

INDEX.

	Page
BILL OF COMPLAINT	1
ANSWER OF DEFENDANT BRIDGET SHERIDAN	8
ANSWER OF DEFENDANT JOHN J. SHERIDAN	11
REPLICATIONS TO ANSWERS.....	11
ORDER OF REFERENCE.....	12

TESTIMONY.

ROBERT J. LIVINGSTON:	
Direct	13
JAMES O'NEILL:	
Direct	16
JOHN J. SHERIDAN:	
Direct	17
Cross	19
Re-direct	25
BRIDGET SHERIDAN:	
Direct	28
Cross	31
Re-direct	47
Re-cross	48
FRANK W. BAUER:	
Direct	50
Cross	53
JOHN A. MILLER:	
Direct	69
JOHN J. SHERIDAN:	
Recalled, Direct.....	72
Recalled, Cross.....	74
BRIDGET SHERIDAN:	
Recalled, Re-cross.....	85
Recalled, Re-direct.....	94

	Page
AUGUST GIESE:	
Direct	96
Cross	101
Re-direct	104
Re-cross	104
Re-direct	105
Re-cross	105
Re-direct	106
Re-cross	106
Re-direct	107
CLARA HOPPEL MURPHY:	
Direct	110
CHARLES J. MURPHY:	
Direct	114

EXHIBITS.

EXHIBIT C 1.....	144a
EXHIBIT C 3.....	145
EXHIBIT C 4.....	215
EXHIBIT C 5.....	216
EXHIBIT C 6.....	217
VICE-CHANCELLOR'S MEMORANDUM..	219
FINAL DECREE.....	223
NOTICE OF APPEAL.....	226
PETITION OF APPEAL.....	227
ANSWER TO PETITION OF APPEAL....	229
NOTICE OF ARGUMENT.....	230

New Jersey Court of Errors and Appeals.

BETWEEN :	On Appeal	10
DAVID MAYER BREWING COMPANY, A CORPORATION, Complainant-Respondent,		
and	From Chancery.	
JOHN J. SHERIDAN AND BRIDGET SHERIDAN, Defendants-Appellants.		

Bill of Complaint.

Paragraphs 1 to 8 abridged.

Complaint shows that on November 10, 1908, it recovered a judgment in the First District Court of Jersey City for \$485.12 damages and \$28.05 costs, and the following proceedings for the collection of said judgment were taken, to wit: 20

January 22, 1910, execution issued and returned unsatisfied.

May 20, 1915, petition and order for discovery.

June 3, 1915, supplemental petition and supplemental order for discovery and due service of said petitions and orders and appearance of said John J. Sheridan before William H. Bradley, Master in Chancery, and the taking and filing of his disposition in the office of the clerk of said court. 30

Paragraphs 9 to 11 abridged.

July 1, 1915, said judgment docketed in Hudson County Court of Common Pleas.

July 22, 1915, writ of *fieri facias de bonis et terris* issued out of Common Pleas duly recorded and delivered to Sheriff of County of Hudson, and that on July 24, 1915, said Sheriff returned said 40

Bill of Complaint.

10 writ into court with a return thereon that he was unable to find any goods and chattels, lands, tenements, hereditaments and real estate as the property of John J. Sheridan, as by the record of said writ in the office of the clerk of said court will more fully appear.

12. That the judgment debtor, John J. Sheridan, is and has been for a number of years past by occupation a bartender and saloon keeper, and since the year 1905 has conducted a saloon business on the premises known as No. 500 Ferry Street, Hoboken, New Jersey.

20 13. John J. Sheridan resides on the premises known as No. 500 Ferry Street, Hoboken, New Jersey, with his entire family, which consists of his wife, Bridget Sheridan, and himself.

14. The defendant's daughter, who is about 25 years of age, is married to William O'Neill, who is now and has been for a number of years past, in the employ of the said John J. Sheridan, as a bartender, receiving from him the salary of \$16 a week, and the said William, his wife and their two children also live in the premises at No. 500 Ferry street.

30 15. The neighborhood in which the premises known as 500 Ferry Street aforesaid is situate is in the southwestern part of the City of Hoboken, and there is a trolley junction immediately in front of the saloon and there is heavy traffic of pedestrians and trucking through Ferry Street to and from the tunnels and ferries to New York. There are numerous stables and stores and densely inhabited tenement houses, occupied by persons of low station in life, in the immediate vicinity of
40 this saloon.

Bill of Complaint.

16. The said John J. Sheridan and Bridget Sheridan, his wife, do not spend much money on their living expenses and do not live beyond their station in life.

17. That the saloon business conducted by the said John J. Sheridan at 500 Ferry Street afore-
said, was and still is very profitable, and the earn-
ings thereof were and still are a great deal more
than sufficient to pay the operating expenses of the
business and the living expenses of the said John
J. Sheridan and Bridget Sheridan, his wife, ac-
cording to their station in life. 10

18. Since 1905, the said Bridget Sheridan has
had no separate employment from her husband,
by which she could earn or accumulate consider-
able sums of money, but has been engaged in caring
for his household, preparing the meals and general
housekeeping. 20

19. Since 1905 and for a long time prior thereto
the said John J. Sheridan, with the intent and ex-
press purpose to defeat, delay or defraud this com-
plaint and his other creditors and to deprive it of
the means of satisfying its said judgment or any
part thereof out of said moneys so belonging to him,
has been delivering his earnings and profits to his
wife, the said Bridget Sheridan; the said Bridget
Sheridan took and received the same with full
notice of complainant's judgment and with the in-
tent and for the purpose of aiding and abetting the
said John J. Sheridan in depriving complainant of
the means of satisfying its said judgment out of
said moneys. 30

20. The said Bridget Sheridan from time to time
deposited said moneys in her own name in different
banks, among which are the following: The Emi- 40

Bill of Complaint.

grant Savings Bank of New ork City; The First National Bank of Hoboken, and the Hoboken Bank for Savings, and the accumulation of these deposits amounted to over \$6,000.00.

- 10 21. On or about February 10, 1915, the said John J. Sheridan and Bridget Sheridan, purchased the parcel of real estate known as No. 500 Ferry Street, Hoboken, N. J., which is more particularly described as follows:

20 All that certain lot, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the city of Hoboken, County of Hudson and State of New Jersey, and which on a certain map, entitled "Map of Property
situate at Hoboken, Hudson County, N. J., belonging to the Estate of John G. Coster, deceased, surveyed, and laid out into lots November, 1860, by Daniel Ewen and Austin D. Ewen, City Surveyors, New York," and filed in the office of the Clerk (now Register) of the said County of Hudson, are known and distinguished as parts of lots numbered one (1) and two (2) in block seventeen (17) and more particularly bounded and described as follows, to wit:

- 30 Beginning at a point formed by the intersection of the northerly side of Ferry Street with the west-
erly side of Jefferson Street and running thence
(1) westerly and along the northerly side of Ferry
Street, twenty-five (25) feet eight and three quar-
ters ($8\frac{3}{4}$) inches to a point therein; thence (2)
northerly and parallel with Jefferson Street, sixty-
three (63) feet, three (3) inches to a point; thence
(3) easterly, parallel with Ferry Street, twenty-
five (25) feet, eight and three-quarters ($8\frac{3}{4}$) inch-
40 es to a point; (4) southerly and along the

Bill of Complaint.

westerly side of Jefferson Street, sixty-three (63) feet, three (3) inches to the point or place of beginning; and gave as part payment therefor, the said sum of \$6,000.00, which was withdrawn from the bank accounts heretofore mentioned and gave a purchase money mortgage for \$5,000, which was the balance of the purchase price on the property; that the said Bridget Sheridan took the title to said property in her own name and still holds the same. 10

(22) That on the parcel of land purchased as aforesaid, in the name of the said Bridget Sheridan, there is a three-story brick building, the lower part of which is used for a saloon and the two upper floors as living apartments. Prior to the purchase of the said premises aforesaid, this building was in a dilapidated and run down condition, but since the purchase as aforesaid, considerable money has been spent, out of the earnings and profits of the saloon business conducted by the judgment debtor, John J. Sheridan, and other moneys received by him, in making improvements and paying taxes, water rents and making general repairs, which have greatly enhanced the value of the property and that the said building is not an ordinary habitation, but is sufficient to accommodate several families. Prior to the purchase of the property, the judgment debtor was accustomed to pay to the owner thereof, the sum of \$50 per month as rent for the saloon and \$18 a month, rent for one living apartment. 20 30

23. That on or about May 20, 1915, the judgment debtor, John J. Sheridan, borrowed from the P. Ballantine & Sons Brewing Company, the sum of \$1,000, which was delivered to his wife, Bridget 40

Bill of Complaint.

Sheridan, and used by her in making extensive improvements and alterations on the premises, purchased in her name as aforesaid.

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

1. That John J. Sheridan and Bridget Sheridan, his wife, who are the defendants to this suit, may answer this bill of complaint without oath and each statement therein made.

20 2. That John J. Sheridan and Bridget Sheridan, his wife, may discover and set forth whether the said John J. Sheridan did not deposit all his earnings and profits with Bridget Sheridan, and if so, to what amount and will also discover and set forth whether the said Bridget Sheridan now holds
20 said funds as deposited or what use or disposal was made of the same, and also whether said parcel of real estate was not purchased as alleged and is not now so held by Bridget Sheridan.

3. And that the said conveyance to the said Bridget Sheridan may be declared, and decreed to have been made with the intent to delay, hinder and defraud the creditors of the said John J. Sheridan, and to be fraudulent and void as against
30 complainant and all other creditors who shall come in and contribute to the expenses of this suit.

4. And that the property in the hands of the said Bridget Sheridan or so much thereof as is necessary may be applied to the payment of the complainant's debt and that for this purpose the said Bridget Sheridan may be required to transfer, assign, convey and deliver up the same to some
40 suitable person to be appointed by this honorable court to receive and sell the same, or so much of

Bill of Complaint.

the estate and property of the said John J. Sheridan in her possession as may suffice to satisfy complainant's debt and the costs of this suit.

5. And till such payment or satisfaction, that the said Bridget Sheridan may be enjoined from 10
paying out, transferring or passing away of the property of the said John J. Sheridan in her hands or the property alleged to have been purchased therewith, except in liquidation of complainant's said debt.

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

20

HARLAN BESSON,
Solicitor for and of counsel
with the complainant.

Complaint verified by oath of Harry Mayer, Secretary of David Mayer Brewing Company.

Answer of Defendant Bridget Sheridan.

Abridgment.

1. As to paragraphs 1 to 5 of complaint, no knowledge.

2. As to paragraphs 6, 7 and 8, no knowledge
10 excepting she admits certain papers in suit of complaint against her husband were left with her, and that her husband appeared and testified before William H. Bradley, Master in Chancery in said suit.

3. No knowledge as to paragraphs 9, 10 and 11.

4. Admits paragraphs 12 to 16.

5. Denies paragraph 17.

6. Paragraph 18 is denied excepting that defendant admits that since 1905, and prior thereto,
20 she has been engaged in caring for her husband's household, preparing the meals and general house-keeping, but defendant says that during said period she has also been engaged in business on her own account in the keeping of boarders.

7. Paragraph 19 is denied.

8. Paragraph 20 is denied and this defendant further denies that she has at any time deposited any moneys received by her from the defendant
30 John J. Sheridan, in any bank or banks.

9. Paragraph 21 is denied except so far as is admitted in the following statement: The premises described in said paragraph were purchased by this defendant for the sum of \$11,000.00, and this defendant gave as part payment therefor the sum of \$6,000.00 of her own moneys, no part of which were received from her husband, and executed to the vendor of said premises a purchase money mortgage for \$5,000.00 to secure the pay-
40 ment of the balance of said purchase price, and

Answer of Defendant Bridget Sheridan.

that as required by law her husband the defendant, John J. Sheridan, joined in the execution of said mortgage; that the deed for said premises was delivered to, and the title to said property vested in this defendant, and that she is still the sole owner thereof. 10

10. Paragraph 22 is denied except so far as is admitted in the following statement: The said premises consist of a lot of land upon which is erected a three-story brick building, the lower floor of which is used as a saloon and the two upper floors as living apartments. Since the purchase of said premises by this defendant, she has expended considerable of her own moneys in the making of necessary repairs to said premises. Prior to the purchase of said property by this defendant, the defendant John J. Sheridan paid to the former owner thereof the sum of \$50 per month as rent for the saloon, and \$18 per month as rent for living apartments, and that since the purchase of said premises by this defendant, the said defendant John J. Sheridan has paid to her the sum of \$50 per month as rent for the saloon premises, and for the past two months has paid to her \$18 per month for the living apartments. 20 30

11. Paragraph 23 is denied except so far as is admitted in the following statements: The defendant, John J. Sheridan, at the request of this defendant, and for the use and benefit of this defendant, borrowed from the P. Ballantine & Sons Brewing Company the sum of \$1,000, upon a promissory signed by the defendant, John J. Sheridan, and endorsed by this defendant, and that said sum of \$1,000.00 was paid over to this defendant and used by her in and about the alteration and im- 40

Answer of Defendant Bridget Sheridan.

provement of her aforesaid premises.

Defendant prays to be hence dismissed with her reasonable costs and charges in this behalf most wrongfully sustained.

10

JOHN J. FALLON,
Solicitor for and counsel with
defendant Bridget Sheridan.

20

Answer of Defendant John J. Sheridan.

The answer of John J. Sheridan is the same as the answer of the defendant Bridget Sheridan and makes the same admissions and denials.

10

REPLICATIONS.

Replications to answer in usual form.

20

Order of Reference.

The above named cause being at issue, it is on this 15th day of September A. D., 1915, on motion of Harlan Besson, solicitor for and of counsel with the complainant, ordered, that the above stated
 10 cause be referred to Hon. Vivian M. Lewis, one of the Vice-Chancellors, to hear the same for the Chancellor, and to report thereon to him, and advise what order or decree should be made therein.

Respectfully advised,

E. R. WALKER.

C.

We consent to the making and entry of the foregoing order.
 20

HARLAN BESSON,
Solicitor of Complainant.

JOHN J. FALLON,
Solicitor of Defendants.

Testimony.

Livingston—Direct.

Transcript of testimony taken in the above-entitled cause, at the Chancery Chambers, Jersey City, New Jersey, on the first day of June, 1916, before Hon. Vivian M. Lewis, Vice-Chancellor.

10

Appearances:

Harlan Besson, Esq., for the complainant.

John J. Fallon, Esq., for the defendants.

Robert J. Livingston, sworn in behalf of the complainant, testified as follows:

Direct Examination by Mr. Besson:

Q. Are you constable to the First District Court of Jersey City?

A. Yes, sir.

Q. You were directed to bring here the record of a judgment between the David Mayer Brewing Company, plaintiff, and John J. Sheridan, defendant?

20

A. And wife; yes, sir.

Q. Have you got that judgment?

A. Yes, sir.

Q. Open the book.

A. Here it is.

Mr. Besson: I offer this record in evidence.

30

MARKED "EXHIBIT C 1."

Mr. Fallon: I have no objection, except that instead of it being a judgment against John J. Sheridan and wife, it is really only a judgment against John J. Sheridan.

Mr. Besson: That is correct.

Q. You also brought with you here the depositions that were taken in this case?

A. Yes, sir.

40

Q. On discovery proceedings, and which were taken May 19, 1915?

A. Yes, sir.

Mr. Besson: I would like to offer those depositions in evidence.

10

Mr. Fallon: Objected to as immaterial and irrelevant.

Mr. Besson: They were proceedings taken for discovery pursuant to an order of the First District Court, and according to the verdict of that Court, and testimony was given by John J. Sheridan and Bridget Sheridan, his wife, and by other witnesses in the presence of them, and I would like to offer that testimony on the ground that it is admissions against interest.

20

The Court: I will allow it. Note the objection to it that it is immaterial.

MARKED "EXHIBIT C 3."

The Court: I wish you would open this case and let me know what it is about.

Mr. Besson: John J. Sheridan was sued on November 10, 1908, in the First District Court of Jersey City, by the David Mayer Brewing Company, and a judgment was recovered against him for the sum of \$485.00 damages and \$28.05 costs, and afterwards, on the 22d of January, 1910, a writ of execution was issued and returned unsatisfied; and then afterwards, on May 20, 1915, the District Court Judge allowed an order for discovery; and subsequently, on May 28, at 10 o'clock, in the Savings Bank Building of Hoboken, the proceedings went on and an examination was made—no, the proceedings.

30

40

did not go on that day—the Sheridans did not appear, and subsequently, a supplemental order was made, and afterwards they appeared and were examined, and then this testimony was taken. Then nothing further was done with the proceedings in the District Court and the judgment was docketed in the Common Pleas and a writ of Fi. Fa. was issued out of the Common Pleas, and the writ was returned unsatisfied; and it appeared about that time, late in 1914, Bridget Sheridan bought a house worth \$10,000, and we propose to show by her admission in these supplementary proceedings she had no tangible means of getting the money to purchase such a house, except she got it from her husband. We, therefore, propose to show that during that time that the Ballantine Brewing Company loaned \$1,000 on her husband's note, and that thousand dollars was used by her to improve this house which she bought. And we also propose to show that during this time Bridget Sheridan was keeping house for her husband, and that she claimed to have gotten the money, \$6,000, the balance being on mortgage, while she was keeping house, and that she could not have accumulated such a sum of money prior to that time.

The Court: What did she say on the supplementary proceedings?

Mr. Besson: She said she bought the nouse from moneys which she took out of the First National Bank and the Savings Bank, in Hoboken, and that she had gotten

these moneys, some of them, from keeping boarders a number of years before.

The Court: How much did they pay on the property?

10 Mr. Fallon: \$6,000; the balance is on mortgage.

The Court: Then you are going to try to show it was his money and not hers?

Mr. Besson: Yes, sir; the saloon business—

The Court: Proceed with the case.

Mr. Besson: I would like to call the County Clerk's office.

20 James O'Neill, sworn in behalf of the complainant, testified as follows:

Direct examination by Mr. Besson:

Mr. Fallon: I will admit on the record that the David Mayer Brewing Company holds a judgment against John J. Sheridan for the amount in question.

The Court: Then you may excuse the witness.

30 Mr. Fallon: I will admit that the complainant got a judgment against Mr. Sheridan, and that he got it in the year 1908. All that he contend is, that this money is her money.

Mr. Besson: I offer the bank books of Bridget Sheridan in evidence. One is in the Emigrants' Industrial Savings Bank —

Bankbook No. 451,480, in the name of Bridget Sheridan; the deposits beginning on September 15, 1902, and continuing to March 21, 1904.

40

MARKED "EXHIBIT C 4."

O'Neill—Direct.

Mr. Besson: The next one is of the First National Bank of Hoboken, Passbook No. 1535, in the name of Bridget Sheridan; the deposit in the bank begins on January 13, 1911.

10

MARKED "EXHIBIT C 5."

Mr. Besson: Then Passbook No. 120,003 in the Hoboken Bank for Savings, in the name of Bridget Sheridan.

MARKED "EXHIBIT C 6."

Mr. Besson: My understanding is, that this testimony can be referred to just as though the witness were put on the witness stand.

20

The Court: But you must read the testimony to the witnesses and give it to them verbatim. I shall have to read the testimony.

Mr. Besson: That constitutes our case.

COMPLAINANT RESTS.

DEFENCE.

John J. Sheridan, sworn in his own behalf, testified as follows: 30

Direct examination by Mr. Fallon:

Mr. Fallon: You did not put in evidence the record of that conveyance; you want that in, don't you?

Mr. Besson: I did not prove the deed.

Mr. Fallon: I am satisfied to let you prove it.

The Court: The deed of the property to 40

Sheridan—Direct.

Mrs. Sheridan; why not admit it? You don't need to put it in.

10 Mr. Besson: It is admitted in evidence that a deed was executed and delivered, bearing date February 10, 1915, and recorded in Liber 1200 of Deeds for Hudson County, on page 174, in which James O'Neill and wife are the grantors and Bridget Sheridan was the grantee. The consideration named in the deed is \$1.00 and other valuable consideration.

Mr. Fallon: I agree now that the actual consideration was \$11,000.

Mr. Besson: Yes, I want that in.

20 *By Mr. Fallons*

Q. Where do you live?

A. 500 Ferry Street, Hoboken.

Q. What is your business?

A. I am engaged in the saloon business.

Q. Do you live at 500 Ferry Street with your family?

A. Yes, sir.

Q. Are you married?

A. Yes, sir.

30 Q. This house known at 500 Ferry Street, which your wife bought in 1915, was any part of your money invested in the purchase of that property?

A. No, sir.

By the Court:

Q. Do you know how she got the money to buy that property?

A. Yes, sir.

Q. Tell us where she got the money from.

A. She got it from boarders.

40 Q. Explain so much as you know of it.

Sheridan—Direct.

A. She kept the boarder for about twenty-six years, that is when she started to keep boarders, and then she kept store for nine years; that was a candy and notion store, and ice cream and everything of that kind; that was at 227 Erie Street, Jersey City. 10

Further Direct:

Q. What wages did you earn during the time that she kept these boarders and kept this store?

A. About \$12.00 a week.

Q. What was your business at that time?

A. I was in the wool business at first.

Q. Did you give her any part of the money that she put into that house?

A. I gave her an average of \$12.00 a week. 20

Q. What for?

A. I suppose it took that to keep the house.

Q. Did you give her any money to put into the purchase price of this house?

A. No, sir, I did not; I had nothing to give her.

Cross-Examination by Mr. Besson:

Q. On May 28, 1915, did you borrow \$1,000 from the Ballantine Brewing Company?

A. No, sir, they would not give me a nickel. 30

Q. Didn't you give the Ballantine Company a note, your personal note for \$1,000?

Mr. Fallon: Objected to on the ground, that if there is any such note, the note itself is the best evidence.

A. No, sir, I did not, and you cannot produce the note.

Q. Did you get a check on May 28, 1915, from the Ballantine Brewing Company for \$1,000?

Mr. Fallon: Objected to on the ground 40

that the check would be the best evidence of its receipt by him.

A. I don't know, really; I could not tell that; I don't know whether it came in a check or how it came; I forget now.

10

Q. Did you give your wife a check for \$1,000 on May 28, 1915, to deposit in her bank account?

A. It must come from Ballantine's—

By Mr. Fallon:

Q. Did you give it to her?

A. No, sir, I did not.

Further Cross:

Q. You did not give her a check from the Ballantine Brewing Company?

20

A. I did not.

Q. Are you sure about that?

A. I am sure of it.

Mr. Fallon: I am willing to admit that Mrs. Sheridan borrowed \$1,000 from the Ballantine Brewery.

Q. Did you indorse a note on May 28th?

A. No, sir.

30

Mr. Fallon: Objected to for the reason stated, that if he did indorse such a note, the note itself is the best evidence of the fact.

Mr. Besson: That is on page 57 of his testimony.

Mr. Fallon: As a matter of fact, you had the note in the other proceedings, and I think you offered it in evidence.

Mr. Besson: I did.

Mr. Fallon: Then why not offer it here?

40

Mr. Besson: I have not got it now.

Sheridan—Cross.

Mr. Fallon: I am willing that you put the note in later, but I deny that it is any transaction, of John J. Sheridan's; I insist it is a transaction of Bridget Sheridan's.

Q. When did you open a saloon at the corner of 500 Ferry Street? 10

A. 1904.

Q. Do you know where your wife kept her money at that time, the money that she earned from keeping boarders and from keeping a store?

A. I don't know.

Q. After 1904 you lived in the apartment over 500 Ferry Street?

A. Yes, sir.

Q. And did you keep boarders there?

A. Yes, sir, Mrs. Sheridan had brothers. 20

Q. Who were they?

A. Mrs. Sheridan had her two brothers there.

Q. How large an apartment was that?

A. Six rooms.

Q. Who lived in there besides you and Mrs. Sheridan?

A. My daughter and my wife.

Q. Was she married?

A. No, sir, she was a little girl then.

Q. And the two brothers? 30

A. Yes, sir.

Q. How much board did each of these brothers pay a week?

A. I don't know.

Q. And when did they first come there to board?

A. I guess the two of them came there in 1904.

Q. How long did they remain there?

A. About a year, I guess; I cannot tell exactly.

Q. They stayed there about a year?

A. Probably. 40

Q. Did she have any other boarders after that?

A. No, sir, that is all.

Q. Then she took no boarders in 1905?

A. No, sir.

10 Q. And she did no work from 1905 on, by which she could earn any money, did she?

Mr. Fallon: That is objected to.

Q. Did she do any work from 1905 on?

A. Yes, sir, around her home.

Q. What work?

A. Keeping her house.

Q. That is all she did?

A. Yes, sir.

By the Court:

20 Q. Did she keep any boarders in 1912?

A. No, sir.

Q. Did you ever pay your wife rent for the saloon?

A. Yes, sir.

Q. When did you begin to pay rent?

A. I am paying her \$50.00 right along, and since last July I paid her \$18.00 more—\$68.00, the same as I was paying Mr. O'Neill previous to that.

30 Q. Did you pay any rent, or did you pay your wife any money at all outside of the \$12.00 a week during the period between 1904 and the time in December of 1914, when you bought the house?

Mr. Fallon: Objected to; there is no testimony that he paid his wife \$12.00 a week through that period of time.

The Court: Strike the question out.

A. Did you pay any money to your wife for the household between 1904 and 1914?

40 A. Yes, sir; about \$12.00 a week, I guess.

Sheridan—Cross.

Q. So that you paid her about \$12.00 each week?

A. Yes, sir.

Q. And that is all you did pay?

A. That is all the money I had.

Q. What rent was paid for the floor where your wife kept boarders? 10

A. You mean at 500 Ferry Street, Hoboken?

Q. Yes.

A. \$18.00.

Q. Now, in Jersey City, where was the place that your wife kept the store?

A. 227 Erie Street.

Q. Was that also the place where she kept the boarders?

A. Yes, sir.

20

Q. How many boarders did you keep there?

A. I guess we had three there.

Q. And how long did you keep them?

A. Oh, they were there until we came to Hoboken.

By the Court:

Q. How many years, is the question?

A. About nine years—in Jersey City.

Further Cross:

Q. Do you remember how much the boarders paid? 30

A. About \$5.00 a week at that time.

Q. And later—after 1904 did you keep any books in running your business at 500 Ferry street?

A. I never bother; no, sir.

Q. Did you have a cash register?

A. Yes, sir; there is one there now.

Q. Did you have any knowledge of how much money you made each week? 40

A. I never counted.

Q. You never kept any records of any account?

A. No, sir; I paid my bills if I could.

10 Q. Did you keep any record of how much beer you used to buy each week from the Ballantine Brewing Company?

A. Well, it varied; there are books there, of course.

Q. There is a beer book there?

A. Yes, sir.

Q. And that is the only record that was kept?

A. Yes, sir.

Q. About how much profit would you make on a half-barrel of beer?

20 A. Well, really, that is a hard thing to tell, in the neighborhood I live in; we live in a poor neighborhood; they carry it home in cans to their houses .

Q. Do you keep any record?

A. No, sir. .

Q. Can you recollect what you paid in June, 1915, for beer?

A. No, sir; I don't know.

30 Q. You were present when Mr. Oliver testified before the Master in Chancery at Jersey City, July 1, 1915, were you not?

A. Yes, sir.

Q. And you heard him testify that your beer bill during that month was—I will read the questions that were asked him and his answers, as follows: "Ques. What was the total amount paid for the beer sold to him during June? Ans. In June he paid us \$437.79." Is that right?

A. I don't know.

40 Q. You have no recollection?

Sheridan—Re-Direct.

A. The book is in the store, if you want the book, of course, that must be right, if he said so.

Q. As you recall his testimony at that time, it was correct, wasn't it?

A. I don't know, sir.

10

Re-direct Examination by Mr. Fallon:

A. Did your wife keep boarders before she went to Jersey City?

A. Yes, sir.

Q. You lived in New York City, did you?

A. Yes, sir.

Q. Did your wife keep boarders very shortly after you were married?

A. Yes, sir; my brothers were there.

Q. How many years have you been married? 20

A. About twenty-seven years.

Q. Do you know that your wife got some promissory notes, amounting to \$2,680.00 or thereabouts, from one of her brothers, arising out of a business transaction?

A. I know that, yes, sir.

Q. Were you with her when she received those notes from her brother?

A. Yes, sir.

Q. When was that?

30

A. April 1, 1904, I think.

Q. Do you know anything of another transaction which your wife had with her brother respecting \$1,100.00 which she loaned to him?

A. Yes, sir.

Q. When was that?

A. Four or five years ago.

Q. Which brother was that, that she had the \$1,100.00 transaction with?

A. Charlie.

40

Sheridan—Re-Direct.

Q. What was the name of the brother she had the other transaction with?

A. That was Charlie also.

10 Q. Did she have another brother named Timothy?

A. Yes, sir.

Q. Do you know of any business transaction she had with him?

A. She gave the money to support the store, about \$1,400—she gave it to her brother, Tim.

Q. How long has he been dead?

A. He died in 1903, I believe.

Q. Was any part of these moneys that you have just been mentioning, your moneys?

20 A. No, sir; they were all hers.

Q. Your wife had been a hard-working woman on her own account, keeping boarders?

A. Yes, sir.

.. Q. How long have you been married?

A. Twenty-seven years.

Q. Did you live with your wife without paying anything?

A. No, sir.

30 Q. From the receipts of your saloon in Hoboken have you given your wife moneys, from time to time, weekly or daily?

A. Yes, sir; whatever I had.

Q. Did you give her a stated amount?

A. No, sir.

Q. How did you give her these moneys that you say amounted to \$12.00 a week?

A. I gave it to her from time to time.

A. You have a daughter?

A. Yes, sir.

40 Q. And she is married now?

- A. Yes, sir.
- Q. What is her present name?
- A. O'Neill.
- Q. And this O'Neill is a bartender for you?
- A. Yes, sir.
- Q. He has been working for you for a good many years? 10
- A. Yes, sir.
- Q. How much do you pay him a week?
- A. \$16.00.
- Q. Has he paid board to your wife for the support of his children and his wife?
- A. I heard my wife saying a year ago, when she gave her testimony before the Master in Chancery, that he was putting up \$8.00 a week.
- Q. You have in your saloon over there some property—barrels of whiskey? 20
- A. Yes, sir.
- Q. You have had them right straight along?
- A. Yes, sir.
- Q. Did any constable come there at any time to try to levy upon any of your property?
- A. Yes, sir.
- Q. When?
- A. Well, he came there seven or eight years ago.
- Q. Did he make any levy? 30
- A. No, sir; there was nothing to levy on.
- Q. You have always had several barrels of whiskey in your store?
- A. Yes, sir.
- Q. How much a gallon is that whiskey worth?
- A. \$2.00 a gallon.
- Q. How many gallons in each barrel?
- A. It varies.
- Q. About how much
- A. Sometimes it goes to 40 gallons and 35 gallons to a barrel. 40

Bridget Sheridan—Direct

Mrs. Bridget Sheridan, sworn in behalf of the defendants, testified as follows:

Direct examination by Mr. Fallon: P

10 Q. You are the wife of John J. Sheridan?

A. Yes, sir.

Q. You own the property 500 Ferry Street, Hoboken?

.. A. Yes, sir; part of it.

Q. What do you mean by that?

A. It is not all paid for.

Q. But you bought the property from O'Neill in 1915?

A. Yes, sir.

20 Q. And you paid \$6,000 on account?

A. Yes, sir.

Q. The balance is on mortgage

A. Yes, sir.

Q. How much did you pay for the entire property?

A. \$11,000.

Q. Tell how you got the \$6,000.

A. Well, I married 27 years ago, and I was three weeks married when I started taking boarders; I
 30 had my husband's three brothers, and an uncle, and they paid me \$5.00 a week, and my husband gave me his wages; he was earning about \$12.00 a week, maybe \$13.00, and maybe less; he gave me what he could, and I saved that money, and for three years I had four boarders in New York. Then I moved to Jersey City, and I lived upstairs in this house where I had at the store, at 227 Erie Street, Jersey City, and I also had four boarders there also, and they paid me \$5.00 a week, and my
 40 husband gave me a little.

Bridget Sheridan—Direct

Q. And you say you kept a store?

A. Then my husband got out of work and I took the store, but he was not long out of work, maybe a week or two, and I still had my two brothers, with the store—I sold candy and notions and tobacco and cigarettes. 10

Q. About how much profit per week did you make out of that store?

A. Maybe \$10.00 a week.

Q. And for how many years did you keep that store?

A. Nine years.

Q. And during all of that nine years did you also keep these two brothers that you speak of?

A. Yes, sir; until my brother Timothy died.

Q. Before Tim died, did you loan him any money? 20

A. Yes, sir; \$1,400.00, and he started a store at 560 Grove Street, a saloon.

Q. Had he paid you that money up to the time of his death?

A. No, sir.

Q. After his death did that store come to you?

A. That store was mine after he died.

Q. Did you then sell that store over to your other brother? 30

A. Yes, sir.

Q. How much did he pay you?

A. \$2,680.00.

Q. In cash or notes?

A. Notes.

Q. In whose place were those notes delivered to you?

A. In Mr. Cary's office.

Q. Did your brother pay you the money due on those notes shortly after that? 40

Bridget Sheridan—Direct

A. No, sir; not for years after.

Q. Now, the moneys that are represented in the book of the Hoboken Savings Bank and the First National Bank of Hoboken, deposited from time to time, what do those moneys represent—where
10 did you get those moneys?

A. Those are moneys that I got from my brother.

Q. That is the brother who owed you?

A. Charles.

Q. This other money that you saved from time to time, what did you do with that; did you keep it
in the house?

A. I kept it in the house.

Q. Did you keep those moneys in your house all the time up to the time that you opened these bank
20 accounts?

A. Yes, sir.

Q. You say you opened the accounts at the time you began to get the money from your brother?

A. Yes, sir.

Q. Now, you spent money in repairs on your house?

A. Yes, sir.

Q. From time to time?

A. Yes, sir.

30 Q. And did you borrow \$1,000 from the Ballantine Brewery?

A. Yes, sir.

Q. Did you sign a note for it?

A. Yes, sir.

Q. And did you pay that \$1,000 back?

A. Yes, sir.

Q. You paid that back in installments?

A. Yes, sir.

Q. How much a month?

40 A. \$100 a month.

Bridget Sheridan—Direct—Cross

Q. How much rent did you receive from your husband since you bought that house?

A. He paid me \$50.00 up to last July, and he has paid me \$18.00 more since last July.

Q. \$68.00 then, in all?

A. Yes, sir.

10

Q. Is that the same amount of rent that was paid to the O'Neills?

A. Yes, sir.

Q. Now, in addition to that money, do you rent out a garage?

A. Yes, sir, and I get \$7 from that.

Q. Has your son-in-law, Mr. O'Neill, boarded with you?

A. Yes, sir.

Q. For how long a time did you have them boarding with you?

20

A. Between four and five years.

Q. How much did you get a week from them?

A. \$8.00.

Cross-examination by Mr. Besson:

Q. Mrs. Sheridan, how much is the interest that you paid O'Neill on your property?

A. Six per cent.

Q. Six per cent. on \$5,000.

A. Yes, sir.

30

Q. And your husband paid you how much a month rent?

A. \$68.00.

Q. And have you any other tenants?

A. No, sir.

Q. You don't get any other income from the building?

A. Only the \$7.00 from the garage.

Q. So that you have two items of income each month, \$68.00 from your husband and \$28.00 from the garage?

40

Bridget Sheridan—Cross

A. Yes, sir, and \$32.00 from my son-in-law, and the money that I get from my husband to keep the house on.

Q. What is the \$32.00 from your son-in-law?

10 A. For his board. P

Q. And that pays for his family, too?

A. Yes, sir.

Q. About how much does it cost you a month to board your son-in-law and his family?

A. I should think that my house, the expenses of my house, cost me about \$13.00 or \$14.00 a week; I really don't know, but that is as near as I can say.

Q. Do you pay the water rent for that building?

20 A. No, sir.

Q. Do you pay fire insurance?

A. Yes, sir.

Q. How much is the fire insurance?

A. Well, I think I pay \$8.00.

Q. For the whole year?

A. Yes, sir.

Q. And to what extent are you insured?

A. There is different insurance, and my husband pays that.

30 Q. There are two insurances on it?

A. There is a lot of them, I guess.

Q. You mean a whole lot of policies; how much is the amount of your insurance?

A. \$15,000, I think.

Q. Do you buy your own clothing?

A. Yes, sir.

Q. And your husband does not contribute to that?

A. If I told my husband that I want a little
40 more, he will give me more.

Bridget Sheridan—Cross

Q. How often does he do that?

A. When I ask him.

Q. How often do you ask him?

A. Not very often.

Q. Do you mean to tell us that with this \$68.00 a 10
month and the other items that you mentioned,
during the past year, you paid off this note for
\$1,000 in monthly installments of \$100.00?

A. Yes, sir.

Q. And paid all your other bills besides?

A. Yes, sir.

Q. Now after you had sold this store to your
brother, which you mentioned, you say there was a
certain amount of money which you carried around
with you?

20

A. Yes, sir.

Q. How much was that?

A. I was always adding to it.

Q. How much was it?

A. I had \$1,100 and sometimes more and some-
times less, that I kept in the house.

Q. And you believed in banks, didn't you?

A. Yes, sir.

Q. You thought it was safer to keep money in
banks?

30

A. Yes, sir.

Q. Why did you keep it in the house, then?

A. Because I had not time to go to the bank with
it.

Q. You kept an account in the Emigrant's Indus-
trial Savings Bank?

A. Yes, sir.

Q. And you deposited there on September 15,
1902, \$700.00?

A. Yes, sir.

40

Bridget Sheridan—Cross

... Q. And you continued to make deposits until March 21, 1904?

A. I guess that is right.

Q. And you drew out of that bank in March, on March 30, 1904, \$400?

10 A. Yes, sir.

Q. And on October 24, 1902, you drew out \$300?

A. Yes, sir.

Q. Now, what did you do with that money?

A. I gave that to my brother.

Q. So that you practically had no money in this bank account after January, 1906?

A. I guess that is right.

Q. And that was the only bank account you had up to the time you opened the First National Bank
20 bank book?

A. Yes, sir, that is all.

Q. Where did you get the money with which you opened that First National Bank account?

A. From my brother.

Q. You opened it January 13, 1911, with the sum of \$200.00?

A. Yes, sir.

Q. And this \$1,400 that you kept in the house, how long did you keep that in the house?

30 A. Two or three years, maybe, some of it.

Q. Then what did you do with it?

A. I gave it to my brother Timothy to start the store in Grove street.

Q. When was that?

A. That was in 1902, I think, I am not sure of that.

Q. In 1902?

.. A. I don't know.

Q. And is that the store that was sold to your
40 brother Charles for \$2,062.00?

Bridget Sheridan—Cross

A. \$2,680.00.

Q. And when did you sell it, what year?

A. I really don't know what year now; it was about twelve or thirteen years ago, I think.

Q. Was it before or after you had this—it was 10
before this bank account then?

A. Yes, sir.

Q. Some time before that?

A. Yes, sir.

Q. That is, that the store was sold from your brother Timothy to your brother Charles?

A. It was not sold from my brother Timothy, because he was dead; brother Timothy died, and the store came back to me, and I sold it to my brother. 20

Q. And that was before you opened this bank book?

A. Yes, sir.

Q. Was it before you opened the Emigrants' Industrial Savings Bank Book?

A. No, sir, it was the Emigrants' Saving Bank that I gave the \$1,400 out of.

By the Court—

.. Q. When you opened your account in the Savings Bank—when you had this account in the Sav- 30
ings Bank and had drawn it all out but \$400, that was prior to the transfer of the store?

A. (No answer).

Q. What did you do with the \$2,700?

A. I did not get it for, perhaps, six years; then, according as he gave it to me, I put it in the Hoboken Bank, the First National Bank. I am not very good at keeping dates.

Further Cross—

Q. Wasn't it really after your husband had 40

Bridget Sheridan—Cross

opened up the store at 500 Ferry street, that you gave this money to your brother?

A. No, sir.

10 Q. When did your husband open the store on Ferry street?

A. About ten years ago.

Q. He opened it in 1904, didn't he?

A. Did he? I don't know, I could not say; you can see in those bank books.

Q. Now, isn't it a fact, that the money, that the withdrawal of March 30, 1904, which amounts to \$400.00, was given by you to your husband for the purpose of opening that store in Hoboken?

A. No, sir.

20 Q. And you did not help him in any way to open that store?

A. No, sir.

Q. You did nothing for it?

A. No, sir.

Q. You helped your brothers, but not your husband?

The Court—That is wrong.

Q. Did you loan your husband any money?

A. No, sir.

30 Q. Now, where did you get the money from that you used to buy the house?

A. I worked for it and saved it.

Q. Did you buy any other property between 1904 and 1915?

A. Yes, sir.

Q. Where?

A. In Keansburg.

Q. A piece of real estate?

A. Yes, sir.

Q. A house on it?

40 A. A little house.

Bridget Sheridan—Cross

Q. How much did you pay for that?

A. \$1,500.00.

Q. You bought that from Mrs. Duncan?

A. Yes, sir.

Q. Where did you get the money with which to buy that? 10

A. I made it and saved it; I worked for it.

Q. Where did you draw that from?

A. I had it in the house, and I got it from my brother according as he could give it to me, as I told you, he paid me.

Q. How long ago did you buy that house?

A. About four or five years ago.

Q. And you paid this \$1,500 cash?

A. Yes, sir.

Q. And that \$1,500 you had in the house? 20

A. Yes, sir.

Q. Then, to be correct, it was on September 9, 1912, that you bought that house?

A. Yes, sir, perhaps so.

Q. Don't you know that?

A. Yes, sir, in September.

Q. And that money with which you bought that house, you have been carrying around.

A. I got it from my brother, some of it—according as I was getting it from my brother I was putting it in the bank. 30

Q. How much did you get from your brother?

A. I got \$1,100, and I got \$2,680.00 from him.

Q. There are no mortgages on this house, are there?

A. Not in Keansburg.

Q. That is free and clear?

A. Yes, sir.

Q. And in the summer, you go there?

A. Yes, sir. 40

Bridget Sheridan—Cross

Q. You started to make your deposits in the Hoboken Bank on September 6, 1912, didn't you?

A. I believe I did.

Q. You made a deposit them of \$1,100.00?

10 A. Yes, sir.

Q. And you made no withdrawals from that account until November 5, 1914, when you drew out \$3,400.00?

Mr. Fallon—The book will show what the situation is on that.

Q. Now, where did you say you got the money from that you bought the Keansburg house with?

A. My own money, with the help of my brother; he was paying me according as he could.

20 Q. Where did you get it from, though; was it in the house?

A. I had part of it in the house and part in the bank.

Q. How much did you have in the bank?

A. You can see the book.

The Court—Do the checks show?

Mr. Fallon—There is no check account in the Savings Bank.

By the Court—How much was the Keansburg property?

30 A. \$1,500.00.

Further Cross—

Q. And you had most of that money in the house?

A. Yes, sir.

Q. How much of it did you have in the house?

A. Four or five hundred dollars.

Q. And the rest you drew from the bank?

A. Yes, sir.

40 Q. And none of the money came from your husband?

Bridget Sheridan—Cross

A. No, sir.

Q. Now, later on, when you bought your house here in Hoboken, did you get all of that money from the banks?

A. Yes, sir.

10

Q. What banks did you get it from?

A. The First National and the Hoboken Bank.

Q. How much did you draw from the First National?

A. The First National—now, you would have to look up the book; I cannot remember.

Q. If I showed you the bank book—

The Court—Is that a savings fund, too?

Mr. Fallon—No, sir, that is a check account.

20

By Mr. Fallon—

Q. Is it a savings account?

A. Savings account.

Further Cross—

Q. Now, isn't it a fact that you drew some of the money here—\$500—on September 24th—is that applied to that payment?

A. To the buying of the No. 500 Ferry Street house?

Q. Yes.

30

A. I believe it was.

Q. You did not buy it until November, did you?

A. No, sir.

Q. This is September 24th?

A. I really cannot say; I don't know what I did with it.

Q. Well, on November 5th you took out some money, \$2,100?

A. I might have paid something.

Q. Well, you bought the house in 1914?

40

Bridget Sheridan—Cross

A. Yes, sir.

Q. Well, now, was that the time that you drew the money out of the bank?

A. Yes, sir, I guess that was the last time I drew.

10 Q. Now, when did your brother begin to pay you back the money which you claimed he owed you?

A. When I started the bank account on the First National Bank.

Q. That is the first time you demanded it from him?

A. Yes, sir.

Q. Is your brother in Court?

A. No, sir.

Q. Where does he live?

20 A. I don't know where he is at present; I tried to locate him.

Q. Is everything paid?

A. Yes, sir.

Q. When did he make the last payment?

A. Last winter.

By the Court—

Q. Don't you know where your brother is?

A. No, sir.

Further Cross—

30 Q. Now, in your testimony before Mr. Bradley, you were asked this question: "Q. Didn't you state a few minutes ago that you drew the money from the First National Bank and the Hoboken Savings Bank, Mrs. Sheridan?" That question related to the buying of the Ferry St. house. Your answer was "Yes." That is correct, isn't it?

A. I made a mistake, maybe I didn't understand.

Q. This is on page 19 of the testimony before the Master: "Ques. Then you drew it out of three
40 banks, didn't you; how much did you draw out in

Bridget Sheridan—Cross

New York? Ans. \$300." The rest of the answer is as follows: "Must I answer all these questions? I won't answer any more; I did not think I would have to give my whole life's history. Ques. You refuse, then? Ans. Yes." Now, why did you refuse to answer that question? 10

A. I was all mixed up, and I could not say another word; I was all excited and could not say any more.

Q. Why were you excited?

A. I don't know, nervous, I suppose.

Q. Are you excited now?

A. No, sir, not much.

Q. What was there then that made you excited?

A. I was asked this question and I was getting mixed up; I did not know what I was talking about half the time. 20

Q. Now, your husband is a man of very good habits?

A. Yes, sir.

Q. And he attends to his business very faithfully?

A. Yes, sir.

Q. Is he on the job every night?

A. Yes, sir.

Q. And he is not a man who carouses? 30

A. No, sir.

Q. And he does not leave his place of business very much?

A. No, sir.

Q. And he does not belong to any lodges or societies?

A. No, sir.

Q. He does not pay any dues?

A. No, sir.

Q. Does he have any life insurance?

A. No, sir. 40

Bridget Sheridan—Cross

Q. And he saved nothing out of the store?

A. No, sir, not that I know of.

Q. And the only money that he got out of the store is this \$12.00 a week that he gave to you?

10 A. He gave me \$12.00 a week, maybe more, maybe less.

Q. He has no habit of spending money outside?

A. Not that I know of.

Q. How much of his time does he spend in the store?

A. He spends from 7 in the evening until 8 in the morning, until 9 o'clock sometimes.

Q. He keeps the place open all night?

A. Yes, sir.

20 Q. And in return for this, all he gets out of it is about \$12.00 a week?

Mr. Fallon—I object to that; there is no proof of that.

Q. What kind of a neighborhood is it that you live in?

.. A. It is a tenement neighborhood.

Q. And it is quite thickly populated?

A. Yes, sir.

Q. There is great traffic of trucking passing the saloon doors?

30 A. Yes, sir, it is on Jefferson Street and Ferry Street.

Q. And this traffic continues all night?

A. Sometimes.

Q. Every night?

A. I suppose so, I don't know.

Q. And your husband has a very good trade there?

A. I don't know anything about his trade.

Q. He is kept pretty busy, isn't he?

40 A. I don't know what he is doing at night.

Bridget Sheridan—Cross

Q. Well, you have been in the store business yourself?

A. No, sir, not the saloon business.

Q. I mean you kept a candy store?

A. Yes, sir.

10

Q. And you are familiar with your own business?

A. Yes, sir.

Q. And you never took any interest in what amount of business was transacted by your husband?

A. No, sir, I don't know what the inside of it looks like.

Q. The Ballantine Brewing Company is the company from which your husband buys his beer?

A. Yes, sir.

20

Q. And the thousand dollars that you got from them was received when?

A. I think in August.

Q. What year.

A. Last year.

Q. What did you do with that?

A. I paid for the repairs of my house with it—I helped to pay for the repairs with it.

Q. Who else paid for the repairs?

A. Myself.

30

Q. Whom did you help?

A. I paid the carpenter.

Q. You had other money to pay for repairs besides this \$1,000?

A. Yes, sir.

Q. How much did you have?

A. Oh, Gosh, a couple of hundred.

Q. Where did you get that from?

A. It was mine.

Q. Admitting it was yours, where did it come 40

Bridget Sheridan—Cross

from, where did you accumulate it?

A. I got rent from my husband and I got board from my son-in-law.

10 Q. You say your husband contributed sometimes more and sometimes less; when did he contribute more than \$12.00 a week?

A. I don't know.

Q. How do you know, then, that he contributed more than \$12.00 a week at any time?

A. If I told him to give me so much, he would give it to me; sometimes I don't ask him for much; it is just when I want it.

20 Q. Well, now, the money, the \$1,400 that you gave to your brother Timothy J. Murphy, you got entirely from your house?

A. Yes, sir.

Q. And did you get any of that money from this Emigrant Savings Bank?

A. Yes, sir.

Q. How much did you get from the Emigrant Savings Bank?

A. I don't know; I had some of it in the house.

Q. Now, your brother Timothy J. Murphy was in the saloon business?

A. Yes, sir.

30 Q. And you gave him \$1,400 to go into business?

A. Yes, sir.

Q. And do you remember when he died?

A. He died in 1903, I think.

Q. How do you know that?

A. Well, I ought to remember it, I am sure.

By the Court—

Q. That is the best of your recollection?

A. Yes, sir.

Further Cross—

40

*Mr. Besson—*Do you admit he died in

Bridget Sheridan—Cross.

1903?

Mr. Fallon—I think so.

Q. Where did he die?

A. He died in Colorado.

Q. When did he leave Jersey City?

10

A. He was about nine months away.

Q. So that you must have given him this money at least nine months before he died?

A. Yes, sir.

Q. And do you know what month in 1903 he died?

A. In July.

Q. And what year was it, then, that you gave him the \$1,400 to open the saloon?

A. I think it must have been two years or three years before—two or three.

20

Q. Before he died?

A. Yes, sir.

Q. And where did you get that from?

A. That was money I earned.

Q. Part of that money you drew out of the banks?

A. Yes, sir.

Q. And the balance of it you carried around with you in the house?

A. Yes, sir.

30

Q. And then, later on, after your brother Timothy died, there was another brother?

A. Yes, sir.

Q. What was his name?

A. Charles.

Q. And what did you do with this saloon; did you sell it to Charlie?

A. Yes, sir, I sold it to him.

Q. Do you remember the date of the sale?

A. No, sir.

40

Bridget Sheridan—Cross

Q. Timothy never paid you anything back?

A. No, sir.

Q. How long after Timothy's death did Charles take the place?

10 A. Not long.

By the Court—

Q. Two or three months?

A. Yes, sir.

Further Cross—

Q. What was done with the place while Timothy was in the West?

A. My husband was running it and my brother.

Q. Then, when did your brother Charles make the first payment on this \$2,600?

20 A. Four or five years ago, I guess.

Q. You did not collect a cent from him for five years?

A. No, sir, maybe it was five, I don't know; when he started paying me I put it in the bank.

Q. Is your brother Charles still in business?

A. I don't know; he was in the wine business, he traveled.

Q. When did he quit his saloon?

A. He only had it about five or six months.

30 Q. And it was not profitable to him?

A. No, sir.

Q. Did he fail in business?

A. Yes, sir.

Q. After five or six months.

A. Yes, sir.

Q. Then he did not pay you anything until about five years ago?

A. Something about like that.

Q. And you don't know where he is to-day?

40 A. No, sir, I don't know where he is.

Bridget Sheridan--Cross and Re-Direct

Q. And you did not know at the time you were testifying before Mr. Bradley?

A. No, sir.

Q. And you have not been able to locate him since that time?

A. No, sir.

10

Re-Direct Examination by Mr. Fallon—

Q. Have you inquired as to where he was Mrs. Sheridan?

A. Yes, sir.

Q. Where did you learn that he had been?

A. They did not know where he was.

Q. I show you this bank book of the First National Bank, and call your attention to an entry of May 20, 1914, \$1,000 deposit, and ask you if that refreshes your recollection as to the time when you got the \$1,000 from the Ballantine Brewing Company?

20

A. Yes, sir.

Q. That is the thousand dollars which you got from the Brewing Company, which you deposited in that bank at that time?

A. Yes, sir.

Q. How much did you pay to Mr. O'Neill when you contracted to buy the property, the first payment?

30

A. Wasn't it \$2,600?

Q. The time you first signed the contract; how much did you first pay?

A. I don't know.

Q. I show you entry on September 24, \$500, and ask you if you remember whether that \$500 was used to pay Mr. O'Neill?

A. Yes, sir.

Q. And then the item of November 5, 1914, 40

Bridget Sheridan—Re-Direct and Re-Cross.

\$2,100, that went to make up the total of \$2,600 that you drew from the bank to pay the O'Neils?

A. Yes, sir.

Q. And the other \$2,400 you drew from the Hoboken Savings Bank?

10 A. Yes, sir.

Re-Cross Examination by Mr. Besson—

Q. What taxes did you pay on that property?

A. I don't know.

Q. Do you know what taxes you paid?

A. No, sir; I don't remember.

Q. You cannot remember approximately?

A. No, sir.

By the Court—

20 Q. Don't you know the yearly amount?

A. No, sir.

Q. Was it \$100, \$200 or \$300; have you got your tax bill here?

A. No, sir.

Further Re-Cross—

Q. Do you pay your coal bills on that property?

A. No, sir.

Q. Do you pay the gas bills?

30 A. No, sir.

Q. Do you pay the electric light bills?

A. No, sir, my husband pays it.

Q. You put in steam heating in the building, didn't you?

A. Yes, sir.

Q. You don't pay for the coal bills for that steam heating?

A. No, sir.

Q. And your husband does not pay you any
40 money now except the rent?

Bridget Sheridan-Re-Cross

A. The rent and enough to keep the house.

Mr. Fallon—That is all the proof I have to offer. We rest.

BOTH SIDES REST.

10

The Court—I shall have to read the testimony over unless you can excerpt it for me and then present it to me, both of you. Mr. Besson will, doubtless, allow Mr. Fallon to read the testimony through that was taken before the Master.

20

TETIMONY.

It is stipulated and agreed by the attorneys for the respective parties in the above entitled cause that the testimony of Frank W. Bauer be taken
 10 stenographically before Maurice J. Breen, a Master in Chancery of New Jersey, by Teresa A. Curtin, stenographer. It is also stipulated that the stenographer's oath be waived, and that the signature of said Frank W. Bauer be waived. It is further stipulated that said testimony be considered by the Court as testimony taken before the Court in the above entitled matter.

Appearances:

20 JOHN I. WELLER,
 Solicitor for complainant.
 JOHN J. FALLON,
 Solicitor for defendants.

Frank W. Bauer, being duly sworn, according to law, upon his oath deposes and says:

Examination of John J. Fallon:

Q. Where do you live, Mr. Bauer?

A. Elizabeth—528 South Broad Street Elizabeth.

30 Q. By whom are you employed?

A. By P. Ballantine & Sons.

Q. In what capacity?

A. As a collector.

Q. How long have you been employed by them?

A. Since 1882.

Q. Do you know John Sheridan and Bridget Sheridan, his wife?

A. Yes, sir.

40 Q. Do you collect from John J. Sheridan from his saloon, 500 Ferry Street, Hoboken?

A. Yes.

Q. Does P. Ballantine & Son deal with John Sheridan?

A. Yes, sir.

Q. Has P. Ballantine & Sons been dealing with John J. Sheridan since he conducted the saloon at 500 Ferry Street? 10

A. Yes, sir; he bought out O'Neill and we loaned him money on a chattel mortgage.

Q. Have you collected from his ever since that time?

A. Yes, sir.

Q. Now, in May, 1915, did you have a business transaction with Mrs. Bridget Sheridan?

A. Yes.

Q. Will you state what that transaction was? 20

A. They told me downstairs that Mrs. Sheridan wanted to see me upstairs. I went up. She told me she bought the house of O'Neill; that is the estate of O'Neill, and she was some way short—and she asked me could I perhaps give her \$1,000—that is loan her \$1,000—and I said to her that the firm would give her a mortgage. She says, well, that would cost some expense, would not a note do. Well, I said I would see what I could do. Then I did ask the firm, made an application, and told them the circumstances, and they kindly said they would loan her the \$1,000; she said she promised to pay off \$100 per month, and she gave P. Ballantine & Sons a note for \$1,000. I know I got \$100 every month. 30

Q. I show you a paper now, which is dated May 19, 1915, and purports to be a promissory note for \$1,000 made by John J. Sheridan to the order of P. Ballantine & Sons, and which bears the endorsement Bridget Sheridan; then there is writing upon 40

Frank W. Bauer—Direct

it—"Paid in full by Bridget Sheridan, Frank W. Bauer, Collector for P. Ballentine & Sons, Newark, N. J."—and on the back of the note and at the bottom appears the initials in pencil, F. W. B., and I ask you if that is the note to which you refer?

A. Yes, that is the note.

Q. Is that the note that was signed by Mrs. Sheridan?

A. Yes. The young fellow in the brewery told me it would be best to have Mrs. Sheridan endorse it.

Q. Who was the young fellow?

A. Well, we have an old fellow, that is the manager, rather superintendent, that is the sales manager.

Q. What is his name?

A. I think it was Mr. Ford—he is in the coal business now.

Q. Well, how did you come to have the note signed on the front of it by John J. Sheridan?

A. The young fellow in the brewery told me to have the note signed by her husband.

Q. Who did you give the money to?

A. To Mrs. Sheridan.

Q. And who did you receive the money from in payment of the note? Who paid you?

A. Mrs. Sheridan paid \$100 every month. She has the entries in a little book.

Q. Was Mrs. Sheridan obliged to pay interest on the note?

A. I tried to get that off, but they would not do it. She wanted the note back when it was paid, so I did not get the note back, so finally I settled it for an adjustment, that means to say that because

Frank W. Bauer—Cross

she had paid \$100 every month, it was not a year's interest on \$50, but I charged her \$25 interest, and then she got the note.

Cross-Examination by John I. Weller:

10

Q. Where did you get this note from to-day, Mr. Bauer?

A. I did not see it sir.

Q. When was the last payment made to you?

A. She could easy bring that book sir.

Q. But don't you know?

A. I could not known now.

Q. How long ago was it since the last payment was made to you?

A. The note was paid every month—\$100 as she 20 never missed a payment.

Q. It appeared at the hearing on July, 1916, this note was still in the possession of the brewery—do you know whether it was or not?

A. I liked to get the interest off for her and it took quite a while before she finally paid me the \$25.

...

Q. She refused to pay you any interest?

A. No, she did not refuse, but she thought I could do that for her.

30

Q. When you made this agreement with her, did she agree to pay interest?

A. Yes, the note must say interest on it.

Q. You say she refused to pay the interest?

A. No, she did not refuse, but she thought I could get it off for her.

Q. Why, Bridget Sheridan was nothing to P. Ballantine & Sons, why should they waive the payment of interest?

P

A. Perhaps because her husband bought beer of 40

us, she thought perhaps I could get the interest off, so of course the firm made a settlement or an adjustment.

10 Q. You say you gave her the money? Sure of that?

A. Well, a check.

Q. Didn't you give the check to John J. Sheridan?

A. No.

Q. Who was the check drawn to?

A. Well, I could not say.

Q. If she had borrowed this money, why did you draw a check to John J. Sheridan?

A. Well, because he signed the note, didn't he?

20 Q. Yes, but if she was borrowing the money and she was only an endorser, why didn't you draw the check to her?

A. Perhaps the firm would have drawn it to her, but the young man, as I said, drew the check to John J. Sheridan.

Q. How did that happen?

A. I don't know how that was. Well, because he signed the note.

30 Q. Well, if John Sheridan signed the note, why wasn't the check drawn to John Sheridan.

A. Well, I suppose the firm had his name to checks—as long as she did not make no mortgage—so he signed the note.

Q. John Sheridan signed the note and she endorsed it?

A. Yes.

Q. And the check was made to John Sheridan alone?

A. No, that I could not swear.

40 Q. But the evidence shows?

A. I cannot remember just how the check was made out now.

Q. Now did you say anything to John Sheridan about this \$1,000 before the check was drawn?

A. I said that his wife asked for the \$1,000. 10

Q. When did you say that to him?

A. At the time when I brought the money and after I came upstairs.

Q. Well, John Sheridan had spoken to you about this \$1,000 before?

A. No.

Q. Well now, if John Sheridan had not said anything to you about borrowing this money how did you happen to have a note signed by John Sheridan and the check made payable to John 20 Sheridan and not to the wife?

A. Well, when—

Q. But if the wife were borrowing the money, why didn't you draw the check to her?

A. I don't know.

Q. You told the firm just what they said to you, didn't you?

A. I told the young man that she wanted to borrow \$1,000.

Q. You didn't tell them that John Sheridan 30 wanted to borrow anything?

A. No. I told them that Mrs. Sheridan asked me for the \$1,000, that she bought the house?

Q. You told them that Mrs. Bridget Sheridan wanted to borrow, yet the note was made by John Sheridan and the check was made by the Brewing Company to John Sheridan.

A. Yes, I said that Mrs. Sheridan wanted to borrow the money, and that John Sheridan sign it, and she endorse it. 40

Q. You have been in the brewery for quite some many years, and don't you know that the endorsement of a married woman is no good?

A. No—the endorsement is—well if she acts the baby act it would be void.

10 Q. So you knew that at that time?

A. I knew that.

Q. Still you had John Sheridan sign the note and her endorse the note, and made check payable to John Sheridan?

A. I didn't do that.

Q. But you know the check was made payable to John Sheridan alone, and to whom did you give that check?

A. I gave it to her.

20 Q. Why did you give it to her when it was payable to John Sheridan?

A. Well I wanted him to sign it and her to sign it and then I knew they had to sign the note.

Q. It was signed in your presence?

A. Yes, sir.

Q. Yes, I brought our check there and they gave me the note?

Q. Was the check signed in your presence?

A. No.

30 Q. And you just handed the check to Bridget Sheridan.

A. Yes, I went, and then she called me downstairs—he was in bed that morning, he had been working late.

Q. Did she give the check to John?

A. No.

Q. What did he say to her?

A. He says you can go to the bank and get the money.

40 Q. You heard him say that?

A. Yes, you can go to the bank and get the money on this check, so she says she would keep her promise and pay \$100 per month, and she has. She has paid me \$1,000. She has got that book to show it.

Q. Every time that you got this \$100 did you keep a record of it? 10

A. In a book that she has.

Q. Did you keep an account of it?

A. In my book.

Q. Where is your book?

A. I have not got the book here.

Q. Have you got the book?

A. Yes.

Q. Can you produce it to Mr. Fallon? 20

A. Yes.

Q. Will you do so within the next week?

A. Yes.

Q. You put this in your beer book every time she paid you.

A. Yes, in the little book.

Q. Who was it that asked you for this money first?

A. Mrs. Sheridan.

Q. John Sheridan swears as follows: "Yes, I asked the collector." That is not so then? 30

A. Well, I think she asked me first.

Q. Now the question was: How recently did you at your wife's request look to the Brewing Company for the loan of \$1,000? and he answered, Yes. I asked the collector?

A. He might have asked me too, I don't remember, but I know I was down stairs and they said a lady wanted to see me upstairs.

Q. Who said a lady wanted to see you upstairs, 40

did the bartender, did he tell you what the lady wanted?

10 A. Well, either the bartender, O'Neill, I don't know, but then I have often been upstairs before, because she had paid me perhaps some beer bills when he was sick or at Keansburg.

Q. Now you don't know whether he asked you first or she asked you.

A. The impression is that either he or O'Neill told me to go upstairs that Mrs. Sheridan wanted to see me, well I think it is that she asked me first.

Q. Will you say that he ever asked you to borrow this \$1,000.

A. I cannot swear, he might have.

20 Q. I will repeat the question again: Now recently did you at your wife's request look to the Brewing Company for the loan of \$1,000—he says, yes, I asked the collector. I want to know if that is true?

A. He was not there.

Q. He spoke to you first?

A. No, they told me to go upstairs, either he or the bartender.

Q. Well now, when you went upstairs did you make your full bargain with her?

30 A. No, I had to make an application.

Q. Did you make the application in writing?

A. No. I stated to the man in the office, but perhaps the man would have made the application.

Q. Don't you know that brewing companies always make such applications?

A. We never make an application—we give it to the young man, and it is he who puts it down.

Q. Well now the Brewing Company has a record of that?

40 A. I don't know—after the action is done, and

he obtained that note, or rather the money, and he gave it to me.

Q. Mr. Bauer, don't you know if there was an application signed by John Sheridan.

A. No, there was not.

10

Q. Don't you know there was an application in the book, which was put down as John Sheridan's application.

A. No, there is no books of these applications, because it was not a chattel mortgage, it was simply a note.

A. If it was a chattel mortgage they would write an application.

Q. How did they make out this application

A. In the form of a mortgage; it says how much the chattels are, in whose name the license is, who is the owner of the property, and how much he paid for the chattels, and how much mortgage he demands.

20

Q. Well, don't you know that there is such an application?

A. No, there is not a printed form of that kind I ever seen there.

Q. Well, is there a handwritten form there?

A. Well, there is this young man in the office and he might put it down.

30

Q. Well, the book will show it? The application will show it?

A. There is not such an application in print, and I am sure that the manager would not save all them slips of all the 30 collectors every night.

Q. You are not in the habit of loaning money to people who are not customers of the Brewing Company, are you?

A. No.

40

Q. How did you happen to loan Bridget Sheridan the money?

A. Because she was the wife of Sheridan, our customer, and she had bought the house.

10 Q. Why did you want Sheridan's name on the note?

A. That I do not know. The young man told me it would be better to have his name on the note than doing business with a woman alone.

Q. Why did you have the check made to John Sheridan alone?

A. I don't know why the firm did do that—whoever made the check—I have no jurisdiction there; I don't go up to the bookkeeper and tell him what to do.

20 Q. You did not take any chattel mortgage for the \$1,000?

A. No, that is the reason perhaps, if she had not paid they would hold him too.

Q. You really loaned to both of them?

A. No.

Q. What do you mean then that if she had not paid they would have held him too?

A. Well, he signed it also, didn't he?

Q. And the check was made to him alone?

30 A. I think it was—but they gave me the check and I brought the note back.

Q. How did you expect to make Bridget Sheridan pay if you loaned the money and made the check to John Sheridan?

A. Because she demanded that she would be good for it, and that that was her house—and I had been doing business for years with her husband.

Q. I know, but you had not been doing business with Bridget Sheridan.

40 A. No, but him and her were good people, and

they always paid me.

Q. If you were loaning the money to her why did you not have the check drawn to Bridget Sheridan?

A. Well, that is a question I am not the master of. This young man, who gave it to me told me it was just as good if she endorsed it. 10

Q. Yes, but when you made this check payable to John Sheridan, he could have endorsed it and handed it to anybody?

A. He had to endorse it—and he then gave her the check, and she has a bank account—she must have put it in the bank; I believe she can show a bank account.

Q. Did she pay this \$100 in checks or in cash? 20

A. In cash—and she has got the receipt, I believe

Q. Did she always hand you this cash herself?

A. Yes. She handed me the whole amount until it was paid and also handed me the last \$25.

Q. I say John Sheridan could have put his name on the back of the check and got it cashed anywhere, couldn't he?

A. Yes, he could. But when I brought the check, I went upstairs and she saw the check. she had the check. 30

Q. You said a while ago that he did not put his name on the check while you were there.

A. I could not swear that he endorsed it then and there.

A. But you said awhile ago that he did.

A. I believe he did, really I could not swear to it.

Q. Did you have a very long argument over the question of interest?

A. No—It took several weeks or more before the 40

loan was made.

Q. Well, what was the contention of you and what was the contention of Mrs. Sheridan.

A. She said she would like to get it without interest, and I told the young man in the brewery
10 that I would like to get it without the interest.

Q. How did you happen to say that?

A. Because her husband was a customer of ours.

Q. And did she ask you to try to get it without interest?

A. Well, she says do your best to get it without the interest—well she signed it at the percentage, that she had to pay the interest—anyway the interest was calculable—I believe it was \$25. She paid me the last day.

20 Q. Now, you say that the first you talked about this was to Bridget Sheridan herself?

A. Yes.

Q. Well, we will see what she says? Mr. Fallon asked Bridget Sheridan: Now then, is not a fact that some time this year you borrowed on the deal of the house, 500 Ferry Street, \$1,000, offered you from P. Ballantine & Sons on the note, and she answered "No."

A. Well, in the first place, it was not offered to
30 her, she asked for it.

Q. Well, did she borrow it—she says she didn't?

A. Well, what date was it when she bought the house—it might not be the date of the sale.

Q. But she says she didn't borrow any \$1,000.

A. Well, she did—she paid for it and she has got the receipt. When did they buy that house—it might not be the same date.

Q. Did you loan her \$1,000 on two different occasions?

40 A. No, only once—only on that note.

Q. You say she arranged the deal?

A. Yes.

Q. Well, now, who did arrange it, the husband or she.

A. As a man, it is Bridget Sheridan asked me for the \$1,000. Personally, myself, it was I said I could not do it very well unless I got a mortgage, and she said that a mortgage would be expensive, so I said I would see what I could do, and then I asked the firm. 10

Q. What did the firm agree to do, to loan her or him \$1,000?

A. I stated to the young man that Mrs. Sheridan had bought the house now, it was not that day I am sure when the deal was made. He says, well, what security would she give me. She will give me a mortgage, but that would cost some money to have the search, etc., and she was willing to give a note and pay \$100 every month—that was her agreement. He says, well then will she pay interest and I said yes, and of course the note was made with interest and afterwards I tried to get the interest off, but I got only \$25.00 off. 20

Q. I am asking you again if that is true, why was the note signed by John Sheridan, and why was the check made payable to John Sheridan? 30

A. Well, that is the question that they done upstairs. The application was made and then finally I got the check. He said let her endorse the note, and it is better that a man's name is on it too.

Q. What did the Brewer man say about his having made the check to John Sheridan alone?

A. He says get him to sign it and let her endorse it.

Q. He did not say anything about the check being made to John? 40

A. No, he did not speak particularly about that.

Q. Who arranged the deal about loaning this money?

10 A. I did first, with the young man downstairs in the Brewery—the assistant manager, it is I who reported to him that Mrs. Sheridan wanted the \$1,000.

Q. You reported to him?

A. Yes.

... Q. What have you to say about Bridget Sheridan testifying that she asked her husband to arrange the deal for her?

Mr. Fallon Objects:

20 I object to this question upon the ground that it is incompetent—that in a measure it calls for the characterization by this witness, of the testimony of another witness, which is improper and inadmissible.

Q. But he answers—I don't know.

Q. Well, then I want to ask another question? Did she tell the truth when she said that she asked her husband to arrange the deal about borrowing this money for her?

A. She must have made a mistake.

30 Q. You say you received this note back at the rate of \$100 per month?

A. Yes.

Q. And that every time you received a payment you receipted in the back of her beer bill?

A. No sir—in a little private book she had.

Q. What was that book?

A. Such a 5c book, with a brown cover.

Q. What did you write when you wrote those entries. Received of John and Bridget Sheridan?

40 A. I don't exactly know. I don't know how I stated it. Every month, I believe, I received \$100.

Q. Well, now. John Sheridan was obligated on the note? He made the note—you must have receipted for him, too, didn't you?

A. I could not honestly swear to that.

Q. How did you enter them in your own book. 10
Cash on note?

A. Just cash on note.

Q. You say you have that book?

A. I think I have.

Q. I would like to have both of those books produced.

Q. Who was this man in the Brewery that said John Sheridan should sign the note too.

A. I think it was Mr. Ford. He is in the coal business. His father used to have a Brewery business. We have a gentleman now by the name of 20
Tatton, but I think his name was George Ford, he is in the coal business in Bayonne. He left us and he bought an interest there.

Q. Oh, I see you have on the back of this note, dated May 19, 1915, "Paid in full by Bridget Sheridan, Frank W. Bauer, Collector for P. Ballantine & Sons, Newark, N. J. When did you put that there?

A. I don't know when that was—isn't the date 30
on it?

Q. No, no date on it.

Q. Well, tell me the very best you can when you wrote that there?

A. No date on it—I could not tell you.

Q. You couldn't tell me whether it was within six months?

A. Oh, yes. It must have been within six months.

Q. Where were you when you wrote that on there?

A. Upstairs, maybe in 1915—why, yes, certainly. 40

Q. You wrote it and gave it to her at her house?

A. Yes.

Q. Wasn't that done within the last few months.

A. Perhaps it was done when she paid the interest.

10 Q. When was that?

A. That is not so long ago. I could not tell you.

Q. A couple of months?

A. When the interest was paid—three or four months ago—If I got my books I could show.

Q. Well, tell us the very best you can when this was done?

A. Well, as you say it was within the last six months, but I really cannot swear to it.

20 Q. You knew at the time you wrote that there that there had been a suit pending in the Court of Chancery?

A. They told me they had a suit.

Q. Yes, and Bridget Sheridan asked you to write that there?

A. No, sir, nobody asked me. Naturally when they had that note paid, they wanted to show that they paid in full—that Ballantine had no claim.

Q. She never paid you any check for this at all?

A. No.

30 Q. Yet you knew she had a bank account?

A. At that time she said she had a bank account, I don't know in what bank. I never got any check, except it was a check of the railroad in payment of beer bill from her husband.

Q. He paid you in cash down stairs at the bar?

A. Yes, he did and the barkeeper has paid me in cash and in checks also from the Railroad Company, and she has paid me already when neither of them were there. I never had no check of her's or

40 his, I know that.

Q. I see.

Q. They made quite large payments almost every week?

A. Yes, \$60, \$70, \$80 a week.

Q. When they were at Keansburg she looked after the bar, didn't she? 10

A. No, I say she might have paid me when the barkeeper was at Keansburg.

Q. Who was tending the bar when the barkeeper was away?

A. Mr. Sheridan, or they had some other barkeeper—not a regular barkeeper—a friend, perhaps.

Q. Well, she never tended the bar did she?

A. No. I have seen her a couple of times, but she never tended bar. 20

Q. But she came down and paid you didn't she?

A. No. If she ever paid me I went upstairs, and she has paid me downstairs too when she was dressed to go out, and perhaps had the money rolled up in a piece of paper.

Q. She had the money in a piece of paper?

A. Yes—She brought that down from upstairs and she paid the beer bill with that, and she had some check in that perhaps.

Q. Did she ever tend bar? 30

A. No. she never tended bar there.

That is all.

I, Maurice J. Breen, one of the Masters in Chancery of New Jersey, certify that the foregoing deposition of Frank W. Bauer was taken before me by Teresa A. Curtin, a stenographer, selected by me on June 16, 1917, and that the solicitors of the respective parties waived the oath of said stenogra- 40

pher and the signature of said Frank W. Bauer,
and I believe that said deposition accurately states
the evidence of said Frank W. Bauer.

10

MAURICE J. BREEN,
Master in Chancery of New Jersey.

John A. Miller—Direct.

Continuation of the taking of testimony in the above-entitled cause, at the Chancery Chambers, Jersey City, New Jersey, on the 28th day of June, nineteen hundred and sixteen, before HON. VIVIAN M. LEWIS, Vice-Chancellor.

10

Appearances as heretofore noted.

JOHN A. MILLER, being duly sworn, testified as follows:

By the Court:

Q. Wha is your profession?

A. Attorney and Counselor-at-Law, of a number of years' standing, in Newark, New Jersey. I have been counsel for the P. Ballantine & Sons Company for a number of years, but I have no position 20 in their business; P. Ballantine & ons were served yesterday afternoon with a subpoena in this case to testify and to bring with them a certain check to the order of John J. Sheridan by P. Ballantine & Sons, dated May 19, 1915, for \$1,000, which bears the indorsement of John J. Sheridan; that is all that the sbpoena says. At the request of the manager of the company, I produce the check here, and would like to have it copied so it may be returned; Check "No. 34,996, Newark, N. J., May 19, 1915, 30 Essex County National Bank; payable at National City Bank, New York (C. V. B. stamped); pay to the order of John J. Sheridan One thousand dollars, \$1,000." Signed, "P. Ballantine & Sons, Geo. Frelinghuysen;" (indorsements on back); "John J. Sheridan, Bridget Sheridan (received payment through New York Clearing House, May 21, 1915), (The American Exchange National Bank, N. Y., Arthur P. Lee, Cashier.) (Pay to the American National Bank, New York City, or order, May 20, 40 1915, First National Bank of Hoboken, N. J., W.

John A. Miller—Direct.

W. Young, Cashier."

This check was given to John J. Sheridan, being the amount of a loan made to him at that time by P. Ballantine & Son.

10 *By Mr. Fallon:*

Q. Is the note here, too?

A. We were not asked to produce any note.

By Mr. Weller:

Q. Do you know whether a note was given?

Mr. Fallon:

I object to all this testimony; it is all in evidence in the supplementary proceedings.

By the Court:

20 Q. Do you know whether any note was given?

A. I don't know; I did not have charge of this transaction.

Mr. Fallon:

I ask to have all this testimony stricken out.

The Court: I note the objection.

Check Marked "Exhibit Miller 1."

30 *Mr. Weller:* We offer in evidence the chattel mortgage made by John J. Sheridan to the Jacob Rupert Brewing Company, bearing date, November 18, 1904. We want to offer the mortgage and the papers and the note.

Besides that, I understand the tax bill is to go in—the tax bill of the property down there at Hoboken; that was left open, I understand, \$129.98.

40 *Mr. Fallon:* It was not left open; this case was closed; however, I won't object to it. It is important that the records of the Brewing Company be brought here to show what the transaction was,

John A. Miller—Direct.

and the burden of producing that should be thrown on the other side.

(On July 10, 1916, Mr. Miller produced the note, which the Court ordered to be copied into the record, as follows) :

\$1,000. Newark, N. J., May 19, 1915. One day after date, I promise to pay to the order of P. Ballantine & Sons (a corporation) One Thousand Dollars, with interest, at its office, 58 Freeman Street, Newark, N. J., value received. Demand, protest and notice of protest waived.

Witness my hand and seal.

JOHN J. SHERIDAN." (Red Seal).

Indorsed on the back:

"BRIDGET SHERIDAN,
F. W. B." (in pencil).

(The note and check were returned by the stenographer to Mr. John A. Miller, on July 12, 1916, through the mail).

10

20

30

John J. Sheridan—(Recalled)—Direct.

Continuation of the taking of testimony in the above-entitled cause, at the Chancery Chambers, Jersey City, New Jersey, on the tenth day of July, nineteen hundred and sixteen, before HON. VIV-

10

IAN M. LEWIS, Vice-Chancellor.

Appearances as heretofore noted.

John J. Sheridan recalled.

Direct Examination by Mr. Fallon:

Q. There has been submitted to the court here a week or so ago a chattel mortgage, purporting to have been made by to the Jacob Rupert Brewing Company in November, 1904; do you recall having made such a mortgage?

20

A. Yes, sir, November.

Q. When did you attain title to that store for which you made this mortgage?

A. November, 1904.

Q. What was the address of the store?

A. 560 Grove treet, Jersey City.

Q. From whom did you acquire title to that store? whom did you get it from?

A. From the Jacob Rupert Brewing Company.

Q. You made your mortgage to them for how much?

30

A. \$2,500 and some odd dollars.

Q. Now, this Timothy J. Murphy, your wife's brother, was he dead before you acquired possession of that store?

A. Yes, sir, he died in 1903, about July 11, 1903, in Colorado.

Q. Where was he buried?

A. Calvary Cemetery, in Brooklyn.

Q. How long did you continue that store in Grove Street?

40

A Up to August, 1908.

John J. Sheridan—(Recalled)—Direct.

Q. Did you sell it then?

A. No, sir, I had to lock it up; I closed it up and left it.

Q. Now, at some time between November, 1904, and the year, 1908, in August, you discontinued business with the Jacob Rupert Brewing Company and did business with Mayer Brewing Company? 10

A. Yes, sir.

Q. Between November, 1904, and August, 1908, you discontinued business with the Jacob Rupert Brewing Company, and did business with the Mayer Brewing Company?

A. Yes, sir.

Q. When was that?

A. 1908.

Q. That was in 1908? 20

A. Yes, sir.

Q. At that time did you pay any money to the Jacob Rupert Brewing Company or to the Mayer Brewing Company?

A. The Mayer Brewing Company paid it off; they got the fixtures.

Q. Your wife underwent an operation recently?

A. Yes, sir.

Q. When was that?

A. I think it is four weeks ago last Saturday. 30

Q. And she was in the hospital for a time?

A. Yes, sir.

Q. And is the wound which she had on her body as the result of that operation, is that closed yet?

A. No, sir, pus is still coming out of it.

Q. Is she still being treated?

A. Yes, sir.

Q. Is it daily treatment?

A. Yes, sir, the doctor told her how to treat herself. 40

John J. Sheridan—(Recalled)—Direct and Cross.

Q. Do you know that pus is still coming out of it?

A. Yes, sir, it is.

10 Q. Did your wife have any knowledge whatever of this transaction that you had with the Jacob Rupert Brewing Company in November, 1904?

A. No, sir.

Q. Nor with the Mayer Brewing Company, either?

A. No, sir.

Cross-Examination by Mr. Weller:

Q. You say that the saloon at 560 Grove Street, originally belonged to Timothy J. Murphy?

A. Yes, sir.

20 Q. And Mr. Murphy went away sick and died on July 11, 1903?

A. Yes, sir.

Q. How long had he been away sick when he died?

A. He went October, 1902, and never returned.

Q. Where did he die?

A. In Colorado.

30 Q. While he was gone, and between October, 1902, and the date of his death, who ran the saloon, if anyone?

A. I was the bartender, and his brother, Charles, was bartender.

Q. The two of you were bartenders?

A. Yes, sir.

Q. And the business ran right along?

A. Yes, sir.

Q. Whose name was the license in?

A. In Timothy J. Murphy's.

Q. It was in Timothy J. Murphy's name in 1902?

40 A. Yes, sir.

John J. Sheridan—(Recalled)—Cross.

Q. 1903?

A. I don't know about 1903.

Q. Isn't it a fact that Charlie did not get hold of it until 1904?

A. No, sir, not before 1904.

10

Q. Who ran the place up to April, 1904, who ran the place?

A. Charlie Murphy and I.

Q. What did you do with the money you took in?

A. There was not much money there; we paid the funeral expenses and they had to send him \$50 a week to Colorado for his board in the sanitarium.

Q. After he died, July 11, 1903, did you keep on running the saloon right on up to 1904?

A. Yes, sir.

20

Q. You and Charlie Murphy ran the saloon after his death, up to 1904?

A. Yes, sir.

Q. In 1904, Mr. Murphy took charge of the saloon?

A. Yes, sir, my wife sold it to him—

Q. Answer my question; in April, 1904, Charles Murphy took charge of the saloon?

A. Yes, sir.

Q. Then he borrowed \$2,000 from the Jacob Ru-
pert Brewing Company, didn't he?

30

A. Yes, sir, that is a fact.

Q. When Timothy died, the fixtures and everything were in the saloon.

A. Yes, sir.

Q. What did he borrow that \$2,000 for?

A. That I don't know; he spent some of it in fixing up the place, I know.

Q. But the fixtures were in there?

A. Yes, sir.

40

John J. Sheridan—(Recalled)—Cross.

Q. He did not put any new fixtures in there?

A. No, sir.

By the Court:

Q. Do you know what "administer" means?

10 A. Yes, sir; it means to levy.

Further Cross:

Q. Did anyone go up to the Surrogate's office and take out letters there?

A. No, sir.

By the Court:

Q. Do you know what "taking out letters" means?

A. No, sir.

20 *Further Cross:*

Q. Did anyone take charge of his estate?

A. No, sir; my wife sold it to him on the first of April in Judge Carey's office.

Q. Was that the time he got the \$2,000 from the brewery?

A. No, sir; that was months afterwards.

Q. When was it he got the \$2,000.

A. He got it some time in the summer.

Q. Charlie Murphy took hold of the place in
30 April, 1904?

A. Yes, sir.

Q. Isn't it a fact that on April 10th, 1904, he borrowed the \$2,000 from the brewery?

A. Not that early.

Q. Did Timothy J. Murphy have any mortgage on the saloon?

A. No, sir.

Q. In November, 1904, he took the place?

A. Yes, sir.

40 Q. And you borrowed \$2,500?

John J. Sheridan—(Recalled)—Cross.

A. I did not borrow a nickel.

Q. Didn't you borrow \$2,580 from the Brewery Company?

A. I just signed the paper.

Q. That just paid the old debt; now, when 10 Charlie Murphy signed it, he buys an old mortgage?

A. He got \$2,000.

Q. In cash?

A. Yes, sir; there was no mortgage in the place when Charlie got hold of it.

Q. Do you mean to say that he took this \$2,000 in cash himself, and did not pay your wife anything?

A. Not a nickel—whatever he spent on the 20 store.

Q. When did Charlie go away?

A. November, 1904.

Q. Then you purchased the place and signed the mortgage to the Jacob Rupert Brewing Company?

A. Yes, sir.

Q. Where did Charlie Murphy go when he went away?

A. I don't know.

Q. Have you ever seen him since? 30

A. Yes, sir.

Q. Where did you see him?

A. I saw him here last fall.

Q. Where?

A. In Hoboken.

Q. Does he live in Hoboken?

A. No, sir.

Q. Where does he live?

A. I don't know exactly where he lives; he paid back the \$2,680 worth of notes. 40

John J. Sheridan—(Recalled)—Cross.

Q. Where did he come from?

A. I don't know.

Q. After he left here he went up to Scranton, Pennsylvania, didn't he?

10 A. I don't know.

Q. Didn't he attend bar in Scranton?

A. Maybe.

Q. Did you ever hear of his running the business after he left Grove Street?

A. He has been in the wine business.

Q. Where?

A. I don't know.

Q. You don't know what city?

20 A. No, sir; that is what he claimed, that it what he said when he was at my house.

Q. When was that?

A. A year ago last fall.

Q. Did he stop over night?

A. No, sir; he just visited.

Q. How long did he stay?

A. A few hours.

Q. Where did he come from?

A. I didn't ask him.

Q. You didn't ask him?

30 A. No, sir.

Q. Nor where he lived?

A. No, sir.

Q. Nor what he was doing?

A. No, sir.

Q. Nor anything about it?

A. It was none of my business what he was doing.

Q. You did not care anything about it?

A. No, sir.

40 Q. When had you seen him before this last fall?

John J. Sheridan—(Recalled)—Cross.

A. He had been around quite often.

Q. Where was he living when he was around quite often?

A. I don't know.

Q. You never asked him?

A. No, sir.

10

Q. Where did he send this money from that he sent to your wife?

A. He used to call at the house with the money.

Q. Where did he come from?

A. That I don't know.

Q. Do you mean to say he came to your house in 1910, '11, '12, '13 and '14?

A. Yes, sir.

Q. Are you sure of that?

A. I don't think he was there last year, but he was there in 1914.

20

Q. Isn't it a fact that he has been down and out for years?

A. You cannot prove that nor anyone else; he was always well dressed; anyone that has seen him in Hoboken will tell you he is a well-dressed man.

Q. Isn't it a fact that the last work he ever did was to attend bar in Scranton, Pennsylvania?

A. I don't know.

Q. And that since that time he has not done anything but just lived around wherever he could?

30

A. That is not so, he looked good and prosperous.

Q. And that was in 1914?

A. Yes, sir.

Q. You never heard from him since?

A. No, sir.

Q. You never knew where he sent your wife's money from?

A. He brought it to the house.

40

John J. Sheridan—(Recalled)—Cross.

Q. You don't know where he brought it from?

A. No, sir.

Q. When Charles J. Murphy signed the mortgage, was there a mortgage already on there?

10 A. No, sir; not a penny.

Q. How did you come to sign a mortgage for \$2,560.00?

A. That is what Charlie Murphy got.

Q. Charlie got \$2,000?

A. Well, he might have owed beer bills.

Q. Didn't you tend bar up to the time you purchased the place?

A. No, sir; I did not.

Q. Didn't you work there in the saloon from April until November, 1904?

20 A. No, sir; I was in Hoboken in April.

Q. But didn't you also work at 560 Grove Street?

A. No, sir.

Q. When did you leave 560 Grove Street?

A. 1908.

Q. In 1908—then in 1904 you were at 560 Grove Street?

A. I started a saloon in Hoboken in April, 1904.

Q. 1904?

30 A. Yes, sir.

Q. And you bought out Charlie Murphy in Jersey City in November, 1904?

A. O did not buy him out at all. You are twisted, sir.

Q. Well, you bought it from the Jacob Rupert Brewing Company?

A. Yes, sir.

Mr. Weller: I offer this in evidence.

Mr. Fallon: Objected to; it is absolutely untrue.

John J. Sheridan—(Recalled)—Cross.

The Court: Objection sustained.

Mr. Weller: Your Honor will allow us to take proofs on that.

Q. When Charlie sold out, or gave up the place on Grove Street, and you bought it from the Rupert Brewing Company for \$2,500, did Charlie open a place up in North Bergen? 10

A. No, sir.

Mr. Fallon: I object to that.

Q. Did Charles have a place in North Bergen?

A. No, sir.

Q. Never.

A. Never.

Q. Did he have a saloon at 279 Bergenline Avenue, up in West New York? 20

A. No, sir; he never had.

Q. Didn't he ever live up there and keep a saloon?

A. He bartended up there; that was before he came down to Grove street.

Q. There has been offered in evidence here a check made by the Ballantine Brewing Company to the order of John J. Sheridan, and indorsed by you, and also indorsed by your wife, and also a promissory note made payable to the order of the Ballantine Brewing Company, for \$1,000, which note bears date May 19, 1915, with the signature of John J. Sheridan, and indorsed by Bridget Sheridan; do you recall that transaction? 30

A. I will tell you all I know about it; my wife wanted a thousand dollars for to fix the place, and she asked the beer collector, that is Mr. Bower, the the collector for the Ballantine people, if he would bring it up with the Ballantines and ask them to loan it; so Mr. Bower got the thousand dollars and 40

John J. Sheridan—(Recalled)—Cross.

he brought down the note; now, the last time I was here I did not remember doing any signing, but my wife told me that I did, and I remember it since, that Mr. Bower asked me in the house to sign it, but I don't know whether I signed that check or not.

Q. Did you get any of the money?

A. No, sir; I did not.

Q. Was this money given to you?

A. It was given to the wife.

Q. And did you pay any part of it back yourself?

A. Not one penny.

Q. Did your wife pay it back; did Mr. Bower collect the money directly from her?

A. Yes, sir.

Q. How much a month did she pay?

A. \$100 a month.

Q. And that note is fully paid?

A. Yes, sir.

Q. Did you sign that note and that check?

A. I signed the note and I signed the check.

Q. In whose name is the license, in Hoboken?

A. My name.

Q. It always has been in your name?

A. Yes, sir.

Q. You made a bargain with the Brewing Company to borrow \$1,000.

A. No, sir; my wife did.

Q. The fixtures in the saloon belonged to whom?

A. To the Ballantines; they have a chattel mortgage on it.

Q. And did you borrow this \$1,000 from them?

A. My wife borrowed it.

John J. Sheridan—(Recalled)—Cross.

Q. But your wife does not run a saloon?

A. I never asked for the thousand dollars.

Q. How did she come to go to the brewery to get \$1,000?

A. She asked Mr. Bower for the money; he is the man that did the transaction. 10

Q. How is it that you came to sign that note?

A. It must have been a mistake in the brewery.

Q. When the note was paid back, how was it the note was returned to you?

A. I don't know.

Q. Why didn't she, if she had all that property there in Hoboken, give a real estate mortgage?

A. The house is worth about \$6,000; that is what it is taxed for. 20

Q. Your wife testified, I understand, that she never goes in the saloon?

A. I don't suppose she does, either.

Q. That is a fact?

A. Yes, sir.

Q. Where did she see this brewery collector?

A. He went upstairs to see my wife.

Q. He went up there to see if she wanted to borrow \$1,000? 30

A. No, sir; she left word with the bartender that she wanted to see him.

.. Mr. Weller: Now, I wish to examine Mrs. Sheridan further.

Mr. Fallon: She is not able to come here, she is sick, and if this case is not disposed of before she dies, I shall be in considerable danger, and I really think the case should be disposed of now. 40

John J. Sheridan—(Recalled)—Cross.

The Court: I will continue this until next Monday, to see if Mrs. Sheridan can be here at that time; otherwise, we will see what can be done then.

Bridget Sheridan—(Recalled)—Re-Cross.

Continuation of the taking of testimony in the above-entitled cause, at the Chancery Chambers, Jersey City, New Jersey, on the seventeenth day of July, 1916, before HON. VIVIAN M. LEWIS, Vice-Chancellor.

10

Same appearances as heretofore noted.

Mrs. Bridget Sheridan recalled.

Re-cross-examination by Mr. Weller:

Q. You testified in this case before?

A. Yes, sir.

Q. You testified that your brother Timothy died in 1903, on July 11th?

A. Yes, sir.

Q. And he died out in the West somewhere?

20

A. Yes, sir.

Q. During the time your brother was in the West, your husband and your brother, Charles, ran the business, didn't they?

A. Yes, sir.

Q. Day and night?

A. No, sir, only in the daytime.

Q. What time did they close nights?

A. 12 or 1 o'clock; I don't really know what time they closed.

Q. Where were you living at that time?

30

A. 227 Erie Street, a block and a half from the saloon.

Q. Your brother had been away for about a year when he died?

A. Nine months, I think.

Q. And when he died, of course, you heard of it right away?

A. Yes, sir.

Q. And he was brought home and buried?

A. Yes, sir.

40

Bridget Sheridan—(Recalled)—Re-Cross.

Q. How did you gain possession of the saloon after he died?

A. I gave him the money to purchase it—my brother Timothy.

Q. He purchased it in his own name?

10 A. Yes, sir.

Q. Then after his death—

A. The store was mine after he died; that was the agreement.

Q. What kind of an agreement was that you speak of?

A. Just between the two of us

Q. You never took out letters of administration?

A. No, sir.

Q. He never gave you a bill of sale for the store?

20 A. No, sir.

Q. Nothing of that kind?

A. No, sir.

Q. Now, Charlie borrowed some money on this saloon, didn't he, after your brother's death?

A. I believe he did.

Q. He borrowed \$2,000? He did not give you anything when this \$2,000 was borrowed?

A. No, sir.

30 Q. How could Charlie borrow money on this when the legal title rested in your deceased brother's estate?

A. Well, I sold it to him.

Q. How could you sell it?

A. I sold it to him because the store was mine.

Q. How did you sell it to him?

A. He gave me notes for it.

Q. What did you give him?

A. I gave him the store.

40 Q. The store belonged to your brother's estate; it belonged to Timothy's estate?

Bridget Sheridan—(Recalled)—Re-Cross.

A. It belonged to me after my brother died.

Q. And Charlie borrowed \$2,000 on that?

A. Yes, sir, I guess he did.

Q. Do you mean to say that the brewery loaned him \$2,000 on something to which he did not have title? 10

Mr. Fallon: I object to this; that does not appear.

The Court: Objection sustained.

Q. Do you know anything about the \$2,000?

A. Yes, sir, I heard he borrowed it.

Q. Who told you about that?

A. I heard them speak about it.

Q. When he got the \$2,000, why didn't you make him pay the notes? 20

A. I didn't want it; he needed it in the business.

Q. He stayed there until November of that year?

A. I guess so.

Q. Then he sold it to your husband?

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

Q. You don't know anything about that?

A. No, sir.

Q. You don't know that your husband borrowed \$2,680.00 from the brewery at that time and gave a mortgage for it. 30

A. I don't know anything about that.

Q. Did you own it after Charlie went away?

A. Yes, sir, because he owed me the money.

Q. Did you take possession of the saloon to pay yourself after Charlie went away?

A. No, sir, I owned it until he paid me the money.

Q. You testified a few days ago, that he paid you the money in 1911?

A. He had been paying it to me right along.

Q. Your husband borrowed \$2,680 from the 40

Bridget Sheridan—(Recalled)—Re-Cross.

brewery in November, 1904, just after he got the place?

Mr. Fallon: I object; counsel is misstating the facts.

10 A. I don't think so.

Q. Now, Charlie never paid a penny between April, 1904, and 1911, did he?

A. Mr. Fallon, give Mr. Weller the bank books.

Q. Do you remember whether Charlie paid you anything between 1904 and 1911?

A. Yes, sir, he did.

Q. When did he commence paying you these notes?

A. At different times; I don't know the dates.

20 Q. Didn't you testify the other day that he commenced paying you in 1911?

A. I cannot remember the things—that is the whole trouble.

Q. When did he commence paying you—do you know?

A. I don't know.

Q. You had a bank account over in the Emigrants' Savings Bank in New York, which you closed in 1904?

30 A. Yes, sir.

O. You remember you did not open any other bank account anywhere until 1911; you closed that bank account in the Emigrants' Savings Bank on March 21, 1904, didn't you?

A. Yes, sir.

Q. You had no bank account after that until January 31, 1911?

Mr. Fallon: We object to that.

40 Q. Now, then, you cannot tell when Charlie paid you the first money?

Bridget Sheridan—(Recalled)—Re-Cross.

A. I don't remember.

Q. You cannot tell how much?

A. No, sir.

Q. Did you keep any book where you put it down?

A. No, sir.

10

Q. You have no way of knowing how much he paid you or when he paid you?

A. Only the book.

Q. After he sold out to your brother in November, 1904, what did Charlie do after that?

A. He went away.

Q. Where did he go?

A. I don't know.

Q. Did he have a saloon up in North Hudson?

A. Not that I know of.

20

Q. Have you seen him since 1904?

A. Yes, sir, several times.

Q. Did he go to New York when he went away?

A. I don't know.

Q. You had no communication with him?

A. No, sir.

Q. You don't know whether he was in New York or San Francisco?

A. No, sir.

..

Q. You don't know whether he was a bartender or in business? 30

A. No, sir.

Q. When did you next hear from him after he disappeared?

A. When he came with money to me; I don't know when that was; he brought me some money.

Q. When was that?

A. I cannot remember.

By Mr. Fallon:

Q. Is there anything that will show it?

40

Bridget Sheridan—(Recalled)—Re-Cross.

A. I never thought of keeping dates.

Further Cross:

Q. Is Charlie married?

A. Yes, sir.

10 Q. He has a wife?

A. Yes, sir.

Q. How many children?

A. I don't think he has any.

Q. Is he living with his wife?

A. I suppose so.

Q. Where did they live the last you heard from them?

A. New York, I think.

Q. Where, in New York?

20 A. I could not say.

Q. Did you write to them?

A. No, sir.

Q. Did you ever visit them?

A. No, sir.

Q. Did they visit you?

A. Yes, sir.

Q. You asked them where they lived, didn't you?

A. No, sir.

30 Q. Was your brother a bartender in Scranton, Pennsylvania, after he left here?

Q. Was he a bartender in Pennsylvania after he left here?

A. I don't know.

A. I don't know.

Q. Where did he get this money to pay you?

A. I don't know; I knew I would get it some time.

Q. He never paid you until 1911?

40 A. I cannot remember the date.

Bridget Sheridan—(Recalled)—Re-Cross.

Q. You remembered it the other day when you were on the witness stand—when he commenced to pay you, you opened a bank account right away?

A. Yes, sir.

Q. And you put this money in the bank as he gave it to you? 10

A. Yes, sir.

Q. How much did he pay you at a time?

A. Different amounts.

Q. When he would come over and give you the money, did you give him a receipt for it?

A. Yes, sir.

Q. Did you and he correspond together between 1904 and 1911?

A. No, sir; we never corresponded. 20

Q. You did not know where he lived during that time?

A. No, sir.

Q. You did not know what business he was in, them?

A. No, sir.

Q. You have no idea what business he is in now, have you?

A. No, sir.

Q. Didn't you know that he tended bar in Scranton? 30

A. No, sir; I did not.

Q. You never knew that?

A. No, sir.

Q. You don't know that he was anything but a bartender after he left you?

A. I don't know what he did.

Q. Now, then, I want to make this clear and fair: in April, 1904, you sold to your brother, Charles Murphy? 40

Bridget Sheridan—(Recalled)—Re-Cross.

A. Yes, sir.

Q. Did you give him a bill of sale for the place?

A. No, sir.

10 Q. In June, 1904, Charlie borrowed \$2,000 from the Brewing Company?

A. I don't know.

Q. In November, 1904, your husband borrowed \$2,600 on this same business from the Brewing Company?

Mr. Fallon: There is no proof that the husband ever borrowed a dollar.

Q. Do you know whether he signed the mortgage?

A. I don't know.

20 Q. You remember when your husband went in there and had the transaction with the brewery, don't you?

A. I don't know anything about his transaction with the brewery—nothing.

Q. Will you tel this Honor where your brother Charlie was between 1904, when he sold out to your husband, and 1911, when he commenced to pay?

30 A. I don't know where he was.

Q. How often did you see him during that time?

A. I saw him several times during that time.

Q. Where?

A. At my home.

Q. Always at your home?

A. Yes, sir.

Q. You never wrote him any letters?

A. No, sir.

Q. You never dunned him for this money?

40 A. No, sir.

Bridget Sheridan—(Recalled)—Re-Cross.

- Q How many times did you see him?
 A. I don't know.
 Q. Where did he come from when he came there?
 A. I never asked him.
 Q. And you never asked him where he lived? 10
 A. No, sir.
 Q. And you never asked him what he was doing?
 A. No, sir.
 Q. How long a time did it take him to pay off this money, this \$2,688.00?
 A. It is on the books there.
 Q. When did he pay you last?
 A. I think it was in March.
 Q What year? 20
 A. Last year, I think; I think it was last year.
 Q. How did he pay you—by cash or check?
 A. Cash.
 Q. But you never visited him all this time?
 A. No, sir.
 Q. Every once in a while Charlie would pop in on you and give you some money?
 A. Yes, sir.
 Q. There was some testimony here that you got \$7.00 for your garage; \$7.00 for how long? 30
 A. \$7.00 a month.
 Q. What was Charlie Murphy's wife's maiden name?
 A. I don't know.
 Q. Where was she from?
 A. I could not tell you.
 A. Had she a sister?
 A. I could not say.
 Q. Have you a sister named Fox?
 A. No, sir. 40

*Bridget Sheridan—(Recalled)—Re-Cross and
Re-Direct.*

Q. You never have had?

A. No, sir.

Re-Direct Examination by Mr. Fallon:

10 Q. There has been some contradiction to to
whether you have paid off that \$1,000 to the Brew-
ing Company, have you paid it in full?

A. Yes, sir.

Q. Did you pay it in sums of \$100.00?

A. Yes, sir.

20 Mr. Weller: We pray for them to make
full disclosure; now, we have been handi-
capped in one thing—by the Brewery Com-
pany's records—I think we can show that
Bridget Murphy never owned the saloon;
those books are up in Schenectady, New
York.

The Court: We will have them brought
in here.

Mr. Fallon: We will close, subject to
that proof then.

Mr. Weller: Yes.

Deposition.

It is stipulated and agreed between the respective counsel in the above entitled cause that the testimony of August Giese be taken stenographically before Maurice J. Breen, Master in Chancery of New Jersey, by Louis F. Beachner, stenographer. 10

It is also stipulated that stenographer's oath be waived and that the signature of said August Giese be waived.

It is further stipulated that said testimony be considered by the Court as testimony taken before the Court in the above entitled matter.

Appearances:

JOHN I. WELLER,
Solicitor for Complainant. 20

JOHN J. FALLON,
Solicitor for Defendants.

August Giese—Direct.

August Giese, being duly sworn according to law upon his oath deposes and says:

Examination by Mr. Fallon:

Q. Where do you reside, Mr. Giese?

10 A. 366 Montrose Avenue, South Orange.

Q. Are you one of the officers of P. Ballantine & Sons Brewing Company?

A. I am.

Q. What office do you hold?

A. Vice-President.

Q. Do you know John Sheridan, the defendant in this suit?

A. John J. Sheridan, yes.

Q. Was he a customer of P. Ballantine & Sons?

20 A. He was; do you mean at that time?

Q. In May, 1915?

A. He was.

Q. Do you know his wife, Bridget Sheridan?

A. I don't think I do no, sir; I remember seeing her some years ago.

Q. Did you at any time in May, 1915, in your capacity as an officer of this brewing company receive an application for a loan from either the defendants in this case?

30 A. Yes, I did. It wasn't in that capacity. My official title has been since that time.

Q. What was your position with the brewing company in 1915?

A. Superintendent.

Q. By whom was this application presented and in what form?

A. It was presented by Frank Bauer, one of our collectors.

Q. Was there any record or memorandum
40 thereof made in writing at that time?

August Giese—Direct.

A. Yes, there was, I have it right here.

Mr. Fallon: I offer this application for loan in evidence.

Mr. Weller: I understand that this will be attached to the evidence.

10

Witness produces paper purporting to be a loan application dated May 13, 1915, partly printed and partly typewritten, purporting to be application for loan of \$1,000 on the face of which there is a printed reference, remarks on back and an application for loan addressed to P. Ballantine & Sons and signed in typewriting P. Ballantine & Sons ————— Sales Manager. This paper marked D1 April 30, 1918, 20 Maurice J. Breen, Master, for identification.

..

Q. I call your attention, Mr. Giese, to the fact that this paper D1 of this date for identification is apparently a carbon copy.

A. Yes.

Q. Do you know where the original of this application is?

A. Yes.

Q. Have you it in your possession?

30

A. I have it here in the office.

Mr. Weller: I ask that he produce it.

Q. At that time your position was superintendent?

A. Yes.

Q. And were applications of this character submitted to you?

A. Yes.

Q. What was the practice of the brewing company as to making copies of the same?

40

August Giese—Direct.

A. Making copies; well that was not the practice exactly of the brewing company, it was my practice to keep a record of it in that case (indicating filing case in witness's office) and the original is filed. I am sending for it now.

10 Q. Who would pass on an application of this character?

A. An executive committee.

Q. Do you know whether or not this loan was granted?

A. It was granted; I was a member of the executive committee at that time.

Q. Could you tell from the records to whom the check was made?

A. Yes; I have the check right here, made to
20 John J. Sheridan.

Witness produces check of P. Ballantine & Sons drawn on Essex County National Bank for \$1,000, dated May 19, 1915, payable to the order of John J. Sheridan, endorsed John J. Sheridan—Bridget Sheridan.

Mr. Weller: We admit the check and allow it to go in evidence inasmuch as the check is already of record and set out in full
30 in the proceedings.

Q. Have you in your records in the brewing company any record of payment of this loan showing time and manner of payment?

A. Yes, we have.

Q. Is this paper you now hand me, Mr. Giese, the original of the loan application C1 of this date for identification?

A. Yes, it is.

Q. Was that application received by your company in the regular course of its business and
40

August Giese—Direct.

granted?

A. Yes, sir.

Mr. Fallon: I now offer this original loan application in evidence.

Q. Was this application granted and the money 10
loaned in accordance therewith?

A. Yes, sir.

Q. And was this money repaid to the company?

A. Yes, it was repaid.

Q. Was it repaid in accordance with the terms
of the application in installments of \$100?

A. \$100.00 a month 5 per cent. interest.

Q. Do you know as superintendent of the brew-
ing company who made the collections?

A. Yes; Frank Bauer.

20

Q. And he turned the money into the company?

A. Yes; monthly.

Q. Do you know anything about what interest
was paid on the loan?

A. Five per cent.

Q. Why was the check made to John J. Sheri-
dan instead of Bridget Sheridan in accordance
with the request endorsed on the back of the appli-
cation that Mrs. Sheridan is desirous of borrow-
ing \$1,000 from your company for needed improve- 30
ments on her property?

A. I have two reasons for it; one is that we
never loan money to anyone unless he is a cus-
tomer. The application itself is made out in his
name. The second reason is that under brewers'
rules the amount could not have been collected
from another brewery in certain emergencies if
the loan had been made to Mrs. Sheridan.

Q. I call your attention to the fact that the ap-
plication states she would pay 5 per cent. interest 40

and repay the loan \$100.00 monthly, but will only give us for our outlay a note endorsed by Mr. Sheridan. Do you know what is meant by will only give us a note?

10 A. It meant no other security but a note.

Q. Was there any talk of any other security between you and Mr. Bauer at the time of the application?

A. No.

Q. Was there anything said as to giving a mortgage on the real estate?

A. No, there was not. I happen to know there was a first mortgage on it and I did not care to take a second mortgage.

20 Q. You had no conversation with Mrs. Sheridan whatever?

A. No.

Q. Nor with Mr. Sheridan?

A. No.

Q. Your conversations were all with Mr. Bauer, who was your local representative in Hoboken?

A. Yes.

30 Q. I call your attention to the \$1,000 note dated May 19, 1915, payable to the order of P. Ballantine & Sons and signed John J. Sheridan and endorsed Bridget Sheridan, and the paid stamp in blue ink on the face of the note. Is that the stamp used by your company in stamping paid notes?

A. Yes.

Q. There is an initial there in red ink?

A. It is the name of the bookkeeper who stamped it Kliber.

Mr. Weller: Well, the note is admitted.

40 Mr. Fallon: I want to offer it in evidence.

August Giese—Direct and Cross.

Mr. Weller: It is admitted inasmuch as it has already been offered in evidence and admitted in the Chancery proceedings and set out in full on the records.

Q. Do you know, Mr. Giese, of any dispute as to the amount of interest that was to be paid on the note? 10

A. I never heard of it. You will note that the application calls for five per cent. interest and that is what was paid.

Cross-Examination by Mr. Weller:

Q. Mr. Giese, you state that five per cent. interest was paid for the loan of this \$1,000?

A. Yes, sir.

Q. Do your records show that? 20

A. Yes, sir.

Q. When was this interest paid (referring to ledger)?

A. May 3, 1917.

Q. Mr. Giese, referring to your ledger, can you tell me the date of the last payment of \$100 on the note?

A. May 4, 1916.

Q. You stated in your direct examination that you were superintendent of the brewong company at the time the loan was made? 30

A. P. Ballantine & Sons, yes.

Q. Did you have charge of this department, the department where loans were made?

A. Charge of all departments.

Q. Was it the rule of your company to have printed applications filed?

A. Invariable rule.

Q. Did you prepare this application?

A. Did I prepare it, no. 40

Q. Was it prepared under your direction or dictation?

A. No.

Q. Who prepared it?

10 A. Mr. Tapner.

Q. Is he still in the employ of P. Ballantine & Sons?

A. He is.

Q. What is his position?

A. Sales Manager.

Q. This money was not loaned upon any security offered by Bridget Sheridan was it?

A. Offered by Bridget Sheridan; why yes.

20 Q. What security was offered by Bridget Sheridan?

A. Why a note.

Q. Is it not a fact that the note was John J. Sheridan's note?

A. No.

Q. I show you this note—whose note is that, Mr. Sheridan's?

A. The note is signed by John J. Sheridan.

Q. Whose note is it then?

A. You asked me what she offered?

Q. Did you accept her note?

30 A. No.

Q. Then you accepted the note of John J. Sheridan?

A. Endorsed by his wife.

Q. I show you the application; you will note that it is made out in the name of John J. Sheridan, is it not?

A. Yes.

Q. This application also refers to the amount of sales of ale and beer yearly, which aggregate over
40 \$7,000, does it not?

A. It does.

Q. You have already stated that it was an invariable rule of P. Ballantine & Sons to have written applications, for loans, filed made and filed did you not?

A. I did.

10

Q. Mr. Frank Bauer is a collector for P. Ballantine & Sons?

A. Yes, sir.

Q. And has charge of sales and collections of John J. Sheridan has he not?

A. Well, he has charge of the collections.

Q. Does he have charge of sales—does he have charge of collections from John J. Sheridan?

A. He merely collects the bills.

Q. Frank Bauer stated in testimony given in this case as follows: 20

Q. Did you make the application in writing?

A. No. I stated to the man in the office, but perhaps the man would have made the application.

Q. Don't you know that brewing companies always make such application?

A. We never make an application— 30
we give to the young man and it is he who puts it down.

Q. Is that so?

A. Well, generally so, yes.

Q. Is it not a fact in this case there is a written application for a loan signed by your man, Frank Bauer?

A. No, I never saw one. It is the name of the man who made the application put on by typewriter; the salesmanager signed it. 40

August Giese—Re-Direct and Re-Cross.

Re-direct Examination by Mr. Fallon:

Q. Then, Mr. Giese, the testimony of Mr. Bauer was correct that collector submits the application to the office and the salesman in the office
10 presents it in the form of Exhibit D-1 of this date to the proper authorities of the brewing company?

A. Yes, sir.

Q. And this application, D-1, was in the usual form such applications were made?

A. Yes, sir.

Q. The application is not signed by the local collector in any instance?

A. No, sir.

It is stipulated and agreed that annexed to this
20 deposition copy of loan application D-1 be admitted in evidence in lieu of the original. Copy offered in evidence and marked D-1, April 30, 1918, Maurice J. Breen, Master.

Note, May 19, 1915, offered in evidence and marked Exhibit D-2, April 30, 1918, Maurice J. Breen, Master.

Re-cross Examination by Mr. Weller:

Q. Mr. Giese, John J. Sheridan is considered to be a very good customer of your company, is he
30 not?

A. He is.

Q. He has borrowed money from you from time to time has he not?

A. He has.

Q. You have advanced money for his license have you not from year to year?

A. Not from year to year, we have occasionally.

Q. Then when John Sheridan's note was given to your company you were satisfied that it was
40 good security?

August Giese—Re-Cross and Re-Direct.

A. After his wife endorsed it.

Q. Has your company been in the habit of taking notes from John Sheridan for all the loans made to him?

A. Not always; we have taken other security in addition to the note. 10

Q. Have you taken other notes from John Sheridan?

A. We have in other cases.

Q. Have you taken any notes from him recently?

Mr. Fallon: I object upon the ground that is immaterial, irrelevant and incompetent.

A. I don't think that we have since July, 1917. I am trusting to memory now.

Q. In all other cases where John Sheridan has given your company notes as security for loan have you required his wife to endorse those notes? 20

A. No, we have not in all cases.

Re-direct Examination by Mr. Fallon:

Q. Then the only reason that you required Mrs. Sheridan's signature in this matter was because the loan was requested by her for the purpose of needed improvements to her property?

A. To her own property absolutely. It is the only case that we would do it and just for that reason. 30

Q. Her signature does not appear on any of the other notes that were made by John Sheridan to your company?

A. On no other note.

Examination by Mr. Weller:

Q. Did you consider that her endorsement on this note was good security?

Mr. Fallon: I object on the ground as to what he considered. 40

August Giese—Re-Cross and Re-Direct.

A. Yes, it is particularly under the circumstances under which the loan was made.

Q. Do you know whether or not you can collect in law on a note such as this which is endorsed by the wife?

10

A. I do know that we can't collect, but we took it with that knowledge.

Examination by Mr. Fallon:

Q. Did you not take the precaution of directing your Mr. Bauer to see that the proceeds of the note went to Mrs. Sheridan, although the check was made to John J. Sheridan?

A. We undoubtedly did and we also saw that the money went to Mrs. Sheridan.

20 *Re-direct Examination by Mr. Weller:*

Q. Are you sure the money went to Mrs. Sheridan?

A. I am absolutely sure because I know now the money was used.

Q. Tell us how the money was used?

A. To buy property in her name.

Q. That is the fact?

A. That is the fact.

30 Q. Mr. Giese, this money was loaned in May, 1915, is that so?

A. That is true.

Q. Don't you know that this property was purchased in the month of December, 1914?

A. No, I didn't know the date.

Q. Do you know that Mrs. Sheridan in her testimony in the Court of Chancery stated that the cash that she put in the property was \$6,000 and that said \$6,000 at that time was drawn from two banks in the City of Hoboken?

40 A. No, I don't know what she stated.

*August Giese—Re-Direct.**Re-direct Examination by Mr. Fallon:*

Q. I ask the witness to consult the loan application D-1 as to the purpose of the loan and ask if that will refresh his recollections as to the purpose of the loan. It says there very distinctly that she has recently purchased the property at that place for which she paid \$11,000, and upon which there is a first mortgage of \$5,000. 10

What did she desire the money for?

A. To pay the balance, whatever that balance was.

Q Now having read the application, Mr. Giese, do you desire to correct your testimony that it was used for the purpose of purchasing the property, or did you so testify just from recollection. 20

A. From recollection.

EXHIBIT D-1.

LOAN APPLICATION

Date, May 13, 1915.

Name, John J. Sheridan.

At place, 500 Ferry Street, Hoboken, N. J.

Purpose, Improve property.

Manner repayment license, See loan, not repayable.

C. Mtge. or Note, \$100 monthly. Interest at 5%. 30

Whose ale and sales, P. B. & Sons, \$334.50 yearly.

Whose beer, and sales, P. B. & Sons, \$7,170 yearly

Name present owner and why leaving, John J.

Sheridan.

Present and proposed licensee, No Change.

License expires, transfer, price, etc., Exp. June 30.

Due P. B. & Sons,

Encumbrances, note and C. M., \$1,200.

Net Loan, \$1,000.

Landlord, Bridget Sheridan. 40

Exhibit D 1, April 30, 1918.

Real Estate Mtge, premises, First mtge, \$5,000.00.
Trade agreement^t, 50c per bbl. discount on ale.

Discount, 25 per cent. Spdg., 5 per cent.

Near school, church, or armory? No.

10 Term lease and rental; assgt.; present or last lessee; proposed lessee, Sheridan's wife owns property

Where in business before? Our customer.

Whose beer did he formerly sell? P. B. & Sons.

Amount, cash wanted, \$1,000.00. Total, \$1,000.00.

Note, \$1,000.00. Total, \$1,000.00.

Name. John J. Sheridan,

Place, 500 Ferry street, Hoboken, N. J.

Office of P. Ballantine & Sons, at Newark, N. J.

Salesman, F. W. BAUER.

20 [Approved] May 20, 1915, Executive Committee.
(O. K.) C. B., G. G. F.

Ch. May 19, 1915, E. M. T.

• (Remarks on Back)

LOAN STATEMENT.

John J. Sheridan, 500 Ferry street, Hoboken,
N. J.

June 23, 1908, to note and C. M., \$1,200.

Pavable by 10 per cent discounts. No credits.

Messrs. P. Ballantine & Sons, Newark N. J.

30 Gentlemen—Mrs. Bridget Sheridan, the wife of our customer, John J. Sheridan, 500 Ferry Street, Hoboken, has recently purchased the property at that place, for which she paid \$11,000, and upon which there is a first mortgage of \$5,000. Mrs. Sheridan is desirous of borrowing \$1,000 from us to be used for needed improvements to the property. she will pay 5 per cent. interest and repay the loan, \$100 monthly, but will only give us for our outlay a note endorsed by Mr. Sheridan.

40 At the present time we hold Sheridan's chattel

Exhibit D 1 and D 2, April 30, 1918.

mortgage, dated June 23, 1908, which was to have been repaid by 10 per cent. discounts, and upon which nothing has been paid to date.

The sales of the place amount to over \$7,500, and the accounts are paid promptly. We submit this proposition for your consideration. 10

Yours truly,

P. BALLANTINE & SONS,

(Signed) E. M. TAPNER,

Sales Manager.

May 18, 1915.

Check wanted for

J. J. SHERIDAN, \$1,000.

Application on file and approved by 20

MR. G. G. F. and MR. C. B.

E. M. T.

\$1,000.

Newark, N. J., May 19, 1915.

(Revenue Stamps)

One day after dat I promise to pay to the order of P. BALLANTINE & SONS (a corporation) One Thousand Dollars, with interest, at its office, 58 Freeman Street, Newark, N. J. Value received. Demand, protest and notice of protest waived. Witness my hand and seal, JOHN J. SHERIDAN. 30

Red Seal.

(Endorsed) Bridget Sheridan.

Paid in full by Bridget Sheridan.

FRANK W. BAUER,

Collector for P. Ballantine & Sons, Newark, N. J. 40

Clara Hoppel Murphy—Direct

CLARA HOPPEL MURPHY, a witness produced on the part of the complainant, being duly sworn according to law upon her oath deposes and says:

By Mr. Weller:

10 Q. You are the wife of Charles Murphy?

A. I am the wife of Charles Murphy and reside with my husband, at 301 Pittston avenue, in the City of Scranton and State of Pennsylvania.

Q. When were you married to Charles Murphy?

A. In 1907. I will be married nine years this November.

Q. Where?

A. In Scranton here, Nativity.

Q. And where did Mr. Murphy live when you married him?

20 A. Why, he was here in Scranton when I met him and we went together about a year and he was working at the Valley House at the time.

Q. What is the Valley House, a hotel?

A. Yes, sir.

Q. What was his position?

A. Tending bar.

Q. What wages did he earn?

A. Well, I do not know just exactly what he got, but he gave around \$50, some months, \$60.00.

30 Q. How long did you live in Scranton after you were married?

A. In Shiffer's Flat about three months, then he had the typhoid fever and he was taken to the hospital and then after he came out we lived with my people.

Q. How long was he sick?

A. I should judge about four or five weeks.

Q. After you commenced living with your people how soon was it before he was employed again?

40 A. It was shortly after—we only stayed there such a short while. We had stored my furniture

Clara Hoppel Murphy—Direct

and stuff and then we stayed until he got right strong.

Q. After he got well where did he work?

A. After he got well, I do not know whether it was the Coyne House or Westminster. I believe it was the Coyne House. 10

Q. What wages did he get?

A. I could not say whether \$80.00 or \$75.00 a month, but he always gave \$50.00 or \$60.00 to me.

Q. How long did he work at the Coyne House.

A. Well, I do not know.

Q. About how long?

A. It might have been two years or one year.

Q. He then went to the Westminster.

A. Yes, sir. 20

Q. At what wages?

A. I am sure Mr. Bartley gave him \$85 00 and his meals.

Q. And how long did he work there?

A. Well, he worked there quite some time. I do not know just how long.

Q. Well, about how long?

A. Maybe two years or so.

Q. And then where did he go?

A. Where did he go then. 30

Q. Yes?

A. He then went to Atlantic City and worked at the Islesworth.

Q. For how long?

A. From May until September.

Q. Then where did you go from Atlantic City?

A. We went to Philadelphia and only stayed there a week and we then went to New York.

Q. And what did he do there? 40

Clara Hoppel Murphy—Direct

- A. He worked as bartender there on 22d Street.
- Q. How long did he work in New York?
- A. I guess about three or four years.
- Q. And then when did he come back to Scranton?
- 10 A. We are in Scranton about three years, I guess.
- Q. Where has he been employed since you have been back in Scranton?
- A. At the Electric Light Company.
- Q. As what?
- A. He operates the telephones, the old and the new.
- Q. Has he, since you have been married, ever been in business for himself?
- 20 A. Well, he is a sort of manager for Lemon-Colo Supply Company on the side.
- Q. He does that nights?
- A. Afternoons, sometimes mornings.
- Q. But he never has run any business for himself—he has never been in the wine or liquor business of his own since you are married?
- A. No.
- Q. How much of the time about each year was he not employed?
- A. Oh, he always had a position, except that one
- 30 time he was sick—maybe he was out for a week or so.
- Q. Do you know his sister, Bridget Sheridan?
- A. Yes, I have met her.
- Q. How long have you known her?
- A. I met her when I was first married. We went there on our wedding tour, nine years this November.
- Q. Have you ever seen her since?
- A. I have seen her before we left New York.
- 40 Q. When was that?

Clara Hoppel Murphy—Direct

A. About three years ago. It might be four—between three and four years, but I never saw her much, because we lived in New York and she lived in New Jersey and we boarded and I did not like to visit them when I could not invite them, and he went there many times without me.

10

Q. Did you board all the time you were in New York?

A. We boarded all the time that he worked in New York.

Q. What did you pay for board for yourself and your husband?

A. We just paid \$5.00 a week for our rooms and took our meals out.

Q. Has he been down to see his sister since you lived in Scranton the last time?

A. No.

20

Q. You know that?

A. Yes, we have never been to New York since we have been back to Scranton.

Q. Are he and his sister on good terms.

A. Yes.

Q. Has she ever been here to see you since you came here?

A. No, she has never been in Scranton.

Q. Have you corresponded with her right along or not?

A. No, I do not really think that she knew where his address was because his brother died and they could not find him.

30

Mrs. Clara Hoppel Murphy wishes to correct her testimony by stating that I now remember that my husband and my brother were at New York in Hoboken just before Christmas in 1915.

CLARA HOPPEL MURPHY.

Signed in presence of:

E. M. EICKE,

Master in Chancery of New Jersey.

Margaret Gallena.

40

Charles J. Murphy—Direct.

CHARLES J. MURPHY, a witness produced on the part of the complainant, being duly sworn according to law upon his oath deposes and says:

By Mr. Weller:

- 10 Q. Mr. Murphy, where do you live?
A. 301 Pittston Avenue, Scranton.
Q. Are you a brother of Bridget Sheridan?
A. Yes.
Q. What is her husband's name?
A. John.
Q. Do you know where they live now?
A. 500 Ferry Street.
Q. Hoboken?
A. Yes.
- 20 Q. Did you ever have a saloon on Grove Street, Jersey City?
A. Yes.
Q. What number?
A. 560 Grove Street.
Q. Who opened that saloon?
A. My brother. I had a brother down there who opened that saloon. His name was Timothy J. Murphy. He was really the owner—the license was in my brother-in-law's name, John Sheridan, for the fact that he was not a citizen of the State of
- 30 New Jersey at the time, having come over from New York.
Q. About what year did Mr. Timothy Murphy open that saloon?
A. 1902 or 1903.
Q. And was it an all night house or just a day house?
A. Closed at 1 o'clock at night.
Q. The Jacob Ruppert Brewing Company had a mortgage on it, did they not?
40 A. Not in his time.

Charles J. Murphy—Direct.

- Q. Who held the mortgage on it?
- A. What brewery?
- Q. Yes?
- A. Jacob Ruppert.
- Q. I mean in his time who held the mortgage? 10
- A. None.
- Q. Did he buy this place from somebody?
- A. Yes, the store was bought for something like \$250.00.
- Q. From whom was it bought?
- A. That I cannot say.
- Q. And who put the fixtures in, himself?
- A. Well, he did on borrowed money. There were a few things in there that did not amount to a row of pins and had to be thrown out.
- Q. What did he put in? 20
- A. Bar, back bar, wine case, lunch counter, register.
- Q. That is, a Cash Register?
- A. Yes, sir. Chairs and a table.
- Q. What did it cost to put in these extra fixtures?
- A. Close to \$800.00.
- Q. Under \$800.00 or over \$800.00?
- A. I believe it was under \$800.00 to be exact.
- Q. Now, he became ill about October, 1902, did he not? 30
- A. Yes, or before. My brother was ill for nine years before he died.
- Q. Well, in October, 1902, he went to Colorado for his health?
- A. He went to Phoenix, Arizona, and remained there for a part of a year and came as far East as Colorado Springs.
- Q. And where he died?
- A. Yes, at a Sanitarium, conducted by Dr. White in Colorado Springs.
- Q. That was about July, 1903, was it not? 40

Charles J. Murphy—Direct.

- A. Saturday afternoon, the 11th of July, 1903.
- Q. While he was out West, who ran the saloon?
- A. Mrs. Sheridan.
- Q. John Sheridan?
- 10 A. No, Mrs. Sheridan.
- Q. And who tended bar?
- A. Her husband and I.
- Q. Did you send any money to him out there while he was ill?
- A. The store kept him—about \$50.00 a month was what he used up—that was the only means of support he had.
- Q. After he died you ran the place a little while?
- A. Quite a little while after, possibly a year after or so.
- 20 Q. You borrowed \$2,000.00 from the Jacob Ruppert Brewing Company, did you?
- A. Yes.
- Q. Did you give them a mortgage for it?
- A. On the store, fixtures.
- Q. That was in 1904 was it, about 1904?
- A. Yes, quite a little time ago.
- Q. Well, you said it was about a year after his death?
- A. Then I ran along a little time before I was
- 30 forced to get it. I got a mortgage of \$2,000.00 off the Ruppert Brewing Company.
- Q. What did you want it for?
- A. Well, the store was in rather poor condition. There was some painting to be done, a floor to be laid, alterations to be made in toilets, and to begin with I was not attending to things as I should and they were getting behind a little.
- Q. What did the repairs to the store cost, do you remember?
- 40 A. Over \$1,000.00.

Charles J. Murphy—Direct.

- Q. Had you a lease for 560 Grove Street?
 A. Yes.
 Q. Who gave you the lease?
 A. The landlord, O'Sullivan.
 Q. When did you get that lease?
 A. About 1904. 10
 Q. For how long a period?
 A. Five years and five years.
 Q. Five years and privilege of five more.
 A. Yes, sir.
 Q. What rent did you pay there, do you remember?
 A. \$60.00.
 Q. You left there, did you not, about November, 1904?
 A. Possibly the end of 1904 or 1905. It might be 1904. 20
 Q. Did you go to work in Union Hill after that?
 A. I came to Pennsylvania.
 Q. You never tended bar on Union Hill?
 A. Not Union Hill proper. I have worked in the Waldorf Hotel, Hudson County Boulevard, before I ever went to Jersey City, but never since.
 Q. After you left Jersey City you came directly to Scranton, Pa.?
 A. Yes. 30
 Q. That was about 1904 or 1905?
 A. About the end of 1904 or beginning of 1905.
 Q. What did you do when you first came to Scranton?
 A. I tended bar for Edward Raeder at Washington Avenue and Phelps Street at \$15 per week.
 Q. How long did you work for Mr. Raeder?
 A. Over a year, about fifteen months.
 Q. Then where did you go to work?
 A. Left there and came down to Richard Mc- 40

Charles J. Murphy—Direct.

Hugh's, the same day or night, here in Scranton.

Q. And worked there as a bartender?

A. Yes.

Q. At what wages?

10 A. \$14.00 room and laundry.

Q. How long did you work there?

A. Exactly fourteen months.

Q. Always at the same wages?

A. Yes.

Q. And then where did you go?

A. Left McHugh on a Sunday, started in the Valley House on Monday morning, at Scranton.

Q. What wages did you get there?

A. \$55.00 a month, board, laundry, room.

20 Q. You were married at that time?

A. I was married from the Valley House.

Q. Did you ever have your wife at the room in the Valley House, or did you then take apartments?

A. We took apartments.

Q. What rent did you pay, do you remember?

A. \$22.00 a month.

Q. How long did you work at the Valley House?

A. About a year and a half.

Q. And then where did you go?

30 A. In February, 1908, I took pneumonia while working in the Valley House, remained idle until the first of May, when I felt I was able to go to work—I was employed by Billy Walter on Lackawanna Avenue.

Q. As a bartender?

A. Yes.

Q. At what wages?

A. At \$16.00 a week.

Q. How long did you work for Mr. Walter?

40 A. That was the shortest job I ever had. I was

Charles J. Murphy—Direct.

with him for about four weeks and went across the street to work for P. H. Durkin at the Coyne House.

Q. At what wages?

A. Durkin paid me \$18.00. I went there to take the place of a fellow going to Hot Springs. I was 10
manager and bartender.

Q. How long did you work for Mr. Durkin?

A. I was there possibly over a year.

Q. That brings it up to 1909. Then where did you go?

A. The Westminster, Scranton.

Q. As a bartender?

A. Yes.

Q. A what wages?

A. \$85.00 a month, board and laundry. Frank 20
Bartley was the owner.

Q. Did you then rent apartments also.

A. We were boarding, my wife and I.

Q. At what price?

A. Boarded with her mother. Paid \$20.00 a month. I was really about the only party who was paying board, they did not tax her.

Q. How long did you stay there then? I was with Bartley around a year, may be ten months.

Q. And then where did you go?

A. Atlantic City. I was at a hotel on Virginia 30
Avenue on the Boardwalk. Worked for Mr. Heim-
man.

Q. At what wages?

A. \$80.00.

Q. Did you get your board also paid?

A. Board and laundry.

Q. How long were you there?

A. The season of 1910, I think it.

Q. How long were you there?

A. The season of 1910, I think it was. 40

Charles J. Murphy—Direct.

- Q. That was from May until September?
A. Yes, until September 11th.
Q. Then where did you go?
A. Came to New York.
Q. Where did you work in New York?
10 A. I worked for Simpson-Crawford—salesman in grocery department.
Q. At what wages?
A. I started at \$12.00, rose to \$13.00 and then \$14.00.
Q. How long were you with Simpson & Crawford about?
A. That was a little out of my line. I was there about eight months. I went from Simpson & Crawford to 24th Street and 7th Avenue back in the
20 saloon business working for a Mr. Harris.
Q. At what wages?
A. \$18.00 a week.
Q. Now, when you were in Atlantic City, did you rent apartments?
A. A room.
Q. And your wife was there with you.
A. My wife had charge of a hotel at \$50 a month, board and laundry.
Q. Neither of you paid any board there in Atlantic City.
30 A. No, just a room, \$3.00 a week.
Q. That was 1910.
A. Yes.
Q. And in New York—after you went to New York, where did you room when you were with Simpson & Crawford?
A. At 22d Street.
Q. What did you pay for room rent?
A. \$2.00.
Q. A week?
40 A. Yes. My wife was at her parents' home in

Charles J. Murphy—Direct.

Scranton for a year and a half.

Q. How long did you stay with Mr. Harris?

A. I was with Harris about thirteen or fourteen months.

Q. And then where did you go?

A. To his brother-in-law, Charley Mayne—41st Street and 7th Avenue. 10

Q. At what wages?

A. Mayne paid me \$19.00 a week.

Q. And you got your board there also?

A. No, I did not get any board.

Q. How long did you stay with Mr. Mayne?

A. I was with Mayne about eight months until he got out of that corner and went back to his brother-in-law, Mr. Harris, and stayed there until Mayne opened 22d Street, near Sixth Avenue. 20

Q. How long was that?

A. Oh, about five or six months.

Q. And then you went back with Mr. Mayne?

A. Yes.

Q. When you were with Harris did you get the same wages, \$18.00?

A. Yes, when I went back with Harris I got \$18 and when I went back with Mr. Mayne I got \$18 and when I went back with Mr. Mayne I got \$19.

Q. You stayed with Mr. Mayne about 6 months, where did you go then? 30

A. I left Mayne the latter part of 1913.

Q. Did you come back to Scranton then?

A. I then moved back to Scranton.

Q. When you went back with Mr. Mayne, did you get the same wages, \$19?

A. In 22d Street?

Q. Yes?

A. Yes, \$19.00.

Q. When did you come back to Scranton, in 1913? 40

A. Yes, the end of 1913.

Q. You have been back in Scranton nearly three years?

A. Yes.

10 Q. Have you ever seen your sister, Bridget Sheridan, since you came to Scranton?

A. Oh, yes.

Q. Where did you see her?

A. Hoboken.

Q. When did you see her at Hoboken?

A. I think the holidays was the last time I saw her, the holidays of last year.

Q. Where, Hoboken?

A. Yes.

Q. How long were you down there at that time?

20 A. A week.

Q. Was your wife with you?

A. No.

Q. When had you seen her before then?

A. Possibly four or five months previous.

Q. Where was that?

A. In Hoboken,

Q. How long were you there at that time?

A. Over night.

Q. What did you go there for, just to visit her?

A. Well, no, I owed her some money.

30 Q. That was in 1915?

A. It would be about 1914.

Q. And you took money down to her at that time?

A. Yes.

Q. How much did you take down at that time?

A. My last payment to my sister was \$50.00.

Q. And that was about July, 1914?

A. It was the ending of the summer of 1914, I am pretty sure it was.

40 Q. When you came back to Scranton in the lat-

Charles J. Murphy—Direct.

ter part of 1913, where were you employed first?

A. At No. 11, Wholesale Produce Business with my brother-in-law.

Q. At what wages?

A. Started in there for \$12 a week, worked for two months at that money—run me up to \$18.00. That was my brother-in-law's first time in business. 10

Q. Are you still employed there?

A. No, I am with the Scranton Electric Company and also Manager of the Lemon Colo Supply Company.

Q. How long did you work altogether for your brother-in-law.

A. Over a year.

Q. And then you went to work at what?

A. I finished up there on Saturday and started in for the Scranton Electric Company the following night. 20

Q. At what wages?

A. Operator at \$55 a month. The job is now paying \$62.50. I am manager of the Lemon Colo Supply Company.

Q. What wages do you get there?

A. Well, as manager and interested in business—profit in business. Really, there is not any salary just now and there is not very much profit connected with it. 30

Q. When did you start the Lemon Colo Supply Company.

A. The first of the summer season, 1916.

Q. Has there been any profits in it this year?

A. Yes, surely.

Q. Enough to pay expenses?

A. Yes, the profits bought the car.

Q. Do you and your wife hire apartments in Scranton?

A. Yes. 40

Charles J. Murphy—Direct.

Q. At what rent?

A. \$15.00 a month now, then I have my sister-in-law, my wife's sister, in the upper half of the house paying \$10.00, so really my rent is \$5.00 a month.

10 Q. Now the title to the saloon in Jersey City at 560 Grove Street was in Timothy, the saloon itself?

A. Well the license for the first year or so was in Sheridan's name, because my brother was not a citizen, moving over from New York. Of course, he was the recognized owner, which he was.

Q. Who, your brother Timothy?

A. Yes.

Q. And he had the lease, had he?

A. Yes.

20 Q. When he died were Letters of Administration taken out on his estate?

A. No.

Q. How did you get title to the saloon so as to borrow \$2,000 on it?

A. At the time my brother died he owed Mrs. Sheridan \$1,400 and for this \$1,400 she took the store. I bought it from her for \$2,680.00.

Q. But how did she get any title to it without administration?

30 A. Well, it was an agreement amongst themselves that she was the recognized owner there. This claim she had against it is simply a family affair. I felt, of course, the folks, did, that she really was entitled to the place.

Q. At the time you took the place there was no lease on it to anybody, was there?

A. Well, now, let me see, there was a lease.

Q. Who was that lease made to?

A. My brother.

Q. Timothy Murphy?

40 A. Yes.

Charles J. Murphy—Direct.

Q. And when he died you got a new lease from the landlord?

A. Yes, sometime after.

Q. How did you happen to take the place over for \$2,680.00?

A. Well, there was \$1,400.00 against the place. 10

Q. In what way?

A. A loan given by Mrs. Sheridan to my brother.

Q. What else was against the place?

A. That was all.

Q. Fixtures amounted to very little at that time?

A. The business was worth a little, the fixtures was worth a little, they cost us just so much.

Q. How did you happen to give \$2,680.00 for this place?

A. It looked as though I was able to make a liv- 20
ing there—the first chance I ever had for myself.

Q. How old were you then, Mr. Murphy?

A. I should judge about 24 years.

Q. How did you get the title to the place so that the Jacob Ruppert Company would loan you money?

A. That is all the title I ever had to the place. The \$1,400.00 and the valuation she placed on the store amounting in all to \$2,680.00.

Q. You never got any bill of sale from your sis- 30
ter?

A. Well, no, not any more than she holding my notes for the store.

Q. But if you had not title why was it that the Jacob Ruppert Company loaned you \$2,000.00 on something that you had no title to?

A. Well, now, that is up to the brewery.

Q. Did they give you \$2,000 cash.

A. Yes, a check for \$2,000.00.

Q. Is it not a fact that your Brother Timothy 40
owed the brewery money?

Charles J. Murphy—Direct.

A. Not a nickel.

Q. What brewery did he deal with?

A. The Central Consumers Brewing Company at 68th Street.

10 Q. Your brother, Timothy, was dealing with that brewery?

A. Yes, with the Central Brewing Company.

Q. Just selling their beer?

A. Yes, and ale.

Q. Did anyone send you a little while ago a copy of certain testimony taken in the Court of Chancery?

A. In reference to what?

Q. In the case of Mayer Brewing Company against John and Bridget Sheridan?

20 A. No, sir.

Q. Did you see such testimony?

A. No, sir.

Q. Did you know Mr. Fallon, John J. Fallon?

A. In Scranton?

Q. No, in Hoboken?

A. No, not that I know of.

Q. When have you last heard from your sister?

A. Why, I heard through my brother-in-law two or three months ago.

30 Q. Did he tell you anything about this case?

A. No.

Q. When have you had a letter from your sister last?

A. Never.

Q. Did you ever have a letter from John H. Sheridan?

A. No, never.

Q. When you were down at Hoboken did you tell your sister where you lived?

A. No.

40 Q. Has she not since you left Jersey City, about

Charles J. Murphy—Direct.

1904, ever known where you lived?

A. She might have known I lived in Pennsylvania.

Q. When you went there you never told her where you lived?

A. No. She knew I lived in New York, knew I lived in Scranton at one time.

Q. It is not true then that she has not heard from you in two or three years directly or indirectly?

A. Well, oh no.

Q. For the last three years?

A. No, I could not say about that. What do you mean by that?

Q. By letter or in person?

A. She never heard from me by letter. 20

Q. When did you see her last?

A. About the end of 1915.

Q. Where?

A. At Hoboken.

Q. Where. At her home?

A. Yes.

Q. And you did see her in 1915?

A. Yes.

Q. And before that you saw her in July or the latter part of the Summer of 1915? 30

A. Yes.

Q. Did she ask you about your wife?

A. How she was, yes.

Q. Did not ask you where you lived?

A. No. Mrs. Sheridan was never in my house.

Q. Has you and your wife together ever been in Mrs. Sheridan's house?

A. Yes.

Q. When?

A. About three years ago. 40

Charles J. Murphy—Direct.

Q. How long did you run the saloon at 560 Grove Street?

A. About a year.

10 Q. Is it not a fact that you only ran it from May until November?

A. I think it was a little longer than that. I think it was possibly ten months or so, around a year.

Q. How did you dispose of this saloon?

A. Turned it over.

Q. To whom?

A. Sheridans.

Q. How much did they allow you for it?

A. Not a nickel.

20 Q. Did you turn it over with the mortgage on it?

A. Yes.

Q. How many notes did you give your sister?

A. \$2,680.00.

Q. How did you happen to give her \$2,680.00 when Timothy only owed her \$1,400.00?

A. I bought the store.

Q. Bought the store from her?

A. Yes, bought the business.

30 Q. She had never run the business?

A. After his death a little while.

Q. It was Timothy's store you said?

A. Yes.

Q. Well, how, if Timothy only owed her \$1,400, why did you give \$2,680.00?

A. The business was worth something, the fixtures was worth something and established business was there no matter how small.

40 Q. But Tim was just as much a relation to you as to Bridget?

Charles J. Murphy—Direct.

A. Yes, but where was her claim against the store. She put in every cent that was put in the store.

Q. That was only \$1,400.00 was it not?

A. Yes.

Q. Is it not a fact that the \$2,680.00 was the \$2,000.00 you borrowed from the Jacob Ruppert and the beer bill that was owing at the time you left the saloon business?

A. At the time I gave her notes for \$2,680.00. My brother Tim owed her \$1,400.00 in cash, the balance was put on the place of business amount to \$2,680.00. I to take possession of the store had to assume that indebtedness of \$2,680.00. There was no mortgage against the place at the time, not 20 five cents.

Q. After you turned the place back to John Sheridan he borrowed money from a brewery?

A. I do not know.

Q. And he borrowed \$2,680.00?

A. I do not know anything about it.

Q. How many notes did you give?

A. Notes of \$50.00.

Q. How many were there?

A. 27.

Q. 27 notes of \$50.00 each?

A. Yes.

Q. Where were you when you gave these notes?

A. Jersey City.

Q. Whereabouts?

A. Now I cannot say where the party was—down in Jersey City it was, a man, an elderly man, whose name I have forgotten, in fact I have forgotten his correct address.

Q. Was this elderly man a lawyer?

Charles J. Murphy—Direct.

A. Oh, yes.

Q. How soon after the sale of the saloon in 1904 or the beginning of 1905 did you commence to pay for those notes?

A. About seven years.

10 Q. Where were you working when you commenced to pay these notes?

A. In New York.

Q. And how did you pay, each month?

A. Sometimes once a month, sometimes two or three a month, sometimes a lapse of four or five months between payments.

Q. How did you get two or three a month when you were working as a bartender at \$18.00 a week?

20 A. Well, I suppose gambling is the truthful title.

Q. Then you earned this money gambling, most of it—did you get receipts from your sister when you paid?

A. Well, I took up my notes.

Q. You get those notes all back?

A. Yes, I got them all back.

Q. Where are they?

A. Burned up I guess.

30 Q. When did you burn them up.

A. As soon as I got them.

Q. When was that, when did you burn the last one?

A. Well, a couple of years ago, I guess.

Q. Well, you know when you paid her the last payment?

A. Well, that is the trouble, this I considered a closed business and dates I have not got or anything else.

40 Q. How much is the most you ever paid her at

Charles J. Murphy—Direct.

any one payment?

A. I think it was \$250.00.

Q. And when was that?

A. About 1912 if I am not mistaken.

Q. Do you know what month in 1912?

A. Well, no; I do not.

10

Q. Where did you pay this to her?

A. Hoboken.

Q. At 500 Ferry Street?

A. Yes.

Q. Did you ever see Mr. Fallon?

A. No, not to my knowledge.

Q. Did your brother-in-law, the railroad man you speak of, tell you anything about this case?

A. No; never heard a word about it, until our friend, Mr. Baylor, told me.

20

Q. Since that time have you heard from your brother-in-law?

A. No.

Q. How much was the next highest amount you ever paid your sister?

A. Maybe a couple of hundred.

Q. Well, did you pay her a couple of hundred?

A. Yes.

Q. When?

A. I kind of think I made a couple of payments like that. I believe one in 1911 and one in 1912.

Q. And when did you pay the other payments?

A. I started to pay Mrs. Sheridan in 1911, and I believe that I was paying her for a couple of years, maybe over two years.

Q. When did you make the last payment to her?

A. The last payment was made in, I think, 1914.

Q. And that was paid in Hoboken?

A. Yes, in Hoboken.

Q. And how much was that?

40

Charles J. Murphy—Direct.

A. My last payment I believe was \$50.00.

Q. Did you make all this money gambling?

A. Well, there is part of that my salary.

Q. Well, it took about all of your salary to live,

10 did it not?

A. No, it did not. It never did.

Q. Well, you were married in 1907?

A. Yes.

Q. And you were single up to 1907?

A. Yes.

Q. Why did you not commence paying her right away in 1905, when you first lived there.

A. Well, I could spend more money when I was single than I could when I am married.

20 Q. Yes, but if you owed this debt why did you not pay your sister?

A. Well, they were not breaking just right. I was working and gambling and losing money, that is the truth.

Q. And you continued to lose money up until what time?

A. Well, I say the end of 1910 or 1911. Of course, having an occasional winner. You know what you can lose when you are working for a

30 salary.

Q. And the first payment you made was in 19 what?

A. 1911.

Q. You are sure of that?

A. I am positive.

Q. What time in 1911?

A. In the early part of 1911.

Q. Have you ever been in the wine business for yourself since you left the Jersey City store?

40 A. No.

Charles J. Murphy—Direct.

Q. Have you ever been in any other business since that time?

A. No.

Q. What kind of gambling was this that you made this money at?

A. Cards and dice.

10

Q. What did you play at cards?

A. Poker, auction pinochle.

Q. And what did you call dice games you played?

A. Well, shooting crap.

Q. Where was this played?

A. New York, Pennsylvania.

Q. Whereabouts in New York?

A. I do not care to answer that.

Q. Is it not a fact that after your brother, Timothy, died, in July 1903, that you and Sheridan ran the business at 560 Grove Street?

20

A. Managed it as bartenders.

Q. I understand you to say the lease was in Tim's name at that time?

A. Yes.

Q. How long was that lease for, do you know?

A. That, I could not say.

Q. Has anybody been to see you from Hoboken or down in that vicinity concerning this case?

30

A. No.

Q. Has anybody written you anything from Hoboken concerning the case?

A. No.

Q. So far as you know, Timothy you say owed your sister \$1,400.00 when he died?

A. Exactly.

Q. That is all he owed so far as you know.

A. To whom, my sister?

Q. Yes?

40

Charles J. Murphy—Direct.

A. Yes.

Q. This was a very good paying business when Tim was there was it not?

10 A. Well, it did run into—it turned out to be pretty fair. There was really nothing there when he took it.

Q. When did it first commence to be a pretty fair store?

A. Oh, maybe five or six months after we got in there.

Q. Is it not a fact that after sending Timothy the \$50.00 a month out West that you had nothing left?

A. We got our salary out of it.

20 Q. What salary were you getting?

A. \$15.00.

Q. A week?

A. Yes.

Q. And what salary was Mr. Sheridan, John Sheridan, getting?

A. Well, Sheridan started in there for very small money.

Q. How much?

A. Something around \$12.00.

30 Q. You say you gambled, how long have you been gambling?

A. About fifteen years.

Q. Did you also play horse races?

A. I did.

Q. Up to what time, when did you quit that?

A. In 1905 or 1906.

Q. Now you got back these 27 notes from your sister?

A. I paid my sister my last note.

40 Q. I say you got the notes all back, the 27 notes that you spoke about?

Charles J. Murphy—Direct.

A. Yes.

Q. Those notes were \$50.00 each you said?

A. Yes.

Q. And when did you get back the last note?

A. I believe it was in 1914.

Q. Who first told you that the Brewing Company was using your sister to get this money?

A. Mr. Baylor.

Q. Did you not know it before that time? Did you not tell him that there was some Brewing Company after your sister?

A. I said it was possibly some trouble with the brewery.

Q. You have been to the Hoboken saloon?

A. Yes.

Q. Mr. Sheridan was doing a good business or a bad business?

A. I do not know just what they are doing.

Q. Did he ever tell you it was a poor or a good business?

A. The last time I saw Sheridan he said things were a little quiet due to this.

Q. He bought the place, the house, or your sister did after the war broke out, did not she?

A. I do not just know when they bought it.

Q. Did he ever tell you how much a year he was cleaning up?

A. No, sir.

Q. He did not tell you he was knocking out about \$6,000.00 a year?

A. No, sir.

Q. When you left this saloon at 560 Grove Street, did you just walk away and leave it?

A. Walked out.

Q. And left it there?

A. Yes.

10

20

30

40

Q. Why did you do that?

A. It was not paying.

Q. You only owed the \$2,000.00?

A. Possibly a hundred over a couple of hundred.

10 Q. You gave it back to the Sheridans?

A. Yes.

Q. When you gave it back to the Sheridans why did not you demand your notes back?

A. Why, I thought that was closed business, finished business.

Q. You say you went on and paid your sister's notes after that?

A. Yes.

Q. If you thought it was a closed business, why did you do that?

20 A. Well, at the time I could not see any future.

Q. I know, but if the Sheridans got back what you purchased from them, why did you feel obligated to pay back the \$2,680.00 you speak of?

A. Well, I always understood that she lost money there and it was up to me to pay my brother's bills.

Q. Yes, but you gave back everything that you got, did you not?

30 A. Yes, but I did not know that they got anything out of the place. My sister was the best soul in the world to my brother when he was sick, and I felt that I was duty bound if ever I got a chance to pay this money back and I paid it.

Q. Even after you had given them back the saloon?

A. Yes.

Q. How were those notes payable, all at once or how?

A. Monthly.

40 Q. Payable monthly?

Charles J. Murphy—Direct.

A. Yes.

Q. At \$50.00 a month?

A. Yes.

Q. Who wrote these notes?

A. Why I cannot think of this gentleman's name. They are written by a lawyer in lower Jersey City. 10

Q. Was it Judge Peyster?

A. That is not the name.

Q. Hudspeth?

A. No, that is not the name.

Q. Ridenburgh?

A. No, it was a man named Carue.

Q. And an elderly gentleman, you remember that?

A. It seems to me he was as old as I am now. 20

Q. How old are you now?

A. Around 38. Yes, he was possibly a little older.

Q. And that was 12 yearsr ago?

A. Yes.

Q. Now, I want to ask you again to get the record surely straightened, these notes were dated when?

A. In rotation, monthly.

Q. Yes, but how were they dated? 30

A. Well, I was given a lapse of time; it was agreed that there would be a lapse of time before the first note would come due. Now the number of months I do not know. But I kind of think the first was to come due in the early summer.

Q. But they were all dated the one day, the day they were made?

A. Well, dated to come due a certain date.

Q. I know, but what was the date at the top of the note? 40

Charles J. Murphy—Direct.

A. Well, 30 days after date I promise to pay.

Q. But they were dated sometime, what was the date?

A. After the date of the note.

10 Q. Well, what was the date of the note?

A. Well, for the month it was made out. Well, the notes to come in rotation.

Q. Well, when they were dated, they were dated at the same time?

A. I cannot say.

Q. What was the year?

A. About 1904.

Q. About May, 1904?

A. No, before May.

20 Q. About April, 1904? A. Yes, or maybe March or maybe a little earlier, I think it was a little cold weather.

Q. And there were 27 of the notes coming due one after the other?

A. Yes, one after the other.

Q. You paid the first one of these notes in 1911, and the last one in 1914?

A. Yes.

Q. In 1914 you had moved back to Scranton?

30 A. Yes.

Q. You were in New York from what time to what time?

A. In New York for about two years.

Q. Which two years were they, from 1911 to 1913?

A. I was in New York from September, 1910, until the end of the Summer of 1913.

Q. And then you moved to Scranton and have lived here ever since?

40 A. Yes.

Charles J. Murphy—Direct.

Q. Now, while you were in New York, your sister knew just where you were, did she?

A. No.

Q. Well, did she know at all where you were?

A. She knew I was in New York.

Q. You were there with your wife part of the time in New York? 10

A. Yes.

Q. And you and your wife visited them once in Hoboken?

A. Or more.

Q. How often did you and your wife visit them?

A. We were boarding in New York and we did not feel like going over there, at least my wife did not, owing to the fact that she was not able to invite them to our place. 20

Q. Well, did you tell your sister you were just boarding?

A. She knew.

Q. And she knew that you were boarding?

A. Yes.

Q. And she knew where?

A. No.

Q. Did you tell her that you were tending bar?

A. She knew that I was tending bar.

Q. When you came up to Scranton here and went back twice in 1915 to see your sister, she knew that you were tending bar? 30

A. No, she did not. I saw her once in 1915, if I remember rightly.

Q. I thought you said you saw her once before the holidays and once five months before that?

A. I do not believe I said that, I do not remember.

Q. Now, your sister has known that you lived in Scranton ever since you came up here, has she not? 40

Charles J. Murphy—Direct.

A. I would not say that—I do not think so.

Q. Well, when you went down there in 1915 did she ask you where you lived?

A. No.

10 Q. Did you tell her where you lived?

Q. Did you tell her you lived in New York?

A. No.

Q. When you moved back from New York to Scranton you never communicated with your sister?

A. By letter?

Q. In any way?

A. Yes.

Q. How?

A. In person.

20 Q. How often did you go to see her?

A. Well, that I could not say, quite a few times, possibly six or seven times.

Q. Do you mean to say that you went to see your sister and did not tell her where you lived?

A. Yes.

Q. Did not even tell her what State you lived in?

A. No.

30 Q. Was the last payment that you made in Summer or Winter?

A. Summer.

Q. How do you recollect that?

A. I know the month.

Q. What month was it?

A. I am pretty sure it was July.

Q. And how much was that?

A. \$50.00.

Q. And that ended the 27 notes. It was the last one was it?

40 A. That ended a lot more than the notes.

Charles J. Murphy—Direct.

Q. Then you only gave her 27 notes, what else was there?

A. She loaned me \$1,100.00.

Q. When?

A. In 1912.

Q. Where were you when she loaned you this money? 10

A. In New York.

Q. Did you give her anything to show for it?

A. No.

Q. Didn't give any note?

A. Not a thing.

Q. How did she give you this money, in check or cash?

A. In cash.

Q. Now, you are sure of this? 20

A. Yes.

Q. And you paid the last of it including the \$1,100.00 in 1914?

A. Yes.

Q. You commenced paying her in 1911?

A. Yes.

Q. And when was it you paid her the \$250.00?

A. I think it was the year 1912.

Q. What time in the year 1912, as near as you can tell? 30

A. In the Summer time.

Q. In the summer of 1912?

A. Yes.

Q. You paid her \$250.00?

A. Yes.

Q. And what time in 1912 did you borrow from her the \$1,100.00?

A. I believe it was in September.

Q. In 1912? 40

Charles J. Murphy—Direct.

A. Yes.

Q. How much did you owe her yet when you borrowed this \$1,100.

10 A. Well, how, that I could not say. I do know that I paid her more than I borrowed off her.

Q. You had paid her more than you had borrowed when you borrowed the \$1,100.00?

A. Yes.

Q. How much more?

A. Possibly \$400 or \$500.

Q. Then you paid her all back this \$2,680 in 1911 or 1912 and paid her \$500 in the bargain?

20 A. No. You did not understand my answer. I had paid her from 1911, when I started to make payment, until September. September I borrowed \$1,100.00, and I paid her back from 1911 to 1912 more than \$1,100.00.

Q. Then from September, 1912, the time that you borrowed the \$1,100.00 up to 1914, you paid her about \$2,500.00 all told?

30 A. Well, the figures I do not know. I know that I finished up payments in 1914. Now how much I paid between September, 1912 and 1914, the figures I have not got, but when I borrowed the \$1,100.00 I still owed her about \$1,100.00 on the old debt.

Q. Then you must have paid her in that time between September, 1912, and July, 1914, when you paid the last money, about \$2,200.00?

A. That would bring it pretty near right, \$2,200.00 or thereabouts.

Q. And this \$2,200.00 that you paid her from September, 1912, to July, 1914, you earned most of it gambling?

40 A. Yes.

Charles J. Murphy—Direct.

Q. About what proportion do you think you earned gambling? The proportions of the payments?

A. Maybe ninety per cent.

Q. You must have made some pretty good hits gambling? 10

A. Some nights pretty fair—a man can clean up \$125.00 or \$150.00, that is not much in gambling.

Q. Didn't you ever travel for any firm?

A. No.

Q. Did you ever tell your sister you were traveling for any firm?

A. I do not know, I do not remember.

Q. Did you ever tell your sister you were in the wine business?

A. No. 20

Q. Did you in the course of your gambling ever lose any money? How much did you ever lose?

A. At one sitting?

Q. Yes?

A. A couple of hundred dollars.

Q. How often did you do that?

A. Not very often, maybe once or twice.

Q. Well, you lost almost as often as you won, did you?

A. No. 30

Q. Well, you lost all along from 1904 to 1911?

A. I had no big losses in that time.

Q. Well, you lost?

A. Well, I mean the money was not so much. A man goes in on a \$5.00 stake and loses—and then again he can make a couple of hundred on a \$5.00 stake.

Q. You lost from 1904 to 1911 almost always?

A. Yes, and occasionally a winner.

Q. Can you account for the luck changing in 40

Charles J. Murphy—Direct.

1911?

A. No, I did create a system of waiting.

Q. And still you got that system?

A. Yes. When I play cards.

10 Q. And you still play? A. Yes.

Q. And what was that system?

A. Waiting.

Q. What do you mean by waiting?

A. I have sat in nights and never played anything under a pair of tens and I have made money on it.

Q. And you would wait until you got a pair or higher before playing?

A. Yes.

20 Signed in presence of:

E. M. EICKE.

Master in Chancery of New Jersey.

CHARLES J. MURPHY.

MARGARET GALLEN.

30

Exhibit C-1.

First District Court of Jersey City

DAVID MAYER BREWING COMPANY,	}	
<i>Plaintiff,</i>		
versus		
JOHN J. SHERIDAN,	}	10
<i>Defendant</i>		

Judgment entered November 10, 1908:

Damages	\$485.12
Costs	28.05

January 2, 1910, writ of execution issued "returned unsatisfied."

May 20, 1915, petition and order for discovery filed. 20

June 3, 1915, supplemental petition and order for discovery filed.

July 2, 1915, depositions under order for discovery before William H. Bradley, Master in Chancery filed.

*Exhibit C 3.***First District Court of Jersey City**

DAVID MAYER BREWING COM-
PANY, A CORPORATION,

Plaintiff,

VERSUS

JOHN J. SHERIDAN,

Defendant.

*On Petition for
Discovery, etc.
Stipulation.*

10

Depositions taken before me, William H. Bradley, a Master in Chancery of New Jersey, pursuant to an order of the First District Court of Jersey City on the eleventh day of June, 1915; said order fixing said examination for the eighth day of June, 1915, and the same being adjourned by a stipulation entered into by the respective Counsel, which stipulation is hereunto annexed. Depositions being taken at my office in the Hoboken Bank for Savings Building, Hoboken, New Jersey; Harlan Besson, Esq., appearing on behalf of the plaintiff and John J. Fallon, Esq., appearing on behalf of the defendant. 20

Given under my hand this 8th day of July A. D., 1915.

W. H. BRADLEY,

Master in Chancery of New Jersey.

30

Exhibit C 3.

John J. Sheridan, a witness produced on the part of the plaintiff, being duly sworn according to law on his oath deposes as follows:

Direct Examination by Mr. Conklin:

- 10 Q. Where do you live, Mr. Sheridan?
A. 500 Ferry Street, Hoboken, N. J.
Q. Where are you in business?
A. 500 Ferry Street, Hoboken.
Q. How long have you been in business there?
A. A little over ten years.
Q. What is the nature of your business?
A. Liquor; saloon.
Q. Have you a license for the City of Hoboken?
A. Yes, sir.
- 20 Q. Is it made out in your name?
A. Yes, sir.
Q. When did you last pay for this license?
A. I always pay the 1st of July.
Q. How much did you pay?
A. \$300.
Q. You were sued sometime ago by David Mayer
Brewing Company, a corporation?
A. Yes, sir.
Q. And judgment was obtained against you?
- 30 A. Yes, sir.
Q. Where were you in business at that time?
A. Twelfth and Grove Streets, Jersey City.
Q. What kind of business did you have?
A. Saloon.
Q. Were you running this business at 500 Ferry
Street at the same time?
A. Yes, sir.
Q. Then you had two business's at the time?
A. Yes, sir.
- 40 Q. What did you do with your business?

Exhibit C 3.

- A. Which business?
- Q. The one at Twelfth and Grove Streets?
- A. I had Ruppert's beer.
- Q. Did you sell it?
- A. I had to close it up after I put this Mayer's 10
beer into the saloon. I lost all my customers.
- Q. From what brewing company do you obtain
beer at the present time?
- A. Ballentine.
- Q. How long have you been taking beer from the
Ballentine Company?
- A. Over ten years.
- Q. Of whom did you buy your wines and whis-
kies, Mr. Sheridan?
- A. Uri & Company.
- Q. Do you know where they are located? 20
- A. Louisville, Kentucky.
- Q. Did you buy direct from Louisville, Ken-
tucky?
- A. Yes.
- Q. Did you send your orders to Louisville, Ken-
tucky?
- A. Yes.
- Q. Did you pay your bills through Louisville,
Kentucky?
- A. Yes. 30
- Q. What is the address of that company?
- A. I don't know.
- Q. You send your orders there?
- A. Yes, sir.
- Q. And you send payment for whiskey there?
- A. Yes.
- Q. What address do you send it to?
- A. I told you Uri & Company, Louisville.
- Q. How do you spell "Uri"?
- A. U-r-i. 40

Exhibit C 3.

Q. Have you an envelope of their address in your possession to-day in your store?

A. I have got one in the store.

10 Q. How much beer do you use per week at the present time?

A. Well, I don't know. We are not using very much. I think about 18 or 20 half-barrels.

Q. How much do you pay for a half-barrel of beer?

A. \$3.15; and then the War Tax; you can add a quarter War Tax to that.

Q. What are your receipts from the business per week?

20 A. About twenty-two dollars a day; something like that.

Q. Where do you deposit the receipts?

A. I don't deposit nothing for I have nothing to deposit.

Q. Have you any bank account whatever?

A. Not one.

Q. Have you had a bank account in the last ten years?

A. I had at one time.

Q. What bank?

30 A. Down here in Jersey City. I guess there is a few dollars there.

Q. How much is there at the present time?

A. I don't know. Maybe five or six dollars or ten dollars.

Q. What is the name of the bank; New Jersey Trust Company?

A. Yes, sir.

Q. In Hoboken?

A. In Hoboken.

40 Q. When was the last time that you made a deposit in that bank?

Exhibit C 3.

A. Oh, I had none to make there in years.

Q. Who owns the property where you have your business?

A. The wife, Mrs. Sheridan.

Q. How long has she owned it?

10

A. Well, I don't know; sometime in the fall.

Q. Of what year?

A. Last year, 1914.

Q. What rent did you pay per month for this saloon before your wife purchased the property?

A. Fifty dollars a month.

Q. Does your family live with you at 500 Ferry Street?

A. Yes.

Q. What does your family consist of?

20

A. Well, it consists of one daughter and wife. The daughter is married.

Q. Well, what does your immediate family consist of?

A. Well, my wife and I; that's all.

Q. Does your married daughter live with you?

A. Yes; she lives in the house.

Q. Does she contribute to her support?

A. That I couldn't tell you.

Q. What is your married daughter's name?

30

A. O'Neill.

Q. Does her husband live with her?

A. Yes. He works for me, anyway.

Q. Does her husband contribute to the board for himself; does he pay the board for himself and wife?

A. That you will have to ask Mrs. Sheridan. I don't know what he pays.

Q. How many men are in your employ?

A. Well, there's the porter there, an Italian, 40

Exhibit C 3.

cleaning up the floors, and O'Neill; that's all.

Q. Have you a day bartender?

A. Yes, sir.

Q. What is his name?

10 A. Billie O'Neill.

Q. Does Billie O'Neill tend bar during the day for you?

A. Yes, sir.

Q. What do you pay Billie O'Neill per week?

A. Sixteen dollars.

Q. Does he live with you?

A. He is living in the house.

Q. Does he live with your family; that is, board with your family?

20 A. Yes.

Q. And you pay him sixteen dollars besides?

A. Oh, I don't know about his board. I think likely he does. I don't think the Misses would keep him for nothing. If she does she is very good. I don't care what he does with his sixteen dollars.

Q. What is the amount of your gas bill on an average per month?

30 A. Well, I guess on the average pretty nearly fifteen dollars, I guess. Electric light we figure on fifty cents a night.

Q. Has the Ballentine Brewing Company a chattel mortgage on your place?

A. Yes, sir.

Q. How much?

A. Well, they have something like thirteen hundred against it now.

Q. How much of that is paid off?

A. There is none of it paid off.

40 Q. How long has that to run on your place?

Exhibit C 3.

A. Two thousand; and I guess I paid seven or eight hundred.

Q. When did you pay the seven or eight hundred?

A. A year ago.

10

Q. Is there any understanding between you and the Ballantine Company?

A. There is not. They are bombarding me.

Q. Is there an understanding between you and the Ballantine Brewing Company as to this mortgage?

A. Of course I am supposed to pay them so much.

Q. Is there any agreement, either verbal or written, between you and the Ballantine Company that this mortgage shall stand as security for the use of the beer? 20

A. Oh, no; nothing like that. They are bombarding me with letters. They are wanting me to pay off something and I have nothing to pay them.

Q. How much money have you given to your wife in the past ten years?

A. Well, I don't know. I think I take more away from her than I give, when you come to count it up. 30

Q. Do you pay rent to your wife at the present time?

A. Yes, sir.

Q. What do you pay her?

A. What I paid to the landlord.

Q. How much is that?

A. Fifty dollars a month for the store.

Q. I asked you before if you had any bank account at the present time?

A. Yes; there is a few dollars in the bank. 40

Exhibit C 3.

Q. Now, that is positively the only bank where there is any money?

A. That's the only bank. I only wish I had something to put in it.

10 Q. What do you do with the balance of the money after paying your wife rent, your bartender his salary and the running expenses of the business.?

A. Hang up the beer collector once in a while until I collect it in. I had to stand him off.

Q. How long has business been so poor?

A. It has been poor right along.

Q. How much rent did you pay the landlord the first year that you were in the business?

A. Fifty dollars for the store.

20 Q. Was that ever increased?

A. No; still the same.

Q. How long have you been in the apartments upstairs?

A. Well, since we took the store.

Q. Did you pay the rent for the apartments?

A. Eighteen dollars.

Q. Then you paid a total of \$68.00 per month for the store and apartments?

A. Yes, sir.

Q. Do you pay that amount yet?

30 A. I pay \$50 for the store; that's all.

Q. You don't pay for the apartments at all?

A. No.

Q. What do you pay your wife per week for that support of your house?

A. Well, sometimes she gets nothing. More times I give her what I can. It depends upon the business.

Q. How much did you pay her last week?

A. Last week I don't think she got anything.

40 Q. Don't you know?

Exhibit C 3.

A. No. There is a box there and a few quarters are thrown in; and the barrels, I got nothing. Good bye!

Q. How much did you give her the week before that?

A. I don't know; I couldn't tell you. 10

Q. Did you keep any books in your business?

A. No. I haven't any business to keep books.

Q. When did you pay your beer bill; at any stated time?

A. Well, sometimes Wednesdays; sometimes Friday; any time.

Q. When did you pay your bill last?

A. Wednesday, I think.

Q. How much did you pay?

A. I think the ale and beer bill amounted to something like \$84; war tax and everything. 20

Q. You paid it up to date?

A. Yes, sir.

Q. How much did you pay the week before?

A. Well, really I couldn't tell you. They are generally about the same.

Q. Do you pay cash on delivery or charge?

A. I pay weekly.

Q. Have you any insurance policies on your life?

A. No.

Q. None whatever?

A. Not a thing. 30

Q. Have you any jewelry?

A. Yes.

Q. What have you got?

A. I've got one of them watches from the cigarettes; a black gun metal watch.

Q. Have you any diamonds?

A. No.

Q. Do you belong to any lodges?

A. Yes; I used to be in the Liquor Dealers here in Hoboken.

Q. Any other lodge. 40

Exhibit C 3.

A. No.

Q. Any fraternal organization?

A. No.

Q. Any societies?

A. No.

10 Q. Do you pay dues in the Liquor Dealers Association?

A. Six dollars a year. There is no benefit to it.

Q. When did you make the last payment towards your liquor supplies; that is, wines, liquors and whiskies?

A. Oh, I guess it must be away on the fall of the year. There is very little doing.

Q. Away in the fall of the year. You haven't bought any since then?

20 A. No.

Q. Do you remember what you paid at that time?

A. Well, I really don't exactly remember.

Q. Do you know about how much?

A. I guess I got about—It might be \$380; something like that.

Q. How did you pay that; by check?

A. Well, yes; I got a check from the butcher there.

30 Q. What butcher?

A. I don't know; some butcher there on First street.

Q. What is his name?

A. Fritz. I think that is it; something like that.

Q. What is his address?

A. I told you on First street.

Q. Did you know him so well that you would get his accommodation check for three hundred dollars?

40 A. Yes; I gave him cash for it and he gave me a check.

Exhibit C 3.

Q. But if you know him so well; what is his name?

A. His name is Putz, or Putzer; he is a butcher.

Q. Will you obtain the correct name and address of this butcher?

A. I don't know his address.

10

Q. How long did that supply of whiskey and liquors last you?

A. It's not sold yet, but pretty nearly.

Q. What did it consist of mainly?

A. It consisted of whiskey.

Q. By the barrel?

A. Yes, sir.

Q. Where did you buy your other liquors, such as wines?

A. Well, I got that later, and the gin, from the same people that I got the whiskey of.

20

Q. Didn't you say all you got last fall was whiskey by the barrel?

A. Yes.

Q. Didn't you get any liquors from them at the same time?

A. That's liquor, isn't it?

Q. I asked you what it consisted of and you said, "whiskey."

A. Yes.

30

Q. How about rum?

A. Yes.

Q. How about brandy?

A. I got it at Siegel & Cooper.

Q. When did you get the last from Siegel & Cooper?

A. Oh, a case of brandy; that's all.

Q. When did you get it?

A. Maybe a couple or three months ago.

Q. Is there any of that in your saloon yet?

40

Exhibit C 3.

A. There are a few bottles.

Q. Where did you buy your Port Wine and Sherry Wine?

10 A. It's so long now; I got it with a Bond ale, so much, three or four years ago.

Q. How much did you get; about?

A. Half a barrel.

Q. You bought half a barrel three or four years ago; and you say a half-barrel lasts about three years?

A. About three or four years.

Q. How much have you got in stock now?

A. I couldn't tell you.

Q. You can ascertain, can't you?

20 A. Well, you know, there isn't much waste on it; a bottle or a few bottles around the holidays.

Q. Have you ever taken an inventory of your stock?

A. No.

Q. How much stock have you in your store to-day?

A. Well, maybe three or four barrels of whiskey.

Q. Do you know how many gallons of whiskey there are in a barrel?

A. Oh, there may be about thirty-five.

30 Q. Doesn't the average barrel of whiskey run 45 gallons?

A. It does in Bond.

Q. Your whiskey that came directly out of Bond, hasn't it been blended since?

A. No.

Q. How much a gallon is that Bond whiskey, after it came into your possession, worth?

A. Two dollars a gallon.

Q. How old whiskey?

40 A. Sometimes three, four or five years. They don't take it out of Bond under three years.

Exhibit C 3.

Q. Are you sure they do not take it out of Bond under five?

A. Well, very seldom you get it five years.

Q. How many guage gallons are there in a barrel now that you have?

A. That I don't know; either thirty-nine or forty when they came in last fall. They might have lost some since. 10

Q. Are they sealed barrels?

A. Yes, sir.

Q. Have never been opened?

A. Well, not since they come in.

Q. Are you sure whether there are three or four.

A. I am not.

Q. You are not sure?

A. Well, something like three or four. 20

Q. How much brandy have you got?

A. A couple of bottles.

Q. No half-barrels?

A. No.

Q. No kegs?

A. No; it's in bottles.

Q. Besides whiskey what else have you in casks, either in your saloon or cellar?

A. Well, there is only a little bit of gin.

Q. How much gin have you? 30

A. I don't know. That gin was bottled there for some time. I don't know how much is in them.

Q. When did you guage it?

A. I never guaged it.

Q. You know what I mean by "guage?"

A. Yes; but I don't bother with them.

Q. You have gin casks. What else have you in casks?

A. I have Port Wine and Sherry Wine.

Q. How many casks have you of Port Wine? 40

Exhibit C 3.

A. Half-barrel.

Q. Is it full?

A. I couldn't say.

10 Q. How much Sherry Wine have you; when you have a half-barrel, how much is in it?

A. It's been there three or four years; I don't know how long it is there; I couldn't say.

Q. What else have you in casks?

A. That's all.

Q. Only Gin, Port Wine, Sherry Wine and Whiskey?

A. That's all.

Q. You are sure that you have no books in which you keep beer receipts?

20 A. No; I don't bother with the books.

Q. Do you keep a weekly account?

A. No.

Q. Have you a cash register?

A. Yes.

Q. Do you keep a daily cash register account?

A. I don't bother.

Q. Does your cash register at the end of the day show receipts.

30 A. If you look I suppose it does; but I don't look at it; I let it go.

Q. Doesn't the bartender ring up the cash register?

A. I don't know whether he does. I don't do it myself. He is my son-in-law; we don't care; we are in together, anyway.

Q. Let me understand. Billy, or William, I suppose his name is, the bartender is your son-in-law.

A. Yes, sir.

40 Q. He is the one who lives with you with his wife?

Exhibit C-3.

A. Yes, sir.

Q. Has he any children?

A. Yes; he has got two.

Q. How old are they?

A. A couple of years; the older is four years; 10 something like that.

Q. Do you know the representative of this liquor house in Kentucky?

A. Yes, sir.

Q. What is his name?

A. His name is Rosenfeld.

Q. Do you know where he lives?

A. Yes; he lives up around Rochester.

Q. Have you got his card?

A. I don't know where it is.

Q. Will you obtain his address for me? You 20 have it in your papers?

A. I don't know whether I have or not. If you want his address, write to the house.

Q. Have you got his business address?

A. Yes, sir.

Cross-Examination by Mr. Fallon:

Q. Mr. Sheridan, you are a married man?

A. Oh, yes.

Q. You live with your family at 500 Ferry 30 Street, Hoboken?

A. Yes, sir.

Redirect Examination by Mr. Conklin:

Q. And you have only one child?

A. Yes, sir.

Q. How old is she?

A. Oh, I guess about twenty-ve; I guess around twenty-five years old.

Q. How long has she been married? 40

Exhibit C-3.

A. Well, really I couldn't tell you; she's got a young one going on four years old.

Q. Don't you know what year she was married?

A. No, I don't.

10

Sworn and Subscribed to
this 11th day of June A.
D., 1915.

JOHN J. SHERIDAN.

W. H. BRADLEY,

Master in Chancery of New Jersey.

20

Exhibit C-3.

Bridget Sheridan, a witness produced on behalf of the plaintiff (being duly sworn, on her oath deposes as follows:

Direct Examination by Mr. Conklin:

Q. Where do you live, Mrs. Sheridan? 10

A. 500 Ferry Street.

Q. Are you owner of 500 Ferry Street?

A. Yes, sir.

Q. When did you acquire ownership?

A. In October.

Q. In 1914?

A. Yes. I think it's October, but I am not positive; something like that, in October, 1914.

Q. How long did you live on that property before you purchased it? 20

A. Ten years, about.

Q. Who was your landlord?

A. James O'Neill; Michael O'Neill; then he died; then James O'Neill.

Q. What did you pay him for that property?

A. \$11,000.

Q. How much cash did you pay?

A. Six thousand dollars cash.

Q. Did you have that \$6,000 in bank?

A. Yes, I did. 30

Q. What bank was that?

A. The First National and Hoboken Savings.

Q. Did you close out those two accounts?

A. No; there's a little left.

Q. Will you tell where you obtained that money from?

Mr. Fallon: I object on the ground that this proceeding is for the discovery on John J. Sheridan and not a discovery on Bridget Sheridan.

Exhibit C-3.

(To witness): Have you any objection to telling:

The Witness: No.

Mr. Fallon: Then the objection is withdrawn.

10

Q. (Last question repeated).

A. I am almost twenty-seven years married; and I started a boarding house and I made some money on that and I saved it myself and I put it in my own name in the bank. About ten years I kept boarding house. I moved to Jersey City, to 227 Erie Street, and I started a store there; candy and groceries and notions, and I made money there and I put my own money in my own name.

20

By Mr. Fallon:

Q. How long did you keep that store there?

A. I kept it nine years. That's as far as I can go.

By Mr. Conklin:

Q. You say you saved that money all that time and you put it in the bank all that time that you earned it?

A. Yes, sir.

Q. Do you recall when you gave up the store?

30

A. Yes, sir.

Q. What year?

A. About ten years ago.

Q. And you haven't made any deposits in those banks since that time?

A. No, I haven't.

Q. The money, then, that came out of the banks for the payment of this house was deposited prior to ten years ago?

A. Yes; about that time.

40

Q. Will the records of these two banks show any

Exhibit C-3.

deposits made since that time?

A. Well, there may be a little, of course. This money was in New York, you know.

Q. What money?

A. This money.

Q. I am speaking, now, of these two banks. 10
You said that the money, the six thousand dollars that you paid for this house, was on deposit in the First National Bank and the Hoboken Bank of Savings, didn't you?

A. Oh, yes; that's right.

Q. Now, you say that this money was obtained by you keeping the store?

A. Yes, sir.

Q. Ten years ago?

A. Yes, sir. 20

Q. It was earned by your own efforts ten years ago?

A. Yes, sir.

By Mr. Fallon:

Q. Now, you don't have to answer these questions unless you want to.

A. I am willing to tell them.

Q. All right, then.

By Mr. Conklin:

Q. When was the last deposit made in the Hoboken Bank of Savings? 30

A. Oh, I haven't made it in quite a while. I don't really know.

Q. For a year?

A. No, I don't think I have put any in for a year.

Q. Any in the First National Bank in the past year?

A. Let me see: Yes; I think I put in fifty dol- 40

Exhibit C-3.

lars, but I am not sure.

Q. What bank was it in New York?

A. In the Chambers Street Bank.

10 Q. When did you draw that money out in the Chambers Street Bank in New York?

A. When I bought the house.

Q. Didn't you state a few moments ago that you drew the money from the First National Bank and the Hoboken Savings Bank, Mrs. Sheridan?

A. Yes.

Q. Then you drew it out of three banks, didn't you? How much did you draw out in New York?

20 A. Three hundred dollars. Must I answer all these questions? I won't answer any more; I didn't think I would have to give my whole life's history.

Mr. Fallon: You remember I said to you that you "don't have to answer if you don't want to"; but you said you were willing to answer them.

The Witness: I won't tel lany more.

Q. You refuse, then?

A. Yes.

30 Q. Does your husband pay you rent for this saloon, Mrs. Sheridan?

A. Yes.

Q. How much?

A. Fifty dollars.

Q. How much every week does he contribute towards the support of his house?

A. About twelve dollars. That's about all, I think.

Q. How much last week?

A. How much last week?

40 Q. Yes.

Exhibit C-3.

A. Well, I suppose about the same.

Q. You suppose: I would like to know, Mrs. Sheridan?

A. Well, say, twelve dollars.

Q. I won't "say" anything. I would like to know how much? 10

By Mr. Fallon:

Q. If you know definitely.

A. I couldn't say, really. I don't know definitely.

By Mr. Conklin:

Q. About how much?

A. About twelve dollars.

Q. What makes you think he paid twelve dollars if you don't know? 20

A. Because I couldn't get any more.

Q. How do you know you couldn't get any more?

A. Because he told me.

Q. Then you know how much you got?

A. No, I don't, because I got the same amounts.

Q. How much in the last week?

A. Maybe a dollar and a quarter.

Q. The last week before that, how much did he pay you?

A. The same thing. 30

Q. Can't you say positively how much?

A. No, I can't.

Q. What does your family consist of?

A. One child, and she's married.

Q. Does she live with you?

A. Yes.

Q. She has two children, hasn't she, Mrs. Sheridan?

A. And they pay for them both.

Q. Her husband works for your husband? 40

Exhibit C-3.

A. Yes, sir.

Q. And do you know what salary your husband pays him per week?

A. I don't know anything about it.

10 Q. How much per week does Mr. O'Neill pay you?

A. He pays me eight dollars.

Q. How much a week does Mr. O'Neill pay you for board for himself, his wife and two children?

A. Eight dollars.

Q. Is that all he contributes per week to you?

A. Yes, sir.

Q. Does his wife help in the house?

A. Certainly.

20 Q. That is considered part of the board?

A. Yes.

Q. He clothes the children, of course?

A. Oh, certainly.

Q. Well, considering it such a small amount, I wanted to be sure. Does your husband carry any insurance on his life?

A. No.

Q. Have you any insurance on his life?

A. No.

30 Q. Is he in any lodges?

A. No.

Q. Societies?

A. No.

Q. Any benecial societies of any kind?

A. Not a thing that I know of.

Q. How much money has Mr. Sheridan given you, either for support of the house or paid to you in the past year?

40 up. A. I don't know; I got to go home and count it. It would take me a couple of hours.

Exhibit C-3.

Q. You have a statement?

A. No.

Q. How can you count it? From time to time?

A. (No answer).

Q. He has given you more sometime. At different times he has given you a considerable sum of money? 10

A. No, he hasn't.

Q. He may have made deposits in the past year?

A. He may have and I perhaps not know it.

Q. Did he have any bank account?

A. No.

Q. Any savings account in Hoboken or Jersey City?

A. None at all? 20

Q. Do you know whether he has given anything to his daughter?

A. No.

Q. Do you know whether he has contributed for clothing to the children?

A. I know he hasn't.

Q. Do you know where your husband buys his liquor?

A. Yes.

Q. Where? 30

A. I think from Kentucky.

Q. Do you know where he buys brandies?

A. No.

Q. Do you know what stock he has in the saloon at this time; whiskies, for instance?

A. No; I don't know a thing about it.

Q. Where does he keep his whiskey?

A. In the saloon.

Q. Do you go in his saloon?

A. I will tell you, I don't know; I don't go in- 40

Exhibit C 3.

side; I don't know what it looks like inside.

Q. Do you have a cellar?

A. No; we have no cellar.

10 Q. Do you know the butcher that has a produce place?

A. I do.

Q. What is his name, his right name?

A. William Puth.

Q. Do you know his address?

A. No.

Q. Do you deal there?

A. I do.

Q. What street is he on?

A. I think it is on Madison or Monroe.

20 Q. You say that you deal with him?

A. Yes, sir.

Q. That is, for the house?

A. Yes, sir.

Q. Does your husband keep a lunch counter?

A. No.

Q. The only business you have, then, with Mr. Putz is for the house.

A. Just for my own house; for the meals.

Q. Is the name of the butcher, William F. Puth?

30 A. Yes; I believe it is.

Q. 563 First Street, Hoboken.

A. Yes.

Q. That's the right one?

A. I suppose it is.

Q. How many men are in the employ of your husband?

A. Bartender and porter.

Q. Do you know what salary he pays to the porter?

40 A. I couldn't say.

Exhibit C 3.

Q. Do you know what salary he pays the bartender?

A. No.

Q. The bartender is a son-in-law?

A. Yes, I know.

Q. That's all.

10

Cross-Examination by Mr. Fallon:

Q. Mrs. Sheridan, how long a time has your son-in-law been paying eight dollars a week board?

A. Three years.

Q. And before that, how much did he pay you per week?

A. He lived at home.

Q. Oh, it's just for the last three years?

A. Yes, sir. Yes, it's more than three years; 20 it's very nearly four.

Q. How old is the oldest child?

A. He is four.

Q. Well, how long were they married before the child was born?

A. They were married ten months.

Q. Well, then, it's over five years.

A. You see I didn't charge my mind with it to think since the baby was born.

Q. Now, that eight dollars a week: Did you 30 keep that for your own uses?

A. Yes, sir.

Q. And that you saved, did you?

A. Yes, sir.

Sworn and subscribed to
this 11th day of June A.
D., 1915.

BRIDGET SHERIDAN.

W. H. BRADLEY,

Master in Chancery of New Jersey. 40

Exhibit C 3.

The further taking of testimony was adjourned to the 18th day of June, 1915, or until a date to be agreed upon by counsel.

10 The taking of testimony was further adjourned from June 18th, 1915, to June 24th, 1915. The examination was then further adjourned by stipulation between the respective counsel to July 1st, 1915, at 3:00 o'clock in the afternoon, which stipulation is hereto annexed.

W. H. BRADLEY,
Master in Chancery.

Exhibit C-3.

Depositions continued to Thursday, July 1, 1915,
at three o'clock in the afternoon, at the same place.

CARL KLEIBER, a witness produced on behalf of
the plaintiff, being first duly sworn, on his oath
deposes as follows: 10

By Mr. Conklin:

Q. What is your business, Mr. Kleiber?

A. Bookkeeper.

Q. For whom are you bookkeeper?

A. P. Ballantine Sons, Brewing Company.

Q. How long have you been connected with the
P. Ballantine Sons Brewing Company?

A. Twenty-three years.

Q. Are you familiar with the account of John 20
J. or John F. Sheridan with the P. Ballantine Sons
Brewing Company?

Mr. Fallon: Now, which is it; John J. or
John F.? I don't know John F. Sheridan.

Q. I will strike that out and make it appear as
John J. Sheridan, of 500 Ferry Street, Hoboken?

A. Yes, sir.

Q. Have you the account of John J. Sheridan
here with you?

A. Yes, sir. 30

Q. When does that account commence?

A. What kind of an account do you mean, the
sales?

Q. Have you the account of the sales of beer?

A. I have it here since 1912.

Q. Have you the account of the moneys paid for
the beer sold to him?

A. Yes, sir.

Q. Have you the original sheet of entry?

A. I have here the sheet of the Ledger. 40

Exhibit C-3.

Q. That is the original sheet?

A. Yes, sir.

Q. What is the first money of the year 1912 that shows on that sheet?

10 A. October, 1912.

Q. Can you tell from that account how many half barrels or barrels of beer was sold to John J. Sheridan at 500 Ferry Street during that month?

A. Yes, sir.

Q. How many?

A. 132 half-barrels.

Q. How often were deliveries made during that month?

20 A. That I can't say from this book, sir. I can show you the weeks.

Q. Does that account show the date when he paid for that particular month's sales?

A. Yes, sir; that is not the month; weeks.

Q. Does he pay by the week?

A. By the week, yes, sir.

Q. Does the price per half-barrel vary on that account?

30 *Mr. Fallon.* I ask what possible relevancy this will convey. I don't want to be technical. All you want to know, I suppose, is how much beer he bought and how much he paid for it.

Q. Does it show any difference in the sales?

A. Well, Mr. Sheridan is in the habit of buying two grades of beer.

Q. What is the highest grade worth?

A. It is nine dollars gross and eight dollars gross.

40 Q. Now, what is the latest month of that account?

Exhibit C 3.

A. The present month is the latest; June of this year.

Q. How many half-barrels did he purchase in June?

A. 125 up to the 25th of June.

Q. What was the total price paid?

10

A. I will have to figure that.

Q. What was the total amount paid for the beer sold to him during June?

A. In June he paid us \$437.79.

Q. Was that payment for the amount of goods bought up to date?

A. No.

Q. What is the condition of his account to-day?

A. To-day? The condition is that he owes last week's delivery, the week ending June, the 25th, and the current week.

Q. What do they amount to?

A. \$178.25.

Q. Now, in the first week in the month of May, tell us how many half-barrels he purchased.

A. The week—our business week; the ending for that week—is 31 barrels. The week ending May 7th, 31 halves.

Q. How much per half-barrel did he pay?

A. Those 31 halves amounted to \$131.25.

30

Q. Do you know about how many half-barrels he averaged a week? Have you struck an average?

A. Do you mean for a year or for several weeks?

Q. Say, for instance, a year, half-year or anything, if you strike an average; I don't know how you carry on business. Say yes or no.

A. Well, I haven't got it figured out.

Q. Now, the first week in April of this year, how many half-barrels?

A. 26 halves and 5 quarters.

40

Exhibit C 3.

Q. Now, you also have with you the account between John J. Sheridan and P. Ballantine Sons for ale, haven't you?

A. Yes, sir.

Q. Tell us how much ale he purchased the last 10 week that appears on that account.

A. That is one-quarter barrel of June 21st

Q. What is the price for one-quarter barrel?

A. \$6.50.

Q. The week previous to that, how much did he purchase?

A. That was one hogshead, June 17th.

Q. How much did you charge for that?

A. \$13.00.

Q. Is that paid for?

20 A. No.

Q. What is the balance on the whole account due by John J. Sheridan at the present time?

A. \$26.00.

Q. Now, referring back again to the beer account; State from the account how many half-barrels were purchased each week at the most recent sale.

A. The week ending June 25th, 32 halves; June 18, 37 halves; June 11, 26 halves; June 4, 30 halves; 30 May 28, 33 halves; May 21, 37 halves and 1 quarter; May 14, 36 halves; May 7, 31 halves; May 30, 27 halves; April 23, 30 halves; April 16, 31 halves and 4 quarters; April 9, 29 halves and 4 quarters; April 2, 26 halves and 5 quarters; March 26, 20 halves and 6 quarters; March 19, 29 halves and 4 quarters; March 12, 21 halves and 4 quarters; March 5, 22 halves and 2 quarters; February 26, 24 halves and 6 quarters; February 19, 27 halves and 5 quarters; February 12, 27 halves and 2 quarters; 40 ters; February 5, 22 halves and 4 quarters; Janu-

Exhibit C 3.

ary 29, 26 halves; January 26, 32 halves; January 15, 28 halves; January 8, 26 halves; December 31, 1914, 26 halves and 1 quarter (interrupted).

Q. That will be enough just now. What was the price charged per barrel the first week in January? 10

Mr. Fallon: May I ask what possible cause there is for this? How can that bring any results? I object to it as entirely immaterial and inconsequential. This hearing is for the discovery of property and not the ascertainment of beer prices between the Brewing Company and Mr. Sheridan.

Q. The prices are all equal; all the same at the rate of \$9.00 for export and \$8.00 per barrel for lager? 20

A. Yes.

Q The export is the higher grade, then?

A. Yes, sir, \$9.00 a barrel; that is, in bond.

Q. Now, you were subpoenaed to produce a chattel mortgage between John J. Sheridan and the Ballantine Sons Brewing Company?

A. Yes, sir.

Q Does that mortgage show how much is due on it?

A. The full amount is due. 30

Q. The full amount is due?

A. Yes, sir.

Q. What is the amount of that mortgage?

A. Twelve hundred dollars.

Q. And Sheridan has not paid any on account of that mortgage?

A. No, sir.

Q. Have you any further account with John J. Sheridan showing moneys owing by him to your Company? 40

Exhibit C-3.

A. Yes.

Q. What is it?

A. One thousand dollars.

Q. What is that for?

10 A. Money advanced.

Q. When was this money advanced?

A. In May of this year.

Q. State, then, how it was advanced. Does your account show?

A. No.

Q All in one sum?

A. All in one sum.

Q. On what date?

A. May 19th.

20 Q. Did John J. Sheridan give you any security for that thousand dollars?

A. No.

Q. Do you know whether or not the P. Ballantine Sons Brewing Company paid the license for the saloon business at 500 Ferry Street for the current year?

A. No, I don't know.

Q. If they did would the records that you have in your possession show it?

30 A. No, sir.

Q. You are subpoenaed to produce those records between John J. Sheridan and P. Ballantine Sons Brewing Company, were you not?

A. I don't know anything about it.

Q. Then your accounts don't show everything that you have here. The accounts you have here here do not show all the business that you have between John J. Sheridan and P. Ballantine Sons Brewing Company?

40 A. I don't know; I don't know as they have

Exhibit C-3.

loaned any money on the current license. I don't know that as yet.

Q. Where did you receive the statement showing that one thousand dollars was loaned to John J. Sheridan in May?

A. I have it in the note here; that's all I know. 10

Q. Who gave you that note?

A. I got it from the Auditor as far as I remember.

Q. Who is the Auditor?

A. Mr. Holzwark.

Q. That is all.

No Cross-Examination.

Mr. Fallon: I will consent that the signature of this witness be waived. 20

It is, therefore, agreed and hereby stipulated by and between the counsel for the respective parties hereto that the testimony of the foregoing witness need not be signed.

EDWARD SHARKEY, a witness produced on the part of the plaintiff, being first duly sworn, according to law, on his oath deposes as follows:

Direct Examination by Mr. Conklin—

Q. What is your business, Mr. Sharkey?

A. Deputy City Clerk of the City of Hoboken. 30

Q. Are you in charge of the books showing stubs of receipts issued for the payment of saloon license?

A. I have that book here.

Q. Does the book that you have here show that a receipt was given to John J. Sheridan, of 500 Ferry Street?

A. There was a receipt issued in the name of John J. Sheridan.

Q Of 500 Ferry street, Hoboken? 40

Exhibit C 3.

A. Yes, sir.

Q. Will you refer to the stub of that receipt?

A. On June, the 17th, 1915.

Q. How much money was paid?

10 A. \$500.00.

Q. What was the number of that receipt?

A. Number 11.

Q. Have you with you the application for the license for 500 Ferry Street?

A. Yes, sir.

Q. Does that application bear the signature of John J. Sheridan?

A. Yes.

20 Q. Do you know whether it bears the signature of John J. Sheridan?

Mr. Fallon: No. The signature is admitted as that of Mr. Sheridan.

Cross-Examination by Mr. Fallon:

Q. Did you receive the check in person; do you remember, Mr. harkey?

A. They paid it direct.

Q. Did you receive it from Mr. Adolphs of the Ballantine Brewery?

A. Yes, I did.

30 Q. And with this license was there filed, do you know, a power of attorney?

A. No. Mr. Adolph inquired about the power of attorney and I told him not to file it until the license was granted.

Q. Well, this check was from the Ballantine Sons Brewery?

A. It was money from them; cash.

Q. Mr. Sheridan wasn't present at the time?

A. No, he was not present.

40 Q. That is all.

Exhibit C-3.

Alfred Herrmann, a witness produced on the part of the plaintiff, being first duly sworn according to law, on his oath deposes as follows:

Direct Examination by Mr. Conklin:

Q. What is your business, Mr. Herrmann? 10

A. Banking.

Q. Are you connected with the Trust Company of New Jersey?

A. I am.

Q. Are you familiar with the account of John J. Sheridan of 500 Ferry Street, Hoboken?

A. I am, sir.

Q. Have you made a copy of his account?

A. Yes.

Q. Have you a statement with you? 20

A. (Indicating.) This will not be his entire account.

Q. Where does that statement commence?

A. July 1st, 1908.

Q. And when does it end?

A. July 31st; and it is up to August of that year.

Q. Has he deposited since August, 1908?

A. I don't think so.

Q. Is it considered an active account? 30

A. Not at the present time.

Q. What is the balance of that account?

A. \$7.11.

Q. That is a correct and true statement, made by yourself?

A. Yes.

Q. Was it compared with the original account?

A. Yes, sir.

Mr. Conklin: I offer the statement in evidence. 40

Exhibit C 3.

There being no objection, the statement referred to is admitted in evidence and marked P 1.

NO CROSS-EXAMINATION.

10

John M. Rosa, a witness produced on the part of the plaintiff, being first duly sworn according to law, on his oath deposes as follows:

Direct Examination by Mr. Conklin:

Q. What is your business, Mr. Rosa?

A. Chief clerk of the Custom Department of the Public Service Gas and Electric Company.

20 Q. Are you familiar with the gas and electric account of John J. Sheridan, of 500 Ferry Street, Hoboken, with the Public Service Gas and Electric Company?

A. Yes.

Q. Have you a statement of John J. Sheridan's account with said company?

A. Yes.

Q. Have you made that statement?

A. Yes.

Q. Did you compare it with the original books?

30 A. I did.

Q. And corrected them, too?

A. Yes.

Q. When did that statement commence?

A. April, 1913.

Q. Does it show the amount of gas consumed?

A. It does.

Q. And shows the amount of bill per month?

A. Yes.

Q. And does it show when he paid the bills?

40 A. Yes.

Exhibit C-3.

Mr. Conklin: I offer the statement referred in evidence of the gas account individually.

There being no objection the statement referred to is admitted in evidence and marked P 2. 10

Q. Have you made a copy of a statement of the electric account of John J. Sheridan?

A. I have.

Q. And you compared it with the original books?

A. Yes.

Q. And it is correct and true?

A. Yes.

Q. When does that statement commence?

Q. In April, 1913. This is just a period of two years; that is not the starting of the account, and it is for the store only. 20

Mr. Conklin: I offer the statement in evidence.

There being no objection the statement referred to is admitted in evidence and marked P 3.

NO CROSS-EXAMINATION.

Joseph Repetto, a witness produced on the part of the plaintiff, being first duly sworn according to law, on his oath deposes and says: 30

Direct Examination by Mr. Conklin:

Q. What is your business, Mr. Reppetto?

A. Individual bookkeeper.

Q. Where are you employed?

A. In Hoboken Bank for Savings.

Q. Are you familiar with the account of Bridget Sheridan with the Hoboken Bank for Savings? 40

Exhibit C-3.

A. Yes, sir.

Q. Is it a correct and true account of Bridget Sheridan and the Hoboken Bank for Savings?

A. Yes, sir.

10 Q. When did this account begin?

A. The 2nd of October, 1911.

Q. Does that statement show the deposits made by Bridget Sheridan?

A. Yes, sir.

Q. Does it show the withdrawals made by her?

A. Yes, sir.

Q. What is the balance?

A. The balance is \$73.78.

20 Mr. Conklin: I offer the statement in evidence.

There being no objection the statement referred to is admitted in evidence and marked P 4.

NO CROSS-EXAMINATION.

William O'Neill, a witness produced on the part of the plaintiff, being first duly sworn according to law, on his oath deposes and says:

30 *Direct Examination by Mr. Conklin:*

Q. Are you married, Mr. O'Neill?

A. Yes, sir.

Q. Where are you living?

A. 500 Ferry Street.

Q. With whom do you live?

A. Mr. and Mrs. Sheridan.

Q. And with your wife?

A. Wife and family.

Q. How many children have you?

40 A. Two.

Exhibit C 3.

Q. When were you married?

A. Going on six years.

Q. Where did you live the first year you were married?

A. Well, I lived between home and—I was at home about a year and a half. 10

Q. A year and a half you lived home after you were married?

A. Yes, sir.

Q. Where was your home?

A. Well, at that time at 44 South Street.

Q. Jersey City?

A. Yes. I wouldn't be exact as to the time.

Q. Well, about how much more than a year and a half or how much less than a year and a half? 20

A. Well, less, I believe.

Q. How much less?

A. I couldn't tell exactly. It might be a month or two months.

Q. Where did your wife live at that time?

A. She was at home.

Q. With her parents?

A. Yes.

Q. Where were you working at that time?

A. John J. Sheridan's. 30

Q. Do you remember when your first child was born?

A. September the 17th, I believe.

Q. Of what year?

A. 1910.

Q. After that year and a half that you lived home, where did you live then?

A. With Sheridan. Well, I lived between home and Sheridan's.

Q. You lived between home and Sheridan's? 40

Exhibit C-3.

A Yes, sir.

Q Well, how much did you live home?

A Well, half and half.

Q You were living with your folks as I understand.

10 A. Yes, sir.

Q. Did you pay them board?

A. Yes, sir.

Q How much board did you pay them?

A. Four dollars.

Q. For the year and a half?

A. Yes, sir.

Q. Did you pay Mrs. Sheridan any board?

A. Well, yes.

20 Q. How much did you pay her?

A. Well, I gave her an allowance; I couldn't say exactly how much it was.

Q. But I am speaking for the year and a half. Do you remember about how much a week you paid to Mrs. Sheridan for your board or for your wife?

A. I left that to the wife.

Q. Do you know how much you paid?

A. No.

30 Q. Where is your wife?

A She's in the country.

Q. Where?

A. At Milton,

Q. New Jersey?

A. New York.

Q. What salary were you receiving from Mr. Sheridan at that time?

Mr. Fallon: I object. You have no right to inquire into his personal career.

40 Q. After the year and a half was up, what did

Exhibit C-3.

you pay Mrs. Sheridan a week for boarding yourself and wife?

A. Eight dollars a week.

Q. How long did you pay eight dollars a week?

A. Well, between four and five years now. I haven't got the account. It's between four and four and a half years. 10

Q. Mr. O'Neill, have you paid eight dollars a week ever since you have been with Mrs. Sheridan?

A. Yes, sir.

Q. What salary does Mr. Sheridan pay you at the present time?

A. Sixteen dollars a week.

Q. How long have you been in that saloon at 500 Ferry Street as bartender? 20

A. How long have I been there for Mr. Sheridan?

Q. Yes.

A. Eleven years.

Q. Are you interested in any business other than bartender?

A. No.

Q. There is a cash register in that saloon, isn't there? 30

A. Yes, sir.

Q. Who takes care of the cash register?

A. The proprietor.

Q. Does that cash register tally the receipts daily?

A. I suppose it does.

Q. Don't you know?

A. I don't know.

Q. You handle the cash register?

A. I handle the money that goes in the register. 40

Exhibit C-3.

Q. Yes. But you ring up the sales that go in the register?

A. Yes.

Q. Is it in working order?

A. I couldn't tell you.

10 Q. You can see by the cash register at the close of business how much business was done, can't you?

A. I cannot.

Q. Do you know how much business was done yesterday?

A. I don't know.

Q. Do you know how much money was taken in?

A. I don't know.

Q. Is there good business?

20 A. Not at the present time.

Q. How many half-barrels a week do you use in the business, do you know?

A. I don't know.

Q. You don't know? Who takes care of that?

A. The proprietor.

Q. You don't touch it at all other than sell it over the bar?

A. That's all.

30 Q. How much whiskey is there in stock in the saloon?

A. I couldn't tell you; I don't take care of the stock.

Q. You were in the saloon all the time, aren't you, Mr. O'Neill? Have been there seven or eight years?

A. More than that.

Q. More than that; and you don't know how many barrels of whiskey are on the floor or on the skids?

40 A. I don't know what they are.

Exhibit C 3.

Q. There are barrels there?

A. There are barrels there, but I don't know what they contain.

Q. How many barrels of whiskey?

A. I don't know. 10

Q. How many barrels in the saloon?

A. How many barrels, empty or full?

Q. Full.

A. I don't know.

Q. Are there four full barrels?

A. I don't know.

Q. Where are the barrels?

A. On the floor or skid.

Q. And do you mean to say you don't know how many barrels there are? 20

A. I know there are barrels, but I don't know the contents of them.

Q. Well, how many full barrels of whiskey?

A. I don't know.

Q. Are there any full barrels?

A. I couldn't say.

Q. Are they all empty?

A. I couldn't say unless I saw the stamps on them.

Q. Are you the son-in-law of John J. Sheridan? 30

A Yes, sir.

Q That is all.

No Cross-Examination.

WILLIAM YOUNG, a witness produced on the part of the plaintiff, being first duly sworn according to law, on his oath deposes as follows:

Direct Examination by Mr. Conklin:

Q. What is your business, Mr. Young?

A. Banking. 40

Exhibit C-3.

Q Are you connected with the First National Bank of Hoboken?

A. I am, sir.

Q. What is your position?

10 A. Cashier.

Q. Are you familiar with the account of Bridget Sheridan and the First National Bank?

A. I have a copy of it here.

Q. Did you compare the copy you have here with the original books?

A. Personally I don't know. It was prepared under my direction by two responsible employees.

Mr. Fallon: I will admit that it is a true copy.

20 *Mr. Conklin:* I will offer the copy of the account in evidence.

Mr. Fallon: I have no objection. The paper referred to is admitted in evidence and marked, P-5.

BRIDGET SHERIDAN, being recalled on the part of the plaintiff further deposes as follows:

Direct Examination by Mr. Conklin:

30 Q. Mrs. Sheridan, you were subpoenaed to produce several bank books.

A. Yes, sir.

Q. Have you with you here the book on the bank in New York in Chambers Street?

A. Yes, sir.

Q. May I see that book?

Mr. Fallon: Certainly.

A. (Witness hands Counsel the book).

Q. Tell me the last deposit made in this book.

A. What do you mean?

40 Q. Tell me the date of the last deposited by you.

Exhibit C-3.

A. Wasn't it January?

Q. The books shows from April to June; for all April to June 29th, 1904; is that right?

A. Yes, sir.

Q. This Pass Book on the Emigrants Industrial Savings Bank in New York, in your name, Mrs. Sheridan, number 451,480, shows deposits as follows: September 15, 1902, \$700; February 29, 1904, \$80; March 21, 1904, \$50; is that correct? 10

A. I guess it is; I believe so.

Q. And also shows interest on January, 1904, of \$17.73, and interest in January, 1906, \$3.88; is that correct?

A. Yes, sir.

Q. Now, it shows on October 24, 1902, you withdrew \$300? 20

A. Yes.

Q. On March 30, 1904, you withdrew \$400?

A. Yes.

Q. On April 20, 1904, you withdrew \$50; is that correct?

A. Yes, sir.

Q. On June 29, 1904, you withdrew \$50; is that correct?

A. Yes, sir.

Q. Now, Mrs. Sheridan, you stated at the last examination that you drew \$300 on the New York bank to pay for the house, didn't you? 30

A. Towards the house? I don't remember saying that.

Q. As a matter of fact, you didn't draw any money from the New York bank to pay for that house?

A. No. I made a mistake if I said that.

Q. Now, this money that was on deposit in New York bank, from where did you receive it? 40

Exhibit C 3.

A. I made it myself. I earned it myself.

Q You earned it yourself from the candy store?

A. From the candy store and from boarders. I took boarders, then I took the candy store.

10 Q. How many boarders did you have at that time?

A. I had five men.

Q Where was the boarding house, Mrs. Sheridan?

A In New York.

Q. In New York?

A. Yes, sir.

Q. You conducted a boarding house in New York at what address?

A. At 337 East Forty-sixth street.

20 Q. Ten years ago when you say that you kept boarders, where was the boarding house?

A At 227 Erie street, Jersey City.

Q. You say you had five boarders?

A. Yes.

Q. Did you have the whole house?

A. No; I had six rooms; just a floor.

Q. Was that over the store?

A. Yes, sir. But at that time I didn't have the store; it was after that I took the store.

30 Q. Well, you had boarders, but you didn't have the store?

A. No.

Q. Now, you had five boarders in the six rooms in your house, and how many children?

A. One: just one.

Q. When did you take the store?

A. Well, I took the store—I really don't know. It must be—Let me see: I am in Hoboken ten years; it is almost twenty years ago.

Q. You took the store almost twenty years ago?

40 A. Yes.

Exhibit C 3.

And you gave up the store ten years ago?

A. Yes. When I came to Hoboken I sold the store about ten years ago.

Q. To make it more definite will you tell us the year?

A. Well, I took the store nine years, but I still kept my floor upstairs, understand 10

Q. What particular year did you keep the store?

A. Well, it's going on eleven years.

Q. Eleven years ago?

A. Yes.

Q. Did you give it up in the year 1904?

A. Yes.

A. What time of the year?

A. That was in April.

Q. And when you gave up the store in 1904 did you have boarders at that time? 20

A. Yes; just two.

Q. How long had you had two?

A. Well, I had them quite a while; I don't know how long.

Q. You said before that you had five boarders?

A. Yes.

Q. You had five boarders at one time?

A. Yes; at one time, before I took the store.

Q. When you took the store how many did you have? 30

A. When I took the store I only kept two.

Q. And you had the store about ten years?

A. I had the store nine years.

Q. Then during the nine years you had only two boarders?

A. Yes.

Q. How much did those boarders pay you?

A. Five dollars a week.

Q. Each paid you five dollars? 40

Exhibit C-3.

A. Yes.

Q. Did you deposit money at that time as you made it, before you came to Hoboken?

A. No.

Q. What did you do with it?

10

A. I had a lot of money in the house.

Q. And eventually you did deposit it?

A. Well, at times I had a lot of money in the house.

Q. How did you deposit it?

A. Well, then, I gave \$1,400 to my brother, Timothy J. Murphy. He is now dead.

Q. What did Timothy J. Murphy do with the money?

20 A. He took the store in Grove Street. It's now all divided. I gave him \$1,400.

Q. Did he ever pay you back?

A. No. He paid me board, see? I gave him money to start up. So he had the store about four years.

Q. Well, he paid you back?

A. He just paid me board.

Q. If he paid you board he got his board by paying for it, didn't he?

A. Certainly.

30 Q. Yes. Well, if he owed you \$1,400, how would he pay it to you in board when he was getting his board anyway?

A. He was paying his board.

Q. Then he never paid you the \$1,400?

A. No.

Q. Then you lost the \$1,400 of the money that you had saved from boarders; is that it?

A. No, I didn't lose it because I had the store. My brother died.

40 Q. What did you do with the store?

Exhibit C 3.

A. My other brother bought it off of me.

Q. How much did he pay for it?

A. He paid me \$2,680.

Q. What did you do with the \$2,680?

A. He gave it to me in notes.

10

By Mr. Fallon:

Q. In what office did he give the notes?

A. In Judge Carey's office.

Q. In Robert Carey's office?

A. I think so.

By Mr. Conklin:

Q. Who was present?

A. It was a clerk.

Q. Who was the clerk; do you remember?

A. No.

20

Q. Did you put those notes through the bank?

A. No; I kept them in the house at the time.

Q. When was the last one due?

A. The last one was paid sometime last winter.

Q. When did they start?

A. Well, they started just as soon as they took the store.

Q. When did he take the store?

A. It was 1904—I am an awful poor hand in remembering—

30

By Mr. Fallon:

Q. It was before you came to Hoboken?

A. Well, I don't know.

By Mr. Conklin:

Q. The first note that he made was dated, when?

A. I don't know.

Q. You don't know. How much a month was he to pay you?

A. He was to pay me fifty dollars.

Q. Fifty dollars every month; and did he pay 40

Exhibit C-3.

it?

A. No, he didn't pay it right away. He didn't pay it for a good many years after that.

Q. In what year did he start paying it?

10 A. About four years ago.

Q. And he paid it right along?

A. He paid it right along.

Q. Fifty dollars?

A. No; sometimes he would give me a hundred; sometimes two; sometimes three and sometimes fifty.

Q. How much was the full amount?

A. The full amount was \$2,680.

Q. \$2,680. What did you do with that money that you got?

20 A. I put it in the bank as I got it.

Q. Of course when you loaned him this \$1,400 that just about used up the money that you had saved from the boarders and from the candy store?

A. No; I had been working right along.

Q. I know. How much did you save from the candy store?

A. I don't know; I can't think.

Q. You don't know?

A. I can't think how much I saved.

30 Q. Did you make ten dollars a week?

A. Yes.

Q. You did? How much rent did you pay?

A. Nine dollars.

Q. That is, for the store?

A. Yes.

Q. How much upstairs?

A. (No answer).

Q. Was your husband paying it?

A. My husband wasn't in business at that time.

40 Q. How much salary was he making?

Exhibit C 3.

A. Twelve dollars a week.

Q. How long has he had this saloon in Hoboken?

A. Ten years.

Q. After you loaned your brother \$1,400 what did you do with the balance of the money that you made from the candy store, if there was any at that time? 10

A. Well, I kept my money in the house.

Q. In the house? How much did it amount to; did it amount to three hundred dollars?

A. Yes.

Q. You paid \$6,000 cash for this premises?

A. Yes, sir.

Q. You received \$2,200 from the store that you sold in Jersey City? 20

Mr. Fallon: I object to Counsel's statement on the ground it is misrepresenting the testimony. She said she received \$2,680.

Q. Now, you paid \$6,000 cash for 500 Ferry Street: That is true, isn't it?

A. Yes, sir.

Q. You received the full \$3,600 back from your brother?

A. Yes.

Q. And do you mean to say that you kept in your house for seven years twenty-four hundred dollars? 30

A. Yes, sir.

Q. You say so?

A. Yes.

Q. Then you opened accounts, didn't you?

A. Yes.

Q. Did you deposit then?

A. I deposited. I started to deposit about four years ago.

Q. How did you start to deposit: deposit what- 40

Exhibit C-3.

ever cash you had in hand?

A. Yes; just according as I got it, see? I didn't get that all at once.

10 Q. Well, do your bank accounts show the six thousand dollars cash altogether that you drew out to pay the for the business?

A. No.

Q. Well, how much did you draw from the banks?

A. I drew from the First National Bank \$2,600.

Q. How much from the Second National?

A. The First National I drew \$2,600; the Savings Banks, \$3,400, on November 4, 1914.

Q. You are doing extensive repairing to your property, are you not?

A. Yes.

20 Q. Who is the principal contractor?

A. Well, the carpenter's name is Schenkenberg.

Q. How much is his contract?

A. \$490.00.

Q. And is there any plumbing work being done?

A. Yes.

Q. Who is doing it?

A. James Lugis.

Q. What is the amount of that contract?

A. I don't know that yet; that hasn't come in.

30 Q. Does he do it by day's work?

A. Yes, sir.

Q. Well, you didn't have an estimate on that. What do you think it will be, fifty dollars?

A. More than that.

Q. Do you think it will be two hundred dollars?

A. I couldn't give any idea what that is going to be.

Q. Have you painters working there?

A. Very little painting.

40 Q. Who is doing the painting work?

Exhibit C 3.

A. I don't know his name; I can't think of his name; he is a Frenchman.

Q. Would you know if you heard it?

A. Conklin or something like it—it's not Conklin, but something like it.

Q. If you heard the name would you remember it, wouldn't you? 10

A. Yes.

Q. Will you ask your husband his name?

Mr. Fallon: (To Mr. Sheridan): Do you know his name?

Mr. Sheridan: I don't know; he is a German, anyway.

Q. Is there any other contracting work being done on that property, Mrs. Sheridan? 20

A. Yes.

Q. What is it?

A. I had some steam heating put in there.

Q. Who is doing that?

A. Neill & Gross.

Q. Where are they located?

A. Jersey City.

Q. And what is their contract for?

A. \$606.

Q. Have you paid for that? 30

A. Yes, that is paid.

Q. Did you draw that money out of the bank?

A. No.

Q. And have you paid for the carpenter work yet?

A. I paid that.

Q. How much did you pay?

A. I paid \$400.

Q. Did you draw that money out of the bank?

A. No. 40

Exhibit C 3.

Q. That is all.

Cross-Examined by Mr. Fallon:

10 Q. Mrs. Sheridan, the amount of money, eight hundred and some dollars, they mentioned that was in the Emigrant Industrial Savings Bank, did you loan that to your brother?

A. Yes, sir.

Q. Which brother?

A. Timothy J. Murphy.

Q. Is he the one that died?

A. Yes, sir.

Q. What is the other brother's name?

A. Charles.

Q. How much did Charles owe you altogether?

20 A. He owed me \$2,680 and \$1,100—about four or five thousand.

Q. Now, I see an entry of eleven hundred dollars under date of September 6, 1912, that were drawn from the Hoboken Savings Bank. Is that the eleven hundred dollars that you have referred to?

A. That is it.

30 Q. Are any of those moneys represented by the deposits in either one of these banks referred to the result of any moneys that you got from Mr. Sheridan, your husband, or the result of his savings?

A. No; because I never got from him any more than would keep the house. I don't know whether I often got that much.

Q. Now, then, endeavor from the things that you know; the \$8.00 a week that you got from your son-in-law and which had to be paid that made up the \$1,600; you mean that money?

40 A. That money.

Exhibit C 3.

Q. Now, then, isn't it a fact that sometime this year you borrowed on the deal of the house at 500 Ferry Street a thousand dollars offered you from the Ballantine Sons Brewing Company on the note?

A. No.

10

Q. From the Ballantine Company?

A. (No answer).

Q. You asked your husband to arrange the deal, didn't you?

A. Yes.

Q. And this thousand-dollar note that is referred to by the bookkeeper here to-day is the note?

A. Yes, sir.

Q. And that was your individual account?

20

A. Yes.

Q. No part of that went to your husband?

A. No.

Q. And you are indebted to the Brewing Company to that extent?

A. Yes.

Q. Now, your name is on the back of that note?

A. Yes.

Q. Was there any moneys which you paid on account of the house which you bought which came to you from the business or savings of your husband?

A. No.

Q. And those are the items of deposit which appear in the Savings Bank account for several years, shown by the bank account of each and every week, which is made in sums of one hundred dollars and in sums of money paid to you by your brother?

A. Yes; weekly payments.

40

*Exhibit C 3.**Redirect Examination by Mr. Conklin:*

Q. Mrs. Sheridan, why did you buy 500 Ferry Street if the business that your husband conducts in that place doesn't pay?

10

Mr. Fallon: I object to that. There is not a bit of proof that it has not paid; and this witness has not so said. And, furthermore, I object on the ground that the question is immaterial and irrelevant.

A. Well, it was a good proposition.

Q. It was a good proposition in what way?

A. For myself.

Q. What is the nature of that property? Isn't it a saloon store and two stories in height?

20

A. Yes.

Q. Now, do you rent the top floor?

A. No.

Q. You have both upper floors for your own self and the members of your family?

A. Yes.

Q. That is all.

Sworn and subscribed
to before me this 1st
day of July, 1905.

30

BRIDGET SHERIDAN.

W. H. BRADLEY,

Master in Chancery of New Jersey.

John J. Sheridan, recalled on behalf of the defendant, deposes as follows:

Direct Examination by Mr. Fallon:

Q. Mr. Sheridan, have you since you testified here last, looked at the quantity of stock of liquors in your store to determine whether or not as much
40 stock is there as that you testified to?

Exhibit C-3.

A. No; I made a mistake. There are plenty of barrels there, but some of them are empty.

Q. Have you made an estimate since you were here the last time of what is the value of that stock that you have?

A. Well, I could buy the whole shooting match for \$200. 10

Q. Have you any more than a hundred dollars worth of stock or property of any kind in the store at this time?

A. I don't think I have. There are two barrels of whiskey that are not tapped; but the rest of them is empty.

Q. Now, do you know the name of the whiskey company that you buy of? 20

A. Yes, sir.

Q. What is the name?

A. Uri Company.

Q. Now, Mr. Sheridan, do you recall the transaction your wife had at Judge Carey's office?

A. Yes; I was present. It was T. J. Murphy. It was around April 1st, 1904.

Q. That is your best recollection of it now?

A. Yes. It was around that time. You see the store originally belonged to my wife's brother. 30

Q. What is his name?

A. T. J. Murphy. He is deceased. He died in 1903.

Q. And do you know whether she loaned her brother any money?

A. She gave him her money, \$1,400. It was she who put up all the money. That was in 1900 something that she gave him about \$1,400. You know she's not able to explain. Then in 1904 T. J. Murphy got all in and gave my wife the notes of \$2,680. 40

Exhibit C-3.

Q. In whose office were those notes made out?

A. In Lawyer Carey's office.

Q. That is all you know about that transaction?

10 A. That is all I know about that. But there is an Emigrant Savings Bank book there from New York.

Q. What do you know about that?

A. Well, she got some help for T. J. Murphy.

Q. Do you mean that your wife loaned him money?

A. She loaned him all that money except that sum of \$300 (referring to an item of October 24, 1902, in the Emigrants Industrial Savings Bank).

20 Q. Do you have any moneys whatever invested in that house that your wife owns at 500 Ferry Street?

A. No, sir; I do not.

Q. Now, recently did you at your wife's request look to the Brewing Company for the thousand dollars they loaned to her?

A. Yes; I asked the Collector.

Q. And was that loan made to her?

A. She made the loan.

Q. You endorsed the note?

30 A. She endorsed it and I endorsed it.

Q. When it was endorsed did you sign it?

A. Yes.

Q. And she signed it?

A. Yes.

Q. Was there any part of that money given to you?

A. No; she put it in the National Bank or paid some bills.

40 Q. Now, there is some reference made to the \$500 license paid in the City of Hoboken and issued to John J. Sheridan: Did you pay that li-

Exhibit C-3.

cense fee?

A. No, not at all.

Q. There was said to have been cash paid: Was the cash paid to the City Clerk your money?

A. No, not at all.

10

Q. There was said to have been cash paid: Was the cash paid to the City Clerk your money?

A. The Ballantine Company paid it. I don't know what money they paid.

Q. And you signed a power of attorney to them, did you, as security on the license?

A. Yes; as security on the license.

Cross-Examination by Mr. Conklin:

Q. How is it that you were so well acquainted with your wife's financial transaction?

20

A. Well, I ought to; I saw the books.

Q. Your wife doesn't know anything about your business, though, does she?

A. No; I don't believe she does. That's right.

Q. If you don't contribute more than \$12.00 a week towards the support of the house how does your family maintain two floors upon the money received from you and the eight dollars per week?

Mr. Fallon: I object upon the ground that there is no proof here that he pays his family only \$12.00 a week. And, also, there is no proof here to show at whose expense the upper part of the house was maintained.

30

Q. How much do you give your wife a week; how much do you give your wife for the support of the home?

A. Well, really I couldn't tell you.

Q. How much did you give her this past week?

A. I couldn't say; I don't know.

Q. Did she get anything?

40

Exhibit C-3.

A. Yes; I put it in a box. If you go there and look at the box now you will find some money there.

10 Q. You heard your son-in-law, Mr. O'Neill, testify that you kept the records of the business?

Mr. Fallon: I object to that. He did not so testify. The question is, that you heard your son-in-law testify that you kept the records of the business.

Q. I will frame that this way: That you kept the records of the sales?

A. Of the sales? What do you mean by the records of the sales?

Q. Do you keep a record of the sales?

20 A. We ring up probably what comes in if the door of the register is open when we are there, and if it's not, we don't.

Q The register is in working order, isn't it?

A. Yes.

Q. Has it any paper tape in it?

A. No.

Q Haven't you got a book in your saloon or in your possession where the driver of the brewery makes entries when he delivers beer, and the Collector's receipts when he collects money?

30

A. Yes; I believe there is.

Q. Didn't you state at the last examination there was no such thing?

Mr. Fallon: He couldn't testify to that.

I guess you mean a statement of goods.

Q. How much do you pay the Italian a week?

A. Seven dollars.

Q. What is his name?

A. George. Now, you go and get his other
40 name and I will give you a cigar.

Exhibit C-3.

Q. That is all.

Sworn and subscribed
to this 1st day of July,
1915

JOHN J. SHERIDAN. 10

W. H. BRADLEY,
Master in Chancery of New Jersey.

Adjourned until Thursday, July 8, 1915, at the
same place, at 3:00 p. m.

Under the date of July 8th, 1915, the attorney
for the plaintiff declared the taking of testimony
closed. 20

Also it is agreed by and between Counsel hereto
that the signatures of all the witnesses examined
in these proceedings be waived with the exception
of John J. Sheridan and Bridget Sheridan, which
stipulation is hereto annexed.

W. H. BRADLEY,
Master in Chancery.

First District Court of Jersey City.

10	BETWEEN DAVID MAYER BREWING COMPANY, a Corporation, and JOHN J. SHERIDAN,	} Plaintiff, } Defendant	<i>On Contract. On Petition and Order For Discovery Stipulation</i>
----	---	---------------------------------------	---

It is hereby stipulated and agreed by the attorneys of the respective parties hereto, that the hearing on the order for discovery returnable June 8, 1915, at ten o'clock in the forenoon before William H. Bradley, Esquire, a Master in Chancery, at his office in the Savings Bank Building in Hoboken, New Jersey, he adjourned from said eighth day of June, A. D., 1915, at 10 o'clock in the forenoon to Friday, the eleventh day of June, A. D., 1915, at the same time and place. Without prejudice to the rights of the said John J. Sheridan to make such objection to said order as he may be advised.

30

JOHN FALLON.
 Attorney of Defendant.
 JOHN J. SHERIDAN,

HARLAN BESSON,
 Attorney of Plaintiff.

40

First District Court of Jersey City.

DAVID MAYER BREWING COM-
PANY, A CORPORATION,

Defendant

and

JOHN J. SHERIDAN,

Plaintiff,

On Petition 10
for Discovery,
etc.
Stipulation.

It is hereby stipulated and agreed by the attorneys of the respective parties hereto, that the examination of witnesses on the order for discovery, 20 that was adjourned from the eleventh day of June, 1915, at 10 o'clock in the forenoon until the seventeenth day of June at the same time and place, be further adjourned to Thursday, the first day of July, Nineteen hundred and fifteen, at the hour of three o'clock in the afternoon, at the same place.

HARLAN BESSON,
Attorney of Plaintiff.

JOHN FALLON.
Attorney of Defendant. 30

First District Court of Jersey City.

10	DAVID MAYOR BREWING COMPANY, a Corporation.	<i>Plaintiff,</i>
	versus	
	JOHN J. SHERIDAN,	<i>Defendant</i>

20 It is hereby stipulated and agreed by the attorneys of the respective parties hereto that the signatures of all witnesses examined in the proceedings for discovery, held before William H. Bradley, Esq., in the above entitled matter be waived with the exception of the signatures of John J. Sheridan and Bridget Sheridan.

JOHN FALLON.
Attorney for John J. Sheridan, Defendant.

HARLAN BESSON,
Attorney for David Mayor Brewing Company,
Plaintiff.

Exhibit C-3.

JOHN SHERIDAN

In Account With

THE TRUST COMPANY OF NEW JERSEY 10

DR.

CR.

1908.		1908.	
July 1	\$131.30	July 6	\$180.00
July 6	104.05	July 7	44.00
July 10	10.00	July 8	45.00
July 11	68.00	July 11	150.00
July 13	104.50	July 13	152.00
July 14	198.85	July 15	112.00
July 15	16.30	July 16	83.00
July 17	285.95	July 20	115.00
July 22	25.00	July 23	85.00 20
July 23	100.00	July 27	115.00
July 25	14.30		
July 27	112.80		
July 28	60.00		

Exhibit C-3.

STATEMENT OF ACCOUNT.

Office of

PUBLIC SERVICE GAS COMPANY

10 J. SHERIDAN, 500 Ferry St.

July 1, 1915.

			Date Paid.
	1913.		
	April, Gas,	\$13.60	5-15
	May, "	10.35	6-16
	June, "	8.37	7-14
	July, "	4.59	8-15
	Aug. "	4.59	9-16
	Sept. "	6.39	10-15
	Oct. "	11.97	11-17
	Nov. "	13.68	12-16
20	Dec. "	13.50	1-16
	1914.		
	Jan. "	15.75	2-13
	Feb. "	14.31	3-16
	Mar. "	11.97	4-7
	April "	12.51	5-7
	May "	10.89	6-9
	June "	8.55	7-8
	July "	3.87	8-7
	Aug. "	4.86	9-9
	Sept "	4.14	10-9
30	Oct. "	5.22	11-11
	Nov "	9.90	12-7
	Dec. "	13.14	1-9
	1915.		
	Jan. "	13.95	2-8
	Feb. "	8.46	3-8
	Mar. "	4.05	4-9
	April "	3.33	5-10
	May "	2.52	6-8
	June "	2.34	

Exhibit C-3.

STATEMENT OF ACCOUNT.

Office of

PUBLIC SERVICE ELECTRIC COMPANY

J. SHERIDAN, 500 Ferry St.

July 1, 1915. 10

				Date Paid.
1913.				
April, Electric Light.....	\$2.90			5-15
May, " "	2.50			6-16
June, " "	5.00			7-14
July " "	9.50			8-15
Aug. " "	10.80			9-16
Sept. " "	10.20			10-15
Oct. " "	5.90			11-17
Nov. " "	6.30			12-16
Dec. " "	6.00			1-16 20
1914.				
Jan. " "	7.00			2-13
Feb. " "	6.40			3-16
Mar. " "	4.70			4-7
April " "	4.90			5-7
May " "	5.30			6-9
June " "	6.40			7-8
July " "	12.00			8-7
Aug. " "	13.20			9-9
Sept. " "	13.70			10-9
Oct. " "	15.00			11-11
Nov. " "	9.20			12-7 30
Dec. " "	7.70			1-9
1915.				
Jan " "	7.60			2-8
Feb. " "	10.90			3-8
Mar. " "	11.70			4-9
April " "	11.80			5-10
May " "	9.30			6-8
June " "	10.70			

Exhibit C-3.

BRIDGET SHERIDAN
in account with
HOBOKEN BANK FOR SAVINGS
Account No 120,003.

DR.		CR.	
10	1912.	1911.	
	Sept. 6 Draft . \$1,100.00	Oct. 2 Deposit ..	\$100.00
		Oct. 13 " ..	200.00
		Oct. 16 " ..	100.00
		1912.	
		Jan. 1, Interest.	3.00
		Jan. 4 Deposit .	200.00
		Jan. 10 " ..	100.00
		Jan. 15 " ..	100.00
		Jan. 22 " ..	100.00
		Feb. 7 " ..	100.00
20		Feb. 16 " ..	100.00
		Feb. 28 " ..	100.00
		Mar. 21 " ..	200.00
		Apr. 3 " ..	100.00
		Apr. 25 " ..	300.00
		July 1 Interest.	22.06
		July 5 Deposit .	100.00
		Sept. 19 " ..	200.00
		Sept. 23 " ..	100.00
		Oct. 4 " ..	100.00
		Oct. 11 " ..	100.00
		Oct. 18 " ..	100.00
30		Oct. 25 " ..	100.00
		Nov. 15 " ..	100.00
		1913.	
		Jan. 1, Interest.	21.50
		Jan. 13 Deposit ..	360.00
		Jan. 20 " ..	100.00
		Feb. 20 " ..	200.00
		Mar. 3 " ..	100.00
		Mar. 26 " ..	100.00
		July 1, Interest.	45.12
		Aug. 25 Deposit .	100.00
		Sept. 24 " ..	250.00
40		Oct. 10 " ..	100.00
		Oct. 28 " ..	100.00

Exhibit C 3.

1914.		1914.	
Nov. 5, draft..	3400.00	Jan. 1, Interest.	55.52
		Jan. 23 Deposit .	100.00
		Mar. 9 " ..	100.00
		1914.	
		July 1, Interest.	65.14 10
		Nov. 5 Deposit.	50.00
		1915.	
Balance	73.78	Jan. 1, Interest.	1.44
	<u>\$4,573.78</u>		<u>\$4573.78</u>
		1915.	
		Jan. 1, Balance	\$73.78

Exhibit C 3.

BRIDGET SHERIDAN

in account with

FIRST NATIONAL BANK OF HOBOKEN

	Date.	Withdrawn.	Deposited.	Balance.
10	1911			
	Jan 13		\$200.00	\$200.00
	Apr. 6		200.00	400.00
	Apr 28		200.00	600.00
	June 16		100.00	700.00
	Int. to July 1.		6.00	706.00
	Aug 2		200.00	906.00
	Aug 9		100.00	1006.00
	1912.			
	Int. to Jan. 1.		17.12	1023.12
	Int. to July 1.		20.46	1043.58
20	1913.			
	Int to Jan. 1.		20.86	1064.44
	Jan. 20		136.00	1200.44
	Feb 28		100.00	1300.44
	Mch. 19		250.00	1550.44
	Mch 31		50.00	1600.44
	Int. to July 1.		26.64	1627.08
	Aug. 25		100 00	1,727.08
	Oct 21		200.00	1927.08
	Nov. 10		150.00	2077.08
	1914.			
30	Int. to Jan. 1.		33.54	2110.62
	Jan. 5		100 00	2210.62
	Feb. 18		100 00	2310.62
	Mch. 30		200.00	2510.62
	Int. to July 1.		47.20	2557.82
	Sept. 10		100.00	2657.82
	Sept. 24	\$500.00		2157.82
	Nov. 5	2100.00		57.82
	1915.			
	Int. to Jan. 1.		1.14	58.96
	May 20		1000.00	1058.96
40	May 28	1000.00		58.96

Exhibit C-4.

EXHIBIT C-4

Bank Book, No. 451,480

EMIGRANT INDUSTRIAL SAVINGS BANK

in account with

10

BRIDGET SHERIDAN

Dr.		CR.	
1902.		1902.	
Sept. 15	\$700.00	Oct. 24	\$300.00
1904.		March 30	400.00
Feb. 29	80.00	April 20	100.00
March 21	50.00	June 29	50.00
Int. Jan., 1904..	14.74		
Int. Jan., 1906..	3.88		

20

Exhibit C-5.

Bank Book No. 1,535
 THE FIRST NATIONAL BANK OF HOBOKEN
 in account with
 BRIDGET SHERIDAN

	Dr.		Cr.
10	1911.		
	Jan. 13	\$200.00	
	April 6	200.00	
	April 28	200.00	
	June 16	100.00	
	Int. to July 1,		
	1911	6.00	
	Aug. 2	200.00	
	Aug. 9	100.00	
	Int. to Jan. 1,		
	1912	17.12	
20	Int. to July 1,		
	1912	20.46	
	Int. to Jan. 1,		
	1913	20.86	
	Jan. 20	136.00	
	Feb. 28	100.00	
	Mch. 19	250.00	
	Mch. 31	50.00	
	Aug. 25	100.00	
	Int. to July 1,		
	1913	26.64	
	Oct. 21	200.00	
30	Nov. 10	150.00	
	1914.		
	Jan. 5	100.00	
	Int. to Jan. 1,		
	1914	33.54	
	Feb. 18	100.00	
	Mch. 30	200.00	
	Sept. 10	100.00	
	Int. to July 1,		
	1914	47.20	
	May 20	1000.00	
	Int. to Jan. 1,		
40	1915	1,14	
			Sept. 24\$500.00
			Nov. 52100.00
			May 281000.00

Exhibit C-6.

Bank Book No. 120,003

HOBOKEN BANK FOR SAVINGS

in account with

BRIDGET SHERIDAN

10

Dr.		Cr.
1911.		
Oct. 2	\$100.00	
Oct. 13	200.00	
Oct. 16	100.00	
1912.		
Jan. 4	200.00	
Jan. 10	100.00	
Jan. 15	100.00	
Jan. 22	100.00	
Interest to date.	3.00	
Feb. 16	100.00	20
Feb. 28	100.00	
Mar. 21	200.00	
April 3	100.00	
April 25	300.00	
July 5	100.00	
1912. July 1,		
Interest to date	22.06	1912.
Sept. 19	200.00	Sept. 6\$1,100.00
Sept. 23	100.00	
Oct. 4	100.00	
Oct. 11	100.00	30
Oct. 18	100.00	
Oct. 25	100.00	
Nov. 15	100.00	
1913.		
Jan. 13	360.00	
Jan. 20	100.00	
1913. Jan. 1,		
Interest to date	21.50	
Feb. 20	200.00	
Mch. 3	100.00	
Mch. 26	100.00	
Aug. 25	100.00	40

Exhibit C-6.

1913. July 1,		
Interest to date		45.12
Sept. 24		250.00
Oct. 10		100.00
Oct. 28		100.00
10	1914.	
Jan. 23		100.00
1914. Jan. 1,		
Interest to date		55.52
Mch. 9		100.00
Nov. 5		50.00
	1914.	
	Nov. 5	\$3,400.00
1914. July 1,		
Interest to date		65.14

Vice Chancellor's Opinion.

In Chancery of New Jersey

BETWEEN

THE DAVID MAYER BREWING CO.,
a Corporation, .. *Complainant*

and

JOHN J. SHERIDAN AND
BRIDGET SHERIDAN, HIS WIFE,
Defendants

10

*On Bill, Etc.**Memorandum*

Mr. Harlan Besson and Mr. John I. Weller, for
the complainant.

Mr. John J. Fallon for the defendants.

20

LEWIS, V. C.:

The bill in this case is filed to subject the lands purchased by Bridget Sheridan to a judgment obtained against John J. Sheridan by the complainant, the David Mayer Brewing Company, it being, of course, alleged that the money used to purchase the property was that of John J. Sheridan, her husband. The defendant says that the money was her savings during her married life, which she accumulated from keeping boarders and running a small candy store. As it appears, therefore, the case is largely a factual one. The questions of law involved are few. The bill of complaint is in the usual form, and contains no allegations, which would suggest a departure from the general rule, that in a contest between the creditors of the husband and his wife, if the wife claims ownership during coverture, the burden of proof is on the wife to show that the purchase was for a valuable consideration paid by her out of her separate estate .)

30

Vice-Chancellor's Opinion.

by some person other than her husband. (20 Cyc. 754). The statute says, that every conveyance which shall be contrived in fraud, covin or collusion with intent to hinder, delay or defraud creditors, shall be void as to such persons as are thereby defrauded. Having in view these the legal aspects of the case, I have examined the testimony of the parties and am unable to find the source of Mrs. Sheridan's wealth through which she acquired valuable real estate holdings. Her husband, on the other hand, for years had a profitable saloon business and good credit with the brewing companies through which he did business, as is evidenced by the advances made and the records of the companies. The record in this case and the testimony do not disclose that the defendant, Bridget Sheridan, is able to account for any money, save the sum of \$830.00, and this was placed in the Emigrant's Industrial Savings Bank of New York, \$700.00 on September 13, 1902, \$80.00 on February 29, 1904, and \$80.00 on March 21, 1904, and this is not shown with any degree of certainty to have been her own, as it is to be remembered that her husband had been in the saloon business for some time before these deposits were made. By June 29, 1904, these sums on deposit in the Emigrant's Industrial Savings Bank of New York were all withdrawn. On October 24, 1904, the husband opened an account in the Trust Company of New Jersey, which account was closed on July 27, 1908, and his wife opened another account on October 2, 1911, in the Hoboken Bank for Savings, and on January 13, 1911, in the First National Bank of Hoboken. It appears from the deposits made in Mrs. Sheridan's account in these banks that they were approximate in amounts to those made by her husband in the Trust Company of New Jersey, from which he made the last

Vice-Chancellor's Opinion.

withdrawal on July 27, 1908. As it appears, Mrs. Sheridan had no bank account from 1904 to 1911, and Mr. Sheridan no bank account since July, 1908.

The suit was started by the David Mayer Brewing Company in October, 1908, and judgment was entered on November 10th of the same year. 10

Mrs. Sheridan had no boarders from 1904, except a son-in-law and his family, and she says she boarded them for \$8.00 a week. She further testified that she gave up the candy store in 1904. How can we, therefore, on her own statement, account for the \$8,500.00 which she invested in real estate—\$6,000 in the Ferry Street property, \$1,500.00 in the Keansburg property and \$1,000.00 repairs on the Ferry Street property? Where could she have received the money, save from her husband? The price for the Ferry Street property in 1914 was \$11,000.00. In this property her husband had for years operated his saloon. Cash in the sum of \$6,000.00 was paid down for this. The testimony of the agents of the brewing companies with which Sheridan did business shows that he dealt on an extensive scale. 20

Aside from the receipts from boarders and the candy store which I have heretofore referred to, Mrs. Sheridan tells of two other financial transactions which had bearing on the case, a loan of \$1,000.00 made by the Ballantine Brewing Company on the note of John J. Sheridan, which bore the endorsement of his wife, and one with her brother, Charles Murphy. The Ballantine transaction, she says, was negotiated by her husband for her benefit, but the evidence satisfies me beyond peradventure that the loan was his own. The check was made payable by Ballantine & Sons to John J. Sheridan, and it was shown that Ballantine & Sons 30 40

Vice-Chancellor's Opinion.

had been doing business for several years with Sheridan, supplying him with beer and ale in large quantities.

10 The evidence regarding the transaction with Charles Murphy, her brother, is too contradictory to be convincing. Murphy says he turned back the store to the Sheridans without receiving a nickel. Why should Murphy have paid the notes in the amount of \$2,688.00, as claimed by Mrs. Sheridan, when he turned back the saloon to her for nothing? Yet, this is his testimony. She says that this trans-
20 action with her brother, at which time he gave the note, took place in the office of Robert Carey, and that there was some clerk present at the time, but no one is produced to corroborate in any way the happenings. The depositions taken on the discovery proceedings were offered in evidence and now are part of the case before me. They only tend further to contradict the testimony of the defendant, Mrs. Sheridan, relative to the transactions she had with her brother in reference to the Grove Street saloon. They are also at variance with the story told by John J. Sheridan about this affair.

30 It is my conclusion that Mrs. Sheridan does not show where she procured the \$8,500.00, the equity in the Ferry street property and the Keansburg property, the latter being occupied by her husband and herself as a summer home, and I am convinced that the money invested in these two properties came from the saloon business conducted by her husband.

I think that the lands, therefore, now of record in the name of Bridget Sheridan, are subject to the lien of the David Mayer Brewing Company.

Final Decree.

In Chancery Court of New Jersey.

Between : DAVID MAYER BREWING COMPANY <i>Complainant,</i> and JOHN J. SHERIDAN AND BRIDGET SHERIDAN, HIS WIFE <i>Defendants</i>	}	<i>On Bill, etc</i> 10 <i>Final Decree.</i>
--	---	---

This cause coming on to be heard in the presence of Harlan Besson and John I. Weller, of counsel, with the complainant, and John J. Fallen, of counsel, with the defendants, and the pleadings having been read and proofs taken and submitted to the Court and the arguments of the respective counsel having been heard and considered, and the Court having duly considered the said pleadings, proofs and arguments and it appearing to the Court that the complainant is entitled to the relief sought and prayed for by it in its bill of complaint; 20

IT IS, THEREFORE, on this 17th day of March, 1919, by *Edwin Robert Walker*, Chancellor of the State of New Jersey, *ordered, adjudged and decreed* that the defendant, Bridget Sheridan, pay to the complainant herein or to its solicitor, within sixty days after service of a copy of this decree upon you, the sum of Five Hundred and Thirteen Dollars and Seventeen Cents (\$513.17), with interest thereon from the 10th day of November, 1908, and the sum of One Dollar and Thirty-Five Cents (\$1.35), with interest thereon from the 22d day of January, 1909, and the sum of Seventy-Five Cents (\$.75), with interest 40

Final Decree.

thereon from the 17th day of July, 1915, and the sum of Four Dollars and Eighty-Eight Cents (\$4.88), with interest thereon from the 21st day of July, 1915, and the sum of Twenty-Five Dollars, being the costs of the supplementary proceedings in the First District Court of Jersey City, with interest thereon from the first day of September, 1915, besides a counsel fee of One Hundred and Fifty Dollars, and all the costs of said complainant in this suit, to be taxed; said counsel fee to be taxed in said costs, and

IT IS FURTHER ORDERED, ADJUDGED and DECREED, that if such payment is not made by said Bridget Sheridan to the complainant herein or his solicitor within said sixty days, then upon proof of such non-payment being made to the Clerk of this Court a writ of *fieri facias* shall immediately issue out of this Court directed to the Sheriff of the County of Hudson, commanding him to make sale according to law, of the premises described in the bill of complaint herein and that out of the money from such sale, he pay to the complainant or its solicitor, said several sums of Five Hundred and Thirteen Dollars and Seventeen Cents (\$513.17), with interest thereon from the 10th day of November, 1908, and the sum of One Dollar and Thirty-Five (\$1.35) Cents, with interest thereon from the 22d day of January, 1909, and the sum of Seventy-five Cents (\$.75), with interest thereon from the 17th day of July, 1915, and the sum of Four Dollars and Eighty-eight Cents (\$4.88), with interest thereon, from the 21st day of July, 1915, and for the sum of Twenty-Five Dollars, being the costs of the supplementary proceedings in the First District Court of Jersey City, with interest thereon from

Final Decree.

the first day of September, 1915, besides a counsel fee of One Hundred and Fifty Dollars and all the costs of said complainant in this suit to be taxed; said counsel fee to be taxed in said costs, as above set forth; and in case more money should be raised 10
by the said sale than shall be sufficient to answer such payments, that such surplus be brought into this Court to abide the further order of this Court unless otherwise previously disposed of by the order of this Court, and that the said Sheriff make return without delay of his proceedings by virtue of the said writ.

Respectfully Advised,

VIVIAN M. LEWIS,

Vice-Chancellor. 20

E. R. WALKER, Clerk.

Notice of Appeal.

In Chancery Court of New Jersey.

10	Between DAVID MAYER BREWING COMPANY <i>Complainant</i> and JOHN J. SHERIDAN AND BRIDGET SHERIDAN, HIS WIFE <i>Defendants</i>	<i>On Bill, Etc. Notice of Appeal.</i>
----	---	--

The defendants hereby appeal from the final decree made in this court in the above cause on the 17th day of March, 1919, and from the whole and every part thereof to the Court of Errors and Appeals in the last resort in all causes.

Dated May 1, 1919.

JOHN J. FALLON,
Solicitor for and of Counsel with Defendants.

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

JOHN J. FALLON,
Of Counsel with Defendants.

Petition of Appeal.

New Jersey Court of Errors and Appeals.

BETWEEN :

DAVID MAYER BREWING COM-
PANY, A CORPORATION,

Complainant-Appellee,
and

JOHN SHERIDAN AND
BRIDGET SHERIDAN, HIS WIFE,
Defendants-Appellants.

10

*On Bill, Etc.
Petition of
Appeal.*

TO THE HONORABLE, THE COURT OF ER-
RORS AND APPEALS, IN THE LAST RE- 20
SORT IN ALL CAUSES :

The petition of John J. Sheridan and Brid get
Sheridan, his wife, the appellants in the above
stated cause, respectively show, that your petition-
ers find themselves aggrieved by a final decree,
made in the Court of Chancery, by His Honor,
Edwin Robert Walker, Chancellor of the State of
New Jersey, bearing date the 17th day of March,
1919, wherein the said David Mayer Brewing Com-
pany was complainant and the said John J. Sheri- 30
dan and Bridget Sheridan, were defendants, in this
respect, to wit: That the said decree adjudges that
the defendant, Bridget Sheridan, pay to the com-
plainant, or to its solicitor, within sixty days after
service of a copy of said decree upon her, the sev-
eral sums of money therein mentioned, and in de-
fault of the payment thereof within said sixty days,
a writ of *fieri facias* shall issue out of this court
directed to the Sheriff of the County of Hudson,
commanding him to make sale according to law of 40

Notice of Appeal.

10 the premises described in complainant's bill of complaint to satisfy the several sums of money mentioned in said decree, and that if more money should be raised by said sale than shall be sufficient to answer said payments, that such surplus be brought into this court to abide the further order of the court, unless otherwise previously disposed of by the order of this court, and that the said Sheriff make return without delay of his proceedings by virtue of said writ.

20 And your petitioners humbly appeal from that part of the decree which decrees payment to be made by said Bridget Sheridan to the complainant, or its solicitor, of the several sums of money mentioned in said decree, upon the ground that the same is inequitable and erroneous, for that it should have been decreed that the complainant's bill of complaint be dismissed with costs to be awarded to the defendants.

30 Your petitioners, therefore, pray that the said decree of said Chancellor may be, in the particulars aforesaid, reversed, set aside and for nothing holden. And that your petitioners may have such further relief in the premises as to this honorable court shall seem meet.

JOHN J. FALLON,

Solicitor for and of Counsel with Appellants.

Answer to Petition of Appeal.

New Jersey Court of Errors and Appeals

BETWEEN :

DAVID MAYER BREWING COM-
PANY, A CORPORATION,

Complainant-Respondent,

and

JOHN J. SHERIDAN, *et ux.*,

Defendants-Appellants

On Bill, Etc.

*Answer to
Petition on
Appeal*

10

The answer of the above named respondent to the petition of appeal of the above named appellants.

This respondent, not acknowledging all or any of the matters which in the said petition of appeal 20 are contained to be true, for answer thereto, nevertheless, says and admits that a decree was on the Seventeenth day of March, last past, made and entered in the Court of Chancery in the cause for that purpose mentioned in the said petition, as is therein stated; but as to the substance and form thereof, this respondent prays to refer thereto when the same shall be produced. And this respondent is advised and believes, that the said decree is agree- 30 able to equity, and he prays that the same may be affirmed, with costs to be adjudged to this respondent.

HARLAN BESSON,

Solicitor for and of Counsel with Complainant-Respondent.

Notice of Argument.

New Jersey Court of Errors and Appeals

10	BETWEEN DAVID MAYER BREWING COMPANY, a Corporation, <i>Complainant-Respondent,</i> and JOHN J. SHERIDAN AND BRIDGET SHERIDAN, <i>Defendants-Appellants.</i>	<i>On Appeal from Chancery Notice of Argument.</i>
----	--	--

Sir :

20 Take notice that the argument of the appeal of the defendants in the above cause will be brought on at the next term of the Court of Errors and Appeals to be held at the State House, at Trenton, on the third Tuesday of June, next, at 11 o'clock, in the forenoon, or as soon thereafter as counsel can be heard.

JOHN J. FALLON,
Solicitor of Appellants

30 To Harlan Besson, Esq.,
Solicitor of Respondent.



NEW JERSEY COURT OF ERRORS AND APPEALS.

Between	
DAVID MAYER BREWING COMPANY, a corporation, Complainant-Respondent,	}
AND	
JOHN J. SHERIDAN and BRIDGET SHERIDAN, Defendants-Appellants.	}

10

20

ON APPEAL FROM COURT OF CHANCERY. BRIEF FOR RESPONDENT.

Statement.

This is an appeal from a decree of the Court of Chancery advised by Vice Chancellor Lewis on March 17, 1919, (C. B., 223) in a suit to subject lands, purchased by Bridge Sheridan, to a judgment obtained against John J. Sheridan, her husband, by the complainant, David Mayer Brewing Company. Vice Chancellor Lewis succinctly states the facts in his opinion filed in this cause (C. B., 219, &c.). The judgment in question was entered on November 10, 1908, Exhibit C 1 (C. B., 144a). In 1904, the defendant, John J. Sheridan, who was then married to Bridget Sheridan, opened a saloon

30

40

at the corner of 500 Ferry Street, Hoboken, N. J. (C. B., 21.) Mr. and Mrs. Sheridan lived in an apartment over the saloon. The family consisted of Mr. and Mrs. Sheridan, their young daughter and two brothers of Mrs. Sheridan (C. B. 21). From 1905 on Mrs. Sheridan kept no boarders and Mrs. Sheridan, according to the testimony of her husband did no work other than keeping house toward accumulating money. (C. B. 23.) Mr. Sheridan further testified that during the time he was running this saloon, that he kept no books or accounts of any sort and had no knowledge of how much money he made each week. (C. B., 23 and 24.) Nevertheless, his beer bill amounted to over \$400 a month (C. B., 24). An examination of the books of the Ballantine Brewing Company which supplied Sheridan with beer during the period after which the judgment mentioned above was recovered against him showed that Sheridan was doing a very lucrative business (C. B., 171 to 177 inclusive). About the time that Sheridan was keeping no books and doing a large business with nothing of record to show any profit, his wife began to make extensive deposits in the Hoboken Savings Bank. See Exhibit C 3 (C. B., 212) which shows that she deposited between October 12, 1911, and January 1, 1915, the sum of \$4,573.78 and that these deposits were made as a general thing weekly and in amounts varying from \$100 to \$300, this despite the fact that she had no income of her own except from keeping house and the two boarders mentioned above. On January 13, 1911, Mrs. Sheridan also opened an account in the First National Bank of Hoboken and deposited in this bank sums varying from \$50 to \$200 including a deposit of \$1,000 on May 20, 1914, in all very nearly \$4,000. She also opened

an account on October 2, 1911, in the Hoboken Bank for Savings, Exhibit C 6 (C. B., 217) which shows that she accumulated there over \$3,400. Mrs. Sheridan on September 15, 1902, had a small account in the Emigrant Industrial Savings Bank, New York City. See Exhibit C 4 (C. B., 215). Her total deposits in the account were less than \$900. It appears that this was the only account that Mrs. Sheridan had prior to the time that she opened her account in the First National Bank of Hoboken on January 13, 1911. (C. B., 34, line 18.) On February 10, 1915, Mrs. Sheridan bought the premises at 500 Ferry Street, for the sum of \$11,000 (C. B., 18) of which \$6,000 cash was paid on account and the property taken subject to a mortgage for the balance. 10

On September 9, 1912, it also appears that Mrs. Sheridan bought a house in Keansburg for which she paid \$1,500 cash (C. B., 37, line 20). This money she claims to have earned and saved herself, keeping it in the house, a singular fact when it is considered that she was doing an extensive banking business about this time (C. B., 37). 20

The testimony taken in the entire case is quite extensive, but it all goes to show that Mrs. Bridget Sheridan while keeping house for her husband began making substantial bank deposits in her own name, while her husband, who was conducting an apparently lucrative saloon business, ^{was} keeping no books of account and was according to his reports getting no profits. The money which was banked by Mrs. Sheridan was subsequently applied to the purchase of two pieces of real estate, one which cost \$1,500 was situated at Keansburg, N. J., and the other cost ^{ing} \$11,000 was situated at 500 Ferry Street, Hoboken, N. J. 30 40

There is no reasonable explanation other than that the money banked by Mrs. Sheridan ^{which} was subsequently used by her to buy these houses was the profit resulting from her husband's business.

10 An examination of the bank accounts (C. B., 212-213-216-217) shows that the deposits were made generally at weekly intervals and amounted from \$100 to \$200 a week.

After the judgment was recovered, Sheridan refused to pay it and the execution issued was returned unsatisfied. There was apparently a deliberate design on the part of Sheridan and his wife to avoid paying this judgment.

Vice Chancellor Lewis gave the facts in the case very careful consideration and said inter alia:

20 "Having in view these legal aspects of the case, I have examined the testimony of the parties and am unable to find the source of Mrs. Sheridan's wealth through which she acquired valuable real estate holdings. Her husband, on the other hand, for years had a profitable saloon business and good credit with the brewing companies through which he did business, as is evidenced by the advances made and the records of the companies."

30

POINT I.

The burden of proof was on Mrs. Sheridan to show that the purchases of the Hoboken and Keansburg properties was in each case for a valuable consideration paid by her out of her separate estate by some person other than her husband.

40

See 20 Cyc 754.

In cases of conveyances to wife of a debtor, by the weight of authority, it will be presumed that the consideration was paid by the husband, and the burden is on the wife to show affirmatively that it was paid from her separate estate.

20 Cyc at 396.

See 24 Cent. Dig. tit Fraud, Con., Sec. 814.

10

If a debtor expends money on wife's real property without consideration or with intent to defraud creditors, the creditors can reach it.

20 Cyc 396, bottom page.

24 Cent. Dig., Sec. 580.

Except where the burden is on the plaintiff because of particular allegations in the complaint, the general rule is that in a contest between the creditors of the husband, and his wife, if the wife claims ownership of the property by a purchase during coverture, the burden of proof is on the wife to show that the purchase was for a valuable consideration paid by her out of her separate estate or by some person other than her husband.

20

20 Cyc 754.

Ruppert v. Hurley (Ch. 1900) 47 Atl., 280. 30

Post v. Stiger, 29 N. J. Eq., 554.

Cramer v. Reford, 17 N. J. Eq., 367.

Also (strong case) *Yates v. Law*, 86

Va. 117, 120. 9 S. E., 580.

Stevens v. Carson, 30 Nebr., 544.

Purchases of either real or personal property made by the wife of an insolvent debtor during coverture are justly regarded with suspicion, un- 40

less it clearly appears that the consideration was paid out of her separate estate. The community of interest between husband and wife requires that purchases of this character which are so often made a cover for a debtor's assets, and so frequently resorted to for the purpose of withdrawing his property from the reach of his creditors and preserving it for his own use, should be closely scrutinized, and in a contest between the creditors of the husband and those of his wife, there is, and should be, a presumption against her which she must overcome by affirmative proof. This was the rule of the common law, and it continues, though statutes have modified the doctrine which gave the husband title to the wife's personalty.

20 *Wait on Fraudulent Conveyances and Creditors' Bills*, Second Edition 538-539.

POINT II.

Mrs. Sheridan entirely failed to show that the money used to buy her real estate originated from any source other than her husband's business. As has already been stated, the onus was on her to do this to the satisfaction of the Court. Of course, both she and her husband denied that the money came from the husband's business. Vice Chancellor Lewis in his review of the testimony set forth in the opinion filed says (citations from printed case by counsel):

40 "The record in this case and the testimony do not disclose that the defendant, Bridget Sheridan, is able to account for any money, save the sum of \$830.00, and this was placed in the Emigrant's Industrial Savings Bank of New York, \$700.00 on Sep-

tember 13, 1902, \$80.00 on February 29, 1904, and \$80.00 on March 21, 1904, and this is not shown with any degree of certainty to have been her own, as it is to be remembered that her husband had been in the saloon business for some time before these deposits were made. (C. B., 33-35.) By June 29, 1904, these sums on deposit in the Emigrant's Industrial Savings Bank of New York, were all withdrawn. (C. B., 35.) On October 24, 1904, the husband opened an account in the Trust Company of New Jersey, which account was closed on July 27, 1908, and his wife opened another account on October 2, 1911, in the Hoboken Bank for Savings, and on January 13, 1911, in the First National Bank of Hoboken. (C. B., 209-217, incl.) It appears from the deposits made in Mrs. Sheridan's account in these banks that they were approximate in amounts to those made by her husband in the Trust Company of New Jersey, from which he made the last withdrawal on July, 27, 1908. (C. B., 209.) As it appears, Mrs. Sheridan had no bank account from 1904 to 1911, and Mrs. Sheridan no bank account since July, 1908. (C. B., 34.)

The suit was started by the David Mayer Brewing Company in October, 1908, and judgment was entered on November 10th of the same year.

Mrs. Sheridan had no boarders from 1904, except a son-in-law and his family, and she says she boarded them for \$8.00 a week. (C. B., 31.) She further testified that she gave up the candy store in 1904. (C. B., 29.) How can we, therefore, on her own statement, account for the \$8,500.00 which she invested in real estate, \$6,000 in the Ferry Street property, \$1,500.00 in the Keansburg property and \$1,000.00 repairs on the Ferry Street property? Where could she have received the money, save from her husband? The price for the Ferry Street property in

1914 was \$11,000.00. In this property her husband had for years operated his saloon. Cash in the sum of \$6,000.00 was paid down for this. The testimony of the agents of the brewing companies with which Sheridan did business shows that he dealt on an extensive scale. (C. B., 173, &c.)

10 Aside from the receipts from boarders and the candy store which I have heretofore referred to, Mrs. Sheridan tells of two other financial transactions which had bearing on the case, a loan of \$1,000.00 made by the Ballantine Brewing Company on the note of John J. Sheridan, which bore the endorsement of his wife, and one with her brother, Charles Murphy. The Ballantine transaction, she says, was negotiated by her husband for her benefit, but the evidence satisfies me beyond peradventure that the loan was his own. (C. B., 30.) The check was made payable by Ballantine & Sons to John J. Sheridan, and it was shown that Ballantine & Sons had been doing business for several years with Sheridan, supplying him with beer and ale in large quantities. (C. B., 20.)

20 The evidence regarding the transaction with Charles Murphy, her brother, is too contradictory to be convincing. Murphy says he turned back the store to the Sheridans without receiving a nickel. (C. B., 124-125.) Why should Murphy have paid the notes in the amount of \$2,688.00 as claimed by Mrs. Sheridan, when he turned back the saloon to her for nothing? Yet, this is his testimony. She says that this transaction with her brother, at which time he gave the note, took place in the office of Roberty Carey, and that there was some clerk present at the time, but no one is produced to corroborate in any way the happenings. (C. B., 29.) The depositions taken on the discovery proceedings were offered in evidence and now are part of the case

before me. They only tend further to contradict the testimony of the defendant, Mrs. Sheridan, relative to the transactions she had with her brother in reference to the Grove Street saloon. They are also at variance with the story told by John J. Sheridan about this affair.

It is my conclusion that Mrs. Sheridan does not show where she procured the \$8,500.00, the equity in the Ferry Street property and the Keansburg property, the latter being occupied by her husband and herself as a summer home, and I am convinced that the money invested in these two properties came from the saloon business conducted by her husband. 10

I thing that the lands, therefore, now of record in the name of Bridget Sheridan, are subject to the lien of the David Mayer Brewing Company."

All of Vice Chancellor Lewis' statements are supported by the testimony and for the benefit of the Court the citations of testimony in support of Vice Chancellor Lewis' findings have been interpolated in the opinion above. 20

The relief granted was in conformity with the prayer of the bill and is substantially the same kind of decree as was advised in the case of *Walsh v. Rosso*, 59 N. J. Eq. at 123.

The decree gives Mrs. Sheridan sixty days' grace in which to pay the judgment or the alternative of having the Hoboken property sold by the Sheriff of Hudson County, this being the property mentioned in the bill of complaint (C. B., 224-225), the surplus as a result of such sale being brought into Court to be there disposed of at the direction of the Court. 30

In the case of *Beeckman v. Montgomery*, 14 N. J. Eq., 106, the bill filed was to subject property in hands of the defendant to the debt of 40

the complainants. The Chancellor in delivering his opinion said in discussing this aspect of the case:

10 "I find no satisfactory proof that any consideration whatever was paid for the deed by the defendant. He had, it is evident, nothing to pay with. The deed, I incline to think, is purely voluntary, without any consideration whatever, or at least a merely nominal one. I should, therefore have no hesitation in setting the deed aside. *The complainants' bill, however, asks not to avoid the deed, but to subject the property in the hands of the defendant to the debt of the complainants. This course is in accordance with the practice of the court. Boyd v. Dunlap, 1 Johns. Ch. R., 478; Wickes v. Clarke, 8 Paige, 161; 1 Am. Lead. Cas., 49; Sexton v. Wheaton, 8 Wheat., 229.*

20 The debt will be declared a charge upon the land at the date of the conveyance, and if necessary, a sale will be ordered to satisfy the encumbrance."

The relief granted by the Court was entirely proper and is in conformity with the usual procedure adopted in such cases.

30

POINT III.

There was no element of laches in this case. The bill of complaint was filed on July 29, 1915, which was less than five months after Mrs. Sheridan purchased the Ferry Street property which is subjected to the complainant's debt.

POINT IV.

The Court's attention is invited to the testimony of Charles J. Murphy, a brother of Mrs. Sheridan. He is a witness called upon by her to explain the origin of a part of her money. It appears by this man's admissions that he was a habitual gambler and crap shooter. (C. B., 132 to 144 inclusive). He attributes the source of the monies that he paid Mrs. Sheridan to a change in luck due to a system. He testified that from 1904 to 1911 he lost money habitually. (C. B. 143, line 38.) About this time his luck changed. His explanation follows:

"Q. Can you account for the luck changing in 1911?

A. No, I did create a system of waiting.

Q. And still you got that system?

A. Yes; when I play cards.

Q. And you still play?

A. Yes.

Q. And what was that system?

A. Waiting.

Q. What do you mean by waiting?

A. I have sat in nights and never played anything under a pair of tens and I have made money on it.

Q. And you would wait until you got a pair or higher before playing?

A. Yes."

It is evident from an examination of this man's testimony and the character of his occupation and habits that he was the sort of opportunist that would be called upon in a case of this kind to supply some ridiculous explanation to justify a perfectly palpable fraud.

POINT V.

The decree advised by Vice Chancellor Lewis
should be affirmed with costs.

Respectfully submitted,

HARLAN BESSON,
Of Counsel with the
Complainant-Respondent.

10

20

30

40

New Jersey Court of Errors and Appeals

BETWEEN

DAVID MAYER BREWING COMPANY,

Complainant-Respondent,

AND

JOHN J. SHERIDAN AND BRIDGET

SHERIDAN, HIS WIFE,

Defendants-Appellants.

*On Appeal
From
Chancery.*

BRIEF FOR DEFENDANTS-APPELLANTS.

This is an appeal from a decree of the Court of Chancery advised by Vice-Chancellor Lewis requiring the appellant, Bridget Sheridan, to pay to the respondent a sum of money therein mentioned, and providing that in default of such payment the property of said Bridget Sheridan described in the bill of complaint be sold by the Sheriff of Hudson County to satisfy said decree.

The appellants respectfully insist that said decree is inequitable and erroneous in that the Court of Chancery should have decreed that the respondent's bill of complaint be dismissed, instead of requiring said Bridget Sheridan to pay to the respondent the money mentioned in said decree.

The respondent alleges that on November 10, 1908, it recovered a judgment in the First District Court of Jersey City against John J. Sheridan for the sum of \$485.12 damages and \$28.05 costs, which judgment on July 21, 1915, was docketed in the Hudson County Court of Common Pleas, and upon which docketed judgment execution was issued and returned unsatisfied.

The purport of the allegations of the bill of complaint throughout are that John J. Sheridan has

enjoyed a lucrative business for some years past, and that the appellant Bridget Sheridan had no separate employment by which she could earn or accumulate considerable sums of money, and that notwithstanding the title to the property, No. 500 Ferry Street, Hoboken, New Jersey, is in her name, that said property was purchased with the moneys of her husband.

The pertinent part of the prayer of the bill of complaint is as follows:

“And that the said conveyance to the said Bridget Sheridan shall be declared, and decreed to have been made with the intent to delay, hinder and defraud the creditors of the said John J. Sheridan, and to be fraudulent and void as against complainant and all other creditors who shall come in and contribute to the expenses of this suit. And that the property in the hands of the said Bridget Sheridan or so much thereof as is necessary may be applied to the payment of the complainant's debt and that for this purpose the said Bridget Sheridan shall be required to transfer, assign, convey and deliver up the same to some suitable person to be appointed by this honorable court to receive and sell the same, or so much of the estate and property of the said John J. Sheridan in her possession as may suffice to satisfy complainant's debt and the costs of this suit.”

The Statute of Frauds and Perjuries (Comp. Stat. p. 2617, Sec. 12) provides that the conveyance which may be set aside is one “contrived in fraud, covin or collusion, with intent to hinder, delay or defraud creditors and others of lawful actions, debts, damages or demands.”

It will be observed that the bill of complaint does not contain an allegation of the statutory requisites for the setting aside of a conveyance on the ground of fraud, and no proof of the aforesaid requisites of the statute was offered by respondent.

The solicitor of respondent at the outset of the hearing of the cause stated (Case p. 16, line 9) that he was going to try to show that it was the moneys of John J. Sheridan that purchased the property in question, but he absolutely failed to offer any such proof.

The respondent has failed to offer any evidence whatever to substantiate its claim that any of the moneys of the appellant John J. Sheridan were used by the appellant Bridget Sheridan in the purchase of the property in question. *The evidence clearly shows that all of the moneys used in the purchase of said property were the moneys of Bridget Sheridan.*

The respondent offered in evidence the depositions taken on discovery proceedings against John J. Sheridan, and the bankbooks of the appellant Bridget Sheridan (Emigrant Savings Bank; Hoboken Bank for Savings; The First National Bank of Hoboken Case pp. 145 to 218).

John A. Miller, the attorney for P. Ballantine & Sons, was offered as a witness in behalf of respondent (Case p. 69). His testimony clearly evidences that he had no personal knowledge of the transaction between his company and the appellants or either of them, and that he did not have charge of the one thousand dollar transaction to which his testimony related.

The respondent set out in its complaint (Case p. 5, bottom) that P. Ballantine & Sons made a loan of \$1,000 to John J. Sheridan, and that said moneys were paid over by him to his wife. The testimony of the Sheridans and Mr. Frank W. Bauer, a representative of P. Ballentine & Sons, who negotiated said loan, clearly evidences that said transaction was with Bridget Sheridan and not John J. Sheridan, and that Bridget Sheridan repaid the loan in monthly installments (Bauer—Case p. 51 to 68). Bridget Sheridan testified that she borrowed said sum of \$1,000; that she signed a note for it; and that she paid said moneys back

in stallments of \$100.00 per month (Case p. 30). Bauer details the circumstances under which Mrs. Sheridan negotiated with him for the loan of \$1,000 (Case p. 51), and there can be no reasonable doubt whatever from a reading of his testimony that said transaction was with Bridget Sheridan and not with John J. Sheridan.

August Giese, Vice-President of P. Ballantine & Sons, also evidences (Case pp. 96 to 109) that said loan was made to Bridget Sheridan (See application for loan Case p. 108).

John J. Sheridan says Bauer arranged the loan for his wife (Case p. 81, bottom), and John J. Sheridan did not get any of the money (Case p. 82).

..The testimony throughout clearly evidences that the moneys which were used in the purchase of the property in question were the moneys of Bridget Sheridan.

John J. Sheridan denies that he contributed any moneys whatever towards the purchase of said property (Case p. 18).

Bridget Sheridan denies that her husband contributed any moneys whatever towards the purchase of said property (Case pp. 38-39). *There is absolutely no testimony to the contrary.*

The burden of proof is on the respondent to show by a preponderance of the evidence that the property in question was purchased with the moneys of the judgment debtor.

Charles J. Murphy, a brother of Bridget Sheridan, who was examined as one of respondent's witnesses, corroborated the testimony of Bridget Sheridan and John J. Sheridan as to a Grove Street saloon transaction, and as to the payment by Murphy to his sister of \$2,680.00 which he owed to her as the purchase price of said Grove Street saloon, and for which he gave Bridget Sheridan promissory notes at the office of Robert Carey. He also testified that he repaid to Bridget

Sheridan \$1,100.00 which he borrowed from her in December, 1912. Bridget Sheridan says that she deposited such moneys in the Hoboken Bank for Savings and The First National Bank of Hoboken as she received same from her brother. The bankbooks evidence such deposits (Case pp. 212 to 218). *There is not a particle of proof to the contrary.* Thus from the mouth of one of respondent's witnesses comes proof corroborating appellants.

THE TESTIMONY OF JOHN J. SHERIDAN, BRIDGET SHERIDAN, FRANK W. BAUER, WILLIAM O'NEILL, AUGUST GEISE AND CHARLES J. MURPHY, IS IN FAVOR OF THE APPELLANT BRIDGET SHERIDAN.

THE COMPLAINANT HAS NOT PRODUCED ANY PROOF WHATEVER TO CON-
TROVERT THE TESTIMONY OF THE AP-
PELLANTS AND THE WITNESSES WHO
TESTIFIED IN THEIR BEHALF.

The respondent will argue that there have been discrepancies in the testimony of Bridget Sheridan, John J. Sheridan and Charles J. Murphy, from which this court should *infer* the fraud alleged by respondent, but it must be borne in mind that courts seldom, if ever, infer fraud. *Courts consider the honesty of parties, unless proof has been submitted to the contrary.*

The law presumes Bridget Sheridan's innocence of the charge of fraud made against her and the respondent's allegations of fraud must be proved by a preponderance of evidence. There has been an absolute failure of such proof or any proof whatever.

A fraudulent intent is never presumed, and all courts require positive proof of the alleged fraud. It is not presumed either as a matter of law or of fact, unless under circumstances not fairly susceptible of any other interpretation.

Rice on Evidence, page 72.

As heretofore pointed out, the statute of frouds

and perjuries (Comp. Stat. p. 2618, Sec. 12) provides that the conveyance which may be set aside is one *contrived in fraud, covin or collusion, with intent to hinder, delay or defraud creditors, and others who have lawful actions, debts, damages or demands*. No such allegation is contained in the bill of complaint, and without such the Court is without jurisdiction to grant the relief sought by respondent. The respondent will very likely argue that the Court should by *mere conjecture* determine that the moneys used by Bridget Sheridan in the purchase of her property, described in the bill of complaint, were moneys derived by her from her husband. *To so conjecture the Court would be obliged to discredit the testimony of all of the witnesses who testified in behalf of defendants-appellants, evidencing the contrary to be the fact.*

One of the alleged discrepancies in the testimony of Bridget Sheridan and Charles J. Murphy which the respondent will very likely refer to, is that Murphy mentions in his testimony that in 1904 he gave to his sister, Bridget Sheridan, in the office of Lawyer Robert Carey 27 notes of \$50.00 each. It will be noted, however, that the aggregate amount of notes which he gave to his sister was \$2,680.00 (Case p. 128). It will also be noted that John J. Sheridan was with his wife when she received notes for \$2,680.00 from her brother, Charles J. Murphy, in the law office of Robert Carey (Case p. 25).

It is not at all difficult to appreciate that Bridget Sheridan had saved moneys of her own during the years of her married life, which she put to good use in the purchase of the property in question. She kept boarders for many years and they each paid her \$5.00 per week (Case p. 28). Her testimony clearly evidences that she was a hard working woman throughout her married life. She says she was married twenty-seven years. After she was three years married she started taking boarders (Case p. 28), and she then moved to

Jersey City and lived at No. 227 Erie Street, where she kept boarders, each of whom paid her \$5.00 per week. She says her husband gave her his earnings, which were about \$12.00 per week (Case p. 42-164). It is fair to assume that Bridget Sheridan made use of the moneys received by her from her husband in maintaining her household, and that she saved the moneys she earned through the keeping of boarders. She also says (Case p. 29) that she kept a dry goods and notion store at No. 227 Erie Street, Jersey City, for a period of nine years and netted therefrom a profit of \$10.00 per week, and during all of the time that she kept said store she had her two bothers boarding with her (Case p. 29).

Bridget Sheridan says that she loaned to her brother, Timothy Murphy, \$1,400.00 with which he started the saloon 560 Grove Street, Jersey City (Case p. 29), and it appears that after his death in 1903 she took over said saloon and sold same to her brother, Charles J. Murphy, for the sum of \$2,680.00, for which he gave her promissory notes hereinbefore mentioned. She says those notes were delivered to her in Mr. Carey's office (Case p. 29). That such transaction took place in the office of Robert Carey is evidenced not only by the testimony of Bridget Sheridan, but also by the testimony of John J. Sheridan (Case pp. 25-201) and Charles J. Murphy (Case pp. 129-137). If there was any doubt about this the respondent could readily have called upon Carey to controvert such testimony.

Bridget Sheridan evidences the source of her income from the property described in the bill of complaint, to wit: \$68.00 per month by way of rent from her husband, \$7.00 per month from a garage, and \$32.00 a month from her brother-in-law for board (Case pp. 31-32). She also received moneys from her husband with which to defray expenses of the household (Case p. 32). She says (Case pp. 29-30) that for some years she did not

receive any moneys from her brother, Charles J. Murphy, on account of the \$2,680.00 notes which he had given to her upon the purchase by him of her of the Grove Street saloon which she acquired through the brother, Timothy Murphy, at his death, and then he began to pay moneys to her, which she deposited in the Hoboken Bank for Savings and The First National Bank of Hoboken (Case p. 30).

Bridget Sheridan was asked (Case p. 36) where she got the money she used to buy her house with and she replied: "I worked for it and saved it."

Bridget Sheridan received from her brother, Charles J. Murphy, in all the sum of \$3,780.00, that is, the two items of \$1,100.00 and \$2,680.00 for which he was indebted to her (Case p. 37).

On September 24, 1914, Bridget Sheridan withdrew from the First National Bank of Hoboken the sum of \$500.00, which she applied on the purchase of the property 500 Ferry Street, Hoboken, New Jersey (Case pp. 39-47), and on November 5, 1914, she took from said bank the sum of \$2,100.00, and on the same date she took from the Hoboken Bank for Savings \$3,400.00 (Case pp. 47-48), making in all the sum of \$6,000.00, which she paid on the purchase of the property. The purchase price of the property was \$11,000.00, of which \$6,000.00 was paid in cash and \$5,000.00 was represented by mortgage (Case p. 28).

The loan of \$1,000.00 which Bridget Sheridan obtained from P. Ballantine & Sons was deposited to her credit in the First National Bank of Hoboken on May 20, 1915. Case p. 47 shows 1914, but deposit book (Case p. 214) shows May 20, 1915. John J. Sheridan says that none of his moneys were invested in the purchase of the premises 500 Ferry Street, Hoboken, New Jersey. When asked by the Vice-Chancellor as to whether he knew how his wife got the money to buy her property he replied that she got it from boarders and from keeping a store. He said: "She kept

the boarders for about twenty-six years, that is, when she started to keep boarders, and that she kept the store for nine years, that was a candy and notion store, that was at 227 Erie Street, Jersey City."

Much of the testimony elicited at the hearing in Chancery by the solicitor of the respondent was with reference to a saloon at No. 550 Grove Street, Jersey City, which the evidence shows was opened up by Mrs. Sheridan's brother, Timothy Murphy, with moneys which she loaned to him therefor, and upon his death Mrs. Sheridan took possession of said saloon and sold same to her brother, Charles J. Murphy. Mrs. Sheridan took over said business in 1903. She sold same to her brother, Charles J. Murphy, in April, 1904, and he continued said business until November, 1904, when he closed the place up and left it. It appears that the place was then again taken possession of by Bridget Sheridan, who installed her husband therein. He continued said business for her until 1908.

There is no testimony in this case whatever to the effect that John J. Sheridan was in debt to any one prior to the time when he became indebted to the respondent, as evidenced by the judgment obtained against him on November 10, 1908. The solicitor of the respondent was evidently of the impression, and undertook to elicit testimony to the effect, that John J. Sheridan was indebted to the Jacob Rupert Brewing Company in November, 1904, or thereabout, but Sheridan says that he was not indebted to them for any moneys whatever. He says he never borrowed a nickel from them, but had just signed a paper (presumably referring to a chattel mortgage which brewers customarily have saloon keepers sign, notwithstanding that they may never have received any consideration therefor), but there is no proof whatever as to this matter, and it is reasonable to suppose that if the respondent could show that

John J. Sheridan was indebted to the Jacob Rupert Brewing Company, testimony to such effect might have been readily obtained by respondent.

Assuming that the net profits of Bridget Sheridan's notion store were, as she stated, \$10.00 per week for the nine years she conducted same, such business in itself would have netted to her \$4,680.00. While she was living in Hoboken her son-in-law, William O'Neill, paid her \$8.00 a week for five years, and this would net her \$2,080.00. She earned moneys also from the keeping of boarders. It is not difficult therefore to conclude that she had moneys of her own which she used in the purchase of the property in question.

Ordinarily in cases of this kind the respondent is able to trace moneys of the husband directly to the wife, or show that his moneys were used in the purchase of the property, but in this case no such proof has been offered, although counsel for respondent in the beginning of the hearing of the case said he expected to be able to show that the moneys used in the purchase of the Hoboken house were the moneys of the husband.

There is no question, in this case, of a voluntary conveyance from John J. Sheridan to his wife from which a presumption of fraud might be said to arise, because of circumstances which might be connected therewith, particularly if at the time of such voluntary conveyance he was indebted.

There is no proof that Bridget Sheridan knew of any judgment or debt owing from her husband to the David Mayer Brewing Company, and there cannot therefore be said to be an intent upon her part to participate with her husband in the fraud of her husband if such he was a party to. *Kalmus vs. Ballin*, 52 N. J. Eq. 293; *Tantum vs. Greene*, 21 N. J. Eq. 364.

Appellants respectfully submit that in order for the Court of Chancery to have determined the matters in issue in favor of respondent and against ap-

pellant, Bridget Sheridan, an actual fraudulent intent upon the part of the appellants to defraud creditors of John J. Sheridan must be shown. No such proof has been offered. No such proof appears in the case.

Fraud is never presumed but must be affirmatively proved. The burden of proof is upon him who asserts fraud to establish such by a preponderance of evidence.

20 Cyc. 108-109;

Rice on Evidence page 72.

The case of Merchants' National Bank of Newton vs. Northrup (Court of Errors and Appeals) reported in 23 N. J. Eq. 582, though not exactly analogous to this case, nevertheless indicates that this Court will not, *merely because the transaction may be suspicious*, decree the transaction to be fraudulent. The Court in said case says: "The transaction is very suspicious, but the evidence fails to sufficiently satisfy us that it was fraudulent." "Suspicion" is the strongest suggestion the respondent may suggest to this Court to warrant the decree of fraud against Bridget Sheridan. There is a total absence of proof to sustain the respondent and the testimony of appellants is uncontrovertible.

The decree of the Court of Chancery should be reversed, and the respondent's bill of complaint be dismissed, with costs.

Respectfully,

JOHN J. FALLON,
Solicitor and of Counsel with
Defendants-Appellants.

