because the Glenridge Trust Company sold some Liberty bonds for me.

40

Q. That was April 28th, 1927; that made a new balance as of April 8th, 1927, of \$7,161.91.

*Mrs. Blanche L. Pease—Defendant—In
Rebuttal—Direct.*

And Mrs. Pease, on May 11th, 1927, it shows a withdrawal of \$5,000. Do you know what that represents? A. Yes, those were the bonds that they sold for me at Glenridge Trust Company.

Q. There are various items in here, for instance, April 5th, 1927, \$100.00. What was that for, do you know? A. I don't know. I withdrew a great deal more than that at various times.

10

Q. What was done with this \$5,000 on May 11th? A. I paid some of these people with it.

Q. Who turned over these bonds to the Glenridge Trust Company at that time, Mrs. Pease? A. Some of those bonds I bought at the beginning of the War. I bought them in 1918. I don't remember the dates.

20

Q. And what kind of bonds were those? A. Registered bonds. They were bonds registered in my name and bought with money my grandmother gave me.

Q. And your grandmother's estate, as I understand it, was administered by the New England Trust Company? A. Yes.

Q. And who turned over these bonds for which you received a credit of \$6,800.33? A. The Glenridge.

Q. Did you turn them over to them? A. I gave them to them, yes.

30

Q. Mrs. Pease, you testified that you kept these coupon bonds in a tin box and your husband and you both had a key to it. Why did you do that? A. Well, I thought they were just as safe there as in some banks and I think a great many people realize that today too. My stepmother kept a great many bonds in her closet, and my husband knows that too.

40

*Mrs. Blanche L. Pease—Defendant—In
Rebuttal—Direct.*

The Court: Where had you kept these \$6,800.00 bonds you turned over to the Glenridge Trust Company?

Witness: I had them in the Glenridge Trust Company for a while in a deposit box.

10

The Court: When did you get that deposit box.

Witness: I think 1926-1927.

The Court: Before you put them in the deposit box where did you have them?

Witness: I was just trying to think where I did have them. I think at home.

The Court: Where at home?

Witness: I think I had them in my desk. They were registered.

20

The Court: All of these were registered? The \$6,800?

Witness: Yes, they were registered bonds.

The Court: Now, there is a withdrawal there of \$5,000, or thereabouts, isn't that what Mr. Kronmeyer just stated?

Witness: Yes.

The Court: Did you go to the bank and draw that out in cash?

30

Witness: Yes.

The Court: Cash the check the same day, or substantially the same day?

Witness: The cash I think was deposited in my account.

The Court: I am talking about the withdrawal of \$5,000.00.

Witness: Yes, I withdrew it with the bonds that were sold.

40

*Mrs. Blanche L. Pease—Defendant—In
Rebuttal—Direct.*

The Court: You withdrew that all at one time, in cash?

Witness: Yes.

The Court: Where did you take the cash?

Witness: In my home.

The Court: Why did you draw \$5,000.00 in cash at that time?

Witness: I was to pay some of the people.

The Court: And you paid them within a short time?

Witness: Yes, after that.

The Court: How long after that—after the withdrawal of that money?

Witness: I am not sure.

The Court: How many months or days?

Witness: I think a few months.

The Court: Why did you keep the money about your house a few months?

Witness: I was always accustomed to keeping money in my home.

The Court: Large sums of money like that?

Witness: Yes.

The Court: Did you ever before keep \$5,000 in your home?

Witness: I don't believe as much as that, no.

The Court: Did you ever keep \$1,000 in your home before that time.

Witness: Yes, I did.

The Court: In cash?

Witness: Yes, when I bought bonds.

The Court: You paid cash for bonds did you?

10

20

30

40

*Mrs. Blanche L. Pease—Defendant—In
Rebuttal—Direct.*

Witness: Yes.

The Court: Where would you buy the bonds?

10

Witness: The Glenridge Trust Company bought the bonds and then in 1918 Mr. Pease went to, I think it was a brokerage house in New York and bought the bonds for me.

The Court: Paid in cash?

Witness: I am not sure. It is so long ago.

The Court: Have you any check book or other record that shows to whom you disposed of this \$5,000?

20

Witness: No, I had the cash in my home.

The Court: You made no record in the stub of your check?

Witness: I destroyed everything.

The Court: When?

Witness: After the agreement was signed, I destroyed everything. Mr. Pease knew that I destroyed a lot of checks in Montclair.

30

The Court: I am giving you another opportunity to say to whom you paid the money in New York City or State, subsequent or during the year 1927, and represented by this \$5,000 withdrawal. Do you still decline to tell?

Witness: I don't see how I can tell.

The Court: Very well, that's your affair.

40

Mrs. Nellie Perkins—For Defendant—Direct.

MRS. NELLIE PERKINS—Duly sworn for the Defendant.

Direct Examination by Mr. Kronmeyer:

Q. Mrs. Perkins, where do you live? A. #41 West 88th Street, New York City. 10

Q. You know Mrs. Pease? A. Yes.

Q. For how long? A. About 1926, the end of 1925 or 1926.

Q. And were you present at the home of Mrs. Pease on October 11th, 1930? A. Yes, in the morning.

Q. Where was her home? A. #322 Central Park West.

Q. Will you just tell the Court what took place on that date and what was said, if you heard the conversation? A. I was staying in the City, at the Ogden Hotel, and I went to Mrs. Pease's home in the morning, as I often do when I am staying in the City, and I just walked in the side door as I knew the door was always open, and I heard across the dining room,—and I heard Mr. Pease's voice as though he was angry. I didn't wish to disturb, so I just went through into the living room, and I just sat down by the piano there until it was over. 20 30

Q. Did you see Elinor at that time? A. No, but I heard her crying.

Q. Was Mrs. Pease upset at the time? A. Yes, very nervous afterwards. I waited to see her.

Q. Did you know, previous to this time, of any trouble that existed between Mr. & Mrs. Pease? A. Not at all. 40

Mrs. Nellie Perkins—For Defendant—Direct.

Q. Did you stay at their home at any time?

A. Yes.

Q. When was that? A. I was there on two or three occasions in the time they were in the apartment.

Q. Did you stay there in 1929 or 1930? A. 1930 I was there.

10 Q. How long did you stay there? A. One week; two weeks, two nights, different times. If I was in the city I could always stay there.

Q. Did Mr. Pease come home during that time for his supper? A. Yes.

Q. Did you have supper with them? A. Yes.

Q. Any quarrels while you were there? A. Never. Everything seemed to go along smoothly. I would call it a happy home.

20 Q. Did you hear the door slam on October 11th? A. Yes, I heard the door slam.

Q. Did you see him leave? A. I saw the end of his shoulder go through. I was surprised he was home at that hour.

Q. Were these the only two or three times that you visited the home of Mrs. Pease and stayed for any length of time? A. Yes, three or four times; probably a week-end—I don't remember. I think two weeks and a half would be the longest that I stayed.

30 Q. Do you know whether or not Mr. Pease was extended an invitation by Mrs. Cook to visit her? A. Yes.

Q. Were you present? A. Yes. I knew they had the invitation.

Q. Try to fix the time. A. 1928—1929.

40 Q. What was said? A. Just that Mrs. Pease was there and just that, "to tell Mr. Pease he is always welcome at my home." I know that has often been said.

Elinor Pease—For Defendant—Direct.

Q. Were you present at any time at Cape Cod? A. Yes.

Q. Was Mr. Pease up there at any time while you were there? A. Yes.

Q. Did he stop while he was up there, at the home of Mrs. Cook? A. Yes, he used to come up for the week-end.

Q. Do you recall any time when Mrs. Cook's car took him to the boat? A. Yes.

Q. When was that? A. 1927 or 1928.

Q. Did Mrs. Pease at any time ever speak to you about any of her domestic troubles? A. Never; I was so surprised.

Q. Did you hear any conversation on October 11th or any quarrel between Mr. & Mrs. Pease? A. I heard—as Mr. Pease, as he came through the foyer, say, "I am going to the rooming house and there is room for you if you want to come." That's all.

Q. That's all you heard? A. That's all.

Q. Anything else you know about that occurred on this particular day? A. That's all I heard because I was in the living room and heard the voices.

Q. That's all.

Mr. Cornish: No questions.

ELINOR PEASE—Duly sworn for the defendant.

Direct Examination by Mr. Kronmeyer:

Q. What is your name? A. Elinor F. Pease.

Q. How old are you? A. Fourteen.

Q. You live with whom? A. With my mother.

Elinor Pease—For Defendant—Direct.

Q. At what address? A. #355 Marlborough Road, West Palm Beach, Florida.

Q. Were you present the day of October 11th, 1930? A. Yes.

Q. Where were you living? A. #322 Central Park West.

10 Q. Was your father there? A. Yes, he was.

Q. Who else was there on that day? A. Mrs. Perkins and my brother and mother and myself.

Q. Was there any quarrel on that day before your father went out of the house? A. Well, between my mother and father.

Q. Any quarrel? A. I was quarreling with him.

20 Q. What was that about? A. Well, he wouldn't give me money for clothes that I needed; a dress in particular. I asked him for the money and he said he wouldn't give it to me.

Q. Your father? A. Yes.

Q. What happened then? A. I was crying.

Q. What was said and what was done after that? A. Well, my father packed his clothes and was going out of the door, and said, "You can come if you want to. I am going to Montclair."

30 Q. What else was said? Do you recall what else was said? A. No, I don't. Just that he was quarreling with me and walked out.

Q. Well, did he say anything else about your mother "being a sport"? A. Oh yes, he stood at the door and said, "Well, why not be a sport about it and let's kiss each other."

Q. Did he say where he was going? A. To Montclair.

40 Q. Where? A. To Mrs. Madison's. He said that.

Elinor Pease—For Defendant—Direct.

Q. Now, is that all that took place on that day? A. That's about all; to the best of my knowledge.

Q. Do you recall Labor Day of the same year, or the day following Labor Day? Was there any argument at the home on the return of your father? A. Yes, I do. I remember that night. The day after Labor Day, after he came home from Vermont, mother and father were in the bedroom and I heard my father say that he hated her and wanted her to come in and sleep with me. 10

Q. When was that? A. I think it was the day after Labor Day, the night.

Q. Just previous to October 11th, 1930 do you know of your own knowledge what time your father came home? A. I know it was late and I know he used to wake us up, and early in the morning. 20

Q. What time? A. About one or two o'clock.

Q. How would he come in? A. He would come in and slam the door most of the time.

Q. Did your mother at any time refuse to prepare meals, if you know, for your father? A. No she did not.

Q. Did your mother always have meals prepared for your father when he came home? A. Yes. 30

Q. Were there times that your father did not come home for his supper? A. Yes.

Q. How often would that happen,—the period after September? A. No, he never came home to eat between September and October. I don't think he ever had supper or dinner at the house.

Q. Previous to that, were there times? A. Yes. 40

Elinor Pease—For Defendant—Direct.

Q. Would that happen frequently or occasionally? A. Quite frequently.

Q. Was there anything said about the preparation of meals for you? Did your father ever say anything about that, and when was it? A. He has often said that we had better be careful what we eat; that there might be poison in the food. He often said it.

Q. In 1930 how often did you hear that? A. Not very often.

Q. About when? A. Well, he said it—yes, between September and October he said it quite a few times; that we had better watch out what we eat at the house.

Q. Did you ever, at any time from 1921 up to October 1930, did you ever hear any arguments between your father and mother about spiritualism? A. No.

Q. Did he ever speak to you about it? A. No, he did not.

Q. Did you ever hear your father speak to your mother concerning money matters? A. No.

Q. Did you ever hear him say anything about the way in which your mother was handling the financial affairs of the house? A. I did hear him say several times that he wondered how mother could make both ends meet.

Q. When did you hear that? A. Not very often, but he would say it.

Q. Did you at any time see your father look through any of the personal effects of your mother? A. Yes.

Q. When was that, and what did he do? A. It was in New York when we were in the apartment.

Q. When? A. I don't know what year. It was when he was living there, and he was going

Elinor Pease—For Defendant—Direct.

through my mother's bureau and I went into the room and asked him what he was doing. He closed the door and went out.

Q. Was that the only time? A. That's the only time I recall.

Q. Did you at any other time see him going through the closet or anything else at any other time? A. I don't think so. 10

Q. Did Mrs. Cook at one time have dinner at your home? A. Yes.

Q. And your father was present? A. Yes.

Q. Was there any talk about spiritualism on that occasion? A. No, I don't think so.

Q. Was there a time when you were sick? Can you recall the time you were sick—what year it was? A. Which sickness are you talking about? My ear? Yes, I remember it. 20

Q. Did you have doctors then? A. Yes.

Q. Did you ever hear your mother accuse your father of immoral conduct on any occasion? A. No.

Q. Did you ever hear your mother say that your father couldn't spend his vacations with her? A. No.

Q. Did you ever hear your mother ask your father to go along with her on a vacation trip? A. Yes. 30

Q. Did Mrs. Cook visit you while you were living at Montclair? A. Yes, she came to see us.

Q. Did her daughter visit you there? A. Oh, yes.

Q. Frequently? A. Quite frequently.

The Court: When did you go away in the summer of 1930?

Witness: I imagine I went when school closed. 40

William Pease, Jr.—For Defendant—Direct.

The Court: About the first of July?

Witness: I think so.

The Court: And you remained away until after Labor Day?

Witness: Yes.

The Court: Was your mother with you all the time you were away?

10

Witness: Yes.

The Court: And before that was she away with you?

Witness: Yes.

Q. That's all.

Mr. Cornish: No questions.

20

WILLIAM PEASE, JR.—Duly sworn for the Defendant.

Direct Examination by Mr. Kronmeyer:

Q. Mr. Pease, you are the son of Mr. and Mrs. Pease? A. Yes.

Q. And how old are you? A. Eighteen years old.

30

Q. Where do you live? A. #355 Marlborough Road, West Palm Beach, Florida.

Q. You have been living with whom since October 11th, 1930? A. I have been living with my mother.

Q. And were you present on October 11th, 1930? A. Yes, sir.

40

Q. What took place on that day and what was said? A. My father on that day informed us that he was leaving for a rooming house in Montclair, New Jersey, and started to pack his

William Pease, Jr.—For Defendant—Direct.

personal belongings, all of them, and walked out and left us that day at eleven o'clock in the morning and as he left the house he told us that we could come if we wished to, and then left immediately afterwards.

Q. Did he say where he was going? A. Yes, sir, to the rooming house of Mrs. Madison, in Montclair, New Jersey. 10

Q. Did you know this rooming house? A. That was previous to the time I visited him.

Q. Then you did visit him after that? A. Yes.

Q. How long after? A. The following week-end.

Q. Who told you to go and visit your father at that address? A. My mother always said that I could see him any time I wished after he had left, and at that time I went out to this rooming house to see him. 20

Q. Did you see him? A. Yes.

Q. Did you stay there? A. One night, sir.

Q. Where did you sleep that particular night? A. I slept in an adjoining den, I would say. On a cot.

Q. What was the condition of this room that you stopped at, at Mrs. Madison's house? What did you observe? A. This home, or rooming house was, well—it was filthy. The next morning I remember when we came down, there was a dead rat in the kitchen. 30

Q. Was your father there when you came down? A. I remember the snickering at the breakfast table that morning, and also the bed-clothes of the bed in which I slept had the odor of kerosene, and I presume that it was some sort of insecticide which was used.

Q. Did you have dinner there or just break- 40

William Pease, Jr.—For Defendant—Direct.

fast? A. I am not quite sure about the evening meal. I am positive I had breakfast there.

Q. Will you tell me who was at the breakfast table? A. Mrs. Madison and her son and my father and myself, and a Japanese gentleman.

10 Q. Do you know what kind of neighbors there were—people that lived nearby? A. Yes, sir. As we lived in Montclair many years before we moved to New York, I know very well that that street and the adjoining street is inhabited by Negroes.

Q. How did your father act when he left the house on October 11th? A. Well, the best word I can think of to describe it would be sort of independent, and by his attitude, the attitude which he took when he left, it seemed that he did not have any thought in mind of us coming along with him.

20 Q. What was the condition of the bathroom at Mrs. Madison's house? Did you observe that while you were there? A. Well, I don't notice anything very objectionable about it, except that it could have been much cleaner.

Q. Did you see your father at any other time after October 11th, outside of this particular time you refer to when you went to Montclair? A. Yes.

30 Q. Where? A. At his office in New York.

Q. Any other time? A. Well, when I had that accident to my leg he came to see me when I had it sewed up.

Q. When was that? A. That was, oh about—he walked out on the 11th and that was Columbus Day, so that was the next day.

Q. Where did you see him on that day? A. At Dr. Findley's office.

40

William Pease, Jr.—For Defendant—Direct.

Q. Was that where your father saw you or did he come to the apartment? A. The only picture I can recall, sir, is of him sitting in the doctor's office with me when I was there.

Q. Did you ever hear any quarrels between your mother and him at any time between 1921 and October 1930, concerning money matters?

A. No, sir.

10

Q. Did you ever hear any arguments between your mother and your father concerning Mrs. Cook or spiritualism? A. No, sir.

Q. How about meals for your father? Did your mother provide or not provide? A. Yes, sir. We had very good meals, and in his testimony he said that the meals were not good, but I considered them very good, as we had roasts and things which are considered good meals. Of course, maybe on certain occasions when my mother would want to get through with the evening meal quickly so that we might go to a show, we would have what might be considered a simple dinner.

20

Q. Between September, Labor Day, and October 11th, 1930, do you know what time your father came home nights? A. Yes, sir.

Q. What were the hours? A. The hours were around midnight, one or two o'clock. I remember those were school nights and as I had a room which was at the end of the hall, any noise or light would always wake me.

30

Q. Did you at any time ever hear your father say that he hated your mother? A. Only at the time that he forced her to leave his room, Labor Day.

Q. Were you there? A. Yes, sir, I was in hearing distance.

Q. And what did you hear? A. I heard him

40

William Pease, Jr.—For Defendant—Direct.

tell my mother that he hated her and to please go in and sleep with my sister Elinor.

Q. Did you ever see your father go through the personal effects of your mother? Did you ever see that? A. Yes, sir.

10 Q. What did you see and when? Try and place the time. A. We were at the Pine Tree Hotel in Massachusetts and it was in the room which we slept at that time, in which there was a trunk which I saw him go into.

Q. I mean at the house at #322 Central Park West. Did you ever see him go through the closet or trunk or desk of your mother at any time? A. Yes, I seen him go into the closet.

Q. What did you see and when was it? A. I can't exactly recall the year.

20 Q. What did you see? A. Well, the closet—he entered the closet and looked at things. I didn't know exactly what it was all about. I just saw him moving objects.

Q. Did you ever at any time see your father prepare his own meals? A. No, sir.

The Court: How many closets were there in the room that your mother and father occupied?

30 Witness: At Central Park West, two closets.

The Court: In each room?

Witness: Their bedroom.

The Court: Do you know whether he kept any of his things in her closet or not?

Witness: Each had their separate closet.

The Court: You don't know whether any of his things were in hers?

40 Witness: I know as a rule each one had their own closet.

William Pease, Jr.—For Defendant—Cross.

The Court: When did you last see your father until this trial started?

Witness: Just previous to the time that we left New York for West Palm Beach, Florida.

The Court: When was that?

Witness: 1931.

10

Cross Examination by Mr. Cornish:

Q. Did you address that letter to your father after you went to West Palm Beach? A. Yes, that letter is written by me.

Q. I offer that in evidence. (Received and marked P-57.)

Q. It reads:

“Dear Dad,

20

We were all so busy getting ready to move that we did not have time to think of any thing but pack and go, but we will see you when we return for the summer vacation. We have a wonderful home here and will send you a picture of it soon.

Love

Bill.”

30

Envelope postmarked: “West Palm Beach, Fla., Sept. 28 5-PM, 1932.

Witness: As my father left, I had the regular duties of packing and closing of the house, and everything.

Q. That’s all.

40

Ellen Themalis—For Defendant—Direct.

ELLEN THEMALIS (formerly Mrs. Cecily M. Cook)—Duly sworn for the defendant.

Direct Examination by Mr. Kronmeyer:

10 Q. You were formerly Mrs. Cecily M. Cook?
A. Yes.

Q. You were present in court when Mr. Pease testified? A. Part of the time.

Q. Did Mr. Pease at any time call on you and complain about his wife being friendly toward you? A. No never.

Q. Were you at his home on any occasion?
A. I was there a couple of times.

Q. At Central Park West? A. Yes.

20 Q. For dinner? A. Yes.

Q. Are you the Pastor of the William T. Stedman Memorial Center? A. I am, at #41 West 88th Street.

Q. Are you ordained? A. Yes.

Q. You are not a fortune teller, are you? A. I am not.

Q. You believe in God? A. I certainly do.

30 Q. When was the first time that you became acquainted with Mrs. Pease? A. Mrs. Pease came to a public meeting of ours at the Center, about May 1925, and she came two or three times, I should say, during that month and June. Mr. Pease came in May also, once, I think, or twice, once anyway, and then I didn't see anything of either. Of course I went away and I presume they did. In the late Fall of 1925, Mrs. Pease attended meetings again at the Stedman Center, and off and on during the winter as near as I can remember, and then in the summer, as I go to my church at Cape Cod, I

40

Ellen Themalis--For Defendant--Direct.

discovered that they were staying at Pine Tree Inn, about four or five houses from my place.

Q. Did Mr. Pease at any time call on you and discuss his domestic affairs? A. He never called at my home, but if I may go on, during the summer of 1926 I saw a great deal of all of them, and I saw them on the beach there a good deal and when Mrs. Pease found I was there, she attended a few meetings.

10

The Court: Did he talk with you?

Witness: That was in 1927.

Q. What did he say? A. In 1927, Mrs. Pease and Elinor had a room in my place, in my home, and Mr. Pease came down a week-end. I think it was the first week-end. I don't remember how long Mrs. Pease was there when Mr. Pease came down, and he arrived there at my place about nine o'clock, and about eleven o'clock that morning I came from upstairs—I had my room upstairs, and going through the living room, I saw Mr. and Mrs. Pease sitting on the porch, and I didn't know what the conversation was about, and so I went out on the lawn and I sat down, and after a little while, Mr. Pease came to me and talked to me. We first talked about the weather, and I asked him if he enjoyed it and he said "Yes"; I didn't see why one should not; and he asked me if our religion taught forgiveness. I told him I didn't understand what he meant. I said "Very likely it does; we teach the same thing." And he said that Mrs. Pease had always believed in these divine things as far as he knew. He said, "A man can make little mistakes and be friendly with other people, and a man can get over it; a

20

30

40

Ellen Themalis--For Defendant--Direct.

man doesn't have to keep on," and he talked for quite a while and I said to him, "I have never heard anything wrong in your family." He said, "Oh, yes, but this one little thing she don't seem to be able to overlook or something." I said, "Perhaps if you don't keep at her and just keep on being kind, it would help. I don't
 10 know anything about it. She never told me anything." And that's about all I could say. I told him I was very sorry. Mr. Pease had always been a gentleman to me, and I told Mr. Pease he was welcome to my home any time. Mr. Pease knows this. I wrote him a letter to that effect. I wrote him a letter to that effect. I would like to offer in evidence a little bit of our principles of our religion and also the edu-
 20 cational work we are doing.

Q. Mrs. Cook, you say he spoke about a little thing about forgiveness—some matter she couldn't seem to get out of her mind. Was that the first time you heard of that? A. That's the first time.

Q. Did Mrs. Pease say anything to you about it? A. Never.

Q. Did he say what it was? A. Not exactly. He talked about a man in an office—that he might be overfriendly with the girls there. I
 30 didn't think much of it myself.

Q. Did you have any other conversation with him at any time after that? A. I don't remember. I don't think—not about such things as that. I talked about other things. I thought Mr. Pease was always very friendly toward me. I didn't learn he was anything else.

Q. Was that all you know about this? A. I am sure that's all I know about it. I was never told anything like that. Our church don't stand
 40 for gossip anyway.

*Mr. Ferdinand H. Pease—Respondent—In
Rebuttal—Direct.*

Cross Examination by Mr. Cornish:

Q. Mrs. Cook, I understand you to say that you gathered from this conversation that Mr. Pease—that what he had in mind was nothing of very much consequence? A. Yes.

10

Q. That's all.

MR. FERDINAND H. PEASE—Rebuttal.

Examination by Mr. Cornish:

Q. Mr. Pease, did you at any time incur debts, borrow money from the Glenridge Trust Company, in excess of \$5,000? A. No.

20

Q. I hand you certain original notes bearing your signature, to which are attached certain endorsements, and also certain checks. Will you go through those notes and state whether or not they comprise all of the notes which represent your borrowings, and how they were paid up to the time you turned your affairs over to Mrs. Pease? A. Do you wish me to give all the items?

30

The Court: Give us your maximum note.

A. There are five \$1,000 notes, dated as follows: November 9th, 1921; February 15th, 1922; December 5th, 1921; September 16th, 1922; May 15th, 1922. The first two notes in the order in which I gave them, were merged in a renewal note on August 7th, 1922.

40

*Mr. Ferdinand H. Pease—Respondent—In
Rebuttal—Direct.*

The Court: The renewal note being for how much?

10 A. For \$2,000. Following that note, through, if you wish me to give all the items, that note was again renewed on February 7th, 1923 for \$2,000. It was reduced by payments on account, to the sum of \$1,308.18, which is the amount of the renewal note on August 7th, 1923. It was further reduced by payments on account, to \$747.42, which is the amount of the renewal note on February 7th, 1924. That note was paid off when it was due, or before. The next two original notes which I listed were merged by renewal at the face amount of \$2,000 on March 6th, 1923. There had been two previous renewals of the first note. The note was reduced by payments to \$1,810.40, which was the amount of the renewal note on September 6th, 1923. It was further reduced by payments on account, to \$1,664.72 on March 6th, 1924. It was further reduced to \$1,385, which was the amount of the renewal note on September 6th, 1924. It was further reduced by payments on account, to \$826.55, which was the amount of the renewal note on March 6th, 1925. On that renewal, instead of the prior security of endorsements, a Liberty bond belonging to Mrs. Pease was filed as collateral security for that note, at \$826.55. That note was reduced to \$326.55, which is the amount of the renewal of September 6th, 1925. It was renewed on March 6th, 1926, and I haven't the final note because when it was paid it was not given back to me.

20 The Court: How much money did you owe on these notes when your wife took over the management of your affairs?

40

*Mr. Ferdinand H. Pease—Respondent—In
Rebuttal—Direct.*

A. I paid all but \$826.55 by the checks you have there. No, that is incorrect. The prior note before that last renewal of \$826.55 was at \$1,385. I find only one check relating to that note, in the amount of \$100, so that I can only show that I paid approximately the amount above \$1,285. The last of the five notes was renewed at \$1,000, on November 15th, 1922; was renewed at \$500 on May 15th, 1923, and that note was finally paid off. 10

The Court: By yourself?

Witness: By me.

Mr. Cornish: I offer these notes and checks showing payment by Mr. Pease, in evidence. 20
(Received and marked P-58.)

Q. Did you tell your wife in 1922 that you had been intimate with the stenographer formerly employed in your firm? A. I did not. I testified yesterday as to what I did tell her.

Q. Had you ever been intimate with her? A. I had not. I testified yesterday and I will repeat it, that there was a mild office flirtation. I kissed the girl and I told Mrs. Pease, so that was all there was to it. 30

Q. Did you ever tell your wife that you had been intimate with other women? A. I did not.

Q. Had you ever been intimate with other women since your marriage? A. I had not.

Q. Did you ever tell your wife that you were infected with a disease? A. I did not. That was a malicious statement. I have never been infected to my knowledge.

Q. Did you know Dr. Ringsland? A. He was our family doctor when our children were born. 40

*Mr. Ferdinand H. Pease—Respondent—In
Rebuttal—Direct.*

10 Q. How about these bonds that you are said to have stolen—\$10,000 worth of bonds? A. That's another malicious statement. It is not true. So far as I know, she never had any Liberty bonds except the ones that I testified to yesterday, about \$5,500. I never took anything that belonged to her.

20 Q. What other debts did you have besides that owed to the Glenridge Trust Company, concerning which you have testified, and the \$1,500 owed to the Northwestern Life Insurance Company? A. It is true that I had a friend by the name of Bill Nye. It is further true that before the loan at Glenridge Trust Company I borrowed \$300 from him which I paid off with my own money, either at the time I made the loan at the Glenridge Trust Company, or before. It is also true that before I made the first large loan at the Glenridge Trust Company, I borrowed \$500 from William T. Grant. I paid off that note to Mr. Grant when I made my first loan.

30 The Court: Did your wife ever pay any private debts of yours after she took charge of your affairs, to the extent of \$3,000.00?

Witness: Out of my money she paid off the \$1,200.00.

The Court: I mean, aside from the amount due the bank, did she pay any private debts of yours?

Witness: She did not.

40 The Court: When did you enter the employ of the New York Life Insurance Company?

*Mr. Ferdinand H. Pease—Respondent—In
Rebuttal—Direct.*

Witness: February, 1923.

The Court: Were you subjected to a medical examination at that time?

Witness: Yes.

The Court: How frequently have you been examined since that time by the New York Life Insurance Company? 10

Witness: We have an annual examination.

The Court: And when does that examination take place?

Witness: In rotation. We are called annually to the Medical Department for examination.

The Court: In what rotation?

Witness: Annually. I don't know what month of the year. 20

The Court: Is it the same month or different?

Witness: I don't think it is the same month. I have also taken new insurance.

The Court: Were you examined in the year 1925?

Witness: Yes.

The Court: Did you take out any life insurance in 1925? 30

Witness: May I look at my insurance list? I am not sure of the date. I took insurance in the New York Life, I think, in November 1930. I took insurance in the New England Mutual in 1931-1932, and was accepted by both companies.

The Court: What insurance did you take before 1925?

Witness: I had almost \$50,000 of insurance taken, most of it in the North- 40

*Mr. Ferdinand H. Pease—Respondent—In
Rebuttal—Cross.*

western, about 1923. I may have those dates here. No, I haven't the dates here of those policies. Mrs. Pease has those policies.

10 The Court: How complete and thorough is the medical examination given upon entering the employ of the New York Life, and annually thereafter?

Witness: It is a thorough examination for the purpose of determining whether people shall be accepted and made subject to their pension system, which pays in case of ill health or death.

The Court: Was a urine analysis made?

Witness: Yes, sir.

20 The Court: And is it made annually?

Witness: Yes, sir.

The Court: Do you know when this doctor died?

Witness: I don't recall.

The Court: How long ago—about?

Witness: It was about 1926 I should say—I am not positive.

Cross Examination by Mr. Kronmeyer:

30 Q. Mr. Pease, you said there was a mild flirtation, and that you kissed the stenographer in the office? A. That's true.

Q. Did you tell that to your wife? A. I did.

Q. When? A. At the time we were talking about it, in the summer of 1922.

Q. She didn't know about it before then, did she? A. She had accused me of a flirtation in the office.

40 Q. How did she know that? A. She had met

*Mr. Ferdinand H. Pease—Respondent—In
Rebuttal—Cross.*

this girl at the office and criticised me in regard to her.

Q. Before this talk you had with your wife at Cedar Beach? A. Yes.

Q. And you told your wife that there was a mild flirtation—that you kissed her? A. Yes.

Q. And your wife at that time requested that you discharge the stenographer? A. She did not. I offer to, as I testified to yesterday.

Q. Did you do so? A. At the same time, in that summer, my partner and I were considering whether we should go on with that small firm. As soon as I got back to New York, I told him I was going to discharge the stenographer. He said we should talk over the continuance of the firm; he thought we should wind it up, and he said he wanted the girl to remain with him if we broke up. She did remain until the end of the year and up to the time when I left in February 1923, and for some time thereafter. I don't know how long.

Q. Mr. Pease, in answer to a question about certain policies of insurance that you had, you, I believe, made reference to a policy you obtained in 1932. Who is the beneficiary? A. The New England policies are payable to my estate. The New York Life policies, four of them, I think, \$5,000 for Billy, \$5,000 for Elinor, \$3,500 for my mother, and the other policy I think is pledged.

Q. When was that policy obtained? A. The \$1,500.00 policy is pledged with W. T. Grant, because of his endorsement of some new notes which I have had to borrow these last two years.

Q. That's all.

10

20

30

40

*Mr. Frank Brewer—For Petitioner—Recalled—
Direct.*

MR. FRANK BREWER—Recalled.

Direct Examination by Mr. Cornish:

10 Q. Mr. Brewer, there appears on the state-
ment of Mrs. Pease's account, a withdrawal of
\$5,000.00 as of May 11th, 1927. Have you any
knowledge as to the manner in which that \$5,-
000.00 was withdrawn? A. Yes, that is a certi-
fied check.

Q. Do you know to whose order? A. I know
it was to her order. I haven't got the check.



20 The Court: I will reserve decision in
the case.

30

40

MASTER'S CERTIFICATE.
IN CHANCERY OF NEW JERSEY.

#97-672

Between:

FERDINAND H. PEASE,
Petitioner,
and
BLANCHE L. PEASE,
Defendant.

10

*On Petition
for Divorce.*

I certify that the foregoing depositions were taken by Anne M. Heger, a stenographer selected by me, and by me duly sworn faithfully and truly to take stenographically and reproduce in typewriting the testimony given, and that such depositions were taken in my immediate presence and hearing by said stenographer, sworn as above stated, and I believe that they accurately state the said evidence.

20

FRANCIS CHILD,
A. M.

30

40

EXHIBIT P-1.

AFFIDAVIT OF COMMISSIONER.
IN CHANCERY OF NEW JERSEY.

97-672

10	Between	}	<i>On Petition for Divorce.</i>
	FERDINAND H. PEASE,		
	Petitioner,		
	and		
	BLANCHE L. PEASE,		
	Defendant.		

20 State of New Jersey,
County of Essex,—ss.:

ISADOR V. DAVIS, of full age, being duly sworn according to law, upon his oath deposes and says:

- 1. I am a Master in Chancery of New Jersey.

 - 2. I will fairly and impartially take the testimony of Frederick S. Pease, a witness in the
- 30 above stated cause.

ISADOR V. DAVIS.

Sworn and subscribed to
before me this 1st day
February, 1934.

HARRY C. BROWN,
An Attorney at Law of New Jersey.

40

Exhibit P-1.

AFFIDAVIT OF STENOGRAPHER.
 IN CHANCERY OF NEW JERSEY.

97-672

Between

FERDINAND H. PEASE,

Petitioner,

and

BLANCHE L. PEASE,

Defendant.

*On Petition
 for Divorce.*

10

State of New Jersey,
 County of Essex,—ss.:

20

M. ETHEL HEDGES, of full age, being duly sworn according to law, upon her oath deposes and says:

1. I will carefully, faithfully and impartially take the evidence of Frederick S. Pease, in the presence of Isador V. Davis, a Master in Chancery of New Jersey, and will make a true and correct transcript thereof.

30

M. ETHEL HEDGES.

Sworn and subscribed to
 before me this 1st day
 of February, 1934.

ISADOR V. DAVIS,
 A Master in Chancery of New Jersey.

40

Exhibit P-1.

DEPOSITION.

IN CHANCERY OF NEW JERSEY.

97-672

Between

10

FERDINAND H. PEASE,

Petitioner,

and

BLANCHE L. PEASE,

Defendant.

*On Petition
for Divorce.*

20

Deposition of Frederick S. Pease taken before Isador V. Davis, a Master in Chancery of New Jersey, at the office of Osborne, Cornish & Scheck, 24 Commerce Street, Newark, N. J., on February 1, 1934.

APPEARANCES:

For the petitioner, OSBORNE, CORNISH & SCHECK,
by ABNER BRODIE.

For the defendant, WILLIAM C. KRONMEYER.

30

FREDERICK S. PEASE called and duly sworn by Mr. Davis.

By Mr. Brodie: Direct Examination:

Q. What is your full name Mr. Pease? A. Frederick Sloan Pease.

Q. You are not a resident of the State of New Jersey, are you? A. I am not.

Q. Do you reside in the State of Vermont? A. I am a resident of the State of Vermont.

40

Q. Are you the father of the petitioner in this case, Ferdinand H. Pease? A. I am.

Exhibit P-1.

Q. Were you present at the marriage between the petitioner and the defendant Blanche L. Pease on October 29, 1912, in New York City?

A. I was.

Q. By whom were they married? A. I couldn't tell. I don't remember.

Q. Was it by a minister? A. By a minister of the church. 10

Q. After their marriage did you see the defendant and her children quite frequently for a number of years? A. Every summer at least.

Q. Under what circumstances? A. They spent the summer—the two months—at our summer home in Vermont on the shores of Lake Champlain and for the next ten or twelve years after their marriage.

Q. Were they always welcome at your summer home? A. Most fully and gladly. 20

Q. Did you ever charge them board or did they ever pay board? A. Not any.

Q. Some time in November, 1927, about November 20th, did you receive from the defendant a letter? A. I did.

Q. Do you know the defendant's handwriting? A. Yes.

Q. I show you a letter dated November 19, 1927, and signed "Blanche" and ask you if that is the letter you received from the defendant Blanche L. Pease? A. It is. 30

Mr. Brodie: I offer this in evidence.

Mr. Davis: Any objections?

Mr. Kronmeyer: I object on the ground that this letter is incompetent, immaterial and irrelevant.

Mr. Davis: The letter will be marked Exhibit P1 of this date. 40

Exhibit P-1.

Q. When was the last time prior to the receipt of this letter, marked Exhibit P1 that you saw the defendant? A. Just tell me once more what you want.

10 Q. When was the last time prior to the receipt of this letter, marked Exhibit P1, that you saw the defendant? A. I presume it was in the summer of 1925. It was the last time she came to Cedar Beach—to the summer home.

Q. It was at least a year before? A. Yes.

Q. At that time was your contact with the defendant a pleasant one? A. Entirely.

Q. Had there been any prior discussions between you and the defendant regarding the marriage of her with your son respecting their home life and relationships? A. Not any. Never.

20 Q. Was this letter a surprise to you? A. Entirely so. No possible reason for expecting it.

Q. Did you reply to it? A. I did not.

Q. Did you ever see the defendant again after receiving this letter? A. I have never seen her since.

30 Q. Between October, 1912, the date of your son's marriage to the defendant, and the receipt of this letter had your son been giving you any money? A. Never.

By Mr. Kronmeyer: Cross Examination.

Q. Mr. Pease, where do you reside at the present time? What is your address at the present time? A. My home address?

Q. Yes. A. Burlington, Vermont.

Q. What is the street number? A. 308 Maple Street.

40 Q. And how long have you lived there, Mr. Pease? A. At that place about ten years—at

Exhibit P-1.

that address—I have always lived in Burlington since I was sixteen years old.

Q. I understood you to say you just spent the summer months—the two summer months—at Lake Champlain, is that right? A. Yes, at the summer home on the shore of Lake Champlain and had ever since we were married—since I was married. 10

Q. Did Mr. and Mrs. Pease stay there for two months in the summer time? A. Mrs. Pease and the children would be there for the two months. Mr. Pease would come when he could—Mr. Ferdinand Pease. He spent whatever his vacation was at the lake.

Q. And after the receipt of this letter you did not see Mrs. Pease again? A. I haven't seen her since. 20

Q. And you did not answer this letter? A. No.

Q. And during the ten year period that you refer to, when Mrs. Pease, as I understood you to testify, was spending her summers at Lake Champlain did Mr. Pease or Mrs. Pease pay you any moneys? A. No.

Q. Did they ever pay your wife any moneys? A. Mrs. Pease did.

Q. When was that? A. About 19—I don't know whether I can tell—1922 or '23—Mrs. Pease came into an inheritance and sent Mrs. Pease \$100 as a token of good will. 30

Direct Examination:

Q. You mean your wife? A. Yes.

Cross Examination:

Q. Was there any other time that Mrs. Pease paid you or your wife any money? A. No. 40

Q. Did she, during this period of ten years,

Exhibit P-1.

either she or Mr. Pease, pay your wife, if you know, any moneys? A. No.

Q. Neither one of them? A. No.

Direct Examination:

Q. What is your age, Mr. Pease? A. I am 77 years old.

10

 IN CHANCERY OF NEW JERSEY.

97-672

 Between

FERDINAND H. PEASE,

Petitioner,

and

BLANCHE L. PEASE,

 Defendant.

 } *On Petition
for Divorce.*

20

30

Deposition taken in the above entitled cause before me, Isador V. Davis, Master in Chancery of New Jersey, on the 1st day of February, 1934, at 4:30 o'clock in the afternoon, at the office of Osborne, Cornish & Scheck, 24 Commerce Street, Newark, N. J., and transcribed by M. Ethel Hedges; such deposition being taken and transcribed in pursuance of a stipulation between the parties petitioner and defendant, dated January 30, 1934, and filed in the office of the Clerk in Chancery on the 1st day of February; said deposition being taken in the presence of Abner Brodie, associated with the firm of Osborne, Cornish & Scheck, solicitors for the petitioner, and William C. Kronmeyer, solicitor for the defendant.

40

ISADOR V. DAVIS,
Master in Chancery of New Jersey.

EXHIBIT P-2.*Date June 17-27.*

JAMES C. WOLFE, M. D.
56 Church Street,
Montclair, N. J.

Camp Abuaki: 10

This is to certify that Wm. H. Pease has not been exposed to a *contagious disease* for the past 2 weeks, and is in good physical condition.

James C. Wolfe, M. D.

Tuesday.

Dearest Ferd: 20

Enclosed is Dr. Wolfe's statement which I forgot to give Billy to take to the Camp. You might give it to Mr. Clark when you see him again.

You might find out how much Billy will need for trips in August. I have already paid \$70 for board & for trips etc.—Have paid board up to Aug. 1st.

I hope Billy is getting along finely and that he is interested in his work. I wrote him to be sure & send Miss Codey a card—I think she would appreciate it. 30

A terrible thing has happened to one of *Mrs. Cook's* lovely Angora cats—"Prince"—There is a Boston lawyer here with wife & three children who have a cottage which they have rented. This lawyer, Mr. Grover, also has a boat—that *big black one we used to see last summer* near the raft. Last week he allowed his children to 40

Exhibit P-2.

10 take one of the cats into the boat & I believe they would have kept it if *Mrs. C.* hadn't seen them & told them to bring it back. Well, last Sat. they stole "Prince" took him on the boat & kept him there. They intended going off in the boat for 3 weeks & you see they wanted the cat for a mascot. Sunday *Mrs. C.* asked him if her cat was on the boat & he was furious & denied it. Everyone searched high & low but no "Prince" to be seen. *Mrs. C.* felt it was on the boat & Sun. afternoon I was watching his children on the boat & I saw the cat. I also saw him again Monday morning.

20 We waited until Mr. G. rowed to shore with his children & then we gave him a piece of our mind but even then he would not admit anything. He was good & scared, though, for he knew we were on to him. Well, what did he do but *drown* the cat & then took it over in a row boat away over on the point across from the Island and buried it! He didn't know we were watching him but we were. Can you imagine a man being so cruel! *Mrs. C. is heartbroken* for she brought up the cat & loved it dearly. I feel so sorry for her—we all do—It was a beautiful cat—the prettiest one of all—I told Grover that what he had done wouldn't bring him any luck & it won't.

30 I am glad you are having such a good time at the beach, seeing all your old friends—etc.

Remember me to Florence & Bing. I should think Florence would be a nervous woman the life she leads—entertaining all the time & never happy unless she is doing something every minute. Such people usually are—

How do you like Bess Wilber's husband?

40 I hope Maria will "pass over" soon—poor

Exhibit P-2.

soul—Should think Mrs. Farling would have her hands full with 5 children in her house. My love to Amy when you see her. B's sister. I mean—

I bet the Dr. Peases, Blacks and Bings have one gay time altogether.

What did you & Ray do? I guess he hated to go home. A week's vacation isn't long enough & he should take a longer one, but maybe he can later on.

10

Hope you enjoyed your Huntington trip.

I expect you are with Billy at present—Give him lots of love—

Did Aunt Carrie's husband get mad with G & is that the reason he left the house.

If Grandma sells her house, maybe the ones who buy it might buy the furniture—Tell her to rent it furnished until she sells it. Then that would bring her in a little income & people are more apt to buy when someone is living in it.

20

If the *sun* would only come out. We've had nothing but fog & rain for weeks—about 2 or 3 pleasant days this month. The next pleasant day we may take a trip to Province Town (75 miles down there). We will have to leave about seven in the morning in order to get back the same day—

Sorry to hear about Clayton. Seems to me, they are always in hot water.

30

Nice that you could be at the N. Y. Life Meeting & make a speech.

Last Thursday two couples called here for a sitting with Mrs. Cook. One was a Methodist Minister, Rev. Launderville, & his wife & the other couple, a Mr. & Mrs. Hawkins from Windsor, Vt. He is a "seed" man & has been a spiritualist for 40 yrs. They had never had a sit-

40

Exhibit P-2.

ting with Mrs. C. but the others (the minister & his wife) had met her several years ago. They came away down here from Windsor, Vt.—just to see her & have a sitting.

10 One of Mr. Hawkins daughters had passed over recently with T.B. and the other couple lost a daughter recently through a terrible accident (burned). They wanted to get in touch with Mrs. C. & went all over the country trying to find her. She gave them a sitting that night & most of us were present—It was just *beautiful!* Both couples brought such good conditions & therefore got wonderful results—*which is always the case when people come in love—Sometimes it takes a great sorrow to bring people to God.*

20 *Love from us both*

As Ever—

Blanche—

P. S. I enclose check for \$35. so that you can purchase your return trip ticket & berth to N. Y. whenever you wish.

Postmarked: June 1927.

30

40

EXHIBIT P-3.

Thursday

Dearest Ferd:

It doesn't seem possible that we have been here nearly three weeks—I hate to have the days fly so quickly for I do love the summer and the winter months are so long. Yesterday was a glorious day and we were out of doors all day long. We even had breakfast and lunch out on the beach. In the morning we swam over to the Island and then walked all around over there. The view from there is lovely. 10

It is a shame everything is so neglected for someone could make a beautiful place out of it.

On the way back we swam over to the float and I saw Fred and two other boys. Ferd says he isn't getting the same kick out of it this year. The help in the kitchen is very poor & it makes it hard for them. 20

Thank you for all your letters. I am so glad Billy likes the Camp so much & that his leader is so fond of him. I think you will find a great change in Billy in the Fall after his Summer at Camp. You can't be soft when it comes to bringing up boys. They have to be disciplined and in the end they won't respect you if you are easy with them and always give them their own way. 30

Too much soft soap & praise is not good for any child so try to be stronger with him and you will see better results.

I'm glad the food is plain—good & plentiful at Camp—for that is what a growing boy needs—

40

Exhibit P-3.

Yes—Go to Dr. Manson if you want to and have him fix you up—

I also hope you & Roy can climb some mountains. The time is getting short for Roy. It is too bad he cannot stay longer.

10 Elinor looks better every day—She eats & swims all the time & is getting very brown. She is having the best of care so don't worry about her. You didn't stay very long at the Camp but I suppose you will go up again in a few days.

20 As long as your mother & Dad seem so glad to see you & you are so fond of them. I think you had better divide your time with them & at Billy's camp and not plan to come down here again. You don't see much of your parents in winter so I think you'd better spend your vacation with them in summer—you see us all winter long and it is only a matter of five or six weeks before we'll be home.

What did Billy have to do to earn his monogram. I'm glad he could have that little trip to the Beach.

I'm sorry to hear about Cousin Maria. Poor Soul! I feel sorry for her. Give her my love—Also to Grandma Henry. I should be very glad to have her china.

30 Has Ned Wilber resigned because of *deafness*? Where will they live? I can't imagine your Mother or Dad or you becoming interested in spiritualism. People who are not *hungry* are not interested. "Seek and ye shall find" but if people don't "Seek" how can they expect to "*Find*".

40 I did not go to Boston on Tuesday but several did and they almost died with the heat. It was cool here. We have had a lot of rain &

Exhibit P-3.

fog this month. I'm hoping the sun will come out & stay out soon. Today it has been very foggy.

My bag came from "Crosses" and is O. K. Many thanks.

Much love from E & me.

10

As Ever

Blanche.

Postmarked:

Point Independence—July 14, 1927.

July 14

Dear Daddy

20

We have a new cat becoese Prince the cat that we used to have a cat that who are awful people stote our cat cat and drowned our cat

xxxxxxxxxx

0000000000

xxxxxxxxxx

00000000

Love

from

Elinor.

30

40

EXHIBIT P-4.

Thursday.

Dear Ferd:

Thank you for your two letters and card. Also for the Telegram and the lovely flowers.

10 I had one of the happiest birthdays I ever had in my life—Everyone was perfectly lovely to me and did everything they could to make me happy. Mrs. Cook made a huge birthday cake for me and had a lovely dinner that night with ice cream & everything good.

I am glad you are enjoying your vacation too, and seeing all your relatives & friends. The grass surely hasn't had much time to grow under your feet!

20 The view at Road's End is certainly beautiful but I should miss not being near any water. I am glad you had a chance to climb the mountain again.

I was surprised to hear that Dolly Smart was married the other day—I don't remember ever meeting Prof. Burroughs—Wasn't he the one who liked Sybil?

Who is taking care of Mrs. Smart? I tho't one of the girls had to be with her all the time.

30 I really prefer that you do not come down here again even for a day. I am with you ten months in the year and I think I have a right to spend my vacation the way I choose to. I should think you would want to spend as much time as you could *with your parents* and with Billy.

You needn't worry at all about Eilnor & me. We are getting along finely and are very happy here. Mrs. Cook and her family are doing everything in the world for us. Elinor looks

40

Exhibit P-5.

better every day. I wish you could see her eat! We will be home in about five weeks so spend the rest of your vacation with Billy or at Cedar Beach and do not come down here again. We are alright and when the time comes for us to leave Mr. Cook will take us home in the car.

I enclose Dr. Manson's check for fixing your teeth.

10

Love from Elinor & me.

As Ever.

Blanche.

Postmarked: Onset, Mass. July 23, 1927.

EXHIBIT P-5.

20

Saturday.

Dear Ferd:

Enclosed is a check for Mr. Clark. I guess this is all I owe him. I suppose you received the check for \$20. I enclosed in my last letter to you.

30

When you have so many invitations for dinner. Seems to me you ought to be able to save up for a show—your breakfasts don't amount to much. You have your dinner at the N. Y. Life—and your dinner again at night—Surely 2 meals a day ought not to cost more than \$15 a week even when you don't have any invitations.

Don't send me any more flowers—you don't need to do that for I can have all the flowers I

40

Exhibit P-5.

want out of the garden. Mrs. Cook lets me have all I want.

Thank you for the caramels—I'm glad you sent Schraft's and not Mirrors—Gordon was away a long time. I wonder if they saw Ruth Scott at Brandon.

10 Hugh must be going to Conn. soon.—He must be in need of a vacation for he works so hard—

It's a shame that you don't play tennis Sat. & Sun. Can't you scrape up some one to play with you? Does Roy play?

What is going to happen that Bill Orr bought a closed car! I suppose Connie won't see much of it except week-ends.

20 It rained this morning so we did not go in for a swim. Afraid of getting wet! Hope we can have a dip this afternoon.

Elinor is busy every minute playing—or eating! They enjoy the swing too and like to play a lot with their dolls.

I hope you had a good time at the Everett's.

Love from us both—

As Ever,

Blanche.

30 Postmarked: Point Independence—August 13, 1927.

40

EXHIBIT P-6.

92 Willowdale Ave.,
 Montclair, N. J.
 November 19th, 1927.

Dear Dad:

For *five years* I have kept silent about the
 real cause of the trouble between Ferd and me 10
 but now I feel that you ought to know the
real truth which he has never told you. He
 has lied to you about everything as he has to
 me for many years—Not only that but he puts
 himself on a very low plane by trying to be-
 little me before everyone, telling everyone at
 his church, all the neighbors and people here
 and everywhere else—also my parents as well as
 his that *Spiritualism* is the cause of the trouble 20
 between us—The real *Truth* is that *five years*
ago up at Cedar Beach—the summer he
 had the mumps and I was so ill—he con-
 fessed to me his *infatuation for his stenographer!*
 She was working at Hunt, Hill & Betz the time
 he was there and he and Pit Mason *hired this*
same stenographer to go with them when they
 opened their office together—so you see how
 long this affair had been going on! It was a
Terrible shock to me, as you can imagine, and 30
 you know the result—he made me lose my baby!

Naturally I was a changed woman from that
 moment. I had always respected and trusted
 Ferd but my eyes were opened wide and I
 realized that I could *never* trust him again.

You know I have always been a good wife
 to Ferd. I have never cared or run around
 with other men and I have *never* neglected my
 children. I have done everything in my power

Exhibit P-6.

to help Ferd in every way when he was so hard up and have ever since I married him.

I have never told a soul about this not even my own parents. What he has made me suffer, no one knows.

10 Awhile ago you wrote him—for my benefit—that “ten weeks was a long time to be homeless” but let me tell you that *ten months* is a h—— of a long time to live with *your son!*

I don't see that you all even want him in your home for even a week unless he hands you out a lot of money—That is how much you all care for him!

20 When Ferd married me, he took upon himself a responsibility and it is his duty to support the children and me and *educate* his children. Every year I have been married, he has sent you money and let his wife and children go without. That is true love—isn't it? He doesn't know the meaning of the word—“*Love*”—

Why you should expect your children to hand over money to you when you have *much* more money in the bank than we have and a great deal of property besides—I fail to see—

30 You knew Ferd and I had very little to live on when we were first married and for many years afterward and yet you kept on writing and expecting him to hand out money to you even when I was in the hospital—When we were hard up and when he landed a \$7,000 *debt* on my shoulders, I didn't notice any offer from you to help us out!

40 God gave you all a wonderful opportunity in giving you so much money years ago and if you had taken care of it the way you should have

Exhibit P-6.

you would have been the wealthiest people in Vermont today.

I finished paying Ferd's debt only last year and now I am trying my best to save enough to educate the children. If I don't who is going to? Certainly not you or anyone else—I don't intend to have Ferd hand it out to you when you don't need it. If he continues to do it, I shall leave him and never go back to him for I have stood all I am going to from him. If he behaves himself I will live with him for the children's sake and that is all—

10

He has done everything he could to try and crush my Truth in every way possible but I want you to know that *if it weren't for my Truth, I wouldn't be living with your son Today—!*

20

Everyone has a right to develop their own soul the way they choose—I have never interfered with his religion (?) and I do not intend that he or anyone else shall interfere with my Truth which is very sacred to me. If I told you all the mean, contemptible things he has done to me, you would see things with different eyes—Maybe—Someday you will and then I am sure that you won't have such a good opinion of your son.

30

Blanche—

40

EXHIBIT P-7.

Point Independence, Mass.
Tuesday.

Dear Ferd.

10 Expect to leave here on Thursday on the Knickerbocker Express which leaves *Providence* at 2.14 o'clock and reaches N. Y. around 6 o'clock. I will get off at *125th St. Station* so be sure & meet me there and not at Grand Central.

Now I have a little job for you for Wednesday night. Dust all the furniture and the floors in all the rooms! Now don't just skim over it but see that you do it as well as I do! I don't like to sleep in a dirty apartment you know!

20 Then go down in the laundry room and dust off sleds etc. & rubber boots & artics. I know you'll be thrilled to do all this! Don't go to sleep over it either!

Please notify the Gas Co—(I think the gas is turned off, isn't it?) to turn off electric light (& gas if they haven't done so already) Friday, *the 31st*. Also notify the Water Co—to shut off water that day for good. Did you find out about deposits?

30 I won't cook anything on Fri. for breakfast. I'll just have fruit & you can have more at Hoboken. It won't be necessary for you to take Friday off as the men will do everything for me—and you will be home Sat. or Sunday & Monday.

Love From us both—Blanche.

Postmarked: Point Independence—August 28,
1928.

EXHIBIT P-8.

Saturday.

Dear Ferd.

It just shows what a lot of respect you have for my judgment when you go and phone the apartment house and ask a lot of questions you have no business to ask. In the first place you are not paying rent until *Oct. 1st* and it is only through the kindness of Mrs. Cook that we can move in before that date. She knows it will be much easier for me to move before Billy comes home or before school begins and if it weren't for me, she would not be moving out until October. The Superintendent has 45 apartments to take care of and he is too busy a man to have you phoning all the time and bothering him about things that do not concern you. I know what I want done in the apartment and I am perfectly capable of managing things myself and I don't care to have you butt in in any way. I don't interfere with your work and your office and if you will just attend to your affaires you'll be better off in the end. The idea of you making such a nuisance of yourself phoning Mr. Burns & the Apartment house the way you have—You just ought to be ashamed of yourself and if you don't stop butting in, you are going to get yourself terribly disliked before you even move in.

We shall be home on Thursday and I'll write again next week exactly where to meet us.

I enclose check for \$10 which ought to be enough until Thursday.

As Ever.

Blanche.

Envelope postmarked—Aug. 25 4 PM Mass. 192—

EXHIBIT P-9.

Friday.

Dear Ferd.

10 Enclosed is a check for you also Julia's. Don't ever again borrow any money from anyone because if you do I won't pay them. I will pay your church bill up to end of July but you will have to notify them that they need not expect anymore from us. Do not send me any more bills from Montclair because I do not intend to pay them. Billy will find plenty to do in N. Y. without going out to the Athletic Club.

You will have your Bar Association to go to & that will cost more, Too.

20 When you have a minute please find out from the *Phone Co.*—also the *Gas & Electric light Co.* and the *Water Co.*—the exact amount you deposited with them when we moved to Montclair. Do not say anything about moving or paying your bills. Maybe you'd better *write* each one & then you will have it on paper—I think they pay a small interest on money deposited with them. Let me know as soon as you can. The Dept. of Water is—30 Park St. Montclair—

It sho' has been hot but we always seem to get a cool breeze here on the Point.

30 Elinor was glad to have your letter this morning—She can swim out to the raft & the other day she swam over to the Island with us at low tide with her water wings on—“C. M.” went along in the boat & Helen swam over without wings—

I'm sorry the eggplant upset you—you'd better take a Boal's Rolls some night soon!

40 Why don't you go to Mrs. Zabriskie's for dinner once in awhile? She is not expensive & it helps her out too—

Exhibit P-9.

Hope you can spend this weekend at Aunt Mary's—or rather Ruth's.

Did you have fun at Clinton's last night?

Thank, 'muchly' for polishing andirons etc. I know everything will look lovely in our new apartment.

As plans are now, will come home on the train reaching N. Y. around 6 o'clock Thursday the 30th & then Anderson will move us *Friday* the 31st. 10

I sho' will be glad when we are all moved.

We all had a wonderful ride last night to Falmouth. It certainly was gorgeous—

Well—be good—

Love from Elinor & me—

Blanche—

Saturday

20

Your letter just came—As soon as I find out how much you deposited with the Telephone Co. I will settle with them. The Gas Co. was supposed to let me know after they had tested the old meter which they took out but not a word from them. I do not intend paying their bill until they make it right as I did not use that amount of gas in one month. Do not tell them a new water heater was put in because of course they will lay it to that. 30

After you find out what you deposited with them then you can tell them that if they will adjust the bill satisfactorily we will pay but not until they do. They can see that I have never had such a bill in all the years we have lived there.

Envelope postmarked—Onset Aug. 18 5 P. M.
1928 Mass.

40

EXHIBIT P. 10.*Thursday.*

Dear Ferd.

10 Well I guess you are standing on your head this morning. Meeting Barbara & getting ready to leave to-morrow night. I expect B. was glad to see Art again.

When are they to be married? I trust her debt will be paid off before she is married.

You remember Ted said he tho't that would be a h— of a present to hand over to him. (Art).

I cannot understand why she hasn't paid long ago for she earned enough teaching that year to pay it & would have had plenty besides if she had been careful.

20 Elinor was not vaccinated on her arm but on her leg. She is doing finely.

The Dr. comes again to-morrow morning. She stayed out of the water 48 hrs. as he told her to.

I'm glad you found a brief case you liked and some ties.

The children can do my errands for me when I get back & why should we pay \$12 for the use of a phone for just a few days? That is just throwing money in the gutter & I was not brought up that way.

30 As I have already told you many times Mrs. Cook wants us to have Sept. Oct. & Nov. rent free—so we don't have to pay rent until Dec. 1st.—

Yesterday I had a lovely ride to New Bedford—Lovely woods & such beautiful roses everywhere!

40 Please deposit your check as soon as you can

Exhibit P-11.

& then I will send the Life Ins. Checks to them.
Let me know when you do—

Hereafter I will send your letters to Cedar
B.

Love from us both—

As Ever—

B.

10

Envelope postmarked Point Independence July
12 4 PM Mass. 1928

EXHIBIT P-11.

Dear Ferd.

20

Thanks for your letter this morning enclosing receipt & letter from Mr. Kitahama. What year did you have the policy put in my name? When & to whom will this policy be paid? I do not understand about the three years compound interest on it. Do we still have to pay 5% every year on this loan?

I was glad to read Mr. Kitahama's letter. It is too bad about Sato having to go back to Japan if he doesn't want to—Has he got to return to Japan for good?

30

The Zabriskies will surely miss him. He ought to take them along! Her son doesn't seem to get well, does he.

I had a nice letter from Billy this morning & he says he has earned his banner. I'm so glad'' also that he drew a picture for the Camp magazine. It is fine he is so interested in everything.

I had a good swim this morning & the children, too.

40

Exhibit P-12.

10 To-morrow I expect to go to Boston as I have to see what the Trust Co. has filed with the Probate Court and will have to stay over night as I must be at the Court in Boston at 10 o'clock. Thursday. I hope they all get a good shock when they see me!! You can bet your life that I shall tell the Judge a few things, too, and before I get through they'll wish they'd never published any citation. When I make up my mind to do anything, I do not stop until it is done. I am not afraid of anyone when I know I am in the right.

I hope you received my check (\$50) today & that you'll be able to get a lower berth Friday night all right. I'll send my next to Cedar Beach. Have a good time & give lots of love to Billy.

20 Love from Elinor & me—

B.

Envelope postmarked—Point Independence—
July 10—8—A M 1929—Mass.

EXHIBIT P-12.

30

Monday.

Dear Ferd.

Thank you so much for your letter and the two books for my birthday.

While I think Conan Doyle is a very earnest worker, I do not think he can teach me anything for I consider my knowledge of spiritualism way beyond his.

40 Billy sent me a lovely box of chocolates. It was sweet of him to do it.

Exhibit P-12.

I had a very happy birthday but it is hard for me to realize I am getting so old!

I'm glad Mr. McGovern was made director of the Camp and that all the boys like him. It is too bad Billy took cold and was sick for a day. If he is out of Feenamints please get him a couple of boxes as he should take them twice a week & then he won't be apt to take cold and have stomach aches so easily.

10

It is fine that you have had such good weather & are having such a good time.

Elinor received the bathing cap & I think she wrote you about it.

No, we haven't been to the Island yet as some days it has been too windy and choppy to go over—

No, I didn't have any lawyer in Boston. I did not need one to tell the Truth for me for I knew I could do that myself. I do not expect to have to go up again.

20

Mrs. Cook cooked a lovely dinner for me yesterday—chicken and ice cream and all the fixings and believe me it was good. I wish I could cook the way she does for everything tastes so good.

We all went to the Movies again Sat. night and saw Ramon Navarro in "The Pagan". The acting was good. Give my love to Grandma Henry when you see her.

30

I enclose check for this week.

Love from Elinor and me.

As Ever, B.

Postmarked: Point Independence

July 22, 1929.

40

Postmarked: Point Independence—July 18th.

EXHIBIT P-13.

Tuesday

Dear Ferd.

Another lovely day and I'm so Thankful to be down here & away from that hot dirty city. I know you & Billy will be happy too when Friday comes & so will I. I hope you'll have lovely weather all the time you both are up there.

10

I've told Billy about the towels—etc. and before I forget it please sew his tapes on his heavy blue sweater, also his gray one as I did not have time to do it. I think the tapes are in my sewing basket in E's room.

I hope Billy bought some more oranges after the ones in the frigidaire were gone. Tell him to eat fruit every day. *Don't forget* to take out the plug of the frigidaire *Friday morning!*

20

Please have the N. Y. Life give you your check for the 15th *on or before* next *Thursday*. Have them *cash* it for you. Then please deposit \$100 in my bank, Friday—the 11th (Chase's on 93rd) and send me the rest in *currency* by *registered mail*. Your August 1st check you can deposit in my bank—I mean all of it.

As yet, I haven't seen a room I like well enough to have Elinor sleep in & you should see some of the dumps for rent & the prices are fierce.

30

Are you going to be able to have a month's vacation? You ought to.

Be good children. Elinor looks just fine already.

Love to you & Billy.

As Ever

B.

40

Let me know when you get up to C. B. how much to give your Mother for B's board. Please see that he has *plenty* to eat—

Postmarked: Point Independence—July 18th.

EXHIBIT P-14.

Monday.

Dear Ferd.

Your registered letter reached me safely with currency enclosed for which I thank you.

Now in regard to what you say about how hard you try to please me and "how much you subordinate your personal wishes to mine in all our plans", let me tell you that I think you are crazy if you think for one moment that you can cram any such rot down my throat. I know you too well and have lived with you too many years and never in all the years I have been married to you has my happiness concerned you in the least.

If it had. You never would have handed out all the money you did to your parents—even when I was in the hospital—and let Billy, Elinor and me go without proper food, clothing, etc—

No doubt you were trying to please me when you were immoral with other women & were handing out money to them too!

For many years I did nothing but slave and work myself to the bone for you and your people & so-called friends and what thanks did I get? *Just insults!* I know darn well you'd be just tickled to death if I'd continue to slave and cook my head off your d— bunch. That's how much you *consider me* and *my happiness!* But I won't be a tool for you or cheapen myself for you or anyone else. How long do you think your little salary would last if you tried to entertain Mr. Kingsley's son, Mr. & Mrs. Cook & many others in your company & if you did all you are crazy to do for them, what good would it do you? They'd just laugh at

10

20

30

40

Exhibit P-14.

you & think a darn sight less of you than they do now.

10 As for Roy Lincoln, you must remember that his parents left him considerable money which enabled him to do many things you couldn't do. Ever since I married you yours have done nothing but try to see how much they can bleed you. I know darn well you are peeved all the time because you can't hand out as much as you'd like to to them—no matter how much you had, you'd give them *plenty* but you'd *never* save *one cent* for the children & you'd let us go without. That is how much you love (?) the children and me! You could *never* make me believe that you have ever loved the children and me—You don't even know the meaning of the word—*Love*—You are too much
20 of a d— rattle-snake and a hypocrite and all you think about is yourself, your people, your so-called friends—your bills. Your wife and children & their happiness & welfare do not concern you in the least.

Look how you have lied about me & talked behind my back to every Tom, Dick & Harry, & how you have tried to humiliate me every chance you get. And even go so far as to try & get the boys in the Lobby to spy on me! You old cheap
30 skate! Don't you suppose they all see through you, even your so-called friends? They know I have never done anything wrong, and they also know I have never said one word to them about you or my personal affairs—I wouldn't put myself on such a *cheap* plane as you do for I know it would never bring me any blessings if I did. Furthermore, not one of them care a fig about you except what they can get out of you and I guess Florence and Roy have realized
40 more than ever lately that no one cares about

Exhibit P-14.

them either now that they are down and out & living in one room in the attic. When you were in the same boat, did your people and friends stand by you & offer to help you? Not much! Your wife—whom you had always ill-treated was the *only one* who did—and you know it!!

You know as well as I how I did my best to push you ahead in every law office you've been in and I can tell you that if it were not for my faith in God and my Loved Ones in The Spirit World and my prayers, you wouldn't be holding the job you have today—

10

You ought to have at least \$15,000 a year & you would have that much if you did not act so weak & mushy around Cooke. He doesn't give a darn about your getting ahead. He's as jealous of you & everyone & is doing his best to hold you back. If you'd talk up to him the way I told you to do and let him know that if he doesn't intend doing anything about a raise for you that you'd go over his head, he'd soon take notice & get busy.

20

As he is now, he just feels he has you under his thumb—you can't slobber over that man & expect to get ahead. You could entertain him every night in the week, and his wife too, but they'd think less & less of you for doing it.

As for my friends (And do you ever give me credit for knowing refined people when I see them?) Have you ever tried to act like a gentlemen & be courteous to anyone I have ever cared for? Have you been happy to have them in my home? *No you never have not one of them!* You have done nothing but insult them right & left & tell me how you hate them. That too shows how much you love (?) me and how much you care about my happiness. What have they

30

40

Exhibit P-14.

ever done to you to make you feel the way you do toward them.

10 Have you ever appreciated the fact that Elinor and I could spend so many wonderful summers here in this beautiful home with such refined people? No, you never have—you'd rather have us stay in some buggy little rooms elsewhere. That's how much you care for either of us and you'd like to come and spend your vacation & gossip with hotel managers, servants & what nots—What a grand, restful, happy vacation that would be!

I am trying my utmost to save every penny I can to educate the children and I shall always do my best by them as I have always done in the past.

20 As long as you are so unhappy about everything I do, why do you live with me? I am not asking you to remain under the same roof with me as long as you feel the way you do about everything. I am perfectly willing at any time for you to give me one check and you take the other—then you may live the life you wish to anywhere you choose and I will do the same. The children can choose between us and if they wish to go with you, that is up to them. I have done my best by them and you—
30 too, and I am very sure nine women out of ten would have left you years ago if you had treated them the way you have me.

You say "we only have one life to live and that is short" If that is what your church teaches you and you wish to believe that way, that is up to you. My truth has taught me that we live many lives and that we begin "Over There" just where we leave off here—Therefore,
40 it is up to each one of us to progress here as much as we can and that is what I am endeavor-

Exhibit P-15.

ing to do, regardless of what you may say or think.

I am very glad your letter has given me the opportunity to write you just how I feel about things and I am sure that God does not blame me for feeling the way I do because he knows I have tried to be faithful all these years and have done my best—

10

B.

Postmarked: Point Independence—August 18, 1930.

EXHIBIT P-15.

Monday

Dear Ferd:—

Billy asked me if he might spend next weekend at Cedar Beach and I wrote him to do as he wished about it.

20

I think he'd rather do that than come home on the 29th—You'd better write & ask your mother if it is convenient for him to be there over Labor Day. I told Billy to ask her how much she wanted for the time he is there & that I would send her a check when I get home. I sent Billy a check for Mr. McG. & extra for his expenses.

Elinor & I will remain here until *Tuesday Sept 2nd* and then Mr. Cook will drive us up to N. Y. in his car—also Helen—and Helen will be with us for a few days.

30

You'd better phone the *French Window Cleaning Co.* as soon as you receive this & have them *send Martin*, if possible, to wash all the windows (except the one in the store room)—12 in all. They ask 25c each. Have him empty water in your bath room so that he won't mess up two— Give him newspaper to put under his

40

Exhibit P-15.

pail & ask him to be careful. I should think next Saturday would be a good time or some evening after you get home before it is dark. They take about 1 hr. & a half or two to do them.

I enclose your check & enough to cover for washing windows & errands at stores.

10 Please take Billy's sheets & Pillow case—also towels in both bathrooms & mat to laundry as soon as possible. Try & clean up the apartment *good* Labor Day night & dust & mop better than you did last year please—There are plenty of dusters in the second drawer in the kitchen & don't expect to do a good job with just 2 dusters! I use at least 10.

20 If Billy should come home on the 29th—he can help you and be sure and scrub up kitchen & bathrooms *good*. *If I knew of a good woman*, I'd have her do it, but good ones are far & few between these days. Please also wash off *top of refrigerator* & the shelf in pantry & kitchen.

I have sent Billy quite a number of stamps & guess there are a few good ones among them.

I'm glad he has won so many merit badges & hope he'll also win the Cup. Expect they'll all eat their heads off at the banquet.

30 It has been quite cold here lately & we've had some rain but E. & I have been in swimming nearly every day all summer—

Don't wait dinner for us next Tuesday as I don't know when we will reach N. Y. and we will probably have our dinner somewhere on the road—We might not get home until late.

Elinor is fine—

As Ever.

B.

Don't forget to dust under radiators!

40 Envelope postmarked: "Point Independence Mass. Aug 25 5 PM 1930"

Exhibit P-15.

WILLIAM J. SCHMITT
 Attorney & Counsellor at Law
 233 Broadway
 New York

October 31, 1930

Ferdinand H. Pease, Esq., 10
 c/o New York Life Insurance Co.,
 51 Madison Avenue,
 New York City.

Dear Sir:

Your wife has consulted me in regard to her domestic difficulties. I would be pleased to interview you at my office on Monday, November 3rd at 11 A. M., with the hope of bringing about a possible solution to this matter. 20

I would appreciate the courtesy of a reply in reference to same.

Very truly yours,

Wm. J. Schmitt

WJS:SP

Envelope postmarked Hud. Term Annex, N. Y. 30
 Oct. 31—6:30 PM 1930.

EXHIBIT P-16.

MAX D. STEUER
11 Broadway
New York.

January 7, 1931

10 Mr. Ferdinand Henry Pease,
51 Madison Avenue,
New York, N. Y.

Dear Sir:

Your wife, Mrs. Blanche Pease, has conferred with me concerning the present differences existing between you.

20 I would be glad to have your attorney take the matter up with me for the purpose of determining whether adjustment can be made without the necessity of litigation.

Yours very truly,

Max D. Steuer.

MDS/AL

30

40

EXHIBIT P-17.

322 Central Park, West.
New York City
March 6, 1931—

Dear Ferd:

As you and Arthur are Two Baby Prattlers, I thought you both needed something to play with because you cannot play with me— 10

Blanche

EXHIBIT P-18.

Dear Ferd:

You will have to pay Sheffield's bills as it is impossible for me to pay them with the little you send me every week. 20

I can not buy proper food for the children and me and pay any personal expenses with \$35. a week and you know it as well as I—

Children need good plain food and plenty of it and they always had it when I had the checks and you know that too.

It proves again how much you care for The children to send so little every week when your salary is over \$900 a month and you don't even pay The Life Insurance premiums— 30

B.

Envelope postmarked—New York, N. Y. Sta H
June 16 6.30 PM 1931

EXHIBIT P-19.

Dear Ferd,

(10) As you are not giving me enough to pay all our food bills, you will at least have to pay Sheffield's milk bills for *I cannot pay them with \$35 a week*. If you don't, then Billy & Elinor cannot have any cream with their milk in future & will have to get along with skim milk which is a shame when they *need* the other so badly—I have always given them the best of milk & the best food I could buy & you should be ashamed of yourself to cut down on their food the way you have since you walked out. It *hasn't* and *won't* bring you blessings. — — Wait and see!

(20) It won't do you any good to return this bill for I can't pay it—It's up to you to do it *as you have over \$500 a month for yourself* and any fool knows we can't live decently *on \$35 a week*.

B.

Envelope postmarked—New York, N. Y. Sta H
Jun 17—11 PM 1931.

(30)

040

EXHIBIT P-20.

Box 392
 Buzzards Bay
 Mass.
 July 8, 1931.

Dear Ferd.

Please send mail to the above address. We haven't any phone.

You know very well that we cannot get along on \$35 a week anywhere — Our trip alone cost over \$30. The children need things every week and *I want you to stop your foolishness and send me a decent amount every week for our rooms and meals and clothes for the children and I will take care of their needs myself. I am not a thief* and I have always given them what they need. 10

What you in your heart think is best, you should send—I leave it to you—

It is impossible to find decent rooms and give the children enough to eat with \$35 a week and you know it. 20

Please do not send checks to me—Send currency by registered mail as I am not known here & do not care to open an account. If you wish a receipt every week I can send you one.

Elinor received the \$10 you sent her. Some day you will realize how much you are harming the children by sending them money for their clothes & allowance. You can never expect blessings when you do such things. 30

Billy needs new sneakers, pants, stockings, etc.

You gave him money for sneakers and you see what happens. They are *too small* and hurt his feet. His toe is infected again! Neither you nor the children know how to buy clothes for them and I kuess you have found that out many times during the past winter!

B.

40

EXHIBIT P-21.

322 Central Pk. W.
New York, N. Y.
November 10, 1931—

Dear Ferd:

10 Enclosed is a list of things Elinor and Billy need. *Please send me a check* as soon as possible.

B.

20

3.85	Hat
2.	Gl.
2.	sox
2.	books
1.	Pants
2.	Shoes

12.

2.50 Shorts
2.50 P. Coat

5.

30 (Pencil notation in petitioner's handwriting)

40

*Exhibit P-21.**Billy*

\$35. Suit (for best)
 5.00 Hat
 3.00 gloves
 3.00 socks
 .70 haircut
 7.00 Guitar lessons & music 10
 2.00 Copy books, pads, pencils, & paper.
 1.00 pants dry cleaned.
 1.00 Tooth paste—comb.
 2.00 Shoes resoled

 \$59.70

3.85 hat
 2. Gl.
 1. sox 5
 .75 sole 20
 .70 cut
 .50 pants

 8.80

Elinor

\$2.50 Shorts (needs more for school)
 2.50 Oct. 15
 6.00 Union suits 6
 4.00 gloves (best) \$4. Oct. 15 30
 1.50 haircut 1. (Pencil notations)
 15.00 dress 15. Oct. 1
 3.00 H. Malted Milk 3.
 3.00 wrist watch repaired

 \$40.00
 also \$15. to have floors etc. washed—

Frigidaire 2.10 Bum refrig.

EXHIBIT P-22.

November 12, 1931

Dear Ferd:

10 In my note the other day, I forgot to tell you that Billy has outgrown his overcoat and needs a new one. He has grown so tall this year, that the coat is too short for him so please send \$50 as I cannot get a nice one for him for less than fifty dollars.

B.



20

P. O. Box 215.
Buzzards Bay,
Mass.

August 3, 1932.

Dear Ferd:

Please send checks to the above address until further notice.

Bill and Elinor are well and we are staying at the same place as we did last summer—

30

Blanche.

Envelope postmarked—Buzzards Bay—Aug. 3
—5-AM 1932 Mass.

40

EXHIBIT P-23.

Dear Ferd:

Enclosed are the Gas \$1.38 Electric light \$8.90 & small bill for repairing radio \$1.90.

I enclose list which has already been sent to you several times. I have taken off the things bought with the \$10 you sent B. & \$10 to E. on Feb. 23rd. 10

Kindly send money to me at once for the things on the list. I have never asked you for anything they don't need & you know it.

Do you think the children can keep on going without the things they actually need?

B.

20

EXHIBIT P-24.

February 24—1932—

Dear Ferd:

Enclosed is the gas bill—\$1.38—

How many things on the list do you think I can buy for Billy & Elinor with the little dab you sent them? It's high time you sent me a *decent* amount so I can get them the things they need. I sent you the list Jan. 12th and here it is Feb. 24th. 30

Elinor also needs \$12 for shoes & night-gowns.

“Kind and generous” did you say? I think you'd better look those words up in the dictionary, for you evidently don't know their meaning. 40

Exhibit P-24.

When were you ever "kind & generous" with your wife and children? The only ones you are generous with are your people and your "sweeties"—

I've always been blamed by you for every d—think but you have brought this upon yourself.

10 The children don't want to write to you. They don't even want to see you. I have never told them not to write. The only thing I have done is that I have kept your daughter from going down to your office because she has wanted to go down & beat you up. I did not want her to go down there and make such a scene as that because if you have to be beaten to a jelly, I shall do that myself.

20 As soon as I can get you to Court, I shall do so & the children are very anxious to go to Court & tell the judge what you have done.

I shall bring the rent bills & I shall tell the Court I am not allowed to go to any drug store & charge one thing if the children are sick—I must wait until my little check comes & take it out of what little you send us for food.

30 I When I get through telling my story to the Judge, I am very sure you won't even have half a leg to stand on—

B.

40

EXHIBIT P-25.

322 Central Park, West—
New York, N. Y.
February 16—1932—

Dear Ferd,

Kindly send my check every week on Saturday, so that I will receive it in the *first mail Monday morning*.

You not only do not send enough for our food, but you are not sending me enough to buy what the children need in the way of clothes.

In Dec. you only sent \$15. for a dress for Elinor & \$30. for a coat for Billy & \$2. for gloves. In January you had almost \$1000—you didn't pay the rent and yet you had the nerve to write Billy that you couldn't even buy him a suit.

After writing you a second time, you finally sent \$30. for a suit & hat & Billy had to take money out of his bank account to pay for a decent coat & suit because you did not send enough. Oh, yes—you love the children dearly? Now you send me money *at once* for their clothes which I told you they needed—I sent the list Jan. 12th and here it is Feb. 16th.

Billy and Elinor will tell anyone in the world that I have never influenced them not to write to you if they wished to, but they are at the age where they can see how rotten you have been to me, and they love their mother and they do not care to write until you make up your mind to be fair with the three of us—

Who put this awful condition on to the children? Who walked out and who was the one who broke up the home,—did I?

I realize that I am wasting my time in writing one word because you have always been the coward you are to-day, and blamed me for

10

20

30

40

Exhibit P-25.

everything that has happened that isn't just right. I wonder what you will do some day when you haven't me to blame for everything!

10 I have never asked the children not to write. I have never told them not to see you. It is all up to them, but I am very happy to see that they have enough real stuff in them from their mother to see and know right from wrong.

20 They know what you have done and they know how awfully hard I've had to fight for them or they wouldn't have clothes on their little bodies. That they have the right understanding and that they have something born in them from their mother that is justice, is truly wonderful—They never did inherit anything else but good from their mother, and I am very happy that the children I have suffered for, have been born with their mother's nature to know and feel, when justice is done.

You ought to be ashamed of yourself, to write such letters to me and accuse me of the rotten things you yourself have done—Please give my children credit for having a little good reasoning. They are able to see what you have done and are very willing to tell of your wrongdoing anywhere, in any court in the country.

30 The sooner you make up your mind to be fair with the three of us, that much sooner will the children appreciate it.

You were the one who walked away from the children—I didn't—and why should you expect them to run after you?

40 Do you think you did a wonderful thing to have two wonderful children? Elinor and Billy are lovely because they inherit that from their mother and the way she has brought them up.

B.

EXHIBIT P-26.

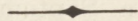
322 Central Pk. W—
 New York, N. Y.
 Feb. 9, 1932—

Dear Ferd:

Do you think the children and I can live on
 air? Kindly send me check at once— 10

If you haven't your check book with you,
 Frank Brewer can send you some checks &
 Mrs. Madison can mail the check to me, so
 there isn't any excuse for your not sending
 it at once—

B.



20

EXHIBIT P-27.

Dear Ferd:

The idea of you only sending \$6 for Elinor's
 clothes and nothing for Billy! You should be
 thoroughly ashamed of yourself!

As I am the guardian of Billy and Elinor,
 and always have had entire care & responsi-
 bility of them. I have a right to tell you what
 they need. I have always bought their clothes
 ever since they were born, and it stands to rea-
 son that I know how to buy their clothes, and
 know what they need and you don't. You don't
 know how to buy Billy's clothes and you cer-
 tainly proved that last winter, so don't be so
 foolish, and if you don't want people to think
 you are an old women, then don't act like one. 30

You sent \$15 for a dress for Elinor in your
 check *Sept. 30th* and she needs another for 40

Exhibit P-27.

10 school—She has grown so tall that she has out-
 grown many of her things, and one new dress
 is not enough for her. You only sent \$5 for a
 petticoat & you should have sent \$10 as I could
 only get one silk petticoat for her & she needs
 cotton ones for school—also more shorts for
 school as I wrote you—Four dollars was not
 20 enough for gloves as she needs more than one
 warm pair & therefore send \$4 more & \$.50 more
 for haircut. As you are not supporting me
 properly & are not sending me anything for
 clothes & personal expenses, you can at least
 send what the children need & not try & cut
 down on their clothes all the time in order that
 your “sweetie” may have more—that’s love
 for your children, isn’t it? You had nearly a
 Thousand dollars in September & no rent to
 pay. You haven’t sent anything for the chil-
 dren since Oct. 16th & yet you couldn’t send me
 \$5 last week for the laundry! It is very plain
 to be seen where most of your money goes!

As you have never paid to have this place
 cleaned, the least you can do is to send \$15 to
 have floors etc. washed and if you don’t send
 me a check *at once* for the children’s clothes
 etc., I’ll charge them & send you the bill.

30

B.

40

EXHIBIT P-28.

322 Central Park, West.
New York City.
January 27, 1932.

Dear Ferd:—

Billy's suit cost \$33. and his hat \$5.—you only sent \$30. You ought to know better than to think that a big boy like Billy could get a \$20. or \$22. suit that would last or look like anything. He is hard on his clothes just like his father. I did try and get a \$3. hat for Billy but couldn't find any that fitted or looked well on him, so I had to pay \$5.—

10

Billy's feet are too sensitive to wear Woolworth's socks and he can't wear Regal shoes, either, for they hurt his feet.

20

Please send the money as soon as possible for the things on the list which I sent you Jan. 12th. Some of the things I've written you for since Nov. 10th. The children are growing all the time, remember, and have to have things they need.

B.

Envelope postmarked: "Hackensack, N. J. 2
Jan 26 12-M 1932."

30

40

EXHIBIT P-29.

January 14—1932.

Dear Ferd:

Billy has got to have a new suit right away. He could not wear last year's overcoat as he told you, so I had to get him a new one—

10 He has worn the only suit he has all last spring, summer and every day since school opened and it is shabby looking. Most of the boys have at least two suits and when this grey one falls off of Billy—he will have to go to bed!

He has worn his hat a lot and it is too tight for him and he needs a new one—

B.

20

EXHIBIT P-30.

322 Central Park, West.
New York, N. Y.
December 16, 1931—

Dear Ferd:

30 Please let me know if you intend to return the dividend check which The Mutual Life Ins. Co. sends you January 1st. Will the check be the same amount as last January—\$61.75?

The interest on money which you borrowed is due this month, I believe, but you have usually asked them to wait until you return their check. Jan. 1st—

B.

40

EXHIBIT P-31.

Dear Ferd:

Elinor's fur coat is too short for her to wear anymore and as I find that it will cost a lot to have a piece put on the bottom etc—, she will need a new coat for best, so please send me \$35—

Billy needs a rain coat as the one he has is too short for him—I think this one was \$10—

We also need new sheets, bath towels, bath mats. Please send \$20 for them & also the money for the floors I wrote you about—

You have not sent everything on Elinor's list, as you wrote Billy—for she needs *more* gloves & *more* petticoats & her wrist watch repaired—Billy spent his own money for Guitar lessons & music.

I wrote you some time ago about Billy's coat, and I want to know what you are going to do about B's & E's coats. If I don't hear from you by return mail, I am coming down there and I won't be responsible for what I will do to you—

B.

Envelope postmarked: "New York, N. Y. Sta
H Dec 1 11—PM 1931"

10

20

30

40

EXHIBIT P-32.

Friday.

Dear Ferd:

10 This makes the third time I have written you to send me money for the children's clothes which they need badly—They are growing all the time and need clothes and you know it, so please send a check covering the amount on the list I sent you at once—

B.

Envelope postmarked: "New York, N. Y. Sta
H Nov 27 4 30 PM 1931"

20

EXHIBIT P-33.

51 Madison Ave.
New York.

April 13, 1931.

Dear Blanche:

30 Because of your refusal to use any part of my check for the children, and my belief that the portion spent on the table is small, I am enclosing a check for \$35. for the table and your personal needs, & I will, until further notice, send a similar amount each week. I will also provide the children with whatever else they need if they will make their wants known to me, & I will pay the rent, light, & a reasonable laundry bill, until the apartment is disposed of.

Ferd

40

EXHIBIT P-34.

51 Madison Ave.
New York.
Dec. 2, 1931.

Dear Blanche:

I have your letter of Dec. 1st. I want to get for the children everything they need but I intend to be the judge of what they need. I have talked to Billy about his last winter's overcoat & his new suit. He says he can wear the coat but that it is now short for him. It was a \$37 coat & of course is in good condition. His suit was new in June & has two pair of trousers. Elinor's \$36. coat was new in January. They also have raincoats & windbreakers. Prices are much lower now.

10

On Dec. 15th I will send Elinor money for a new dress & will send Billy money for either a suit or coat, whichever he prefers, or else pick it out myself, & I will price them to see what they should cost.

20

If there are matters which you wish to talk over you can arrange to do so with Art King. He says he will see you either at his office or at your apartment, as you prefer, by appointment.

Ferd

30

40

EXHIBIT P-35.

51 Madison Ave.
Jan. 16, 1932.

Dear Blanche—

10 I have your note of the 14th & enclose check
for \$70. to cover your usual allowance of \$35.,
laundry \$5., suit for Billy \$25. & hat \$5. He
can get a fine suit at Rogers Peet for 20, now
or at Wanamakers sale for \$22. & a hat for \$3
at Weber & Heilbroners sale. This leaves \$5.
for him for something else. I wish you could
get it through your head that it does great
harm to the children to drag them into our con-
troversy. The more normal their lives can be,
the better for them. Don't you know that civil-
20 ized people even in a divorce suit, always ar-
range to have the children go back & forth with
out any friction. I think that it is unpardon-
able to have them cut off from their father by
circumstances over which they have no control,
and that you are very unreasonable about it.
Under present circumstances they naturally try
to keep your goodwill by doing what they think
will please you.

Will you voluntarily arrange to have them
meet me occasionally downtown?

30 Will you also arrange that one or the other
of them shall write me every week as to their
health & affairs?

F

EXHIBIT P-35.

51 Madison Ave.
New York
March 16, 1932.

Dear Blanch:

I will for the present increase the children's allowance \$1. each per week & let them pay for little incidentals like haircuts, toothpaste, soda & C. I want them to use their allowance & not put it in the bank. This plan will save them annoyance.

10

I enclose \$30. for Elinor and \$20. for Billy and \$5. for the window cleaners. Billy cannot wear a raincoat this weather & can wear his old one if necessary & get a new one next month.

Prices are way down now, especially at this season. Please have the children's teeth examined if this has not been done this year.

20

F.

EXHIBIT P-36.

51 Madison Ave.
New York
May 23, 1932.

Dear Blanche—

I enclose \$35. for you, \$5. for laundry, \$6 for Billy & \$4. for Elinor.

30

Once more I request that you let me know how the children are & how they get along in school & whether they have seen the dentist. My responsibility for them, which I gladly assume to the best of my power, does not in any way relieve you of your responsibility for them.

F

40

EXHIBIT P-37.

Dear Daddy,

10 I think it's pretty mean the way you treat mother. She has worked hard all winter and she deserves a vacation. You're crazy trying to tell me that I wouldn't like Cape Cod. The last time I was down there I had a swell time. I'm not going to Abnaki or Cedar Beach or any place else in Vermont and if you don't let us go to Buzzards Bay, you will be very sorry.

Bill

P. S. I wrote what I say here myself in case you didn't think so.

20 Envelope attached
1931
Mr. Pease

30

40

EXHIBIT P-38.

Edmund M. McCarthy Sumer B. Stiles
Arthur J. O'Leary Counsel
Ralph O. L. Fay

PHILIP J. DUNN

Counselor at Law

70 Pine Street

New York

10

—
Digby 4-7155

May 27, 1932.

Ferdinand H. Pease, Esq.,
51 Madison Avenue,
New York City.

20

Dear Sir:

Your wife, Blanche Pease, of No. 322 Central Park West, has consulted me in regard to her domestic affairs.

At your convenience, I would like to take this matter up with you, I suggest you telephone me in advance for the purpose of making an appointment.

Very truly yours,

30

Philip J. Dunn

PJD:GAT

40

EXHIBIT P-38.

Dear Daddy

I don't want to go to Cedar Beach Vermont or any other place where I am not happy.

10 In all your letters you say you love me but. I don't see how you have proven that and if it were really true you would let us go where we love to be at the Cape. I am 11 yrs. old and can see a few things for myself. *Mother did not kick you out* you walked out yourself & left us and I shall always stay with my mother because she has been so good to me.

Elinor

Envelope attached

20 1931
Daddy

EXHIBIT P-39.

THIS AGREEMENT, made this 8th day of July 1932, between BLANCHE L. PEASE, first party, FERDINAND H. PEASE, second party, Witnesseth:

30 WHEREAS the parties hereto were duly married October 29, 1912 in the City of New York and the issue of said marriage are a son, William H., now sixteen years of age, and a daughter, Elinor F., now twelve years of age; and

WHEREAS domestic difficulties have arisen between the parties hereto, and they are now living apart from each other; and

40

Exhibit P-39.

WHEREAS the parties desire to compromise such of said differences as relate to financial matters and to make proper provision for the support of the first party and of the said children;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises hereinafter set forth, it is hereby agreed by and between the parties hereto as follows: **10**

1. The second party will pay the rent of the apartment at 322 Central Park West, New York City wherein the first party now lives, until the 30th day of September, 1932, and shall in addition thereto pay to the first party the sum of \$50. per week each and every week during the month of July, August and September, 1932. **20**

2. The first party hereby accepts the payment of such rent and the sum of fifty dollars per week as and for her support and maintenance and that of the children of the parties hereto, for the months of July, August and September, 1932, and further agrees to peaceably vacate said premises before the 30th day of September, 1932. **30**

3. All furniture, furnishings and other articles of personal property now contained in said apartment, except the articles of furniture described in Schedule "A" hereto annexed, shall belong to and become the exclusive property of the first party upon the execution of this agreement. The articles of furniture described in Schedule "A" hereto attached shall, upon the execution hereof, belong to and become **40**

Exhibit P-39.

the exclusive property of the second party. The said second party agrees to remove such furniture from the apartment prior to September 30, 1932, and the first party consents to such removal and agrees to afford the second party, or his agents, access to the premises to permit such removal.

10

4. From and after October 1, 1932, the second party agrees to pay to the first party, and for her support and maintenance, and the support and maintenance of the two children of the parties hereto, the sum of Five Thousand Dollars (\$5000.) per annum payable in twenty-four equal semi-monthly instalments in advance, beginning on the first day of October, 1932, and continuing on the first and fifteenth days of each and every month thereafter.

20

5. The first party hereby accepts the said payments for her support and maintenance, and agrees to apply a sufficient amount thereof to the proper support, maintenance and education of the two children of the parties hereto above named during such portion of the minority of each of them as said children continue to reside with her. Such obligation of the first party shall also continue, during the minority of such children, while they or either of them are in attendance and residing at a school or college of the choice and selection of the first party.

30

6. The first party agrees that so long as the second party shall continue to make the payments herein provided for, the first party will not make any purchases or incur any obligations upon the credit of the second party, or

40

Exhibit P-39.

which he shall be obligated to pay. In case the second party is obligated to pay any indebtednesses hereafter or heretofore incurred by the first party, the amount of any such payments actually made by the second party shall be deducted from payments thereafter becoming due from him to the first party under the terms of this agreement. 10

7. The children of the parties hereto and each of them shall be free at all times to make his or her own choice as to which of the parents they or either of them will reside with. Wherever said children or either of them reside, each party hereto shall have free access to said children and the right to see them privately at all reasonable times. Each party hereto hereby consents that both of said children may spend at least one month in each calendar year with the other party hereto. 20

8. Should the party of the first part be relieved from the obligation hereby assumed by her to support, maintain and educate the said children of the parties hereto, by reason of the marriage or death of either of them, or by or through any act of the party of the second part or the happening of any other event save only her own wrong or default, the sums payable hereunder by the party of the second part shall not abate or be diminished. 30

9. The first party agrees that at all times during the minority of each child she will cause each such child to reside with her and that she will not reside with, nor permit to reside with her or the said children, during their minority, one Cecil A. Cook or Ellen Cook, his wife, or 40

Exhibit P-39.

10 either of said persons. The first party will keep the second party informed of the residence and place of sojourn of herself and the said children and as to their health. The provision of this paragraph as to the residence of the children with the first party shall not be applicable, however, during such times as either child is at boarding school or college, or in case of their marriage of either child during his or her minority.

10. The first party will immediately notify the second party if either of said children is ill and will immediately procure the attendance of a licensed physician and necessary medical care for such child.

20 11. The first party will accept the payments hereinabove provided for in full of all obligations of the second party to her and said children.

30 12. This agreement shall become null and void upon the death of either of the parties hereto, or the remarriage of the first party. In the event that either party hereto shall fail to faithfully and punctually carry out any of the terms and conditions hereof on his or her part to be performed, the other party hereto may, at his or her option, elect to cancel and abrogate the same by reason of such default.

40 13. Except as herein specifically provided, this agreement shall not affect the rights of either party against the other nor constitute a waiver of any right or cause of action now existing or hereafter accruing in favor of

Exhibit P-39.

either party against the other. In the event of any litigation between the parties hereto affecting their marital status, the provisions of this agreement for the support and maintenance of the party of the first part and of the children of the parties hereto, and for the custody of such children, shall remain in full force and effect and be binding upon the respective parties hereto. 10

—◆—

IN WITNESS WHEREOF, the parties have hereto signed their names and affixed their seals to this agreement, in duplicate, the day and year first above written.

BLANCHE L. PEASE (L. S.) 20

FERDINAND H. PEASE (L. S.)

—◆—

State of New York,
County of New York,—ss.:

On this 8th day of July, 1932, before me personally came BLANCHE L. PEASE, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same. 30

GERTRUDE A. TREBOLD,
Commissioner of Deeds of the City of New York
N. Y. Co. Clerk No. 47,
N. Y. Co. Register No. 197,
Commission expires May 12, 1933. 40

Exhibit P-39.

State of New York,
County of New York,—ss.:

10 On this 8th day of July, 1932, before me personally came FERDINAND H. PEASE, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

MARGARET COAKLEY.

Notary Public, West. Co.,
Cert. filed N. Y. C. Clk's Office No. 295,
N. Y. Co. Reg. Off. No. 3C203,
Commission expires March 30, 1933.

20

SCHEDULE A

Large sofa received from Mrs. F. S. Pease.

B. L. P.
F. H. P.

30 For identification
P-41

40

EXHIBIT P-57.

355 Marlborough Road.
West Palm Beach,
Florida.

Dear Dad,

We were all so busy getting ready to move that we did not have time to think of any thing but pack and go, but we will see you when we return for the summer vacation. We have a wonderful home here and will send you a picture of it soon. 10

Love

Bill

Envelope postmarked: "West Palm Beach, Fla. Sep 28 5-PM 1932" 20

30

40

EXHIBIT D-3.

Glen Ridge, N. J., August 29, 1925. No. 639.

GLEN RIDGE TRUST COMPANY. 55-463.

Pay to the order of Mary H. Pease \$60.00/100
Sixty & 00/100 Dollars.

BLANCHE L. PEASE.

10 *Endorsed:*

“Mary H. Pease”.

and deposited in Howard National Bank,
Burlington, Vt.

EXHIBIT D-4.

Glen Ridge, N. J., August 4, 1925. No. 624.

GLEN RIDGE TRUST COMPANY. 55-463.

20 Pay to the order of Mary H. Pease \$56.00/100
Fifty-six & No/100 Dollars.

BLANCHE L. PEASE.

Endorsed:

“Mary H. Pease.”

and deposited in Howard National Bank,
Burlington, Vt.

EXHIBIT D-5.

30 I, FERDINAND H. PEASE, of the City of Mont-
clair, New Jersey, hereby revoking all other
wills heretofore by me made, do make this as
and for my Last Will and Testament:

First: I direct my executor hereinafter
named to pay all my just debts, funeral and
testamentary expenses.

40 *Second:* All the rest, residue and remainder
of my property, real and personal, of every

Exhibit D-5.

kind, nature and description and wheresoever situate, I give, devise and bequeath to my wife, BLANCHE L. PEASE, to be her property absolutely and forever. I make this provision to the exclusion of my son, WILLIAM H. PEASE, and my daughter, ELINOR F. PEASE, and any other issue of mine that may survive me, believing that their interests will be best cared for if my wife take all my property absolutely. 10

FINALLY: I hereby nominate, constitute and appoint my said wife, BLANCHE L. PEASE, the sole executrix of this my Last Will and Testament; and I direct that no bond or other security be required of her in any jurisdiction.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of July, One thousand nine hundred and twenty-five. 20

FERDINAND H. PEASE (Seal).

WITNESSES:

Graves Server residing at Glen Ridge, N. J.
John J. Kavanaugh residing at Glen Ridge, N. J.
Frank T. Hane residing at Caldwell, N. J.

The foregoing instrument was on the sixth day of July, 1925, signed, sealed, published and declared by the testator, FERDINAND H. PEASE, as, for and to be his Last Will and Testament, in our presence, who, at his request and in his presence and in the presence of each other, thereupon subscribed our names as witnesses thereto. 30

GRAVES SERVER.

JOHN J. KAVANAUGH.

FRANK T. HANE. 40

CONCLUSIONS OF ADVISORY MASTER.

Filed November 13th, 1934.

IN CHANCERY OF NEW JERSEY.

#97-672.

10

Between:

FERDINAND H. PEASE,
Petitioner,

and

BLANCHE L. PEASE,
Defendant.

*On Petition
for Divorce.*

20

OSBORN, CORNISH & SCHECK,
Solicitors of Petitioner.

WILLIAM C. KRONMEYER, Esq.

Solicitor of Defendant.

Francis Child, A. M.

30

The parties to this suit were married on October 29th, 1912, and lived together as man and wife until the month of February 1930. They lived under the same roof until on or about October 11th, 1930, when the petitioning husband left the apartment the parties had been occupying in the City of New York and moved to Montclair, New Jersey, where he has since resided. The desertion alleged is alleged to have arisen either in February, 1930, or in October 1930.

40

It becomes necessary in deciding this case to review the married life of these parties from about the year 1919, when they moved to Mont-

Conclusions of Advisory Master.

clair, and at which place they lived together until the year 1928, when they moved to the City of New York under circumstances hereafter referred to.

In the year 1921, the husband, who is an attorney and counsellor-at-law of the State of New York, undertook to start the practice of law on his own account, and formed a law partnership, the existence of which was short and unprofitable, and resulted in its being dissolved after about one year.

10

In the month of February, 1923, the petitioner obtained employment in the legal department of a large insurance company, at a substantial salary. At the time the petitioner obtained this position, he was in debt, having borrowed about \$5,000.00, which amount had been used in supporting the family during the time the petitioner was engaged in the practice of law on his own account.

20

In the year 1922, while the parties were in camp in Vermont, there was a serious quarrel between them. The defendant wife had charged the petitioner with having committed adultery with an employee of his law firm. This the petitioner denied, but admitting having paid attention to this employee.

30

After the dissolution of his law partnership, the debts that he had incurred during the partnership he was paying off in installments, and during this time he was also carrying a considerable amount of life insurance. The payment of his debts and insurance premiums took a substantial part of the salary of \$8,400, which the petitioning husband was then receiving from his employer. Thereafter the defendant charged the petitioner with spending

40

Conclusions of Advisory Master.

his money on women, and finally, the petitioner, in the mistaken belief that he would have a more peaceful life, turned over his entire salary to the defendant and placed himself in the humiliating position of having to ask the defendant for small sums which she doled out as she saw fit.

10 In 1926 the petitioner's salary was increased to \$1100.00 a year. His debts were practically paid off, and he was living under the very moderate rental of \$100.00 a month. No servant was employed, and the only other fixed charges were life insurance premiums of slightly less than \$100.00 a month, and there was available for ordinary family expenses, about \$8,500.00 a year. At this time the petitioner suggested that
20 a joint bank account be opened. The defendant's reply to this suggestion was her statement that she would not live with the petitioner unless he turned over his entire pay to her.

At this time, the defendant wife had become interested in spiritualism and had apparently come under the complete domination of that cult and a female medium. The husband objected to the defendant's close association with this medium, whose dominating influence over the defendant, was, I am satisfied, one of the
30 causes of the separation that afterwards took place between these parties.

During the summer of 1927, the defendant was at this medium's house at the seashore. Petitioner received several letters from the defendant, written during the summer of 1927. These letters lacked all evidence of affection, referred to the fact that the petitioner who was then living alone, should be able to procure
40 his meals in the City of New York for \$15 a

Conclusions of Advisory Master.

week, and also instructed him not to send her any more flowers, which he had evidently sent to her on her birthday.

In the month of November, 1927, the defendant wife announced to the petitioner that the family was going to move away from Montclair, New Jersey, where they had been residing since the year 1919. The petitioner objected to leaving Montclair, and a quarrel took place between the parties. During this quarrel the defendant threatened that if the petitioner did not leave Montclair, that she would write a letter to the petitioner's father and to the minister of the church which petitioner attended, threatening to expose the way the petitioner was treating his family. After this quarrel the petitioner rebelled against the humiliating position he was in financially, and stated that he would from then on manage his own financial affairs. He deposited his pay check, November 15th, 1927, to his own account in the bank. The defendant made good the threat she had made, and on November 19th, 1927, wrote the following vicious and wanton letter to the father of the petitioner:

"92 Willowdale Ave.,
Montclair, N. J.

Dear Dad:

For *five years* I have kept silent about the real cause of the trouble between Ferd and me, but now I feel that you ought to know the *real truth* which he has never told you. He has lied to you about everything as he has to me for many years—Not only that but he puts himself on a very low plane by trying to belittle me before everyone, telling

Conclusions of Advisory Master.

10 everyone at his church, all the neighbors and people here and everywhere else—also my parents as well as his that *Spiritualism* is the cause of the trouble between us—The real *Truth* is that *five years five years ago* up at Cedar Beach—the summer he had the mumps and I was so ill—he confessed to *me his infatuation for his stenographer!!* She was working at Hunt, Hill & Betz the time he was there and he and Pit Mason *hired this same stenographer* to go with them when they opened their office together—so you see how long this affair had been going on! It was a *Terrible shock* to me, as you can imagine, and you know the result—he made me lose my baby!

20 Naturally I was a changed woman from that moment. I had always respected and trusted Ferd but my eyes were opened wide and I realized that I could *never* trust him again.

30 You know I have always been a good wife to Ferd. I have never cared to run around with other men and I have *never* neglected my children. I have done everything in my power to help Ferd in every way when he was so hard up and have ever since I married him.

I have never told a soul about this not even my own parents. What he has made me suffer, no one knows.

40 Awhile ago you wrote him—for my benefit—that “ten weeks was a long time to be homeless” but let me tell you that *ten months* is a h— of a long time to live with *your son!*

Conclusions of Advisory Master.

I don't see that you all even want him in your home for even a week unless he hands you out a lot of money—That is how much you all care for him!

When Ferd married me, he took upon himself a responsibility and it is his duty to support the children and me and *educate* his children. Every year I have been married, he has sent you money and let his wife and children go without. That is true love—isn't it? He doesn't know the meaning of the word "Love."— 10

Why you should expect your children to hand over money to you when you have much more money in the bank than we have and a great deal of property besides—I fail to see—

You knew Ferd and I had very little to live on when we were first married and for many years afterward and yet you kept on writing and expecting him to hand out money to you even when I was in the hospital—When we were hard up and when he landed a \$7,000 *debt* on my shoulders, I didn't notice any offer from you to help us out! 20

God gave you all a wonderful opportunity in giving you so much money years ago and if you had taken care of it the way you should have you would have been the wealthiest people in Vermont today. 30

I finished paying Ferd's debt only last year and now I am trying my best to save enough to educate the children. If I don't who is going to? Certainly not you or anyone else—and I don't intend 40

Conclusions of Advisory Master.

to have Ferd hand it out to you when you don't need it. If he continues to do it, I shall leave him and never go back to him for I have stood all I am going to from him. If he behaves himself I will live with him for the children's sake and that is all—

10

He has done everything he could to try and crush my Truth in every way possible but I want you to know that *if it weren't for my Truth, I wouldn't be living with your son Today—!!*

20

Everyone has a right to develop their own soul the way they choose— I have never interfered with his religion (?) and I do not intend that he or anyone else shall interfere with my Truth which is very sacred to me. If I told you all the mean, contemptible things he has done to me, you would see things with different eyes— Maybe— Someday you will and then I am sure that you won't have such a good opinion of your son.

Blanche.”

30

The petitioner continued to manage his own affairs and deposited his pay checks to his own account until the end of December 1927, when the defendant again threatened to leave him unless he turned over all of his money to her. He agreed to do this, and the defendant's domination of the petitioner again became supreme.

40

In June 1928, the defendant without consulting the petitioner, announced that the family was to live in New York City in an apartment, the rent of which was \$4,000 a year, which represented an increase of \$2,800 a year over the

Conclusions of Advisory Master.

rent then being paid in Montclair, and in excess of one-third of the petitioner's salary, which was at that time \$11,500 a year.

After some bullying by the defendant, and upon her promise that the petitioner might have the privilege of visiting his children that summer at Cape Cod, the petitioner again yielded to the demands of the defendant and signed a lease for the New York apartment. This apartment had been in the occupancy of the spiritualist medium who was apparently desirous of getting rid of the unexpired term of lease.

10

The defendant in many of her letters, and on the stand, indicated that she desired to live economically. Her ideas of economy were unusual, as were her ideas of the petitioner's alleged extravagances about which she frequently wrote; keeping no servant, the defendant was living in a \$4,000 a year apartment which she insisted upon renting.

20

Her letters, many of which were offered in evidence, are most amazing in affrontery and clearly show that the only interest that she had in the petitioner was how much work and money she could get out of him and how much she could humiliate and browbeat him. His toleration of the treatment he received can only be attributed to what psychologists term "an inferiority complex."

30

The defendant's attitude toward the petitioner can be clearly gathered by a reading of excerpts from her letters to him, exhibits P-7, P-8, P-9 and P-10.

"Dear Ferd:

Enclosed is a check for you, also Julia's. Don't ever again borrow any

40

Conclusions of Advisory Master.

money from anyone, because if you do I won't pay them. I will pay your church bill up to end of July but you will have to notify them that they need not expect anymore from us. Do not send me anymore bills from Montclair because I do not intend to pay them.***

10

Thanks 'muchly' for polishing and-irons etc. I know everything will look lovely in our new apartment.**

Well, — be good—

Love from Elinor & me—

Blanche—”

“Dear Ferd::

20

As I have already told you many times, Mrs. Cook wants us to have Sept. Oct. & Nov. rent free, so we don't have to pay rent until December 1st.

Love from us both—

As ever—

B.”

“Dear Ferd:

30

It just shows what a lot of respect you have for my judgement when you go and phone the apartment house and ask a lot of questions you have no business to ask. In the first place you are not paying rent until *Oct. 1st* and it is only through the kindness of Mrs. Cook that we can move in before that date. She knows it will be much easier for me to move before Billy comes home or before

40

Conclusions of Advisory Master.

school begins and if it weren't for me, she would not be moving out until October. The Superintendent has 45 apartments to take care of and he is too busy a man to have you phoning all the time and bothering him about things that do not concern you. I know what I want done in the apartment and I am perfectly capable of managing things myself and I don't care to have you butt in in any way. I don't interfere with your work and your office and if you will just attend to your affaires you'll be better off in the end. The idea of you making such a nuisance of yourself phoning Mr. Burns and the Apartment house the way you have— You just ought to be ashamed of yourself and if you don't stop butting in, you are going to get yourself terribly disliked before you even move in.***

10

I enclose check for \$10 which ought to be enough until Thursday.

20

As Ever.

Blanche."

"Dear Ferd:

30

****Now I have a little job for you for Wednesday night. Dust all the furniture and the floors in all the rooms! Now don't just skim over it but see that you do it as well as I do! I don't like to sleep in a dirty apartment you know!!

Then go down in the laundry room and dust off sleds etc. & rubber boots & artics. I know you'll be thrilled to do all this! Don't go to sleep over it either!

40

Conclusions of Advisory Master.

Please notify the Gas Co— (I think the gas is turned off, isn't it?) to turn off electric light (& gas if they haven't done so already) *Friday, the 31st.*****

As ever,

10

Blanche."

20

During all of this time, the petitioner was turning over his entire salary to the defendant, who grudgingly doled out to him a pitiful weekly amount. In the Spring of the year 1929, the defendant in the presence of her children, charged the petitioner with running around with other women, and when the petitioner remonstrated with her, she threw a glass of water in his face. During the summer of 1929 the defendant refused to permit the petitioner to visit her and their children.

The defendant's desire to dominate the petitioner increased to an amazing extent, and her egotism also increased, as is evidenced by the following excerpts from letters written to her husband in the summer of 1929.

30

**** I must be at the Court in Boston at 10 o'clock Thursday. I hope they all get a good shock when they see me!! You can bet your life that I shall tell the Judge a few things too, and before I get through they'll wish they'd never published any citation. When I make up my mind to do anything, I do not stop until it is done. I am not afraid of anyone when I know I am in the right.

40

I hope you received my check (50) today & that you'll be able to get a lower

Conclusions of Advisory Master.

berth Friday night all right. I'll send my next to Cedar Beach.*****"

"Dear Ferd:

Thank you so much for your letter and the two books for my birthday.

While I think Conan Doyle is a very earnest worker, I do not think he can teach me anything for I consider my knowledge of spiritualism way beyond his.*** 10

No, I didn't have any lawyer in Boston. I did not need one to tell the Truth for me for I knew I could do that myself.*****

I enclose check for this week.

Love from Elinor and me. 20

As ever, B."

The petitioner testified that there had been no sexual intercourse between him and the defendant since February, 1930; that the defendant in April 1930 told him that she had been pregnant since October 1929, and had had an operation to relieve that condition. Upon the petitioner's demanding details as to the operation, and upon the defendant refusing to give them, the petitioner again asserted his right to run his own financial affairs which he handled until the month of June, 1930, when by reason of threats to make trouble for the petitioner with his employer, he again turned over to her his entire pay. Following this, she refused to get his meals and withdrew from all contact with the petitioner, except upon such occasions when it pleased her to revile him in front of his children. 30 40

Conclusions of Advisory Master.

10 On July 1st, 1930, the defendant left the city of New York to spend the summer at Cape Cod with her children and forbid the petitioner to come there. Her attitude at this time toward the petitioner is clearly shown by the following excerpts from a letter, Exhibit P-14, written on August 18th, 1930. Prior to August 18th, 1930, the petitioner had written a letter to the defendant and the defendant was apparently replying to this letter in her letter of August 18th.

“Dear Ferd:

Your registered letter reached me safely with currency enclosed for which I thank you.

20 Now in regard to what you say about how hard you try to please me and “how much you subordinate your personal wishes to mine in all our plans”, let me tell you that I think you are crazy if you think for one moment that you can cram any such rot down my throat. I know you too well and have lived with you too many years and never in all the years I have been married to you has my happiness concerned you in the least.

30 If it had. You never would have handed out all the money you did to your parents—even when I was in the hospital—and let Billy, Elinor and me go without proper food, clothing, etc.—

No doubt you were trying to please me when you were immoral with other women & were handing out money to them too!

40 For many years I did nothing but slave and work myself to the bone for you and

Conclusions of Advisory Master.

your people & so-called friends and what thanks did I get? *Just insults!* I know darn well you'd be just tickled to death if I'd continue to slave and cook my head off your d—— bunch. That's how much you *consider me* and my happiness! But I won't be a tool for you or cheapen myself for you or anyone else. How long do you think your little salary would last if you tried to entertain Mr. King-
sley's son, Mr. & Mrs. Cook & many others in your company & if you did all you are crazy to do for them, what good would it do you? They'd just laugh at you & think a darn sight less of you than they do now.

10

As for Roy Lincoln, you must remember that his parents left him considerable money which enabled him to do many things you couldn't do. Ever since I married you yours have done nothing but try to see how much they can bleed you. I know darn well you are peeved all the time because you can't hand out as much as you'd like to to them—no matter how much you had, you'd give them *plenty* but you'd *never* save *one cent* for the children & you'd let us go without. That is how much you love (?) the children and me! You could *never* make me believe that you have ever loved the children and me— You don't even know the meaning of the word—*Love*— You are too much of a d— rattle-snake and a hypocrite and all you think about is yourself, your people, your so-called friends—your bills. Your wife and children &

20

30

40

Conclusions of Advisory Master.

their happiness & welfare do not concern you in the least.

10 Look how you have lied about me & talked behind my back to every Tom, Dick & Harry, & how you have tried to humiliate me every chance you get. And even go so far as to try & get the boys in the Lobby to spy on me! You old cheap skate! Don't you suppose they all see through you, even your so-called friends? They know I have never done anything wrong, and they also know I have never said one word to them about you or my personal affairs— I wouldn't put myself on such a cheap plane as you do for I know it would never bring me any blessings if I did. Furthermore, not one of them care a fig about you except what they can get out of you and I guess Florence and Roy have realized more than ever lately that no one cares about them either now that they are down and out & living in one room in the attic. When you were in the same boat, did your people and friends stand by you & offer to help you? Not much! Your wife—whom you had always illtreated was the only one who did—and you know it!!

30 You know as well as I how I did my best to push you ahead in every law office you've been in and I can tell you that if it were not for my faith in God and my Loved Ones in the Spirit World and my prayers, you wouldn't be holding the job you have today.

40 You ought to have at least \$15,000 a year & you would have that much if you

Conclusions of Advisory Master.

did not act so weak & mushy around Cooke. He doesn't give a darn about your getting ahead. He's as jealous of you & everyone & is doing his best to hold you back. If you'd talk up to him the way I told you to do and let him know that if he doesn't intend doing anything about a raise for you that you'd go over his head, he'd soon take notice & get busy.

10

As he is now, he just feels he has you under his thumb—you can't slobber over that man & expect to get ahead. You could entertain him every night in the week and his wife too, but they'd think less & less of you for doing it. (And do you ever give me credit for knowing refined people when I see them?) As for my friends, have you ever tried to act like a gentlemen & be courteous to anyone I have ever cared for? Have you been happy to have them in my home? *No you never have not one of them!* You have done nothing but insult them right & left & tell me how you hate them. That too shows how much you love (?) me and how much you care about my happiness. What have they ever done to you to make you feel the way you do toward them?

20

30

Have you ever appreciated the fact that Elinor and I could spend so many wonderful summers here in this beautiful home with such refined people? No, you never have—you'd rather have us stay in some buggy little rooms elsewhere. That's how much you care for either of us and you'd like to come and spend your

40

Conclusions of Advisory Master.

vacation & gossip with hotel managers, servants & what nots— What a grand, restful, happy vacation that would be!

I am trying my utmost to save every penny I can to educate the children and I shall always do my best by them as I have always done in the past.

10

As long as you are so unhappy about everything I do, why do you live with me? I am not asking you to remain under the same roof with me as long as you feel the way you do about everything. I am perfectly willing at any time for you to give me one check and you take the other— then you may live the life you wish to anywhere you choose and I will do the same. The children can choose between us and if they wish to go with you, that is up to them. I have done my best by them and you—too, and I am very sure nine women out of ten would have left you years ago if you had treated them the way you have me.

20

You say “we only have one life to live and that is short”. If that is what your church teaches you and you wish to believe that way, that is up to you. My truth has taught me that we live many lives and that we begin “Over There” just where we leave off here—Therefore, it is up to each one of us to progress here as much as we can and that is what I am endeavoring to do, regardless of what you may say or think.

30

I am very glad your letter has given me the opportunity to write you just how I feel about things and I am sure that

40

Conclusions of Advisory Master.

God does not blame me for feeling the way I do because he knows I have tried to be faithful all these years and have done my best—

B.”

In this letter she invites, if she does not demand a separation. Petitioner answered this letter, stating among other things that he would take charge of his own financial affairs and asked when the defendant intended to return to New York.

10

Upon petitioner's return from a vacation on September 2nd, 1930, he received a letter written by the defendant, excerpts from which are as follows:

“Dear Ferd:

20

Billy asked me if he might spend next week-end at Cedar Beach and I wrote him to do as he wished about it. * * *

You'd better phone the *French Window Cleaning Co.* as soon as you receive this & have them send *Martin*, if possible to wash all the windows (except the one in the store room)—12 in all. They ask 25c each. Have him empty water in your bathroom so that he won't mess up two— Give him newspaper to put under his pail & ask him to be careful. I should think next Saturday would be a good time or some evening after you get home before it is dark. They take about 1 hr. & a half or two to do them.

30

I enclose your check & enough to cover for washing windows & errands at stores.

Please take Bill's sheets & Pillow case—

40

Conclusions of Advisory Master.

10 also towels in both bathroom & mat to laundry as soon as possible. Try & clean up the apartment *good* Labor Day night & dust & mop better than you did last year please—There are plenty of dusters in the second drawer in the kitchen & don't expect to do a good job with just 2 dusters! I use at least 10.

If Billy should come home on the 29th—he can help you and be sure and scrub up kitchen & bathrooms *good*. * * * Please also wash off top of refrigerator & the shelf in pantry & kitchen. * * *
Elinor is fine.

As Ever,

B.

20

Don't forget to dust under the radiators."

30 This letter is so extraordinary in its arrogance as to be almost unbelievable. She directs the petitioner to do the most menial housework in an apartment which she caused him to rent at \$4,000 a year. Doubtless she believed that he would again supinely yield as he had on previous occasions. In this she was mistaken; "the worm had turned", to use the petitioner's own words to the defendant. Following this, she again suggested a divorce and told him he could only eat in his own house if he paid her \$100.00 a week and threatened that unless the petitioner turned over his entire salary to her, she would see that he lost his position. A week or two later, the petitioner informed the defendant that he intended to sub-let the New York apartment. This she refused to accede

40

Conclusions of Advisory Master.

to and stated that she would not live in Montclair as the petitioner had suggested. He again asked her to go to that town, and after engaging rooms there, the defendant refused to go, saying, "Let our lawyers discuss that." The petitioner thereupon moved to Montclair, New Jersey, on October 11th, 1930.

Previous to October 11th, 1930, the petitioner had consulted a mutual friend, Mr. King, who had a conference with the defendant, with the idea of effecting a reconciliation. His efforts were rebuffed and he was told by the defendant that she would inform the petitioner's employers of the difficulties existing between them and that she did not care whether he lost his job or not, and stated that all she wanted was one half of the petitioner's income.

From October 11th, 1930 and down to July 8th, 1932, the petitioner contributed to the support of his wife and children the sum of \$35.00 a week, for their food, and also paid the rent of an expensive apartment in New York and incidental expenses for clothing, etc. During the period between October 11th, 1930 and July 8th, 1932, the defendant wife wrote numerous letters to the petitioner, in which she berated him and on one or more occasions went to the petitioner's place of employment and interviewed his employers.

On July 8th, 1932, in consequence of the disturbances which the defendant was making, and in an endeavor to buy his peace, the petitioner executed an agreement whereby he agreed to pay to the defendant in this case, the sum of \$5,000.00 a year for her support and for the support of the children of the marriage.

The whole conduct of the defendant prior to

10

20

30

40

Conclusions of Advisory Master.

the execution of this agreement and even down to and including the trial, indicated that it was her desire to villify and defame the petitioner. She charged him with the theft of \$10,000.00 worth of Liberty bonds from her; with having a venereal disease on two different occasions; neither of these charges were in the slightest degree corroborated. On the witness stand the petitioner repeated these vile and I believe untrue statements. It is significant that in the letter which she wrote to the petitioner's father in the year 1927, and in which she poured forth apparently all the grievances that she had against the petitioner, she mentioned neither the venereal diseases nor the fact that he had stolen the Liberty bonds. On the witness stand, the defendant testified that in 1923 the petitioner owed an amount in excess of \$5,000.00 to friends for money borrowed, and that she herself had gotten the money to settle these debts from her own money, and that she had sold bonds in order to do so, and specifically she stated that she had withdrawn \$5,000 in cash on May 11th, 1927, from the Glenridge Trust Company and had used this money to pay some of the persons to whom the petitioner was indebted. She refused to answer questions put to her by this Court, and by her own counsel, in which she was asked the names of the persons that she paid this money to. Her statement that she withdrew this \$5,000.00 in cash was deliberately false; was done with the intention of deceiving the Court. It was proved by an officer of the bank from which the withdrawal was made that the withdrawal was in the form of a certified check and not cash.

It is urged that the petitioner in this case

Conclusions of Advisory Master.

did not make proper efforts to induce his wife to return to him or to go to Montclair and live with him. It is true that the law requires that a deserted husband should make an effort, *bona fide*, to secure his wife's return, unless it be shown that such an effort if it had been made, would be unavailing. I think that in this case, any effort made by the petitioner to induce his wife to return and live with him as his wife, unless it had been accompanied by an offer to turn over his entire earnings to her, would have been futile. The arrogance of this particular defendant was such that nothing would satisfy her except the turning over of this petitioner's entire earnings, and having her completely dominate every action of his life. Such a surrender is not required on the part of either party to a marriage.

10

20

The objection that the petitioner had not provided proper rooms in advance in Montclair, is I am satisfied, a mere excuse offered to defeat, if possible, the petitioner's claim for desertion. It may be that the petitioner might have made more earnest efforts to induce his wife to come to Montclair and live with him, but I am satisfied that no matter what he had offered, she would not have yielded.

30

My conclusion is that the petitioner in this case is entitled to a decree on the ground of desertion. I have already allowed a counsel fee of \$250.00 *pendente lite* in this case, and no further allowance to the defendant will be made. She is in receipt of a sufficient income from the petitioner under the agreement above referred to, to adequately compensate her lawyer.

Dated: June 7th, 1934.

FRANCIS CHILD, A. M. 40

**NEW JERSEY
COURT OF ERRORS AND APPEALS.**

Between:

FERDINAND H. PEASE,

Petitioner-Cross
Defendant,
Respondent,

and

BLANCHE L. PEASE,

Defendant-Cross
Petitioner,
Appellant.

*Action
for Divorce.*

*On Appeal
from the Court
of Chancery.*

**BRIEF ON BEHALF OF
MRS. BLANCHE L. PEASE,
APPELLANT.**

Statement of Facts.

This is an appeal from a decree nisi (p. 17, State of Case) made on the advice of the Hon. Francis Child, Advisory Master, which decreed that the counterclaim of Mrs. Pease, the appellant, be dismissed and that the parties be divorced from the bonds of matrimony, the Advisory Master concluding that the respondent, Mr. Pease, was entitled to a decree on the alleged ground of desertion.

The cause was instituted originally by petition of Mr. Pease, the said respondent, setting forth a cause of action based on an alleged actual desertion. Thereafter an Amended Petition was filed (State of Case, p. 5), setting forth two causes of action, (1) for an alleged actual desertion, and (2) one based on an alleged constructive desertion. To this Amended Petition, Mrs. Pease, the appellant, filed an Answer (p. 19) denying that she was guilty of desertion as alleged in the said Amended Petition but on the contrary that he, respondent, had deserted her, and denying that she was guilty of the acts constituting an alleged constructive desertion, and in said Answer exhibiting against the respondent by way of counterclaims two causes of action, (1) for an actual desertion of Mrs. Pease on the part of her husband, and (2) for a constructive desertion. The respondent filed a Replication and Answer to the said counterclaims (p. 41). The cause was tried before the Hon. Francis Child, Advisory Master, on June 6th and 7th, 1934, and thereafter and on November 13th, 1934, the said Advisory Master filed his Conclusions.

It appears from the proofs in this cause that the parties were married in New York City on October 29th, 1912, (p. 57, State of Case), and lived together as man and wife until on or about October 11th, 1930, when Mr. Pease, the husband, left the apartment of seven large rooms and three baths (p. 128, fol. 40) on Central Park West, New York City, which he, his wife and their two children, William H. Pease and Elinor Pease, had been occupying, to live in one room in a boarding house, at Montclair, N. J.

The apartment on Central Park West which

the respondent left was leased by him two years previous thereto and this lease had two more years to run when he left. His wife and the two children remained in the Central Park West apartment until the expiration of the lease.

His salary was then \$11,500.00 per annum (p. 60, fol. 20), and the rent he paid for the New York apartment was \$4,000. a year (p. 139, fol. 10), and the rent he paid for the room at Montclair, N. J., including breakfasts, was \$10. a week (p. 163, fol. 40), and it was to this place in the rooming house that he, respondent, claims that on the morning he left he requested his wife and two children to go and live. His boy William testified that when his father left he did not have any thought in mind of Mrs. Pease and the two children going along with him (p. 238, fol. 20). Miss Perkins testified as to what took place on that occasion. She said Mr. Pease was angry, the daughter was crying. Mrs. Pease was very nervous, and he Mr. Pease left, slamming the door. (pp. 229, 230). After Mr. Pease left, his boy William went the following week to the boarding house at Montclair and stayed there one night. (p. 237, fol. 10) The boy describes the condition of this boarding house. He said it was filthy, that the bedclothes had the odor of kerosene or some sort of insecticide (p. 237, fol. 30); that the street on which the boarding house was located and the adjoining street was inhabited by Negroes, (p. 238, fol. 10), and that in the morning he found a dead rat in the kitchen (p. 237, fol. 30); and Mrs. Madison, who had this rooming house and who was called as a witness for Mr. Pease (apparently to show his residence in New Jersey) finally admitted that colored people lived in the rear of

the boarding house, this after she testified that she could not remember and then that there were none on her block (p. 162, fol. 10); and further that a Japanese man was not living there at that time (p. 162, fol. 30), although the boy testified that when he was at the boarding house a Japanese man was there (p. 238, fol. 10).

Mrs. Pease on the day Mr. Pease left her and the two children telephoned Mrs. Madison, and she also called at the boarding house the following Monday morning, and she was informed on both occasions that Mr. Pease had engaged but a single room, (p. 198, fol. 10), and Mrs. Madison, a witness for Mr. Pease, testified that he, Mr. Pease, engaged but one room when he went there. (p. 163, fol. 30).

Mrs. Pease testified that on the morning her husband left her he packed his clothes in suitcases and bundles, said you can come *if you want to*, slammed the door and walked out (p. 197, fol. 20). On the morning he left, William, the son, Elinor, the daughter, and a Miss Perkins were there (p. 196, fol. 30), and they all testified substantially to the same effect (p. 237, fol. 10; p. 232, fol. 20; p. 231, fol. 20).

Mrs. Pease testified that during the month previous to the time Mr. Pease left he acted very ugly and disagreeable (p. 196, fol. 30); that there was hardly a night that he did not come home twelve, one and two o'clock (p. 196, fol. 20), would slam the door and wake up the children (p. 196, fol. 10), that on Labor Day, 1930, about a month before he left Mr. Pease came home and that night ordered his wife out of bed and told her that he hated her, to get out of the room and room with Elinor (p. 193, fol. 20), and Mrs. Pease is corroborated as to this by

Elinor, the daughter, (p. 223, fols. 10-30) and by William, the son, (p. 239, fols. 30-40).

After Mrs. Pease left he, Mr. Pease, did not properly provide for his wife and the two children. He was then earning approximately \$900. a month. He paid the rent for the apartment and gave his wife \$35. a week for the support of herself and the two children. She had to write him for clothing and other necessities for the children (Letters June 16, 1931, Exhibit P-19; June 17, Exhibit P-19; July 8, Exhibit P-20; also Exhibits P. 21 to P. 29; inclusive, P. 31, P. 32 and P. 33).

Finally, and on July 8th, 1932, almost two years after Mr. Pease left, an agreement in writing was entered into between the parties. (p. 312). Mr. Pease, the respondent, is a lawyer, and he was also represented by eminent counsel when this agreement was made. This agreement, among other things, provides that Mrs. Pease and the two children should remain at the Central Park West apartment until the termination of the lease; that she have the furniture and other articles in the apartment, with the exception of some of Mr. Pease property, Mr. Pease to have access to the apartment for the removal of his property. (Exhibit P-39, p. 312).

About a week after he left, his boy William went to the rooming house at Montclair, stayed one night, (p. 113, fol. 10), yet nothing was said by Mr. Pease about a reconciliation, the boy called daily at Mr. Pease office, (p. 107, fol. 40) and the testimony does not show that anything was said about a reconciliation, the daughter was sick on one occasion and Mr. Pease called at the apartment and saw his wife there (p. 129, fol. 30), and nothing was said about a reconcilia-

tion, he frequently met the children at their schools, accompanied the daughter to the door of the apartment where Mrs. Pease was living, (p. 130, fol. 10) but he did not at any time enter the apartment to see Mrs. Pease and endeavor to effect a reconciliation.

Moreover, Mr. Pease testified (p. 108, fol. 10) that he did not want to see his children in the presence of their mother. This shows that he had his mind made up not to see his wife. Again, the daughter, told her father to come to the apartment. (p. 130, fol. 10).

A Mr. King, a lawyer, testified. He knew Mr. Pease since 1905; they belonged to the same society, he was Mr. Pease attorney, he had conferences with Mr. Pease New Jersey counsel concerning the preparation of this case for trial (p. 153, fol. 40), he resided in New York and came voluntarily to New Jersey to testify for Mr. Pease without being subpoenaed, (p. 154, fol. 10), yet he consulted with Mrs. Pease when she was not represented by counsel. Again, although stating that he was a friend of Mrs. Pease, he was exceedingly cautious to dictate what Mrs. Pease told him (p. 140, fol. 30), although later on he admitted that he made a mistake in his records (p. 152, fol. 10). The other witness, a Mr. Cook, also a lawyer, an associate of Mr. Pease, both lawyers and both employed by the same Insurance Company, came from New York City to testify. He and Mr. King, both lawyers and both friends of Mr. Pease, had a conversation with Mrs. Pease while she was not represented by counsel.

Since October 11th, 1930, the date Mr. Pease left his wife, Mrs. Pease has had custody of the two children.

From the time the parties were married in 1912 until 1921, Mr. Pease admitted that his wife *was a very loyal and a devoted wife and a good mother to the son* (p. 58). He testified that after the birth of his daughter, he began to take a second place (p. 58). Mrs. Pease denies this, although she testified that Mr. Pease was jealous of his own daughter, and Mr. Pease himself substantiates this.

In 1921 he formed a partnership for the practice of the law. He said that Mrs. Pease objected to his forming this partnership, and from his own testimony it shows that Mrs. Pease was right, for the partnership could hardly meet the overhead expenses and only existed for a brief time. Because of this he was obliged to borrow approximately \$6500. (pp. 58, 59). It is true that Mrs. Pease did not approve of his borrowing this money.

In his amended petition nothing is said about his taking second place when his daughter was born in 1921, but he does say in paragraph "5" of the "Second Cause of Action" that in 1921 Mrs. Pease formed an acquaintance with one Ellen Cook, an alleged spiritualist medium, and that coincidentally with such intimacy with said alleged spiritualist medium Mrs. Pease became estranged from him, yet on cross-examination he admitted that Mrs. Pease did not meet Ellen Cook in 1921 but that she first met her in 1925.

Then again, while the Amended petition repeats alleged threats to go to Mr. Pease employer, the testimony shows that Mrs. Pease had only seen Mr. Cook, his associate, on but three occasions in ten years, the first in a social way, and the other two, as Mr. Cook testified he believed at the suggestion of Mr. Pease, and Mr.

Cook testified that it was Mr. Pease who told him about his domestic troubles before these visits, not Mrs. Pease.

What then was the beginning of the troubles between these parties? It was in July, 1922, while Mr. Pease was at Cedar Beach, Vermont, and while his wife was pregnant, he, Mr. Pease, told his wife about the stenographer in his office, told his wife that he was infatuated with his stenographer and that he had been intimate with her. Mrs. Pease testified that she married Mr. Pease in good faith and thought he was sincere. (pp. 178 and 179, fols. 30-40, 10-20). Mr. Pease admitted that he told his wife when she was pregnant of his *mild* flirtation with his stenographer, that he liked the girl, (p. 59) and finally admitted that he kissed her (pp. 250-251). A few days after Mr. Pease told her this, Mrs. Pease had a hemorrhage which developed into a miscarriage.

He says that he did not know what his wife was doing with the money he gave her. This was when he was earning \$8400, a year (p. 61). He testified that the rent was \$100. a month, or a total of \$1200. for the year, that the insurance premiums amounted to \$1,000., that the family expenses did not exceed at most the sum of \$6,000. a year, but the testimony shows that many times the children were sick requiring medical attention, nothing is said about expenditures for his, his wife's and children's clothing, about moneys expended for going to theatres and movies, although he took his wife every week to the movies, (p. 131, fol. 30), and nothing is said about the moneys expended for his train-fares and expenses to New York to his place of business and return and for his meals; and he

endeavors to convey the impression that his wife was hoarding away sums of money which he gave her. She testified that he said that he would much rather have her handle the checks, that she always seemed to make both ends meet, that she was a great deal better business woman than he was a business man, and that he was perfectly willing for her to have the money and pay the bills (p. 181, fols. 10-20), and Mr. Pease himself admitted under cross-examination that she was thrifty and a good manager.

Again, he testified to two periods during which the parties ceased sexual intercourse, yet during all these times he slept in the same bed with his wife.

The Advisory Master was of the impression that in Mrs. Pease counterclaim she alleged that Mr. Pease was infected with a venereal disease, but such is not the case, the fact is that Mrs. Pease does not allege that, but she does say that Mr. Pease and a Dr. Ringland told her of this. Although he testified that his wife was a loyal and devoted wife and a good mother he told his wife, in the summer of 1922 of his infatuation for his stenographer, his intimacy with her and his kissing her. He promised to discharge this stenographer but he didn't do so.

On Labor Day, 1930, about a month before he deserted his wife and the children, he ordered his wife out of his room and told her that he hated her, to get out of the room and room with Elinor (p. 193, fol. 30), and this is corroborated by the children, and he admitted that in her letters to him she expressed her love for him, she thanked him for what he had done, tells him to have a good time while on his vacation, thanks him for the letters he wrote her and

for the books, he admitted criticizing his wife when she endeavored to teach the children table manners, and although at first he said when his daughter was born, he took second place; and then although he claims that spiritualism was the cause of the troubles he admitted visiting Mrs. Cook's church, the Wm. T. Stead Memorial Centre, of attending a lecture by Conan Doyle, a spiritualist, of Mrs. Cook visiting his home and having dinner while he was there, of visiting her place in Massachusetts, of reading books on spiritualism and of his friendly relations with Mrs. Cook's daughter, and of his taking her to movies and other places; and in practically all of the letters written by Mrs. Pease to her husband which his counsel had admitted in evidence she speaks of Mrs. Cook, yet Mr. Pease, who was very careful about keeping all of his wife's letters failed to produce any letter written by him in which he objected to Mrs. Cook. Mrs. Pease, it is true, was a believer in spiritualism. Mr. Pease knew this when he married her, he knew that her mother was a spiritualist, and while she believed in spiritualism she accompanied her husband to churches of different creeds and denominations, going to Protestant and Catholic churches and to Jewish synagogues, and Mr. Pease admits this. Miss Perkins, an impartial witness, testified that Mr. Pease stopped at Mrs. Cook's home at Cape Cod. (p. 231, fol. 10), and of another occasion when Mrs. Cook took Mr. Pease to the boat. Mrs. Cook, an ordained pastor, testified, that Mr. Pease did not object to Mrs. Pease being friendly with her. (p. 242).

The testimony does not show any acts of violence, or striking of either of the parties,

with the exception of but one instance, where Mr. Pease testified that she threw a glass of water in his face, although he is not corroborated as to this, and to the contrary Mrs. Pease and the two children deny that Mrs. Pease threw a glass of water at him. There was, therefore, no acts of violence proven. Mr. Pease was able at all times to attend his business.

His salary was at intervals raised from \$8400. a year until it was \$11,500., was never reduced while he was living with his wife, and the only time it was reduced was during the depression, and this but for a brief time, for he is now receiving the same salary of \$11,500. per annum plus bonuses.

The Appellant contends:

(1). That the conduct of Mr. Pease previous to October 11, 1930, shows his intention to desert;

(2). That he, Mr. Pease, actually deserted his wife and children while they were living in New York City;

(3). That his actions and what he said on the day he deserted his wife and children show conclusively that he had no intention of having them go with him to the rooming house at Montclair;

(4). That he, respondent, did not select a proper and suitable place for a home for himself, his wife and children, according to his means and their station in life, when he engaged the room in the rooming house at Montclair;

(5). That he did not do what a just and reasonable man would do to effect a reconciliation;

(6). That the room in the boarding house was not a domicile, and was simply secured for the purpose of establishing a residence to bring this action for divorce with no intention to be permanent;

(7). That the agreement in writing executed by the parties, before the expiration of the two years from the date he deserted, shows acquiescence by him in the separation, and, therefore, negatives the element of "obstinacy" in an action for divorce for a desertion;

(8). That he, Mr. Pease, was the creator of the domestic troubles of the parties, by telling his wife of his intimacy with another woman;

(9). That the Advisory Master in making his conclusions, arrived at the same in some cases, where the same were not corroborated; in others against the weight of the testimony; and in others without giving full consideration to all of the facts;

(10). That the Advisory Master erroneously dismissed the counterclaims of appellant;

(11). That the Advisory Master erroneously concluded that respondent was entitled to a decree dissolving the marriage;

(12). That Mr. Pease, the appellant was guilty of various acts of cruelty. (See testimony Mrs. Pease, the children, Mrs. Perkins and Mrs. Cook).

POINT I.

It was Mr. Pease duty to select, if he intended a change, a suitable and proper place for his wife and children to live.

The refusal of a husband to furnish a safe habitation for the wife, or where the husband deliberately selects an improper place for a wife to live, and in consequence the wife refuses to accompany him to the place so selected, constitutes a constructive desertion on his part.

N. J. Divorce, Practice & Procedure,
Hon. Francis Child, p. 135;
Boyce vs. Boyce, 23 N. J. Eq., 337 (at
p. 348).

There is a duty imposed upon the husband, the duty of offering a suitable home to his wife and children, suitable to the situation in life of the parties.

The wife is not guilty of desertion in refusing to follow her husband to the place of abode selected by him if he has chosen the place without reason or discretion. The good faith of a husband in offering his wife a home must appear before he can charge her with desertion in living apart from him.

Moreover, the husband in selecting a home should do so without parsimony and stubbornness.

This Mr. Pease did not do, when he left his wife and children.

The quarters in Mrs. Madison's boarding house at Montclair, N. J., where Mr. Pease was paying, including breakfasts, \$10., a week, and as described by his son William, and corroborated to some extent by Mrs. Madison herself, was not a suitable and proper place to ask his wife and children to go, especially where they were accustomed to live otherwise and while he, Mr. Pease, was earning a very good salary.

By the selection of such a place, his actions towards his wife before he left, and as described by the children on the day he left, when he said they could go along if they wanted to shows conclusively that he never expected, never wanted, his wife and children to go with him, otherwise, if he loved his wife, and had some regard for the welfare of his children, he would have selected a suitable and proper place for them to live, not a rooming house. He would not say well you can come along *if you want to*. He would have appealed to his wife and done everything within his power to persuade her to go with him.

Moreover, her making inquiries as to the character of the place shows that she was desirous of going with her husband had he selected a suitable and proper place for them.

POINT II.

The making of the agreement of the parties on July 8th, 1932, (Exhibit P-39) shows that he acquiesced in his wife remaining at the Central Park West Apartment, that he did not desire to terminate the separation which theretofore took place, and that therefore the element of "obstinacy" in a suit for divorce for desertion, was lacking.

He, Mr. Pease, was a lawyer and was also represented by eminent counsel when this agreement was admitted. He charges his wife, in his Amended Petition in this cause, with an actual desertion, yet in this agreement nothing is said about his claiming that she deserted him. To the contrary it may be inferred from the agreement that the parties consented to live separate and apart from each other. If such is the case how can he say that she was guilty of wilful and continued desertion?

Again nothing is said in the agreement about any objection to his wife living at the Central Park West apartment; and in fact he was desirous for her and the two children to remain there; and nothing is mentioned in the agreement about his wife and the children going to live with him in the boarding house at Montclair. To the contrary he acquiesces in her remaining at the New York apartment.

Moores vs. Moores, 16 N. J. Eq. 275;
Hankinson vs. Hankinson, 33 N. J.
Eq. 66.

He was apparently content to have the separation continue.

Hyer vs. Hyer, 108 Atl., 180, 91 N. J. Eq., 147.

He agrees to pay the rent of that apartment until September 30th, 1932, (he having left his wife on October 11th, 1930), and he requires her to peaceably vacate said apartment before September 30th, 1932. Moreover, he consents that all furniture and other articles of personal property in the apartment, with the exception of certain articles which he makes claim to, shall belong to his wife upon the execution of the said agreement. He agrees to remove his furniture from the apartment. The children are given the choice of selection with which of the parents they will reside.

It is apparent from a reading of this agreement that the separation of the parties continued because of this agreement, and that, therefore, the element of obstinacy, required in an action for divorce for an actual desertion, is lacking.

It has all the aspects of a friendly arrangement.

Goldbeck vs. Goldbeck, 18 N. J. Eq., 42.

The Advisory Master said "It may be that the petitioner might have made more earnest efforts to induce his wife to come to Montclair and live with him" but says that he was satisfied that no matter what he had offered, she would not have yielded. Our contention is that the husband did not make earnest efforts to induce his wife to come to Montclair and live with him. When he left slamming the door, he did not

plead with his wife to go to Montclair, and he simply said you can come along *if you want to*. He did not act as a reasonable man would, and he was not sincere. Of all the places in Montclair, and there were many suitable places, he picked out this rooming house. He saw the boy almost daily, he was at the apartment on an occasion while his wife was there, he went on numerous occasions as far as the door of the apartment, his wife wrote him after he left and he wrote her, yet he never requested her on any of these occasions to resume cohabitation with him. Our contention is that if he had provided some sort of a proper and suitable place to bring his wife and children, according to their station in life, and had he gone in a nice way and made an earnest effort to induce his wife to go and live with him, even at Montclair, she would have done so. It is also our contention that he did not want to make the earnest effort which the law requires, for fear that she would accept and tell him that she was willing to go and live with him. Again, during the entire period he never made any attempt to secure a suitable place for his wife and the children.

Our contention is also that way back in 1922 when he told his wife of his infatuation for his stenographer and of his kissing her, when he told her the other vile things which she claims he told her, when he told her that he hated her, slept in the same bed and during this time claimed to have loved his wife yet for long periods did not have intercourse with her, (and she testified that she did not refuse), when he had to get his two lawyer friends to consult with his wife, she not being represented by counsel, all go to show that he was desirous of ridding

himself of his wife, and when finally she stuck he saw that it was useless, that his wife would not leave him, and he finally packed up and deserted his wife and the two children.

POINT III.

Many of the conclusions of the Advisory Master were erroneous, and many others not sustained by the weight of the evidence.

(a). The Advisory Master says that the desertion alleged is alleged to have arisen either in February, 1930, or in October 1930. (Page 322, folio 30). The Amended Petition distinctly says that the defendant deserted him in the month of October, 1930, (Amended Petition, page 6, par. 2). How then can it be said that the alleged desertion occurred in February, 1930, unless it is claimed that because the parties did not have intercourse during the period from February, 1930, until October, 1930, when he, Mr. Pease, deserted his wife in New York City, a period of approximately six months? The refusal of sexual intercourse is simple desertion and to constitute a cause of action for an actual desertion must be persisted in for the statutory period of two years.

In

Gilson vs. Gilson, 166 Atl. 111, 113 N. J. Eq., 32.

the husband counterclaimed alleging extreme cruelty consisting of neglecting the children and

him, of her refusal to have sexual intercourse with him and stating to him that she was in love with another man. The Court said:

“In *Wood vs. Wood*, 97 N. J. Eq., 1, 128 Atl., 418, the Chancellor, speaking for the Court of Chancery, held that the refusal of sexual relations is not cruelty, but is simple desertion; and, as pointed out by the Advisory Master in his memorandum opinion herein, inasmuch as the refusal of the wife began in June, 1931, and could not have continued for two years prior to the filing of the counterclaim, and therefore, even if proved, would not be available to the husband as the basis of a counterclaim for divorce on the ground of desertion.”

He admitted that his wife, during that period, occupied the same bed with him. Moreover during this period he admitted that there were nights when he did not come home (p. 122, fol. 20), and Mrs. Pease and the two children testified that during this period he came home at all hours, twelve o'clock midnight, one, two and three o'clock in the mornings and slammed the doors. Again, during this period he ordered his wife, out of his room, told her to room with Elinor, and that he hated her. Both children corroborate this. Mrs. Pease, however, denies that there was no sexual intercourse in February, 1930, (page 207, fol. 30), and moreover he admitted during that period of sleeping in the same bed with him.

“Where the wife continues to live with her husband and perform her household

duties, but withdraws from sexual intercourse with him, she does not wilfully, continually and obstinately desert him, within the meaning of the Statute.”

Watson vs. Watson, 28 Atl., 467; 52 N. J. Eq., 349.

(b). Then, on page 323, fol. 30, the Advisory Master says:

“In the year 1922, while the parties were living in camp in Vermont, there was a serious quarrel between them. The defendant wife had charged the petitioner with having committed adultery with an employee of this law firm.”

This is what Mr. Pease, the defendant, says, but Mrs. Pease denies this. She denies that she charged him with adultery and the weight of the evidence sustains her version as to this. She said that he, Mr. Pease, voluntarily told her, while she was pregnant, that he Mr. Pease was infatuated with his stenographer, was intimate with her and kissed her. (pp. 178, 179). This is what she says Mr. Pease told her, and Mr. Pease admitted that he told his wife at this time that he was infatuated with his stenographer, of a mild flirtation, that he liked the girl and that he kissed her, and then it is charged that she accused her husband of adultery in the letter written by Mrs. Pease to Mr. Pease father on November 19th, 1927. In this letter she says:

“The real Truth is that five years ago up at Cedar Beach—the summer he had the mumps and I was so ill *he confessed*

to me his infatuation for his stenographer. She was working at Hunt, Hill & Betz the time he was there and he and Pit Mason hired this same stenographer to go with them when they opened their office together—so you see how long this affair had been going on.”

And what is thus said is borne out by the testimony. Mr. Pease himself admitted that he told his wife at the time that he would discharge this stenographer, yet he did not do so and she went with him when Mr. Pease formed a partnership with Mr. Mason. Why, (with his admissions about what occurred and his promise to discharge the stenographer), didn't Mr. Pease please his wife and discharge this girl, as he promised to do?

Even, if Mrs. Pease accused her husband of adultery on this occasion, which, however, she denies, this is not extreme cruelty *per se*.

“To accuse a wife of adultery is not extreme cruelty *per se*, the accusation must be false and maliciously or wantonly made, and be visited on her or come to her notice, causing anguish and pain, and false accusation is not extreme cruelty if made *under the stress of reasonable suspicion* caused by wife's conduct, especially where wife did not raise such cruelty in her original petition.”

Barton vs. Barton, 128 Atl. 798, 97 N. J. Eq., 404;
Hill vs. Hill, 127 Atl. 584, 97 N. J. Eq., 237;

Casey vs. Casey, 93 Atl. 720, 83 N. J. Eq., 603.

Even if Mrs. Pease accused her husband of adultery, which, however, she denies, and which is not corroborated by the letter of November 19th, 1927, wouldn't she have some reasonable suspicion, this due to what her husband admitted he told her? He voluntarily makes this statement to his wife when she is not in the best of health. The anguish and pain must have been that of the wife to hear this from her own husband's lips when she was in this condition. The shock and worry caused by petitioner's admissions of infatuation with the other woman undoubtedly caused the condition in which Mrs. Pease was placed thereafter. Here the proofs show that even if she accused her husband of adultery, she thereafter occupied the same bed with him and had intercourse at times.

See

Frost vs. Frost, 85 N. J. Eq., 571.

We must remember that she was a very good woman as Mr. Pease himself says.

In

Pedrick vs. Pedrick, (Nov. 5, 1930), 152 Atl. 83, 8 N. J. Misc. R., 792.

the Court said:

“Conduct of wife in accusing husband with illicit relations with other women and violently assaulting him as a result of unjustifiable jealousy did not warrant desertion.

Outbursts of passion and jealousy and physical treatment bestowed upon husband were not crimes, but were infirmities and defects which, in consideration of law, husband undertakes to put up with while proof was not satisfactory that husband's health had been seriously impaired by reason of charges of illicit relations with other women or notoriety arising by reason thereof, so as to constitute extreme cruelty."

Vice Chancellor Ingersoll, said:

"What merely wounds the mental feelings is in a few cases to be admitted where they are not accompanied with bodily injury, either actual or menaced."

In

Spence vs. Spence, 74 N. J. Eq., 786.

Chancellor Walker said:

"There must be some form of violence coupled with a false charge of adultery to entitle a wife to a decree"

citing

Black vs. Black, 30 N. J. Eq., 215.

"To constitute the cruelty to justify a divorce from bed and board there must be violence causing apprehension of danger to life, limb or health, from further cohabitation.

Smashing dishes, using grossly improper

language, and threats to kick from the house, are insufficient.”

Close vs. Close, 24 N. J. Eq., 338.

Violence in a single instance and entire disregard about his household affairs and a determination not to do her duty therein not sufficient ground to sustain a divorce for cruelty.

Coles vs. Coles, 32 N. J. Eq., 547.

(c). Then the Advisory Master speaks about the petitioner being in debt. There is no question about this, and didn't his wife help him, didn't she stand by him, until, as he says, within a year after he obtained his new position, the debt was paid off. She helped him, she did not have a servant, but she slaved and did all the household work, prepared his meals, and brought up two lovely children. He admits that she was thrifty and a good manager. The children Elinor and William, never heard any arguments about money matters, (p. 234, fol. 20; p. 239, fol. 10); and Elinor says that she heard her father say several times that he wondered how mother could make both ends meet. (p. 234, fol. 20). The will of Mr. Pease, offered in evidence, (Exhibit D-5, pp. 320, 321), gives the property to his wife “believing that their interests will be best cared for if my wife take all my property absolutely.”

(d). And again the Advisory Master speaks about his turning over his entire salary to his wife. Mrs. Pease said that he did this voluntarily, and gives the reasons why he did this.

Even if such was the case then it must have been his wife who paid off the debt which he, Mr. Pease, contracted, namely, the debt of \$6500. He said that he gave all his money to his wife, and in another breath he says he paid this debt of \$6500. Even if he turned over his entire salary to his wife, how can this be a ground for a divorce?

The Court said in

Pedrick vs. Pedrick, 152 Atl. 83; 8 N. J. Misc. R., 792.

“A man cannot desert his wife because she is extravagant, or swears, or uses coarse language, or is sickful, fretful, or of violent temper, or because she wreaks her temper or showers her coarse or profane language upon him, and thus makes his life uncomfortable.”

Boyce vs. Boyce, 23 N. J. Eq., 327, at p. 349.

The decree in this case was unanimously affirmed and the opinion adopted by the Court of Errors and Appeals.

Boyce vs. Boyce, 24 N. J. Eq., 588.

(e). Then the Advisory Master refers to the time when Mr. Pease salary was \$8400. The rent was \$100. a month, and in addition, Mr. Pease testified that the insurance premiums were \$1,000. a year, the household expenses \$6,000., but nothing is said about the moneys which were given to Mr. Pease for his travelling expenses

to his place of business and return, his meals, doctors' bills, the children being quite frequently sick, moneys expended for clothing and for pleasure, Mr. Pease admitting that he took his wife to the theatre, admitting that he went weekly to the movies.

(f). Then the Advisory Master says that the defendant wife had become interested in spiritualism and had apparently come under the complete domination of that cult and a female medium. He says that the husband objected to the defendant's close association with this medium, and he says that he was satisfied that this was one of the causes of the separation that afterwards took place between these parties. But even if this is so, which, however, the petitioner denies, (and she is corroborated as to this by Mrs. Perkins and Mrs. Cook) as hereinafter mentioned, this is not a ground for Mr. Pease deserting his wife, and children. One's religious views are entirely a matter for the individual conscience, and not for the courts to pass upon.

Knibb vs. *Knibb*, 121 Atl., 713, 94 N. J. Eq., 747.

11

Wood vs. *Wood*, 128 Atl., 418, 97 N. J. Eq., 1.

the court said:

“A wife's discouraging calls on her from her husband's friends, and her embracing the study of palmistry, phrenology, new thought, psychology, and other so-called idealisms, and talking constantly

about those things, losing interest in her husband, nagging him, and subjecting him to other petty annoyances, do not constitute extreme cruelty, so as to make the husband's leaving his wife constructive desertion on her part, not even coupled with denial of sexual intercourse, for the latter when persisted in for the statutory period, constitutes an actual desertion of her."

But even at that, Mr. Pease attended lectures on spiritualism, had Mrs. Cook, the alleged spiritualist, who was the pastor of the W. T. Stead Memorial Centre, at his home for dinner when he was present. Mrs. Cook testified in this case. Mrs. Cook testified that Mrs. Pease never discussed with her her marital affairs, and this is not denied. The children Elinor and William, testify, that they never heard any arguments about spiritualism. (p. 234, fol. 10; p. 235, fol. 20). Mrs. Pease wrote numerous letters, which Mr. Pease was very careful about retaining, and in these letters, and most of them, she refers to Mrs. Cook and to spiritualism, yet Mr. Pease, does not produce letters written by him in reply to those of his wife to show that he objected to Mrs. Cook. Then Mrs. Nellie Perkins, an impartial witness, testified, that Mrs. Cook extended an invitation to Mr. Pease to visit her, that he was always welcome at her home, that Mrs. Pease never spoke to her about her domestic troubles, and that Mr. Pease stopped at Mrs. Cook's home at Cape Cod. (p. 230, fol. 30; p. 231, fols. 10-20). Mrs. Pease believes in God. She and her husband went to various churches, Protestant and Catholic. This shows her broad-

mindedness. Mr. Pease tried to make it appear that there was a religious chasm which separated them.

(g). Then again the Advisory Master says letters written by her lacked all evidence of affection. (Page 324, folio 30). Let us see. This letter is addressed "Dear Ferd", sends her love to her husband, thanks him for the candy requests him to play tennis, hopes he had a good time, and says about his saving so that he can go to a show. (Exhibit P-5, p. 269). She writes that he should be able to procure his meals in the City for \$15. Well, the whole story is not told. He admitted having his lunch at the New York Life Insurance Company without expense. (Page 121, fol. 40). And after living with his wife all the years, saying she was a very good wife and a good mother to the children, admitting that she was thrifty and a good manager, says the meals were not good. Here again there is no corroboration, and what he testified to, is denied by Mrs. Pease and the children. The Advisory Master says these letters were written by her in 1927, and do not express evidence of affection. Take Exhibit P-4, page 258, she writes:

"Dear Ferd:

Thank you for your two letters and card. Also for the telegram and the *lovely flowers*. I had one of the happiest birthdays I ever had in my life—Everyone was perfectly lovely to me and did everything they could to make me happy. Mrs. Cook made a huge birthday cake for me and had a lovely dinner that night with ice cream

& everything good. I am glad you are enjoying your vacation too, and seeing all your relatives and friends."

What is wrong about this letter? She sends her love to her husband.

Then Exhibit P-3, p. 265, addressed "Dearest Ferd", sending "Much love", thanks him for his letters. Exhibit P-2, addressed "Dearest Ferd", sends her love, is pleased to find that her husband is having a good time, is happy to hear that he made a speech. True, these letters are not mushy, but they are the letters of a wife. These are the 1927 letters which the Advisory Master says do not evidence affection by the wife.

(h). Then reference is made to an alleged quarrel, in November, 1927. Mrs. Pease denies that there was a quarrel, but even at that quarrels do not justify Mr. Pease in deserting his wife and the children.

Wood vs. Wood, 128 Atl. 418; 97 N. J. Eq., 1;
Pedrick vs. Pedrick, 152 Atl., 83; 8 N. J. Misc. R., 792.

Marital discord and unhappiness arising from constant quarrelling held not extreme cruelty sufficient to entitle party to divorce.

Gilson vs. Gilson, 113 N. J. Eq., 32;
Brinkerhoff vs. Brinkerhoff, 106 N. J. Eq., 331;
Wood vs. Wood, 97 N. J. Eq., 1.

He tries to make it appear that Mrs. Pease wanted to live in New York, yet the testimony shows that they looked at other places in Montclair and at Grantwood, N. J. (p. 194, fols. 10-20), and Mr. Pease admits this. He did not assume the lease of Mrs. Cook, as he alleges in his Amended Petition, but he took a new lease of the New York apartment for a period of four years.

(i). Then again the Advisory Master refers to the letter of November 19th, 1927, and in addition to what has heretofore been said about the truth of some of the things in this letter, the other matters contained therein are true. She testified as to his belittling her, and the letters bear this out, and there is no denial on his part; she says that she endeavored to help "Ferd" in every way when he was so hard up and this is true, for the testimony shows that she helped him to pay off the big debts he contracted; she speaks of the money he was sending to his parents, and Mr. Pease and his father testified that they, Mr. Pease parents, did not receive any money, (p. 258, fol. 30; p. 259, fol. 40), yet two checks were introduced in evidence (Exhibits D-3 and D-4, p. 320), to show that their testimony as to this was not truthful and that money was sent to them, and the letters also show that they, the parents, did receive money. These letters were introduced in evidence by Mr. Pease attorneys, and they are binding on him. Mr. Pease does not produce any letters in answer to show that these statements are untrue, does not produce any evidence to show that the testimony of Mrs. Pease showing what these checks were given for, is not true. These are not matters which came into the mind of Mrs.

Pease at the time of the trial, but from the checks and letters, show that before any suit for divorce was thought of, (unless Mr. Pease himself had it in his mind), she wrote these letters. She says that she finished paying Ferd, her husband's, debts. She says that she is trying her best to save enough to educate the children. She says that everyone has a right to develop their own soul the way they choose; that she has never interfered with his religion.

(j). But, again, not as petitioner would make it appear that she, Mrs. Pease, wrote this letter of Nov. 19th without some provocation therefor, and as the Advisory Master says as a result of a quarrel of her threatening to write his father if he did not leave Montclair; and to show that this is not so, is not the truth, the letter speaks for itself, and shows that this cannot be true, and this letter again was written at a time when this action for divorce was not pending or even contemplated. The letter shows why she wrote Mr. Pease father (fol. 30, p. 326).

“Awhile ago *you* wrote *him*—for my benefit—that ten weeks was a long time to be homeless”,

so it appears that she wrote this letter in reply to a letter written by the father to his son, complaining apparently about Mrs. Pease, interfering in their domestic affairs, and telling the son about his being with them for ten weeks at the summer home without Mrs. Pease being present was a long time to be homeless. This again is one of those cases of the “in-laws” interfering in the life of these

people, and is doubtless one of the real causes of the trouble between them.

The few words quoted above are exceedingly forceful in showing how they, the parents, were attempting to set their son against his wife. Mrs. Pease never spoke to her husband's parents respecting the home life and relations of the petitioner and his wife (p. 258, fol. 20), so Mr. Pease father, from the quotation above was the one who was writing to his son and due to this Mrs. Pease wrote the letter of Nov. 19, to which Mr. Pease father did not reply (p. 258, fol. 20).

(k). Again, the Advisory Master says that the defendant threatened to leave unless he turned over all of his money to her. This, of course, is what he, Mr. Pease, and he alone, says; but she denies this (p. 192, fol. 203, p. 207, fol. 30). She says that he, Mr. Pease, was willing to do this because she was a better business woman than he was a business man. Moreover he admitted that she was thrifty and a good manager. However, even if such was the case, this is no ground for Mr. Pease leaving his wife. Moreover he admits that he had charge of the finances when he left, and for sometime previous thereto.

(l). Again, the Advisory Master speaks of taking the apartment in New York City at a rental of \$2800. a year. The Advisory Master, however, does not say anything about their looking for apartments in Montclair, (p. 194, fol. 10) and then at Grantwood, Bergen County, N. J., and that she found an apartment there at

Grantwood, N. J., which was suitable, but Mr. Pease refused even to look at it. (p. 194, fol. 20). This shows that Mrs. Pease was willing to live anywhere with her husband, and moreover that the story of Mr. Pease that his wife wanted to take Mrs. Cook's apartment and none other, is not true. Mr. Pease admitted that they looked at this place at Grantwood (Palisade), and admitted that he would not live there, and would not live at any place other than Montclair (p. 68, fol. 30). Mr. Pease did not assume the lease of the spiritualist, as he alleged in his petition, but he took a new lease of this apartment, a lease for four years.

(m). The Advisory Master then says that the defendant in many of her letters, and on the stand, indicated that she desired to live economically, and that her ideas of economy were unusual. Even if she was extravagant, which is denied, and Mr. Pease admitted she was thrifty and a good manager and this is borne out by the will he made, this would be no ground for Mr. Pease deserting her and the children.

But wasn't Mrs. Pease a good wife and wasn't she thrifty and a good manager. This is admitted. She says that she slaved for her husband. Although he was earning \$11,500. a year she did the household work, prepared the meals, took good care of the children. This is all admitted.

Did he, Mr. Pease, who told his wife about his stenographer, protect his wife, as he should, did he protect her and the children, when he stayed out at all hours of the night, coming home and slamming the doors.

In

Sheeran vs. Sheeran, 169 Atl. 871 (Court of Errors and Appeals, Jan. 5, 1934), 115 N. J. Eq., 75.

the Court said:

“Our reading of the evidence satisfies us that the separation was due in large measure to the conduct of the husband; that his wife left because she thought, perhaps, mistakenly, but justifiably, she was not wanted.”

and in

Rosengren vs. Rosengren, 170 Atl., 660, 115 N. J. Eq., 283.

the Court said:

“Under such circumstances it would seem rather a duty of a husband to shield and guard his wife against the temptation of her indiscretion, rather than to feed it with his own contribution, and, if as a result married life becomes a burden, it is in part of his own creation, and he should not be heard to complain.”

The burden was upon the petitioner to prove his case and all uncertainties should be resolved against him.

Gordon vs. Gordon, 88 N. J. Eq. 430,
affd. 89 N. J. Eq. 535; ^{284.}
Goldberg vs. Goldberg, 101 N. J. Eq. 236.’

(n). Again the Advisory Master says that all Mrs. Pease was interested in was how much work

and money she could get out of him, and how much she could humiliate him. This Mrs. Pease denies. She worked, she managed to help pay off his debts, she didn't have a servant. Well, let us see if that is all she was interested in.

Exhibit P-2. She is glad that Mr. Pease is having a good time at the beach. (p. 262 fol. 30). Hopes he enjoyed his Huntington trip, and says "A week's vacation isn't long enough & he should take a longer one, but maybe he can later on." (p. 263, fol. 10). She enjoyed hearing about his making a speech. (p. 263, fol. 30). She says "Sometimes it takes a great sorrow to bring people to God."

Exhibit P-3. Thanks him for his letters, shows her interest in the children, she tells him to go to Dr. Manson and have him fix Mr. Pease (p. 266, fol. 10); says "You didn't stay very long at the Camp but I suppose you will go up again in a few days"; sends to her husband "Much love".

And in Exhibit P-3, Mrs. Pease writes:

"As long as your mother and dad seem so glad to see you & you are fond of them, I think you had better divide your time with them & at Billy's camp and not plan to come down here again. You don't see much of your parents in winter so I think you'd better spend your vacation with them in summer—you see us all winter long and it is only a matter of five or six weeks before we'll be home."

This shows why she wanted her husband not to come where she was staying.

Mrs. Pease has her daughter Elinor send a note to her daddy. (p. 267, fol. 20). This shows her love for her husband.

Exhibit P-4. Thanks her husband for the two letters and card and for the telegram and lovely flowers; speaks about her happiness; glad that Mr. Pease is enjoying his vacation. (p. 268, fols. 10-20).

Exhibit P-5. Thanks him for the candy, says it is a shame that Mr. Pease does not play tennis. Hopes he had a good time at the Everett's and sends love from herself and her daughter. (p. 270, fols. 10-20).

Exhibit P-8. In this letter she is a little bit upset about her husband making a nuisance of himself, but Mr. Pease does not produce any letter to show what his reply to this letter was.

Exhibit P-9. While she does not want her husband to borrow any more money, (and why shouldn't she when he contracted debts to the extent of \$6500), she is sorry for her husband's condition, thanks him for what he has done in the apartment, and sends her love.

Exhibit P-10. Speaks about the condition of the children, glad he found a brief case that he liked and some ties, and sends her love.

Exhibit P-11. Thanks him for his letter, and says that she is not afraid of anyone when she knows she is in the

right, (and why should she). Wishes her husband to have a good time and sends "lots" of love to Billy, their boy.

Exhibit P-12. Thanks him so much for his letter and the two books; says that it is fine that he has such good weather, and sends her love.

Exhibit P-13. Is anxious when Friday comes, (apparently to see her husband and son) (p. 282, fol. 10); is anxious for her husband to have a month's vacation, and sends her love.

These include the letters referred to by the Advisory Master (p. 329, fol. 40) but the letters in their entirety are not shown in the Advisory Master's Conclusions.

And reference is made to her saying to her husband "not to send any more flowers." This is trifling yet the whole story is not told. Why wasn't it shown why she said this. She wrote "Don't send me any more flowers, you don't need to do that for I can have all the flowers I want out of the garden. Mrs. Cook lets me have all I want." (Exh. P-5, p. 269, fol. 40).

She speaks about dusting, but Mr. Pease himself admitted that the apartments in New York City are very dusty during the summer months, and he, apparently, willingly did this. Well, if Mr. Pease, objected to do this work, why wasn't he a man, and why didn't he voice his objection then? She asks him to do some things while she was away. Is there anything very serious about this? He was in New York and she, while away, was interested in her home.

Even if she asked her husband to do these things, this while she was away, this is no reason for Mr. Pease leaving his wife and children in October, 1930.

(o). Then the Advisory Master says that she threw a glass of water in his face, and the Advisory Master takes the uncorroborated story of Mr. Pease about this, although Mrs. Pease, corroborated by their two children, denies this. There is no other evidence in this case showing any acts of violence.

(p). And on page 333, the Advisory Master says that she refused to get his meals and withdrew from all contact with the petitioner, except upon such occasions when it pleased her to revile him in front of his children. Again, the Advisory Master takes the uncorroborated testimony of Mr. Pease, whereas Mrs. Pease, corroborated by the two children, says that she always had his meals ready for him, but that there were times when he 'phoned and said that he would not be home for his supper, and this he admits.

“Q. Did you prepare his meals for him?

A. Yes, I did.

Q. Did you at any time ever refuse to prepare meals for him? A. I did not.

Q. Did you at any time fail to provide meals when he required them? A. No, I did not.

Q. Did your husband always come home for supper? A. No, he did not always come home. After that time when he

came home from Cedar Beach, Vermont, and ordered me out of his room, he preferred to take his meals out.

Q. Did he at times phone you and tell you that he would not be home for meals?

A. Yes.

Q. What did he say? A. He said, 'I have a little business to attend to. I have some work here that I have to do.'

Q. Would you have the meals prepared?

A. Yes, I would."

This is what Mrs. Pease testified to, but the daughter testified (p. 233, fol. 30):

"Q. Did your mother at any time refuse to prepare meals, if you know, for your father? A. No, she did not.

Q. Did your mother always have meals prepared for your father when he came home? A. Yes.

Q. Were there times that your father did not come home for his supper? A. Yes.

Q. How often would that happen, the period after September? A. No, he never came home to eat between September and October."

and the son testified (p. 239, fol. 20):

"Q. How about meals for your father? Did your mother provide or not provide?

A. Yes, sir. We had very good meals, and in his testimony he said that the meals

were not good, but I considered them very good, as we had roasts and things which are considered good meals. Of course, maybe on certain occasions when my mother would want to get through with the evening meal quickly so that we might go to a show, we would have what might be considered a simple dinner.

Q. Between September, Labor Day, and October 11th, 1930, do you know what time your father came home nights? A. Yes, sir.

Q. What were the hours? A. The hours were around midnight, one or two o'clock. I remember those were school nights and as I had a room which was at the end of the hall, any noise or light would always wake me."

Moreover the burden of the testimony in this case shows that she did not revile him in front of his children, (Mrs. Pease testimony and the children's testimony), but that on the contrary when she was desirous of teaching the children good table manners, he, Mr. Pease, interfered, and this he admits.

(q). In the letter of August 18th, 1930, referred to by the Advisory Master she refers to the money her husband was handing out to his parents. Mr. Pease and his father testified that he Mr. Pease did not turn over anything to his parents, yet two checks were offered in evidence to show that they did receive money, also in the letter, (Exhibit P-13, p. 282), she asks her husband to let her know how much to

give to his mother for Bill's, the boy's, board. The story giving Mr. Pease parents money is not something which occurred to Mrs. Pease when this case was tried, but these letters together with the two checks offered in evidence show that what Mr. Pease and his father testified to in connection with this was not true.

In this letter she speaks about her slaving and working herself to the bone and that all she received in return were insults, she speaks of his humiliating her, of his spying on her, she speaks of her being illtreated, she speaks about his insulting her friends when they called at the house. She says that she is trying her utmost to save every penny to educate the children (p. 338, fol. 10). Apparently he wrote her and this was her reply, because she said "I am very glad that *your letter* has given me the opportunity to write you just how I feel about things and I am sure that God does not blame me for feeling the way I do because he knows I have tried to be faithful all these years and have done my best."

(r). The Advisory Master again is in error when he says that Mrs. Pease invites, if she does not demand, a separation. What does she say:

"As long as you are so unhappy about everything I do, why do you live with me? I am not asking you to remain under the same roof with me as long as you feel the way you do about everything. I am perfectly willing at any time for you to give me one check and you take the other

—then you can live the life you wish to anywhere you choose and I will do the same thing.”

She then says:

“You say, ‘we only have one life to live and that is “short”.’ If that is what your church teaches you and you wish to believe that way, that is up to you. My truth has taught me that we live many lives and that we begin ‘Over There’ just where we leave off here—Therefore, it is up to each one of us to progress here as much as we can and that is what I am endeavoring to do, regardless of what you may say or think.”

(s). Then the Advisory Master says that she suggested a divorce and says that he could only eat in his own house if he paid her \$100. a week and threatened that unless petitioner turned over his entire salary to her she would see that he lost his position. Here again the Advisory Master takes the uncorroborated testimony of Mr. Pease.

The Advisory Master has just referred to a letter in which she says that if her husband is so unhappy about everything why does he live with her, and this letter negatives the conclusion about turning over his entire salary, because in this letter she says that if he feels the way he does about everything he can take one-half of his entire salary, and can pay her the other half and why wasn't this a fair proposition, if Mr. Pease felt the way he did, for after all with

the half she receives she has to take care of herself and the two children.

(t). The Advisory Master again takes the uncorroborated story of Mr. Pease when he claims that he, Mr. Pease, asked her to go to Montclair, and after engaging rooms there, she, the defendant, refused to go, saying "Let our lawyers discuss that." Yes, he went to Montclair to the rooming house where he occupied but one room; but even if his story is true that his wife did say about the lawyers discussing the matter, why, (if he was anxious for his wife to go with him, he being a lawyer and having Mr. King, as his counsel), didn't he give his wife an equal opportunity to ascertain whether or not it was her duty to go with him to this rooming house at Montclair. Mr. Pease had a lawyer before this, because in the next paragraph, the Advisory Master says that previous to October 11th, 1930, Mr. Pease consulted a mutual friend, Mr. King, a longtime friend of Mr. Pease and Mr. Pease attorney. Why then, (he, Mr. Pease, being a lawyer and also having Mr. King as his lawyer, if he was fair to his wife), didn't he give her the opportunity to consult a lawyer so that her lawyer and his lawyer could talk over the matter, advise Mrs. Pease, this before he left? Isn't it apparent that he did not want this, because he was determined to leave his wife and children?

(u). Then the Advisory Master says that Mrs. Pease said that all she wanted was one-half of the petitioner's salary; and why wasn't she entitled to this, this for her support and the support of the two children, if Mr. Pease was deter-

mined to leave them? She was willing that Mr. Pease keep the other half of his salary of \$11,500. This shows that she was fair and was not after his entire salary as the Advisory Master intimated in his Conclusions. And isn't it a fact that a Court of Chancery would have granted her this, namely, one-half, and even more, this for her own support and that of the two children.

(v). Again the Advisory Master says that he contributed the sum of \$35. a week, for the food, and also paid the rent of the apartment. Well, assuming that he did do this, this still left upwards of \$5,000. per year for Mr. Pease.

(w). Then again, the Advisory Master takes the uncorroborated testimony of Mr. Pease that Mrs. Pease berated him; and again the Advisory Master says that on one or more occasions she went to petitioner's place of employment and interviewed his employers. This is not borne out by the testimony, for even Mr. Cook, Mr. Pease employer, said that only on two occasions did Mrs. Pease call at his office (p. 167, fol. 130) and these calls were not made by her voluntarily but at the suggestion of Mr. Pease, that before these meetings, it was not Mrs. Pease, but Mr. Pease, who told him about his differences with his wife. (p. 167, fol. 30). In other words, the petitioner claims that Mrs. Pease went to his employer, threatened to do so, yet before his wife ever saw Mr. Pease employer, it was Mr. Pease himself who did all the talking to his employer. He first had a discussion with Mr. Pease (p. 169, fol. 10), he couldn't recall what took place, only portions that he could

recall (p. 168, fol. 30), and he admitted that Mrs. Pease did not communicate with him directly, (p. 169, fol. 10), and when he was asked:

“Were these conferences held at your solicitation or at Mrs. Pease’s?, the witness answered:

“Well, that’s a very difficult thing to answer, if I can answer just what I know.”

In any event, from this testimony it appears that Mrs. Pease did not voluntarily go to Mr. Pease employers at any time to complain; that it was in response to what Mr. Pease told his employers that Mrs. Pease went to the office.

(x). Again the Advisory Master says that she charged him with the theft of \$10,000. worth of Liberty bonds from her; with having a venereal disease on two occasions; neither of these charges, he says, were in the slightest degree corroborated.

She did not accuse her husband of having a venereal disease. She simply related what she said her husband told her and what a Dr. Ringland also had told her. It must be remembered that during the periods when the parties did not have sexual intercourse, Mr. Pease was sleeping in the same bed with his wife. He was turning over to her all her money; yet he claims that they did not have intercourse.

Then as to the Liberty bonds, what is her testimony. She says that Mr. Pease was the only one who had a key to the box and that she had a key, and that he admitted at the time that he did take them. The daughter testified that she

saw her father, the petitioner, look through the personal effects of her mother, the defendant. (p. 234, fol. 30). Mrs. Pease testified that her husband told her about his being infected, and likewise Dr. Ringland, and that Mr. Pease told her that Dr. Ringland had forbidden him to come near her again.

(y). Then, the Advisory Master says that it is true that the law requires that a deserted husband should make an effort, *bona fide*, to secure his wife's return, unless it be shown that such an effort if it had been made, would be unavailing, and then says that any effort made would have been futile.

Here is the petitioner, a lawyer, leaving his wife and children. He goes to the apartment thereafter, sees his wife; his boy stays one-night thereafter at the rooming house in Montclair; he sees his daughter frequently and accompanies her from school to the door of the apartment where his wife and children are living but does not go in, in fact, testifies that he would not go in; correspondence takes place between the parties; yet nothing is said to his wife about a reconciliation. He had plenty of opportunities to ascertain from his wife if she would live with him at a suitable place.

(z). The Advisory Master said that any effort on petitioner's part would have been futile. Well, why did not Mr. Pease make the effort? He had every opportunity to do so. The reason is that he knew that his wife would have told him that if he provided a proper and suitable place for them to live, she and the children would

have gone with him. The fact that he secured this rooming house, a man earning the salary he did, shows that he did so knowing that this was not a proper place for his wife and his two lovely children.

In

Sheeran vs. Sheeran, 169 Atl., 871
(Court of Errors and Appeals, Jan. 5,
1934), 115 N. J. Eq., 75.

it was held:

“Burden was on husband, suing for divorce, to prove his case, and all uncertainties of fact should be resolved against him. Husband, suing for divorce on ground of desertion must show that he sought by proper steps to bring about wife’s return, even if desertion was unjustified, and doubt as to efforts must be resolved against him.”

He must give her reasonable assurance of his sincerity and her probable safety in resuming cohabitation with him.

Csanyi vs. Csanyi, 115 Atl., 76, 93 N. J.
Eq., 11.

The overtures must be such as would be made by a just man, and his efforts must be sincere.

Thomas vs. Thomas, 166 Atl., 322; 113
N. J. Eq., 82;
Light vs. Light, 95 N. J. Eq., 779.

The court said, referring to letters, "None of these were couched in terms of love and affection".

Gaffney vs. Gaffney, 107 N. J. Eq., 234.
(*see full opinion* 152 Atl., 233).

In the *Thomas* case, *supra*,

the Court said:

"It is true that he talked with her on the street from time to time, but never proposed to renew matrimonial cohabitation. It is also true that he wrote his wife numerous letters, but in none of them did he offer to return home, or to provide another home. None of them were couched in terms of love and affection. None of them were such as would have been written by a just man in the circumstances."

The husband must make sincere offer to effect reconciliation.

Light vs. Light, *supra*;
Gaffney vs. Gaffney, 152 Atl., 233; 107
N. J. Eq., 234. ^{*see*}

"In assuming the sincerity of such an appeal the court necessarily proceeds upon the theory of *quo animo*, and in reaching any satisfactory conclusion as to his motives, the old adage that conduct speaks louder than words must needs play an important part".

McVickar vs. McVickar, 46 N. J. Eq., 490;

Lister vs. Lister, 65 N. J. Eq., 109.

Proof must be of *bona fide* intention and heartfelt contrition.

Popovis vs. Popovis, 129 Atl., 126; 98 N. J. Eq., 350.

Before husband can secure divorce on the ground of desertion he must attempt to affect a reconciliation, and this seems to be the better rule, even though the wife was at fault and the husband free from blame.

Wood vs. Wood, 63 N. J. Eq., 688;
Broom vs. Broom, 47 N. J. Eq., 215;
 affd. in 49 N. J. Eq., 347;
Trail vs. Trail, 32 N. J. Eq., 231;
Meier vs. Meier, 68 N. J. Eq., 9.

If he had a desire to resume his marital life he should have taken the easiest way by he, himself seeing her.

The Court must look to the whole of the conduct and see whether it shows that he intended to take his wife back for the purposes of starting the home with him. It must be free from improper qualifications and conditions, and must be conciliatory in form and substance.

Briggs vs. Briggs, 59 Atl., 878 N. J. Eq.;
McKeen vs. McKeen, 5 Atl. 799;
 N. J. Eq.; ^{633;}
Fraser vs. Fraser, 87 N. J. Eq., ~~638;~~
Calichio vs. Calichio, ~~86~~⁸⁵ N. J. Eq., ~~813;~~ ^{213;}
Ojserka vs. Ojserka, 62 Atl., 113;
 N. J. Eq.;
Spille vs. Spille, 68 N. J. Eq., 647;
Lister vs. Lister, 97 Atl., 170, 86 N. J.
 Eq., 30;

Wright vs. Wright, 45 Atl. 447;
N. J. Eq.;
Abele vs. Abele, 62 N. J. Eq., 644.

“If he had been sincere, and if his attempt had been made in good faith he would have gone himself to see his wife, or he would have written a letter, or would have done something more than to have perfunctorily sent his son to see her and accepting her refusal as final.”

Light vs. Light, supra.

(a. a.) Then, the Advisory Master says that the objection that the petitioner had not provided proper rooms in advance in Montclair, is, he is satisfied, a mere excuse offered to defeat, if possible, the petitioner's claim for desertion.

We contend that this is not so. The testimony shows that it was a rooming house, that he occupied one room there, the condition of the place and of the neighborhood; that Mrs. Pease made inquiries to find out what kind of a place it was; that he never during all the time he was away from his wife wrote her about securing any other place than this rooming house and never wrote telling her to come and live with him. He was content to allow his wife to remain with the children at the New York apartment, pay the rent, give her the furniture, enter into an agreement with her, and wait until the statutory period had arrived for him to institute this action for divorce.

The motives which induced the petitioner to secure a residence within the State is a pertinent

fact to be considered in determining the *bona fides* of such residence.

Wallace vs. Wallace, 65 N. J. Eq., 359;
Pohlman vs. Pohlman, ~~69~~⁶⁰ N. J. Eq., at
 p. 30.

In order to give jurisdiction to grant a divorce to one coming from another state to this state, there must be an actual residence for two years, with intention of remaining, so as to acquire the domicile in the state; the domicile of a person being the place in which he has voluntarily fixed his habitation, with a present intention of making it his home.

Williams vs. Williams, 78 N. J. Eq., 13.

Did Mr. Pease show the good faith of residence in the state and intention to permanently remain? The alleged desertion took place in New York. He was earning at the time \$11,500. a year; he came to the rooming house in New Jersey, occupied one room, for which, he paid \$10. a week; or a total of \$520. a year. He did not have his supper at this place.

Under all the circumstances of this case, isn't it apparent that Mr. Pease came to New Jersey to establish a residence here but for one purpose, and that to institute this action for divorce.

(b. b.) Then, the Advisory Master finally concludes that the petitioner is entitled to a decree on the ground of desertion, and nothing being said whether it is on the first alleged cause of action, namely, an actual desertion, or the alleged second cause of action, a constructive de-

sertion. If he means for an actual desertion, and the petitioner claims that he was justified in leaving, this is a constructive and not an actual desertion, and to constitute grounds for a constructive desertion the petitioner must show that the misconduct complained of is itself a ground of divorce a *vinculo* or a *mensa*.

Csanyi vs. Csanyi, 115 Atl. 76; 93 N. J. Eq., 11.

A wife, not justified in leaving the home of her husband on the ground of his cruelty, cannot obtain a divorce on the ground of desertion.

Englehardt vs. Englehardt, 73 N. J. Eq., 744.

(c. c.) The Advisory Master makes reference to defendant calling her husband a hypocrite, etc.

In the case of

Burlingham vs. Burlingham, 116 Atl., 494, N. J. Eq.

The wife called her husband a cad, a liar, and a hypocrite, and said that she hated him, and the Vice-Chancellor held that this would not be sufficient for leaving him.

The Court said:

“If marriages are to be dissolved for want of tact and even for nagging, the institution of marriage would not last very long.”

(d. d.) The petitioner testified to matters which were not alleged in his Amended Petition, this over objection , for instance as shown on page 58. Evidence must be confined to the issue made by the pleadings.

Moore vs. Moores, 16 N. J. Eq., 275.

POINT IV.

Mrs. Pease should have been granted a divorce on the ground of an actual desertion.

There is no question that the parties had a nice apartment in New York; that the lease of this apartment had still two more years to run when Mr. Pease left his wife. He was the actual deserter.

As hereinbefore pointed out he was not justified in leaving his wife. He admitted coming home late at nights just before he left. The testimony shows what took place a month before he left, he ordered his wife out of the room and said he hated her. This testimony is amply corroborated. From the testimony in this case it appears that Mrs. Pease has always been a diligent, capable, industrious and conscientious wife, woman and mother, and moreover, that her husband was desirous of her taking the helm and steering the family ship during the later years of their married life, and it equally appears that both husband and wife realized that such action was necessary because of Mr. Pease almost total lack of ability to manage the family

business and the financial affairs himself. Furthermore, Mrs. Pease thrift and efficiency in managing the family business affairs, as admitted by Mr. Pease, and as indicated by her success in doing so, seems to be a further and rather complete answer to the insinuations now made by Mr. Pease.

There certainly was no intent on the part of Mrs. Pease to desert her husband. She remained in the house which he leased.

A wife is not bound to follow her husband unless he wishes her to do so and if he does not sincerely request her to accompany him she is not guilty of desertion. It is apparent that he made no sincere request.

It is also apparent, from the facts in this case, that he wanted to rid himself of his wife.

His purpose in selecting a rooming house for his wife and children was to humiliate her and for the purpose of instituting this action for divorce.

POINT V.

The conduct of Mr. Pease proves that he intended to desert.

Just about a month before, namely, Labor Day, 1930, Mr. Pease came home, ordered Mrs. Pease out of his room and told her to room with Elinor, the daughter, and said that he hated his wife, is corroborated by the testimony of the children.

Again Mrs. Pease and the children testify that he came home midnight, slammed the doors, and

in the mornings, at two, three etc., o'clock, slammed the doors, so that the children woke up, although they had to go to school in the morning, didn't come home for his meals, although his wife prepared them, consulted his lawyer, spoke to his employer, also a lawyer, ordered his wife out of his bed on Labor Day, a month before, and asked his wife why she didn't get a divorce. It was he who was the one who wanted a divorce, and Mrs. Pease said she didn't want a divorce.

Mrs. Pease wrote her husband a very sensible letter in August 1930, (Exhibit P-14), in which she says "God does not blame me for feeling the way I do because he knows that I have tried to be faithful all these years and have done my best".

On July 18th, 1930, she writes "Dear Ferd" "Love to you and Billy". (Exhibit P-13).

This shows her conduct, also his conduct, just previous to time he left on October 11th, 1930. This shows his conduct and declaration of dislike, and these letters corroborate Mrs. Pease testimony.

In addition to what is hereinbefore stated as to how Mr. Pease acted towards his wife, Mrs. Pease testified that Mr. Pease told her that he was intimate with his stenographer; that she felt badly about his borrowing money, and Mr. Pease, in his testimony admitted this, that bills meant nothing to him, she did her own cooking, and the household work, that she was always willing to help her husband whenever she could that he was satisfied the way she handled the checks and he could see how she paid all the bills. Elinor, the daughter, was always delicate

that Mr. Pease knew when he married her that she was a spiritualist, her grandmother was a spiritualist, that her husband visited Mrs. Cook, he went to her meetings, and this is confirmed by the testimony of other witnesses, that he embarrassed Mrs. Pease by going to the manager of the Pine Tree Hotel and telling personal things to him, that he told the neighbors his most personal intimate affairs and embarrassed Mrs. Pease, that he told his wife that he hated her and for her to get out of his room, this a month before he left (and this is verified by the testimony of the children) that Mrs. Pease prepared his meals; that she never refused to do so, and this is verified by the testimony of the two children; that Mr. Pease did not always come home for his meals, that he ordered his wife out of his room, there was hardly a night that he did not come home at twelve, one and two o'clock and the testimony of the children is to the same effect, that he acted very ugly and disagreeable and said on various occasions "Why don't you get a divorce", showing that he was anxious to get rid of his wife; that he, the petitioner, would come home at late hours and slam the door; that she told him that after the apartment was off their hands she was willing to go anywhere with her husband provided the place was suitable for the children, and that a rooming house was not a home, that she told her boy Billy, after her husband left her and the children, to visit his father, that her husband after he left never told her to go and live at Montclair, N. J. that he, petitioner, gave Mrs. Pease as little as possible to live on, that she only asked for a fair amount, that when he

walked out he gave her \$60., then cut her down to \$50. and then further cut her down to \$35., at this time he, petitioner earning \$11,500. per annum, and occasionally receiving a bonus, that Mr. Cook, his witness, said that he knew that Mr. Pease walked out and left her and the children, that he, petitioner, admitted his relations with his stenographer, that she didn't have to accuse her husband, that she and her husband paid for the board while they were at Cedar Beach and produces two checks, offered in evidence, to prove this, and this shows that the testimony of Mr. Pease and his father that nothing was paid was not true, (Mr. Pease does not testify what these checks were for, so, therefore, the testimony of Mrs. Pease on this point stands uncontradicted), that she did not have quarrels with her husband concerning Mrs. Cook that there was no growing hostility concerning this, and this must be so, and Mr. Pease testimony on this point untrue, because of the numerous letters written by her in which she mentions Mrs. Cook and her belief in Spiritualism, that she never said anything in front of the children, and the testimony of the children confirm this, that she asked her husband to cooperate with her to teach the children table manners and that he said "Let them do as they wish" and he, Mr. Pease, admitted in his cross-examination that he criticized his wife for teaching the children table manners; that her husband was very jealous of his own daughter and any friend Mrs. Pease had; that he told his personal affairs to others, and always tried to humiliate her; that he would ignore her at various functions, would not speak

to her during the entire evening, that his conduct towards her made her very nervous and her health broke down.

He wanted a divorce. He requested her from time to time to get one. He wants a divorce now. I therefore, respectfully submit that under the evidence of the petitioner in this case, much of which is not corroborated, and of the testimony of the defendant and her witnesses, sustained by the weight of the evidence, he, Mr. Pease, should not be granted a divorce, but that a divorce should be granted to Mrs. Pease.

Respectfully submitted,

WILLIAM C. KRONMEYER,
Solicitor and of Counsel for the Appellant.

to put down the other side of the
 towards the right for your own
 shall be done
 The second part of the
 things that are done in the
 now I have mentioned the
 in the world of the
 with the help of the
 to be done in the
 and the other side of the
 from which we have
 a little more of the

CHAPTER II

The first part of the

M

E

h

R

e

n

l

h

u

a

R

e

a

t

c

R

R

i

New Jersey Court of Errors and Appeals

Between

FERDINAND H. PEASE,
*Petitioner-
Cross Defendant,
Respondent,*

and

BLANCHE L. PEASE,
*Defendant-
Cross Petitioner,
Appellant.*

*On Appeal
from the
Court of.
Chancery.*

Sat below:
CAMPBELL, C.
CHILD, A. M.

BRIEF FOR RESPONDENT.

The character of the appellant is revealed by her conduct on the witness stand and by her pleadings. It is a primary factor for the decision of the case.

In a case where the questions at issue concern matters of conduct toward each other of the litigating parties, especially where the parties have been living together as man and wife, an understanding as to the reliability, character and disposition of the respective parties is of primary importance in judging between them, especially where there are conflicting allegations and issues of truth.

We therefore wish first to direct the attention of the court to the conduct of the plaintiff on the witness stand and to features of her pleadings and testimony in support of those pleadings which both affect her credibility and indicate the malice of her disposition.

During appellant's direct examination she testified that she had paid debts of respondent to others than the bank (p. 182). On cross examination she refused to answer this material question put to her by counsel for respondent: "From whom did he borrow and how much" (p. 219, l. 29). She was warned by the Master that if she did not answer he would close the case and would direct counsel to cease cross examining. She was urged by her own counsel to answer the question, but persisted in her refusal. The Master then directed counsel for respondent to stop examining (pp. 219-220) and no further cross examination took place.

Her refusal to answer had a two-fold effect: it destroyed her credibility as a witness and resulted in the court being obliged to disregard her testimony.

"Witnesses" 70 C. J. 776, sec. 956, states:

"Where, on cross examination, a witness refuses to answer material questions which an honest fair-minded witness would not have declined to answer, or where he declines, on the ground that his answers would tend to criminate him, to answer pertinent questions designated to show the extent of his knowledge on the subject and also, perhaps, to test the sincerity or accuracy of his testimony, he is not a credible witness."

Lane v. First Nat'l Bank (Sup Ct. of Ore. 1929), 281 Pac. 172 was a suit to have funds in the hands of the receiver of a bank impressed with a trust in the plaintiff's favor. In commenting on the testimony of the cashier McBride, J., said:

"* * * in his deposition in this case he constantly shows a disposition to sup-

press facts which might be inimical to defendant bank, and to many of the questions propounded on cross examination, if not to most of them, he made this stereotyped answer: 'I fail to see where the above question is material and decline to answer the same.' Many of the questions were material and there were none which an honest fair-minded witness should have declined to answer. * * * He is not a credible witness."

In *Thomas v. Dower* (Sup. Ct. of Wash. 1931), 297 Pac. 1094, an action for services rendered resulted in a verdict for plaintiff. During the trial the plaintiff refused to answer certain questions on cross examination on the ground that his answers would incriminate him. After the verdict judgment *non obstante veredicto* was entered because the court concluded that, the plaintiff having refused to answer proper and material questions on cross examination, his entire testimony should be stricken or disregarded, and without this testimony there was not evidence to take the case to the jury. The action of the trial court was affirmed, the Supreme Court holding:

"The appellant, having offered himself as a witness and having given testimony to his advantage, could not thereafter assert his privilege and refuse to answer questions that were to his disadvantage. * * *

"Cross examination is a valuable right, and where a witness refuses to answer thereon questions which are proper and material subject of inquiry, in view of the testimony which he gave upon his direct examination, his entire testimony will be stricken or disregarded. (citations) The trial court properly eliminated the testimony of the appellant."

In 3 Wigmore on Evidence 85, sec. 1391, it is stated:

“Where the witness, after his examination in chief on the stand, has *refused* to submit to cross examination, the opportunity of thus probing and testing his statements has substantially failed, and his direct testimony should be struck out.”

In *Gallagher v. Gallagher* (Sup. Ct. App. Div. 1904), 87 N. Y. Supp. 343, 92 App. Div. 138, plaintiff brought an action for a separation, and the defendant, alleging adultery on plaintiff's part, counter-claimed for an absolute divorce. On the trial the defendant called the co-respondent. On cross examination the plaintiff asked the witness whether he did have intercourse with the plaintiff at the time testified to by him. The witness declined to answer; the plaintiff pressed the question and the court directed the witness to answer but the witness refused. Plaintiff moved that the witness' direct testimony upon the point involved be stricken, which motion was denied. A decree for the defendant was reversed. Houghton, J., held:

“A party has the right to cross examine a witness produced against him by his adversary, and to have an answer to pertinent questions relating to testimony given on direct examination. The penalty for a denial of this right is the rejection of the testimony given in chief.”

To the same effect are *Rutherford v. Holmes*, 66 N. Y. 368, 374; *Meyer v. Lent*, 16 Barb. (N. Y.) 538, 540; *Cumberland v. Girdner*, 192 S. W. (Ky.) 873; *McElhannon v. State*, 26 S. E. (Ga.) 501; *Sturm v. Atlantic Mutual Ins. Co.*, 63 N. Y. 77, 87; *Smith v. Griffith*, 3 Hill (N. Y.) 333, 38 Am. Dec. 639, 642; *People v. McGowan*, 251 Pac. (Cal.) 643.

Further examination was permitted to her counsel and the Master also questioned her further with regard to the subject matter of the question of respondent's counsel which she had refused to answer. Those questions brought from her certain replies as to respondent's debts to others than the Glen Ridge Trust Company and her payment of those debts, matters as to which she had testified on direct. The replies were extremely indefinite, but on one point she definitely committed herself—namely that her alleged payments of his debts were cash transactions. She replied to the Master that she sold some liberty bonds through the Glen Ridge Trust Company for \$6,800.00, which sum was deposited by the Trust Company to her account there; that she then, on May 11th, 1927, drew out \$5,000 *in cash* which she kept for some time in the house and from this cash, kept at home, she paid respondent's debts *in cash* sending payment to creditors in the West by registered mail (pp. 223-228).

The President of the Glen Ridge Trust Company testified that, on the contrary, the withdrawal of \$5,000.00 on May 11th, 1927 was by certified check to appellant's order. It thus appears that her testimony was false. It is incredible in itself, carefully guarded so that no statement could be refuted, alleging payments to people she would not name or describe, amounts she would not specify. She produced no check, receipt or letter to either check her memory or corroborate her statements. Her story is so unlikely that, without Mr. Brewer's contradiction it is evident that it was pure romancing, but with his contradiction it is manifestly plain perjury.

The falsity of appellant's testimony in the particulars specified warranted the Master in assuming her entire story to be untrue. The maxim "*falsus in uno, falsus in omnibus*" is not limited to testimony given before a jury but has been applied by the Court of Chancery in matrimonial and other causes. *Sinclair v. Sinclair* (Ct. Ch. 1898), 57 N. J. Eq. 222, was an action by a husband to have his marriage annulled on the ground that the defendant had fraudulently concealed from him the fact that she was at the time of her marriage with child by another man. The defendant denied the charge and testified that prior to her marriage, she had had no attentions from any other man than the complainant. Her denial was proved to be false, as was her statement regarding lack of attentions from other men. Her testimony was proved to be false by disinterested witnesses; and Vice-Chancellor Grey in commenting on it stated:

"* * * If she, interested to defend herself, is discredited in matters touching which a disinterested witness testifies, how can she be believed when testifying of matters which she knows lie solely in her own knowledge? I am compelled to believe that the defendant was consciously falsifying when she denied that she had received any attentions from any other man than her husband, and her credibility being thus impeached the value of her testimony on other points must be lessened accordingly. * * *

"On arriving at these conclusions on these points, the whole fabric of the defence falls to pieces. Its character is such that the failure puts the defendant in the worst possible position, because if the defence set up is false, the proffer of it and its refutation are overwhelmingly convicting. It is like a case where all the circumstances show that a man has committed a crime, except one theory and that depends upon an

alibi, which the defendant attempts to prove, and makes no other defence, and fails to sustain his *alibi*. If every other circumstance points to his having committed the crime, and he fails in his *alibi*, the conclusion is almost forced that he must be guilty.

In *Atha v. Atha*, (Ct. Ch. 1923) 94 N. J. Eq. 692, affirmed per curiam 95 N. J. Eq. 275, a witness testified that she saw the defendant and the co-respondent engage in acts of adultery. It was proved that it was a physical impossibility for the witness to have seen that which she said she saw. The court rejected her entire testimony with the following comment:

“* * * I think the maxim ‘*falsus in uno, falsus in omnibus*’ applies as to this testimony. It is a physical impossibility for this woman to have seen three-fourths of what she swore she saw. I therefore reject her testimony absolutely and shall not consider it.”

See also *Jacoby v. Jacoby*, (Ct. Ch. 1928) 6 N. J. Misc. 86.

While her testimony may be disregarded as proof or disproof of any fact, it may be examined for such knowledge as it may furnish as to her character and characteristics.

What the respondent had suffered from her in the way of vituperation and invective may be judged from the charges which she made against him in her cross petition, but which she made no pretence of proving in conformity with legal requirements.

She alleges in her cross petition that he told her of his affairs with other women; that he had had and was continuing to have intimate sex relations with other women during the period of their marriage; that he was afflicted with an in-

fectious venereal disease; that this was confirmed by a doctor in Montclair (who had since died); that he must have contracted the disease from his relations with other women; that he confessed an infatuation for his stenographer; that he was careless and improvident; that she paid off \$10,000. of his old debts; that he took cash and bonds belonging to her.

She thus spread on a public record charges which, if true, would lose him the respect of every decent person, man or woman. Her testimony in support of these charges is fantastic. Her statement was (as to the stenographer) that he told her that he was infatuated with his stenographer and had been intimate with her—several times (pp. 178-179)—that she was so shocked she lost her baby. The reason she gives for so fatuous a confession was that he was sick and his conscience troubled him. She testified that he took \$10,000. in liberty bonds, which belonged to her (coupon bonds which she kept in a black tin box in a closet) and that he told her he spent the money on various women (p. 190); that he stole money from her desk (p. 190); that in 1920-1921 Dr. Ringland, the family doctor, forbade him to come near her as he had some kind of infectious disease (p. 205); that he was under treatment for it; that he admitted he got it because he went with various women during the years that they were married (p. 206); that in 1925 he again admitted that he was infected (p. 206).

Now as to all this monstrous story there is not one word of corroboration, and her testimony cannot, therefore, be considered.

The burden of corroboration rested as heavily in this case upon the defendant-appellant who pleaded as a bar to petitioner's right to relief his

alleged cruel treatment of her, as upon the petitioner.

Rogers v. Rogers (Ct. of Er. & Ap. 1913), 81 N. J. Eq. 479, was a suit by a husband for divorce on the ground of desertion. The wife denied the desertion and alleged that she was willing to return to petitioner provided he would cease his cruel treatment of her. The evidence disclosed that the parties had had repeated quarrels about money matters, that defendant left petitioner and agreed to return only upon condition that she have \$30.00 per month to run the house, and that they occupy separate rooms. Defendant refused to occupy the same room because she suspected petitioner of having venereal disease. It was proved that defendant deserted petitioner; but she sought to justify her desertion by alleging cruel treatment. Chancellor Walker held:

“Assuming that the charge of cruelty in the defendant’s answer is sufficiently pleaded and that the pleader intends to charge the extreme cruelty which is a cause for divorce * * * still it is not proved, that is the facts testified in support of the allegation do not in and of themselves constitute extreme cruelty. But even if they did, being an affirmative defense, the burden of proving it would be upon the defendant, and, as it amounts to a matrimonial offence pleaded in bar of a suit for divorce, it would have to be supported by corroborating evidence, the same as though it were made the basis of an application for divorce * * * .”

“So far as the question of venereal disease is concerned, the wife only suspected it and did not accuse her husband of it, much less prove it. Therefore, no fact is presented which makes a case of extreme cruelty visited by the husband upon the wife through sexual intercourse while he was so afflicted * * * .”

In *Letts v. Letts*, (Ct. of Er. & Ap. 1911) 79 N. J. Eq. 630, 632, Mr. Justice Kalisch said:

“The testimony required to bar a petitioner’s right to relief in a suit for divorce must reach that degree of proof which is required to establish a matrimonial offence which would have entitled a defendant to affirmative relief, if it had been asked for.”

Nor is there anything in the whole case to make her story credible. On the contrary, we find her writing to him as late as the summer of 1927 in terms of cordiality and affection (Ex. P. 2, p. 261; Ex. P. 3, p. 265; Ex. P. 4, p. 269). That any woman could still have affection for or even tolerate a man so vile, so recreant to his obligations as husband and father, is just unbelievable.

She must have known when she so pleaded and when she so testified that she could not furnish corroboration; that she could not prove what she alleged; that it was all false, and the only motive she could have had was to humiliate and injure him. Her allegations were not only false but malicious and plainly indicative of the abusive, scurrilous language which she used in her quarrels with him and of her willingness to destroy his reputation even with his children.

Such was the conduct and character which the appellant exhibited before the Advisory Master.

Reviewing this aspect of the case the Master said:

“The whole conduct of the defendant prior to the execution of this agreement and even down to and including the trial, indicated that it was her desire to villify and defame the petitioner. She charged him with the theft of \$10,000.00 worth of Liberty bonds from her, with having a venereal disease on two different occasions; neither of these charges were in the slightest degree corro-

borated. On the witness stand the petitioner repeated these vile and I believe untrue statements. It is significant that in the letter which she wrote to the petitioner's father in the year 1927, and in which she poured forth apparently all the grievances that she had against the petitioner, she mentioned neither the venereal diseases nor the fact that he had stolen the Liberty bonds. On the witness stand, the defendant testified that in 1923 the petitioner owed an amount in excess of \$5,000.00 to friends for money borrowed, and that she herself had gotten the money to settle these debts from her own money, and that she had sold bonds in order to do so, and specifically she stated that she had withdrawn \$5,000 in cash on May 11th, 1927, from the Glenridge Trust Company and had used this money to pay some of the persons to whom the petitioner was indebted. She refused to answer questions put to her by this Court, and by her own counsel, in which she was asked the names of the persons that she paid this money to. Her statement that she withdrew this \$5,000.00 in cash was deliberately false; was done with the intention of deceiving the Court. It was proved by an officer of the bank from which the withdrawal was made that the withdrawal was in the form of a certified check and not cash" (pp. 341-342).

By contrast the testimony of the respondent was corroborated in all important particulars; the marriage by his father; his residence by his landlady, Mrs. Madison; the incidents from the beginning of the trouble between the parties about 1919 to the filing of the petition in 1932 are corroborated generally by the letters, by bank statements, by salary checks of New York Life Insurance Co., by the original and renewal notes to the Glen Ridge Trust Company and checks in payment from account of respondent by Mr. King, his friend and attorney, by Mr. Cooke, his

superior officer, by Dr. Cattnach and by Mrs. Madison as to the offer to provide for his family and make a home in Montclair in October 1930 and by the admission of the appellant that she called Mrs. Madison to verify his statement that he had engaged accommodations for the family.

Respondent is a lawyer, holding a responsible position in the legal department of a well known insurance company. He has been there for more than ten years, with salary increases from time to time. His superior appeared voluntarily and testified for him; no statement of his was refuted nor seriously denied except by the appellant.

No word of any person has been spoken or quoted, excepting only this woman, to indicate that the respondent is other than a man of high personal honor and moral rectitude and a kind husband and father.

The Master believed his story. He was convinced that the respondent told the truth and we submit that the Master was amply justified in that conviction.

The rule requiring corroboration is satisfied when the attending proof satisfies the Chancellor that the petitioner's testimony on the whole is true. *Young v. Young* (N. J. Ct. Ch. 1922), 126 Atl. 467 (not officially reported).

Surrounding circumstances can furnish the corroboration which the law requires. In *Burke v. Burke* (Ct. of E. & A.), 113 N. J. Eq. 77, 80, this court held:

“Where the testimony of the petitioner in a divorce case makes out a case of extreme cruelty, the rule of corroboration only requires that belief in its truthfulness must find support in the testimony of others, or of surrounding circumstances. If certain

acts of cruelty are corroborated, it is fair to assume that the uncontradicted testimony of the petitioner of other acts of cruelty, for which corroboration is lacking, is true."

In accord are *Feybush v. Feybush*, 110 N. J. Eq. 358, and *Wallace v. Wallace*, 112 N. J. Eq. 282.

The Court of Errors and Appeals in *Haskell v. Haskell*, 99 N. J. Eq. 399, 403, said, quoting from *Robinson v. Robinson*, 83 N. J. Eq. 150, affirmed in 84 N. J. Eq. 201:

"Surrounding circumstances, adequately established, may be of a nature to fully supply the office of corroboration which the law requires in matrimonial cases."

Letters of the parties may supply the necessary corroboration. In *Foote v. Foote* (Ct. of E. & A. 1906) 71 N. J. Eq. 273, it appeared that the petitioner had written several letters to the defendant husband who had deserted her. The letters were received in evidence and the court held that they, together with defendant's letters and the surrounding circumstances, supplied sufficient corroboration. Vroom, *J.*, stated:

"If the circumstances of the case, as shown by the expressions and conduct of the defendant, together with the letters of the parties, all corroborate the testimony of the complainant, the case is complete."

In *Orcutt v. Orcutt* (Ct. Ch. 1923) 94 N. J. Eq. 303, Vice-Chancellor Backes said:

"Corroboration means that the chancellor must be satisfied that petitioner's testimony is true from what others say, be it immediate verification or of supporting circumstances.

* * * Letters of the defendant evincing desertion, proved by the petitioner, and the surrounding circumstances adequately established, meet this test."

The appellant claims that the Master relied upon the respondent's statements and rejected appellant's statements, but the Master was justified, by her conduct on the witness stand in doubting her credibility, and was justified in believing that the history of the case as given by the respondent was true. That history follows:

The final break was the result of earlier causes tending to destroy the matrimonial status and cumulative in effect.

The marriage of the parties occurred October 29, 1912, in New York City, where the parties continued to reside until 1915, when they moved to Glen Ridge, N. J. They resided there until 1919; then moved to Montclair, N. J., where they resided until 1928; and then moved to New York City, where they resided until October 11, 1930 (pp. 57, 58 and p. 160).

Two children were born; one, William H., on May 7, 1916, and the other, Elinor F., on October 24, 1919.

Petitioner is a lawyer and in 1921 formed a partnership with one Mason to practice law in New York City. This partnership continued from the Fall of 1921 until the end of 1922. Petitioner remained in the same office with his former partner until February of 1923 and at that time secured a position with the New York Life Insurance Company as assistant counsel, in which position he has remained ever since (pp. 58-60).

The partnership venture did not prove immediately profitable. Petitioner's earnings were enough only to carry his business overhead and he borrowed to take care of his living expenses. These borrowings were \$5,000 total (but in

separate loans) from the Glen Ridge Trust Company and \$1,500 on an insurance policy. Previous to borrowing from the bank he had borrowed a small amount from one of his friends, one Bill Nye (p. 59; pp. 245-247), which he paid off when he got the larger loan. The loans at the bank have been paid off—\$3,715 having been paid by Mr. Pease out of his salary previous to turning his entire salary over to his wife, as hereinafter stated, and the balance by her out of his income placed in her hands (p. 59; p. 246, Ex. P. 58). The loan on the policy has never been paid (p. 59).

The first serious quarrel was in the Summer of 1922 and arose from her jealousy over his stenographer. He had admitted that there was some flirtation in the office and that he liked the girl, but Mrs. Pease charged him with worse and at her request he agreed to discharge the girl (pp. 59-60).

His salary with the New York Life was \$8,400 up to 1925 when it was raised to \$10,000; in 1926 it was raised to \$11,000; and in 1929 to \$11,500, at which figure it remained until 1933, when it was cut to about \$10,600 and in 1934 was raised again to \$11,040 (p. 60).

After petitioner was assured of a definite salary he began making payments on his notes and was carrying a large amount of life insurance, which resulted in there not being much left for living expenses (p. 61). Mrs. Pease felt that very keenly and blamed him about the loans contracted because of his venture into the practice of law, of which she had disapproved; was continually nagging him regarding the shortage in money; and accused him of spending his salary on other women. To placate her, in 1923, he

began to turn over to her practically the balance that was left after paying the regular family bills (p. 61).

In 1924 he turned over increasing amounts until November of that year when, at her insistence, he turned over all his salary to her each pay day and from that time on she controlled it, with brief periods of exception, until September, 1930. He, himself, spent from \$5 to \$15 a week which she doled out in small installments, as will hereafter appear (p. 61).

About 1925 Mrs. Pease had become interested in a spiritualistic medium, Mrs. Cook, and there was trouble over medical treatment for the daughter (p. 62). Mrs. Pease's interest in spiritualism and in the spiritualist led to a violent quarrel in February, 1925. A few months later he showed his wife an account in the paper of the conviction of the spiritualist and discussed it with her and she threatened that she would stand with the spiritualist against him (p. 63).

In February, 1926, the notes in the Glen Ridge Trust Company had been all or nearly all paid off (p. 64, Ex. P. 58); his salary had been increased to \$11,000; he became sick and tired, as he said, of the small amount of money at his disposal and told his wife he was willing to have a joint account, but was not willing to have her continue to handle all of the funds. From time to time she threatened she would not live with him unless she controlled his salary completely as she had done and, in the course of the quarrel which followed, insisted that he only got his jobs because of her spirit guides (p. 64).

The Summer vacations up to 1926, with one exception, had been spent with his parents in Vermont.

In 1926 Mrs. Pease made arrangements to go to a place on Cape Cod, which petitioner found was in close proximity to the Summer place of the spiritualistic medium (p. 65). He had become much disturbed regarding the control the medium was exercising over Mrs. Pease and the children and quarrels resulted over this and there was a growing hostility between them (p. 65).

In the Summer of 1927 Mrs. Pease again went to Cape Cod and stayed at the medium's home against his strenuous objection (p. 65). While there, in the Summer of 1927, she wrote him the letters introduced in evidence, Exhibits P. 1, P. 2, P. 3, P. 4 and P. 5. These letters are addressed and conclude in terms of affection. She thanks him for all the letters and for presents and in one, postmarked July 14th, she (significantly in view of what followed) urged him to spend as much time as possible with his parents because they were so glad to see him and he was so fond of them (pp. 66-67).

In a letter postmarked July 23rd she says:

"I really prefer that you do not come down here again even for the day. I am with you ten months in the year and I think I have a right to spend my vacation the way I choose to." (Ex. P. 4.)

In a letter postmarked August 13th (Ex. P. 5) she scolds him about the amount he is spending for meals, saying, that with his invitations to dinner and dinners at the New York Life he ought to be able to save up for a show; that even two meals a day ought not to cost more than \$15 a week. At this time he was in receipt of a salary of \$11,500 a year, and her allowance to him out of that salary was \$15 per week. She

was away at the seashore. He was home working and living alone.

In November, 1927, Mrs. Pease stated she would not live in Montclair any longer and that they must move away. He was determined not to go (p. 68). She said that if he did not she would write a letter to his father and to the pastor of his church in Montclair showing up the way he treated the family. When he said that if she loved him she would not do it, she replied that she had never loved him and had only married him to have a home and he could get out (p. 69).

His salary was paid on the 15th and 30th of each month. The controversy was pending when his mid-November check came and he did not turn it over to her but deposited it in his own bank (p. 69). On the 19th she wrote Exhibit P. 6 to his father. That letter is the following:

92 Willowdale Ave.,
Montclair, N. J.
November 19th, 1927.

Dear Dad:

For *five years* I have kept silent about the real cause of the trouble between Ferd and me but now I feel that you ought to know the *real truth* which he has never told you. He has lied to you about everything as he has to me for many years—Not only that but he puts himself on a very low plane by trying to belittle me before everyone, telling everyone at his church, all the neighbors and people here and everywhere else—also my parents as well as his that *Spiritualism* is the cause of the trouble between us—The real *Truth is that five years ago* up at Cedar Beach—the summer he had the mumps and I was so ill—he confessed to me his *infatuation for his stenographer!* She was working at Hunt, Hill & Betz the time he was there and he and Pit Mason *hired this same*

stenographer to go with them when they opened their office together—so you see how long this affair had been going on! It was a *Terrible shock* to me, as you can imagine, and you know the result—he made me lose my baby!

Naturally I was a changed woman from that moment. I had always respected and trusted Ferd but my eyes were opened wide and I realized that I could *never* trust him again.

You know I have always been a good wife to Ferd. I have never cared or run around with other men and I have *never* neglected my children. I have done everything in my power to help Ferd in every way when he was so hard up and have ever since I married him.

I have never told a soul about this not even my own parents. What he has made me suffer, no one knows.

Awhile ago you wrote him—for my benefit—that “ten weeks was a long time to be homeless” but let me tell you that *ten months* is a h—— of a long time to live with *your son!*

I don't see that you all even want him in your home for even a week unless he hands you out a lot of money—That is how much you all care for him!

When Ferd married me, he took upon himself a responsibility and it is his duty to support the children and me and *educate* his children. Every year I have been married he has sent you money and let his wife and children go without. That is true love—isn't it? He doesn't know the meaning of the word—“*Love*”—

Why you should expect your children to hand over money to you when you have *much* more money in the bank than we have and a great deal of property besides—I fail to see—

You knew Ferd and I had very little to live on when we were first married and for

many years afterward and yet you kept on writing and expecting him to hand out money to you even when I was in the hospital— When we were hard up and when he landed a \$7,000 *debt* on my shoulders, I didn't notice any offer from you to help us out!

God gave you all a wonderful opportunity in giving you so much money years ago and if you had taken care of it the way you should have you would have been the wealthiest people in Vermont today.

I finished paying Ferd's debt only last year and now I am trying my best to save enough to educate the children. If I don't who is going to? Certainly not you or anyone else—I don't intend to have Ferd hand it out to you when you don't need it. If he continues to do it, I shall leave him and never go back to him for I have stood all I am going to from him. If he behaves himself I will live with him for the children's sake and that is all—

He has done everything he could to try and crush my Truth in every way possible but I want you to know that *if it weren't for my Truth, I wouldn't be living with your son Today—!*

Everyone has a right to develop their own soul the way they choose—I have never interfered with his religion (?) and I do not intend that he or anyone else shall interfere with my Truth which is very sacred to me. If I told you all the mean, contemptible things he has done to me, you would see things with different eyes—Maybe—Someday you will and then I am sure that you won't have such a good opinion of your son.

Blanche—''

There was apparently no previous hostility toward his father or mother on her part. The incident in regard to his stenographer which he talked over with her in 1922 was then five years past and there is no indication from any previous correspondence that it had remained a cause of

friction between them. The affection and friendliness which she showed in previous letters, except when differing on some particular instance, indicates that all her talk in this letter of August 13th about the unhappiness of her life was pure fabrication. The letter was intended to bring him under her domination and has no other excuse or explanation, except malice. It might cause lasting sorrow to the father,—against whom she had no real grievance—if believed by him. It could not benefit her, except as it might coerce Mr. Pease. The charges against him, more in their implication than in actual statement, were as unpardonable as they were false. The last part of the letter consisting of abuse of the parents is no more explicable than the first part, except as it may be explained by her ungovernable aptitude for malice; having set her pen to the business of abusing her husband, she turns from him to them and takes out on them the ill temper which she had worked up against her husband. Its chief significance is the insight which it gives into her character, to the lengths she would go to vent her spite and to completely dominate her husband. It is also significant because of the effect on him. When later their relations became more strained and she threatened to go to his superiors with stories which she said would cause him to lose his position, he had reason to believe that she was capable of doing it.

Mr. Pease continued to keep control of his own salary until early in January, 1928, when he again turned it all over to her because she threatened she wouldn't live with him any longer unless she did control his income and because she promised that she would be more friendly with him if he gave it all to her. He hoped that it would bring harmony between them (p. 73) so he gave her

the balance that he had in the bank and the checks thereafter.

From November, 1927, until the Christmas holidays the relations were as bitter as possible, but a reconciliation followed in January on his giving up control of his income (p. 73).

In June, 1928, she insisted on going to New York to an apartment which at that time was leased by the medium Mrs. Cook. Mrs. Cook had a nervous breakdown and wanted to move to Florida and get rid of this lease (pp. 74 and 194). Mr. Pease opposed moving, but Mrs. Pease insisted and after a good deal of objection he yielded again to appease her and to maintain a continuance of the family relation. He was opposed to it on account of the large rent and on account of schools for the children. He liked Montclair; had his friends and church there; did not want his children to grow up in New York; nevertheless he went (p. 74).

It was in June, 1928, that he agreed to the plan and after that Mrs. Pease again went to Cape Cod to Mrs. Cook's house for the Summer. From there she wrote the letters Exhibits P. 7, P. 8, P. 9 and P. 10. In one (Ex. P. 9) she tells him not to borrow any money again because she won't pay it; tells him what of his bills she will pay and directs him as to various errands which he is to attend to.

In a letter postmarked August 25th, 1928 (Ex. P. 8) she abuses him outrageously for something which he has done (the offense not being very clear) in making inquiries about the apartment.

In a letter of the 28th (Ex. P. 7) she gives him minute directions as to cleaning the apartment and fixings. That this menial job should have

been put on him in her absence instead of being attended to by her or under her direction shows the extent to which he had become subservient to her most humiliating demands and the extent of her wish to dominate and use him.

Following her return and through the Fall and Winter, what, with the novelty and business of getting settled, getting the children started in school, etc., their relations were not unhappy (p. 78), but in the Spring of 1929, at the breakfast table one morning, she accused him in the presence of the children of running around with other women and said that they knew about it. When he told them that she did not believe what she was saying, she threw a glass of water in his face (p. 78).

In the Summer of 1929 she again went to Mrs. Cook's at Cape Cod and refused to let him come down and see her (pp. 78-79). In June he had asked whether he was going to be allowed to come down and she refused to have him, ostensibly because of the way he treated Mrs. Cook. He did not go down (p. 79).

While there she wrote him two letters (Ex. P. 11 and Ex. P. 12) which are significant principally because they are self-revealing, showing both her ignorance and her inflexible will.

The Fall of 1929 was one of increasing hostility, but there was no specific event showing that, until about March, 1930, when a quarrel arose, starting with his talk with his son about going to the Y. M. C. A. Camp. At that time Mrs. Pease said she was getting discouraged and *thought of having a separate home and letting the children choose between them and taking half the salary.* This is significant because it was just at that time that Mrs. Cook bought the house in

Florida, 355 Marlboro Road, West Palm Beach, to which Mrs. Pease went in September of 1932 and where she has since resided (pp. 80-81).

In the same Spring they had further disputes; one arising out of her unusual conduct in regard to the census taker and another in regard to statements in respect to operation she claimed to have undergone (p. 81).

This was in April, 1930, and at that time Mr. Pease told her that he would not continue any longer to give her his salary. She then threatened that unless he did so she would go to his firm and make trouble and later that she had three propositions to make; one was to go on as before, handling all of his salary; second to separate and take half of his salary and let the children choose between them and third to go to the office and raise a rumpus (p. 82).

In the quarrel in March, in the presence of the son, she accused him of being unfaithful to her and running around with other women (p. 82).

Her hostility was so great that he decided he must give her back the checks which he had withheld in April. He did so in June. He asked her then if she was going to Mrs. Cook's for the Summer and if he might come down and she said, "You may not" and in the presence of his son again charged him with running around with other women. She then moved into the daughter's room and stayed there until she went away (p. 82).

After their April quarrel for several meals she refused to let him come to the table (p. 82).

After she left he received the letter dated July 18, 1930 (Ex. P. 13). This letter is normal for her; shows no special hostility, but directs him

explicitly about how he is to turn over to her his salary for the current month.

In the meantime he had been pondering the situation and early in August wrote to her attempting a reconciliation. In it he said that he hoped she was better after her rest; that the events of the Winter and Spring could not go on longer; that he had sacrificed everything to hold the family together; had given her all the money; given her control of the insurance; moved away from his friends; that he could not do any more; that they had two fine children and that he wished she would do her part to hold the home together for the sake of the children. Her reply to that, which followed, refers to something else which he said, but which he did not state in his testimony (p. 84). He had evidently told her that he had tried his best to please her, and that was the text for her reply. That reply follows:

“Monday.

Dear Ferd.

Your registered letter reached me safely with currency enclosed for which I thank you.

Now in regard to what you say about how hard you try to please me and ‘how much you subordinate your personal wishes to mine in all our plans’, let me tell you that I think you are crazy if you think for one moment that you can cram any such rot down my throat. I know you too well and have lived with you too many years and never in all the years I have been married to you has my happiness concerned you in the least.

If it had. You never would have handed out all the money you did to your parents—even when I was in the hospital—and let Billy, Elinor and me go without proper food, clothing, etc—

No doubt you were trying to please me when you were immoral with other women & were handing out money to them too!

For many years I did nothing but slave and work myself to the bone for you and your people & so-called friends and what thanks did I get? *Just insults!* I know darn well you'd be just tickled to death if I'd continue to slave and cook my head off for your d— bunch. That's how much you *consider me and my happiness!* But I won't be a tool for you or cheapen myself for you or anyone else. How long do you think your little salary would last if you tried to entertain Mr. Kingsley's son, Mr. & Mrs. Cook & many others in your company & if you did all you are crazy to do for them, what good would it do you? They'd just laugh at you & think a darn sight less of you than they do now.

As for Roy Lincoln, you must remember that his parents left him considerable money which enabled him to do many things you couldn't do. Ever since I married you yours have done nothing but try to see how much they can bleed you. I know darn well you are peeved all the time because you can't hand out as much as you'd like to to them—no matter how much you had, you'd give them *plenty* but you'd *never* save *one cent* for the children & you'd let us go without. That is how much you love (?) the children and me! You could *never* make me believe that you have ever loved the children and me—You don't even know the meaning of the word—*Love*—You are too much of a d—rattle-snake and a hypocrite and all you think about is yourself, your people, your so-called friends—your bills. Your wife and children & their happiness & welfare do not concern you in the least.

Look how you have lied about me & talked behind my back to every Tom, Dick & Harry, & how you have tried to humiliate me every chance you get. And even go so far as to

try & get the boys in the Lobby to spy on me! You old cheap-skate Don't you suppose they all see through you, even your so-called friends? They know I have never done anything wrong, and they also know I have never said one word to them about you or my personal affairs—I wouldn't put myself on such a *cheap* plane as you do for I know it would never bring me any blessings if I did. Furthermore, not one of them care a fig about you except what they can get out of you and I guess Florence and Roy have realized more than ever lately that no one cares about them either now that they are down and out & living in one room in the attic. When you were in the same boat, did your people and friends stand by you & offer to help you? Not much Your wife—whom you had always ill-treated was the *only one* who did—and you know it!!

You know as well as I how I did my best to push you ahead in every law office you've been in and I can tell you that if it were not for my faith in God and my Loved Ones in The Spirit World and my prayers, you wouldn't be holding the job you have today—

You ought to have at least \$15,000 a year & you would have that much if you did not act so weak & mushy around Cooke. He doesn't give a darn about your getting ahead. He's as jealous of you & everyone & is doing his best to hold you back. If you'd talk up to him the way I told you to do and let him know that if he doesn't intend doing anything about a raise for you that you'd go over his head, he'd soon take notice & get busy.

As he is now, he just feels he has you under his thumb—you can't slobber over that man & expect to get ahead. You could entertain him every night in the week, and his wife too, but they'd think less & less of you for doing it.

As for my friends (And do you ever give me credit for knowing refined people when I see them?) Have you ever tried to act like

a gentleman & be courteous to anyone I have ever cared for? Have you been happy to have them in my home? *No you never have not one of them!* You have done nothing but insult them right & left & tell me how you hate them. That too shows how much you love (?) me and how much you care about my happiness. What have they ever done to you to make you feel the way you do toward them.

Have you ever appreciated the fact that Elinor and I could spend so many wonderful summers here in this beautiful home with such refined people? No, you never have—you'd rather have us stay in some buggy little rooms elsewhere. That's how much you care for either of us and you'd like to come and spend your vacation & gossip with hotel managers, servants & what nots—What a grand, restful, happy vacation that would be!

I am trying my utmost to save every penny I can to educate the children and I shall always do my best by them as I have always done in the past.

As long as you are so unhappy about everything I do, why do you live with me? I am not asking you to remain under the same roof with me as long as you feel the way you do about everything. I am perfectly willing at any time for you to give me one check and you take the other—then you may live the life you wish to anywhere you choose and I will do the same. The children can choose between us and if they wish to go with you, that is up to them. I have done my best by them and you—too, and I am very sure nine women out of ten would have left you years ago if you had treated them the way you have me.

You say 'we only have one life to live and that is short.' If that is what your church teaches you and you wish to believe that way, that is up to you. My truth has taught me that we live many lives and that we begin 'Over There' just where we leave off here—

Therefore, it is up to each one of us to progress here as much as we can and that is what I am endeavoring to do, regardless of what you may say or think.

I am very glad your letter has given me the opportunity to write you just how I feel about things and I am sure that God does not blame me for feeling the way I do because he knows I have tried to be faithful all these years and have done my best—

B.”

Postmarked: Point Independence—August 18, 1930.

Referring to this letter the Master said:

“In this letter she invites if she does not demand a separation” (p. 339).

This letter, so full of venom, contempt and maliciously false accusations brought Mr. Pease to a decision which he should have taken long before, namely, to end the matrimonial servitude to which he had been subjected for so long, which resulted only in making their life unbearable, and attempt to reconstruct the family life by assuming his natural position as head of the family. This decision he communicated to her by his letter of August 26th. His letter reads:

“Dear Blanche:

I received your letter last Tuesday. This matter cannot be settled by correspondence. A few things however, are clear, and I have made a definite decision about them. I shall take charge of my money, and will not deposit my salary checks in your account. I will not tolerate any further interference by others, and I will not submit to any further humiliation of any sort. What you decide to do is your responsibility. I feel the need of a rest and shall go to Cedar Beach for the weekend. Please let me know your plans and when you will be home.

I deposited \$369.16 for you on the 16th.”

In the meantime, before receiving his letter, she wrote the letter of August 25th (Ex. P. 15) apparently entirely oblivious of the effect of the unbearable, contemptuous and hateful attitude of her letter of the 18th. Her letter reads as follows:

“Monday

Dear Ferd:—

Billy asked me if he might spend next weekend at Cedar Beach and I wrote him to do as he wished about it.

I think he'd rather do that than come home on the 29th—You'd better write & ask your mother if it is convenient for him to be there over Labor Day. I told Billy to ask her how much she wanted for the time he is there & that I would send her a check when I get home. I sent Billy a check for Mr. McG. & extra for his expenses.

Elinor & I will remain here until *Tuesday Sept 2nd* and then Mr. Cook will drive us up to N. Y. in his car—also Helen—and Helen will be with us for a few days.

You'd better phone the *French Window Cleaning Co.* as soon as you receive this & have them *send Martin*, if possible, to wash all the windows (except the one in the store room)—12 in all. They ask 25c each. Have him empty water in your bath room so that he won't mess up two— Give him newspapers to put under his pail & ask him to be careful. I should think next Saturday would be a good time or some evening after you get home before it is dark. They take about 1 hr. & a half or two to do them.

I enclose your check & enough to cover for washing windows & errands at stores.

Please take Billy's sheets & Pillow case—also towels in both bathrooms & mat to laundry as soon as possible. Try & clean up the apartment *good* Labor Day night & dust & mop better than you did last year please—There are plenty of dusters in the second

drawer in the kitchen & don't expect to do a good job with just 2 dusters I use at least 10.

If Billy should come home on the 29th—he can help you and be sure and scrub up kitchen & bathrooms *good*. *If I knew of a good woman*, I'd have her do it, but good ones are far & few between these days. Please also wash off *top* of refrigerator & the shelf in pantry & kitchen.

I have sent Billy quite a number of stamps & guess there are a few good ones among them.

I'm glad he has won so many merit badges & hope he'll also win the Cup. Expect they'll all eat their heads off at the banquet.

It has been quite cold here lately & we've had some rain but E. & I have been in swimming nearly every day all summer—

Don't wait dinner for us next Tuesday as I don't know when we will reach N. Y. and we will probably have our dinner somewhere on the road—We might not get home until late.

Elinor is fine—

As Ever.

B.

Don't forget to dust under radiators!"

Envelope postmarked: "Point Independence Mass. Aug. 25 5 PM 1930"

As the Master said (p. 340):

"This letter is so extraordinary in its arrogance as to be almost unbelievable. She directs the petitioner to do the most menial housework in an apartment which she caused him to rent at \$4,000 a year. Doubtless she believed that he would again supinely yield as he had on previous occasions. In this she was mistaken; 'the worm had turned,' to use the petitioner's own words to the defendant. Following this, she again suggested a divorce and told him he could only eat in his own house if he paid her \$100.00 a week and

threatened that unless the petitioner turned over his entire salary to her, she would see that he lost his position."

Undoubtedly when she received his letter of the 26th she had a shock and set out for home. She was there on the morning of September 2nd prepared for battle (p. 92). A controversy immediately arose over the checks; she refused to live with him and said she would not live with him unless he gave her the checks; she refused to prepare his meals and threatened to go to the officers of his company and see to it that he had no job and no checks unless he gave them to her (pp. 92-93). As a matter of fact she did not prepare his meals and from that time on he did not have a meal in the house until he left on October 11th.

On the 3rd she went to a mutual friend, an attorney, Mr. King and made some "unprintable" charges against Mr. Pease; she told Mr. King that she was leaving Mr. Pease; that her children did not have proper clothing and proper food (which would have been her fault, if true, because she had had control of the checks up to that time) and that the only way she would live with Mr. Pease or have anything to do with him was to have half his income. Mr. King asked her if the difficulty could not be ironed out and she said, "no, it is too late. All I want is to see that I get one-half of his income." She wanted him to communicate her demands to Mr. Pease (p. 142).

On the 4th Mr. Pease in turn went to Mr. King. Mr. King described him as being then in a terribly nervous condition (p. 143).

On the 5th Mrs. Pease called Mr. King or he called her and she gave him a bawling out; told him she had come down only to smoke him out

and that it was no use trying to change her mind; that he could be "Ferd's" lawyer, but not hers; and that unless her demands were met she would go right down to the officers of his company and tell them everything and that she didn't care whether he lost his job or not (pp. 140-141).

DESERTION.

The refusal of appellant to acquiesce in respondent's choice of a home and to accompany him constituted actual desertion.

From the time of appellant's return to New York she was defiant, hostile and determined to have her way with him. They were at "swords points" (p. 92, l. 28).

About a week later Mr. Pease, following up his plan to take charge of the family affairs, determined that they should go back to Montclair to live; he had never wanted to move to New York; his voting residence, church and friends were in Montclair and he no doubt hoped that if they could return to a different environment and one where they had once been happy, he might bring her to a sense of what was right and proper and her duty and save the situation (p. 37).

Following that idea he tried to let the New York flat and went to Montclair to see about arrangements there (p. 37). He told Mrs. Pease he had determined to go and wanted her and the children to go with him. He said that he intended to control the family affairs and that they were not going to stay in New York any longer (pp. 93-94). Mrs. Pease said she would not go, but later said that she would go if he got an apartment in Montclair of equal luxury with

their New York apartment. He couldn't afford an apartment at that time until the New York apartment was rented (p. 94). She was then not allowing him to eat in his own home and she refused to allow the agent to show the apartment for rent (p. 94). Not at any time did she mention her letter of August 18th, nor anything in it, nor express any wish for a reconciliation (p. 95).

On October 8th he told her that he had engaged temporary rooms at Mrs. Madison's, 129 Lincoln avenue, Montclair, which was near their old home, and wanted her and the children to go with him on Saturday, the 11th. Her only reply was to tell him that she would let the lawyers discuss that (p. 95).

On the same day he asked her for his insurance policies, which she refused to give him, and then accusing him of having broken into her closet and desk and bureau and stolen from her (pp. 95-96).

On October 11th he again asked her if she was going to Montclair with him and she replied "No" and the children also refused and when he asked his son she locked the door where his son's clothes were and put the key in her pocket and prevented him from going. Mr. Pease then went to Montclair and took up his residence at the place he had engaged (p. 96).

Mrs. Pease called up Mrs. Madison to inquire about the rooms and, according to her own story, went out to look at them on the following Monday (pp. 161, 162 and 197-198).

That Mr. Pease had the right to select the place of residence is unquestioned; that he exercised that right when he determined to and did move to Montclair is unquestioned; that Mrs.

Pease refused to go with him and prevented his children from going is also unquestioned; she attempts to justify her refusal on the inadequacy of arrangements made by him. That is subterfuge. The arrangements were temporary. He promised to rent an apartment as soon as he sublet the New York apartment; she refused to let him do that; even refused to let it be shown to prospective sub-tenants. He could not afford to pay rent on two apartments and told her so; the rent on the New York apartment was beyond what any family of his income should pay as it was. Unquestionably she was determined not to go to Montclair and was resisting and did resist everything he did to that end.

It was her duty to follow her husband's change of domicile. By her refusal she became guilty of desertion, which became a ground for divorce when it was willfully and obstinately continued for two years.

Purnell v. Purnell (E. & A. 1908), 70 Atl. 187 (not officially reported), was a suit by a husband for divorce on the ground of desertion. He had provided a home for his wife at Pine Brook, New Jersey, but she declined to go there, preferring to live in New York. Petitioner wrote to her stating that he was willing to support her only at the home he had provided. Some months after his note the defendant appeared at petitioner's home with her mother and child. She testified that she went there to live but petitioner, whom the court believed, stated that she came to his house only to ask him for money. In advising a decree for divorce, Vice-Chancellor Stevenson, whose opinion was adopted by the Court of Errors, held:

“She had * * * willfully and obstinately remained away from the home which

her husband provided for her * * * my mind rested very firmly upon the conclusion that this wife was guilty of gross misconduct — an entirely inexcusable violation of her duty to her husband—in remaining away from him. She undertook to dictate their mode of life, to say where they should live, and to compel him to come to her, when it was her duty to go to him * * *.”

In *Symon v. Symon* (Ct. Ch.), 94 N. J. Eq. 353, it appeared that after they were married the parties took up their abode with the parents of the defendant wife. Difficulties between petitioner and defendant resulted from petitioner's desire to establish an independent home. Petitioner was to all intents and purposes expelled from the home of his father-in-law with the consent of the defendant, she testifying that she told her father to take petitioner's house key away from him. Petitioner thereafter wrote to his wife that he had established a home for her and asked her to come with him, but she refused. The husband was granted a decree of divorce.

In *Hunt v. Hunt* (Ct. Ch. 1878), 29 N. J. Eq. 96, Chancellor Runyon said:

“Her (defendant's) husband had a right to choose the place at which they were to reside. He selected the City of New York. She was unwilling to go there, and preferred to live in Wisconsin. It was her duty to live with her husband in the place which he so designated, and when she refused to do so, it was, in law, a desertion.”

See also, *Lucca v. Lucca* (Ct. Ch. 1925), 3 N. J. Misc. 287.

The incident without the background might not appear so conclusive, but this decisive step had come after years of increasing dominance on

her part and subservience on his part until his condition was that of abject matrimonial servility. He submitted to this to save his home and have peace. He did not get it. She rewarded him with frequent and false accusations of dishonorable and vile conduct, sometimes even in the presence of his children, and harrassed him with threats to carry her false accusations to his employers so that he would lose his position. He had good reason to believe that she would go to that length if necessary to secure her end. Her letter to his father in July, 1927, was convincing evidence. She, herself, says in one of her letters that when she makes up her mind to do a thing she did not stop until it was done.

After she had left him in anger in the early summer of 1930 and he had written pleading for a better understanding, she wrote him making that letter the text of an unbridled attack on him.

How any man could contemplate further life with a woman who met his advances with such bitter contempt and such false accusations is beyond comprehension, but he did. He tried by the assertion of his normal and legal position to restore the family life, but, as she said to Mr. King, it was too late. Her mentality could not adjust itself. She came home prepared for battle and from that time on gave him nothing else, even refusing to prepare his meals. She went to one lawyer after another asking for only one thing—a money settlement. When he made a last effort to make a common life endurable by a change of environment, she refused to go with him.

Her claim that the new place was not suitable is a pretext. It was only temporary. It was

near their old home. Suitable quarters within his means were promised. He could not plan for permanent quarters without her co-operation; instead of co-operating, she obstructed. She did not intend to go and she did not go.

Her solicitor tries to make a point of the fact that Mr. Pease continued to pay rent for the New York apartment. He could do nothing else. He was bound by the lease and she refused to vacate so that it could be sublet, and even refused to allow it to be shown to prospective subtenants.

CONSTRUCTIVE DESERTION.

The conduct of the appellant was such that the respondent could not continue to live with her without rendering his life one of such extreme discomfort and wretchedness as to incapacitate him to discharge his marital duties.

The cause of action based on simple desertion arises from her refusal and failure to accompany Mr. Pease to the home which he had selected.

But if in legal contemplation he can be said to have left her, he was legally justified in doing so. He could not without a change of heart and of conduct on her part continue to live with her without rendering his life one of such extreme discomfort and wretchedness as to incapacitate him to discharge his marital duties.

How can a man continue to live in the restricted environment of the family life, in the intimate relationship of husband and wife, with a woman who insists on dominating his activities to the extent of taking all his income, who gives him a meagre allowance, doles that out in small amounts as if he were a small child, criticizes

his pitifully small expenditures, refuses to pay his bills, such as Bar Association dues; threats that she will not pay bills if he should incur them; excludes him from any part in the household arrangements on the ground that it was none of his business; excludes him from any participation in the family life during the summer vacation period, demands menial service from him so that her house should be ready for her return; makes false accusations as to his character, to his father, to his children and often to himself; shows contempt and hatred in response to his effort to bring harmony into their relations; refuses to let him eat at home; refuses sexual intercourse; relates unprintable charges to his friend; and refuses, as expressed by herself and by her attorney, to live with him unless he gave her half his salary. The law doesn't require any husband to abase himself so much.

Obstinacy of the Desertion.

This phase of the case must be considered in the light of the previous relations of the parties, as well as the relations which existed through the two year period intervening before the cause of action accrued.

By September 23rd Mrs. Pease had retained a New York lawyer, Mr. Pellet (p. 143). Pellet conferred with Mr. King, representing Mr. Pease. Mr. Pellet said Mrs. Pease wanted half of Mr. Pease's income and unless this demand was met litigation would be instituted. In answer to Mr. King's statement that he wished something could be done (to restore the relationship) Pellet said "There is nothing can be done about this. It is a dollar and cents proposition" (p. 145).

On the 12th of October Mr. Pease saw Mrs. Pease and again asked her to come to Montclair, but she made no reply (p. 98).

On October 26th she came to the office and said she must have more money and threatened to go to the officers of the company and make trouble (p. 98).

On or about October 31st Mr. Pease received a letter (Ex. P. 15) from another lawyer, William J. Schmitt, stating that Mrs. Pease had consulted him about her "domestic difficulties." This was referred to Mr. King. King had an interview with Schmitt, who demanded a money settlement and an action for separation, saying that he had the papers all drawn, that they "*contained matter of a lurid nature, and if they became published that Mr. Pease would no longer be connected with the New York Life*" (p. 146).

Early in January, Mr. Pease received a letter from Max D. Steuer (Ex. P. 16), saying that he represented Mrs. Pease and wanted to get in touch with Mr. Pease's attorney for the purpose of determining whether an adjustment can be made *without litigation*. This was also referred to Mr. King (p. 100).

Mr. Steuer voiced her demands as the same as those made by Pellet and by Schmitt (pp. 146-147).

During all this time Mr. Pease was paying the rent for the apartment and making regular payments to Mrs. Pease of a sum which he considered sufficient (pp. 108-109). She was being provided for and had no occasion to go from one lawyer to another for a settlement. *Evidently they thought so for no one of them started any action*. She was wholly irreconcilable. She wanted only a money settlement.

On January 13th Mr. Pease's superior, Mr. Cooke, talked with Mrs. Pease. He asked what was the difficulty between them and she charged that Mr. Pease had left them; that he showed no interest in the children; that they were sick but she did not get a doctor because she was afraid Mr. Pease would not pay the doctor's bill; that he had showed too much interest in a former stenographer; that they could not get along; that reconciliation was impossible; *that what she wanted to do was to go South and take her children and live there* (pp. 164-165). At last the cat was out of the bag. The plan that had been maturing since March, 1930, when Mrs. Cook bought the house that Mrs. Pease now occupies was at last disclosed. She didn't want to go to Montclair. She wanted to go South where a home awaited her.

She had another conference with Mr. Cooke a week later about a money settlement, saying that a settlement Mr. King had proposed was unsatisfactory and when she left showed her unamiable disposition by calling them "old ladies" (p. 166).

The conference boiled down to a discussion of the money situation. Her expressions in regard to Mr. Pease were bitter (pp. 147 and 148).

In February Mr. King wrote Mrs. Pease a proposal for a financial arrangement (p. 148).

On March 6th Mrs. Pease wrote the "Baby Prattler" letter (Ex. P. 17) to Mr. Pease and also to Mr. King (Ex. P. 53), each accompanied by a rattle and showing continued hostility as well as derision (pp. 102 and 149).

In April she came to his office, demanding more money—stayed in the office from 11 A. M.

until 3 P. M.—threatened to go to one of the officers and tell her story (pp. 104-105).

In June she came to the office and demanded he pay expenses of herself and children at Cape Cod. He told her he did not want the children to stay at Mrs. Cook's—that he would not pay for their sojourn there and that he would take them to his parents in Vermont. In a day or two she came back and slapped on his desk a letter from each child (p. 105). These letters (Ex. P. 37 and Ex. P. 38) clearly show that she dominated the children and was alienating them from him.

The letters which she thereafter wrote him all demanded more money and each contained some malicious statement.

- June 16th (Ex. P. 18)—he didn't care for the children.
- June 17th (Ex. P. 19)—he ought to be ashamed for cutting down food bill—it won't bring him any blessing—any fool knows they can't live on \$35.00 a week.
- July 8th (Ex. P. 20)—Wants him to stop foolishness and send decent amount every week, etc.
- Nov. 10th (Ex. P. 21)—list of things needed for children—\$59.70 for Billy—\$40.00 for Elinor.
- Nov. 12th (Ex. P. 22)—Wants \$50.00 for overcoat for Billy.
- Nov. 27th (Ex. P. 32)—another demand for the money for the children's clothes.
- Dec. 1st —further demand for money for children's clothes—threat to come down if she doesn't hear by return mail—says she won't be responsible for what she will do to him.

Pease answered on Dec. 2nd—questioning the children's needs for all the things and the prices estimated (Ex. P. 33).

Hers of January 14th is again about clothes for Billy (Ex. P. 29). His of the 16th sending money pleads for keeping the children out of their controversy and asks to have them see and write him.

Her letter of January 27th (Ex. P. 28) finds fault with the amount of money sent.

Undated letter (Ex. P. 27) says he should be ashamed of himself—says she is the guardian for the children—she knows what to buy, he doesn't—if he doesn't want people to think him an old woman “don't act like one”—not supporting them properly—“not try to cut down on their clothes *so that he can have more money to spend on his 'sweetie,'*” etc.

February 16th (Ex. P. 25) tells him he must send money at once. Never influenced the children but they see how “rotten you have been to me.” They love their mother and do not care to write until “you make up your mind to be fair to the three of us.” “Who put this awful condition on the children? Who walked out and who was the one who broke up the home, did I?”—He has always been a coward, etc. This letter is evidently in reply to his asking her co-operation in keeping the children out of their controversy and for some of their companionship. It is charged with venom and is evidence in itself that she was prejudicing the children against him in every way possible.

February 24th (Ex. P. 24)—is also full of spitefulness—he is generous only to his own people and his “sweetie.” “*The children don't want*

to write to you. I have never told them not to write. The only thing I have done is that I have kept your daughter from going down to your office to beat you up. I do not want her to go down there and make such a scene as that because if you have to be beaten to a jelly I shall do that myself. As soon as I can get you to court I shall do so and the children are anxious to go to court and tell the judge what you have done."

Of course this is very complete evidence that she had poisoned the children against him as well as evidence that her attitude toward him was the same as when she precipitated matters by her letter of August 18th, 1930.

On May 23rd he wrote again asking for information about the children (Ex. P. 36).

On or about May 27th, 1932 he received a letter (Ex. P. 38) from Philip J. Dunn and referred it to Mr. King (p. 107).

At that time he was unable to see his children. Mrs. Pease said he could not see them except at the apartment and he was unwilling to go there (pp. 107-108). After about two months he yielded to the pressure of her fourth and latest legal representative and, as the Master found "in an endeavor to buy his peace" (p 34) the agreement (Ex. P. 39) was signed. It ended the interminable disputes about money and the intervention of attorneys and relieved him from her threats. It settled the question of the vacation of the apartment at the end of the term. It gave him access to the children and the right to see them privately and protect them—a visit of one month in the year from each.

He gained nothing except freedom from importunities and a more settled situation in re-

gard to his children. The separation had then continued for nearly two years. It had been caused by her. Her attitude changed not at all. During all that time he had been supporting her and the children, but those arrangements resulted in constant importunities, threats and abuse and worse, and an increasing breach with his children. The agreement recognized their separation as an existing fact. It provides for separate support for the life of Mrs. Pease. It was of her seeking. It therefore speaks her determination to continue the separation. Florida was calling and in September she went there, to the house already prepared, taking the children with her—not even letting them see their father before going (Ex. P. 37).

The pitiful excuse of the son that they were so busy packing they hadn't time to see him is just one more evidence of the mother's scheming to get them away without his knowledge.

The agreement recognizes and provides for an existing state of affairs. It should not be interpreted as acquiescence on his part to that state of affairs. The futility of further attempts on his part for a reconciliation and a resumption of family clearly appears.

The courts have repeatedly recognized that a husband may by agreement discharge his legal duty to support his wife until they are divorced without barring his right to relief because of her misconduct. Judicial recognition has also been given to the right of a husband to gain freedom from threats and importunities and achieve peace of mind by surrendering to demands for an agreement for support without barring his right to a divorce. Where no other alternative is presented a spouse may sign an

agreement, even to live apart, without being deemed to consent to a separation.

Thus in *Halstead v. Halstead* (Ct. Ch. 1908) 74 N. J. Eq. 596, Vice-Chancellor Garrison held:

“The parties to this suit, after they separated, entered into the agreements in question. One purpose of those agreements undoubtedly was to provide a proper sum for the wife’s support and oblige the husband to pay the same, and *permit him to rest in security from other importunity and demand.*”

A case in point is *Power v. Power* (E. & A. 1903), 66 N. J. Eq. 320. That was a suit for divorce by a wife. Her husband deserted her; and his attorney in a conference with the wife’s attorney stated that as a condition of the husband’s supporting the wife, he would require her to sign an agreement. An agreement was prepared which the wife signed, having, as she testified, no other alternative. It provided that the parties agreed to live apart; and that the husband would pay a sum for the wife’s maintenance.

The wife’s petition was dismissed by the Court of Chancery on the ground that the desertion ceased to be wilful and obstinate upon execution of the agreement. On appeal the decree of the Chancellor was reversed and it was held that the petitioner was entitled to a divorce. In the course of his opinion Justice Dixon said:

“The effect upon this desertion produced by the agreement of November 15, 1899, requires more consideration. It is certain that the agreement did not give to either spouse, as against the other, the right to continue the separation. Notwithstanding it, each was entitled to demand of the other a resumption of marital relations. *Miller v.*

Miller, Sax. 391; *Aspinwall v. Aspinwall*, 4 Dick. Ch. Rep. 302. Consequently the only question is whether it either indicates or gave rise to a change in the mental attitude of either party, showing mere consent to the separation instead of protest on the part of the wife, and instead of obstinate persistence on the part of the husband.

“In solving this question the terms of the instrument are, of course, important, and they militate strongly against the petition of the appellant. But from the very nature of the inquiry they cannot be conclusive; they are only a part of the circumstances from which the truth must be inferred. No matter how explicit the declaration of the wife’s agreement to live apart from her husband and to release him from his martial obligations, it is credible that she was but yielding to the necessities of the case, still recognizing, as the law recognized, the continuance of martial duty, both for herself and for her husband. And it is equally credible that the husband was aware of this condition and remained separated from his wife, not because he believed she assented to such separation, but because his resolution never to resume cohabitation was unaltered. If such a state of facts appeared, they constitute willful, continued and obstinate desertion, no matter what is said in articles of separation. 1 Bish. Mar. & Div. (6th Ed.), Sec. 805b. Such was the decision in *Nott v. Nott*, L. R. 1 P. & D. 251, and in *Crabb v. Crabb*, L. R. 1 P. & D. 601, the judge ordinary remarked upon the distinction between a separation induced by a written agreement and a separation of which the real cause was the determination of a husband to abandon his wife, and the writing only put a false face upon the transaction. In *Moore v. Moore*, 1 C. E. Gr. 275, Chancellor Green gave effect to such a deed of separation as a ground for defeating an application by the husband for divorce, because of his wife’s desertion, notwithstanding her continued purpose not to

live with the complainant; but he based his conclusion also upon the fact that the husband had never intimated a desire or even a willingness that the state of separation should cease. Evidently he thought that such an intimation, made in good faith, would strip the deed of its force. His quotation from the opinion in *Butler v. Butler*, 1 Pars. Sel. Cas. 335, clearly shows that, when such a deed has been signed, the question still remains whether the separation resulted from or was continued because of the agreement expressed in it, or was the willful and perverse conduct of a deserter.

“If, with this view of the question at issue, we consider the evidence, the statutory fault of the husband is proved.”

The court went on to say that she was advised to sign the agreement as a condition of any voluntary support; and that in yielding under such circumstances there was no sign of any withdrawal from a disposition to resume and continue martial relations. Further, the court held that the attitude of the husband made it plain that at no time had he relented in the least from that hostility to martial relations which caused their severance.

In *Gates v. Gates* (Ct. Ch. 1880), 59 N. J. Eq. 100, affirmed on opinion below, 60 N. J. Eq. 486, a husband filed his petition for divorce on the ground of desertion. During their period of separation he gave his wife a regular allowance for her support. In discussing the effect of the allowance to the defendant upon the action for divorce Vice Chancellor Stevens held (p. 114):

“The fact that the husband supported his wife is no bar to a decree in his favor.”

The overtures made by respondent for a resumption of the marital relations were such as would be made by a just man. The circumstances justified him in concluding that further advances would be futile.

The respondent made every effort consistent with self-respect to prevent the final break. After that final break, he did not cease in his attempts to bring his family together but the appellant's attitude was such that he was rebuffed at every turn. Her interest was to obtain what she could by way of a financial settlement; she was not interested in a resumption of the normal matrimonial relationships. The conditions imposed by her for a resumption of life together were humiliating and degrading and appellant was under no obligation to accept them.

The law requires the deserted husband to make only such advances to his guilty wife as a just man would make. *Thomas v. Thomas* (E. & A. 1933), 113 N. J. Eq. 82.

The conclusion that respondent made such advances and more is amply justified by the evidence. The duty of seeking a renewal of matrimonial relations is not an absolute one that would be performed at all events, but is dependant upon the circumstances; and where from the circumstances a husband is justified in concluding that overtures on his part would be futile, it is not essential that they be made.

In regard to this aspect of the matter the Master said:

“It is urged that the petitioner in this case did not make proper efforts to induce his wife to return to him or go to Montclair and live with him. It is true that the law requires that a deserted husband should

make an effort, *bona fide*, to secure his wife's return, unless it be shown that such an effort if it had been made, would be unavailing. I think that in this case, any effort made by the petitioner to induce his wife to return and live with him as his wife, unless it had been accompanied by an offer to turn over his entire earnings to her, would have been futile. The arrogance of this particular defendant was such that nothing would satisfy her except the turning over of this petitioner's entire earnings, and having her completely dominate every action of his life. Such a surrender is not required on the part of either party to a marriage.

The objection that the petitioner had not provided proper rooms in advance in Montclair, is I am satisfied, a mere excuse offered to defeat, if possible, the petitioner's claim for desertion. It may be that the petitioner might have made more earnest efforts to induce his wife to come to Montclair and live with him, but I am satisfied that no matter what he had offered, she would not have yielded" (pp. 342-343).

The husband's obligation was considered by the Court of Errors in *Hall v. Hall* (1900), 60 N. J. Eq. 469. Gummere, *J.* held:

"But the law does not impose this duty upon the husband in every case arbitrarily and without regard to the facts and circumstances by which it is surrounded. The husband is bound to make such advances and concessions only where there is reasonable ground to suppose that such action on his part will terminate the wife's desertion. Where it is manifest from the circumstances under which the desertion took place, or from her temper and disposition, or from any other fact in the case, that honest effort on the husband's part to terminate the separation would be unavailing; or, if successful in bringing the desertion to an end, would be so only temporarily, the duty of making it

does not exist. *Trall v. Trall*, 5 Stew. Eq. 231; *Lammertz v. Lammertz*, 45 Atl. Rep. 271.

“* * * Our examination of it (the testimony) has led us to the conclusion that when the petitioner left her husband she did so with a fixed determination not to return to him, and that any effort on his part to induce her to do so would have been unavailing. This being so, her desertion was obstinate, notwithstanding her husband’s failure to take steps looking to its termination.”

In *Sterling v. Sterling* (Ct. Ch. 1906), 71 N. J. Eq. 59, Chancellor Magie stated the rule as follows:

“* * * It is the result of our cases that while a demand for the return of the wife is, in general, required to be made, it is not essential where the circumstances proved justify the inference that such a demand would be wholly ineffective.”

In determining what was a sufficient invitation to resume marital cohabitation Vice Chancellor Stevenson in *Purnell v. Purnell* (1908), 70 Atl. 187 (not officially reported) followed the Hall case. There the defendant, preferring to live in New York, declined to go to the home her husband provided at Pine Brook. His invitation to her was the following note: “Maude Purnell—I am willing to support you only at the home I have provided.”

About three months after the note was written, defendant appeared at petitioner’s home to ask for money. The Vice Chancellor, whose opinion was adopted by the Court of Errors, found that defendant had deserted petitioner; and in considering whether petitioner was guilty of a violation of duty in not subsequently, after the interview, inviting his wife to return, he said:

“In my judgment, under the circumstances, this husband had no reason to suppose that

any bona fide invitation on his part to the wife would bring her back. She had persistently, during a long period of time, obstinately maintained the position that she would not come to him. She wanted him to provide for her somewhere else. She had his letter, which was a standing invitation to return."

In *Symon v. Symon* (Ct. Ch. 1922), 94 N. J. Eq. 353, Vice Chancellor Bentley held that petitioner "went far beyond what it was his duty to do" when he wrote to his wife, who had refused to follow his change of domicile, the following letter:

"New York, N. Y. March 22, 1930.

Dear Edna—

This letter is to advise you that our home at 77 McAdoo Avenue, Apartment 4, is complete and now ready for occupancy.

I hope, by giving this matter unbiased consideration, your own good judgment will recommend that you come to live, without further persuasion or argument, in the home which has been furnished for you.

With regards, I remain,

Respectfully,

George."

In *Rogers v. Rogers* (E. & A. 1913), 81 N. J. Eq. 479, 485, Chancellor Walker held:

"The learned vice-chancellor in the court below lays considerable stress upon the want of proper approaches by the husband to the wife and the absence of sincere effort on his part to induce a reconciliation and her return. We, however, think that this cause falls within that class of adjudicated cases which excuse the husband from making an effort in the direction just mentioned, because it is apparent to us from the wife's conduct—her actual desertion of her husband, the imposition of unlawful and unreasonable conditions before she would return, her removing her furniture and belongings

from his house in his absence, bringing a suit for alimony shortly after the separation—that any overtures or efforts made by her husband to induce her to return would have been entirely futile. See *Hall v. Hall*, 65 N. J. Eq. (20 Dick.) 709; *Sterling v. Sterling*, 71 N. J. Eq. (1 Buch.) 59; *Purnell v. Purnell*, 70 Atl. Rep. 187.”

CORROBORATION.

The marriage is corroborated by his father, Frederick S. Pease (Ex. P. 1, p. 257) and is admitted by defendant in the pleadings and testimony. His residence at 129 Lincoln avenue, Montclair, N. J. from October 11th, 1930, to the date of the hearing is corroborated by Mrs. Louise Madison (p. 161). The incidents from the beginning of the trouble between the parties about 1919 to the filing of the petition in 1930 are corroborated generally by the letters, by the bank statements of Mr. Pease and of Mrs. Pease, by salary checks of New York Life Insurance Co., original bank notes to Glen Ridge Trust Co. and checks in payment from account of Mr. Pease, by Mr. King, Mr. Cooke and Dr. Catanach.

The letter of November 19th, 1927 (Ex. P. 6, pp. 69-72) from Mrs. Pease to Mr. Pease's father shows that she even then was capable of charging him with unfaithfulness to her—with falsehood, with belittling her—the charge that he caused the loss of her baby—that she had been a changed woman from that time—the charges that he neglected the needs of his family to send his parents money—the threat to leave him and never go back to him—if he behaves she will live with him for the children's sake and that is all, were not the result of a long suppressed feeling of injury. She had written him the previous summer in terms of affection (Ex P. 2 and P. 3). The let-

ter urges him to stay with his parents because they are so fond of each other; urges him not to come to see her; thanks him for a present (a bag from Crosses). Exhibit P. 4 thanks him for letters, card and telegram and flowers (on her birthday)—she prefers that he do not come down *even for a day*. Exhibit P. 5 encloses small check for his expenses and argues with him about expenses for meals. No word is in any one which shows a grievance against him nor any intimation that he had wronged her or that she had any resentment because of the then five year old episode in respect to his stenographer. The explanation for the letter must be sought elsewhere and it is explained by the disagreement which they had about leaving Montclair and his failure to turn over his November 15th salary check (Ex. P. 20). These five letters furnish proof that his relations with her up to that time were as he testified. It is apparent from those letters that she intended to and did dominate him. That she made threats and false charges to him can be believed because she made them in this letter to his father. This letter also disproves her later statements that Pease confessed to many dishonorable and vile things. If he had confessed she would have included the charges in this letter. This letter and the letter of August 18th, 1930 (Ex. P. 14) also corroborates his statements as to her devotion to spiritualism or as she calls it "my Truth."

The letters of the Summer of 1928 are corroborative of her increasing dominance and also of Mrs. Cook's interest in their taking the New York apartment. There was apparently no reason for this change of residence. Montclair is a healthful place, with good schools and all the other facilities to make a satisfactory home life. They

had a circle of friends. He was interested in the church. No credible explanation has been given of this move to an extravagant apartment on Central Park except his. Her pitiful pretense that she could not find a steam heated or suitable apartment in Montclair (p. 194) is just ridiculous. Mrs. Cook did have the apartment in New York and wanted to get out it (pp. 194-195, Ex. P. 10, Ex. P. 8). Her ungovernable tongue—or pen—and her unbearable arrogance in regard to family affairs as to which he was in duty bound to have an interest and be consulted is shown in Ex. P. 8; as is the pittances she dealt out to him from his own money; See Ex. P. 9 as to what she would and would not do with his money. See Ex. P. 7 as to his doing the work of a house servant—in a \$4,000. apartment. Then come the letters of the Summer of 1929. See Ex. P. 11 with her boast that she will stop at nothing to get her way, her foolish and ignorant attitude in regard to the courts—her parceling out his money to him. See Ex. P. 13 with her boast about her knowledge of spiritualism.

Next are the letters in the Summer of 1930—Ex. P. 13 with her minute directions as to depositing his money to her account "*All of it.*" Then comes the letter of August 18th in response to his effort for a better understanding. Her unrestrained fury in that letter is convincing evidence of her powers and inclination to false abuse in his presence as well as in that of the children when her will was crossed.

She made "unprintable" charges to Mr. King and finally in the second cause of action in her counterclaim she broadcast such charges against him as to utterly destroy his character, if true, and deprive him of the respect of every decent person. It was all false—supported only by her

own incredible statements; the \$10,000.00 of coupon bonds kept in a "tin box" in her closet—his alleged confessions about his own alleged infamous conduct—her falsehood about the disposition of the proceeds of her Liberty Bonds sold through the Glen Ridge Trust Co. (pp. 226, 227, 228 and 252); her refusal to give the name of the doctor who she said operated on her in 1929 and 1930 (pp. 206-207)—her refusal to give the names of his creditors alleged to have been paid by her (pp. 219-220).

Why did she make these false charges in her amended counter-petition?

She had accomplished her desire. She is living in Florida with her children in close proximity to Mrs. Cook on a stated and adequate income from him, for which she gives no return in companionship and wifely duties. Her happiness is not involved. There is only one answer. It is pure vindictiveness. Since she could no longer dominate him she will interfere with his happiness in every way. When she makes up her mind to do anything she does not stop until it is done (Ex. P. 11).

Her statement to King by herself and by her attorney (pp. 142, 145) and to Mr. Cooke (p. 165) corroborate Pease's statement of her refusal to live with him except on her own money terms.

The checks, notes and bank statements corroborate his statements as to his debts, payment by him and the surrender of his income to her. It could not be anticipated before the trial that she would admit the latter hence the tiresome detail of this proof.

We submit that there is ample corroboration to justify the court in believing his story is true.

DEFENDANT'S CASE.

The points and arguments made by appellant's counsel are all founded on her testimony including his statement of facts, his Points I and II and his strictures on the findings of fact and conclusions of the Master. He does not explain, justify or mitigate appellant's refusal to submit to cross examination, her proven perjury nor her false and scandalous pleadings. He does not mention them, although they are vital elements and must be considered in arriving at a conclusion on the problem. We submit that an argument founded on the statements of a discredited party is hardly intelligent nor does it do justice to the intelligence of the court.

The authorities cited for appellant and the authorities cited by us are not inharmonious; the law is not a matter of doubt. The only question is whether the facts are or are not such as to justify the Master's findings.

The Master accepted the factual basis resulting from the respondent's testimony and corroboration. He rejected the factual basis resulting from the appellant's testimony. He was bound, in the exercise of common sense to do so, not only because of her refusal to testify and her perjury but because of the fact that her testimony lacked frankness throughout, was vague, indefinite, inconclusive and unconvincing.

The Master having had the benefit of observation of the respective parties, as well as of the testimony of themselves and their witnesses, concluded that the respondent was entitled to a divorce; that he had brought his case within the scope of the authorities which justify a decree and it does not make any difference to the result whether the desertion was actual or constructive.

It is in any event the whole picture that must be viewed by the court when it is called on to exercise its power.

If the respondent was entitled to a decree on either basis the decree is within the pleadings.

The testimony of the children, Elinor and William, was trivial, they are both entirely under the influence of the mother, have lived with her and away from the father for three years. Her letters show that she communicated her prejudice to them, and under the circumstances it is inevitable that they should side with her. She brought them north to cast their small stones at their father, who has provided for them all their lives and from whom, so far as the record shows, they have received nothing but kindness.

The story of the boy about conditions at Mrs. Madison's house is more amusing than convincing. A sufficient answer would seem to be that the respondent has continued to live there through the intervening three years. Moreover, the Master had the opportunity of observing Mrs. Madison on the stand, and was in a position to judge whether a lady of her type would maintain a clean and livable home. Appellant had for many years resided in the neighborhood of Mrs. Madison's house; she knew the lady; and she made no complaint as to the character of the house or the neighborhood until the hearing.

We submit that the Advisory Master was justified in his conclusions and that the respondent is entitled to a final decree of divorce.

Respectfully submitted,

OSBORNE, CORNISH & SCHECK,

Solicitors for and of Counsel
with Respondent.

e
o
n
d
er
er
er
e-
it
r.
ll
m
e
at

s.
e-
t
e
r,
g
n
i-
r
s.
e
e

i-
s

1881

**NEW JERSEY
COURT OF ERRORS AND APPEALS.**

Between:

FERDINAND H. PEASE,
Petitioner
Cross-Defendant,
Respondent,

*Action
for Divorce.*

and

BLANCHE L. PEASE,
Defendant
Cross-Petitioner,
Appellant.

*On Appeal
from the
Court of
Chancery.*

**REPLY BRIEF OF MRS. BLANCHE
L. PEASE, APPELLANT.**

—◆—

The testimony of respondent, in some instances, is not consistent with his pleading.

In the Brief of the Respondent, reference is made to the conduct of Mrs. Pease, the appellant, on the witness stand when she declined to give the names of persons from whom Mr. Pease borrowed money. There is no question that he did borrow the money. He admits this. (p. 59).

He admits that the amount he borrowed was \$6500. There is no dispute as to the amount. He borrowed this money in the year 1921. Mrs. Pease stated her reasons for not revealing the names (p. 219), but later on in her testimony she says that one Bill Nye was one, and Mr. Pease admitted this. Moreover \$1500. of this \$6500. was a loan from the insurance company. She says that some of the parties lived in the West, but most of them lived in New York.

Assuming that he did borrow this money, which is not denied, the fact that he borrowed the money and it was paid back, whether by Mr. Pease himself or Mrs. Pease with part of her own money or that of her husband's, is of very little importance in this action for divorce, first, on the question of an actual desertion, upwards of eleven years after said loans were made, or secondly, on the question of a constructive desertion. Appellant contends that much of respondent's brief is devoted to this matter of Mrs. Pease refusal to reveal names; however, which, she, appellant, contends is not pertinent to the issues involved in this case.

Inasmuch as appellant's character has been assailed by the respondent, appellant takes this opportunity to show that the testimony of the respondent is not, in many instances, consistent with the allegations contained in his Amended Petition.

On the witness stand Mr. Pease said:

“A. Until the birth of my daughter in 1919, Mrs. Pease was a devoted wife, and a good mother to my son. Between 1919-1921, after the birth of my daughter, I began to take a second place, and she opposed very much my forming my own

law firm to practice law, in 1921." (p. 58, Fol. 20)."

From his own testimony, Mr. Pease shows that he was jealous of his own daughter. However, not a word appears in his Amended Petition about his taking a second place when his daughter was born, and no motion was made to amend the Petition to conform to this testimony.

In the Amended Petition, Mr. Pease says that the trouble started when Mrs. Pease formed an acquaintance with one Ellen Cook, an alleged spiritualist medium. (p. 7, Fol. 30), (although she was an ordained Pastor of her Church); yet on the witness stand he, Mr. Pease, admitted that it was not in 1921, but in 1925, when Mrs. Pease became acquainted with Mrs. Cook. Here again his testimony is not consistent with the allegations contained in his pleading. He is a lawyer and he must have given his solicitors the facts to prepare the carefully drawn Amended Petition in this cause.

He says, in paragraph numbered 5 of his Amended Petition (p. 8) that as a result of Mrs. Pease association with Mrs. Cook in 1921 Mrs. Pease in 1923 began to withdraw from association with respondent and refused to integrate her life with his. Again, this is not so, for Mr. Pease himself admitted on the witness stand that Mrs. Pease did not know Mrs. Cook in 1923.

Then, in paragraph numbered "6" of his Amended Petition (p. 8, Fol. 10), he says that because of his unwillingness to place credence in the advice of Mrs. Cook bitter quarrels occurred between the parties between 1923 and October, 1930. Again, this allegation is not true, as Mrs.

Pease did not become acquainted with Mrs. Cook until 1925, and he admits this.

Eliminating, therefore, the alleged cause of trouble, namely, his taking second place on the birth of his daughter, and the next alleged cause, the acquaintance with Mrs. Cook, it is apparent that the trouble started in 1922, as Mrs. Pease testified when he told her, when she was pregnant, of his *mild* infatuation for his stenographer, of his liking this girl, and of his kissing her. He admitted on the witness stand the *mild* infatuation for his stenographer, of his liking her, and of his kissing her, yet in his Replication he denies the following allegation:

“In particular, he, petitioner, told defendant that he, petitioner, was infatuated with a young woman who was or had been his stenographer.” (p. 34, par. 8).

In paragraph 4 of his Amended Petition (p. 7) he says that in the summer of 1922 defendant falsely accused petitioner of adultery. This was when he told her about his stenographer. Mrs. Pease denies that she accused him of adultery on this occasion, and there is no corroboration of Mr. Pease when he said that Mrs. Pease accused him of more than this so-called *mild* (whatever that means) infatuation.

He says in his Amended Petition that in November, 1927, Mrs. Pease repeated the accusation of adultery in a letter to petitioner's father; but this letter will prove, together with Mr. Pease testimony on the witness stand, that this allegation contained in the Amended Petition is not true. She did not accuse him of adultery in this letter, but what she did say in this letter agreed with Mr. Pease testimony.

Again, respondent says that Mrs. Pease accused him of having a venereal disease. Mrs. Pease did not say that in her petition nor did she so testify. What she did say was that he, Mr. Pease, told her this.

Here is a man, telling his wife about his stenographer, then claiming that he turned over all his earnings to his wife, that he was given a mere pittance, yet claiming that he, and not his wife, paid the indebtedness of \$6500. which he contracted, and still again claiming that while he was turning over all his money to his wife, he was refused sexual intercourse.

The maxim "*falsus in uno, falsus in omnibus*," may, therefore, apply to Mr. Pease testimony.

In respondent's brief, he asks the Court to contrast the testimony of the respondent with that of the appellant. A careful reading of the testimony and the exhibits will show that Mr. Pease was not corroborated in many important particulars, especially as to the starting of the trouble, of her saying anything before the children; that his claim that Mrs. Cook interfered in their home life and of his being compelled to turn over his entire earnings to his wife are nothing more than camouflage; that the room in the boarding house was not a proper place to ask his wife and children to live, that this place was secured for the purpose of instituting an action for divorce in New Jersey, and that his failure to go personally to his wife, (especially when he went as far as the door of her apartment), for a reconciliation, shows that he had no intention whatsoever of living with his wife. The respondent refers to the testimony of Dr. Catanach (p. 12, Respondent's Brief) yet the witness testified that Mr. Pease was the one who

'phoned him asking if he would see Mrs. Pease (p. 170, Fol. 10). Why did Mr. Pease do this, if it wasn't to use this man as a witness? Respondent says that the testimony of Mrs. Pease was a monstrous story, says there is not a word of corroboration. We submit that she was amply corroborated by the testimony of the children, Mrs. Perkins and Mrs. Cook, and also by the admissions of the petitioner. We also submit that the letters introduced in evidence show corroboration. Mrs. Pease is a woman upwards of fifty years of age and has had the custody of her two lovely children ever since Mr. Pease packed up and left his wife in the apartment in New York City. He admits that she was a devoted wife, a good mother to the children, and was thrifty; yet now, in an endeavor to succeed in this cause, she is accused of every conceivable thing.

To show the anxiety of Mr. Pease to obtain a divorce, he claims that he told his wife about an alleged arrest of Mrs. Cook, this although Mrs. Pease solicitor objected to the testimony without proof of a conviction. He claimed to have a certified copy of the conviction yet the same (the best evidence) was not offered in evidence nor was there any proof of her arrest or conviction. Moreover, Mrs. Cook herself testified and not one question was asked of her about a conviction. This story about the medium being the cause of trouble between the parties is also camouflage, because a reading of the letters written by Mrs. Pease to her husband will show that in almost all her letters she refers to Mrs. Cook.

Again, Mr. Pease testimony and that of his father to the effect that nothing was paid to

the parents of Mr. Pease was not true, because letters which were produced in evidence, also the two checks offered by Mrs. Pease solicitor, show that they did receive moneys both from Mr. Pease and Mrs. Pease.

In his brief, he intimates that Mrs. Pease wanted to take an apartment which Mrs. Cook leased, in New York City, yet the testimony will show that she was willing to live with her husband at Grantwood, or as he says at Palisade, N. J.

He says that one morning at the breakfast table Mrs. Pease accused him in the presence of the children of running around with other women. There is no corroboration as to this, but to the contrary Mrs. Pease and the children deny this. He says that she threw a glass of water in his face. There is no corroboration as to this; to the contrary she and the children deny this. There is therefore, no testimony, corroborated by anyone, of any acts of physical violence.

On page 23 of his brief he refers to Mrs. Cook buying a house in West Palm Beach, Florida, and he, Mr. Pease, claimed to have a certified copy of a deed, yet that deed was not offered in evidence.

Desertion.

The rooming house in Montclair was not a home.

In his brief he says that the time of appellant's return to New York she was defiant, hostile and determined to have her own way. The story of Mrs. Pease, corroborated by the

two children, shows that he, Mr. Pease, was having his own way, when he was coming home at all hours, slamming the doors, telling his wife to get out of the room and sleep with Elinor, telling his wife in the presence of the children that he hated her, and culminating in his packing up and leaving his wife and the children.

Then he says that he hoped that if they could return to a different environment and one where they had once been happy, he might bring her to a sense of what was right and proper. And in order to secure a different environment to make his wife happy, as he claims, he picks out, among all the places in Montclair, the room in the boarding house at Montclair where he was paying \$10. a week, including breakfasts, he earning at the time upwards of \$11,000. per annum.

He says that his wife was not allowing him to eat in the apartment. There is no corroboration as to this. To the contrary the story of Mrs. Pease, supported by that of the children, is that he did not come home for his meals.

He says that the room in Mrs. Madison's place was only temporary. He apparently admits by this statement that the rooming house was not a proper place to bring them; and we submit, therefore, that until he did secure a proper place for his wife and children, until he actually had such a place, he cannot claim that his wife was guilty of desertion.

Respondent cites cases to the effect that Mr. Pease had the right to select the place of residence. There is no question about that, but the place he selects must be one suitable to her station in life.

“He must have the consideration for the wife’s welfare, however, and the change of domicile must be made in good faith. The husband should manifest a desire for his wife to follow him.”

Marriage & Divorce, Keezer, (2nd Edition), p. 255, and cases cited.

The abode must be commensurate with their past method of living.

Watkins vs. Watkins, 259 S. W., 20.

In the case of *Vosburg vs. Vosburg*, 68 P., 694, the court said a wife is not guilty of desertion until the husband acquires the home, offers it to her and she, without sufficient cause, refuses to comply with his selection.

There is no evidence of corroboration to the effect that she refused to prepare his meals; there is no corroboration that she accused him of dishonorable and vile conduct in the presence of the children; and it is apparent that he, Mr. Pease, was the one who wanted to obtain a divorce. Counsel for respondent says that *the incident* of Mr. Pease leaving without the background *might not appear so conclusive* (p. 36); and then he refers to her seeing lawyers about a money settlement, but this was after he left her and the children and when he was not properly providing for them.

He says that the rooming house was only temporary, yet why, if he was sincere, did he not tell this to his wife? He claims that he was obliged to pay the rent for the New York apartment and could not do anything else; but he was a lawyer, was being advised by eminent

counsel, and if his contention is true that his wife deserted him then he could have done something else, namely, he did not have to enter into the agreement with his wife, namely, the agreement made after he left his wife and children (Exhibit P.-30), if she was the party at fault.

He did not make the overtures for a resumption of the marital relations which a just man would make.

This is covered in appellant's main brief. In one breath he claims that Mrs. Pease went to his employer to complain about her husband, and in another he uses this as an instance to show that it was at his request that his employer interviewed her. He refers to cases where the husband wrote letters to the wife to return, but this was not done in this case. He refers to a case where the wife actually deserted her husband, her removing furniture and belongings from the house, but that is not this case. Mrs. Pease stayed at the home which her husband leased, she stayed there for two years after Mr. Pease left and until the expiration of the lease, yet her husband did not call to see her; and he was satisfied that she remain in the apartment, this because he continued to pay the rent, agreed that she could live there, that she could have the furniture; and although he went on several occasions as far as the door of the apartment he never took the trouble to go in and endeavor to resume cohabitation. In other words, we contend that his very actions indicate that he did not want to take the chance of asking his wife to resume cohabitation for fear that she would consent to live with him at a proper

place provided by him. She did not refuse to live with him, as he claims, except on her own money terms. It must be remembered that after he had left her and the children, and when she claims he was not properly providing for her and the children, she had to take some steps to compel Mr. Pease to make proper provision for them. If as he claims the boarding house was only temporary, why didn't he or his attorneys when the agreement was made (Exhibit P.-39) make this known to his wife and why didn't he then endeavor to effect a reconciliation? He could then have refused to provide for her if she refused to live at the home selected by him. That is the law.

Appellant contends that respondent is not entitled to a divorce, and that from the fact that he, Mr. Pease, instituted this action for divorce, left his wife and children in New York City at the apartment which he leased, went to the rooming house, and did not make proper overtures to terminate the separation, she, Mrs. Pease, should be granted a divorce.

Respectfully submitted,

WM. C. KRONMEYER,
Solicitor for and of counsel with Appellant.

Arthur W. Cross, Law Printer, 55-57 Lafayette Street, Newark, N. J.

New Jersey Court of Errors and Appeals

Between

FERDINAND H. PEASE,
Petitioner,
Cross-Defendant,
Respondent,

and

BLANCHE L. PEASE,
Defendant,
Cross-Petitioner,
Appellant.

Action
for Divorce.

On Appeal
from the
Court of
Chancery.

RESPONDENT'S ANSWER TO REPLY BRIEF OF APPELLANT.

The reply brief filed by appellant is a continuation of her attempt to distort the testimony to her own ends. It is based upon conclusions which are not supported by the evidence.

The appellant contends that it is admitted that respondent did borrow money. That was not the point involved in her refusal to answer. The question she refused to answer was whether she paid his debts as she alleged. Her truthfulness is the matter at issue and her lack of truthfulness was demonstrated by her refusal to support her vague generalities with facts. Regarding the debt to Bill Nye—which appellant claims to have paid—respondent admitted that he borrowed from him before he borrowed from the Glen Ridge Trust Company. He paid Bill Nye, however, from the proceeds of the Trust Company loan. Appellant's testimony referring to that loan is false (Case p. 248).

We agree with appellant's contention that the testimony as to borrowed money has no immediate bearing on the facts of the cause of action for divorce. It is, however, of paramount importance in disclosing the character and credibility of appellant and paints the background for the difficulties between the parties.

There were no material inconsistencies between respondent's testimony and the allegations in his pleadings, as appellant attempts to convince the court. The only inconsistencies were with respect to dates and the variations in that regard are further evidence that respondent told the truth as he remembered it and was not testifying by rote.

Appellant defends herself for the outrageous charges in her pleadings, which she utterly failed to establish, by stating that those matters were admissions by respondent and not facts of her own knowledge. That a decent and upright man, as respondent exhibits himself to be, would falsely state to his wife that he was afflicted with a loathsome disease and that he had been guilty of adultery is incredible; and her statements, as to which there is not even the semblance of corroboration, deserve no consideration.

Appellant's attempt to discredit respondent by arguing, on page 5 of her reply memorandum, that respondent claimed she gave him a mere pittance, but that he at the same time was able to pay an indebtedness of \$6,500, is merely another distortion of the truth. The facts are, and respondent's testimony is, that he paid all his indebtedness to the Glen Ridge Trust Company excepting \$1,285.00 prior to commencing to give his entire salary to his wife (Case, p. 247) and that she paid about \$1,200.00 out of his money

after she commenced to receive all his earnings (Case, p. 248), and the \$1,500.00 borrowed on an insurance policy has not yet been paid (Case, p. 59). In this respondent was corroborated by the documentary evidence of the notes and the checks in payment.

Further argument regarding the suitability of the home which respondent provided for appellant in Montclair would be unduly repetitious. That point has been adequately covered in respondent's principal brief. Appellant sneers at respondent because he is living in a \$10 a week room when he is earning in excess of \$11,000 per annum. That sneer is hardly justified when it is considered that during all the time he resided in Montclair he has been supporting appellant and their two children, first in a \$4,000 apartment in New York and then in Florida, and has been sending to appellant at least \$5,000 a year since the execution of the agreement.

The letters of appellant speak louder than any protestations by her. They cannot be waved aside. The Advisory Master read them and heard the testimony and knows where the truth lay. It is respectfully submitted that the final decree of divorce should be granted to respondent.

Respectfully submitted,

OSBORNE, CORNISH & SCHECK,
Solicitors for and of Counsel
with Respondent.