	PAGE
Amendment to Bill	78
Answer of Aleck, George H.	75
" " Defendant	28
" " Equitable Est. Corp.	72
" " Locustwood (Separate)	64
" " Scanlan, John A.	76
" " Wesley, Alice M.	77
" to Amend Counter Claim	55
" " Amendment—Reply	82
" " Counter Claim of Defendant	51
Bill	9
Conclusions	90
Counter Claim of Defendant	37
Exhibits	348
Final Decree	83
Notice of Appeal	6
Order Amending Complaint	80
Petition of Appeal	1
Stipulation	8

COMPLAINANT'S TESTIMONY

Aleck, Helen C.	
Direct	157
Cross	189
Re-Direct	352, 387
Re-Cross	365, 391
Bird, Hobart S.	
Direct	116
Cross	119
French, Thomas E.	
Direct	95
Cross	96

New Jersey State Library

PAGE

Fulmer, Emma H.
Direct 264
Cross 265

Kruse, Julius H.
Direct 103
Cross 105

DEFENDANT'S TESTIMONY

Clow, Irene
Direct 273
Cross 274

Dubler, Mary L.
Direct 279
Cross 281

Dubler, Dr. William J.
Direct 270
Cross 272

MacPeak, John H.
Direct 276
Cross 277

Matthias, Anna
Direct 268
Cross 269

Matthias, Mulford H.
Direct 266
Cross 267

Spear, Charles C.
Direct 282
Cross 308
Re-Cross 351
Re-Direct 385

PAGE

Valeriani, Frank
Direct 346
Cross 347

COMPLAINANT'S EXHIBITS

Assignment of Mortgage (EXHIBIT D1) 435
Asst. Mtge.—Scanlan to French (EXHIBIT D59) 439
Bill French & Richards (EXHIBIT D2) 436
Bill John A. Scanlan (EXHIBIT D60) 438
Letter—Exhibit C-27 417
" " C-28, C-29 419
" " C-30 420
" " C-31 423
" " C-32 424
" " C-33 C-34 425
" " C-35 426
" " C-39, C-40 430
" " C-41 432
" " C-42 433
" " C-43 434
Search—Prem. Collingswood 407
Search—Prem. Collingswood 410
Search—Prem. Delaware Twp. 396

DEFENDANT'S EXHIBITS

Affidavit—Helen C. Aleck 504
Agreement 527
Agreements—Douglas and Spear 501, 502
Bond & Warrant—Equitable to Longmaid 446
Declaration of Douglas 460

PAGE

Deeds—
Douglas to Equitable 515, 519, 523
Equitable to Locustwold 505
French to Douglas 469
Hall to Spear 484
Homestead to Spear 474
Ludlam to Wesley 492
(Q. C.)—Spear to Equitable 510
Spear to Hall 480
Spear to Locustwood 465
Spear to Ludlam 488
Wesley to Douglas 496
Lease—Douglas to Ginter 531
Letter—Douglas to Scanlan 444
Letter—Spear to Douglas 500
Mortgage—Equitable to Longmaid 449
Power Attorney—Spear to Douglas 456, 458

(FILED 12-8 1925)

NEW JERSEY COURT OF ERRORS AND APPEALS

10

BETWEEN HELEN C. DOUGLASS, (NOW ALECK), Complainant, AND CHARLES COOPER SPEAR, EQUITABLE ESTATES CORPORATION, et als., Defendants-Appellants.	Appeal from Chancery. Petition of Appeal.

20

To the Honorable the Court of Errors and Appeals in the last resort in all causes:

The petition of Charles Cooper Spear and Equitable Estates Corporation, the apellants in the above stated cause, respectfully shows that your petitioners 30 find themselves aggrieved by a final decree made in the Court of Chancery by his Honor, Edwin Robert Walker, Chancellor of New Jersey, bearing date the fourteenth day of September, nineteen hundred and twenty-five, wherein the said Helen C. Douglass (now Aleck) was complainant, and the said Charles Cooper Spear and Equitable Estates Corporation were two of the defendants, in the following respects:

1. The said decree adjudges that three deeds of conveyance made by Helen C. Douglass to Equitable Estates Corporation, dated June twentieth and twenty-second, nineteen hundred and twenty, recorded in the Register of Deeds Office of Camden County in deed book 472, pages 54, 55 etc., and deed book 471, page 376, respectively, be set aside, annulled, and for nothing holden.

2. That said decree adjudges that an agreement or declaration of trust made by Helen C. Douglass to Charles Cooper Spear, dated November second, nineteen hundred and seventeen and recorded September second, nineteen hundred and twenty-one in the Office of the Register of Deeds of Camden County in book 492 of deeds, page 79 &c., be set aside, annulled, and for nothing holden.

3. That said decree adjudges that the assignment of an agreement made by Helen C. Douglass, attorney in fact for Charles Cooper Spear, to Equitable Estates Corporation, dated June twenty-second, nineteen hundred and twenty, and recorded in the Office of the Register of Deeds of Camden County June twenty-eighth, nineteen hundred and twenty, in deed book 472 of deeds, page 53 &c., be set aside, annulled and for nothing holden.

4. That said decree adjudges that the said Charles Cooper Spear and Equitable Estates Corporation, either or both of them, surrender and deliver to said Helen C. Douglass, or her solicitor, all, each and every of the aforesaid deeds, declaration of trust, and assignments hereinabove referred to, and that they also deliver to said Helen C. Douglass, or her solicitor, two deeds recorded in the Office of the Register of Deeds of Camden County on June twenty-eighth, nineteen hundred and twenty, in deed book 472,

pages 50 and 52 &c., if in their or either of their possession.

5. That said decree adjudges that the counterclaim of Charles Cooper Spear in which he prays for specific performance of an agreement made by Helen C. Douglass with Charles Cooper Spear, dated November twentieth, nineteen hundred and twenty-two, relating to property described in said final decree, and purporting to convey some interest therein to said Charles Cooper Spear, be and the same hereby is dismissed.

And your petitioners humbly appeal from that part of the decree of the Chancellor which decrees as aforesaid, upon the ground that the same is erroneous, for that:

(a) The Court held that the execution of the deeds of conveyance by complainant to Equitable Estates Corporation, dated June twentieth and June twenty-second, nineteen hundred and twenty, does not in any substantial sense represent her voluntary or intelligent acts, and that she was not advised and did not know or understand and was given no reason to believe that the transaction was irrevocably placing beyond her control or beyond her right of absolute enjoyment all the property which she owned and which she had so long enjoyed.

(b) The Court held that the conveyances in question properly may be classed as conveyances of all of complainant's property made without consideration and without independent advice and without adequate knowledge of their operative force and effect.

(c) The Court held that the conveyances in question were procured by complainant's son, Charles C.

Spear, through the exercise of his influence over his mother, the complainant.

(d) The Court held that any suggestion that defendant (Equitable Estates Corporation) is immune from attack because it did not participate in their improper procurement is untenable.

(e) The Court's finding that defendant Spear on the eve of trial induced complainant to seek a dismissal of the suit and to join her with him in hostility against her husband is not supported by proper evidence.

(f) The Court held that the declaration of Trust made by Helen C. Douglass to Charles C. Spear, dated November 2, 1917, recorded in deed book 492, page 79 &c., was without independent advice, and without adequate knowledge of its operative force and effect.

(g) The Court held that the assignment of contract made by Helen C. Douglass, attorney in fact for Charles Cooper Spear, to Equitable Estates Corporation, dated June 22, 1920, was without adequate knowledge of its operative force and effect.

(h) The Court dismissed the counter-claim of Charles Cooper Spear and refused to decree to him the specific performance of an agreement made by Helen C. Douglass to him, dated November 20, 1922.

(i) The Court refused to admit in evidence testimony that was relevant, material and competent.

(j) The Court admitted in evidence testimony which was irrelevant, immaterial, and incompetent.

Your petitioners therefore pray that the said decree of the said Chancellor may be, in the particulars aforesaid, reversed, set aside and for nothing holden. And that your petitioners may have such relief in the premises as to this honorable court shall seem meet.

DAVID R. ROSE,
Solicitor and Counsel of Appellant.

(FILED 12-3 1925.)

IN CHANCERY OF NEW JERSEY.

BETWEEN HELEN C. DOUGLASS, (NOW ALECK), Complainant, AND CHARLES COOPER SPEAR, et als., Defendants.		On Bill, &c. Notice of Appeal.

Charles Cooper Spear, one of the defendants in a cause hereinabove stated, hereby appeals from the final decree made in this court in the above stated cause and from the whole and every part thereof to the Court of Errors and Appeals in the last resort in all causes.

DAVID R. ROSE,
Solicitor for Appellant.

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

DAVID R. ROSE,
Counsel for Appellant.

(FILED 12-3 1925.)

NOTICE OF APPEAL.

Equitable Estates Corporation, one of the defendants in a cause hereinabove stated, hereby appeals from the final decree made in this court in the above stated cause and from the whole and every part thereof to the Court of Errors and Appeals in the last resort in all causes.

DAVID R. ROSE,
Solicitor for Appellant.

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

DAVID R. ROSE,
Counsel for Appellant.

Due and legal service is hereby acknowledged this second day of December, A. D. 1925.

JOSEPH BECK TYLER,
Counsel for Helen C. Aleck.

(FILED 2-4 1925.)

IN CHANCERY OF NEW JERSEY

BETWEEN HELEN C. DOUGLASS, Complainant, AND CHARLES COOPER SPEAR, et als., Defendants.		On Bill, Etc. Stipulation

It is stipulated and agreed between counsel for the complainant and defendants in the above entitled cause that the annexed re-drafting of the pleadings shall be treated as the pleadings in this cause.

Dated, Camden, New Jersey,
February 2nd, 1925.

JOSEPH BECK TYLER,
Solicitor for Complainant.

DAVID R. ROSE,
Solicitor for defendants, Charles Cooper Spear and Equitable Estates Corporation.

WM. T. BOYLE,
Solicitor for Locustwood Cemetery Association.

LEWIS STARR,
Solicitor for Locustwood Cemetery, Inc.

(FILED 4-22 1922)

IN CHANCERY OF NEW JERSEY

To his Honor, EDWIN ROBERT WALKER, Chancellor of the State of New Jersey:—

Complaining, shows unto your Honor, your oratrix, Helen C. Douglass, of Collingswood, in the County of Camden and State of New Jersey, as follows:—

1. That on June 23, 1914, your oratrix purchased of Joseph E. Nowrey, Sheriff, for a full and valuable consideration, certain farm property hereinafter described and the said Joseph E. Nowrey, by a sheriff's deed with full covenants of seizen, conveyed the said farm in fee simple at the direction and request of your oratrix to one George H. Aleck who held the legal title in his name for the sole benefit of your oratrix and as her trustee and the said farm land is situate in the township of Delaware, Camden County, and State of New Jersey, and is described as follows:

(a) ALL that farm tract or parcel of land and premises situate lying and being in the township of Delaware in the County of Camden and State of New Jersey known as the Cooper Homestead Farm, and described as follows:—BEGINNING at a stone in the Whiskey Road, corner to Stoy's land and running thence (1) along the line of the Indian Orchard, South thirty-two and one quarter degrees east seventeen chains and six links, more or less, to the middle of the Cooper Landing Road, at a point therein ten

chains and ninety-six links from where the middle line of the said Whiskey Road crosses the same; thence (2) along the middle of the said Landing Road, and along the lands of Kaighn, late Ellis and Lippincott, South thirty-four degrees and thirty minutes west forty-nine chains and sixty-seven links to an iron plug in an angle of the said Landing Road and joining lands of the said Lippincott; thence (3) still by the said Lippincott's land and along the middle of the said Landing Road crossing the Marlton Turnpike, South fifty-one degrees and thirty-seven minutes West twenty-two chains and seven links, more or less, to an iron plug for a corner, corner also to the Budd farm; thence (4) by the same North fifty-three degrees West about eight chains and eighty-two links to an iron Plug in the middle of the said turnpike; thence (5) still by the said Budd farm and along the middle of the said turnpike, North seventy-one degrees and forty-five minutes West twelve chains and sixty links, to another corner of the said Budd farm in the middle of the said Turnpike, marked by an iron plug; thence (6) by lands of Nicholson, late Moore and Stoy, North forty-three degrees and two minutes east eighty-one chains and ninety-seven links, to the place of beginning. Containing one hundred and fifty-three acres and seventy-seven hundredths of an acre; excepting that part of the above described premises as follows; Beginning in the center of the Marlton Turnpike, at a point seven hundred and fifty feet westwardly from the intersection of the middle line of the Cooper Landing Road with the Center of the said Marlton turnpike and extending thence (1) parallel with the westerly line of the whole tract, northwardly six hundred and fifty feet; thence (2) Westwardly, at right angles to said line, to said westerly line; thence (3) southwardly along the same, to the center of the said Marlton Turnpike; thence (4) eastwardly, along the middle of

the said turnpike, to the place of beginning. Containing thirteen acres and thirty hundredths of an acre, be the same more or less.

2. That such deed was duly recorded by your oratrix in the Office of the Register of Deeds of Camden County on June 23, 1914, in Book 389 of Deeds, page 209.

3. That on June 7, 1916, the said George H. Aleck, at the request and direction of your oratrix executed a deed of conveyance for the said farm to your complainant, which deed was deposited in the hands of your complainant not as a complete and effective delivery nor as a conveyance but it was to become a complete delivery and effective as a conveyance only at the option and desire of your complainant and the said deed was not to be recorded except upon the exercise of this option by your complainant but was to be held by her for the sole purpose of securing her in her said trust.

4. That your complainant never exercised her said option to treat said deed as delivered and as a complete conveyance and she never recorded the same, but on the contrary she caused her said trustee and George H. Aleck to convey said farm premises by a deed containing full covenants of warranty and seizen, bearing date July 27, 1916, to one John A. Scanlan, who held the legal title in his name for the sole use and benefit of your complainant and as her trustee, and the said deed was duly recorded by your complainant in the said Office of the Register of Deeds in book 410 of Deeds, page 238.

5. That your complainant caused her said trustee, John A. Scanlan, because of his advancing age, to reconvey said farm by a deed containing full covenants

of warranty and seizen, bearing date, June 14, 1920, to George H. Aleck, her former trustee, who thereafter held and still holds the legal title in his name for the sole use and benefit of your complainant and as her trustee, and the said deed was duly recorded in the said Office of the Register of Deeds on June 22, 1920, in book 470 of deeds, page 552.

6. Furthermore, that on February 27, 1904, your complainant purchased from the Homestead Improvement Company, for a full and valuable consideration, the building lot hereinafter described and the said Homestead Improvement Company by a deed with full covenants of warranty and seizen, conveyed the said lot in fee simple at the direction and request of your oratrix to one John A. Scanlan, who held the legal title in his name for the sole use and benefit of your complainant and as her trustee and the said lot is described as follows:—

(b) ALL that certain lot, tract or piece of land, situate in the Borough of Collingswood in the County of Camden and State of New Jersey, being marked and designated as Lot No. 5 on Plan of the Homestead Tract, at Collingswood, N. J., a copy of which plan or map has been duly recorded in the Office of the Register of Deeds of Camden County and which said Lot number five is bounded and described as follows: Beginning at a point in the northwest line of Stiles Avenue, distant two hundred feet northeast from the north corner of Stiles and Haddon Avenues, and extending thence (1) northeast along the northwest line of Stiles Avenue fifty feet; thence (2) northwest at right angles to Stiles Avenue one hundrd and thirty-four feet and two tenths of a foot; thence (3) south twenty-eight degrees nine minutes and fifty seconds west fifty feet and ninety-nine one thousandths of a foot; thence (4) southeast, at right

angles to Stiles Avenue, one hundred and thirty-seven feet and thirty-six one hundredths of a foot to the northwest line of Stiles Avenue and the place of beginning.

7. That said deed was duly recorded by your complainant in the Office of the said Register of Deeds on March 3, 1904, in book 282 of Deeds, page 177.

8. That on July 21, 1908, the said John A. Scanlan, at the request and direction of your complainant, executed a deed of conveyance for the said building lot to your complainant which deed was deposited in the hands of your complainant not as a complete and effective delivery nor as a conveyance but it was to become a complete delivery and effective as a conveyance only at the option and desire of your complainant and the said deed was not to be recorded except upon the exercise of this option by your complainant but was to be held by her for the sole purpose of securing her in her said trust.

9. That your complainant never exercised her said option to treat said deed as delivered and as a complete conveyance and she never recorded the same.

10. Furthermore, that on March 18, 1910, your oratrix purchased from Thomas E. Ludlam, Jr., for a full and valuable consideration, the lot and dwelling house thereon erected, hereinafter described and the said Thomas E. Ludlam, Jr., by a deed with full covenants of warranty and seizen, conveyed the said premises, in fee simple at the direction and request of your oratrix to one Alice M. Wesley, who held the legal title in her name for the sole use and benefit of your oratrix and as her trustee and the said premises are described as follows:

(c) ALL that certain lot, tract or piece of land situate in the Borough of Collingswood in the County of Camden and State of New Jersey being marked and designated as Lot number 6 on the map or plan of the Homestead Tract, Collingswood, N. J., a copy of which map or plan is duly filed in the Office of the Register of Deeds of Camden County, which said lot is bounded and described as follows:—BEGINNING at a point in the northwest line of Stiles Avenue, distant two hundred and fifty feet Northeast from the North corner of Stiles and Haddon Avenues, and extending thence (1) Northwest at right angles to Stiles Avenue, one hundred and thirty-four feet and two tenths of a foot; thence (2) North twenty-eight degrees nine minutes and fifty seconds East fifty feet and ninety-nine one hundredths of a foot; thence (3) Southeast, at right angles to Stiles Avenue, one hundred and thirty-one feet and four one-hundredths of a foot, to the northwest line of Stiles Avenue; thence (4) Southwest along the same fifty feet to the place of beginning.

11. That such deed was duly recorded by your oratrix in the Office of the said Register of Deeds in book 346 of Deeds, page 268 on the 31st day of March, 1910.

12. That on June 9, 1916, the said Alice M. Wesley, at the request and direction of your oratrix executed a deed of conveyance for the said property to your oratrix which deed was deposited in the hands of your oratrix not as a complete and effective delivery nor as a conveyance but it was to become a complete delivery and effective as a conveyance only at the option and desire of your oratrix and the said deed was not to be recorded except upon the exercise of this option by your oratrix but was to be held by her for the sole purpose of securing her in her said trust.

13. That your oratrix never exercised her said option to treat said deed as delivered and as a complete conveyance and she never recorded the same.

14. That the said deeds, except the provisional and conditional deeds to your oratrix from George H. Aleck, dated June 7, 1916, from John A. Scanlan, dated July 21, 1908, and from Alice M. Wesley, dated June 9, 1916, referred to in paragraphs 3, 8 and 12 above are in your oratrix's possession and ready to be produced and proved as may be directed.

15. That your oratrix has, ever since the recording of the deeds dated June 23, 1914, from Joseph E. Nowrey, Sheriff, dated February 27, 1904, from Homestead Improvement Company and March 18, 1910, from Thomas E. Ludlam, Jr., been in peaceful and quiet possession of the three tracts of land therein and above described; and that at the time of purchasing said lands and taking said deeds she believed and still believes a good title was thereby acquired and she claims to be the equitable owner of the said three tracts of land with a good title in fee therein lodged in George H. Aleck, for the farm tract, in John A. Scanlan, for Lot No. 5 in Collingswood and in Alice M. Wesley for Lot No. 6 in Collingswood, each for her sole benefit and each as her trustee.

16. That the said interest of your oratrix and the titles of George H. Aleck, John A. Scanlan and Alice M. Wesley to said lands is denied and disputed by the Equitable Estates Corporation, a corporation of the State of New York who is one of the defendants in this suit, and the said defendant claims and are claimed and reputed to own said tracts of land, or some part thereof or to have some interest therein; and no suit or action of any kind whatever is pend-

ing to enforce or test the validity of such title or claims and your oratrix charges that such claims are utterly without foundation, unjust, vexatious and founded upon fraud, theft, forgery and deceit as hereinafter set forth.

17. That by reason of such claims your oratrix's interest and the title of George H. Aleck, John A. Scanlan and Alice M. Wesley are greatly affected and the same cannot be sold as they otherwise could.

18. That the claim of the said Equitable Estates Corporation in and to the farm property described in paragraph 1 above and lot No. 5, Collingswood, New Jersey, described in paragraph 6 above arose through the fraud, theft, forgery and deceit of the defendants Charles Cooper Spear and Hobert S. Bird in the following manner, to wit;—the defendant Charles Cooper Spear is the son of your oratrix and on or before the 20th day of June, 1920, he took from the possession of your oratrix by fraud and trickery and without her knowledge or consent all of her deeds and title papers and after returning a part thereof he kept and retained the three undelivered and unrecorded conditional deeds dated June 7, 1916, from George H. Aleck to your oratrix, recited in paragraph 3 above, from John A. Scanlan to your oratrix, recited in paragraph 8 above dated July 21, 1908, and from Alice M. Wesley to your oratrix, dated June 9, 1916, and recited in paragraph 12 above and without the knowledge or consent of your oratrix or of the said George H. Aleck, John A. Scanlan or Alice M. Wesley he caused the same to be recorded in the Office of the Register of Deeds of Camden County, all on the 28th day of June, 1920, and thereafter he, the said Charles Cooper Spear conspired together with Hobert S. Bird, who is likewise a defendant hereto and they procured two certain

false, fraudulent and forged deeds purporting to be signed each by your oratrix, each purporting to bear date June 22, 1920, and one purporting to convey the farm premises described in paragraph 1 above and the other purporting to convey Lot No. 5, Collingswood, described in paragraph 6 above to the Equitable Estates Corporation and these two deeds the said defendants caused to be recorded on June 28 and June 26, 1920, in the Office of the Register of Deeds of Camden County, the first in Book of Deeds, page 55 and the other in book 471, page 376.

19. That your oratrix did not, to her knowledge, execute either of the two said deeds to the Equitable Estates Corporation on June 22, 1920, or on any other date or time nor did she execute and acknowledge a conveyance of the two said parcels of land to the Equitable Estates Corporation or to any other person or corporation and she alleges that her signature to both of the said deeds is a forgery and not her true signature; and further that if the signature thereto appears on examination to be hers that the defendants, Charles Cooper Spear and Hobert S. Bird, fraudulently and deceitfully procured the same from her by trickery and deceit by means of which she has no knowledge, nor had knowledge at the time and which have not been revealed to her but which may be revealed upon an examination of the said alleged deeds which are both in the possession of the defendants or one or any of them when the same are brought before this court and your oratrix further says that although often requested so to do, she has always refused to sign deeds for the farm property and for Lot No. 5, Collingswood, or direct her trustees George H. Aleck and John A. Scanlan to sign any deed or deeds to the Equitable Estates Corporation and she first learned of the said two alleged deeds when someone on her behalf found the record

of them upon an examination in the Office of the said Register of Deeds on January 27, 1921.

20. And further that the claim of the said Equitable Estates Corporation in and to Lot No. 6, Collingswood, with the dwelling thereon erected, described in paragraph 10 above, arose through the fraud, theft and deceit of the defendants, Charles Cooper Spear and Hobert S. Bird, in the following manner, to wit;—on the 22nd day of June, 1920, the said Charles Cooper Spear represented to your oratrix that if she would execute a deed of her home on premises Lot No. 6, Collingswood, to the Equitable Estates Corporation, she, your oratrix, could hold the said deed undelivered and unrecorded and it would have no effect as a conveyance during her lifetime and thereby he persuaded your oratrix to sign a certain deed to her Collingswood home, premises Lot No. 6, Collingswood, described in paragraph 10 above on June 22, 1920, to the Equitable Estates Corporation which she was to hold in her possession unrecorded and without delivery to the said grantee during her life-time, and as soon as your oratrix signed the same, the defendant picked the same up from the desk in the conveyancer's office in Philadelphia, Pennsylvania, representing that he would hand it to your oratrix and give it into her possession when they reached the street, but on the contrary soon after reaching the street, he, the said Charles Cooper Spear, took flight from your oratrix, bearing the said instrument with him and thereupon stealing and wrongfully taking the same and thereafter he delivered the said instrument to the Equitable Estates Corporation and the same was recorded on June 28, 1920, in the Office of the said Register of Deeds of Camden County in book 472 of Deeds, page 54 all without the consent and the delivery and recording without the knowledge of your oratrix.

21. That your oratrix believes and therefore avers that the said Hobert S. Bird is an officer of the Equitable Estates Corporation, and she further avers that the said Hobert S. Bird is a Director of the Equitable Estates Corporation and that Mercedes Spear, the wife of Charles Cooper Spear, is a Director and also the Vice-President and the Secretary of the said Equitable Estates Corporation and that the office of the said Equitable Estates Corporation is at 230 Grand Street in New York City in the State of New York.

22. That your oratrix has applied to the said defendants, or some of them, to release and relinquish their said claim or to bring in some court of law a suit which would test the validity thereof, and the said defendants refuse to do either. And your oratrix hoped that said defendants would have complied with such reasonable request, as in justice and equity they ought to have done.

23. On August 2, 1923, there was recorded in the Office of the Register of Deeds of Camden County, in book 538, page 535, a paper writing dated July 23, 1923, and purporting to be a deed of conveyance of the said property from Equitable Estates Corporation to Charles Cooper Spear and Mercedes Spear, his wife, as trustee, under an agreement referred to in said deed, with Locustwood Cemetery, Inc., which paper writing contains the following provisions:

"In trust, nevertheless, for the owners of the beneficial interest in the said Locustwood Cemetery Corporation and in accordance with the terms of the said declaration of trust made by the said Charles C. Spear and the said Mercedes Spear, and subject to the provision of the resolutions passed at the said special meeting of the

stockholders of the Equitable Estates Corporation authorizing the conveyance of the within described premises, and without prejudice to their individual interests."

Said declaration of trust by the said Charles C. Spear and Mercedes Spear referred to in the above is not a matter of record and its contents are unknown to complainant.

24. On June 27, 1923, a paper writing purporting to be an assignment of an agreement made between the Fernwood Cemetery Company and Charles Cooper Spear, dated December 21, 1907, was filed in the Office of the Register of Deeds of Camden County. Said assignment purported to be made to Mercedes Spear, the wife of the defendant, Charles Cooper Spear, and is dated June, 1923. The alleged assignment purports to convey to Mercedes Spear the rights and interest of the said Charles Cooper Spear under the alleged agreement, which alleged agreement purports to affect the premises involved in this suit, and said assignment is recorded in book 538 of Deeds, page 160.

25. On October 4, 1923, there was recorded in said Register's Office a paper writing purporting to be a deed from Charles Cooper Spear and Mercedes Spear, co-trustees of Locustwood Cemetery Corporation or Locustwood Cemetery, Inc., or Locustwood Cemetery Association, an association of trustees &c., to the Equitable Estates Corporation. The alleged deed of conveyance is dated July 23, 1923, and recorded in book 548 of Deeds, page 283. The said alleged deed purports to release, quit-claim and remise to the said Equitable Estates Corporation all the interests of the said parties of the first part in and to the Cooper Homestead Farm, being the por-

tion of the premises involved in this suit. Said alleged deed recites that it is thereby intended to reconvey any estate which the said Charles Cooper Spear or Mercedes Spear held or hold by reason of the conveyance to them of the said farm lands by the Equitable Estates Corporation under the alleged deed of July 23, 1923.

26. On November 22, 1923, the said Locustwood Cemetery, Inc., or Locustwood Cemetery Association or Locustwood Cemetery Corporation, caused a half-page advertisement to be placed in the Camden Courier announcing the development of a cemetery, an exact textual copy of which announcement is attached hereto and is marked Exhibit A.

27. At other times within the period from November 22, 1923, to the present date, other similar newspaper advertisements were published in the local Camden papers by the said Locustwood Cemetery, Inc., or Locustwood Cemetery Corporation, or Locustwood Cemetery Association, and there appeared in the Camden Daily Courier on December 7, 1923, an advertisement, an exact textual copy of which is attached hereto and marked Exhibit B.

28. On February 4, 1924, a further advertisement appeared in the Camden Courier, an exact textual copy of which is attached hereto and marked Exhibit C.

29. At sometime prior to these dates, complainant is informed and believes that a prospectus was printed and circulated by the said Locustwood Cemetery, Inc., or Locustwood Cemetery Association or Locustwood Cemetery Corporation, for the purpose of securing purchasers of the stock in said Cemetery Company and for the sale of lots to prospective

buyers. Complainant has no information as to the date when such prospectus was first published and circulated. A copy of the said prospectus has come into her hands and an exact textual copy thereof is attached hereto and marked Exhibit D.

30. The description of the cemetery tract given in the said advertisements and prospectus corresponds with the location of the land involved in this suit, and particularly described in paragraph 1 of the bill of complaint herein.

31. Complainant is reliably informed and believes and therefore avers that several lots within the said tract have been the subject of the purported deeds of conveyance by the said Cemetery Association to various would-be purchasers; and that the offices of the said Cemetery Company at 210 Smith-Austermuhl Building in the City of Camden, are under the management of an agent or director who spends his time endeavoring to interest the public in the said cemetery proposition and to secure purchasers of lots therein.

32. Complainant alleges that the Locustwood Cemetery Inc., or Locustwood Cemetery Association, by a paper writing purporting to be a deed of conveyance for a burial lot in its alleged proposed cemetery, has attempted to convey to one J. Frederick Voigt.

"Lot No. 204 in Flower Lawn on the Registered Map of said Lawn on file in the Office of said Association, being on the Northward side of foot path No. 8, 45 inches more or less Westward of Flower Avenue, containing 88 superficial feet."

Said paper writing is dated December 22, 1923, and was recorded in the Office of the Register of Deeds of Camden County on December 26, 1923, in Book 547 of Deeds, page 452.

3. Complainant alleges that any claim which the said J. Frederick Voigt may have in and to the lot so described is a cloud upon her title to said premises, and said alleged claim is without foundation.

34. Complainant alleges that the Locustwood Cemetery, Inc., or Locustwood Cemetery Association, by a paper writing purporting to be a deed of conveyance for a burial lot in its alleged proposed cemetery, has attempted to convey to one David R. Rose.

"Lot No. 59 in Faith Lawn on the Registered map of said Lawn on file in the Office of said Association, being on the Eastward side of foot path No. 3, (Aisle C) 3′ 10″ more or less Northwest of Faith Avenue containing 160 superficial feet."

Said paper writing is dated December 22, 1923, and was recorded in the Office of the Register of Deeds of Camden County, on December 26, 1923, in Book 544 of Deeds, page 519.

35. Complainant shows that if the said Equitable Estates Corporation, or the Locustwood Cemetery, Inc., or Locustwood Cemetery Association are permitted to continue their activity in the sale and attempted sale of cemetery lots within the said tract and in the development of the said cemetery business, by sale of stock, or otherwise, complainant will be seriously embarrassed by the necessity of bringing suits to remove the clouds thus likely to be imposed upon her title to the said tract by other lot pur-

chasers, and will be put to great expense and inconvenience on that account; and furthermore, that a considerable portion or all of the said tract may be made the subject of further conveyance by the said Locustwood Cemetery, Inc., or Locustwood Cemetery Association, or by the Equitable Estates Corporation, or any or all of the said parties, so that the property which is the subject of this suit may be dissipated before final hearing and final decree herein.

36. Complainant avers that the conduct of the business of said Cemetery Association and the holding out to the public on the part of said Association of its readiness to sell said real estate or any portion thereof, is an effort to remove from the jurisdiction of this Court title to the physical property which is the subject matter of this suit and to embarrass and hamper the complainant in the establishment of her right to secure the full benefits of the prayer contained in the bill heretofore filed.

37. After the complainant learned that the defendant, Spear, had recorded the unrecorded deeds which she held for the property herein described and thereafter had made deeds from her to the Equitable Estates Corporation for said property and recorded said deeds she demanded of the defendant, Spear, and also of the Equitable Estates Corporation that the stock of said Corporation be issued to her, with which request they promised to comply and to issue all of the stock of said Corporation to your complainant, absolutely, so that she would thereby be repossessed of the title to her properties and enjoy the full and complete ownership thereof.

38. In pursuance of the promise of the defendant, Spear, and the Equitable Estates Corporation to issue all of the stock of said Corporation to said com-

plainant, the defendant, Spear, brought to the complainant a certificate for ten shares of stock, being all the stock of said Corporation, and requested the complainant, as an officer of the said Corporation, to sign the same so that the said stock might be transferred on the books of the Corporation to her. The defendant, Spear, stated it was necessary for her to sign said stock certificate before the stock could be issued to her. Thereupon the complainant, believing the representations and statement of the defendant, Spear, signed said certificate of stock with the understanding that it would be taken by the defendant, Spear, to the office of the Corporation in New York, issued to her, sealed and returned to her and that she would thereby become repossessed of all the title to all of her property and the entire ownership of the Equitable Estates Corporation.

39. The defendant, Spear, further fraudulently contriving to defraud the complainant of her property instead of issuing the said stock to the complainant as agreed issued the stock to the complainant and to himself jointly or the survivor of them so that each should have an equal interest in said Corporation. Said certificate of stock is in complainant's possession ready to be produced.

In consideration whereof, and for as much as your oratrix is reliable only in a court of equity, where matters of this sort are properly, and according to the statutes of this state in such case made and provided, cognizable and relievable:

To the end, therefore, that said defendants, Charles Cooper Spear, Hobert S. Bird, Equitable Estates Corporation, and likewise her trustees who held her titles, George H. Aleck, John A. Scanlan and Alice M. Wesley, and every of them, may, upon their several and respective oaths or affirmations, to the

best of their respective knowledge, information and belief, full, true, direct and perfect answer make to all and singular the matters aforesaid; and more particularly that they, and every of them, may, in manner aforesaid answer and set forth specifically what title or claim to said lands or any part thereof, or any interest therein, they or any of them, make or claim, and to what part or what interest;

And further, how and by what instrument such title or claim is derived or was created;

And further that the said Hobert S. Bird and Charles Cooper Spear shall answer fully the charges of fraud and deceit above set forth;

And that by the determination and final decree of this court, the rights of all the parties to this suit in and to the lands hereinbefore set forth, and every part thereof, may be fixed and settled; and that your oratrix may be decreed to have a perfect title thereto, and the defendants to have no estate, interest in, or encumbrance on said lands or any part thereof; and that their claims to the same are unjust, vexatious and void, except the claims of the trustees of your oratrix, to wit, George H. Aleck, John A. Scanlan and Alice M. Wesley, as the trustees for your oratrix to hold the legal title for the sole benefit and use of your oratrix; and that the said deeds (fraudulently obtained) shall be decreed to be cancelled and null and void; and that the title shall be reconveyed to the said trustees of your oratrix or to her direct; and that your oratrix may have such other relief in the premises as the nature of the case may require and as she shall be entitled to, in right and equity, and pursuant to the statutes in such case made and provided.

May it please your Honor, the premises considered, to grant to your oratrix a writ of subpœna, issued out of and under the seal of this honorable court, to be directed to the said defendants, commanding them

and each of them at a certain day and under a certain penalty therein to be specified, personally to be and appear before your Honor in this honorable court, then and there full, true, direct and perfect answer make to all and singular the premises, and further to stand to, abide by and perform such order, direction and decree as to your Honor shall deem meet and as shall be agreeable to equity and good conscience.

The complainant prays that the defendant, Charles Cooper Spear, and the Equitable Estates Corporation through its proper officer may be decreed to issue to the complainant a proper certificate of stock without any conditions or limitations for the entire capital stock of said Corporation and that the certificate of stock fraudulently issued as aforesaid may be cancelled or corrected.

And that the complainant may have such other and further relief in the premises as may be agreeable to equity.

JOSEPH BECK TYLER,
Solicitor for Complainant.

(FILED 7-17 1922.)

ANSWER OF C. C. SPEAR.

The above named defendant, CHARLES COOPER SPEAR, appearing herein in person, in answer to the complainant, shows as follows:

1. Denies each and every allegation contained in paragraphs 1 and 2 in said complaint, except that the defendant admits the execution and delivery of the deed in paragraph 1 recited and that said deed was recorded, except as hereinafter alleged.

2. Upon information and belief, denies each and every allegation contained in paragraph 3 of the complaint.

3. Upon information and belief, denies each and every allegation contained in paragraph 4 of the complaint, except that defendant admits the execution, delivery and recording of the conveyance in said paragraph 4 mentioned and that the legal title to said premises was thereby conveyed.

4. Denies any knowledge or information sufficient to form a belief as to any of the allegations contained in paragraph 5 of the complaint, except that the defendant admits the execution, delivery and recording of the deed in paragraph 5 recited, except as hereinafter alleged.

5. Denies each and every allegation contained in pargraphs 6 and 7 in said complaint, except that the defendant admits the execution and delivery of the

deed in paragraph 6 recited, and that said deed was recorded, except as hereinafter alleged.

6. Upon information and belief, denies each and every allegation contained in paragraph 8 of the complaint.

7. Denies any knowledge or information sufficient to form a belief as to any of the allegations contained in paragraph 9 of the complaint.

8. Denies each and every allegation contained in paragraphs 10 and 11 in said complaint, except that the defendant admits the execution and delivery of the deed in paragraph 10 recited, and that said deed was recorded, except as hereinafter alleged.

9. Upon information and belief, denies each and every allegation contained in paragraph 12 of said complaint, except that the defendant admits the execution and delivery of the deed in paragraph 12 recited, and that said deed was recorded, except as hereinafter alleged.

10. Denies any knowledge or information sufficient to form a belief as to any of the allegations contained in paragraph 13 of said complaint.

11. Denies any knowledge or information sufficient to form a belief as to any of the allegations contained in paragraph 14 of said complaint.

12. Denies each and every allegation contained in paragraph 15 of said complaint, except that the defendant admits that the plaintiff has been in possession of said three (3) parcels of land not as the owner in fee but as a life tenant, and as hereinafter more particularly alleged.

13. Denies each and every allegation contained in paragraph 16 of said complaint, except that this defendant admits that the Equitable Estates Corporation, one of the defendants herein, claims to be the owner in fee of said parcels of land and alleges that said Equitable Estates Corporation holds said title in fee as the trustee for the purposes of protecting the interests of the plaintiff and this defendant in said properties, as hereinafter alleged.

14. Denies any knowledge or information sufficient to form a belief as to any of the allegations contained in paragraph 17 of said complaint.

15. Denies each and every allegation contained in paragraph 18 of said complaint, except that the defendant admits that on June 28 and 26th, 1920, there was recorded in the Office of the Register of Deeds of Camden County the deeds in said paragraph alleged to have been recorded.

16. Denies each and every allegation contained in paragraph 19 of said complaint, but on the contrary alleges that said deeds in said paragraph 19 mentioned were executed by the plaintiff voluntarily and with full knowledge and pursuant to agreement between the parties, fully and thoroughly understood and considered by the plaintiff, and after the plaintiff had had legal advice and assistance in connection therewith and acting upon such advice.

17. Denies each and every allegation contained in paragraph 20 of said complaint, except that defendant admits the recording on June 28, 1920, of the deed therein described as having been recorded in the Office of the Register of Deeds of Camden County.

18. Denies each and every allegation contained in paragraph 22 of said complaint.

FOR A FIRST, SEPARATE DEFENSE, SAID DEFENDANT ALLEGES:

19. That prior to the year 1914, defendant acquired by purchase by a good and sufficient deed of conveyance full title in fee to the premises described in paragraph 1 of the complaint, being said farm tract mentioned therein and known as the Cooper Homestead Farm, and entered into possession thereof as such sole and absolute owner in fee and thereafter by agreement with the plaintiff and for the purpose of providing for the plaintiff during her lifetime agreed that the plaintiff should have during her lifetime the full beneficial use of said property upon payment of the taxes, interest and other charges accruing thereon during her said life and thereafter various transfers of the legal title thereof were made and sales effected by foreclosure also all pursuant to agreement between the plaintiff and the defendant under the distinct understanding and agreement that the said holders of the legal title thereto should hold said title as trustees for the benefit of the plaintiff and the defendant, that is to say, for the use and benefit of the plaintiff during her lifetime upon the payment of said charges as aforesaid with the remainder and fee to the defendant and at no time did the plaintiff become entitled to the sole use and beneficial interest in said premises and at no time was possessed of any estate greater than a life estate for the life of the plaintiff charged with said maintenance aforesaid, as more fully appears by the conveyances, instruments and agreements duly recorded and now of record in the office of the Register of Deeds of Camden County, which instruments and agreements the defendant begs leave to prove upon the trial hereof.

20. That on or about the 27th day of February, 1904, the defendant purchased from the Homestead Improvement Company and paid the full consideration therefor out of this defendant's own resources and solely for the benefit of this defendant, the certain building lot more particularly described in paragraph 6 of the complaint, and thereafter by agreement with the plaintiff and for the purpose of providing for the plaintiff during her lifetime, agreed that the plaintiff should have during her lifetime the full beneficial use of said property upon payment of the taxes, interest and other charges accruing thereon during her said life, and thereafter the legal title thereto was taken also by agreement with the plaintiff in the name of John A. Scanlan, to be held by him for the sole use and benefit of the plaintiff and defendant as aforesaid and all subsequent conveyances thereof of the legal title thereto were made pursuant to said agreement and understanding that the holder of said legal title should hold the same for the benefit of the respective beneficial interest therein of the plaintiff and the defendant, as aforesaid.

21. That prior to the year 1910, this defendant acquired by purchase by good and sufficient deeds of conveyance full title in fee to the premises described in paragraph 10 of the complaint and this defendant took the legal title thereto in his own name and this defendant paid the full consideration therefor out of this defendant's own resources and solely for the benefit of this defendant, and thereafter by agreement with the plaintiff and for the purpose of providing for the plaintiff during her lifetime, agreed that the plaintiff should have during her lifetime the full and beneficial use of said property upon payment of taxes, interest and other charges accruing thereon during her said life, and thereafter the legal title to said premises was held at one time or another

by the plaintiff, one Thomas E. Ludlam, Jr., one Alice M. Wesley and others up to the 22nd day of June, 1920, as more fully appears by the conveyances, instruments and agreements duly recorded and now of record in the office of the Register of Deeds of Camden County, which instruments and agreements the defendant begs leave to prove upon the trial hereof, but that all said subsequent conveyances of the legal title thereto were made and said title was held by each of said holders pursuant to and subject to said agreement and understanding, as trustees for the benefit of the respective beneficial interests therein of the plaintiff and the defendant as aforesaid.

FOR A SECOND, SEPARATE AND DISTINCT DEFENSE, DEFENDANT ALLEGES:

22. Denies that at the time of the commencement of this action or at any time prior thereto the plaintiff was in possession of any of the three (3) tracts of land in the complaint described other than as life tenant thereof under agreement between the plaintiff and defendant, but the defendant alleges as to each of said three (3) tracts of land therein described, the defendant has been in quiet and peaceful possession thereof as the equitable owner of the fee, subject only to the rights of the plaintiff as life tenant during the plaintiff's life, as hereinbefore described and the defendant specifically denies that the plaintiff at any time acquired any title whatever to any of the said three tracts of land therein described other than under said agreements.

FOR A THIRD, SEPARATE AND DISTINCT DEFENSE, DEFENDANT ALLEGES:

23. That in or about the month of June, 1920, the plaintiff and the defendant, to better secure their

respective interests in the three (3) tracts of land in the complaint described and to secure to the plaintiff the beneficial use of all of said three (3) tracts of land during the life of the plaintiff, upon payment by the plaintiff of the taxes, interest and other charges against the same and to secure to the defendant his right to the remainder and the fee absolute of all of said tracts of land, entered into an agreement wherein and whereby it was agreed that a corporation should be formed by the plaintiff and the defendant for the purpose of holding the legal title to said three tracts of land in the complaint described and reserving to the plaintiff and the defendant their respective estates therein and to further secure their interests as aforesaid that the entire stock of said corporation should be issued jointly to the plaintiff and the defendant.

24. That pursuant thereto the Equitable Estates Corporation, one of the defendants herein, was duly incorporated under the laws of the State of New York, duly empowered and chartered by the State of New York to receive and hold the title to real estate in trust or otherwise, and the plaintiff was duly elected a director and also the President of said corporation and pursuant to said agreement the entire capital stock of said corporation was duly issued by the officers thereof, to wit, by the plaintiff, as President and one Mercedes Spear as Secretary, to the plaintiff and the defendant jointly and the entire stock of said corporation is now held and controlled jointly by the plaintiff and the defendant, pursuant to said agreement.

25. That pursuant to said agreement on or about the 22nd day of June, 1920, the plaintiff, being in possession of certain deeds to the said three (3) tracts of land in the complaint described, from the holders of the legal title thereto, surrendered and delivered

said deeds and on or about said day executed and delivered to the said Equitable Estates Corporation, one of the defendants herein, three (3) certain deeds under her hand and seal, conveying to the said Equitable Estates Corporation all her right, title and interest in and to each and all of said three (3) tracts of land and every part thereof, together with the fee and legal title acquired by her, as aforesaid, to the said Equitable Estates Corporation, and said deeds to the plaintiff and said deeds by the plaintiff to the said Equitable Estates Corporation were duly recorded on or about the 28th day of June, 1920, in the office of the Register of Deeds of Camden County, New Jersey, proof of which defendant begs leave to present and prove upon the trial hereof, and by said various deeds and conveyances aforesaid, the full legal title to each and all of said three (3) parcels of land and every part thereof, became vested in the said defendant, Equitable Estates Corporation and the said Equitable Estates Corporation still is the absolute owner and the holder of the legal title to all of said three (3) tracts of land and every part thereof, which corporation is jointly controlled by the plaintiff and this defendant, as aforesaid, under agreement to protect the plaintiff in her right to the beneficial use and enjoyment of all of said premises during her life surcharged with the maintenance thereof, as aforesaid, and the remainder in fee absolute in the defendant and that no other person has any right, title or interest in and to any of said three (3) tracts of land or any part thereof.

FOR A FOURTH, SEPARATE AND DISTINCT DEFENSE, DEFENDANT ALLEGES:

26. That neither the plaintiff nor any ancestor purchaser or grantor of the plaintiff was seized or possessed of any of the premises described in the complaint or any part thereof within twenty (20)

years before the commencement of this action, but that this defendant, his predecessors and grantors have held and possessed the premises described in the complaint adversely to the pretended title of the plaintiff for twenty (20) years last past before the commencement of this action under a claim of title in fee exclusive of any other right except a life tenancy in the plaintiff during the plaintiff's life, surcharged with the cost of maintenance as hereinbefore described.

WHEREFORE, this defendant prays that a decree be entered herein determining the rights and interests of the parties to this suit in and to the three (3) tracts of land in the complaint described, and that the plaintiff be awarded her life interest therein subject to said charges and that the defendant be awarded his remainder in fee to each and every of said three (3) tracts of land and to the whole thereof, free of any other encumbrances and that such conveyances be ordered and directed as may be necessary to vest in the plaintiff and the defendant respectively their just true and complete estates therein, as their interests may appear, or that the title to said premises in the said Equitable Estates Corporation be confirmed as trustee aforesaid for the use and benefit of the plaintiff and the defendant, as their said respective interests may appear, under such security and safeguards as may seem fit and proper or that a new trustee be appointed by this Court to receive and hold the legal title thereto under like conditions and like safeguards and security as equity may require.

CHARLES COOPER SPEAR,
Defendant in Person.
Office & P. O. Address,
C|o Stirling Industrial Corporation, Stirling, N. J.

(FILED 10-4 1923.)

ANSWER AND COUNTER-CLAIM OF CHARLES COOPER SPEAR, DEFENDANT.

Charles Cooper Spear, one of the defendants above named, answering the bill of complaint in this cause, says that:

1. He admits the execution, delivery and record of deed from Joseph E. Nowrey, Sheriff, but denies the truth of the remainder of paragraph 1 of the bill of complaint.

2. He admits the recording of deed from Nowrey, Sheriff, to Aleck, as set out in paragraph 2 of the complaint.

3. He admits the execution and delivery of deed from Aleck to complainant, but has no knowledge or information sufficient to form a belief of the rest of the matters set out in paragraph 3 of the complaint, and leaves complainant to her proof of the same.

4. He has no information or knowledge sufficient to form a belief of the allegations of paragraph 4 of the complaint, and leaves complainant to her proof of the same.

5. He has no information or knowledge sufficient to form a belief of the allegations of paragraph 5 of the complaint, and leaves complainant to her proof of the same.

6. He admits the execution and delivery of deed from Homestead Improvement Company, but has no knowledge or information sufficient to form a belief of the rest of the allegations set out in paragraph 6 of the complaint, and leaves complainant to her proof of the same.

7. He admits paragraph 7 of the complaint.

8. He has no knowledge or information sufficient to form a belief of the allegations of paragraph 8, and leaves complainant to her proof of the same.

9. He has no knowledge or information sufficient to form a belief of the matters set out in paragraph 9 of the complaint.

10. He admits the execution and delivery of deed mentioned in paragraph 10, but has no knowledge or information sufficient to form a belief of the rest of the matters set out in said paragraph, and leaves complainant to her proof of the same.

11. He admits paragraph 11 of the complaint.

12. He has no knowledge or information sufficient to form a belief of the allegations of paragraph 12 and leaves complainant to her proof of the same.

13. He has no knowledege or information sufficient to form a belief of the matters set out in paragraph 13, and leaves complainant to her proof of the same.

14. He has no knowledge or information sufficient to form a belief of the allegations of paragraph 14, and leaves complainant to her proof of the same.

15. He denies the truth of paragraph 15 of the bill of complaint.

16. He denies the truth of paragraph 16 of the bill of complaint.

17. He denies the truth of paragraph 17 of the bill of complaint.

18. He denies the truth of paragraph 18 of the bill of complaint.

19. He denies the truth of paragraph 19 of the bill of complaint.

20. He denies the the truth of paragraph 20 of the bill of complaint.

21. He denies the truth of paragraph 21 of the bill of complaint.

22. He denies the truth of paragraph 22 of the bill of complaint.

23. He admits the truth of paragraph 23 of the bill of complaint.

24. He admits the truth of paragraph 24 of the bill of complaint.

25. He admits the truth of paragraph 25 of the bill of complaint.

26. He denies the truth of paragraph 26 of the bill of complaint.

27. He denies the truth of paragraph 27 of the bill of complaint.

28. He denies the truth of paragraph 28 of the bill of complaint.

29. He denies the truth of paragraph 29 of the bill of complaint.

30. He denies the truth of paragraph 30 of the bill of complaint.

31. He denies the truth of paragraph 31 of the bill of complaint.

32. This defendant believes the allegations of paragraph 32 to be true.

33. He denies the truth of paragraph 33 of the bill of complaint.

34. This defendant believes the allegations of paragraph 34 to be true.

35. He denies the truth of paragraph 35 of the bill of complaint.

36. He denies the truth of paragraph 36 of the bill of complaint.

37. They deny the truth of paragraph 37 of the amendment.

38. They deny the truth of paragraph 38 of the amendment.

39. They deny the truth of paragraph 39 of the amendment.

By way of counter-claim against the complainant, the defendant, Charles Cooper Spear, respectfully shows that:

(a) On November 27th, 1899, Charles C. Spear executed and delivered to Helen C. Douglas a power of attorney, in writing, duly acknowledged and recorded in the Office of the Register of Deeds of Camden County in deed book 266, page 200 &c., recorded August 18th, 1902, in which he appointed and constituted the said Helen C. Douglas his true and lawful attorney to sell, transfer, convey, mortgage and otherwise dispose of his real and personal property, in fee, which power of attorney was accepted by the said Helen C. Douglas.

(b) On July 11th, 1902, prior to the recording of said power of attorney, the said Charles C. Spear became seized, in fee, of the Cooper Homestead Farm, particularly described in the bill of complaint, by a deed of conveyance from Michael Cotter, dated July 11th, 1902, recorded in the Register of Deeds Office in book 264, page 440 &c.

(c) On November 17th, 1902, the said Helen C. Douglas, attorney in fact for Charles C. Spear, executed and delivered to Locustwood Cemetery Company, a deed of conveyance, in fee, for the Cooper Homestead Farm, aforesaid, for the consideration of $27,000.00, which deed was duly acknowledged and recorded in the Office of the Register of Deeds of Camden County in deed book 268, page 561 &c., that on the same day the said Locustwood Cemetery Company executed and delivered to Charles C. Spear, a purchase money mortgage upon said premises for the just sum of $13,000.00, which mortgage was duly acknowledged and recorded in the Office of the Register of Deeds of Camden County in mortgage book 89, page 595 &c.; that the said Helen C. Douglas, attorney in fact for Charles C. Spear, received the sum of $9,000.00 as part consideration for the conveyance to said Locustwood Cemetery Company,

aforesaid, which sum has never been paid to said Charles C. Spear.

(d) On October 8th, 1907, the Sheriff of Camden County, Frank C. Somers, sold at sheriff sale the land and premises aforesaid under and by virtue of an execution issued out of the Court of Chancery in a suit wherein the Bergdoll Brewing Company was complainant and Josephine C. Browning and others were defendants, that at said sale said premises were struck off and sold to the said Charles C. Spear, and a deed duly executed and acknowledged by the said Frank C. Somers, Sheriff, was delivered to Charles C. Spear, dated October 8th, 1907, recorded October 9th, 1907, in book 322 of deeds, page 11 &c., that the premises conveyed by said Sheriff's deed covered 153.77 acres, known as the Cooper Homestead Farm.

(e) On December 31st, 1907, while still the owner of said farm the said Charles C. Spear executed and delivered to Fernwood Cemetery Association a deed of conveyance for 13.30 acres, which deed was duly acknowledged and recorded in the Office of the Register of Deeds on January 27th, 1908, in deed book 323, page 608 &c., that on said date the said Charles C. Spear executed and delivered to Fernwood Cemetery Association an agreement, in writing, duly acknowledged and recorded in the Office of the Register of Deeds, January 27th, 1908, in deed book 323, page 610 &c., wherein and whereby the said Charles C. Spear, for himself, his heirs, executors, administrators, or assigns, agreed to convey to said Fernwood Cemetery Association additional land, ten acres in extent, upon the terms and conditions in said agreement mentioned.

(f) On September 28th, 1908, the said Charles C. Spear executed and delivered to Cyrus D. Marter a

deed of conveyance for the land and premises above mentioned, including the agreement with Fernwood Cemetery Association, aforesaid, which deed was recorded in the Register of Deeds Office of Camden County in deed book 337, page 614.

(g) That on said September 28th, 1908, the said Cyrus D. Marter and Eleanor, his wife, executed and delivered a deed of conveyance to Thomas E. French, of the second part, and Helen C. Douglas and Charles C. Spear, of the third part upon certain trusts therein enumerated, which deed was duly acknowledged, and recorded in the Office of the Register of Deeds of Camden County on June 21st, 1909, in deed book 337, page 616, covering the land, premises and agreement above mentioned.

(h) On August 20th, 1908, Charles Cooper Spear executed and delivered to Thomas E. French, a bond and mortgage to secure the just sum of $2,500.00 upon the land and premises above mentioned which mortgage was duly acknowledged, and recorded in the Office of the Register of Deeds of Camden County August 21st, 1908, in mortgage book 110, page 583, which mortgage, by divers assignments was assigned to Josephine Allen, by assignment duly acknowledged, and recorded in the Office of the Register of Deeds of Camden County in book 44 of assignment of mortgages, page 257 &c.

(i) On February 21st, 1910, Thomas E. French, trustee, and Helen C. Douglas and Charles C. Spear and Cyrus D. Marter, executed and delivered to Leslie M. Holloway a deed of conveyance for the land, premises and agreement aforesaid, excepting therefrom 13.30 acres theretofore conveyed to Fernwood Cemetery Association.

(j) On June 14th, 1910, the said Charles C. Spear executed and delivered to Helen C. Douglas a power of attorney, in writing, which was duly acknowledged, and recorded December 2nd, 1910, in the Office of the Register of Deeds of Camden County in deed book 352, page 456, wherein and whereby he constituted the said Helen C. Douglas his true and lawful attorney to execute and deliver deeds and mortgages in his behalf.

(k) On June 23rd, 1914, Joseph E. Nowrey, Sheriff of Camden County, executed and delivered a deed of conveyance to George H. Aleck for the land and premises above mentioned, excepting 13.30 acres, which deed was duly acknowledged and recorded in the Office of the Register of Deeds in deed book 389, page 209, in a suit in the Court of Chancery of New Jersey, wherein Josephine Allen was complainant and Charles C. Spear and others were defendants.

(l) On July 27th, 1916, the said George H. Aleck executed and delivered a deed of conveyance to John A. Scanlan, for the premises aforesaid, in fee, which deed was duly acknowledged and recorded in the Office of the Register of Deeds on October 18th, 1916, in deed book 410, page 238, &c.

(m) On June 14th, 1920, John A. Scanlan executed and delivered a deed of conveyance to George H. Aleck, for the premises aforesaid, which deed was duly acknowledged, and recorded in the Office of the Register of Deeds of Camden County in deed book 470, page 552.

(n) On November 2nd, 1917, the said Helen C. Douglas executed and delivered to the said Charles C. Spear a Declaration of Trust, in writing, which was duly acknowledged, and recorded in the Office

of the Register of Deeds of Camden County on September 2nd, 1921, in deed book 493, page 79, wherein and whereby the said Helen C. Douglas expressly declared that she was the trustee of Charles C. Spear for the land and premises above described, as well as other premises in the Borough of Collingswood, in the County of Camden, aforesaid.

(o) On June 23rd, 1914, the said George H. Aleck, single, executed and delivered to Josephine Allen a bond and mortgage for $3,800.00 which mortgage was duly acknowledged, and recorded June 23rd, 1914, in the Office of the Register of Deeds of Camden County in mortgage book 133, page 520 for the premises above mentioned, namely, Cooper Homestead Farm, excepting 13.30 acres.

(p) On June 7th, 1916, the said George H. Aleck, single, executed and delivered to Helen C. Douglas a deed of conveyance for the premises above mentioned, which deed was duly acknowledged and recorded in the Office of the Register of Deeds in deed book 472, page 50 &c.

(q) That the said Charles C. Spear advanced his own funds with which to purchase the Cooper Homestead aforesaid, that he was a true and lawful owner thereof, that he also advanced from his own funds the purchase money of the properties in Collingswood which are claimed to be owned by the said Helen C. Douglas; that the said Helen C. Douglas, without the knowledge or consent of the said Charles C. Spear, caused the titles to said Cooper Homestead Farm and the Collingswood properties to be placed in her name contrary to the mutual agreement and declaration of trust between him and the said Helen C. Douglas, that she should hold the same as trustee for Charles C. Spear.

(r) On June 22nd, 1920, Helen C. Douglas, attorney in fact for Charles C. Spear, executed and delivered to Equitable Estates Corporation, a certain agreement bearing date December 31st, 1907, between Charles C. Spear and Fernwood Cemetery Association, aforesaid, which assignment was acknowledged June 22nd, 1920, and recorded in the Office of the Register of Deeds of Camden County on June 28th, 1920, in deed book 472, page 53 &c.; that said assignment was made without the knowledge or consent of said Charles C. Spear.

1. On June 14, 1910, Charles Cooper Spear executed and delivered a power of attorney, in writing, duly acknowledged and recorded in the Office of the Register of Deeds of Camden County in deed Book 352, page 456, in which he appointed and constituted his mother, Helen C. Douglas, his true and lawful attorney to sell, transfer, convey, mortgage, and otherwise dispose of his real and personal property of which he was then seized, in fee simple, and particularly described in the bill of complaint, which power of attorney was delivered to and accepted by the said Helen C. Douglas.

2. That, subsequently, said Helen C. Douglas, as trustee for Charles Cooper Spear, permitted the foreclosure of a certain mortgage held by Josephine Allen, against the Cooper Homestead Farm, specifically described in deed from Joseph E. Nowrey, Sheriff, to George H. Aleck, recorded in deed book 389, page 209, &c., which Cooper Homestead Farm is particularly described in the foregoing bill of complaint.

3. That at or about the time of the foreclosure proceedings above referred to Charles Cooper Spear was in South America and had no knowledge or notice of the same, and his trustee, Helen C. Doug-

las, did not communicate to him any information concerning such foreclosure proceedings.

4. That, subsequently, the said Helen C. Douglas, while still the trustee of Charles Cooper Spear, procured George H. Aleck, the grantee named in the deed from Joseph E. Nowrey, Sheriff, above referred to, to make, execute and deliver to her a deed of conveyance for said Cooper Homestead Farm, in which she claimed to be the owner in fee simple of said land and premises.

5. That on November 3, 1917, said Charles Cooper Spear, upon being informed of the conveyance aforesaid, applied to Helen C. Douglas, his trustee, for an accounting to her trusteeship in his behalf, whereupon the said Helen C. Douglas, executed, acknowledged November 3, 1917, and recorded in the Register of Deeds Office of Camden County in deed book 492, page 79 &c., wherein and whereby she acknowledged and declared her trusteeship for said Spear in the land and premises above referred to, as well as to premises known as No. 23 East Stiles Avenue, Collingswood, N. J., and lot No. 6, contiguous thereto.

6. On June 22, 1920, the said Helen C. Douglas executed and delivered three deeds of conveyance to Equitable Estates Corporation, a corporation of the State of New York, for the three tracts or parcels of land and premises particularly described in the bill of complaint, which deeds were recorded in the Register of Deeds Office of Camden County in deed books 487, page 376; 472, pages 54 and 55 &c.

7. That said Helen C. Douglas and Charles Cooper Spear are the majority stockholders and directors of said Equitable Estates Corporation.

8. That on November 20th, 1922, Helen C. Douglas and Charles Cooper Spear, entered into a written agreement wherein and whereby it was agreed that Helen C. Douglas should discontinue the suit in the above entitled cause, and that they, as owners of the capital stock and directors of the Equitable Estates Corporation, would cause said corporation to execute and deliver a deed to a trust company for the land and premises described in the bill of complaint in this cause, as trustees for Helen C. Douglas during her lifetime, with remainder in fee to said Charles Cooper Spear, a copy of which agreement is hereto annexed and made a part hereof.

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

1. That said Helen C. Douglas, the cross-defendant herein, may answer this counter-claim, without oath, and each statement therein made.

2. That the said Helen C. Douglas be decreed to specifically perform her agreement with Charles Cooper Spear, dated November 20, 1922, above set forth.

3. That the cross-complainant, Charles Cooper Spear, have such other or further relief as the nature of the case may require.

4. That the cross-defendant, Helen C. Aleck, be decreed to be trustee of said Charles Cooper Spear and to make an accounting as such trustee.

DAVID R. ROSE,
Solicitor and Counsel
for Charles Cooper Spear.

THIS AGREEMENT, made this twentieth day of November, A. D., 1922, between Helen C. Douglas, of Collingwood, N. J., party of the first part, and Charles C. Spear, of New York, N. Y., party of the second part, Witnesseth:

That the said parties of the first and second parts have hereby mutually agreed that all the real estate now standing in the name of Equitable Estates Corporation, of New York, and which is mentioned in a certain bill of complaint filed by the said party of the first part in Chancery of New Jersey, being the properties known as Cooper Homestead Farm, Delaware Township, New Jersey, 23 E. Stiles Ave., Collingswood, N. J., and the lot adjoining said house, shall be conveyed to a trust company to be designated by the party of the first part to be held in trust for her during her life, as follows:

All the net income derived from said properties to be paid to her together with a sum annually from the principal of money derived from the sale of said real estate equal to the amount of said net annual income and furthermore, in addition to said net income and equal sum from the principal, there shall be paid to the said party of the first part, if she so desire, at the expiration of each period of five years from the date of creation of the said trust, ten per centum of all principal moneys then in the hands of said trust companies, derived from the sale of said real estate, or any part thereof, if she shall so desire. And the said parties hereto furthermore mutually covenant and agree to take such steps as may be necessary or advisable to quiet the titles to said real estate, for the purpose of carrying out the terms of this agreement. And the said parties hereto as joint owners of all the capital stock of the said Equitable Estates Corporation, holder of the legal title to said real estates, here-

by mutually covenant and agree that they will order the directors and officers of said corporation to do whatever may be required of it to facilitate the quieting of said titles, for the purpose of carrying out the terms of this agreement.

And the said party of the first part, by irrevocable will and testament, hereby covenants and agrees to instruct said trust company or its successors to pay over upon her death to the said party of the second part, or to such person, persons or corporation as he shall designate, all the remainder of said real estate and moneys derived therefrom in fee. And it is hereby mutually agreed that all equity and legal proceedings, except such as may be necessary in order to carry out the terms of this agreement shall be discontinued. It is furthermore mutually agreed that all mortgages and other incumbrances against said properties shall be paid out of the first moneys available from the principal and that the sum of five thousand ($5,000) Dollars shall be advanced to the said party of the first part out of principal money after encumbrances are paid, against said net income and payments from the principal herein provided for.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

HELEN C. DOUGLAS, (Seal).
CHAS. C. SPEAR, (Seal).

Witness:
Mary E. Hamer, Notary Public.
Commission expires,
January 25, 1923.

(FILED 12-6 1923.)

IN CHANCERY OF NEW JERSEY.

REPLICATION TO ANSWER AND ANSWER TO COUNTER-CLAIM OF CHARLES COOPER SPEAR, DEFENDANT.

Helen C. Aleck, formerly Helen C. Douglas, complainant in the foregoing cause, joins issue on the answer of the defendant, Charles Cooper Spear.

ANSWER TO COUNTER-CLAIM OF DEFENDANT, CHARLES COOPER SPEAR.

Helen C. Aleck, formerly Helen C. Douglas, complainant in the foregoing cause, answering the counter-claim of the defendant, Charles Cooper Spear, says that:

1. She denies the allegations of paragraph 1 of the counter-claim of the defendant.

2. She admits that the certain mortgage held by Josephine Allen against the Cooper Homestead Farm, referred to in paragraph 2 of the counter-claim was foreclosed, but denies that she permitted such foreclosure and denies the existence of any trust relationship on her part toward the defendant, Charles Cooper Spear, with relation to the said mortgage, in so far as said paragraph charges complainant with being a trustee for said Charles Cooper Spear, complainant denies same and is without knowledge or information of the existance of any possible basis for such trust relationship and none

being alleged in the counter-claim, complainant is unable to fully answer the said charge until more positive allegations are supplied by the said defendant.

3. She denies all the allegations in paragraph 3 of the counter-claim.

4. In answer to paragraph 4 of the counter-claim she begs leave to refer to the allegations in paragraph 3 of the Bill of Complaint herein with regard to the deed of conveyance from the said George H. Aleck to complainant referred to in said paragraph 4 of the counter-claim. Complainant denies that she owed any duty either as trustee or in any other capacity to the defendant, Charles Cooper Spear with regard to the said deed of conveyance of June 7, 1916, or with regard to the property described therein.

5. She denies the allegations of paragraph 5 of the counter-claim of the defendant.

6. She denies all the allegations of paragraph 6 of the counter-claim except insofar as the same are admitted by the allegations of paragraphs 18, 19 and 20 of the Bill of Complaint herein.

7. She denies the allegations of paragraph 7 of the counter-claim of the defendant.

8. Complainant denies all the allegations of paragraph 8 of the counter-claim except as follows: complainant alleges that on or about November 20, 1922, in the presence and at the demand of the defendant Charles Cooper Spear, she signed a certain paper writing which she did not read and with the contents of which she was not familiar. The said paper

writing was signed by her under duress and by reason of the undue and improper restraint and influence of the said defendant, Charles Cooper Spear, and because of the fear and anxiety complainant felt at the physical violence exhibited toward her by the defendant, Charles Cooper Spear, and his threats of physical violence which accompanied his demand that she sign the said paper writing, and complainant alleges that her signing the said paper writing was without any effect at law and that said defendant secured no rights thereby which he can assert in this or any other Court.

1st DEFENSE TO COUNTER-CLAIM

The alleged instruments referred to in paragraphs 5, 6 and 8 of the counter-claim are inequitable and oppressive as to complainant, and the enforcement thereof would result in hardship to complainant and the despoilation of her property.

2nd DEFENSE TO COUNTER-CLAIM

The alleged agreement referred to in paragraph 8 of the counter-claim is illegal and its enforcement is against public policy.

3d DEFENSE TO COUNTER-CLAIM

Said defendant, Charles Cooper Spear has never performed his obligations in the said alleged agreement referred to in paragraph 8, nor tendered performance thereof.

4th DEFENSE TO COUNTER-CLAIM

The defendant, Charles Cooper Spear has rendered void and invalid the alleged agreement set

forth in his answer and has repudiated it by an attempted conveyance of certain of the properties involved in this suit and set forth in said agreement. The attempted conveyance was made after the date of execution of the alleged agreement. Complainant, therefore, charges that the said defendant does not now and never did intend the said agreement to be valid and binding.

HERBERT J. KOEHLER,
Solicitor of Complainant.

(FILED 11-5 1924.)

IN CHANCERY OF NEW JERSEY.

ANSWER TO AMENDMENT TO COUNTER-CLAIM
of CHARLES C. SPEAR

The complainant, Helen C. Aleck, answering the amendment to the counter-claim says:

A. Said Charles C. Spear did not own the property referred to but merely held it in trust for his mother, Helen C. Douglas. The title to the property was originally in Benjamin B. Cooper, grandfather of the complainant, who left a will giving to Ralph Van Marter Cooper, his eldest son, a life interest and the remainder to his children. Ralph Van Marter Cooped died about 1878 and the said property vested in his children, Louisa Field Cooper, Josephine Cooper Browning, Helen Cooper Spear, the complainant, Ralph Van Marter Cooper, Jr., Benjamin Brown Cooper and Francis Lee Cooper.

About 1879 a partition of said property was had in the Court of Chancery and the property sold at public sale and bought in by the complainant in the name of Josephine C. Browning, her sister. A mortgage for nine thousand dollars together with other moneys advanced by the complainant was used to pay off the shares of the other heirs.

About 1883 or 1885 Josephine C. Browning deeded the property to the complainant, then Helen C. Spear.

The complainant, Helen C. Spear and her husband Charles A. Spear then conveyed the property to John Loris Blake, a lawyer of Orange, New Jersey, in trust for Helen C. Spear. Which deed was dated

July twenty-first, 1888, and recorded in the Office of the Register of Deeds of Camden County in Book 139, Page 65, and covers the Cooper Homestead Farm of about 153 acres.

John Loris Blake thereafter conveyed the property to John W. Bigney in trust for the said Helen C. Spear by deed dated January twenty-ninth, 1894, and recorded in the Office of the Register of Deeds of Camden County in Book 192, Page 609, etc.

John W. Bigney conveyed the title of said property to Michael Cotter on May fourteenth, 1894, which deed was recorded in the Office of the Register of Deeds of Camden County in Book 197 of Deeds at Page 169.

Michael Cotter made a deed for said premises to Charles C. Spear, dated April twenty-eighth, 1897, and recorded in the Office of the Register of Deeds of Camden County in Book 226, Page 88. At that time Michael Cotter held the property in trust for the complainant and the complainant had no knowledge of this transfer and Charles C. Spear paid no consideration whatever for the property.

Charles C. Spear on the twenty-seventh day of November, 1897, executed a declaration of trust to Helen C. Douglas, which was recroded on November twenty-seventh, 1897, in the Office of the Register of Deeds of Camden County in Book 226, Page 89.

On the same date Charles C. Spear executed a Power of Attorney to the said Helen C. Douglas which was recorded August eighteenth, 1902, in the Office of the Register of Deeds of Camden County in Book 226 of Deeds at Page 200.

Prior thereto Josephine C. Browning executed and delivered a mortgage for nine thousand dollars to George G. Green, dated April twenty-sixth, 1884, which mortgage was recorded in the Office of the Register of Deeds of Camden County May twentieth, 1884, in Book 33 of Mortgages, Page 611, which mort-

gage was thereafter assigned by the said George C. Green to Louis Bergdoll Brewing Company. This mortgage covered the entire property and a bill to foreclose was filed December thirteenth, 1901, and sale in this foreclosure proceeding took place October eighth, 1907, and conveyance was made by Frank C. Somers, Sheriff, to Charles C. Spear. Which deed was recorded in the Office of the Register of Deeds of Camden County in Book 322 of Deeds at Page 11, and recited foreclosure of the Louis Bergdoll Brewing Company mortgage aforesaid. The said Charles C. Spear bought in the property and held it in trust for the complainant although the complainant had no knowledge that he bought in the property in his name and supposed he was buying it in in her name and when she discovered that the property was bought in in his name she demanded a deed therefor, which deed was subsequently made as hereinafter referred to.

B. The complainant has no knowledge of the deed of July eleventh, 1902, and says that Michael Cotter held the property in trust for her and the deed to Charles C. Spear, dated June eleventh, 1902, was made without her knowledge or consent.

C. The conveyance of November seventeenth, 1902 by Helen C. Douglas, attorney in fact for Charles C. Spear to Locustwood Cemetery Company was a bona fide conveyance made subject to the Louis Bergdoll Brewing Company mortgage of about seven thousand dollars and a purchase money mortgage of eighteen thousand dollars. The only cash actually paid in this settlement was about five hundred fifty dollars and the said Locustwood Cemetery Company never paid the interest on the purchase money mortgage or the Louis Bergdoll Brewing Company mortgage and never paid any taxes or took possession of

the property. The said Company became defunct and the complainant continued to pay the interest on the first mortgage of seven thousand dollars up until the time it was foreclosed and the property sold in October, 1907. The bill of foreclosure for which was filed December thirteenth, 1901, so that any right, title or interest of the said Locustwood Cemetery Company was subject to and cut out by said foreclosure. The mortgage foreclosed was made by Josephine C. Browning to George G. Green, dated April twenty-sixth, 1884, and recorded in the Office of the Register of Deeds of Camden County in Book 33 of Mortgages, Page 611. Which mortgage was for nine thousand dollars as hereinbefore stated and given at that time of the partition proceeding when Josephine C. Browning took title for the complainant.

The mortgage for eighteen thousand dollars made by Locustwood Cemetery Company to Charles C. Spear was thereafter duly assigned and transferred to the complainant and the complainant by reason of default thereof has since then had possession of the property.

D. The deed from Frank C. Somers, Sheriff of the County of Camden, to Spear is admitted.

Complainant says that title was taken in the name of Charles C. Spear without her knowledge or consent and the sale brought on at a time when he had induced her to go away and she did not learn that he had taken the title in his name until sometime after, and that, in fact, he held the title in trust for her.

E. The complainant admits the defendant, Spear, made a deed to Fernwood Cemetery Association for thirteen and thirty-one-hundreds acres but says that no consideration whatever was paid therefor and the terms, conditions and limitations in the deed and

agreement therein referred to were never carried out.

F. Complainant admits the deed from defendant, Spear, to Cyrus D. Marter and says that said deed was made upon discovery of the fraud of the defendant, Spear, in taking title in his own name under the Sheriff Somer's deed.

G. Complainant admits the deed from Marter and wife to Thomas E. French but that prior to the deed to Cyrus D. Marter and prior to the deed of Cyrus D. Marter and wife to Thomas E. French, the defendant, Spear, executed a mortgage to Thomas E. French, dated August twentieth, 1908, recorded August twenty-first, 1908, in the Office of the Register of Deeds of Camden County in Book 110 of Mortgages at Page 583, for twenty-five hundred dollars, which mortgage by five several assignments was transferred to Josephine Allen on January thirty-first, 1914, which assignment was recorded March twelfth, 1914, in the Office of the Register of Deeds of Camden County in Book 44 of Assignments at Page 257.

H. The mortgage from Spear to French made August twentieth, 1908, for twenty-five hundred dollars is admitted although the defendant Spear, held the title in trust for the complainant at that time. Spear obtained this money and kept it for his own use. The mortgage was assigned on the same day by Thomas E. French to the Camden Safe Deposit and Trust Company and the West Jersey Title and Guaranty Company issued a title policy to the Camden Safe Deposit and Trust Company with the mortgage.

Then again the Camden Safe Deposit and Trust Company assigned the mortgage to Lillian Mosebach on June first, 1909, and the said Lillian Mosebach assigned the mortgage to George H. Aleck on June fifth,

1911, and the said George H. Aleck assigned the mortgage to Allen M. Craig on December fifth, 1911, and the said Allen H. Craig assigned the mortgage to Josephine Allen on January thirty-first, 1914.

I. The deed from French, Douglas, Spear and Marter to Leslie M. Holloway is admitted.

J. The Power of Attorney from Spear to Helen C. Douglas, dated June fourteenth, 1910, is admitted but at that time the said Helen C. Douglas was the real owner of the property and Charles C. Spear had no real interest therein.

K. The deed from Joseph E. Nowrey, Sheriff, to George H. Aleck is admitted. Said deed foreclosed the mortgage made by Spear to Thomas E. French, dated August twentieth, 1908, and also a mortgage made by Leslie M. Holloway and wife to Theodore G. Brinton, dated June seventh, 1911, which latter mortgage by three several assignments was conveyed to said Josephine Allen so that on June twenty-third, 1914, the title to the said premises, exclusive of the thirteen and thirty-one-hundredths acres vested in George H. Aleck, absolutely, free and clear of any prior liens or claims and cleared the title as of that date. The said George H. Aleck took title to said property for the use and benefit of the complainant.

L. The deed from Aleck to John Scanlan, dated July twenty-seventh, 1916, is admitted.

M. The deed from Scanlan to George H. Aleck, dated June fourteenth, 1920, is admitted.

N. The declaration of trust from Helen C. Douglas to Charles C. Spear, dated November second,

1917, is a false and fraudulent document and was not signed by the complainant and she had no knowledge of its existence until five or six years later and said declaration of trust was not recorded by the defendant until about four years after it was alleged to have been made.

O. The mortgage from George H. Aleck for thirty-eight hundred dollars to Josephine Allen, dated June twenty-third, 1914, is admitted.

The interest on this mortgage has been paid by the complainant from the time it was made up to the last interest period. Also all of the taxes and insurance on said property have been paid by the complainant.

P. The deed from George H. Aleck, single, to the complainant, Helen C. Douglas, dated June seventh, 1916, is admitted, George H. Aleck held the title to said property in trust for Helen C. Douglas and executed and delivered a deed to her which was not recorded by the complainant. The possession of this deed was fraudulently and surreptitiously obtained by the defendant, Charles C. Spear, and recorded by him, June twenty-eighth, 1920, and the said defendant, Spear, thereafterwards made and delivered to the Equitable Estates Corporation a deed for the said premises, dated June twenty-second, 1920, and recorded June twenty-eighth, 1920, which deed purports to be made by the complainant but was not, in fact, made by her and she has not signed or delivered a deed of the premises to Charles C. Spear. The defendant, Charles C. Spear fraudulently obtained possession of the deed to the complainant and other deeds and had them recorded in her name and in pursuance of his fraudulent scheme had deeds for the property made to the Equitable Estates Corporation all of which was done without the consent

or knowledge of the complainant; that in all of the transactions between the complainant and the defendant, the defendant, Spear, was at times abusive and threatening and at other times affectionate which ever he deemed would best accomplish his purpose and any papers or agreements executed by the complainant were done without necessary legal advice and under the influence of the defendant, Spear.

Q. The allegations of paragraph Q are denied and the title deeds to the Collingswood property known as 23 East Stiles Avenue, were obtained by the said defendant, Spear, in the same way. The complainant held deeds duly executed but unrecorded for the said property and lot adjoining which the defendant, Spear, surreptitiously and fraudulently obtained and recorded and thereafter caused deeds to be made by the complainant to the Equitable Estates Corporation but such deed was never delivered but was fraudulently and surreptitiously obtained by said defendant, Spear, and recorded.

Complainant says that she is, in fact, the sole owner of the premises known as Cooper Homestead Farm and her residence property, 23 East Stiles Avenue, Collingswood, New Jersey, and the lot adjoining and that neither the defendant, Spear, or the Equitable Estates Corporation have any right, title or interest therein.

That she is in possession of all of said properties and has paid the interest on the mortgages and the taxes, fire insurance and other expenses thereon continuously up to the present time and that the unfortunate condition of the title of said properties is due to the fraudulent efforts of the defendant, Spear, to get the title and possession thereof and the Equitable Estates Corporation was formed by and controlled by him for that purpose.

All of said transactions with the defendant, Spear, as to the Cooper Homestead Farm and the Collingswood property was without independent advice and without any consideration whatever paid by the defendant, Spear, or the defendant, Equitable Estates Corporation, a corporation of New York State, which is merely a company used by the defendant, Spear, for his own use and purpose and entirely under his own control. During all of which time the complainant was feeble, almost blind and dependent upon others for help and advice and the acts of said Spear resulted in stripping her of the title to all of her property without any consideration being paid therefor.

R. The allegations of paragraph R are denied and complainant says that she did not execute and deliver the Fernwood Cemetery Association agreement, dated December thirty-first, 1907, and that she has always considered that said agreement had been forfeited and void and of no value whatever as the conditions, limitations and provisions thereof had not been carried out by the Fernwood Cemetery Association but, on the contrary, the Fernwood Cemetery Association was abandoned, absolved and ceased to exist for the past twelve or fifteen years.

JOSEPH BECK TYLER,
Solicitor for Complainant.

(FILED 5-10 1924.)

SEPARATE ANSWER OF LOCUSTWOOD CEMETERY ASSOCIATION.

This defendant, Locustwood Cemetery Association, a corporation of the State of New Jersey, answering the bill of complaint and amendment thereof, says:

1. It admits that a conveyance was made as set forth in Paragraph 1 of the bill of complaint. Defendant says that said conveyance was subject to this defendant's rights in said land by virtue of an agreement entered into by it on December 31, 1907, between Charles C. Spear the owner thereof and this defendant under its then corporate title of Fernwood Cemetery Co., which agreement was recorded January 27, 1908, in the office of the Register of Deeds of Camden County in Book 373 of Deeds, Page 610 &c., and which was prior and paramount to the mortgage foreclosed under which said sale by Joseph C. Nowrey, Sheriff, was made.

2. It admits paragraph 2 of the bill of complaint.

3. It admits the execution of said deed and denies that the delivery thereof was not complete and effective.

4. It denies that complainant never treated said deed as a complete conveyance. It admits the deed to John A. Scanlan, but says that the said George H. Aleck had no title at that time to said premises.

5. It admits the execution and recording of said deed but says the said John A. Scanlan had no title at that time in said premises.

6. This defendant disclaims any interest in said lands referred to in paragraphs 6-7-8-9-10-11-12 and 13 of the bill of complaint.

7. It denies said deeds were conditional and provisional.

8. It denies that complainant ever had a title to the land in said deed from Joseph E. Nowrey, Sheriff, clear of the rights of this defendant under the agreement above referred to in paragraph 1 of this answer.

9. It has no knowledge or information sufficient to form a belief as to the matters and things referred to in paragraphs 16-17-18-19-20-21 and 22 of the bill of complaint.

10. It admits paragraphs 23 and 24 of the bill of complaint.

11. It admits that on October 4, 1923, there was recorded in said Register's Office a deed from Charles Cooper Spear and Mercedes Spear to Equitable Estates Corporation, which was dated July 23, 1923, and recorded in Book 548 of Deeds, Page 283, which releases, quit-claims and remises to the said Equitable Estates Corporation all of the interest of the said Charles Cooper Spear and Mercedes Spear in and to the Cooper Homestead Farm, in which deed it was recited that it is thereby intended to reconvey any estate which the said Charles Cooper Spear and Mercedes Spear held by reason of the conveyance to them of said farm land by the Equitable Estates

Corporation by deed of July 23, 1923. It is denied however, that the said Charles Cooper Spear and Mercedes Spear executed the said deed in the capacity of co-trustees of Locustwood Cemetery Corporation or Locustwood Cemetery Inc., or Locustwood Cemetery Association, an association of trustees &c., and this defendant avers the truth to be that said deed was made by the said Charles Cooper Spear and Mercedes Spear in their individual names and right since they had the absolute and beneficial ownership of the property conveyed by said deed.

12. Paragraphs 26-27-28-29-30-31-32-33-34 and 35 of the bill on complaint are denied so far as relates to this defendant, Locustwood Cemetery Association.

13. This defendant denies that the conduct of its business and the holding out to the public on its part of its readiness to sell said real estate or any portion thereof, is an effort to remove from the jurisdiction of this court title to the physical property which is the subject matter of this suit and to embarass and hamper the complainant in the establishment of her right to secure the full benefits of the prayer contained in the bill heretofore filed.

This defendant prays to be hence dismissed with reasonable costs and charges in this behalf wrongfully sustained.

WM. T. BOYLE,
Sol'r. and of counsel with defendant, Locustwood Cemetery Association.

(FILED 3-20 1924.)

IN CHANCERY OF NEW JERSEY.
ANSWER OF LOCUSTWOOD CEMETERY, INC.

The defendant, Locustwood Cemetery, Inc., a corporation organized under the laws of the State of New Jersey, by this answer:

1. Avers that it has no knowledge or information sufficient to form a belief as to the allegation contained in paragraphs 1 to 22 inclusive, set forth in the original bill of complaint.

2. Avers that it has no knowledge or information sufficient to form a belief as to the allegation contained in paragraph 23 of the bill of complaint as amended.

3. Avers that it has no knowledge or information sufficient to form a belief as to the allegations contained in paragraph 24 of the bill as amended.

4. Avers that it has no knowledge or information sufficient to form a belief as to the allegations contained in paragraph 25 of the bill of complaint as amended.

5. Admits that defendant caused a half-page advertisement to be placed in the Camden Courier, announcing the development of a cemetery as set forth in paragraph 26 of the bill of complaint as amended.

6. Admits that defendant caused other similar advertisements to be published in local Camden papers, as alleged in paragraph 27 of the bill of complaint as amended.

7. Admits that defendant caused a further advertisement to appear in the Camden Courier, as alleged in paragraph 28 of the bill of complaint as amended.

8. Denies the allegations contained in paragraph 29 of the bill of complaint as amended, so far as the same relate in any way to defendant.

9. Denies the allegations contained in paragraph 30 of the bill of complaint as amended.

10. Denies the allegations contained in paragraph 31 of the bill of complaint as amended, and avers that the various deeds of conveyance referred to therein were made in Locustwood Cemetery out of the tract containing thirteen and one-half acres, which is not involved in the litigation in said cause.

11. Admits the allegation contained in paragraph 32 of the bill of complaint as amended, but avers that the lands referred to therein are included with- of the area of the tract of thirteen and one-half acres, which is not covered by the litigation.

12. Denies the allegations contained in paragraph 33 of the bill of complaint as amended.

13. Admits the allegations contained in paragraph 34 of the bill of complaint as amended, but avers that the lot described therein is included in the area of the thirteen and one-third acre tract, which is not covered by the litigation.

14. Denies the allegations contained in paragraph 35 of the bill of complaint as amended.

15. Denies the allegations contained in paragraph 36 of the bill of complaint as amended.

FIRST DEFENSE.

1. On or about December 31, 1907, Charles Cooper Spear entered into a contract with the Fernwood Cemetery Association, by which he agreed that a tract of land comprising one hundred twenty-five acres, which is a portion of the lands described in the bill of complaint, should be turned over and conveyed to the Fernwood Cemetery Association for cemetery purposes, of which tract of one hundred twenty-five acres thirteen and one-third acres should become immediately available for cemetery purposes, and that the balance of said tract of land should be turned over in ten acre tracts as the said Cemetery Association might require for its development, which contract was duly recorded in the office of the Register of Deeds of the County of Camden on the 27th day of January, 1908.

2. The contract last above referred to was made, executed and delivered a long time prior to the happening of the occurrences set forth in the bill of complaint.

3. By virtue of the contract with the Fernwood Cemetery Association, the latter became the owner in fee of the said tract of land containing thirteen and one-third acres described in said contract and entitled to use and dispose of the same for cemetery purposes, with the right to receive additional tracts of ten acres each, as their business needs might require.

4. Subsequently the name of the Fernwood Cemetery Association was changed by proceedings in accordance with the statute in such case made and provided, to Locustwood Cemetery Association.

5. The said Charles Cooper Spear, was the owner in fee of the said one hundred twenty-five acre tract at the time he entered into the contract with the said Fernwood Association as aforesaid.

SECOND DEFENSE.

1. On the twenty-third day of July....., 1923, the Locustwood Cemetery Association entered into a contract with this defendant by which the latter was constituted its selling agent, for the sale of cemetery lots in the said tract of thirteen and one-third acres, as well as in additional ten acre tracts which might be acquired in accordance with the contract with the said Charles Cooper Spear.

THIRD DEFENSE.

1. The complainant had knowledge of the existence of the contract between Charles Cooper Spear and Fernwood Cemetery Association at the time they became interested in the lands and premises described in the complainant's bill, and also had knowledge of the selling contract between Locustwood Cemetery Association and this defendant, and that the rights of this defendant under the said sales contract in the said tract comprising thirteen and one-third acres, and also in additional ten acre tracts acquired by the Locustwood Cemetery Association are prior and superior to any of the rights of the complainant.

FOURTH DEFENSE.

1. The rights of the defendant in the Locustwood Cemetery Association under the contract with Spear apply to the said tract of thirteen and one-third acres, and also the remaining portion of the one hundred twenty-five acre tract as the same may be turned over to the Locustwood Cemetery Association for development in tracts of ten acres each, in accordance with the terms of said contract.

SIXTH DEFENSE.

1. The tract containing thirteen and one-third acres referred to in the contract made between Charles Cooper Spear and the Fernwood Cemetery Association, mentioned in the first defense hereof, dated December 31, 1907, was conveyed by the said Charles Cooper Spear to the Fernwood Cemetery Association by deed dated December 31, 1907, and recorded on the 27th day of January, 1908, in the Register's Office aforesaid in Book 323 of Deeds, page 608, and by virtue of said deed the said Fernwood Cemetery Association acquired title in fee simple to the said thirteen and one-third acre tract, and it, by the name of the Locustwood Cemetery Association, owns the same free, clear and discharged of all claim, or right, title or interest of the complainant.

LEWIS STARR,
Solicitor of Locustwood
Cemetery, Inc.

(FILED 11-22 1922.)

ANSWER OF DEFENDANT, EQUITABLE ESTATES CORPORATION.

The Equitable Estates Corporation, in answer to the bill of complaint in this matter, says:

1. It admits the 1st and 2nd pars. of the complaint.

2. It neither admits nor denies the 3d, 4th and 5th pars. of the complaint, but leaves it to complainant to prove same.

3. It admits the 6th and 7th pars. of the complaint.

4. It neither admits nor denies the 8th and 9th pars. of the complaint, but leaves it to complainant to prove same.

5. It admits the 10th and 11th pars. of the complaint.

6. It neither admits nor denies the 12th, 13th, 14th, 15th, 16th and 17th pars. of the complaint, but leaves it to complainant to prove same.

7. It denies the 18th par. of the complaint, and avers the truth to be that the complainant, Helen Douglas, gave the deeds referred to in said paragraph to the said defendant, Spear, with instructions to the said Spear that he was to record the said deeds whenever he should deem it necessary.

8. It denies the 19th par. of the complaint, and avers the truth to be that the said complainant instructed the said defendant, Hobart S. Bird, to prepare the deed from George H. Aleck to the Equitable Estates Corporation, and that said deed was prepared with the knowledge and consent and by the authority of the said complainant, Helen C. Douglas.

9. It denies the 20th par. of the complaint, and avers the truth to be that said deed to the Equitable Estates Corporation was made and executed with the knowledge and by the consent and authority of the said Helen C. Douglas, and at the same time as the deed hereinbefore referred to in the previous paragraph.

10. In answer to the 21st par. of the complainant, it says that said Hobart S. Bird is a director of the Equitable Estates Corporation, but not an officer thereof, and that he was made such director at the request of the complainant, Helen C. Douglas and admits Mercedes Spear is Vice President and Secretary, but avers the truth to be that the said complainant, Helen C. Douglas is the President and Treasurer of the said Equitable Estates Corporation, and also a director thereof, and that all certificates of stock issued by said corporation bore her signature, and that up to the present time she has made no request, directly or indirectly, for said corporation to relinquish any claim she had or may have in the properties referred to in the bill of complaint.

11. This defendant further says that it took title to all of said properties by proper deeds of conveyance for an adequate and valuable consideration, and that all conveyances of any interest in said properties, which said complainant, Helen C. Douglas owned, was conveyed after she had consulted with

and been represented by counsel, and after mature deliberation, and without any misrepresentation, trickery, false statements, fraud or deceit on the part of this defendant, or of any of its officers or directors.

12. This defendant says that it has acquired all the right, title and interest in and to the properties mentioned and recited in the bill of complaint, lawfully, and that it holds and has a right to hold same free and clear of any individual interest the said Helen C. Douglas may claim in same. That any interest that she may have in said properties is only by virtue of her right as a stockholder in said Equitable Estates Corporation.

13. Defendant therefore prays it may be hence dismissed, with its reasonable costs and charges, in this behalf most wrongfully sustained.

DAVID R. ROSE,
Solicitor for Equitable Estates Corporation.

(FILED 7-25 1922.)

ANSWER OF GEORGE H. ALECK.

The answer of George H. Aleck, one of the defendants to the bill of complaint in the above cause. This defendant answering says that:

1. Paragraphs one to five inclusive are admitted.

2. This defendant has no knowledge or information and neither admits nor denies the statements in paragraphs six to twenty-two inclusive.

The defendant therefore prays:

1. The complainant may have equitable relief in premises.

NORMAN W. HARKER,
Solicitor for George H. Aleck.

Filed, July 25, 1922.
Jesse R. Salmon, Clerk.

(FILED 7-25 1922)

IN CHANCERY OF NEW JERSEY.

ANSWER OF JOHN A. SCANLAN.

The answer of John A. Scanlan, one of the defendants to the bill of complaint in the above cause. This defendant answering says that:

1. This defendant has no knowledge or information and neither admits nor denies the statements in paragraphs one to three inclusive.

2. Paragraphs four to nine inclusive are admitted.

3. This defendant has no knowledge or information and neither admits nor denies the statements in paragraphs ten to twenty-two inclusive.

The defendant therefore prays:

1. The complainant may have equitable relief in the premises.

NORMAN W. HARKER,
Solicitor for John A. Scanlan.

Filed, July 25, 1922.
Jesse R. Slamon, Clerk.

(FILED 7-25 1922.)

IN CHANCERY OF NEW JERSEY.

ANSWER OF ALICE M. WESLEY.

The answer of Alice M. Wesley, one of the defendants to the bill of complaint in the above cause. This defendant answering says that:

1. This defendant has no knowledge or information and neither admits nor denies the statements in paragraphs one to nine inclusive.

2. Paragraphs ten to thirteen inclusive are admitted.

3. This defendant has no knowledge or information and neither admits nor denies the statements in paragraphs fourteen to twenty-two inclusive.

The defendant therefore prays:

1. The complainant may have equitable relief in the premises.

NORMAN W. HARKER,
Solicitor for Alice M. Wesley.

Filed July 25, 1922.
Jesse R. Salmon, Clerk.

(FILED 9-14 1925.)

IN CHANCERY OF NEW JERSEY.

AMENDMENT TO BILL OF COMPLAINT.

40. That the Declaration of Trust from Helen C. Douglas to Charles C. Spear, dated November second, 1917, was not to complainant's knowledge and belief executed by her and never delivered to said Spear and complainant had no knowledge of its existence until five or six years later.

41. That the deed from Helen C. Douglas, now Aleck, to Equitable Estates Corporation for her residence property known as 23 East Stiles Avenue, Collingswood, New Jersey, and the lot adjoining were not made and delivered by her to the Equitable Estates Corporation. Said deed was surreptitiously and fraudulently obtained by said Spear from the complainant upon the false and fraudulent representation that it was to be put in a safe deposit box of the complainant and only used after her death, if at all. The complainant has no knowledge of having executed a deed to the Equitable Estates Corporation for premises known as the Cooper Homestead Farm and the defendant, Spear, led her to believe that she was only signing a deed for 23 East Stiles Avenue and the lot adjoining, to be held by her as aforesaid upon his representation that he was under indictment in Camden County for murder and that he could not hold any property in his name and the Equitable Estates Corporation had been formed by him so that he could get his interest in her property after her death in that way and that the deed would

only be used if found in her safe deposit box after her death. The said Spear then took the deed without complainant's consent and had it recorded.

42. Complainant says that she is, in fact, the sole owner of premises known as the Cooper Homestead Farm and her residence property 23 East Stiles Avenue, Collingswood, New Jersey, and the lot adjoining, and that neither the defendant, Spear, nor the Equitable Estates Corporation have any right, title or interest therein. That she is in possession of all of said properties and has paid the interest on the mortgages and the taxes, fire insurance and other expenses thereon continuously up to the present time.

43. All of said transactions with the defendant, Spear, both for himself and as representing the Equitable Estates Corporation, as to the Cooper Homestead Farm and the Collingswood property were without independent advice and without any consideration whatever paid by the defendant, Spear, or the defendant, Equitable Estates Corporation, which is merely a company used by the defendant, Spear, for his own use and purposes and entirely under his control. During all of which time the complainant was feeble, almost blind and dependent upon others for help and advice and the acts of said Spear resulted in stripping her of the title to all of her property without any consideration being paid therefor.

And by adding to the prayer to said bill, "That the deed from Helen C. Douglas, now Aleck, to Equitable Estates Corporation be set aside and for nothing holden and the title to all of her said property be declared to be vested in her absolutely."

JOSEPH BECK TYLER,
Solicitor for Complainant.

(FILED 10-14 1924.)

ORDER AMENDING COMPLAINT.

Application being made by the complainant to amend the complaint so that a final decree can be made in accordance with the proofs taken, matters considered and argued at the final hearing in the above entitled cause and upon due notice to the defendants; and it appearing that the amendment is necessary to grant full and complete relief in the above entitled cause; and it appearing that the matters covered by said amendment were fully considered, argued and proofs taken covering the same;

It is on this 14th day of September, 1925, ordered, adjudged and decreed that the bill of complaint in the above entitled cause be and it hereby is amended by adding paragraphs forty and forty-one thereto as follows:

"40. The defendant, Charles Cooper Spear, claims some interest, right or title in and to the lands hereinbefore described under and by virtue of an agreement dated November third, 1917, between the complainant, Helen C. Douglas, and Charles Cooper Spear, which agreement purports to be acknowledged on the same day and is recorded in the Office of the Register of Deeds of Camden County in Book 492 of Deeds at Page 79, wherein she appears to acknowledge that she holds said lands in trust for the defendant."

"41. This complainant has no knowledge of having executed and delivered the alleged declaration of trust, dated November third,

1917, and she never knew the contents thereof or the effect thereof upon her estate, right, title or interest in the aforesaid lands, nor did she ever have advice as to the contents or effect thereof and the said agreement, if made at all, was without consideration and enduced by the defendant, Spear's false and fraudulent representation as to the necessity therefor of the purpose thereof."

and by adding to the prayer of said bill of complaint the following:

"That the agreement of November third, 1917, and recorded in the Office of the Register of Deeds of Camden County in Book 492 of Deeds at Page 79, be set aside, annulled and for nothing holden and that the defendant, Charles Cooper Spear, be decreed to have no interest in and to the premises above described by virtue thereof and that said agreement be surrendered and delivered to this complainant."

E. R. WALKER,
C.

Resp. Advised,
E. B. Leaming, V. C.

(FILED 9-14 1925.)

ANSWER TO AMENDMENT OF SEPTEMBER 14th, 1925.

The defendant, Charles C. Spear, denies the truth of paragraphs 40 and 41 in said amendment.

DAVID R. ROSE,
Solicitor for defendant
Charles C. Spear.

(FILED 11-5 1924.)

REPLY TO ANSWER TO COUNTER-CLAIM.

The defendant, Charles Cooper Spear, denies the truth of the matters set up in the answer to the amendment to the counter-claim.

DAVID R. ROSE,
Solicitor for Defendant.

(FILED 9-14 1925.)

FINAL DECREE.

A bill of complaint having been filed praying that certain deeds, declaration of trust, assignment of contract and other papers be set aside and for nothing holden and that the title to the property hereinafter particularly described be vested in the complainant absolutely and the matter coming on for hearing in the presence of Joseph Beck Tyler, Solicitor for the complainant, David R. Rose, Solicitor for the defendant, Charles Cooper Spear, Hon. Lewis Starr, Solicitor for Locustwood Cemetery, Inc., and Hon. William T. Boyle, solicitor for Locustwood Cemetery Association, and the pleadings and proofs having been read and the argument of the respective counsel having been heard and considered and it appearing that the complainant is entitled to the relief, sought and prayed for by her in her bill of complaint;

It is, on this fourteenth day of September, 1925, by Edwin Robert Walker, Chancellor of the State of New Jersey, ordered, adjudged and decreed and the said Chancellor by virtue of the power and authority of this court doth hereby order, adjudge and decree that the deed of conveyance made by Helen C. Douglas to Equitable Estates Corporation, dated June twentieth, 1920, and recorded June twenty-eighth, 1920, in the Office of the Register of Deeds of Camden County in Book 472 of Deeds at Page 54, etc., purporting to convey certain property situate in the Borough of Collingswood, in the County of Camden and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Northwest line of Stiles Avenue, distant two hundred feet Northeast from the North corner of Haddon and Stiles Avenues, and extending thence (1) Northeast along the Northwest line of Stiles Avenue fifty feet; thence (2) Northwest, at right angles to Stiles Avenue, one hundred and thirty-four feet and two tenths of a foot; thence (3) South twenty-eight degrees, nine minutes and fifty-seconds West, fifty feet and ninety-nine one thousandths of a foot; thence (4) Southeast, at right angles to Stiles Avenue, one hundred and thirty-seven feet and thirty-six one hundredths of a foot to the Northwest line of Stiles Avenue and place of beginning.

and the deed of conveyance made by Helen C. Douglas to Equitable Estates Corporation, dated June twenty-second, 1920, and recorded June twenty-eighth, 1920, in the Office of the Register of Deeds of Camden County in Book 471 of Deeds at Page 376, etc., purporting to convey property situate in the Borough of Collingswood, in the County of Camden and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Northwest line of Stiles Avenue, distant two hundred and fifty feet Northeast from the North corner of Stiles and Haddon Avenues, and extending thence (1) Northwest at right angles to Stiles Avenue, one hundred and thirty-four feet and two tenths of a foot; thence (2) North twenty-eight degrees nine minutes and fifty seconds east fifty feet and ninety-nine one thousandths of a foot; thence (3) Southeast at right angles to Stiles Avenue one hundred and thirty-one feet and four one hundredths of a foot to the Northwest line of

Stiles Avenue; thence (4) Southwest along the same fifty feet to the place of beginning.

and the deed of conveyance made by Helen C. Douglas to Equitable Estates Corporation dated June twenty-second, 1920, and recorded June twenty-eighth, 1920, in the Office of the Register of Deeds of Camden County in Book 472 of Deeds at Page 55 etc., purporting to convey property known as the Cooper Homestead Farm situate in the Township of Delaware, in the County of Camden and State of New Jersey, bounded and described as follows:

BEGINNING at a stone in the Whiskey Road corner to Stoy's land and runs thence (1) along the line of the Indian Orchard South thirty-two and one-quarter degrees East seventeen chains and six links more or less to the middle of the Landing Road at a point therein ten chains and ninety-six links from where the middle line of the said Whiskey Road crosses the same thence (2) along the middle of the said Landing Road and along the lands of Kaighn, late Ellis and Lippincott South thirty-four degrees and thirty minutes West forty-nine chains and sixty-seven links to an iron plug in an angle of the said Landing Road and joining lands of the said Lippincott; thence (3) still by the said Lippincott's land and along the middle of the said Landing Road crossing the said Turn-pike South fifty-one degrees and thirty-seven minutes West twenty-two chains and seven links more or less to an iron plug for a corner, corner also to the Budd Farm; thence (4) by the same North fifty-three degrees West about eight chains and eighty-two links to an iron plug in the middle of the said Turnpike; thence (5) still by the said Budd farm and along the middle of the said Turnpike North

seventy-one degrees and forty-five minutes West twelve chains and sixty links to another corner of the said Budd farm in the middle of the said Turnpike marked by an iron plug and thence (6) by lands of Nicholson, late Moore and Stoy, North forty-three degrees and two minutes East eighty-one chains and ninety-seven links to the place of beginning. Containing one hundred and fifty-three acres and seventy-seven hundredths of an acre.

Excepting that part of the above described premises as follows:

BEGINNING in the center of the Marlton Turnpike at a point seven hundred and fifty feet Westwardly from the intersection of the middle line of the Cooper Landing Road with the center of said Marlton Turnpike and extending thence parallel with the Westerly line of the whole tract Northwardly six hundred and fifty feet; thence Westwardly at right angles to said line to said Westerly line thence Southwardly along the same to the center of the said Marlton Turnpike; thence Eastwardly along the middle of said Turnpike to the place of beginning. Containing thirteen and thirty hundredths of an acre, be the same more or less.

and the agreement or declaration of trust made by Helen C. Douglas to Charles Cooper Spear, dated November second, 1917, and recorded September second, 1921, in the Office of the Register of Deeds of Camden County in Book 492 of Deeds at Page 79, etc., and referring to the above described properties; and the deed of conveyance made by Equitable Estates Corporation to Charles C. Spear and Mercedes Spear, his wife, co-trustees of Locustwood

Cemetery Association, dated July twenty-third, 1923, and recorded August second, 1923, in the Office of the Register of Deeds of Camden County in Book 538 of Deeds at Page 535, etc., purporting to convey the property above described and known as the Cooper Homestead Farm situate in the Township of Delaware, in the County of Camden and State of New Jersey; and also the deed of conveyance made by Charles C. Spear and Mercedes Spear, his wife, co-trustees of Locustwood Cemetery Association to Equitable Estates Corporation, dated September twenty-fifth, 1923, and recorded October fourth, 1923, in the Office of the Register of Deeds, of Camden County in Book 548 of Deeds at Page 283, etc., purporting to convey the property above described as the Cooper Homestead Farm, situate in the Township of Delaware, County of Camden and State of New Jersey, be and the same hereby are set aside, annulled and for nothing holden so that the title of the complainant, Helen C. Douglas, now Aleck, to the above described premises be and the same hereby is absolutely discharged of any lien, encumbrance or claim under or by virtue of the aforesaid deeds, conveyances or declaration of trust.

And it is further ordered, adjudged and decreed that the assignment of an agreement between the Fernwood Cemetery Association and Charles Cooper Spear dated December thirty-first, 1907, which assignment was made by Helen C. Douglas as attorney for Charles Cooper Spear to the Equitable Estates Corporation under date of June twenty-second, 1920, and recorded in the office of the Register of Deeds of Camden County, June twenty-eighth, 1920, in Book 472 of Deeds, at Page 53, be and the same hereby is set aside, annulled and for nothing holden so that the title of the complainant in and to the premises hereinbefore described be and they are

hereby discharged of any lien, encumbrance or claim by reason of said assignment.

And it is further ordered, adjudged and decreed that the defendant, Charles Cooper Spear and the defendant, The Equitable Estates Corporation, either or both of them, surrender and deliver to the complainant or her solicitor all, each and every of the aforesaid deeds, declaration of trust and assignments hereinbefore particularly referred to and also deliver to the complainant or her solicitor the two deeds to the complainant for the premises hereinbefore described and recorded by the defendants, Charles Cooper Spear and Equitable Estates Corporation, or one of them, in the Office of the Register of Deeds of Camden County on June twenty-eighth, 1920, in Book 472 of Deeds at Page 50 and Book 472 of Deeds at Page 52 if in their or either of their possession.

It is further ordered, adjudged and decreed that the counter-claim of the defendant, Charles Cooper Spear, in which he prays for specific performance of an agreement dated November twentieth, 1922, between the complainant, Helen C. Douglas and said Charles Cooper Spear relating to the above described property and purporting to convey some interest therein to said Charles Cooper Spear be and the same hereby is dismissed.

And it is further ordered and decreed that anything herein stated or adjudged shall in no way fix, settle or determine the rights of the defendants, Locustwood Cemetery Association and the Locustwood Cemetery, Inc., if any, in the lands and premises above described, which rights are all said to exist by virtue of the terms of the following, to wit: deed dated December thirty-first, 1907, made by and between Charles C. Spear and the Fernwood Cemetery Association, recorded in the Office of the Recorder of Camden County in Book 323 of Deeds

Page 610, and the agreement dated July twenty-third, 1923, made by and between Locustwood, formerly Fernwood Cemetery Association and Locustwood Cemetery, Inc.

It is further ordered and decreed that the lien for compensation for services heretofore reserved to Herbert J. Koehler shall not be affected by this decree.

It is further ordered and decreed that the complainant have her costs in this matter to be taxed against the defendant, Charles Cooper Spear and that execution issue therefor.

E. R. WALKER,
C.

Respectfully advised:
E. B. Leaming, V. C.

(FILED 5-14 1925.)

Final Hearing on Bill to Set Aside Conveyances.

CONCLUSIONS.

JOS. BECK TYLER, ESQ., for complainant.
DAVID R. ROSE, ESQ., for defendant Spear.
HON. LEWIS STARR, for Locustwood Cemetery, Inc.
HON. WILLIAM T. BOYLE, for Locustwood Cemetery Ass'n.

LEAMING, V. C.:

The purpose of the bill is to restore to complainant the legal title to three several properties which she conveyed to the Equitable Estates Corporation, June 22, 1920.

I think it clear that on that date these properties were owned by complainant and not by her son, who now claims that he then owned them. For many years they had maintained strong and mutual affection as mother and son with little if any care to measure or perpetuate obligations arising from their financial transactions. Their mutual purpose and expectation appears to have been that the mother should own and enjoy the properties so long as she lived and that they should then pass to her son as her heir. I am unable to believe that financial aid extended by the son to his mother was with a purpose to acquire any legal or equitable estate in any of the properties.

Defendant Equitable Estates Corporation was formed to take title to these properties and upon the conveyances being made by complainant to that corporation on the date named its stock, except what is

known as qualifying shares, was issued in the name of the mother and son in this manner: "Charles C. Spear and Helen C. Douglass, jointly, with full right of survivorship." No question has been raised touching the power of a corporation to issue its stock in this manner or touching the estate thereby created in the two persons to whom the stock was issued; but the practical effect was soon discerned by complainant when it was found that she could no longer control the property without the co-operation of her son.

Complainant is a woman who enjoys a high degree of intelligence, and her memory and mental powers at this time appear to be but little impaired. But it is as clear as the obvious can be made clear that to an extreme and unfortunate degree she possesses a tendency to place implicit confidence in those whom for the moment she trusts; throughout the long series of transactions disclosed in this case this has been clearly manifest. Pending this suit against her son, and on the eve of the day it was first set for trial, a short period of personal contact of complainant with her son induced her to seek its dismissal in his behalf and to join with her son in hostility against her husband; and shortly thereafter, pending a refusal of this court to dismss the suit without investigation as to whether it was complainant's voluntary act, a short period of contact of complainant with her husband lead her to renew her trust in him and to again press her claims against her son.

It is difficult to ascertain exactly what transpired when these three conveyances were executed by complainant to the Equitable Estates Corporation; but I think it can be stated with reasonable certainty that their execution represents more nearly the purpose and will of complainant's son than her purpose or will, and does not in any substantial sense represent her voluntary or intelligent acts. I am

satisfied that she was not advised and did not know or understand and was given no reason to believe that the transaction was irrevocably placing beyond her control or beyond her right of absolute enjoyment all the property which she owned and which she had so long enjoyed; whereas in its operative effect the transaction strips her of all right of control or present enjoyment except as her son shall dictate through his control of the board of trustees of the corporation. The extent to which her right of enjoyment is lost is best seen by the conveyance which the son thereafter caused the corporation to make with a purpose to put the title in others; that conveyance, however, was ineffective to accomplish its purpose by reason of the lis pendens filed herein. The conveyances here in question properly may be classed as conveyances of all of complainant's property made without consideration and without independent advice and without adequate knowledge of their operative force and effect, which conveyances substantially inured to the benefit of complainant's son and which were procured by the son through the exercise of his influence over his mother, which influence was made possible by reason of her extreme confidence in him. Complainant should be relieved from their operation. Any suggestion that defendant corporation, as such, was the recipient of the legal title under the conveyances and is immune from attack because it did not participate in their improper procurement is untenable. In the circumstances disclosed by the evidence in effect the corporation may be said to have been a mere recipient of the legal title for the benefit of complainant and defendant to whom the stock was to be issued under the plan devised by the complainant's son.

Under date of November 2nd, 1917, a paper which has been referred to as a declaration of trust appears to have been signed by complainant in which

she declares that all the three properties here in controversy belonged to her son. I am convinced that it was neither a fact nor the understanding of either complainant or her son at that time or at any other time that these properties were owned by the son. At that time complainant's then husband had long been absent and complainant feared he might be alive. To say the least complainant's son did not discourage that fear on his mother's part. The protection of these properties from any such claim had long been complainant's aim, and various plans had been devised for that purpose. This was one of them. I am convinced that in the circumstances disclosed by the evidence touching the execution of this so-called declaration of trust it cannot be accepted as substantial evidence of the ownership by the son of the properties in controversy. Indeed the instrument which complainant signed contemplated her enjoyment of rights practically co-extensive with a fee. These rights are now denied to her if the conveyances to the Equitable Estates Corporation stand. I am unable to believe that either the conveyances to the Equitable Estates Corporation or the assignment of a contract which was made at the same time or the declaration of trust executed prior thereto represent voluntary acts or deeds of complainant.

To set aside instruments which appear to have been executed with all the formalities required by law, clear evidence of their infirmity should be required; the evidence in this case fully convinces me of the facts which are made the basis of this decision.

A decree will be advised pursuant to the conclusions here stated.

Submitted: March 30th, 1925.
Determined: May 7th, 1925.

IN CHANCERY OF NEW JERSEY.

Between:
HELEN C. DOUGLAS,
Complainant,
and
CHARLES COOPER SPEAR,
Defendant.

On Bill, etc.

Camden, N. J., Feb. 5, 6, 9, 11, 1925.

Hearing of the above matter at the Chancery Chambers, Camden, N. J., on the above dates, before his Honor, E. B. Leaming, Vice Chancellor.

APPEARANCES:

JOSEPH BECK TYLER, ESQ., for Complainant.

DAVID ROSE, ESQ.,
WILLIAM T. BOYLE, ESQ., for Defendant.

I hereby certify the following to be a full, true and complete transcript of the evidence taken by me as official stenographer of Edmund B. Leaming, Vice-Chancellor, in the above entitled cause.

Fred W. Albert, Jr.

THE CASE FOR THE COMPLAINANT.

THOMAS E. FRENCH, ESQ., Sworn.

(Defendant's Witness.)

BY MR. ROSE:

Q. Mr. French, you are an attorney and counsellor at law of the State of New Jersey? A. Yes, sir.

Q. Practicing at 106 Market Street, Camden? A. Yes.

Q. Do you know Mrs. Aleck and Charles Cooper Spear? A. Yes.

Q. I will have to tarry for a minute until I can find the paper here. Mr. French, I show you a paper written in your handwriting, dated February 25, 1907, and I will ask you to read that and tell the Court what it is. A. This is in my handwriting. It is as follows: "Camden, N. J., February 25, 1907. The assignment of mortgage and decree made by John A. Scanlan to me dated February 23, 1907, transferring mortgage made by Josephine C. Browning to George G. Green, recorded in the office of the Register of Deeds of Camden County, New Jersey, in Book 33 of mortgages, Page 611 &c., was made to me only for convenience. the money being paid by Dr. Charles C. Spear, of New York City, and said mortgage and decree being held for him. Thomas E. French. (Seal.) Witness: Cyrus D. Marter."

Q. Do you remember how much Dr. Spear paid at that time? A. I do not.

Q. I show you a statement on the letterhead of

New Jersey State Library

French & Richards and ask you to tell the Court what that is, please? A. It is a bill to Dr. Spear from French & Richards for expenses with respect to the Locustwood Cemetery Association; I haven't any recollection of it except we did represent Dr. Spear in connection with the Locustwood Cemetery Association. The handwriting at the bottom of the receipt is in my handwriting and the firm name is signed by me.

Q. Can you recall whether or not that bill was for expenses in connection with the foreclosure of the Louis Bergdoll Brewing Company mortgage? A. I think it was, but I am not dead sure.

Q. "Costs of execution Bergdoll Brewing Co. v. Cotter," does that refresh your memory? A. I don't know whether the Bergdoll Brewing Company—I can't remember clearly about it; there were two or three forclosures, but whether the Bergdoll Brewing Company foreclosed I am not sure.

Q. But Dr. Spear paid you the amount stated in the bill, did he? A. I am not sure. I think all the money in this matter ever paid to me, that is, in 1907, or after that, was paid by Dr. Spear.

Q. I show you a check drawn to the order of French & Richards on the Camden National Bank, September 14, 1907, for $727.74, signed by Charles C. Spear, and endorsed French & Richards" and ask whether you received that? A. Yes, and the endorsement is in my handwriting.

CROSS-EXAMINATION.

By MR. TYLER:

Q. Mr. French, the records show the bill was filed December 13, 1901, and the Sheriff's deed was about six years later, October 9th—dated October 8, 1907, and recorded October 9, 1907; do you recall why the

matter was held in abeyance for six years? A. I do not know.

Q. The record shows it was filed for the Louis Bergdoll Brewing Company, complainant; do you recall how you came to assign the decree to Charles C. Spear? A. The decree mentioned in that receipt I don't recall.

MR. TYLER: I have sent for the files in this case and they may be here. If they are here it will probably help a lot.

MR. ROSE: I offer these in evidence. (Paper dated February 25, 1907; statement dated September 14, 1907, and check dated September 14, 1907, offered in evidence and marked respectively Exhibits D-1, D-2 and D-3.)

MR. TYLER: I have the original Chancery file entitled "In Chancery of New Jersey, Between Louis Bergdoll Brewing Company, complainant, and Michael Cotter, et als, defendants," which shows that the original bill was filed by Samuel W. Beldon as solicitor, and an order of substitution was filed August 3, 1907, substituting French & Richards as solicitors for the complainant instead of Samuel W. Beldon.

MR. ROSE: Have you the assignment of the decree there?

MR. TYLER: And that the final decree had been entered in this case September 30, 1902.

THE COURT: 1902?

MR. TYLER: 1902. The bill was filed in December, 1901.

MR. ROSE: Will you put in the amount of the final decree as $6,891.00, together with interest and costs?

THE COURT: That is the foreclosure of what mortgage?

MR. TYLER: The $9,000 mortgage, that is the mortgage made by Josephine C. Browning at the time of the partition suit when she took title for Mrs. Douglas.

THE COURT: I know the mortgage. Who bought that in?

MR. TYLER: That was foreclosed and the property bought in by Charles C. Spear, and I am coming now to the assignment of the decree.

THE COURT: That was a prior foreclosure, wasn't it; I don't think he got in until 1907.

MR. TYLER: I don't think he did. Apparently Mr. French, representing Dr. Spear, got into it for the purpose of effecting the assignment of this mortgage; that is, the substitution was filed August 3, 1907. There was an assignment entered October 21, 1902, from Louis Bergdoll Brewing Company to John A. Scanlan. John A. Scanlan was Mrs. Aleck's trustee. There doesn't appear of record in the files of this case any assignment by Scanlan to Spear.

MR. ROSE: No, it wasn't assigned to Spear, it was assigned to Mr. French and held by him as per this written declaration.

MR. TYLER: The only thing in the file shows that this decree was assigned to John A. Scanlan.

MR. ROSE: Will you put the amount of the assignment in there?

MR. TYLER: It is already in. It refers to a mortgage of $9,000, reciting the sum of $2,000 having been paid on it, and a consideration of $7,049.56 paid by John A. Scanlan. As the record stands it is a foreclosure of a mortgage for about $7,000, reduced to a decree in the name of the Louis Bergdoll Brewing Company and the decree is assigned by the Louis Bergdoll Brewing Company to John A. Scanlan. That was the situation up to November 13, 1902. That seemed to complete the proceedings, and they have been in abeyance for about five years, and then there appears of record a substitution of attorneys, substitutiong French & Richards for Samuel W. Beldon, filed August 3, 1907, and shortly after that an execution was taken and filed November 16, 1908.

THE COURT: A what?

MR. TYLER: An execution for the sale of the properties filed November 16, 1908, taken out by—

MR. ROSE: It is returnable October, 1907.

MR. TYLER: I am putting the date it is filed; it appears on there November 16, 1908. It is marked, "Received by Sheriff, October 8, 1907," and the Sheriff has held it for a little over a year and returned it, after probably making a sale, because there appears an order confirming sale made by the Sheriff to Charles C. Spear, which order was filed October 4, 1907.

THE COURT: I would like you to verify the statements as to that, because they are going on the record as facts.

MR. ROSE: I think it is all true.

THE COURT: At this point, with this record to refresh the memory of Mr. French, I think perhaps he could tell us how Mr. Spear appears to have gotten the assignment of the decree and to have made sale.

THE WITNESS:—I haven't any clear recollection about it; I can't testify to that fact. I remember Scanlan was interested in it and Mrs. Spear was interested in it, but the active party was Dr. Spear.

MR. BOYLE: You mean Mrs. Aleck?

THE WITNESS: I first knew her as Helen C. Spear.

Q. There appears to be nothing in the record, Mr. French, which would show an assignment of the mortgage by John A. Scanlan to you; that is the statement which you have read dated February 25th. A. It is possible such an assignment was prepared and they inserted Mr. Scanlan's name in it afterwards, I don't know. I simply know I didn't furnish the money if there was such an assignment made at the time. I don't recollect having the mortgage; I remember I had title to the property at one time.

Q. Do you recall, Mr. French, that probably during that lapse of five or six years, between the entering of the final decree in favor of the Louis Bergdoll Brewing Company, and about the same time an assignment of it by the brewing company to Scanlan, that the mortgage had been practically paid off by Mrs. Douglas, so when it came to be sold there was very little, if anything, due on the mortgage in 1907 or 1908? A. That would appear on the back of the execution if that is true; that is, if we had knowledge of it.

Q. As a matter of fact, you probably wouldn't know that because you didn't get into it until 1907? A. No.

Q. So when the execution was issued in 1907, apparently for the full amount of the decree, you wouldn't have anything to put you on knowledge that, as a matter of fact, Mrs. Douglas had practically paid it off? A. I am not so sure about that. My impression is there was considerable talk about the amount of money due to Mr. Scanlan, but whether it was this time, or previous, I don't know, I don't know.

MR. TYLER: I offer in evidence the file.

MR. ROSE: No objection to it.

(File in the matter of Louis Bergdoll Brewing Company v. Michael Cotter, et als, offered in evidence and marked Exhibit C-1.)

THE WITNESS: If the full amount of the decree was endorsed on the back of the execution I was told that amount was due at the time it was issued.

Q. Who would you be told that by? A. Either by Dr. Spear or Mrs. Douglas, or both of them.

By MR. ROSE:

Q. Mr. French, I show you an order confirming sale of the mortgaged premises in this case, Louis Bergdoll Brewing Company v. Cotter, and ask you in whose handwriting is that order? A. Mr. Richards'.

By MR. TYLER:

Q. Mr. French, I show you a West Jersey Title & Guaranty Company's search, which shows a sale of

this property by Frank C. Somers, Sheriff, to Charles C. Spear under this foreclosure proceeding we have just referred to, and the next item on it is a mortgage by Charles C. Spear to Thomas E. French for $2,500, and an assignment of the same by you to the Camden Safe Deposit & Trust Company; that was a good and valid mortgage, wasn't it, for that amount? A. It probably was made in my name and assigned to the Camden Safe Deposit & Trust Company. I never loaned that amount of money.

Q. Have you no knowledge of the transaction? A. I remember there was such a mortgage.

Q. You remember there was such a mortgage? A. I remember there was such a mortgage.

MR. ROSE: If the Court please, I have two witnesses here from New York, and it will probably take a long while to take the testimony of Mrs. Aleck, and I would like to have permission to put them on now.

THE COURT: If they are short.

MR. ROSE: I feel sure it will take some time.

MR. TYLER: What do you want to prove by them?

MR. ROSE: I want to prove a declaration of trust in 1917.

MR. TYLER: That is necessarily short; no trouble about that.

JULIUS H. KRUSE, Sworn.

(Defendant's Witness.)

By MR. ROSE:

Q. Mr. Kruse, where do you reside? A. I reside at 110 Bloomfield Street, Hoboken, New Jersey.

Q. And on the 3rd day of November, 1917, were you a Commissioner of Deeds for the State of New Jersey? A. Yes, sir.

Q. I show you a declaration, or a paper writing —I can't find the date of it, I will take the acknowledgment—acknowledged the 3rd day of November, 1917, and I ask you whether or not that acknowledgment is in your handwriting? A. Yes, sir, that is my handwriting.

Q. And is that your signature? A. Yes, sir.

Q. And the person named therein as the grantor appeared before you personally at that time? A. Yes, a party of three or four people came in that day.

Q. Did you or did you not make known to the grantor therein the contents of that paper? A. I looked over this paper and asked the lady did she understand what she was signing and she said she did, and I said, "I will tell you what it is," and that was satisfactory to her and she signed her name and I took her acknowledgment.

THE COURT: Did you say you also told her what it was?

THE WITNESS: I asked her first did she know, and to make sure I said, it is so and so, do you understand it that way, it is such and such a paper, and she said she knew what she was signing.

THE COURT: What did you tell her was in it?

THE WITNESS: I looked over this paper, see, it is a deed of trust—I looked over this for three or four minutes and told her just what it was.

THE COURT: Can you remember what you told her?

THE WITNESS: No, but that is the form I use in all cases, see, so they won't sign away something they wouldn't want to sign away. A deed of trust, I outlined it to her, see.

Q. And the grantor therein named acknowledged that she signed, sealed and delivered the same as her voluntary act and deed? A. Yes, and I asked her if that is your name, are you so and so, and she said yes.

Q. Did you ask her if it was her signature? A. Yes, she signed it in front of me.

THE COURT: What is the date of the instrument, Mr. Tyler?

MR. TYLER: The date of the acknowledgment is the 3rd day of November, 1917, recorded in Camden, September 2, 1921, Book 492 of Deeds, Page 79.

THE COURT: What is the instrument, just briefly?

MR. TYLER: A declaration of trust. The instrument is entitled on the back, "Declaration of Helen C. Douglas."

CROSS-EXAMINATION.

By MR. TYLER:

Q. Where is your office, in New York City? A. No, sir, Hoboken. In 1917 I was at 60 Newark Street, Hoboken, that is a few doors away from my present place of business.

Q. What kind of a business did you have there? A. Real estate and insurance.

Q. What kind of a building is that? A. There is a store downstairs and offices on the next floor, the floor I was on, and a family upstairs; you have got the same thing right around here.

Q. Where is your office? A. 60 Newark Street, Hoboken.

Q. What part of the building? A. Second floor, one flight up.

Q. What part of the second floor? A. Right off the hall.

Q. How many rooms on the second floor? A. Two rooms.

Q. One is front and the other back? A. Two rooms to my office, I had a front room and rear room.

Q. How many altogether? A. Two other rooms occupied by some mail order man on the other side of the hall.

Q. That means four rooms on the second floor? A. Yes, sir.

Q. Which two rooms did you have? A. The two rooms to the westerly side of the building.

Q. All right. Now, does that mean the front of the building or the back of the building? A. They run along the front?

Q. The four rooms run along the front? A. No, the rooms of the other offices run front and back, mine run fronting Newark Street.

Q. What street was this property on? A. 60 Newark Street, Hoboken.

Q. Now, how many rooms were there facing on Newark Street? A. My offices.

Q. In this particular building? A. Three rooms.

Q. Where was the other room? A. To the rear of the front room of the other offices, the mail order man's office.

Q. Where was the hall? A. Right in between; the mail order man here, two rooms, and I had two rooms to the other side, and there is your hall.

Q. Did all the rooms open on the hall? A. All what?

Q. Did all the rooms open on the hall? A. No, sir, just one entrance for each two rooms on the hallway, just one entrance.

Q. But there were three of these rooms in the front of the building facing on Newark Street? A. Yes, and the two rooms I occupied were together, with just one entrance, one room here and the other room here.

Q. And they were both in the front of the building facing on Newark Street? A. Yes, sir.

Q. And there was another room facing on Newark Street in the front of the building? A. In the other office.

Q. What was this, a frame or brick building? A. Brick building.

Q. And upstairs was the family living? A. On the top floor, third floor.

Q. A three-story building? A. Yes, sir.

Q. Where was the entrance to the second floor? A. To the second floor—from the street?

Q. From the street? A. From Newark Street, 60 Newark Street.

Q. How did you get up, describe the entrance? A. Go to 60 Newark Street and go up a flight of

stairs, and on this side my office and on the other side the other man's.

Q. There was a store downstairs, what kind? A. An ice cream store.

Q. And on the side of that was a little hallway entrance? A. Yes, sir, and alongside of that was a boot-black and cleaning parlor.

Q. How wide is this entrance downstairs? A. I should judge six or seven feet wide.

Q. How wide was the store? A. About fourteen feet, I guess.

Q. About a twenty foot building, six foot hall and fourteen foot store? A. Sure.

Q. About twenty feet? A. Yes.

Q. And that twenty feet upstairs was divided into three offices? A. Two offices.

Q. Two on the front? A. Yes.

Q. I thought you said three? A. Yes, three on the other side of the hall, two buildings tied up together with one hallway.

Q. I ask you whether there were three offices facing Newark Street? A. Yes, sir.

Q. So there were three windows and each office had a window, is that right? A. One of my rooms had two windows.

Q. One had two windows? A. Yes, sir.

Q. How wide are your offices? A. My offices? I should judge one might have been eight foot and the other might have been fourteen—not fourteen, about ten feet. One was a little larger than the other.

Q. How wide was the third office facing on the front? A. That might have been about twelve feet.

Q. So you had one office eight feet, and the next one how large? A. About twelve.

Q. That is twenty; and the third one how large? A. About ten or twelve, I don't know, I never measured it.

Q. Making thirty or thirty-two feet on the second floor across the front? A. Yes, sir.

Q. What kind of a building was next door? A. That was the windup of the buildings on the block; there is a court in between.

Q. And on the other side what was next door? A. The other side was a yard with a—

Q. So this building sat by itself with a yard on one side and a court on the other? A. A street on the other.

Q. And a street on the other? A. Yes, sir.

Q. Was that joined to or communicating with another building? A. My particular building?

Q. Yes. A. Yes, there was another building to this side, the westerly side; altogether there is about, I should judge, 80 feet of building running from Washington Street opposite the City Hall along Newark Street to Court Street.

Q. As I understand you, on Newark Street your building faces, No. 60? A. Yes.

Q. And on one side of the building there was a court, that is, an open space? A. Yes, sir.

Q. And on the other side a yard? A. No, the rear of my office was a yard.

Q. On the other side of the building, what was there? A. Another building.

Q. Another building? A. Yes, sir.

Q. A brick building? A. Yes, sir.

Q. And who occupied that? A. Let me see—they have changed occupants at different times—there are a couple of lawyers there.

Q. That is not in any way connected with your building? A. No, sir, the entrance was on Washington Street.

Q. Who was in the office with you when Dr. Spear came to you with this instrument? A. I can't say, I don't remember anybody; I don't remember whether there was anybody in the office or not.

Q. Might have been nobody? A. Yes, and then again there might have been some people there.

Q. How long did you know Dr. Spear? A. Didn't know him until he came and introduced himself and introduced the lady, and then I guess there was some—

Q. Had you ever seen him before? A. No, sir.

Q. Never saw the lady before? A. No, sir.

Q. What time of the day was it? A. I can't remember now.

Q. Was it in the morning or afternoon? A. I can't truthfully say.

Q. What time are you usually at your office? A. I am in and out all day long between nine o'clock in the morning and seven or eight at night.

Q. So it might have been as late as seven or eight at night? A. Yes, and it might have been nine o'clock in the mornng, I can't tell; I didn't enter the time, I didn't enter the time.

Q. You are quite sure previous to that time you never knew Dr. Spear? A. No, sir, or I never met the lady before.

Q. When you certified that this particular lady had personally appeared before you all you knew was what the parties said to you at that time? A. Yes. I asked her if she was so and so.

THE COURT: Do you see her in the court room?

THE WITNESS: I don't remember her; I couldn't say so. I have been very active in my business and I have met a lot of people and it is hard to memorize the people.

Q. Do you see Dr. Spear? A. Yes, I see him, he is sitting in the back.

Q. Have you seen him since then? A. Yes, sir.

Q. On how many occasions do you suppose? A Just once, in response to his request that I come here and testify to the fact I had taken that acknowledgment, that is all.

Q. You do remember at this time sufficiently to identity and point out Dr. Spear, don't you? A. No, sir.

Q. I thought you just did? A. I met him, he got me on the 'phone and asked me to testify in this matter that I had taken an acknowledgment to some instrument.

Q. I think you misunderstood me. You do today recognize Dr. Spear? A. I do by reason of the fact I met him here six weeks ago when the case was to come up.

Q. And the other party to this instrument— A. I haven't met them since.

Q. And you can't identify them? A. No, sir.

THE COURT: How many people were in the party?

THE WITNESS: There were either three or four. There was some young girl with them, I believe—I don't know whether she was connected, she wasn't a relation, but she seemed—I have got a dim recollection that she was a protege of the family, or servant, she wasn't a direct relation.

Q. Do you recall that there was a woman in the party who would probably be taken for a colored woman? A. I believe that is the woman.

Q. You would say she was a colored woman? A. There was something said, I believe, about her color at the time.

Q. Do you recall what was said? A. I will tell you what recalled the case was the fact that they asked for a seal, and I took it as a Commissioner of Deeds, and I told them there was no seal necessary. In fact, I had none.

Q. You said you had a discussion about the colored woman; what was said? A. No, she just happened to be one of the parties present at the time.

Q. That would make three? A. Yes.

Q. Who else, anyone else? A. I don't remember whether there was anybody else.

Q. How long have you been a Commissioner of Deeds? A. About twenty-one and a half years; I went into business a little over twenty-two years ago, and five or six months after I got my appointment.

Q. Are you still a Commissioner of Deeds? A. No sir. I was a Commissioner of Deeds and Notary Public, and afterwards I was advised that a Notary had the same powers and not to bother with it.

Q. When did you write this acknowledgment on the paper? A. In their presence, when she was ready to sign it; she might have signed first.

Q. Now, do you know Charles L. Pierce? A. No, sir, I don't believe I have met him; I don't know.

Q. Did you notice that the instrument had already been signed by Charles L. Pierce, Notary Public of New York County? A. I don't remember.

Q. You don't remember that? A. No, sir.

Q. Don't you remember asking any questions? A. I asked quite a number of questions.

Q. Did you ask why this instrument had already been sworn to before some other Notary Public? A. I don't remember whether I did or not.

Q. You don't remember that? A. No, sir.

Q. And you are quite sure you can't recall what you told Mrs. Douglas that instrument contained, can you? A. I told Mrs. Douglas the same as I tell any other party that comes into the office.

Q. Leaving out your general statement as to what you usually make, can you recall what in this particular case you told Mrs. Douglas the instrument was? A. I first asked her did she understand what kind of a paper she was to sign, I said, "This is a deed of trust, do you understand what it is?" and she said she did.

Q. Now then, what did you say then? A. I asked her again, "Are you perfectly sure you know what you are signing?" and she said yes, and I said "Go ahead and sign then."

Q. Is that all that was said? A. And I took her acknowledgment. No, I went further, I looked over the paper for a couple of minutes and told her what was in the paper.

Q. What did you tell her? A. A deed of trust, and I went into details.

Q. Tell us, if you can, what you told her, these details you went into, let us have each and every one of them, please. A. I can't say any more than whatever was contained in that paper was conveyed to her at that moment.

Q. That is, conveyed to her by you? A. Yes.

Q. That is, you told her in your own words? A. Yes, sir.

Q. What was in it? A. Yes, sir.

Q. Is that the idea? A. Yes, sir.

Q. What did you tell her? A. I told her—I gave her a brief synopsis of what was in the paper; I can't tell you word for word.

Q. Tell us in substance what it was? A. It was a deed of trust respecting certain properties.

Q. What property? A. Described in that paper; I haven't seen that paper since.

Q. You don't know what property is in it? A. No, I haven't seen the paper; I have just been shown that paper.

Q. But you did see it and examined it carefully? A. Yes, sir.

Q. And you examined it so carefully you could make a synopsis of it in your own words? A. Yes.

Q. And therefore you must have read it over yourself? A. I did; yes, sir.

Q. Now, do you know what property it refers to? A. No, sir; I can't tell you now.

Q. Do you know what the interest of the parties are? A. I can't tell you now.

Q. Do you know what the effect of the instrument is? A. No, sir.

Q. Are you a lawyer? A. No, sir, but I have had a lot of dealings in law matters and with lawyers.

Q. You wouldn't undertake to interpret and advise Mrs. Douglas as to what the effect of that instrument was, would you? A. I have done that in a good many cases.

Q. You wouldn't say, not being a lawyer, you would be competent to interpret this particular instrument and tell the parties their rights? A. If they come to me on something that I have to take an acknowledgment to which isn't clear to me, I will ring up a lawyer; all I have to do is 'phone and get them from across the street.

Q. You mean to say if you didn't understand this instrument yourself that you would ring up a lawyer and get him in to explain it to you? A. Yes, of course; seeing that the lawyer is paid for his trouble.

Q. You wouldn't do that unless the parties requested it? A. I wouldn't take the acknowledgment unless I thought it was all right.

Q. I ask you if you would bring in a lawyer to explain to the parties the purport of the instrument without being requested by the parties to do it? A. No.

Q. Did anybody request you to bring in a lawyer to explain this to the parties? A. No, sir.

Q. So that wasn't done? A. No, sir.

Q. The only thing you attempted to do was to state what the instrument contained, isn't that it? A. Yes, but I was very thorough, too.

Q. But you didn't attempt to state to them and interpret the instrument and tell either party what the legal effect of it was, did you? A. What the legal effect—no, I couldn't tell her any more than what she was signing.

Q. But you wouldn't attempt as a Commissioner of Deeds to interpret or advise the parties as to the legal effect of what they were doing? A. No, sir; not the legal effect, all I could tell her was what she was entering into.

Q. The most you could do was to tell her what was in the paper? A. Yes, sir.

Q. And that is all you undertook to do? A. And I made it plain and clear.

Q. That is all you undertook to do, wasn't it? A. No, I went further, I went further and told her very clearly what was in the paper.

Q. That is what you undertook to do, tell her what was in it? A. Yes, sir.

Q. And that is all you undertook to do? A. Sure.

Q. Now, you are still of the opinion, although having told them so carefully as to what the paper contained, it is absolutely impossible for you to tell what is in it at the present time? A. Yes, sir.

Q. Although you remember distinctly the occasion of them coming there, Dr. Spear, a colored woman, and another woman, you remember that? A. And one did sign the paper.

Q. You remember that? A. Yes, sir.

Q. Who came up to the office first? A. They all came together.

Q. Who told you what you were to do? A. I don't remember now who did the talking, I suppose it was Dr. Spear.

Q. You think whatever explanation was made about the acknowledgment was made to you by Dr. Spear? A. No, I was asked to take an acknowledgment.

Q. Asked by whom? A. I don't remember.

Q. This 60 Newark Street, how far is that from—this is in Hoboken, isn't it? A. Yes, sir.

Q. How far is it from the ferries? A. The Lackawanna Ferry?

Q. Yes. A. Oh, I guess about 1200 feet.

Q. 1200 feet? A. Yes.

Q. What other ferries are there running from Hoboken to New York? A. There is the one running to Barckley Street, another to Christopher Street, and another one to Twenty-third Street, all running form this point.

Q. In Hoboken? A. Yes, sir.

Q. What streets is it they run from? A. New York?

Q. Yes. A. Barckley, Christopher, Twenty-third.

Q. That is the point in New York; what street do they run from in Hoboken? A. The foot of Newark Street, it is Hudson Place.

Q. Did you say someone called you on the 'phone and said they would be there to take the acknowledgment? A. No, sir; they called me up to testify here as a witness.

Q. Are you the nearest Commissioner to the ferry? A. There are other Notary Publics but none of them display any sign, or anything of that sort, and I have got that on my sign along with the real estate, and I suppose that is what brings me more business.

MR. ROSE: Mr. Bird is from New York, if the Court please, and I would like to put him on, and then we will let the case go on in its usual way.

THE COURT: All right.

HOBART S. BIRD, sworn.

(Defendant's Witness.)

By MR. ROSE:

Q. Mr. Bird, where do you reside? A. Tuckahoe, New York.

Q. You are an attorney and counsellor-at-law of the State of New York? A. I am.

Q. Do you know Mrs. Helen C. Aleck and Charles Cooper Spear? A. I do.

Q. How long have you known them? A. A few years; since about 1919 or 1918, I am not sure of the date.

Q. Were you employed by them or either of them to incorporate a company to be called the Equitable Estates Corporation? A. I was.

Q. Was Mrs. Douglas present at the time of the incorporation? A. At the time of the signing of the articles, you mean?

Q. Yes, sir. A. I think so; I wouldn't be positive of that, but I think she was.

Q. Where were the meetings held in regard to the incorporation of the Equitable Estates Corporation? A. In my office.

Q. Were there many meetings in your office? A. Regarding the technical matter of incorporating?

Q. Incorporating and the transactions of the business before and after its incorporation? A. I don't think there were many meetings, much said about the technical matter of incorporating; there was a great deal of discussion about what should be done in regard to the property and about organizing the corporation.

Q. You said that Mrs. Douglas—Mrs. Aleck and her son were present at the time of the incorporations? A. I think so; the articles of incorporation will show who signed it.

Q. Were you present at the time that the certificates of stock of the company were issued? A. I think I issued the stock.

MR. ROSE (to Mr. Tyler): Will you let me have that certificate just a minute? That certificate of stock.

MR. TYLER: I will give you a photographic copy.

MR. ROSE: I would like to have the original.

MR. TYLER: We will have to produce it tomorrow.

MR. ROSE: How can he testify from a photographic copy?

MR. TYLER: It is a perfect copy. That is an exact photographic copy of the certificate.

Q. Mr. Bird, I show you a photographic copy of what purports to be a certificate of stock of the Equitable Estates Corporation, No. 2, and ask you in whose handwriting is that certificate? A. I can't tell, I can't answer that.

Q. Do you know who wrote the names? A. I can't seem to recognize it for a certainty; I don't think it is either Mrs. Douglas' or Dr. Spear's, it doesn't look so to me. I can't testify, I can't recognize it.

Q. I ask you to testify whose signature that is as president? A. That is Mrs. Douglas' signature.

Q. And whose signature as secretary? A. That is Mercedes Spear.

Q. Do you know Mercedes Spear? A. Yes, I do. I was mistaken in saying I issued it; I thought I had written it out, but I didn't.

Q. Did you have any correspondence with Mrs. Douglas in relation to borrowing some money on the Collingswood property after the incorporation? A. Yes, I had a great deal of correspondence with her about a great many things.

Q. I show you a letter without date, signed "H. C. Douglas," addressed "My dear Mr. Bird," and ask you whether or not you received that letter from Mrs. Douglas?

THE COURT: The date.

MR. ROSE: Without date.

A. Well, I suppose I did; I received a great many letters from her. This is her signature and her writing.

Q. That is her signature and handwriting, is it? A. Yes. I don't know whether I can remember this particular one. I don't know what it says.

Q. I show you a letter marked "Letter No. 2" without date, and signed "H. C. Douglas", and ask you whether or not that is Mrs. Douglas' handwriting and her signature? A. This is her handwriting and her signature.

Q. I show you a letter dated November 10, 1920, addressed to Hobart S. Bird, Esq., and signed "Helen C. Douglas", and ask you whether that is her handwriting and signature? A. Yes, in my opinion.

Q. You are familiar with her handwriting? A. Yes, sir.

Q. Have you seen her write? A. Yes, sir.

Q. I show you a telegram, Western Union Telegram, dated April 7, 1922, addressed to Hobart S. Bird, and signed "Helen C. Douglas, President," and ask you whether or not you received that in the usual course? A. I think I received that.

Q. Can't you be sure about it? A. Yes, I am quite sure, I remember the telegram.

CROSS EXAMINATION

By MR. TYLER:

Q. Now, the occasion of this telegram was that you were going to convey this property—I mean by you, the Equitable Estates Corporation, to the Girard Trust Company, and give Mrs. Douglas a small income and the principal to go to Spear and his wife? A. It was not. Will you allow me to continue answering the question?

Q. The telegram says, "Don't convey Equitable Estates property to Trust Company without me." What conveyance did that refer to? A. I didn't know very much what conveyance it referred to.

Q. This telegram is addressed to you? A. Yes.

Q. And it says, "Don't convey Equitable Estates property to Trust Company without me," and you say you don't know anything at all about a proposed conveyance to someone? A. No, sir; I don't say that.

Q. Wasn't it proposed to convey this property to some trust company? A. Yes, Mrs. Douglas wanted to convey it to the Girard Trust—I am not sure—

Q. It was your intention to give Mrs. Douglas a small income of some kind and Spear and his wife would get the entire estate? A. No, sir; it was always the intention to do the same thing in every transaction, in every transaction it was always the intention to give Mrs. Douglas a life estate, a life interest in the property, upon the payment of taxes and expenses, and the reversion and remainderman was to go to the Equitable Estates Corporation. It was never suggested otherwise.

Q. Who were the officers of the Equitable Estates Corporation? A. Mrs. Douglas, Mr. Spear and myself, I think.

Q. What office did you hold? A. A director, I think.

Q. Who were the other directors? A. I don't remember who the other directors were.

Q. Do you recall writing to Mrs. Douglas that inasmuch as you were a director and Mercedes Spear was a director and she was a director that under the circumstances she had absolute control of the corporation? A. I do not.

Q. Do you remember writing to Mrs. Douglas that all of this stock was to be issued to her and she was the absolute owner of the Equitable Estates Corporation? A. I do not. I remember that the corporation was to be under the joint control of Mrs. Spear and Dr. Spear, that was Mrs. Douglas' wish, and I said all right; I thought it was all right to do it in that way.

MR. ROSE: Did you mean Mrs. Douglas when you said Mrs. Spear?

THE WITNESS: Yes. It was just a question of contriving some means of accomplishing this purpose so nobody else could get the property away from her that all these talks were had.

Q. Do you know the date that this property was taken over by the Equitable Estates Corporation? A. No, sir.

Q. Did you see the deeds to the Equitable Estates Corporation? A. They were in my office once, I believe.

Q. Did you know they had been recorded? A. I think they were recorded, yes.

Q. Do you know that was in June, 1920? A. I think that is correct; yes.

Q. I show you letter dated August 21, 1920, and ask you if you wrote that? A. Yes, that is my signature.

Q. Addressed to Mrs. Douglas? A. I don't know what the letter contains at all; I haven't the slightest idea.

Q. That is addressed to Mrs. Douglas, isn't it—look at it. A. Yes, it is.

Q. I am going to read that letter to you. "Your letter in which you state that Charles and I control the Equitable Estates Corporation and regretting that I cannot get a second mortgage for you on your house in Collingswood, just received. Now the stock of the Equitable Estates Corporation has been issued all of it to you and Charles jointly with full right of survivorship, so that if either die, the other shall become the absolute owner of all the stock. The Certificate No. 2 for the ten shares of stock, being all of the stock issued to you and Charles in that way, is dated July 21st, 1920, and I understand that that certificate is in your possession. It is not in my possession. If it is not in your possession then Dr. Spear must have it. The directors of the corporation are

yourself, Mercedes Spear and myself. The control therefore seems to be very much in your hands. I hold a power of attorney and proxy to vote Charles's interest in the stock and as you and I are a majority of the directors, we, acting together, could do anything that is necessary. It was not any legal difficulty in executing a mortgage that I referred to, but the difficulty in getting anyone to lend the money. You can hardly expect anyone here to do that, as I said it would have to be some local man. I am very sorry I cannot help you in this matter as I am always willing to help you in any way I can, but this is entirely beyond my power. Yours very truly, Hobart S. Bird." You understood that two of the directors controlled the corporation? A. Whatever I said in that letter was a fact; I don't know.

Q. You understood, didn't you, as a member of the Bar, that two of the directors could control the operations of the corporation? A. Yes, sir.

Q. So whoever you worked with, either Mercedes Spear or Mrs. Douglas— A. Two out of the three would control, I knew that.

MR. TYLER: I want to offer that letter in evidence.

(Said letter marked Exhibit C-2.)

Q. You wrote that letter on August 27, 1920? A. Yes, sir.

Q. This letter of August 27, 1920, is as follows: "Your letters about your house in Collingswood and asking me to get you a loan of at least $3,000.00, duly received. I suppose you cannot realize I am utterly unable to do this, but that is a fact. The banks here will not loan even on Liberty Bonds. I just had an experience for a client with the National City Bank of a large loan secured by Liberty Bonds and stock exchange securities, and while the security was not

questioned, the loan was called and would not be renewed because of the money stringency. That is the situation everywhere. It seems to me that the thing for you to do is to sell the house. Now is certainly a good time for a sale. Prices were never higher for residential property. The fact that it is not completed should not prevent you from making a sale. The purchaser who is lookng for a good dwelling will be glad to complete the house. Put it in the hands of a good agent, give him a fair price and I am sure that a purchaser will appear. You can invest your money to much better advantage and part of your present difficulties will be solved. Of course you may have some personal object in it that I don't know anything about, but as far as I can see that would be the best thing to do. Yours very truly, Hobart S. Bird." That referred to the Collingswood property on which she wanted to get a $3,000 mortgage, didn't it? A. Yes, I think so.

Q. On August 27, 1920, you told her the best thing to do would be to sell the house and invest the money in some other way? A. You mean by the letter?

Q. Well, that is how you understood it? A. The letter is there, yes.

MR. TYLER: I offer the letter.

(Said letter marked Exhibit C-3.)

Q. In August, notwithstanding you knew the title to this property had been conveyed to the Equitable Estates Corporation, the deeds had been recorded, and that Mrs. Douglas couldn't make any conveyance or mortgage the property herself, you advised her the thing for her to do was to sell the house and take the money and invest it in other securities? A. No, she could have, she and Dr. Spear owned the corporation. The holder of the title was the Equitable

Estates Corporation; Mrs. Douglas had a life interest in the property, and had the use of it and all the profits during her life, and Dr. Spear had the remainderman; that was the understanding all the time; the corporation was merely a means of holding the title after means were proposed and other means had been adopted in the past, and when I referred to her property I, of course, referred to the property as it was, that it all.

10

THE COURT: How is that, she had a life estate with the power of disposition?

THE WITNESS: He didn't even object to that; she could dispose of it whenever she wanted to, just so she didn't lose the property to somebody who was a stranger to the family, that is all. She wanted to protect the property from him and he wanted to protect it from her.

20

Q. You also understood she could take the proceeds of it and invest it? A. Yes.

Q. And had the absolute control of the sale, mortgage, or disposition of the property of the proceeds therefrom? A. I can't quite answer that yes or no; I must state my recollection of it. Dr. Spear, as far as I know, never objected to her selling the property; if she wanted to sell he would be glad to join in the sale. The only thing that was in his mind was to pre-
30 vent Mr. Aleck from getting the preporty and taking it away from her. There was nothing else in our minds or in Mrs. Douglas' mind, as far as I know. I had many conferences with her and we were very confidential; she was a very intellectual woman, had a highly educated mind, and we discussed many problems. We had lunch together with Dr. Spear and Mr. Aleck also present a good many times. I wasn't serving as an attorney, more as a friend; she

was recommended to me by a Philadelphia citizen in the newspaper business asking me to help these people out.

THE COURT: Don't you think you are going outside the scope of the question?

THE WITNESS: Yes, I am.

MR. TYLER (to Mr. Rose): Let me see the letter addressed by Mrs. Douglas, May 10, 1921, to Mr. Bird.

MR. ROSE: I think it is on the desk; I don't know which one it is.

MR. TYLER: I can tell by looking at it. Have you the original of that letter there?

MR. ROSE: No, sir.

Q. October 28, 1920, did you write that letter to Mrs. Douglas? A. Yes, sir; that is my signature.

Q. Letter dated October 28, 1920. "Your letter about the conveyances from Miss Wesley of your residence property is at hand. You know, I am sure, that the Equitable Estates Corporation will execute any mortgage that you want it to. I still do not think that anyone is trying to defraud you or deprive you of your home. If the objection to the title is that your deed is not joined in by your husband, then you will have to prove the legal death of your husband by showing his absence and not having been heard from over seven years. There is also a provision in the New Jersey law, as I understand it, for a wife conveying her property without the consent of her husband when the husband has abandoned her or is living apart from her. I doubt if the Title Company objects on this ground, therefore. There was also a new law

passed in New Jersey dispensing with the necessity of the husband's signature to a deed of the wife's separate realty. Why don't you ask the Title Company to write me what they want, if anything, in addition to a bond and mortgage executed by the record owners of the title, the Equitable Estates Corporation. If the defect which the Title Company complains of is that the conveyance went through you, it would do no good to convey back to Miss Wesley. At any rate I am sure the Company will do anything that is necessary to enable you to get the money. I am sure of that. All I can say at the present is that if you would have the Title Company or somebody else write me telling me what they require to pass the title, I'll see if I can furnish them with whatever they desire. Yours very truly, Hobart S. Bird."

MR. TYLER: I offer that in evidence.

(Said letter marked Exhibit C-4.)

Q. Did you write that letter, November 16, 1920, to Mrs. Douglas? A. That is not signed; I would have to read it, I guess, to recall that.

Q. Read it. A. It is a long letter on my letterhead; probably I dictated it and wasn't there to sign it.

Q. Suppose I read it. "November 16, 1920. Dear Mrs. Douglas: I was in Camden all day Monday looking after the matter of the title. I saw Mr. Casselman, Mr. Horace T. Nixon, Mr. Edwin G. Scovel, the Water Company, J. Charles Winters, but I was unable to see Miss Wesley. I waited for her until half past five, but she did not return to the office. Mr. Casselman is very obstinate about the title. I went prepared with the laws and decisions. His objection simmered down to a possible estate by cour-

tesy which Mr. Douglas might have in your real property. This estate never matures or comes into being at all except when there is issue of the marriage. Mr. Casselman's theory, which seems to be ridiculous, is that as long as life remains there is always in law a possibility of issue, even if not in fact. While he admits that the proposition leads almost to an absurdity, he says that when they ask to insure a title, they ask not only to insure that the title is good but that the title is marketable. He said that the title must be marketable, one that is saleable. Now, then, since the title company has rejected the title, and no matter how shallow the pretext for so doing is, the Esterbrook attorneys will not accept the mortgage without the defect which the title company complains of, being removed. Now there remain the following methods of proceeding to remove the defect and clear up the situation and it remains for you to decide which is the more preferable from your standpoint. First. You could obtain a divorce from Mr. Douglas upon the ground of abandonment and non-support, which grounds could be easily proven and would probably not be contested, and this would leave you free at all times to receive title and convey the same and act entirely as a femme sole. The expenses of procuring this divorce would be $175.00. This does not require an attorney of any great skill. It requires simply following the statute, and so I went to Mr. Edwin G. Scovel, a young attorney, at 314 Market Street, who agreed to do this for that sum, which sum would cover all of the expenses. I could supervise the matter if he were the attorney of record. Second. The next method would be to cause the present mortgage to be assigned to some other investor who would extend the time. This can be done at any time you desire, by paying the broker's commission, of 3% brokerage, and said expenses in all would amount to $68.00. This would

give you immediate relief and remove all immediate danger. I understood from your letters that you could not do this heretofore. I found out, however, that it can be very easily done and at any time you desire. There are people always ready to take a mortgage like this and all you have to do is to ask a broker to get it for you. If this were done, you would still be facing the bills represented by Mr. Winters, the carpenter's bill of $421, and the paperer's bill for $120. I saw Mr. Winters, therefore, to see what could be done with these items. I explained to him that he could not succeed in attaching any lien to the house on account of these bills, because the owner of the property, the Equitable Estates Corporation, did not consent to the improvements and that therefore there could be no lien. He seemed quite discouraged at this aspect of the case, which evidently had not occurred to him before. I suggested to him therefore that we might give a mortgage for these items, a second mortgage, and he said that he would see his clients and let me know if they are willing to do that. This method really has two aspects, the first presents no difficulties, and the second depends upon the attitudes of these lienors. As a matter of fact, you might put up a pretty good fight against a lien attaching on the grounds that I stated. Third, the next method would be to allow the first mortgage to go to foreclosure. The costs of a foreclosure proceeding of this kind I looked up and I find that they will amount to $175.00. In this proceeding the liens of Dawson and Joyce could also be determined by referring the matter to the referee. The Water Company has no lien. Fourth. Another method, of course, of clearing up the matter, would be to find Mr. Douglas and get his signature. I was told by the title company that this might not be difficult to do if you give such information as you had, as to his relatives and his whereabouts when last known

to you. There would be no fear that he would hold anybody up. He has no estate or interest in your property and he could not demand anything. So it would not make any difference if he should attempt to make a claim for he never could succeed. On the contrary he might be willing to sign, and depending upon what kind of a man he is, either for a small consideration or for nothing. I will take up these matters with the corporation and I would like very much to hear from you as to what your preferences are, if any, concerning the foregoing methods. I went to see the water company, and it appears, according to their record and the meter which they have in their possession, that that amount of water was consumed, $51 worth in three months, and that the reason for that was that the spigots were open and the plumbing in disrepair and everything was leaking. If this is the situation I do not see how you can avoid it, whether it was your fault or not. At any rate, this matter is not worth the worry that you are giving it. It would be very much better if you forgot about this bill. If you cannot pay the bill perhaps the corporation can do something, but at any rate, do not worry yourself any more about it now. I think your sickness was probably brought on largely out of worrying, that is often the case, and I am glad now to hear that you are better. If I had time I should have gone out to Collingswood to see you, but my whole day was consumed in Camden, going from one office to another, and examining the records, etc. We have got matters well in hand and there is absolutely no way of losing your property. You couldn't lose it if you wanted to. There is no proceeding that could be taken that will take it away from you, and rest absolutely secure that your interest will be protected. If Nixon should bring a suit to foreclose the mortgage it would not trouble you any. Perhaps it is even the best thing to tell him to go ahead, so do not

worry about these matters. They are all very simple and are such as happen every day in handling property. P. S. We think perhaps the first method is best. Don't tell anyone who the corporation officers are as that will help them to sue, if so disposed." Did you write that letter, Mr. Bird? A. I did.

Q. In your first recommendation to Mrs. Aleck you state if she would get a divorce it would "leave you free at all times to receive title and convey the same and act entirely as a femme sole." You are talking about the Collingswood property? A. Yes, I was talking about the particular question that arose there; that was a defect in the title to the Collingswood house. It was a defect that was raised by the title company, that is what the letter was about.

Q. The unrecorded deed which was recorded by Mr. Spear for the Equitable Estates Corporation was recorded in Helen C. Douglas' name, wasn't it? A. Let me understand now.

Q. The Equitable Etate recorded two deeds for this property, didn't they, one from—the Collingswood property, now? A. I can't remember that.

Q. Did they record two deeds, one from Alice M. Wesley and the other from Douglas to the Equitable Estates? A. I think you are right, but I don't know; I am not sure.

Q. And the question came up as to the validity of the deed from Helen C. Douglas to the Equitable Estates, as to the validity of their title by reason of the fact of her husband not having joined? A. The question was because her name appeared in the chain of conveyances.

Q. And when you say to her if she would get a divorce it "would leave you free at all time to receive title and convey the same and act entirely as a femme sole," you were referring to the Collingswood property? A. The property generally, it would seem so.

Q. When you speak in the last paragraph of the letter, "We have got matters well in hand and there is absolutely no way of your losing your property. You couldn't lose it if you wanted to," you are referring to the Collingswood property? A. Yes, that is what I had in mind, anyway.

MR. TYLER: I offer that letter.

(Said letter marked Exhibit C-5.)

Q. I show you what purports to be a copy of a letter dated May 10, 1921, written by Mrs. Douglas; did you receive the original of that letter? A. I will never be able to answer that question. I remember receiving a letter that started off like this.

Q. Didn't you write her that letter the day before. May 9th? A. I think so, it is signed by my clerk.

Q. "I am very sorry that you feel towards me as indicated in your letter of May 7th"—

THE COURT: What date?

Q. May 9, 1921. "It is useless for me to tell you that I am acting in good faith for it is evident that you do not believe it. I was very anxious to see Mr. Knight. I wanted very much to deal with somebody who represented you. I was in my office all day on that day that he said he would call. I found out later that he had called the day before when I was all upset and moving and going from one office to the other. I was very sorry to miss him. I certainly did not desire to dodge him in any way.

MR. TYLER: I offer that letter.

(Said letter marked Exhibit C-6.)

Q. The letter of May 10th is as follows:—

MR. ROSE: Beg pardon. I must object to it until Mr. Bird identifies it as the copy of the letter which he received.

THE WITNESS: I remember the first part. He wants evidently to get in she charged me with dodging him. I remember that.

Q. So having written about a letter of May 7th, in which you say you did not dodge Mr. Knight, and having seen the reply to this letter which refers to that, doesn't that refresh your memory that you did receive that letter? A. That started off as this letter does, but I won't say the balance is a copy of the letter I received; I don't remember other things that are in there and it may not be a correct copy, I don't know, but I think I do remember that part of the letter.

Q. That is the only one you got that had that in, as far as you know? A. Yes, I think that is the only one.

MR. TYLER: I offer that.

MR. ROSE: I object to it.

THE COURT: It can go in as to the first paragraph; you will have to prove the letter was sent if you want the rest.

MR. TYLER: "Why did you run away from Mr. Knight when he went to New York to your office to see you?"

THE WITNESS: That is all that I remember. If I have the letter I will produce it; I will look and see.

Q. Who is a man by the name of Pisani? A. He is an associate of mine in my office—Pisani.

Q. What is the first name? A. Mario.

Q. Do you remember that letter being sent to Mrs. Douglas—is that his signature? A. Yes, I remember that letter.

Q. Letter dated March 21, 1921, addressed to Mrs. H. C. Douglas. "I have presented to Dr. Spear, the facts as you requested. He says that the property was transferred to the Equitable Estates Corporation in accordance with your agreement. There is no intention of interfering with your enjoyment of all of the property as long as you live, but that it was necessary to make a transfer to protect against any influence that might be brought upon you to dispose of the property contrary to your agreement in the matter. As long as you live, you have the right to the full management and all of the proceeds of the property, just the same as before the transfer was made, and there is no intention to deprive you of anything that you have."

MR. TYLER: I offer that.

(Said letter marked Exhibit C-7.)

Q. I show you a letter dated September 10, 1921, purporting to be signed by you and addressed to Miss Ann Whitney Bodey. Did you write that? A. Yes, that is my signature.

MR. TYLER (to Mr. Rose): Have you got the letter from Ann Whitney Bodey to Mr. Bird?

MR. ROSE: You made no call for it.

MR. TYLER: I know I didn't. Can you produce it?

MR. ROSE: I cannot.

Q. This letter is as follows:

MR. ROSE: I would like to know the connection between Miss Whitney and Mr. Bird. I would like to know how it is relevant in this case. It isn't addressed to Mrs. Douglas.

Q. It relates entirely to this property, doesn't it? A. I don't know what the letter is.

Q. Look it over, please. A. This is to Miss Ann Whitney Bodey.

MR. ROSE: Don't read it unless we have some identification of this letter.

Q. What did Miss Bodey write you about? A. I don't know.

MR. ROSE: I object; Miss Bodey is not a party to this suit.

THE COURT: It will have to be shown what connection she has with the matter.

MR. ROSE: I object on the further ground that it isn't proper cross examination.

THE COURT: If you want your witness to go to New York—

MR. ROSE: I will withdraw that part, but I renew my objection that there must be some connection.

THE COURT: I will sustain that part of the objection; a letter to somebody else will not, of course, be admitted unless it is shown what connection she has there.

Q. Look at that letter, please, and tell us what Miss Bodey wrote you about? A. I can't tell.

Q. The letter refers to something, doesn't it? A. What Miss Bodey wrote me about?

Q. You read it through and refresh your memory as to what she wrote to you about and what you wrote to her about? A. I can't recall that transaction.

Q. Read the letter; I am not asking you to recall offhand. Read the letter, Mr. Bird. Isn't it true Miss Bodey is purporting to be writing you in behalf of Mrs. Douglas in regard to the Collingswood property at 23 East Stiles Avenue, isn't that true? A. No, I don't think she was writing in behalf of Mrs. Douglas. I can't remember—I will withdraw that—what she wrote to me at all.

Q. You did make a reply to it? A. Yes.

Q. In detail? A. Yes, sir.

Q. And what was the reply about, what property? A. All the property of Dr. Spear and Mrs. Douglas.

Q. Then she did write to you in regard to Mrs. Douglas' property? A. Yes.

Q. And you replied in regard to it? A. Yes. I remember something now she said. She said there was a fight there, or a disturbance, and somebody reported to me this disturbance, and she referred to it; also a woman came from Camden over to my office to tell me about it. I remember now about it, and this letter of Miss Bodey's was defending herself against the statements that were made by a relative of Mrs. Aleck's—she is now—and in the letter also was a statement about the property and I made that explanation about how the situation stood as to the property, whose it was, and all about it.

Q. So your letter is a statement as to the property, isn't it? A. Yes, the parcels, I guess, she refers to.

THE COURT: Whom is the letter from?

MR. TYLER: Hobart S. Bird to Miss Ann Whitney Bodey; addressed to 23 East Stiles Avenue, Collingswood, New Jersey, dated September 10, 1921, and I would like to offer this in evidence. "Dear Madam: Your letter of September 8th with respect to Mrs. Douglas and stating that you are her nurse and that she is very ill, etc., received. I would be very glad indeed to have you come to New York and meet me and every facility will be shown you to ascertain all the facts and every possible thing will be done by me and everyone connected with me to safeguard and secure to Mrs. Douglas all her rights and particularly to prevent any loss to her or her son. I would not countenance any move on the part of anybody which would have the result of depriving her of any of her property. All my efforts, and they have been largely unselfish, for I have not been paid anything, have been to protect Mrs. Douglas against an unscrupulous person who was attempting to defraud her of her property. I know that Mrs. Douglas has been influenced to believe that I am not acting in good faith and that her son is not acting in good faith. This is not the fact however. Any document which could be prepared would be very willingly signed to assure to Mrs. Douglas that no advantage would be taken, that none of her property would be disturbed nor that her possession would be affected but only that she should be secured against losing it to other persons who covet it. I would be glad of the opportunity of making this thing secure and this ought to give Mrs. Douglas confidence that I would not do anything against her interests. She is under the control of this man who designs to take everything from her. Her son is very unselfish in the matter. He would be willing to have her take all of the property and all of the money if she will use it for herself, notwithstanding that he himself, has a right to it according to the papers as they appear signed

by both Mrs. Douglas and her son. He does not, however, stand upon his legal rights. He is willing that his mother should have all providing that it is used for her and does not go to a stranger. It would not be right for Mrs. Douglas to give her property to this man. Of course, a person has a right to will his property to whom he may see fit. Mrs. Douglas' son has a prior claim upon this property aside from any relationship of mother and son. He has a legal right to it and aside from all this he has a moral right to protect his mother against persons who would take advantage of her. Now, this is certainly an entirely different story than what you have heard from Mrs. Douglas. It is however the true story. Mrs. Douglas should come to her senses and should be content to have her property and use it for herself and submit to some arrangement which would prevent her from deeding it to this man. Any arrangement that will prevent that will be satisfactory. Such being the case and such being our offer and intention, it is incredible that Mrs. Douglas can be made to believe that we are trying to defraud her. Refusing to submit to this on the part of Mrs. Douglas discloses a very strange attitude. If you have the confidence of Mrs. Douglas, I would be glad to meet you. I would be very glad to meet her. I would much prefer to have her come not with her companion, but with her sister or with you or with anyone in whom she has confidence and then there can certainly be no trouble in settling and adjusting this entire matter without any loss, otherwise I fear there will be great loss."

(Said letter marked Exhibit C-8.)

Q. On October 7, 1921, did you send that letter to Mrs. Douglas? A. Yes, that was sent by my office.

Q. The letter reads as follows:— A. I must say it wasn't sent by myself personally, but with my authority.

Q. Those are your initials as having dictated it, "HSB:MM"—does that indicate you dictated it? A. Yes, sir.

Q. "October 7, 1921. Dear Mrs. Douglas: Your letter of October 5th, and post marked October 6th, was received by me to-day. Mr. Nixon withdrew the property from sale because I had made an arrangement with him to that effect, whereby he advanced $3,000 upon an assignment of the decree which was nearly sufficient to pay off the mortgage, judgment and costs. The additional money required was advanced by Dr. Spear. All this was done to save the property for you and him, against persons who are trying to get it away from you both. There is certainly nothing cruel about this. How you can regard it as cruel and wicked, I do not know. It is also strange that you know absolutely nothing about what was done, as you say, for you had an attorney representing you and also had Mr. Aleck there much in evidence and always very well informed, still I do not hesitate to give you the facts and will treat you fairly and openly and above board no matter if you do accuse me, as you repeatedly do, of dishonesty. When I offered to allow you to buy the property in and if the purchaser would simply give a declaration of trust that he held the property for you, this condition was refused, it was very apparent that some means to protect the property were necessary to be taken at once." That letter refers to the Collingswood property, doesn't it? A. Yes.

Q. The property was at that time being foreclosed and about to be sold, wasn't it? A. Yes, it was sold and we made arrangements—

Q. It was never sold by the sheriff, was it? A. No, you are right, it didn't go to a sale, we bought the decree.

Q. And at that time you said "When I offered to allow you to buy the property in and if the purchaser would simply give a declaration of trust that he held the property for you, this condition was refused, it was very apparent that some means to protect the property were necessary to be taken at once." In other words, you wanted to take title under this foreclosure in the name of a third party and give a declaration of trust to Mrs. Douglas? A. No, sir, that paragraph refers to a statement made by an attorney that she had employed in the matter at the time of this foreclosure, and I stated to this attorney if he would take the title in trust for the parties as it was—if Mrs. Douglas wanted it that way we could consent to it.

Q. You say, "When I offered to allow you to buy the property in and if the purchaser would simply give a declaration of trust that he held the property for you"—that is, you offered to Mrs. Douglas that she should buy in the property at that time and that the purchaser should give a declaration of trust that he held the property for you—you meant Mrs. Douglas? A. No, I meant Mrs. Douglas and Dr. Spear.

Q. But you don't say so? A. No, sir, the point was, this attorney proposed to buy the property in and I said that is all right, I would be willing if she wanted it and he made a declaration of trust as anyone else would.

(Said letter marked Exhibit C-9.)

Q. On December 6, 1920, you wrote Mrs. Douglas that letter? A. Yes.

Q. Letter reads as follows: "I received your several letters and I have no doubt that you appreciate my interest in this matter, and that I have been trying to help you, but I think you have rather a distorted view of the matter of recording of the deeds. At any rate it does not help matters to give that subject so much attention. What I have been hoping to hear from you every day was that you are ready to close the mortgage loan through Mr. Stone. If this can be done, I wish you would let me know at once and I will do my part by providing all the papers that are necessary from this end. If this cannot be done, then I think some arrangement should be made with Nixon to buy in at the foreclosure sale and buy in for you. I know you have no faith in him, but I could arrange it by correspondence so that he would not be able to go back on his agreement. I hope you will be able to close through Mr. Stone, but if there is no hope of doing that, then I would like to know it so as to make some other arrangements for solving the problem. You need not fear but that it can be solved without any loss." That referred to the Collingswood property? A. Yes, sir.

Q. And in that letter your suggestion was, as I understand it, that if the property had to go to a sale it could be bought in "for you" meaning Mrs. Douglas? A. I meant the Equitable Estates Corporation; I didn't mean herself distinguished from her son.

Q. But your exact words are: "Then I think some arrangement should be made with Nixon to buy in at the foreclosure sale and buy in for you." See if that isn't what you said? A. Yes.

Q. That is what you said? A. I will look at it.

Q. That letter is addressed to Mrs. Douglas? A. Let me see if it is; you raised the question.

Q. I read beginning here—"then I think some arrangement should be made with Nixon to buy in at the foreclosure sale and buy in for you." A. I can't make it out now what is intended to be said.

Q. As a matter of fact, you made a correction there in your own handwriting? A. Yes.

Q. And you put in "buy in for you?" A. Yes. I certainly didn't mean to indicate to her that the property was her's alone.

Q. But, as a matter of fact, in the previous part of the same letter you refer to the fact she had a distorted view as to the matter of recording the deeds? A. Yes, sir.

Q. So she undoubtedly had objected to the recording of a deed to the Equitable Estates Corporation? A. Yes. At that time she had made charges against her son and against me, and everybody else.

Q. To what effect? A. Why, the worst kind of charges.

Q. Weren't they charges that, as a matter of fact, she had been defrauded of her property by reason of the recording of a deed from her to the Equitable Estates Corporation? A. Yes, and worse than that. She said they were forgeries, told me they were forgeries, and she said that quite a number of other papers were forgeries, she never signed them.

MR. TYLER: I will offer that.

(Said letter marked Exhibit C-10.)

Q. Now, the Equitable Estates Corporation is a corporation of the State of New York, isn't it? A. Yes.

Q. And it was incorporated when? A. The time about that that stock was issued, I don't remember the date.

Q. The stock bears date July 21, 1920? A. Must have been about that time.

Q. These deeds to the Equitable Estates Corporation were recorded June 28, 1920, so it was probably organized at that time, wasn't it? A. No, it was quite a little while before the deeds were made.

Q. You mean the Equitable Estates Corporation was incorporated quite a little time before the deeds were made? A. Yes.

Q. About how long? A. I could look at the papers and find out, but I don't recall.

Q. That is a New York Corporation? A. Yes.

Q. Who were the incorporators? A. I don't recall that.

Q. Were you one of them? A. I don't recall at all.

Q. Was Dr. Spear one of them? A. I don't recall.

Q. Was Mrs. Spear one of them? A. I don't recall.

Q. And that certificate of incorporation was prepared by you? A. I think it was.

Q. And executed in your office? A. I think it was; if I could see it I could tell.

Q. Don't you recall any of the incorporators? A. No, I do not.

Q. Mrs. Douglas wasn't one of them? A. I don't recall that at all; I imagine they were outsiders.

Q. There was never more than one certificate of stock issued? A. That is all.

Q. This certificate produced here bears the number "2"—what was number one issued for? A. Why, it was issued to Dr. Spear for the property and then it was turned back into the treasury so it could be issued on the property here.

Q. The number one certificate was issued to Charles Cooper Spear for ten shares of stock? A. Yes.

Q. In exchange for a deed from Helen C. Douglas to the Equitable Estates Corporation? A. No, sir, oh, no.

Q. What for? A. I don't recall what the consideration was.

Q. What did the company get for it? A. I don't recall what it was now.

Q. Has there ever been any other certificates issued except No. 1 and No. 2? A. That is all.

Q. So the No. 2 certificate produced here, or the photographic copy, is the only outstanding certificate? A. That is correct.

Q. What money was ever paid into the corporation, if any? A. No money as far as I know.

Q. So the company never had any money? A. I think not.

Q. And therefore the company never paid to Mrs. Douglas any consideration whatever for the transfer of either the Collingswood property or the Cooper Homestead Farm property? A. That is what the corporation was organized for, to take title to the property.

Q. The company not having any money to pay, never, as a matter of fact, did pay anything for either one of these two conveyances, did it? A. No.

Q. From whom did you get the deed from Helen C. Douglas to the Equitable Estates Corporation? A. Who did I get it from?

Q. Yes. A. I don't know that I got it. I said a while ago I thought I did have it in my possession, but I am not sure about it.

Q. Who sent that over for recording? A. Yes, I must have had it, I sent it to be recorded, of course.

Q. Who did you get it from? A. Dr. Spear, of course.

Q. Do you recall when Dr. Spear brought those deeds into your office? A. No, I do not.

Q. Do you recall how long you had them before you recorded them? A. No, I do not.

Q. How many deeds did he bring in to you? A. I don't recall anything about it at all; it is just possible I wasn't at the office at that time, but I don't remember.

Q. How many deeds did you have recorded? A. I don't know.

Q. This hasn't been so very long ago. A. I didn't attend to the matter personally, as I recall it.

Q. As a matter of fact, Mr. Bird, you had a great deal of correspondence about this particular transaction personally? A. After it happened?

Q. Yes. A. I have got a good many letters from Mrs. Douglas and wrote a good many.

Q. You knew your good faith in the transaction of conveying this property to the corporation was under serious attack by Mrs. Douglas? A. Not a serious attack; it was under attack by Mrs. Douglas, the only one I knew of who did attack it, and Mr. Aleck, of course, but he didn't write me.

Q. Did you know they had accused you of fraud in participating in this stripping her of her property? A. Not only that, but of forgery also.

THE COURT: May I ask at this time when you first came in contact with Mrs. Spear, or Mrs. Douglas, whichever it was at the time—Mrs. Douglas I suppose it was—when in reference to the date of the organization of this corporation?

THE WITNESS: Long before.

Q. As a matter of fact, in 1919, the year before, Dr. Spear was trying to make some arrangements through you for Mrs. Douglas to convey this property, hadn't he? A. They both came to my office and

talked about the matter of securing both parties in the transaction, and all the talk was about that matter.

Q. And isn't it true that Mrs. Douglas in your office, when you presented some agreement to her, by scrutinizing it in her near-sighted way, told you she considered it a fraud, or words to that effect? A. I don't recall any such thing as that.

Q. Shortly after that didn't you write that letter to her dated October 20, 1919? A. Yes, I wrote the letter.

Q. Letter dated October 20, 1919. "Your letters of October 12th and 19th duly received. Your letter of the 12th inst. came to me rather as a surprise. I cannot understand what moves you to write. 'I will not enter into anything but a straight, honest, honorable business proposition.' Surely no one proposed anything dishonorable or even discussed any proposition that could justly call for any criticism. I tried after a great deal of discussion with you and your son to ascertain what you desired to accomplish by the formation of the corporation and the transfer of the property to the corporation. All that I was endeavoring to do was to carry out these instructions by having the property so placed that it would follow the disposition that you and your son desired to be assured. There was no question of honesty or dishonesty about it, it was just a question of having what you wanted accomplished."

MR. TYLER: I offer that.

(Said letter marked Exhibit C-11.)

Q. After she had left your office she had written to you that the proposition you had put up to her was dishonest? A. No, that refers to some letter she wrote.

Q. Isn't it true that she had written to you that the proposition you had made was dishonest? A. No, sir, it wasn't a proposition I made was dishonest. I can think what that is in a moment, I believe, I have a hazy recollection, but I can't fix it exactly.

THE COURT: Will counsel at this time apprise me of the date of the deed or deeds to the corporation from Mrs. Spear?

MR. ROSE: June 22, 1920.

THE COURT. This letter of October, 1919, refers to it as an accomplished transaction.

MR. TYLER: No, it does not, it refers to the formation of a corporation and that plan having fallen through, then about nine months later a second plan of getting these deeds was taken up by Dr. Spear himself, not through Mr. Bird. as far as I know.

THE COURT: What was that date?

MR. ROSE. June 22, 1920.

MR. TYLER: I would like, if the Court please, to have those put in evidence so I can refer to them.

THE COURT: They are all the same, are they?

MR. TYLER: Mr. Rose, will you produce the deeds from Mrs. Douglas?

MR. ROSE: I haven't the originals, but I have certified copies of them; I had the transcripts made from the Register of Deeds office.

THE COURT: Those deeds are there.

MR. TYLER: I will offer them.

(Said deeds marked respectively Exhibits C-12, C-13 and C-14.)

MR. TYLER: Those are the three deeds that are asked to be set aside.

Q. Mr. Bird, after the proposed plan taken up in the fall 1919 had failed, and Mrs. Douglas had written to you that she didn't consider it honest, what was the next you knew about this plan of getting the title into the Equitable Estates Corporation? A. We had conferences all along, every little while she used to come in and we used to go to lunch, and Dr. Spear would come, too, and his wife, and we would all talk together and there were many things proposed to accomplish this purpose.

THE COURT: This was after the formation of the corporation.

THE WITNESS: I understand he refers to before that time.

THE COURT: I don't know which he refers to, but in October, 1919, I assume the corporation had already been formed and there had been some criticism about it which called for your letter of that date. Now I don't know what date Mr. Tyler's question is directed to, but I thought it was October, 1919. The corporation had been formed then.

Q. Had the corporation been formed at that time? A. I don't recall.

THE COURT: It would look as though it had been from the letter of Mr. Bird of that date, but I don't know, of course.

Q. That letter is dated October 20, 1919, and it was just six months—I mean eight months—after that that Mr. Spear brought in these three deed, Exhibits C-12, C-13 and C-14, made from Helen C. Douglas to the Equitable Estates Corporation? A. I don't know.

Q. These are dated June 22, 1920; wasn't it about that time they were brought in? A. I don't know anything more about it than what the record shows.

THE COURT: Didn't you record them?

THE WITNESS: They were recorded by my office, I think; I haven't looked at them. That is my recollection, they were sent from my office to be recorded, but I don't think I was even in the office.

Q. They were dated on the 22nd and recorded on the 28th at Camden? A. I think I was out west at that time; I don't believe I was in the office at all. I can't recall anything about it. That is the only way I can explain it, I may have been away—1919, yes, I was out in Wisconsin.

Q. The deed has on it in the handwriting of the Camden Register's Office that the deeds are to be sent to Hobart S. Bird, 230 Grand Street, New York; is that your address? A. 233 Broadway.

Q. 230 Grand Street, New York? A. Yes, that is all right, my office was there at that time.

Q. Can you say now whether you recorded them? A. My understanding is my office did it, but I have no personal recollection of it at all, none whatever.

THE COURT: It was between that date and the letter of October that you wrote you said a number of interviews had been had?

THE WITNESS: Yes, various plans and suggestions made to accomplish this purpose.

THE COURT: Is there nothing in writing in the nature of a letter, memorandum, or anything else, that antedates the deeds that shows that the title was to be put in the corporation in such manner that it would leave only a life estate in Mrs. Douglas with a reversion in her son, or the reversion in the survivor, if you choose; is there nothing in writing to show a purpose of that kind?

THE WITNESS: Yes, sir.

THE COURT: Will you produce it.

THE WITNESS: I think this first document that was introduced in evidence is such a statement.

THE COURT: I say that antedates the deeds.

THE WITNESS: I think it is the first thing introduced in evidence, a statement by Mrs. Douglas that the property was to be made that way.

MR. ROSE: The minute book gives the date of the organization as August 27, 1919.

Q. I show you a letter dated April 8, 1922, did you write that letter to Mrs. Douglas? A. That came from my office, yes.

Q. Did you write it? A. I think I dictated it, I didn't sign it.

Q. The letter is as follows: "April 8th, 1922. Dear Mrs. Douglas: I have received your telegram to-day, as follows: 'Don't convey Equitable Estates property to trust company without me. Helen C. Douglas, President.' A stockholders meeting was duly called

according to law by publication in the Evening Telegram of this city and by personal service upon you with notice that the meeting was to be held for the purpose of making this very conveyance to carry out the agreement and understanding between the parties. You did not appear at the stockholders meeting. The stock was unanimously voted in favor of the proposition and now after all these pains have been taken to legally authorize the trust to be made which is for your benefit and for the benefit of Dr. Spear, in accordance with your arrangements and your wishes repeatedly expressed, you telegraphed me as above. Every time your wishes have ben complied with and everything settled you have objected just at the time of the conveyance. I cannot therefore heed your instruction in this matter. There must be an end to this wrangle." What minute was adopted providing for the conveyance of the property at that time? A. I can't recall my memory on that.

Q. Would you mind producing the minute book and letting me see the minute?

MR. ROSE: Here it is.

Q. Will you refer to the minute where you say the stock was voted unanimously in favor of the proposition—that letter is April 8, 1922? A. That was the proposition to deed it to the Girard Trust Company, wasn't it?

Q. I think so. A. This was 1922. What was the date of the meeting?

Q. This letter is dated April 8, 1922. A. Here are the minutes of the meeting, 27th day of March, 12 o'clock noon. The following stockholders were present in person, Charles C. Spear, ten shares, Helen C. Douglas, the only other stockholder was given notice, and so on.

Q. As a matter of fact, there were only ten shares issued altogether, weren't there? A. That is all that were voted, the ten shares.

THE COURT: What action was taken there, does that show what action was taken?

MR. TYLER: I am going to read these minutes and see. Is this the resolution that was adopted and referred to in this letter:

"RESOLVED that the Vice-President, Mercedes Spear, or her successor in office, be and she is hereby authorized and instructed, either in person or through her agent, Charles C. Spear, to enter into negotiations with Franklin Trust Company, of Philadelphia, Pa., or any other trust company, corporation or individual, for the purpose of placing the New Jersey real estate and any other assets of Equitable Estates Corporation, which may in the opinion of the Board of Directors be advisable, in trust in accordance with the terms of the proposition submitted by Mrs. Douglas and accepted by Dr. Spear, and as soon as the Vice-President, or her agent, shall have made arrangements with said Franklin Trust Company, or other trust company, corporation, or individual to act as trustee, the proper officers of Equitable Estates Corporation shall transfer and convey to said trustee all the New Jersey real estate of the corporation, together with such other assets of the corporation as the Board of Directors may deem advisable, in trust for Helen C. Douglas and Charles C. Spear, his heirs, executors, administrators and assigns, as hereinabove set forth, that is to say, all the net income derived from said properties together with $1000 a year from the principal to be paid to Helen C. Douglas during her lifetime and upon her death, all of said properties, or moneys derived

therefrom then remaining, to be paid to Charles C. Spear, his heirs, executors, administrators or assigns in fee. And the said Charles C. Spear is hereby fully authorized and empowered to select the trust company, corporation or individual which shall act as trustee as aforesaid, subject to the approval of the Board of Directors. It was further RESOLVED that the within mentioned papers and letters read and set forth herein be filed with the Secretary for safe keeping, and said papers and letters having been produced, they were filed accordingly. There being no other business to transact, and on motion duly made, seconded and unanimously carried, the meeting was adjourned." A. I think so.

Q. And that is the one she objected to? A. I suppose that is the one she objected to.

THE COURT: In her telegram?

THE WITNESS: That is all I know about it is that telegram.

Q. No such deed was ever made? A. Not as far as I know.

Q. The title to these properties at the present time is in whom? A. The Equitable Estates Corporation.

Q. The three deeds produced here, C-12, C-13 and C-14, are the last deeds, as far as you know, made for that property? A. Yes.

Q. Mrs. Douglas wasn't present at that meeting, was she? A. No.

Q. And the stock was voted by Dr. Spear? A. Yes. In accordance with her directions that was to be done, however; she directed that the property be conveyed to a trust company for them in that way.

Q. Will you produce those directions, or any directions of any kind from her to that effect? A. I haven't any.

THE COURT: Is there any written evidence of it, do you know?

THE WITNESS. I think there was. I may be mistaken.

MR. ROSE: I think you will have it in the by-laws.

THE COURT: That won't do, I was asking for something signed by Mrs. Douglas.

MR. ROSE: There might be something here.

MR. TYLER: If you find it, all well and good.

Q. Mrs. Douglas, as a matter of fact, never attended any meeting of this corporation of any kind, did she? A. Well, there was—

Q. Answer that question, please. A. I can't answer that.

Q. You don't know of her attending any meeting, do you? A. She attended all the meetings we had; we didn't have formal meetings.

Q. I will ask you to refer to your minute book and indicate, if you can, any meeting that Mrs. Douglas attended. A. I can't do that.

Q. Why can't you; don't your minutes show? A. I don't know whether they do or not, I am sure.

Q. Could you tell by looking, Mr. Bird? A. Yes.

Q. Will you see whether there is any meeting of any kind that Mrs. Douglas ever attended? A. The directors of the corporation were myself and two office associates all this time, and they were incorporators also, see.

Q. Then you can tell who incorporated the company? A. Yes, tell now.

Q. Who incorporated it? A. There was myself—three of us in the same office signed the articles of incorporation.

Q. Who were they? A. Myself, Mr. Pisani and Mr. Testa; he wasn't in the same office, but he was a Notary Public, and then we were the directors.

Q. You were the directors? A. During the organization period.

Q. In your letter you stated that the directors were Mercedes Spear, yourself, and Mrs. Douglas. A. What is the date of that—oh, yes, I will see when that comes in.

Q. August 21, 1920, Exhibit C-2, you say the directors of the corporation are yourself, Mercedes Spear and myself; now, as a matter of fact, neither you or Mercedes Spear held any stock in this company, did they? A. No.

Q. That is not necessary to be a director of the company, to hold stock? A. No, it is not. Here they are elected directors. June 8, 1920, there was a stockholders' meeting and the directors elected, myself, Mrs. Douglas and Mercedes Spear.

Q. Mercedes Spear is the wife of Dr. Spear, isn't she? A. Yes.

Q. You wouldn't think she spoke English fiuently enough to know what was being transacted at the board of directors meeting? A. No.

Q. As a matter of fact, she doesn't speak English at all? A. Not very much.

Q. As far as she was concerned she was just a dummy? A. Yes.

Q. And as far as Mrs. Douglas is concerned she never attended any meetings, did she? A. I would have to read this through, I don't know, I don't recall.

Q. How could you elect any officers if one director didn't have sufficient intelligence to speak the English language well enough to act as a director and the other director wasn't present and that only left you? A. The whole thing, the corporation, was just a means of carrying out the purposes of Mrs. Douglas and Dr. Spear.

Q. Without undertaking to be techincally correct? A. Yes.

Q. That is true, isn't it? A. Yes, certainly.

THE COURT: We will have to adjourn now for luncheon. If this witness goes away, as you seem to contemplate, I simply want to warn you it is perfectly obvious that Mrs. Spear is going to relate conversations she had with him, and he ought to be heard on rebuttal. I don't know that she will, but it is pretty apparent.

At this point a recess was taken until 2 o'clock P. M.

Trial of the cause resumed at 2 o'clock P. M.

MR. TYLER: The last letter I read into evidence was not marked, letter dated April 8, 1922. I want to offer that.

(Said letter marked Exhibit C-15.)

HOBART S. BIRD, Resumed.

By MR. TYLER:

Q. Mr. Bird, this stock certificate of the Equitable Estates Corporation, No. 2, I wish you would look at that and tell me whether you wrote that date in, is that your writing? A. No.

Q. That is not your writing? A. No.

Q. I wish you would look and tell me whether you wrote those words "with full right to survivorship" is that your writing? A. I don't think I did. I won't deny it if anybody wants to claim it. I had the impression it wasn't my writing.

Q. What about the letter "10"? A. If Mrs. Douglas says I wrote it I won't deny it; my impression was I made it out, but when I looked at it it didn't look like it.

Q. What about the "Ten", what about that? A. That is—

Q. And the "Charles C. Spear and Helen C. Douglas"? A. I guess I wrote it. Anyhow, I would have written it if anybody would have asked me. That was the agreement and that was the way it was to be made out.

MR. TYLER: I want to offer that in evidence.

(Said certificate marked Exhibit C-16.)

THE CASE FOR THE COMPLAINANT.

HELEN C. ALECK, Sworn.

By MR. TYLER:

Q. You are the complainant in this case? A. Yes.

Q. At the time you brought the suit your name was Helen C. Douglas, wasn't it? A. It was.

Q. Where do you reside? A. 23 East Stiles Avenue, but at the present time in Atlantic City.

Q. You are staying temporarily with someone else? A. Yes, with Mrs. Fullmer.

Q. How long did you reside at 23 East Stiles Avenue? A. I bought it for a home about 21 years ago, and I have resided there most of the times; intervals I would be away and one time I rented it for a little while.

Q. Is that the house on what is known as Lot No. 5? A. The house is on lot No. 6, the adjoining lot is No. 5.

Q. Did you purchase the lot adjoining, too? A. Yes.

Q. You say you bought— A. May I have that shade down a litle?

THE COURT: Yes.

Q. Who paid the consideration for the property 23 E. Stiles Avenue, and the lot adjoining? A. I did.

Q. And from whom did you buy that property? A. From Mr. John Kelly.

Q. That is the Homestead Improvement Company? A. Yes.

Q. When you took title to it in whose name did you take title? A. I took title to the house, to the residence, in the name—

Q. To what? A. I took title to the residence in the name of my son, Charles C. Spear, and the adjoining lot I bought a year afterwards and bought it in the name of Mr. John A. Scanlan, who had been my trustee. I think you made a little error when you stated I bought it all in the name of Charles C. Spear. Mr. Scanlan always owned it until the deed was taken from me.

THE COURT: I will get you to give me the dates of them as you remember them.

MR. TYLER: I offer in evidence a deed for—

THE COURT: What date is this?

MR. TYLER: June 23, 1903, from the Homestead Improvement Company to Charles C. Spear.

THE COURT: The Improvement Company to Spear is for what property?

MR. TYLER: The residence property exclusive of the lot. That is recorded in Book 274 of Deeds, Page 659. The next is a deed by Charles C. Spear, by Helen C. Douglas, his attorney in fact, to Thomas B. Hall, Trustee, dated March 31, 1904.

THE COURT: The same property?

MR. TYLER: Yes. Recorded in Book 283 of Deeds, Page 24. The next is a deed from Thomas B. Hall, Trustee, to Charles C. Spear, dated July 14, 1904, recorded the same day—

THE COURT: July 14th?

MR. TYLER: Yes, July 14, 1904, recorded the same day in book 285 of Deeds, Page 301. A deed by Charles C. Spear, by Helen C. Douglas, Attorney in fact, to Thomas E. Ludlam, Jr., dated September 16, 1909—

THE COURT: September?

MR. TYLER: September 16, 1909.

THE COURT: I would like to get these dates in chronological order. That is September 16, 1909.

MR. TYLER: I am giving them to you in chronological order.

THE COURT: That is to Ludlam, Jr.

MR. TYLER: Thomas E. Ludlam. Recorded October 2, 1909, in Deed book 342, Page 21. Deed from Thomas E. Ludlam, Jr.—

THE COURT. The date of that?

MR. TYLER: March 18, 1910.

THE COURT: Ludlam, Jr.

MR. TYLER: To Alice M. Wesley; recorded March 31st, 1910, Book 346 of Deeds, Page 268.

Q. Mrs. Aleck, I have here a mortgage made by Charles C. Spear—

THE COURT: What is the date?

Q. —to the Homestead Improvement Company, dated June 23, 1903—

THE COURT: That is what?

Q. Charles C. Spear to the Homestead Improvement Company for $500.00, recorded June 30, 1903, in Book 91 of Mortgages, Page 551; do you know what the mortgage was given for? A. Yes, there was a first mortgage of $2,000 on the property when I bought it, and then I gave a second mortgage of $500.00, which I paid in installments, and the installments are noted there, aren't they?

Q. Did you pay those installments? A. I did.

MR. TYLER: I will offer them in evidence.

THE COURT: How much is that?

MR. TYLER: $500.00

Q. Is the mortgage of $2,000 still there? A. Yes.

THE COURT: This Spear to the Homestead Improvement Company mortgage is how much?

MR. TYLER: $500.00.

(Five deeds and one mortgage offered in evidence and marked Exhibits C-17, C-18, C-19, C-20, C-21 and C-22.)

Q. Who has paid the interest on the first mortgage from the time the property was bought in 1903 up to the present time? A. I.

Q. Who has paid the taxes? A. I.

THE COURT: The first mortgage subject to which the property was bought was how much?

MR. TYLER: $2,000.

Q. Do you know of a deed made by Alice M. Wesley to you? A. There was a deed, yes, from Alice M. Wesley to me.

Q. For this property? A. Yes, and she held that for ten years.

Q. She held the title, you mean? A. Yes.

Q. You held the deed? A. I did.

Q. Was that deed ever recorded by you? A. No, it was not.

MR. TYLER: Will you produce that if you have it, Mr. Rose?

MR. ROSE: I haven't it. A deed from Helen C. Douglas to Alice M. Wesley?

MR. TYLER: No, a deed from Alice M. Wesley to Mrs. Douglas.

MR. ROSE: No, I have never seen it.

THE WITNESS: There should be a letter from Mr. Bird in which he states the deed is in his office, a letter from Mr. Bird to Miss Wesley in which he states the deed—he has just discovered is in his office. I told her it must be there.

THE COURT: Have you the data of it? Do you know when that deed was recorded, dated and recorded?

MR. TYLER: That deed is dated June 9, 1916.

THE COURT: To Mrs. Douglas?

MR. TYLER: Yes, to Helen C. Douglas, recorded June 28, 1920.

THE WITNESS: To the Equitable Estates.

THE COURT: June 28, 1920?

MR. TYLER: Yes. We are speaking of the deed from Wesley to you.

THE WITNESS: Yes, I understand.

THE COURT: All right.

Q. Mrs. Aleck, I show you a deed dated June 22, 1920, made by you to the Equitable Estates Corporation. A. A deed for what, Mr. Tyler?

Q. Just a moment, I will give it to you. A deed for the residence property at Collingswood. A. I signed it.

Q. Known as Lot No. 6. A. Yes, I signed it, but I didn't deliver it.

Q. Will you tell us, please—

THE COURT: Wait a moment. That is a deed from Mrs. Douglas to the Equitable Estates Corporation for the residence property?

MR. TYLER: Yes.

THE COURT: Recorded when?

MR. TYLER: June 28, 1920, and recorded in Book 472 of deeds, Page 54, and recites a deed from Alice M. Wesley, dated June 9, 1916.

Q. I also show you a deed from Helen C. Douglas to the Equitable Estates Corporation for the lot adjoining the residence property, which recites a deed from John A. Scanlan to you.

THE COURT: This is for which lot?

MR. TYLER: The lot adjoining the residence property.

Q. I ask whether you signed this, and if so, if you will tell under what circumstances you signed them, and what was said, and by whom, to get you to sign them? A. My son came to see me—

THE COURT: Do you say you signed it?

THE WITNESS: I signed it to the residence.

THE COURT: You said you did sign it?

THE WITNESS: Yes.

THE COURT: Before you proceed—that deed is also dated June 22nd?

MR. TYLER: Both of these; there are two separate deeds, one for the lot and one for the house and lot.

THE COURT: Proceed, Mrs. Aleck.

THE WITNESS: Both deeds are signed apparently at the same time, but my intention was—

MR. ROSE: I object to her intention, if the Court please.

THE COURT: If fraud is claimed she may say what she was trying to do; it will not control, of course, unless fraud is established. Go ahead.

THE WITNESS: It was not my intention to convey anything except the house; I had intended to sell the lot property and also the farm—

THE COURT: What was that?

THE WITNESS: I had intended to sell the adjoining lot, lot five, and also the farm, and these deeds were apparently all signed at the same time in the Drexel Building before a Notary Public—I have forgotten her name—

Q. Do you recall signing more than one deed? A. I don't recall signing but the one.

Q. Will you tell us how you came to sign that deed, what led up to it? A. My son was going to San Domingo, and I thought I was in very poor health and if I died when he was away I wanted him to have immediate possession of the home, as it contained all our old family relics, and that is the reason I conveyed it to him, with the understanding that the deed was to remain in my possession, and that, of course, I was perfectly free to mortgage, lease, or sell, or do what I chose with the properties.

THE COURT: This deed was to the Equitable Estates Corporation?

THE WITNESS: Yes.

THE COURT: Not to him?

THE WITNESS: To the Equitable Estates Corporation. And I didn't deliver the deed, he took it from me after I signed it.

Q. Tell us the circumstances, where did you go? A. After I left the Drexel Building?

Q. You went to the Drexel Buildng? A. Yes.

Q. Now, what took place in this person's office where the deed was signed? A. I said, "That deed belongs to me, give it to me," I said, and Charley said, "I will give it to you when we get into the street," and we went over to Market Street and Charley took the car and went away, and I never delivered the deed, he took it with him.

Q. What were you to do with the deed? A. I was going to put it in my safe deposit box with instructions to Mr. Charles Schwartz, who had charge of the vaults, in the event of my death the contents of this box were to be conveyed to my son, either personally or through his attorney, that the contents were for my son.

Q. You thought at that time he was going away? A. Yes, he did sail.

THE COURT: You understood that only one deed was there, that you had only executed this deed for the residence and not for the vacant lot?

THE WITNESS: That is the way I understood it.

Q. Now, after you found he had taken the deed and apparently declined to give it to you, as requested, what did you do? A. I wrote to him to bring it back to me, and also the other deeds; he had

in his possession the deed from Alice Wesley to me, from Mr. Scanlan to me, and from Mr. Aleck to me, and I went over to New York several times and asked him to return those deeds, and Mr. Bird said they were too valuable to send by mail and that Charley would come to Philadelphia and bring them to me, and I have several letters from Charley to that effect, and those letters are in your possession, aren't they?

Q. Yes. The three unrecorded deeds and the one deed for the residence property are the ones you are speaking of now they promised to return to you? A. Yes.

Q. Did they ever return them? A. They never did—yes, I am mistaken—but they never returned the deed from Alice to me and the deed from John Scanlan to me.

THE COURT: That was for what?

THE WITNESS: Lot No. 5, and the deed from George H. Aleck to me. They were returned by Charley.

THE COURT: That was for the Homestead?

THE WITNESS: Yes, they were returned with a very impudent letter.

THE COURT: After they were recorded?

THE WITNESS: Yes, but I didn't know they were recorded, I never dreamed they would do such a thing.

Q. When did you find out that the deed from Miss Wesley to you had been recorded, what brought about the circumstance of your finding out it had been recorded? A. I stopped in Miss Wesley's of-

fice one morning and she said, "What are you going to do about the $2,000 mortgage?" and I said, "Why, pay it, of course," and I said, "Why do you ask me?" and she said, "It has been called," and I said, "I haven't been notified," and she said, "I met Mr. Nixon on the street and he told me he didn't know your address and he had called the mortgage," Mr. Nixon did know my address, he had sent me a receipt for the interest only a few days before, and he had always mailed the receipt to me for about seventeen years—then I went—no, as my son told me before he sailed to San Domingo, anything connected with your business Mr. Bird would always be ready to help you, and remembering this I wrote to Mr. Bird that I would like to borrow $3,000, and he wrote me the letter which has been read to you in which he said he couldn't get the money. That didn't make the slightest difference to me. I went to the Esterbrook Pen Company, to a Mr. Hayden, and told him I would like to have $3,000, I wanted to cancel the Nixon mortgage and to spend some in improvements, and he said I might have whatever I wanted, I had borrowed before and I had been prompt in my payments there, and I considered the matter settled, and I went back to Miss Wesley and told her and she went to the West Jersey Title Company to have the search made, and they were a long time in making it, so it was the latter part of October when the search came back, and I went into Miss Wesley's office and she said, "I don't know what to make of it, you don't own 23 E. Stiles Avenue, why have you deceived me," and I didn't know what she meant, and she told me then it had been recorded in the name of the Equitable Estates Corporation, and that is the first I knew of it. It was a terrible shock to me and I went around and told Mr. Hayden, and he also was indignant, thought I had tried to deceive him, and I assured Mr. Hayden I supposed I owned

the property, and he laid it before the Board and they refused to loan the $3,000 to what they feared was a fake corporation, so I didn't get the $3,000, and the consequence was I had already made quite a number of repairs, and I had paid them all except two, and then when I learned that, I was very indignant and I wrote Mr. Bird about it, although Mr. Bird never represented me, he represented my son, he was always paid by my son for everything he did, and Mr. Bird came to Camden and instead of helping me did me great injury; he gave people to understand I had those repairs made under false pretenses, I knew the property was in the hands of the Equitable Estates Corporation, and that, of course, put me in a bad light with the mechanics.

Q. Mrs. Aleck, when did you learn that the title to the lot adjoining the residence property and the title to what is known as the Cooper Homestead Farm had been recorded in the name of the Equitable Estates Corporation? A. I think it was on the 27th day of January, 1922.

Q. How did you come to learn that? A. I had been told that my farm and the lot were in the name of the Equitable Estates Corporation, but I couldn't credit it, so I didn't go to the Recorder's office, but upon that date I decided to go and Mr. Aleck went with me and I found that all my property was in the name of the Equitable Estates Corporation.

Q. Did you have any knowledge at all of having signed a deed for the lot or the farm to the Equitable Estates Corporation? A. No.

THE COURT: That is dated the same date?

THE WITNESS: Yes, they had all been recorded the same time.

THE COURT: Is that deed here?

MR. TYLER: Yes, those deeds are here.

THE COURT. See whether she can identify her signature.

Q. This is the residence deed that she admits she signed? A. Yes, I know I signed that.

Q. This is the deed to the lot and recites a deed from John A. Scanlan, that was the lot property, wasn't it? A. Yes.

Q. Look at that. A. He had always held the property since the time I bought it.

Q. It is a deed for the Cooper Homestead Farm? A. Yes.

Q. Look at those two deeds and say whether those are your signatures up here? A. That certainly is my signature; if it is not my signature it looks like it. It is perfect as far as I can see.

Q. Now, I ask you whether the deed for the lot, whether you knew you had signed that deed for the lot to the Equitable Estates Corporation? A. No.

Q. You never knew you had signed it? A. No.

Q. I ask you now whether the deed, Exhibit C-12, for the Cooper Homestead Farm, whether you knew you had signed a deed to the Equitable Estates Corporation for that farm? A. No. One thing, I never delivered the deed, and a deed isn't a deed until it is delivered, is it?

THE COURT: Did you say you never realized you signed them?

THE WITNESS: Yes.

THE COURT: Is that what you said?

THE WITNESS: Yes.

Q. Mrs. Aleck, there was a mortgage on the Cooper Homestead Farm, wasn't there? A. Yes.

Q. Who paid the interest on that mortgage? A. I did.

Q. From what time? A. From the time it was placed.

Q. From the time it was placed? A. Yes.

Q. Up to the present time? A. Yes.

Q. Who paid taxes on the Cooper Homestead Farm? A. I did.

Q. Who has been in possession of the Cooper Homestead Farm? A. I have.

Q. Who paid the fire insurance premiums? A. I have. I am not positive about all this; I think some of those fire insurance policies were paid by my son, that is, before he went away in 1910.

Q. Who furnished him the money? A. I can't say, probably I did, I don't know.

Q. Did you ever have the deeds from Alice M. Wesley to you, or the deed from John A. Scanlan to you, or the deed from George A. Aleck to you recorded? A. Never. I had perfect confidence in all three of them, and the property stayed in their names in fee simple, and I had these deeds to back me; I knew they would never betray me in any way and if I wished to sell the property I could do so. I never needed any Equitable Estates Corporation to care for me in my property, nor was I afraid of anybody taking it away from me. I was a minor when I inherited the property, my property was in the name of Dr. Robert A. Thompson, and after I became of age it was in the name of Hon. John L. Black, and force of habit more than anything else led me to put my property in the name of trustees, and I was fortunate in the choice of my trustees, they were honorable men, and I never lost anything through them.

Q. Who was with you, if anyone, when Dr. Spear talked to you about deeding your residence property to the Equitable Estates Corporation? A. No one.

Q. Did you talk to anyone about it besides him? A. No.

THE COURT: Why did you sign a deed to the residence property to the Equitable Estates Corporation if you didn't intend to have it recorded? You said you were going to put it in your box so your son could have it in case of your death?

THE WITNESS: Yes, and anything else I wanted to leave him in the name of the Equitable Estates Corporation, so it might go directly to him and not embarrass him.

THE COURT: Did you regard the Equitable Estates Corporation as in fact identical with him, if it went there it was going to him?

THE WITNESS: Yes, it was nothing to me; he approved of it and I intended to put whatever I intended to leave to him in the Equitable Estates Corporation.

THE COURT: How long was that before he went away when you signed that deed, June 22nd—do you remember when he went away?

THE WITNESS: He went away in July, about the 23rd of July, 1920.

THE COURT: Early in July—the deed was signed June 22nd.

THE WITNESS: No, it wasn't early in July, it was late in July, somewhere in the twenties. I signed the stock certificate on the 21st of July and he went away immediately after.

Q. How did you come to sign the stock certificate you just referred to? A. I understood it was the same as a will, that anything I left might be conveyed to my son.

Q. How did you come to sign the stock certificate? A. My son told me all the stock was mine and I was to appoint the officers and the directors and control my property absolutely, just the same as if it hadn't been conveyed to the Equitable Estates Corporation. I never knowingly gave up control of my property.

Q. What condition was that certificate in when you signed it? A. In blank I signed it, and there was written on it only ten shares, and that you see is in a different writing from this part, which is in Mr. Bird's writing. Charley told me he wanted to take that to New York to have the seal of the corporation put on it and he took it to New York and then he went away immediately to San Domingo and Mr. Bird mailed the certificate back to me, I have the envelope in which he mailed it, and he had written in what you see there, that is Mr. Bird's writing. What is that?

Q. "Charles C. Spear and Helen C. Douglas jointly with full right to survivorship." A. That Mr. Bird had written in; you see it is a different writing from the ten shares; that wasn't there either "Mercedes Spear" when I signed my name.

Q. Would you say at the time you signed it he stated all the stock would be issued to you, that is correct, is it? A. That is correct, yes.

Q. Now, I show you an order on the Franklin Trust Company, dated August 11, 1920, and ask you if you signed that? A. I did.

Q. That order says, "The contents of this satchel to be given to Hobart S. Bird for Charles C. Spear, 230 Grand Street, New York, N. Y., in the event of my death. Helen C. Douglas, August 11, 1920." A. Everything that was to go to Charley I put there so there would be no difficulty or litigation.

MR. TYLER: I will offer that in evidence.

(Said paper marked Exhibit C-23.)

THE WITNESS: I am very systematic in my business.

THE COURT: I wouldn't call it systematic to sign two deeds which you didn't know you were signing.

THE WITNESS: Perhaps not.

THE COURT: Mr. Rose, I don't think there is any dispute that she has paid all the interest and taxes and insurance on both these properties?

MR. ROSE: I don't know how much she has paid; it may be she has paid a great deal, but we have some testimony on that point.

MR. TYLER: I have the cancelled checks here and I will hold them until that question comes up.

Q. I show you a letter July 27, 1919, signed "202"; do you know in whose handwriting that letter is? A. Yes, my son's.

Q. From whom did you get that? A. From him.

Q. I want to read that letter: "July 27th, 1919. Yours of the 22nd rec'd. last P. M. It must have been put in my box just after I went to it the last time. I will proceed at once with the corporation. It should not be put off any longer. Your rights and liberty of action in all matters relating to the property will not be interfered with in the least. Nearly two years ago I wrote you that I thought Mrs. B was visiting S. That was quite clear to me after I had seen him. While I do not think there is any reason to be worried, a change should be made at once. I enclose M. O. for $10. M. was displeased because I neglected to send one last week. M & I are very well." A. Mr. Tyler, when Charley came back I loaned—he was in poor health and he said he hadn't any money and I gave him all the money I could spare; altogether during the first six months it amounted to five or six hundred dollars.

Q. You are speaking of what period now? A. About 1916 and 1917, and these $10.00 sent me occasionally were in part return of what I had sent him.

Q. That is what is referred to in this letter? A. Yes.

MR. TYLER: I will offer that.

(Said letter marked Exhibit C-24.)

Q. I show you a letter dated "Easter Sunday" enclosed in an envelope dated "April 20, 1919" signed "C. R. W", can you tell me who that is from?

THE COURT: What is the date?

THE WITNESS: That is Charles' writing, isn't it?

MR. ROSE: Are you going to read those letters one by one?

MR. TYLER: Yes.

MR. ROSE: We will be a week on that; if you can show me his handwriting I will admit it.

THE WITNESS: That is from Charley.

MR. ROSE: Show me what you have; I know his handwriting well enough to know what it is.

MR. TYLER: Are you going to put him on the stand?

MR. ROSE: Yes.

MR. TYLER: All right, I will hold them until he comes on, because I want to ask him about the letters as they come up.

Q. You say at the present time you are residing temporarily with Mrs. Fullmer? A. Yes.

Q. Who has the property 23 E. Stiles Avenue? A. My son.

Q. Who else? A. His wife and son and servant.

Q. I wish you would tell us, please, how he comes to be in possession of the property and you out of possion? A. I went there—

Q. I wish you would begin, Mrs. Aleck, if you will, with what took place the day before the case was to come up for trial on November 5th of last year, and tell us what happened the day before the case was fixed for trial on November 5th, leading up to your being out of possession of this property at the present time. A. When I got out of the car after leaving your office my son was there—

THE COURT: That was the day before the trial was to come off?

THE WITNESS: It was. My son was in his car and I went to speak to him and they asked me to get in, and I did, and I went away with them, and I was with them several days, I don't know how long, really, but part of the time I spent in the hospital. I met with a very severe accident, and I went back to my home with them and Mr. Aleck was there and they wouldn't let me go in and speak to Mr. Aleck alone—

THE COURT: You mean on that afternoon?

THE WITNESS: Yes, on that afternoon, which I wished to do—

Q. How long was this after you went away? A. I really don't know, it may have been a week, I really have forgotten how long it was, I was so ill most of that time I don't know, and Mr. Aleck wouldn't let them in and then Mr. Rose and my son 'phoned for an officer and insisted upon my entering the house, which I did. How much more shall I tell?

Q. I want to know how you came to leave? A. Then after we got in there I asked them if they would like to stay until after the holidays and they said they would, and Charley said he would leave any time I wanted them to, but I found it impossible to stay there with my son and his wife, many things made it impossible, there was drinking and physical violence.

Q. Any physical violence against you? A. Yes.

Q. By whom? A. By my son, and I left the house—or rather I waited until the next morning and then I said I was going away on the train, and Charley was very nice, he was perfectly sober, and he said he would take me back to Atlantic City in his car, and he did, and I have been there ever since.

Q. Who is in possession of the house? A. That was about the 8th or 9th of December, 8th of December, I think, 1924.

Q. And he has been there ever since? A. Yes, and I have never been in the house since.

Q. You are staying temporarily now with whom? A. Mrs. Fullmer in Atlantic City.

THE COURT: Now in the meantime, between the time you left Mr. Tyler's office the day before the trial, and the time you went home with your son, there had been a settlement of the litigation agreed upon, hadn't there?

THE WITNESS. No.

THE COURT: Wasn't there?

THE WITNESS: No, we were going to try the case, that was the understanding, I was to return the next day and the case was to come up before you.

THE COURT: Yes, but you didn't come, and the next day I received a letter from you stating you wished the case dismissed.

THE WITNESS: Yes, because I thought there would be an amicable settlement. All I cared for was peace, and to have things adjusted. I wanted my property back again and it was all promised me.

Q. Won't you tell the Vice Chancellor how you came to get in the car and how you came to write the letters, as you told me; you haven't told quite what you told me, tell who dictated those letters.

THE COURT: You wrote a letter to Mr. Tyler telling him you wished to withdraw from the case and have it dismissed, and you wrote a similar letter to me?

THE WITNESS: Yes, but I didn't tell Mr. Tyler I wanted the case dismissed. I remember writing and said I keenly appreciated the care with which he was preparing my case.

THE COURT: I thought you wanted a dismissal?

THE WITNESS: Yes, I thought it could be made with safety, and a settlement could be effected on the basis of the Equitable Estates Corporation—as it was first told to me it was to be—

Q. Mrs. Aleck, the letter to the Vice Chancellor—
A. Yes.
Q. Who told you, if anybody, what to put in that letter? A. My son.
Q. And the letter to Mr. Aleck who told you, if anybody, what to put in that letter. A. I don't think there was anything dictated in that letter, was there?
Q. I don't recall that letter now A. I think it was simply a personal letter.
Q. You say some of them were dictated, which letter was dictated by him? A. By my son to the Chancellor and Mr. Koehler, I told him I wanted it dismissed.

Q. Who dictated the letter to Mr. Koehler? A. He.

Q. You mean your son? A. Yes.

Q. And did he dictate the letter to you? A. Yes.

Q. Mrs. Aleck, I wish you would tell the Vice Chancellor how you came to get in the automobile, what happened? A. Well, I spoke to them and I said I couldn't go that Mr. Aleck would be there in a few minutes, and then we went on, and I sent Mr. Aleck a letter and enclosed him the key to the house.

Q. She is very reluctant to tell how she went in the car. Before you went on you got in the car, didn't you? A. Yes.

Q. Who helped you in? A. I got in myself; of course, they helped me in.

Q. Now then where did you stop to send this letter back to Mr. Aleck with the key? A. In Haddonfield.

Q. You insisted upon that, did you? A. Yes.

Q. From there where did you go? A. To Atlantic City.

Q. And was it in Atlantic City— A. I wrote those letters.

Q. That those letters were dictated, you say, by Dr. Spear? A. Yes.

Q. You have no intention at the present time of dropping the suit without recovering title to the property? A. No, it was all promised to me it would be amicably adjusted.

Q. But it hasn't been? A. No, I tried hard to have it done; it is extremely painful to me, this litigation.

THE COURT: The difference between you and your son is you want entire control of your property to do what you please with it during your lifetime and at your death, and your son is willing for you to

have the property to do what you please with it during your lifetime but to preserve what there is left of it for him at your death?

THE WITNESS: Yes, but why should I accept a life right in my estate?

THE COURT: I am asking whether that is the difference?

THE WITNESS: Yes, but I don't think I should accept a life estate in my own estate, and I never did approve of a remainderman.

THE COURT: The real reason is your son doesn't want Mr. Aleck to get any part of it, is that the real difficulty?

THE WITNESS: Yes, that is what he states, but I can't imagine why he should imagine such a thing that I would forget him; he is the dearest object in the world to me and I wouldn't forget him under any circumstances, and I deeply regret the hatred which seems to exist between Mr. Aleck and my son; both have good and noble qualities and why they hate each other seems inestimable.

Q. Mrs. Aleck, will you please tell us your age? A. I am about seventy.

Q. What is the condition of your sight? A. Very poor.

Q. How long has it been so? A. For a number of years.

Q. What was its condition in 1919 and 1920? A. It was very difficult for me to read.

Q. Very difficult to read? A. Yes.

Q. These papers that were purported to be signed by you, did you consult any attorney about signing them before doing so? A. Never.

THE COURT: You refer now, Mr. Tyler, to the deeds to the Equitable Estates Corporation?

MR. TYLER: Yes.

THE WITNESS: And Mr. Bird didn't represent me at all, he represented my son always.

THE COURT: You refer also, I suppose, to the certificate of stock?

MR. TYLER: Yes. Will you let me see the declaration of trust?

MR. ROSE. Yes, sir.

THE COURT: Did you have any advice about signing those deeds to the Equitable Estates Corporation from anyone, an attorney, or anyone else?

THE WITNESS: No, never; everything I did was for my son's good. Everything I signed was either for his good or to avoid physical violence.

THE COURT: To avoid what?

THE WITNESS: Physical violence.

THE COURT: I guess you will have to explain that.

THE WITNESS: Well, sometimes he drinks too much, and when he has been drinking he is very apt to strike, and I was afraid he might injure me.

THE COURT: What have you ever signed as the result of fear of that kind?

THE WITNESS: One was the agreement.

THE COURT: Was what?

THE WITNESS: An agreement, 1922, and now they—what was the date of that?

MR. TYLER: Let me have that agreement, November 3, 1922, I think.

THE COURT: That isn't in evidence, is it?

THE WITNESS: They will undoubtedly produce it.

MR. ROSE: This is subject to your call, you made a call for this, didn't you?

MR. TYLER: Yes.

THE COURT: Can't you give the circumstances under which you signed that agreement?

THE WITNESS: He had come to my house several times and asked me to make a settlement, which I would have been very happy to have done if I had considered the settlement fair to me, but in this particular settlement—a few days before this settlement he had suggested one that I had refused to sign, and he had attacked me with an umbrella, so when he wanted me to sign this one, which didn't entirely suit me because he was made the remainderman and everything was turned over to a trust company, something which I didn't approve of, I tarried as long as I could and then I came to Philadelphia with him, and I think the circumstance has already been related to you this morning, wasn't it?

Q. You will have to tell him yourself. A. I came to Philadelphia.

Q. Why did you go to Philadelphia? A. Because it would take some time to get there and it was already late in the afternoon, and I really didn't think we could get anyone to witness it that afternoon, and I didn't want to sign anything alone in the house, or refuse to sign it, and that is the reason I went to Philadelphia, and it was in the same office where Mr. Harker was, who at that time represented me, and Mr. Harker wasn't in his office, and then I suggested we go to Miss Hamer, a Notary Public, and we went there, and she for some reason had been delayed in leaving, and I signed it before her. She asked me if I had read the contents and I said no, but my son said he had read it to me.

THE COURT: Had he?

THE WITNESS: Yes, he had read it to me, but I wasn't pleased with it, and I sent it to Mr. Tuttle, second Vice President of the Girard Trust—

THE COURT: But you signed it and acknowledged it?

THE WITNESS: Yes.

THE COURT: I thought you were afraid of his physical violence, you said?

THE WITNESS: Well, I was.

THE COURT: And signed it for that reason?

THE WITNESS: Yes.

THE COURT: Would you have signed it if you hadn't been afraid?

THE WITNESS: No.

THE COURT: What made you afraid at that particular time?

THE WITNESS: I just judged from the past.

THE COURT: Was he under the influence of liquor at that time at all?

THE WITNESS: No, I don't think he was, but he changes very quickly from being mild to being agressive.

THE COURT: He has a hot temper, do you mean?

THE WITNESS: Yes.

Q. That was after this suit was brought, wasn't it? A. Yes, and I immediately enclosed that to Mr. Tuttle, and two days afterwards I went to see him and he told me not to let it trouble me at all, it wasn't a legal document.

Q. Who is Mr. Tuttle? A. Second Vice-President of the Girard Trust Company, I am quite well acquainted with him. And then— what was I going to tell you, you asked me a question.

Q. Had you submitted this agreement to anybody at all before you signed it? A. No, sir.

Q. Had you any opportunity to? A. No, sir.

Q. Did anybody know anything about it except you and your son? A. No one.

Q. You had an attorney then? A. Yes, but Mr. Harker wasn't in his office. I know what I was going to say. After this agreement was witnessed it was abrogated later by my son coming to me and suggesting we should go to Mr. Harker's office, and we went together to his office, and my son dictated an agreement to Mr. Harker and that was an agreement which I would have been willing to carry out.

Q. Never mind the contents of it; that was never signed by him? A. After he dictated it he wouldn't sign it.

Q. That referred to the same matter in controversy? A. Yes. That was more fair to me, very much more fair than the other.

Q. Mrs. Aleck, did you ever see Mr. Kruse, the man who testified that some one had come to his office in Hoboken? A. I don't remember ever having seen him.

Q. Did you ever go to his office in Hoboken and acknowledge an agreement? A. I don't remember anything of the kind.

Q. Did you ever go there with Dr. Spear and his wife and sign and acknowledge an agreement? A. I am quite sure I did not.

THE COURT: Were you ever in Hoboken with Dr. Spear?

THE WITNESS: Not since he was a little boy. Then I never knew anything about that agreement until 1921, and it was signed in 1917. I was told there was a very peculiar agreement on record.

THE COURT: 1917?

THE WITNESS: It is signed in 1917, and the first I knew of it was 1921.

THE COURT: It was recorded in 1921?

THE WITNESS: Yes—I don't know just when it was recorded. Someone told me there was a very peculiar document on record and that it was all about M. Aleck, and I couldn't imagine what it was, and on the 10th of October, 1921, or 1922, I stopped at the Court House, and I had quite a time in locating this document, and then I signed it— I mean then I read it, and it was ridiculous altogether, it contradicts itself, one page contradicts the following, and I am very sure that I never signed a paper in which I said my son had supplied the money with which I had bought my property, because he didn't. The Homestead Farm I inherited from my Grandfather Cooper, my Grandfather Cooper left it to my father's children and my brothers had it sold through the Court of Chancery and I bought out my brothers and sisters, so I owned the entire property, and I didn't care anything about owning it and Mrs. Browning did, so I let her take the property in her name, but it was my money that paid for it, and she held it in her name until Judge Garrison wrote me that if I didn't come on and look after the property it would be lost, it would be sold for taxes and interest, and I didn't pay any attention to his letter, and he sent me a telegram and then I came on and Josephine conveyed the property back to me, and I paid all the debts against it—

THE COURT: Is she alive now?

THE WITNESS: No. I paid all the debts against it and there was a mortgage which was created in her name, $9,000, the money was borrowed from G. G. Green, of Woodbury, and afterwards, without consulting me she borrowed another $1,000, and that made $10,000 against the property altogether, and I

reduced that mortgage to $6,000, and it was through this mortgage that all this has gone on this morning, that has been explained to you, and I paid about $16,000 altogether against the property and I owned it absolutely, and my son was then a little boy, so I am quite sure he didn't furnish me with the money to pay this.

Q. After the mortgage was foreclosed by the Louis Bergdoll Brewing Company according to the decree there was then due about $6,800; did you make any further payments? A. Yes, I think I reduced it to about $6,000, I am not positive about that, but I know I borrowed the money from Mr. John A. Scanlan to pay the Bergdoll Brewing Company, and I afterwards paid the interest to Mr. Scanlan, but I didn't bother about it enough to know that Mr. Scanlan had bought the decree from the Bergdolls—the old Bergdolls died and all their New Jersey mortgages were called in, and Mr. Samuel W. Beldon represented them at that time and I told him I couldn't get the money so quickly to pay it off, and he said well it didn't matter, he would hold off the sale. He wouldn't let the property be sold, and he didn't allow it to be sold. Then as long as I had time I borrowed it from Mr. Scanlan and then I paid interest to Mr. Scanlan up to the time I sold to Mrs. Smith, Mrs. Alexander Smith, in 1902.

Q. That doesn't appear in this transaction because that is the Fernwood Cemetery and was cut out by this foreclosure? A. Yes.

Q. Now, who actually paid the six or seven thousand dollars that was due to Mr. Scanlan? A. I would.

Q. Well, who did pay it? A. Then the foreclosure went on under Mr. Somers, didn't it, he was the Sheriff, and I was away at the time, and my son bought it in in his own name, and just how much of

of his own money he put up I don't know, but I know he immediately mortgaged the property for $2500, and kept the $2500. and that ever since I have paid the interest on that $2500. and all the assessments against the property. This last tax bill I didn't pay, that is the only one, isn't it?

MR. ROSE: You didn't offer these in evidence, Mr. Tyler. You made the call for them and used them and you will have to put them in evidence in your case.

MR. TYLER: You keep them.

MR. ROSE: I insist upon them—

THE COURT: You can't force him to offer them in evidence, Mr. Rose. What are they?

MR. ROSE: One is the declaration of trust and the other is the agreement. He made the call and used them in examining this witness, and he is obliged to offer them as his exhibits.

THE COURT: No, I don't think so. You can examine on them if you want. You can have them marked for identification, that will connect them with the testimony.

(Said papers marked Exhibits D-4 & D-5 for Identification.)

CROSS-EXAMINATION.

By MR. ROSE:

Q. Mrs. Aleck, you testified a little while ago about meeting your son in Collingswood the night before the day of the final hearing in this case in November? A. Yes.

Q. During that day you had telephoned your son to come and meet you, hadn't you? A. I told him to come and see me earlier in the day.

Q. And also had written him a letter a day or two before at Hainesport to come and see you there? A. I do recall I wanted to settle the matter out of court.

Q. And it was in response to your request that he came to Collingswood and met you at the corner? A. No, sir, it was just as much his request; he also had been urging me to meet him for a settlement.

Q. So when you met him there you asked him to take you to Atlantic City, didn't you? A. I did not.

Q. Where did you ask your son to take you? A. I didn't ask him to take me anywhere that I remember.

Q. What did you say to him? A. I told him I was in a great hurry to get him, that I had the key to the house and that Mr. Aleck would be there in a few minutes.

Q. And then you went to Haddonfield? A. Yes.

Q. And went into a drugstore? A. No.

Q. Into what kind of a store did you go? A. Didn't go into any store.

Q. Where did you write your letters? A. In the home of a friend of my son's.

Q. Who? A. I don't know his name even.

Q. Where does he live? A. I could find the house, it is along the railroad.

Q. You wrote the letter to Mr. Tyler? A. I wrote the letter to Mr. Aleck there.

Q. And enclosed him a $20.00 bill? A. Yes.

Q. And the key to the house? A. Yes, sir.

Q. And in that letter you said you were going away with your son Charley? A. Yes, I think I did.

Q. Did you say where you were going? A. Yes, I said I was going to Philadelphia.

Q. You weren't going to Philadelphia though, were you? A. I didn't know where I was going.

Q. But when you wrote that letter to him saying you were going to Philadelphia you weren't then headed for Philadelphia, were you? A. I wasn't headed anywhere in particular, I didn't know where I was going.

Q. You did go to Atlantic City? A. I did.

Q. And whom did you visit in Atlantic City? A. I didn't visit anyone.

Q. Where did you stay? A. I stayed at 34 S. Atlantic Avenue.

Q. In whose house? A. The house of Mrs. Parks; Mrs. Parks had been recommended to me, it just happened so, a short time before, as having a very comfortable and nice house.

Q. Was it in that house you wrote the letter to Vice Chancellor Leaming? A. Yes.

Q. And the letter to Mr. Tyler? A. Yes, wrote them all at one time.

Q. How long did you stay in Atlantic City at that time? A. I can't recall exactly, I think it was two or three days we were there.

Q. And then where did you go? A. We went to Hainesport.

Q. To your son's home? A. Yes, sir.

Q. How long did you remain there? A. Over night.

Q. Then where did you go? A. Well, I am not sure. In the meantime Mr. Aleck had had a warrant issued against my son for kidnapping, which he shouldn't have done, and he thought the best thing to do—

Q. Never mind what he thought. Pardon me for saying that A. Yes.

Q. You went back to Atlantic City? A. Yes, sir.

Q. And you went to the home of Dr. Dubler? A. No, I never stayed at his home.

Q. I thought you did, that is my mistake. Then while you were in Atlantic City you wrote a letter to Chancellor Walker, didn't you? A. No, I went to see him.

Q. You went to see him? A. Yes.

Q. Who took you? A. I went with Dr. Dubler.

Q. Was your son along with you? A. Dr. Dubler was introduced to me as a friend, someone who would help us get this matter settled up, come to terms in an amicable way, and I went to ask the Chancellor if it could be dismissed, and he said he didn't see any reason why it shouldn't be.

Q. And you say Dr. Dubler was present? A. Yes, sir.

Q. And your son wasn't present? A. No, sir, he was not.

Q. And you had quite a lengthy conversation with the Chancellor at that time? A. Well, we seemed to say a great deal, but I don't think we were very long about it.

Q. You were there about half an hour, weren't you? A. I don't think so, we might have been.

Q. Was Dr. Dubler in the room? A. Yes. I liked Chancellor Walker exceedingly, and it was a very pleasant interview, and I might have been there longer than I thought.

Q. You told the Chancellor you wanted the case dismissed? A. Yes.

Q. Did you tell him why? A. Yes, we had agreed upon an amicable settlement.

Q. Did you tell him why it had not been dismissed? A. No. I don't think I exactly understand your question. I knew myself why it hadn't been dismissed, because when we talked settlement Charley's terms never suited me.

Q. Wait a minute. When you were in the Chancellor's office asking him to dismiss this suit— A. Yes.

Q. You told the Chancellor you wanted this case dismissed, didn't you? A. I did, yes.

Q. You told the Chancellor you couldn't get it dismissed, isn't that so? A. No, I don't think so.

Q. You don't think you did? A. No, I asked him if there was any reason why it shouldn't be dismissed.

Q. You told him you wanted it dismissed? A. Yes.

Q. And the reason you couldn't get it dismissed was because—what is the answer? A. I don't know; you answer it for me, won't you? Really I don't know. I don't mean to express any levity, but I would be glad for you to tell me.

Q. Didn't you say it was because Mr. Tyler wouldn't let you do it? A. No, I never said anything like that. I liked Mr. Tyler and he would do anything I asked him, I am sure, in regard to the settlement.

Q. Sometime after that, while you and your son were stopping in Atlantic City, you expressed a desire to return to your home in Collingswood and get some valuable papers and keys to a safe deposit box, didn't you? A. Yes, and also—

Q. Just a minute; we will get along faster if you answer the questions. And you and your son and Mrs. Dubler and Mercedes came up to Collingswood in an automobile? A. We did.

Q. After you arrived in Collingswood did you make a request that I come out there to Collingswood? A. I did not.

Q. When I came to Collingswood did I talk with you in a restaurant? A. No.

Q. Were you in a restaurant when I met you in Collingswood? A. We were in a restaurant, but you didn't come in there.

Q. You are sure about that? A. I don't remember it; we went out of the restaurant and across the street.

Q. And did you talk with me? A. I think I did a little.

Q. And do you remember what you told me? A. I know what I wanted to do, so I probably told you that.

Q. Do you remember what you told me? A. I told you I wanted to go into my own house and I thought it would be much better to go in and talk to Mr. Aleck alone, and he didn't object, but he said he wouldn't let me in the house if Mrs. Dubler and Mercedes came with me, and before I left Atlantic City it was agreed I should go in my home alone and have a talk with Mr. Aleck, and after we got there Mercedes and Mrs. Dubler followed me, and that is the reason, I think, Mr. Aleck wouldn't let me in.

Q. Do you remember asking me to get a police officer? A. No, sir. If any such a request was made it was made by my son, not me.

Q. Do you remember a police officer being present? A. Yes, but I didn't know he had been sent for.

Q. You saw him standing in the yard on the sidewalk? A. Yes, talking to you.

Q. And you and I and Mrs. Dubler went around the back and you tried to open the back door, didn't you? A. Yes.

Q. Tried to force it, didn't you? A. Yes.

Q. You did do it yourself? A. I don't remember trying to force it, I tried to get in the back way.

Q. And you couldn't get in? A. No, sir.

Q. So we came around the side yard? A. Yes.

Q. And you picked up a piece of bric-a-brac? A. No, sir, I didn't anything of the kind.

Q. Did you pick up a hard instrument of any kind? A. Just an old pot there, a little pot to boil things in.

Q. And you took that in your hand? A. I did.

Q. And you went up on the porch? A. Yes.

Q. And your husband was sitting inside reading a newspaper, wasn't he? A. Yes, I think he was.

Q. And you made demand upon him— A. To let me in.

Q. And he refused to do it? A. Yes, sir.

Q. And you stood there at the window and talked with him and pleaded with him to let you in? A. Yes.

Q. And then you took this dishpan, this pan you had in your hand and broke through the window, breaking the glass completely out? A. Yes.

Q. You then asked your son to enter the house and open the front door, isn't that so? A. I think he went in of his own free will, I don't think I asked him.

Q. He opened the door and we all went in there, isn't that so, the policeman came in, too, isn't that so? A. I guess so.

Q. Don't you remember? A. I don't remember the policeman being there, perhaps so, I won't deny it.

Q. And you told your husband you wanted some valuable papers, some safe deposit keys and some money which you had left upstairs, didn't you? A. No, I went upstairs to get my things, I didn't say anything about it. I went upstairs and I couldn't find

anything and I came downstairs and said that my safe deposit keys and various other things were gone, and I asked Mr. Aleck where they were, and he said he didn't know anything about them, and I pleaded with him to tell me and he wouldn't tell me, he said he didn't know anything about them.

Q. You went upstairs to locate them, some papers, didn't you? A. Yes.

Q. Looked for some money which you had left there? A. Yes.

Q. About $140.00, wasn't it? A. I don't know the exact amount, quite a large amount.

Q. And the keys to your safe deposit box in Philadelphia? A. Yes, sir.

Q. And you came down and demanded him to return those papers, money and keys to you? A. I asked him to give them back to me.

Q. Which he refused to do? A. Yes.

Q. Then you and Mrs. Dubler walked out the front door, didn't you? A. I think we did, yes.

Q. Leaving Mercedes and myself in the room with Mr. Aleck? A. Yes.

Q. And you went over to the office of a Justice of the Peace, didn't you? A. Yes, sir.

Q. You and Mrs. Dubler were alone with the Justice? A. We were.

Q. You told the Justice of the Peace what had occurred? A. Yes.

Q. And made a written complaint under oath against your husband charging him with stealing valuable papers, money and safe deposit box keys, isn't that so? A. Yes, and I will tell you why,—

Q. Just a minute. The Justice of the Peace issued a warrant for Mr. Aleck's arrest? A. He did.

Q. Mr. Aleck was brought before the Justice of the Peace, wasn't he? A. He was.

Q. And he was given a hearing? A. Yes.

Q. At which time you again accused him of stealing your money and valuable papers? A. I reiterated those things had disappeared and he wouldn't tell me where they were.

Q. And the result was the Justice of the Peace sent him to the County Jail in default of bail, isn't that so? A. Yes.

Q. And he remained in jail quite a little while? A. Several days.

Q. And in the meanwhile you went to Philadelphia and employed an attorney, David J. Smith? A. Yes.

Q. What for? A. I went to the Girard Trust and I found he had been there—

Q. Who? A. Mr. Aleck had been there to a box that we had owned jointly—I had owned it before I married him and after we were married it became our joint property—that he had given the box up and rented it over again in his own name and I couldn't get access to the box, and it was very necessary that I should, as there were some papers in there I needed.

Q. And David J. Smith as your counsel in Philadelphia made application to the Court of Common Pleas for an injunction against the Franklin Trust Company, is that right, or the Girard Trust Company? A. The Girard Trust Company.

Q. David J. Smth as your counsel made an application for an injunction? A. Yes—rather Mrs. Dubler's counsel.

Q. You employed David J. Smith? A. I went there with Mrs. Dubler.

Q. Mr. Smith understood he was acting as your counsel? A. Yes.

Q. You signed papers for him, didn't you? A. I signed a paper he wrote out so I would get possession of my box again.

Q. And as a result of Mr. Smith's efforts an injunction was issued against the trust company, isn't that so? A. Yes, but it was all amicable.

Q. Amicable or not, I am asking you the question. A. Yes.

Q. What happened then? A. The case came up and they did their best to prevent me from speaking to Mr. Aleck, but I did talk to him, and we went together before the court, and he said there was really no difference between him and me, and he was perfectly willing I should have the box providing no one else got it.

Q. Then you and your husband settled the matter in court, is that so? A. No, we settled it out of court.

Q. I see. A. You must allow me to tell you something.

Q. I have asked all the questions I want to ask on that point, I wish to take up something else. A. That is unfair to me.

THE COURT: Mr. Tyler will let you explain, you will have a chance.

Q. Mrs. Aleck, I show you a lease made by Helen C. Douglas, attorney in fact, to Forrest E. Ginter, dated February 14, 1902, for the Cooper Homestead Farm?

THE COURT: For what?

Q. The Cooper Homestead Farm. I ask you if that is your signature?

THE COURT: Whom to whom?

MR. ROSE: Helen C. Douglas, attorney in fact, for Charles C. Spear, to Forrest E. Ginter.

Q. I show you that paper, Mrs. Aleck, and ask you if that is your signature? A. Yes, but it doesn't make any difference whether it is or not, this is not of the slightest importance. Yes.

Q. That is your signature? A. Yes. Charley was away and I rented the place to the Ginters, and that was nothing.

MR. ROSE: I offer this.

(Said paper marked Exhibit D-6.)

MR. TYLER: I object to it unless it has some relevancy to the suit; I don't see the necessity of encumbering the record with a lengthy document like that.

THE COURT: What is the purpose of it?

MR. ROSE: Immediately before that time Dr. Spear had given his mother a power of attorney authorizing her to sell all his real and personal property, and I want to show by virtue of that power of attorney Mrs. Douglas executed that lease as his attorney in fact.

THE COURT: All right.

Q. I show you this paper dated—the acknowledgment is taken November 3, 1917, before Julius H. Kruse, and I ask you if that is your signature?

THE COURT: That is the one that was acknowledged.

THE WITNESS: It certainly looks like that.

THE COURT: That is the declaration of trust the notary spoke about?

MR. ROSE: Yes.

THE COURT: Is that your signature?

THE WITNESS: It looks like it.

MR. ROSE: I offer it now.

(Said paper heretofore marked Exhibit D-5 for identification now marked Exhibit D-5.)

Q. I show you an agreement dated November 20, 1922, between Helen C. Douglas and Charles C. Spear, executed before Mary E. Hamer—

THE COURT: What is this?

MR. ROSE: An agreement.

THE COURT: What date?

MR. ROSE: November 20, 1922.

THE COURT: Agreement between whom?

MR. ROSE: Helen C. Douglas and Charles C. Spear, touching the whole subject matter in litigation.

Q. I ask you if that is your signature? A. It looks like it—it is my signature.

MR. ROSE: I offer this in evidence.

(Said paper heretofore marked Exhibit D-4 for identification, now marked Exhibit D-4.)

Q. Bond and mortgage dated November 3, 1920, between the Equitable Estates Corporation and J. Henry Longmaid, Edward S. Wood, William E. Haden, Mary A. E. Harvey, Katharine M. Berwind, Trustees of the Estate of Richard Esterbrook, deceased, for $3,000, payable at the expiration of three years.

THE COURT: To whom?

MR. ROSE: It is to the Trustees of the Estate of Richard Esterbrook, deceased, from the Equitable Estates Corporation.

Q. And I ask you if that is your signature? A. Yes. You know I was to borrow that money—
Q. Wait a minute. You said yes.

MR. ROSE: I offer this in evidence.

(Said paper marked Exhibit D-8.)

Q. I show you a bond made by Equitable Estates Corporation to the same persons, $3,000, three years, six percent, and I ask you if that is your signature? A. That is my signature.

MR. ROSE: I offer this.

(Said paper marked Exhibit D-9.)

Q. There are two signatures there, are both your signatures? A. I don't know what the paper is.
Q. It is a bond, is that your signature? A. Yes.
Q. I show you an assignment, Helen C. Douglas, attorney in fact for Charles C. Spear

THE COURT: The date?

Q. Dated June 22, 1920—I don't see the name of the assignee.

THE COURT: Whom to whom?

MR. ROSE: I am looking for it, Vice Chancellor.

Q. Helen C. Douglas, attorney in fact for Charles C. Spear—there doesn't seem to be any assignee—yes, the Equitable Estates Corporation, and I ask you if that is your signature? A. What does it assign?

Q. It assigns the Spear-Fernwood agreement. Is that your signature? A. It looks like it, but I don't know anything about that paper.

MR. ROSE: I offer that.

(Said paper marked Exhibit D-10.)

Q. I show you three sheets of note paper in an envelope—

THE COURT: Will you see whether that acknowledgment is signed before the same officer?

MR. ROSE: Yes, the same date and the same person.

Q. I show you three slips of note paper, they look to be yellow to me, and an envelope postmarked, "Philadelphia, November 30, 1920, 3 P. M." addressed "General Post Office, Lock Box 202, New York City, New York," and I ask you if that is in your handwriting and if this is in your handwriting?

THE COURT: A letter from whom to whom?

Q. I will prove it by the witness. A. There isn't anything in this letter I can't explain.

Q. Is that a letter from you to your son? A. I imagine so.

Q. Don't you know? A. It looks like it.

Q. I have asked her to identify the handwriting of this note and this, and she said it is her handwriting. A. I said it looked like it; I don't know what is in the letter or anything about it.

MR. ROSE: I want that marked for identification.

(Said paper marked Exhibit D-11 for Identification.)

Q. I show you another yellow piece of paper and ask you if that is in your handwriting? A. It looks like it.

Q. Is that envelope in your handwriting? A. It looks like it.

Q. Is that a letter from you to your son? A. It looks like it.

MR. ROSE: I offer that in evidence.

(Said paper marked Exhibit D-12.)

THE COURT: Hasn't it any date?

MR. ROSE: No, sir.

Q. Now, I show you a white piece of paper, which has at the top "Bank Account, 1903" and I ask you whether or not that is in your handwriting? A. No, honestly, I can't tell you if it is or it is not.

Q. Look at it closely. A. I can't tell you, it might be and it might not; I don't know what it is about, or anything at all.

Q. Look at it, take as much time as you like A. I can't read it, I can't see to read it, and I can't say it is mine until I know what it is.

Q. I show you this paper here A. I can't see to read that either, I don't know what it is.

Q. It is large writing, isn't it? A. Yes, but I can't see to read, I can't read my own writing.

Q. Your son sent you money at various times, beginning April, 1903, didn't he? A. April, 1903. Yes, but he never gave me really as much as I gave him.

Q. Never mind, just answer the question, please. A. Yes.

Q. He sent you on April 6, 1903, $500.00? A. But the draft wasn't good, I went to Mr. Scanlan, of the Drexel Building, to have it cashed, and it wasn't good. Mr. Scanlan went with me.

THE COURT: You said it wasn't his money he sent you?

THE WITNESS: The draft wasn't paid; I took the draft right away to Mr. Scanlan, he is a lawyer, 950 Drexel Building, and he said, "Leave the draft with me and I will go to Drexel Brothers, and you come back in a few days and get the money," and he took the draft to Brown Brothers in the Drexel Building and the draft was no good.

Q. Mrs. Aleck, I show you an envelope, "Adams Express Company" addressed "Helen C. Douglas, Collingswood, Camden County, New Jersey, From Charles C. Spear, Fifth Avenue Hotel" dated "March 31, 1903" and I ask you if you received that envelope? A. Yes, and it was to pay something for himself and I used it for that purpose.

Q. You received $990.00 at that time, did you? A. Yes, sir.

Q. I show you a check drawn to your order— A. For $3,763.50, which I used to settle the Dubois claim against Charley. I can show you the receipt from Mr. Dubois.

THE COURT: Is that the check you were inquiring about?

THE WITNESS: What is this, I don't know.

Q. Is that your signature? A. All this money he sent me, Mr. Tyler, I paid out for him.

Q. I show you a check for $1200 drawn to the order of Helen C. Douglas, signed Charles Cooper Spear, dated May 15, 1905, is that your signature—your endorsement? A. Yes, it look like it, but whatever money was sent me I paid—

MR. ROSE: I offer that.

(Said check marked Exhibit D-13.)

Q. I show you a check dated March 25, 1905, to Helen C. Douglas, for $35.00, signed "Charles C. Spear" and ask you if that is your endorsement? A. I guess it is, it looks like my signature.

MR. ROSE: I offer that.

(Said check marked Exhibit D-14.)

Q. I show you a check dated April 6, 1905, to Helen C. Douglas, signed "Charles C. Spear" for $30.00; is that your endorsement? A. Yes.

MR. ROSE: I offer that.

(Said check marked Exhibit D-15.)

Q. I show you a check dated November 22, 1906, to Helen C. Douglas, for $25.00, signed "Charles C. Spear" and ask you if that is your endorsement? A. It looks like it.

MR. ROSE: I offer that.

(Said check marked Exhibit D-16.)

Q. I show you a check dated December 4, 1906, drawn to the order of Helen C. Douglas, for $25.00, signed "Charles C. Spear" and ask you if that is your endorsement. A. It looks like it.

MR. ROSE: I offer that.

(Said check marked Exhibit D-17.)

Q. I show you a check dated December 10, 1906, to H. C. Douglas, $100.00, signed "Charles C. Spear" and ask you if that is your endorsement? A. It looks like it.

MR. ROSE: I offer that.

(Said check is marked Exhibit D-18.)

Q. I show you a chcek dated February 27, 1907, to Helen C. Douglas, $20.00, signed "Charles C. Spear" and ask you if that is your endorsement? A. It looks like it.

(Said check marked Exhibit D-19.)

MR. TYLER: I thought they were to be marked for identification. I object unless they have some relevancy.

THE COURT: I think they signify as near nothing as anything can be unless they are followed by Mr. Spear's testimony that this money was given to her.

MR. ROSE: That is the purpose of it.

Q. I show you a check dated December 12, 1907, Helen C. Douglas, for $20.00, signed "Charles C. Spear" and ask you if that is your endorsement? A. I ought to be allowed—I can't see to examine this—Oh, this is, yes, that looks like it.

MR. ROSE: I offer that.

(Said check marked Exhibit D-20.)

Q. I show you a check dated March 2, 1908, to the order of Helen C. Douglas, for $25.00, and signed "Charles C. Spear" and I ask you if that is your endorsement? A. It looks like it.

MR. ROSE: I offer that.

(Said check marked Exhibit D-21.)

Q. I show you a check dated July 25, 1908, to Helen C. Douglas, $15.00, signed "Charles C. Spear," and I ask you if that is your endorsement? A. I guess so.

MR. ROSE: I offer that.

(Said check marked Exhibit D-22.)

Q. I show you check dated December 24, 1908, to Helen C. Douglas, $20.00, signed "Charles C. Spear" and I ask you if that is your endorsement? A. I expect so.

MR. ROSE: I offer that.

(Said check marked Exhibit D-23.)

Q. This paper is dated "March 28, 1904—$990.00 —from Corn Exchange Bank, corner William and Beaver Sts., New York City, check dated March 31, 1903, payable to the order of Helen C. Douglas, signed Chas. C. Spear"; is that in your handwriting? A. It looks like it.

MR. ROSE: I offer that.

(Said paper marked Exhibit D-24.)

Q. Memorandum written on the stationery of the Astor House, New York, "Deposited in 3% account W. End Trust Company, April 18, 1904, $200.00 from Chas. C. Spear, check dated March 23, 1904, signed Wm. P. Henley and charged to the account of the U. S. & Nicaragua Co. with Union National Bank, Pittsburgh. Deposited 3% account W. E. T., April 19, 1904, $608.75 from L. W. C. Co., payable to Helen C. Douglas," and ask if that is in your handwriting? A. Yes, that looks like it, I don't know, it looks like it.

MR. ROSE: I offer that.

(Said paper marked Exhibit D-25.)

Q. This is on an old brown piece of paper, "April 6, 1903, from C. C. S"; that is your son Dr. Spear? A. Yes.

Q. "$500.00. April 22, 1903, $300.00, C. C. S. per J. Dutrick"— A. Yes.

Q. "April 22, 1903, $8.00, C. C. S. per Camermayer Shoe Store"—is that? A. I don't know.

Q. I thought you might remember it? A. No.

Q. June 2nd, $95.00; July 8, 1903, $450.00, Int. Locustwood C. Co.; July 29, 1903, $200.00, C. C. S., from Gracios—it looks like to me; September 3, 1903, $60.00, C. C. S.—it looks like—Nicaragua; December 26, 1903, $200.00 from C. C. Spear; February 4, 1904, $200.00 check; February 4, 1904, $200.00 check of the United States & Nic. Co., dated Jan. 7th, 1904, Santa Cruz and signed by James Deitrick, managing director, drawn to the order of Charles C. Spear and endorsed by him to me, February 17th, $450.00 from L. W. C. Cor. That is in your handwriting, isn't it? A. Yes.

MR. ROSE: I offer that.

(Said paper marked Exhibit D-26.)

Q. This seems to be a similar account to that, but on the other side of this entry "February 17, 1904, $450.00., L. W. C. Co., H. C. D., and payable to Ripley & LeBurn. March 28, 1904, $200.00, C. C. S., and used to pay for Lot adjoining 23 E. Stiles Ave,", and I ask you if that is in your handwriting? A. Yes. What does that say about that money?

Q. "$200.00, C. C. S.", that is Charles Cooper Spear? A. Yes.

Q. "And used to pay for lot adjoining 23 E. Stiles Ave.", isn't that so, that is your handwriting? A. That is my handwriting.

MR. ROSE: I offer that.

(Said paper marked Exhibit D-27.)

Q. Mrs. Aleck, coming back to these three deeds, you were living in Philadelphia in June, 1920, weren't you, up on Park Avenue? A. Yes, sir.

Q. And your son was living not far from you? A. He just came there temporarily and took a room.

Q. Not far from your home? A. Yes.

Q. How did you know your son was coming to your house on the morning of June 22, 1920, to have you sign those deeds? A. I didn't know.

Q. He came as a complete surprise, did he? A. He kept coming all the time demanding me to convey my property to the Equitable Estates Corporation; he came and rented that room for no other purpose.

Q. Your son came to your house at what time of the day on June 22nd? A. I don't know.

Q. Morning or afternoon? A. I don't know, probably the morning.

Q. You think it was in the morning? A. Probably it was.

Q. Was your son intoxicated that morning? A. No.

Q. Was he cruel or abusive that morning? A. No, sir.

Q. Was he kind? A. Oh, very kind, very sweet to me.

Q. You and he talked about this matter in your home? A. Yes, and I knew perfectly well what I said.

Q. You and he went out and took a car to the central part of Philadelphia, didn't you? A. Yes.

Q. The deeds were signed in an office on Filbert Street, weren't they? A. The deed to the Collingswood house was.

Q. In whose office was that? A. I have forgotten the name, it was Augusta something.

Q. Augusta T. Vetter? A. She was the Notary Public.

Q. She wasn't on Filbert Street, was she? A. No, the Drexel Building.

Q. To whose office on Filbert Street did you go after you left your home? A. I didn't go to any office on Filbert Street.

Q. Did you go directly from your home to Miss Vetter's office? A. Yes.

Q. Are you sure about that? A. I know Charley took that car, I don't know where he went, I don't remember, but he must have gone directly home, because I was ill that day—

Q. I mean leaving your home and going to Philadelphia, didn't you visit an office on Filbert Street, Philadelphia? A. I don't remember.

Q. You may have forgotten it? A. Yes.

Q. You might have visited someone's office and forgotten it? A. I don't think we did, I think we went directly to the Drexel Building.

Q. You are sure about that? A. I was very, very ill that day, I could scarcely go; I am positive I didn't go anywhere.

Q. You didn't go to Mr. Scanlan's office A. No.

Q. Where was his office in Philadelphia? A. In the Drexel Building, but I didn't go to his office, I know that.

Q. Did you go to Mr. Beasley's office in Philadelphia? A. No, sir, we went directly there.

Q. You remember Mr. Rees Evans of Philadelphia? A. Yes, I remember him.

Q. Where was his office? A. His office was one time in the Drexel Building and another time on Filbert Street, I think it is called the Hull Building.

Q. The Hull Building, Filbert Street? A. Yes, sir.

Q. He was your attorney, wasn't he? A. No.

Q. Well, he had done legal work for you at various times, hadn't he? A. No, I don't know of anything he ever did for me.

Q. Do you remember going to his office on that morning with your son? A. I am very sure I did not.

Q. To visit Mr. Rees Evans? A. I am sure I did not.

Q. I want to show you this while I think of it. Paper dated October 28, 1924, and ask you if that is your signature? A. 1924. I don't think so. I don't know anything about this, I would like to know—

Q. Is that your signature? A. It looks like it.

MR. ROSE: I offer this in evidence.

MR. TYLER: May I see it before it is marked?

(Said paper marked Exhibit D-28.)

Q. I will read this: "State of New Jersey, County of Camden, S. S. Helen C. Aleck, being by me duly sworn according to law, on her oath saith: That through undue influence and false representations she was induced to file in the Court of Chancery of New Jersey a certain Bill of Complaint, wherein she is complainant and her son, Charles Cooper Spear, is one of the defendants; that she is now satisfied that there never existed any sufficient cause for the filing of said Bill; that she is satisfied with the issuance of all the capital stock of the Equitable Estates Corporation, to her and her son jointly with full right of survivorship; that she has for some time been desirous of withdrawing the charges against her said son made in her Bill of Complaint, but that she has been prevented from so doing through undue influence; that it is now her wish that her said Bill of Complaint be set aside and the case dismissed." Signed "Helen C. Aleck. Subscribed and sworn to this 28th day of October, A. D. 1924, before Irene C. Clow, Notary Public." A. I never signed it.

Q. But you said a minute ago that was your signature? A. Yes, sir, it looks like it.

MR. TYLER: I object to it going into evidence; under those circumstances it would require further proof.

THE COURT: If she says it is not her signature it can't go in evidence.

MR. ROSE: (To the stenographer.) Mark this for identification please.

THE COURT: You have got the wrong witness to prove it.

MR. ROSE: We will follow it up.

(Said paper heretofore marked Exhibit D-29 is now marked D-29 for Identification.)

Q. You don't deny that is your signature? A. It looks like it.

Q. You don't deny it? A. Yes.

Q. You say in one breath it looks like your signature and in another you deny it. A. I don't know whether it is my signature or not. I didn't sign any such paper as that, that is what I mean.

Q. Mrs. Aleck, you accepted from your son—

THE COURT: Was that about the time the case was postponed?

MR. TYLER: A week before the case was to be tried, one week before.

Q. Your son executed and delivered to you a power of attorney, two powers of attorney, one dated November 28, 1899, recorded in the office of the Register of Deeds of Camden County in Book 266 of deeds, Page 200—I ask you whether or not you ever acted under that power of attorney? A. I did.

Q. I show you power of attorney dated June 14, 1910, recorded in deed book 352, Page 456; it was under that power of attorney you made a deed as attorney in fact for Charles Cooper Spear for the Collingswood residence to Thomas B. Hall, Trustee, wasn't it? A. I have forgotten that.

Q. But you did execute deeds by virtue of these powers of attorney? A. Yes, because Charley was deeply in debt and I paid the debts.

Q. Do you remember a transaction with a cemetery called the Locustwood Cemetery Company, November 17, 1902? A. Yes, that is when I sold to Mrs. Smith.

Q. Mrs. Smith was the Locustwood Cemetery Company? A. That is what she called herself, yes.

Q. Did you cause to be— A. No, she created the cemetery after; she bought it as a farm.

Q. Did you execute and deliver to the Locustwood Cemetery Company on November 17, 1902, a deed for the Cooper Homestead Farm? A. The entire Cooper Homestead Farm itself.

Q. And the consideration in that deed was $27,000, isn't that so? A. I think it was, yes.

Q. And you signed the deed "Helen C. Douglas, attorney in fact for Charles Cooper Spear," didn't you? A. Yes.

Q. On the same date you accepted from the Locustwood Cemetery Company a purchase money mortgage for $18,000, didn't you? A. That was part of the settlement, I don't know whether it was on the same day or not. It was my property and nobody ever questioned it.

Q. Did you pay to Charles Cooper Spear any part of the purchase price of $27,000? A. Decidedly not; why should I?

Q. Named in that deed? A. Certainly not.

Q. There was a difference of $9,000 between the purchase price set out in that deed and the purchase money mortgage?

THE COURT: That shows on its face.

Q. I won't press it. You didn't pay any of that money to your son? A. No, I did not.

THE COURT: It is now eighteen minutes after four, and I think we will have to adjourn before we are all exhausted, and resume to-morrow at 10 o'clock—maybe 9.30.

At this point an adjournment was taken until Friday morning, February 6, 1925, at 9.30 o'clock A. M.

IN CHANCERY OF NEW JERSEY.

Between:
HELEN C. DOUGLAS,
Complainant,
AND
CHARLES COOPER SPEAR,
Defendant.

On Bill, etc.

Camden, N. J., February 6, 1925.

Trial of the cause resumed on the above date at 9.30 o'clock A. M., pursuant to adjournment, at the Chancery Chambers, Court House, Camden, N. J., before his Honor, E. B. Leaming, Vice Chancellor.

HELEN C. ALECK, Resumed.
Cross-examination.

By MR. ROSE:

Q. Mrs. Aleck, I show you a note and ask you whether or not that is in your handwriting? A. Yes, it looks like my writing; that is all I can say, it looks like it, I don't know that it is.

Q. Just take another look and see if you can't be certain. A. I say it looks like it.

Q. You think it is your handwriting? A. Probably.

Q. In it you say, "I think you could—"

THE COURT: What is the date?

Q. It has no date, if the Court please. "I think you could—"

THE COURT: Is it signed by her?

Q. No, sir, it is not. "I think you could through P"—who do you mean by "P"? A. I haven't an idea.

Q. "Or B"? A. I haven't any idea.

Q. "B" doesn't refer to Mr. Bird, does it? A. I don't know.

Q. The "P" doesn't refer to Pisani, does it? A. I don't know.

Q. "make a good sale. It seems to me best not to bother with a c"—what do you mean by that? A. With a "c"?

Q. Yes. A. I don't know, it is hieroglyphics to me.

Q. "sell part even at $300.00 an acre and hold the rest. But never mind what I think, do what pleases you. I have written M"—to whom does that refer? A. I don't know at all.

Q. "and told him not to waste his time till the real purchaser appeared and could prove his financial strength, that the question was not would he purchase but would we sell," you said that? A. Yes, we always attended to business together; I had my household duties and I turned a great deal of my business over to Charley.

Q. When you said "we" you meant you and Charley? A. Yes, if I meant anyone.

Q. "he must show that he—the purchaser—can make good. I wish you would see Mr. B"— A. I don't know who that is.

Q. Do you suppose that is Mr. Bird? A. I don't know.

Q. Is it likely to be anybody else? A. I don't know, there are numerous men with names beginning with "B", I don't know.

Q. "at once. I will write him. I have always tried to do well by you and have loved you so dearly."

MR. ROSE: I offer that for identification.

(Said paper marked Exhibit D-30 for Identification.)

Q. Mrs. Aleck, I show you this letter and envelope—

THE COURT: Is it unsigned?

MR. ROSE: Yes, sir.

Q. Is that envelope in your hand writing? A. It looks like it.

Q. Is this letter in your handwriting? A. It looks like it, but I don't say that it is, there are other people who can write very much like it.

Q. But it looks like your handwriting? A. Yes.

Q. "It seems to me you are"— A. To whom is it addressed?

Q. I don't know, I am going to ask you. Addressed to General Post Office, Lock Box 202, New York City, New York. A. General Post Office, Lock Box 202, that was Charley's lock box.

Q. This was a letter to Charley? A. I would imagine so.

Q. "It seems to me you are somewhat mistaken when you state it is I who thinks in a circle, it is yourself. You have always been determined to tie me up in a trust deed and that is why we have not made any progress. You will never accomplish this

aim so you might as well give it up now as later when there may be nothing left to lose"— A. That sounds very much like it.

Q. "No one ever guarded another's interests more carefully or more intelligently than I have yours"— A. That is true.

Q. "For thirty years I carried my property in the hands of reliable trustees and never had any trouble until you tied me up in that T. French deed"—Thomas French deed? A. Yes, I always objected to it; I signed it under strenuous circumstances.

Q. You will have a chance to explain that later; there is so much we want to save time. "And you will never do it again. If we could divide the farm I would be more that glad for you to take half—it would be my greatest happiness to see you have and enjoy. And I have held on thru thick and thin to this end. Did I lack decision and determination we would not have anything to bother about. There is nothing vacilating or weak-minded about me. I still know nothing about a corporation—all that has been poked at me is the trust deed. You may dress it up in different words but it is always the same in purpose, to trammel me so I can neither help you nor myself. I wish you would send me by registered mail, or safer, give to A"—who is that, "give to A"? A. Mr. Aleck's name begins with "A".

Q. You think that is Mr. Aleck? A. I don't know that it is.

Q. Do you think that could be Mr. Aleck? A. If you will read on I can tell better.

Q. "all my C papers"—

THE COURT: Read back a little.

Q. "I wish you would send me by registered mail, or safer, give to A all my C papers"—

THE COURT: Give to A.

Q. Yes, "give to A all my C papers." A. I mean he had stolen my Collingswood papers and I wanted them back.

Q. I object to that. I asked what you meant by "A" and "C"? A. I don't know.

Q. You haven't any idea? A. No, sir.

Q. Not the remotest idea of what it might be? A. I don't like to guess so much but that sounds very much like me, the entire letter.

Q. Sounds like you? A. Yes.

Q. I would like to know, if you can explain it, who "A" is in the letter, is it Mr. Aleck? A. I imagine so.

Q. Don't you think so? A. Yes, I think so.

Q. Why did you hesitate? A. I don't like to answer at random.

Q. And "C papers" which papers are they? A. If they are any papers that I owned they are my Collingswood papers, Collingswood begin with a "C".

Q. "Extra lot and all"— that means Collinsgwood, doesn't it? A. Undoubtedly.

Q. "I'll soon have them made safe for myself and you should I die first. A can knock"—you mean Mr. Aleck? A. I don't know.

Q. "off for half a day and take an afternoon train and go back the same night. I want them"— "I want them" is underscored—that A means Aleck? A. Yes, it means Aleck undoubtedly if the letter is from me.

Q. "And the farm can go into a corporation though I advise you to have the controlling interest in my name"— A. In my name?

Q. Yes. "And if you could arrange to buy me out I will keep all for your use, I want you to have the benefit"— A. I was always very generous toward him.

Q. "it is the desire of my soul. I would even go to see you but I fear it would be useless. You have become a monomaniac on the trust idea, you are obsessed, saturated, and it keeps you from seeing the light of happiness that might come from a sensible adjustment of our affairs. It is a perfect summer's day. I wish you were out in the park instead of working hard in an office." A. I am not ashamed to claim the ownership of that letter.

MR. ROSE: (To the stenographer.) Mark this for identification, please.

(Said letter marked D-31 for Identification.)

MR. TYLER: The date is up in the corner, October 28, 1919.

MR. ROSE: And the postmark on the envelope is October 28, 1919, so it must be the same.

Q. I show you another letter and envelope addressed, "General Post Office, Lock Box 202, New York City, New York." A. That is the same.

Q. I show you an envelope, "General Post Office, Lock Box 202, New York City, New York." A. That was his address.

Q. And is that in your handwriting? A. I should say so.

Q. I show you a letter, it is signed "Mother" and I ask you whether or not that letter is in your handwriting? A. It looks like it.

Q. A letter sent to your son, isn't that so? A. I couldn't say positively.

Q. Well, you testified a minute ago that Lock Box 202 New York was your son's lock box? A. Yes, that was his address.

Q. "Your letter just received"—this envelope is postmarked "Philadelphia, October 22, 1919, 10 P. M." "Your letter just received, makes me very happy. How could I be otherwise than sad when there was a difference between us? Yesterday I wrote to Mr. B"— A. You will have to go on to see who Mr. B is.

Q. "and told him he was in my estimation one of the most honorable of men and I could not esteem anyone more highly"— A. I did think very highly of Mr. Bird.

Q. That was Mr. Bird? A. Yes.

Q. "When I awoke this A. M. a new thought came to me. It would be a great mistake for the stock to be in either of our names. For the present until matters are settled suppose we have it all in A's name, in trust for me, or perhaps better in his name straight, and have him execute a paper stating he held everything in trust for us"—whom do you mean? A. That was before Charley had taken my deeds.

Q. "Us" referred to you and Charley? A. If I wrote that letter it is.

Q. And "A" referred to Mr. Aleck, didn't it? A. Yes, I had unbounded confidence in Mr. Aleck; I had then and have now.

Q. "And for you and me, each, to have a copy but not to put it on record. In this statement it would be made clear that this trust was revokable at our request. A"—Mr. Aleck? A. I imagine so.

Q. "is the only one I would care to have to hold this stock because I could always go to him sick or well and because I know he is true as steel, and would to any extent protect our interests"—our? A. That is my generosity in putting it that way.

Q. "our" refers to you and Charley? A. Yes.

Q. "and if I were not living he would be as loyal to you as he would be to me provided you had been kind to me, and I am sure you always will be in the

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future. A has a cheerful, pleasant disposition and enjoys good company, music, lectures, film shows, etc., etc. He never gets angry except at those whom he thinks have wronged me. My enemies are his enemies, my friends are his. You have not seen him at his best, he has some devoted friends among highly intelligent people. Did you know he was nominated for the Senate and had the entire vote of his party? He gave up a host of friends for me, because he thought at the time he had better keep out of the limelight. Hastily, Mother." A. I think that is a beautiful letter.

MR. ROSE: It is. I ask that this be marked for identification.

(Said letter marked Exhibit D-32 for Identification.)

Q. Here is another envelope addressed to the General Post Office— A. It is just the same, don't let us waste time.

Q. And the letter inside here is yours, too? A. Looks like my writing.

Q. One of the papers enclosed is dated, "New York, Nov. 24. 1919, John A. Scanlan, Esq., Drexel Building, Philadelphia. Dear Mr. Scanlan: In case of my death it is my wish and I hereby authorize you to convey to my son, Chas. C. Spear, in fee, or to such person or corporation as he may designate, all real estate, including the Cooper Homestead Farm and East Stiles Avenue, Collingswood lot, which Charlie and I jointly own and which stands in your name on the records of Camden Co., New Jersey. Very Sincerely Yours, Helen C. Douglas." I ask to have that marked for identification.

(Said paper marked Exhibit D-33 for Identification.)

Q. When you wrote this letter to Mr. Scanlan was that an act of generosity upon your part? A. Yes, all my acts were generous.

Q. And you did this of your own free will, didn't you? A. Oh, yes.

Q. I can't find the starting point in this letter, if the Court please; I am sorry to waste so much time, but I don't know where it begins or where it ends. I will have to start to read, but I don't know whether it will be the first part or the middle. "Just bear this one thing in mind, the leading Capitalist papers state Europe is in a state of financial collapse and that the U. S. A. is standing on one leg. There can be but one upshot, the system must fall sooner or later, the signs say sooner. I am very anxious to have things in better shape, they are very unsafe as they are, if I were to die I am afraid everything would go to the winds. Received yours of yesterday enclosing synopsis of Arizona Corporation. It reads well about corporations. I never undertook to know anything and must leave this matter to you. S's mind is all gone, he actually told me a few weeks ago"—"S" is Mr. Scanlan? A. Yes, that probably is; he is over ninety—he is clear, but he forgets.

Q. "you had just been on to see him. I remarked that was strange, you had not mentioned it to me. Then I asked him"—there must be a break—

MR. TYLER: That letter is folded the other way.

THE WITNESS: May I speak to you, Mr. Tyler?

Q. "Therefore a change is desirable and it cannot be made too soon. I am in excellent health, but we never know what accident might happen. What you said he told me some things that had transpired when you were here two years ago. When I reminded him of the time that had elapsed he began to cry

just like a child. Mildred says he is far in his eighties, that he has always concealed his age as he did not want to be considered old and prided himself on his wonderful retention of youth. Store closing in great haste. I want the present mortgage cancelled so the new mortgagee, who is I am told, the tricky lawyer, will not have one foothold, also I am afraid of S's heirs." "S" means John A. Scanlan, doesn't it? A. It probably does.

Q. "Especially as I found out by accident Mrs. B. is, under some pretense, seeing him quite frequently. They are quite friendly." Mrs. B. was your sister? A. Yes.

MR. ROSE: I offer this for identification.

(Said letter marked D-34 for Identification.)

Q. I show you an envelope postmarked "April 25, 1920" with a note enclosed, and ask if they are in your handwriting? A. They are the same, it looks like the other.

Q. Postmarked, "Philadelphia, April 25, 1920" addressed, "General Post Office, Lock Box 202, New York City, New York." "The air this Sunday morn is fine, a perfect tonic. I went to hear a Jewish Rabbi lecture, he is the greatest speaker I have ever heard; to-day was the last of his series of lectures. An acquaintance, a clever man walked all around the property a few days ago and talked to the contractors, having the road rolled. He thought the property in the vicinity was rapidly increasing in value and as soon as building started would soon be built up. I also went out in that direction last week. It might not be a bad idea to put one hundred acres into a corporation and place a mortgage sufficient to pay off the present incumbrance and to have a small sinking fund—not too large, as it would make too

much interest to pay, or better not put over seventy-five acres into a corporation, for say what you will, corporations are looked upon as somewhat unsafe among conservative business men. The head of one of the largest corporations in this city and N. Y., a trusted friend of many years, will look into this idea for me. He was going to help me out a few years ago but decided it was too soon to accomplish much—'Better hold on a few years for the best results' was what he said. Now he has taken the subject up again. I will probably hear from him this week. I must either sell my house now or put considerable money in repairs. I hope you and M. are out in the air and sunshine this lovely day. Divert your mind, do not think in a groove, it is awful to get into a rut. I am very anxious about you. Write soon."

MR. ROSE: I ask that that be marked for identification.

Q. I show you another letter— A. Yes it is. What is the use of reading all these letters.

Q. I will be as easy as I can; I won't draw it out any longer than necessary. This envelope is postmarked, "Philadelphia, April"—I can't make out the date—"10.30, PM, 1920." "Received a letter this Monday A. M. containing P. O. order for $10.00. I think I'll send you my large trunk but will notify you before I express it. It is already here and I can get another later—besides it is a very fine trunk and I would like you to have it. My mother gave it to me when I was seventeen and I have traveled over a good part of the world with it and it is still in perfect order, and it is large, with three trays. The one I had made for you does not compare with it for durability though it was a high priced trunk. We have had bleak March weather and I have not felt equal to going out after the trunk. I am perfectly

willing to have the property conveyed to a corporation provided I have a controlling interest. I feel that this would best safeguard your interest"—'your interest' is underscored—"and as you are my sole heir in event of my death this controlling interest would pass to you. Leave the C house out"—the Collingswood house? A. Yes.

Q. "I will make some disposal of that probably soon. If you win your case I may go back there"—
10 A. That was his case in New York.

Q. "I could not do better, all things considered it far surpasses anything in the way of a home I could buy now, and I often feel that I need a home. The bungalow of which I spoke was a bargain and I am sorry I did not buy when I had a chance. I could have sold it in a few weeks at an advance of $500.00. A widow, who had inherited several houses in a flurry, not knowing what to do, offered them for sale. I woke her up to her foolishness and she at once with-
20 drew the other sales and saved herself from financial ruin. Is it necessary for me to come to N. Y.? If so I'll go and take the trunk. But I do not want to go until next week. Write what you think. I had a letter from A. this A. M., I am quite discouraged in regard to his financial state, but, he thinks he will eventually get a good salary where he now is. I hope so, though I believe all salaries may soon be a thing of the past. I believe a home and two or three acres of ground is the one thing to tide one over what
30 may be in store for this country. I heard the greatest lecture ever delivered yesterday by Rabbi Krauskopf. I want you to buy and read that book by Keynes, the English financial expert sent to the Versailles Peace Conference. He resigned from the post as he says Clemenceau, Lloyd George and Wilson were determined, in their arrogance and ignorance, to destroy civilization and to turn progress back for perhaps hundreds of years. This was done in the final

Peace Treaty and League of Nations. Keynes says it is yet possible to rescue civilization. The whole world must combine to restore Central Europe, that nine-tenths of the export industry and commerce of the world was done by Germany and she must be restored to her former place in the world or the world perishes. Krauskopf is a wonderful man, considered the greatest Rabbi in the Jewish faith in the U. S. A. He counts Keynes book the book of the age. Edition after edition has been sold in England; it has been translated into all the languages of the world. Even our long-eared Senators are pouring over its leaves, and it has really driven Wilson out of Washington; he is afraid to appear in Washington and will probably make his escape incognito, if he has not already done so. So do not stop at the price, buy the book and read it, it may be of great value to us. I have read extracts. Tell A. about these things if you have time. I am very busy. Do take care of yourself. Love to M."

MR. ROSE: I offer that for identification.

(Said letter marked Exhibit D-36 for Identification.)

Q. I show you that letter. A. That is the same.

Q. Envelope postmarked "Philadelphia, September 4th, 2.30 A. M., 1920, Station C," addressed, "General Post Office, Lock Box 202, New York City, New York." "I am inclined to think it is best for us to take our own money and pay the $2,000 and save at least $100.00. Have the mortgage conveyed to the E. E. Cor. The repairs so far amount to about $800.00 and it is very necessary to have $150.00 worth of painting. The repairs all told will cost not less than $1,000.00, but it will look like a new house. And it will certainly sell from the number of people look-

ing for houses. If best, I think it would sell as soon as painted. Then I could live there and rent enough rooms to pay expenses. A nice couple is waiting to go there with me, the husband would take care of the furnace, pay one-half gas bill, and $25.00 per month for his rooms. I am so anxious to sell something and be rid of this care. Looked for you yesterday and to-day. A was on last Sunday. Did not expect to come. Wish you could get $3000.00 on 1st mort." That $3,000 first mortgage was the $3,000 you afterward tried to get from the Esterbrook Estate? A. I didn't try, I could have gotten it if it hadn't been for the Equitable Estates Corporation.

Q. The "E. E." was the Equitable Estates Corporation? A. Yes.

MR. ROSE: I ask that that be marked.

(Said letter marked Exhibit D-37 for Identification.)

Q. I show you this envelope addressed "General Post Office, Lock Box 202, New York City, New York"— A. What is that scratched on it?

Q. That is just a lead pencil mark. And letter enclosed. A. Yes, it looks the same thing.

Q. This envelope is postmarked, "Philadelphia, September 5th, 1 A. M., 1920, Station O." "I am so sleepy I can scarcely write. I have been busy all day, busy thoughts, busy all around. Then I took a hot bath and the drowsy afternoon makes me restful and sleepy. As you have not come and I have not heard I am wondering if you are going directly back? You surely would not go without seeing me? The most necessary thing to be attended to now is the C. house. As soon as the mortgage is conveyed to the E. E. Cor. or arranged in some way, the house is the same as a cash asset. Not being able to go out and attend to

business I am greatly worried. Now, I realize how much Mr. B. would do for me. He could surely get $3,000.00 on at least an $8,000.00 property. If you write so I would receive it before Tuesday enclose your letter in an envelope directed to Mrs. Ryan. I do not expect A. but Monday being a holiday he may come, and I am so anxious to know about your affairs. I would like to see you. If you write I promise you I'll destroy your letter before it is out of my hands. Take care of your self. How does the change of climate agree with you? By-by." The "C" house means the Collingswood house? A. Yes.

Q. And the "E. E. Cor." means the Equitable Estates Corporation? A. Yes, but that doesn't signify anything.

MR. ROSE: I ask that that be marked for identification.

(Said letter marked Exhibit D-38 for Identification.)

Q. I show you this envelope, Mrs. Aleck? A. It is the same.

Q. And the letter. A. The writing is the same.

Q. Postmarked "Philadelphia, September 5th, 10 P. M., 1920, Station O." Addressed to "General Post Office, Lock Box, 202, New York City, New York." "Received yours Tuesday evening. I'll look that iron specimen up, it was there and if it is not there now the C's have taken it out and lost it. I remember seeing it there after they went there. Yesterday I was told the two Morgan farms bordering on C creek, now called river, had sold within the last four weeks" —'C creek is Cooper Creek'? A. Yes, Cooper River, Cooper Creek.

Q. I have lost my place. "I was told the two Morgan farms, bordering on C Creek, now called river, had sold within the last four weeks for one thousand an acre, right straight through, only the creek divides these farms from M. Pike"—Marlton Pike? A. Yes.

Q. "They are about as far from the trolley as the farm. A friend of mine said why do you think Mrs. D. asks too much when she wants five hundred an acre only? He replied there is not any good reason why her's should not bring the same, a little less accessible but not enough to count. Coming conditions are, according to the popular magazines and papers, inscrutible, no one knows what a few months will bring. This is what makes it difficult to decide, otherwise we would know just what to do, but I think the price you named, fair"—'you' meaning Charley? A. Yes, we talked the matter over.

Q. "and if we hold out for more may lose all. My failing health makes it impossible for me to look after the place as I did and already they tell me there is a decided difference in the atmosphere, tenants and neighbors more bold and insolent and ready to grab every advantage. When I was going out there every few weeks all was different. I kept everything and everybody straight and up to the mark. A place must have a diligent owner or it goes down hill particularly in these days when honor and honesty are a thing of the past among so many. I had wished you could always have kept the frontage, that unquestionably will soon, within a few years, be very valuable, unless we have total chaos in this land. Yet do not risk losing all, taxes are soaring, public officials utterly corrupt. A few thousand would make a home elsewhere. I am slowly gaining, go out every day, but I have too much care. Take good care of yourself and M"—Mercedes, that is? A. Yes.

Q. "The C house"—Collingswood? A. Yes.
Q. "is going to look beautiful"—I don't know where the rest is.

MR. TYLER. That is the end.

MR. ROSE: I ask that that be marked for Identification.

(Said letter marked Exhibit D-39 for Identification.)

Q. Another envelope and letter. A. They are all the same.
Q. This envelope is "Philadelphia, September 13, 1920, 10 P. M., Station O," addressed, "General Post Office, Lock Box 202, New York City, New York" "Yours received Monday morn. Yes, I would say, by all means, take $75,000.00. I do not need a great deal. I long to be free from care and to live quietly in peace. This I could not do and know you were working beyond your strength and injuring your eyes. I could not enjoy anything unless I knew you were comfortable and in a position to live a life congenial with your tastes and desires. The weather is beautiful but too warm to allow me to recover. I long for a real cold frosty day that would put me on my feet again. I hope you and M. are truly well. I have felt quite anxious fearing you two needed the tonic of a colder clime. I was afraid you were as ill as I had been. A. W."—Alice Wesley? A. Yes, I guess so.
Q. "has just lost her mother, that has put back all my business here for a week. I note what you say about the E. E. Cor"—Equitable Estates Corporation? A. Yes.
Q. "I will have to see A. W."—Alice Wesley? A. Yes.

Q. "and sound her first. Take care of yourself and if you can arrange a sale that is advantageous for you by all means do so. Harding proposes to boom farm property as the greatest asset of the nation. C property"—Collingswood? A. I don't know, it might be Central America.

Q. But you don't think it is Central America? A. I really don't know.

Q. You are jesting now? A. No, I wouldn't jest on such a solemn case.

Q. "But I am inclined to think some other line of development better. But please yourself, just so the deal is safe, for the future is uncertain always, but never so much so as now. It is probable A. will be on next Saturday, the 18th, or Sunday, the 19th, unless I write him not to come which I can do if you write me fuller particulars or come."

MR. TYLER: May I see that a minute before you put it away?

MR. ROSE: Didn't I read it correctly?

MR. TYLER: I call attention to the dates inserted, 18th and 19th; there is no way to tell whether they were inserted as part of the original writing or not. The letters are all dated; the only dates are on the envelopes, and the envelopes have been in the possession of the defendant for a considerable time.

Q. You wrote that during President Harding's administration, didn't you? A. If I wrote it at all.

Q. You refer to President Harding going to develop farm property? A. Yes.

MR. ROSE: I ask that that be marked for identification.

(Said letter marked Exhibit D-40 for Identification.)

Q. I show you another letter, Mrs. Aleck, that is the same? A. The same, yes.

Q. This envelope is postmarked "Philadelphia, September 14, 1920, 4.30 P. M." addressed, "General Post Office, Lock Box 202, New York City, New York." "Enclosed a cutting from last evening's Bulletin. One says we will surely have a tunnel soon and the Bridge, and other facilities will quickly follow." You mean the new Delaware River Bridge? A. Undoubtedly.

Q. "But the financial sky looks dark and forboding and you had better not hold out for a very high price. Age makes a great difference. I look at things from a very different viewpoint from what I did at your age. It does not take a great sum on which to be comfortable, then why be harassed, worried and uncertain? I know under normal conditions it is an exceptionally fine piece of real estate and would greatly increase in value in the coming years. But are we sure of the coming years? No, I am old; you are not very robust now, but were you free from anxiety and care you might become strong and well and live to a good old age. I have thought it would be well to hold on to part—the big house and at least 50 acres. It would be something to fall back on under normal conditions"—you are referring to the Cooper Homestead Farm? A. Yes.

Q. "But I feel the burden is too great for me to longer carry—can you? It is difficult and unprofitable as a farm. In some other capacity you might handle it. Well, think things over—we are not gifted with more than mortal sight, we can only do what seems for the best. The Italians seem to be using intelligence in Italy. The enraged populace will not allow shops that profiteer to even open for busi-

ness, and the government has dirigibles flying about scattering leaflets, warning against profiteering to prevent revolution. I see the English people who can leave, having small incomes, have moved and are moving to Italy where they can live well on a much smaller income than in England. Everything in this country is soaring in price. The people have not the intelligence to resist."

MR. ROSE: I ask that that be marked for Identification.

(Said letter marked Exhibit D-41 for Identification.)

THE COURT: What is the purpose of some of these letters?

MR. ROSE: I want to show that shortly before or since the Equitable Estates Corporation that Mrs. Aleck wrote to her son in reference to the Cooper Homestead Farm in which she recognized they were the joint owners of it.

THE COURT: Any letter of that kind is all right, but so many of these letters say nothing as far as I can see.

MR. ROSE: I don't want to contradict your Honor, but I think they say a good bit, but they don't quite get to the point.

THE COURT: Why not file all the letters and refer to them as exhibits, it is going to take a long time to read all these letters into the record.

MR. ROSE: May I have her identify the letters?

THE COURT: Yes, and have them marked.

Q. Is that your envelope? A. It is the same as the others.

Q. And the letter enclosed? A. It looks like it; my sight is poor, but I imagine it is.

MR. ROSE: I ask that that be marked for identification.

(Said letter marked Exhibit D-42 for Identification.)

Q. Is that a letter from you to your son? A. Yes.

MR. ROSE: I ask that that be marked for identification.

(Said letter marked Exhibit D-43 for Identification.)

Q. And is this a letter from you to your son? A. They are all the same.

MR. ROSE: I ask that that be marked for identification.

(Said letter marked Exhibit D-44 for Identification.)

THE COURT: Can't Mr. Spear testify he has received them?

MR. ROSE: Yes.

Q. That is yours? A. They are all the same.

MR. ROSE: I ask that that be marked for identification.

(Said letter marked Exhibit D-45 for Identification.)

MR. ROSE: You admit these, Mr. Tyler?

(At this point various letters were introduced and marked for Identification Exhibits D-45, 46, 47, 48, 49, 50, 51, 53, 54 and 55.)

Q. Mrs. Aleck, is that your signature?

MR. TYLER: I have no objection to reading the letter out loud without it going into the record.

THE WITNESS: It looks like it, but I don't say positively. There have been so many tricks played on me I don't know positively.

MR. ROSE. I ask to have that marked.

(Said paper marked Exhibit D-56 for Identification.)

MR. TYLER: These letters that are not marked, you want to take those back.

MR. ROSE: I will have them marked. You admit them, do you?

MR. TYLER: These are marked.

MR. ROSE: (To the stenographer.) Mark that one, too.

(Said paper marked Exhibit D-57 for Identification.)

Q. That is your signature, isn't it, up here? A. I can't tell unless I konw the contents.

Q. Would you have to know the contents of the paper to know whether it was your signature? A. Yes.

Q. You wouldn't be able to tell otherwise by merely looking at the writing, you wouldn't be able to tell whether it was your signature, or not? A. No, I would not.

Q. Mrs. Aleck, were you here yesterday when Mr. Tyler made a statement to the Court that you didn't know whether William L. Douglas, your second husband, was deceased, and that you had applied to the Orphans Court of Burlington County in October, 1922, for an order decreeing him to be dead? A. I wasn't here.

Q. William L. Douglas was your second husband, wasn't he? A. Yes.

Q. He was your husband at the time the deed was made by Josephine C. Browning to you for the Cooper Homestead Farm, isn't that so? A. Now, let me see. The time that Josephine made the deed to me.

Q. You were Mrs. Spear then, weren't you? A. Yes, I think so.

Q. After that you married Mr. Douglas and then you and your husband, William L. Douglas, made a deed to Mr. Black? A. Yes, I think that was the way of it.

Q. You said that you always had your property in the name of competent trustees? A. Yes.

Q. Why was that? A. Until recently.

Q. Why was it, Mrs. Aleck, that you had always the title to your properties in the name of trustees? A. I stated yesterday that I was a minor when I first inherited real estate and my uncle was my guardian, and when I became of age I chose a trustee, and I thought very highly of Mr. Black, and he was my trustee for many years, and he handled my property to great advantage, and just before he died he conveyed the title, at my request, to Dr. John W. Bigney, Professor of Economics, University of Pennsylvania.

Q. Wasn't there a question in your own mind as to whether or not Mr. Douglas was alive during those years? A. Yes, he was supposed to have been drowned, but I wasn't positive.

THE COURT: That couldn't have applied to the deed in which he joined.

THE WITNESS: Of course not.

MR. ROSE: I understood Mr. Tyler to say it was because of your doubt that William L. Douglas was alive that you had the titles put in the name of somebody else.

THE WITNESS: Charley was always holding that before me as a bugbear, but I couldn't see really why there was any reason.

By MR. TYLER:

Q. Do you recall Dr. Spear asking you to go and see someone in Philadelphia about selling part of the farm, and if so, I wish you would tell the date and who it was he sent you to see. A. Yes.

MR. ROSE: This ought to be a part of their direct case; they are reopening their case.

MR. TYLER: Since then Mr. Rose has referred to two powers of attorney, one dated 1889, and one in 1910, given by Dr. Spear to Mrs. Aleck, and has opened the question as to whether or not Mrs. Aleck at that time was the owner or whether she was merely acting for him. At about that time he requested her, or suggested to her that she sell part of the farm, and I want to show what took place at that time.

THE COURT: I think it is competent.

Q. About when was that? A. It was in the autumn of 1909, I think.

Q. Now, just tell us what he said A. He told me an Italian by the name of Saconi wanted to buy 50 acres of the farm, he wanted to put a factory there for canning tomatoes, and he told me I had better go and see him and make my own bargain, and I went to a drugstore at Seventh and Christian, Mr. Saconi ran the drugstore, and when I arrived he invited me up into his wife's parlor and Mrs. Saconi was there and his brother, Dr. Caconi, came there shortly after, and also another Italian by the name of Viliriano, and we talked for some time, probably an hour, about the sale of the property, and other things, and then as I was leaving Dr. Saconi said to me, "Please come over to my office, I have something very important to tell you," and I went to his office and he told me that my son had sent me there to have me declared insane—

MR. ROSE: I object to what the doctor told her.

THE COURT: Yes.

THE WITNESS: He told me personally.

MR. TYLER: May it please the Court, I want to show the fear that this woman had of her son. It has an important bearing on what has taken place within the last few years. I think it is very important to show the scheme he had at that time and what his plot really was, because it has a great bearing on the case, and it will creep out all through the case as to what happened then. I don't want to outline it to you, I would rather have her tell it.

THE COURT: You want this conversation in for the purpose of showing its effect upon her?

MR. TYLER: Its effect upon her, absolutely.

THE COURT: I think it may be introduced for that purpose.

MR. ROSE: I think the evidence is objectionable because it is a statement made by some person to her at a time when Dr. Spear wasn't present.

THE COURT: It isn't competent to bind Dr. Spear, simply competent as an incident to show that she heard something from which she became afraid.

MR. ROSE: I object to it on the further ground—

THE COURT: It is just the same as if you had fired at her on the street, it doesn't bind Dr. Spear, doesn't connect him with it, it is simply an incident of her's. Go ahead.

Q. Relate——A. He told me my son had sent me there for them to examine my mind with the intention of having me declared insane, and Dr. Saconi said my mind was very clear and exceptionally bright, and he told me on no account to return home, I wasn't safe to do so, and I told him all that I owned in this world was there in my home and that I really must go back for a few necessary articles of clothing; "Well"' he said, "don't linger," so I went back and I put what was necessary for me to have absolutely in a suit case, and in the dusk I stole down through the park and there I had a servant man in waiting who drove me to the trolley and I left and never went back there again to live, and that is my great reason for being so decided about not having a remainderman.

Q. Was either Dr. Saconi, or Saconi the pharmacist, interested in buying the property? A. They didn't seem to be.

Q. They were not? A. No, I was sent there entirely for the purpose to be declared insane.

Q. You were asked yesterday in reference to your obtaining possession of the safe deposit box in the Franklin Trust Company or in the Girard Trust Company, and you were asked about the settlement which was effected between you and Mr. Aleck, and you asked for an opportunity to explain. Now, you may explain, if you will, how the settlement was brought about and what the suit in Philadelphia was for. A. Yes. Mr. Aleck told me that he had made this change in the ownership of the box to protect me—it wasn't he wanted to get possession of anything I had or my papers—

MR. ROSE: I object to this conversation. This is a conversation between the witness and her husband; Dr. Spear wasn't present and it can't bind him.

THE COURT: What theory could you suggest that it was competent, Mr. Tyler?

MR. TYLER: Counsel has brought it in, undoubtedly, to cast aspersions upon the relations between Mrs. Aleck and her husband. It couldn't have been brought in for any other purpose. I don't see why counsel for the defense should have brought into this suit a proceeding between Mrs. Aleck and her husband to recover papers, and if they have brought it in to show the relation between them then she certainly should explain, as she tried to before in her testimony, that they had kept her in the court room from talking to Mr. Aleck, but when she did succeed in doing it they came to a settlement very quickly. If it is not relevant they should not have brought it in; if it is relevant she should be permitted to testify to it.

THE COURT: I think she can state, without going into details, that she labored under a misapprehension.

Q. You may explain how the suit was settled and what you discovered during the suit. A. I discovered that Dr. and Mrs. Dubler were simply agents of Dr. Spear—

MR. ROSE: I object to that, if the Court please,

MR. TYLER: Now, if the Court please—

THE WITNESS: And they were trying to control my—

MR. ROSE: I object.

MR. TYLER: She has stated during the trial that Dr. Dubler and his wife kept her away from her husband and wouldn't let her talk to him, and eventually she got a chance to talk to him, and as the result of that, the matter was straightened up.

THE COURT: Aren't we laboring with something that is of infinitesimal importance, Mr. Tyler? I think we are.

MR. TYLER: (To Mr. Rose.) Will you let me see the assignment of the Fernwood Cemetery agreement which was produced yesterday?

MR. ROSE: Yes, sir.

Q. Mrs. Aleck, you were asked yesterday to identify your signature to an instrument, which is in evidence and marked Exhibit D-10, which purports to be an assignment by you to the Equitable Estates Corporation of your interest in an agreement made with the Fernwood Cemetery Company, and I ask you whether you recall having executed that assignment on June 22, 1920, that is at the time the three deeds were executed for the three properties, the Collingswood house, the lot adjoining, and the farm to the Equitable Estates Corporation. Have you any knowledge of having executed an assignment of an agreement with the Fernwood Cemetery Association? A. I have not.

Q. Can you say whether such an assignment was ever submitted to you in advance for your approval or that you might consult with anyone about it? A. It was not.

Q. Is it true that your statement that you were only conscious of having executed one deed for the Collingswood house—

MR. ROSE: I object to that as repetition.

MR. TYLER: You haven't heard the question.

THE COURT: Finish the question, Mr. Tyler.

Q. Is it true that your statement that you were only conscious of having executed one agreement, and not conscious of having executed the deed for the farm and the lot, would also apply to this agreement? A. Yes.

MR. ROSE: Objected to as leading, and not proper re-direct examination.

THE COURT: I think it is competent.

Q. Did you understand the question? A. I did answer it; I answered it yes.

Q. You were also shown a bond and mortgage, being Exhibits D-8 and D-9 from the Equitable Estates Corporation to J. Henry Longmaid, and others, as Trustees of the Estate of Richard Esterbrook, deceased, for $3,000, and I ask you to explain how you came to sign that bond and mortgage? A. First I applied to Mr. Bird to help me, as my son had advised me before leaving for San Domingo, he said. "For any financial wants Mr. Bird will see you through," and when Mr. Bird wrote in the letter that was read yesterday that he wasn't in a position to get the money for me I went on my own responsibility to Mr. Hayden of the Pen Esterbrook Company, and he cheerfully loaned me $3,000, at least, he said they hadn't the money but would have it in a few days and it would be at my disposal, and he kept the money for six weeks and didn't charge any interest; in the interval the search had come in from the West Jersey Title Company in which it showed that my

house on the records, my residence, had been transferred to the Equitable Estates Corporation, and then Mr. Hayden put the matter before the committee and they refused to loan the money to what they considered a fake corporation. They were perfectly willing to loan it to me but not to the Equitable Estates Corporation.

Q. Who sent you this bond and mortgage? A. Mr. Bird sent it to me.

Q. Mr. Bird did? A. Yes, sir.

Q. Was that bond and mortgage ever used? A. It was not, no one would accept it.

Q. Was that the bond and mortgage that you refer to that was turned down by the Trustees of the Richard Esterbrook Estate?

MR. BOYLE: I think we ought to object to that question as being in the nature of a leading question. She didn't say that.

THE COURT: That bond and mortgage were shown her and identified as her signature, now let her state what the facts are.

MR. BOYLE. She stated here yesterday that the corporation, or trust company, or whoever it was, said they wouldn't loan it to a fake corporation; now Mr. Tyler puts a question in her mouth and says, "Is that the one they turned down?"

THE COURT: He asked if that is the one they refused to accept.

MR. BOYLE—I understand her testimony was—she hasn't referred to the fact that they had any knowledge of that particular bond and mortgage.

THE COURT: I don't know.

MR. BOYLE: I want her to state it, I don't want Mr. Tyler to help her.

MR. TYLER: She said they found the title in the corporation and they refused to loan the money to a corporation; the mortgage has been presented by you in which the corporation has signed, and her name appears on it as one of the officers of the corporation, and you had her identify her signature to it.

MR. BOYLE: The point is Mr. Tyler is helping her with the testimony; he asks if that is the bond and mortgage which they turned down. That bond and mortgage, so far as her story goes, hadn't been brought to their attention.

THE COURT: I think it is competent. It is an exhibit produced by you in order to show her signature, and she was asked whether that was her signature in order to explain and identify it. Now, let her explain how the signature got there and what became of it.

THE WITNESS: Shall I proceed?

Q. Yes. A. Mr. Bird then wrote he would borrow the money—

MR. BOYLE: That is not answering the question, if the Court please.

Q. Was that the bond and mortgage that you refer to that was turned down by the Trustees of the Richard Esterbrook Estate? A. Yes.

Q. I ask you how you got that bond and mortgage and how you came to sign it? A. Mr. Bird sent it to me and requested me to sign it; he said he could borrow the money through the Equitable Estates Cor-

poration, and that is the way I came to sign it, and that was presented to Mr. Hayden and he put it before the committee, as I said, and they refused to accept it.

Q. After you had arranged the loan with Mr. Hayden, representing the Esterbrook Estate, and after you found you couldn't execute a bond and mortgage, was it then that Mr. Bird volunteered to do it? A. Yes. Until then I didn't know the property was in the name of the Equitable Estates Corporation.

Q. Until you got the title search? A. No.

MR. TYLER: Will you let me see those checks, Mr. Rose, check for $1,200, $2,500, and check for $3,000 and something.

MR. ROSE: What is the other one you want?

MR. TYLER: May 25, 1905, $2,500, and one for $3,000 and something, which she said she used to settle the Dubois case.

THE WITNESS: I used much more than that.

MR. TYLER: I will ask you about that.

MR. ROSE: You use that and I will look for these checks.

MR. TYLER: I will wait for you, it will save time.

MR. ROSE: I don't remember a $2,500 check.

THE COURT: Weren't they marked?

MR. ROSE: Yes. I had them in their chronological order yesterday as I was presenting them.

MR. TYLER: What about the $3,000 one.

MR. ROSE: I don't remember offering any check for $3,000, or $2,500 yesterday.

MR. TYLER: I made a note of it.

MR. ROSE: I offered one check for $1,200 and one for $100.00, and the others were for small amounts.

MR. TYLER: She interjected at that point that she used it to settle the Dubois claim.

MR. ROSE: This is news to me, absolutely news to me. I never knew of a $3,000 check before until Mr. Tyler spoke of it. I don't want to put the Court or the stenographer to a lot of trouble—

THE COURT: I will tell you how it came about, unless my memory is at fault. Mr. Rose started to say, "Didn't you receive a check from your son at such and such a time", and got about that far, and she said, "$3,147.27"—something like that, and stated what it was for, and that is the way it came about.

MR. ROSE: I have never seen it.

THE COURT: I think she assumed you had that check and you didn't have it, and I think she explained what it was for.

THE WITNESS: That was the amount I paid.

THE COURT: Am I not right?

THE WITNESS: For him, which amounted to, I think, $3,762.50, and that money—I don't think it was sent to me in one check, but in different checks, but all the moneys he sent me were used to cancel his debts.

Q. Does that include these checks which were produced yesterday? A. I know the moneys that he gave me were used for him, with the exception that sometimes I deposited money of my own in the bank in his name, because he attended to business for me, and then sometimes he would give me checks signed by him to pay my small bills.

Q. You said yesterday that the property in Collingswood was taken in his name? A. I bought it in his name.

Q. And then transferred it to a party by the name of Thomas B. Hall? A. Yes, I transferred it, using a power of attorney.

Q. Why was that transferred? A. On account of this Dubois difficulty. He asked me to take the property out of his name until he could settle it, and as soon as he had settled it I had it conveyed back to him, because I wished him to have it in the event of my death, but he never claimed ownership until recently.

MR. TYLER: Now, will you let me see this memorandum of deposits, dated March 28, 1924. You had deposit slips referring to deposits.

MR. ROSE: There is the Adams Express envelope.

MR. TYLER: I want the list of deposits.

MR. ROSE: Take this, I don't want to get the matter mixed up.

MR. TYLER: I don't want to be limited in that way.

THE COURT: You are privileged—what do you want?

MR. TYLER: I want the deposit slip.

MR. ROSE: I haven't that.

MR. TYLER: What is that?

MR. ROSE: This? Mrs. Aleck's receipt.

MR. TYLER: I would like to have that.

Q. Mrs. Aleck, I would like you to refer to Exhibit—that doesn't seem to be marked.

MR. ROSE: It is on there somewhere. I will find it.

Q. I show you an Adams Express Company envelope which states that it contains a check for $990.00 from Charles C. Spear, and also a receipt for $990.00, being Exhibit D-24, signed by you, will you please explain what that refers to, and if you got the money what it was for? A. These moneys weren't sent to me for my personal use, they were sent to adjust Charley's claims, claims against Charley, always, and he was transacting business for me, and I don't really remember anything about them.

Q. This property was transferred by Spear to Hall, Trustee, by deed dated March 31, 1904, and this receipt is dated March 28, 1904; does the similarity of dates, being within three days, have any bearing on the matter? A. I am positive he didn't send me anything for the amount stated, the checks were in

smaller amounts he sent me and I deposited them in the West End Trust Company.

Q. In whose name? A. I have forgotten—but I made the settlement—it must have been in my own name, because George Archer was living at that time and he went with me to make the Dubois settlement.

Q. That was entirely a claim against Dr. Spear? A. Entirely, absolutely.

Q. Now, I show you Exhibit D-26, which purports to be a memorandum of various checks received, with the dates and the amounts, beginning April 6, 1903, $500.00, from Charles C. Spear; April 22, 1903, $300.00, from Charles C. Spear, and making a total of about $2,000.00, and winding up "The United States and"—it looks like Inc", dated January 7, 1904, Santa Cruz and signed by James Deitrick, Managing Director, drawn to the order of Charles C. Spear and endorsed by him to me. A. Charley was private secretary for James Deitrick.

Q. Tell me what that list refers to? A. It is such ancient history I can't exactly tell you. We did business together, Charley and I, on the most amicable terms, and he attended to business for me.

Q. Did the receipt of this money have any bearing at all on the ownership or title to the property? A. Not in the slightest.

Q. Were those moneys used by you for your own use? A. Never.

Q. What were they used for? A. Always used for Charley's benefit. I deposited at one time quite a sum at 7th & Walnut, accumulated checks, and I gave that all back to him.

Q. Another memorandum, Exhibit D-25, being a memorandum that you deposited in the West End Trust Company, April 18, 1904, $200.00, and on the bottom a memorandum, deposited on April 19, 1904, $608.75, explain that. A. That is probably the same

thing, as I accumulated the checks. As I say, this is ancient history to me.

Q. Was any of that money used by you personally? A. No, sir.

Q. Did it have anything whatever to do with the title to the farm? A. No.

Q. Exhibit D-27, headed "Bank Account, 1903" and having a list of deposits, dated April 6, $500.00, down to March 28, 1904, $200.00, totaling about $2,800.00, what does that refer to? A. I know that I paid for my property with my own money, not with Charley's money. You know I inherited considerable money, I inherited money from Grandfather Cooper and my mother—

MR. ROSE: I object to that, if the Court please.

THE COURT: I think it is explanatory of what Mr. Tyler is trying to explain. The claim is obviously that those checks were introduced for the purpose of showing that her son had purchased—had paid for some portion of this property. Now, I think any explanation of her's is in order, especially in view of the fact that she was not permitted to explain when she was asked to identify those papers. Any explanation of her's is in order to show that this had nothing to do with these properties in any way, that that money was used for some other purpose. If she can tell for what purpose, let her do it, if she can't, let her say she can't remember.

MR. TYLER: That is my object, to clear up this matter.

Q. Exhibits D-26 and 27 there appear to be exact duplicates of each other, simply being a list of deposits, the items being the same. Will you please tell us what you did with those papers or how they

came in the possession of Dr. Spear's papers? A. After I lost my sight I turned all my papers over to him, and I really don't know. I know where I got the money with which I paid for my properties, and they are absolutely mine.

Q. Did this money have anything to do with the purchase of the property? A. Never, no, none of the moneys he sent me.

Q. Now, the moneys you used for the purchase of the property you say was your own? A. Absolutely.

Q. And you had moneys of your own? A. I had.

Q. About when was it you refer to losing your sight, about when was that? A. My sight became very poor far back in 1902 and 1903, became very poor.

Q. Now, you also refer in these letters which Mr. Rose—A. I write those letters without seeing them.

Q. And you refer in them as being ill in the summer of 1920? A. Yes. If I stopped in the middle of a word I couldn't continue it.

Q. So you write right straight through? A. Yes.

Q. Without seeing what you are writing? A. Yes, I can't read my own writing.

Q. Mrs. Aleck, you were shown yesterday an affidavit taken before a Notary Public by the name of Irene Clow, the substance of which was you wanted to discontinue this suit and that it was brought without your consent, and you stated you had no recollection of having signed any paper containing that statement? A. Positive I did not.

Q. Now, do you recall sometime just prior to the suit coming on for hearing having met Dr. Spear and going into an office on Market Street? A. Yes, sir.

Q. State what he said to you when you met him and what you were there for? A. I was coming out of the post-office and I met him on Third Street

and he asked me to walk to Third & Market with him, and he began to talk settlement; of course, I always wanted them to settle out of court, and then he asked me on what terms I would settle, and he said, "If I caused the Collingswood properties to be reconveyed to you in fee, free of encumbrance and you have a half interest in the farm"—it was the cemetery, he called it the cemetery—"and in addition to that you would receive a salary equal to mine"—he as manager and I as President—and I said I didn't know enough about the cemetery associations to bind myself without asking you.

Q. By "you"' you mean? A. I mean Mr. Tyler. I thought such a settlement could be readily carried through, so he had that typewritten.

Q. After he made that statement what did you do? A. I went into an office at Third and Market with him and sat down on a settee that runs along that way, and he said he had that written; he had something written on the typewriter there by this Miss Irene Clow, is it, I don't know, and that is what I supposed I signed, but I didn't sign anything like the paper you read me.

Q. Was there anyone with you besides Dr. Spear when you signed that paper? A. No.

Q. Had you consulted your attorney about it at all? A. No, I didn't, but I said I wished to consult you before I made a positive agreement, that was included in it.

Q. Who had that paper written up on the typewriter and dictated it? A. Dr. Spear had the only paper written that I knew of. Of course, he dictated it; I didn't go back at all, I was on the settee all the time.

THE COURT: Did you recognize your signature to it when it was shown to you, I don't recall?

THE WITNESS: That looks like my signature.

THE COURT: It was?

THE WITNESS: It looks like it. But that paper must have been substituted for the one I thought I signed.

THE COURT: What did you think you signed?

THE WITNESS: The way I told Mr. Tyler, in which I was asked on what terms I would settle and I said subject to Mr. Tyler's approval I would settle subject to the reconveyance of the properties to me free of encumbrance, a half interest in the cemetery, and in addition to rceeive a salary equal to his.

THE COURT: What was to become of the homestead?

THE WITNESS: My son hoped to turn the entire thing into a cemetery.

THE COURT: What was to become of the other half interest?

THE WITNESS: That was to go to the Doctor, he was to have the half income for his work in promoting it, and he was also to have a salary as manager, and I was to have an equal one as President, that is the way it was put to me.

THE COURT: In other words, you were going to bury your troubles?

THE WITNESS: I hoped to; that is what I was intending to do.

Q. You told him that would be subject to my approval? A. Yes.

Q. And that was never submitted to me? A. No. I have always wanted to settle out of court. The absurdity of this.

Q. When you were shown a letter written by you to Dr. Spear stating that you believed that Mr. Bird was a very nice and honorable man, you attempted to make an explanation and stopped. A. I did think so, but later he became obsessed with very pernicious falsities that had been told him by Dr. Spear, and I still think Mr. Bird is honest, but he has been influenced to an extent that he can't be just to me any more.

Q. When Mr. Bird stated in his letter to you that by reason of your being a director and he and Mercedes being directors, you would have absolute control of the corporation, was that correct?

THE COURT: I don't recall whether that came out as Mr. Bird's statement by her testimony or not.

MR. TYLER: It was in the letter that by reason of his being a director, Mercedes Spear being a director, and Mrs. Douglas, that she would have absolute control of the corporation. I would like to find out whether she has such confidence in Mr. Bird, or any other director, whether that statement would be true.

MR. BOYLE: That issue is aside from this controversy; her opinion wouldn't help or hurt the situation as to whether she thought he would agree or not.

THE COURT: Isn't it obvious she wouldn't have control; if the board of directors contained two members other than her she couldn't have control.

MR. TYLER: My only thought was to show the relation between her and Mr. Bird, and that the relations between Mr. Bird and Dr. Spear were such that she wouldn't possibly have control, she would always be a minority member.

THE WITNESS: I no longer have any confidence in Mr. Bird; I think he is simply Dr. Spear's creature.

Q. A great many of these letters you have written to Dr. Spear are simply addressed to "Post Office Box 202, New York" without his name appearing on them in any way, and without your name appearing on them in any way. At whose request was that? A. At his request.

Q. Was there any reason for it? A. My desire to shield him.

Q. There was a reason at that time for his name not being known to even the postal authorities? A. Yes.

Q. That is the reason it was done? A. Yes.

Q. And a good many of his letters to you were simply signed "No. 202", weren't they? A. Yes.

Q. Now, in one of your letters, September 4th, you said he could write to you confidentially and you would destroy the letter at once, was that for the same reason? A. It was.

Q. Now, in your letter of September 5, 1920, you spoke of your feeble condition and failing health; I wish you would tell us what your condition was in June, July, August and September, 1920. A. I was ill for about six months, very ill, I had spasmodic asthma.

Q. Was that during that period? A. Yes, it extended over six months and it left me very weak.

Q. When you refer in these letters in the fall of 1920 to your poor health is that what you were referring to? A. Yes.

Q. The letter of September 13, 1920, you refer to the fact that you were sick and it was too warm for you to recover, you needed more invigorating and colder weather? A. Yes. When I had money I went to the mountains, but I didn't have the money and I couldn't go.

Q. You have been asked about the settlement, statement of settlement for the sale of the property by you to the Locustwood Cemetery Company, and you have been questioned as to what became of the difference between the mortgage of $18,000 and the supposed purchase price of $27,000, being a difference of $9,000, and I ask you whether you got any such sum out of the settlement? A. No, nothing but $450.00.

Q. Is that the statement of settlement furnished you? A. Mr. Scanlan's writing on the back? Yes, that is in his writing, he made that for me.

Q. And that shows the amount of cash paid was $553.02? A. There is something deducted from that, I don't think I got but $450.00, but whatever he says is correct.

Q. I show you what purports to be an assignment of the mortgage for $18,000 and ask you whose signature that is on the assignment? A. My son's.

MR. TYLER: I will offer those two in evidence.

(Said papers marked Exhibits C-25 and C-26.)

By MR. ROSE:

Q. You just admitted Mr. Scanlan's handwriting, and I will ask you whether that isn't his handwriting, too, you said you were familiar with it A. I would say that is Mr. Scanlan's signature.

Q. And his handwriting?

THE COURT: Whose?

MR. ROSE: John A. Scanlan, Attorney at Law, 950 Drexel Building.

Q. You say that is his handwriting, do you? A. Yes, that looks like his handwriting.

By THE COURT:

Q. You spoke of your son recording the deeds, I think three in number, that had been executed to you by your trustees for a long time but had not been recorded? A. Yes.

Q. Deeds which were made, I suppose, with a view that they should be held by you as practically equivalent to declarations of trust? A. Yes.

Q. You know the documents I refer to, don't you? A. Yes.

Q. And your son recorded them without your intending they should be recorded, that is your testimony? A. That is absolutely true.

Q. What I wanted to ask you was, what was he doing with them, how did he get them? A. He had been talking to me for some time about going into a corporation—

Q. Yes. A. And I consented, owing to circumstances, which you understand, do you not?

Q. I don't know whether I do fully. A. I think you do. Then I went to New York and took my deeds with me, and Mr. Bird and my son and myself went to dinner together, and during the dinner Mr. Bird and all of us talked about this corporation, and it was said that everything was to be mine, the corporation was to hold the property for me but it was to be absolutely under my control; the next day I went to Mr. Bird's office to have the articles of incorporation explained to me—it was a new field for me, I didn't know anything about it—

Q. Your specialty was trustees? A. Yes, I specialized on trustees. Then they never said anything about the incorporation when I went in, they simply gave me an agreement to sign, and I looked at the agreement and I saw it would absolutely deprive me of everything I had in the world, I was to hold half of the estate in trust for my son's wife, Mercedes, and she was to hold the other half in trust for me—it was horrible the way it went on, it took everything from me, and I threw it aside and told them I wouldn't have anything more to do with them, and I gathered up my papers, asked for them, and I glanced through them hastily, and I saw the deed from Sheriff Nowrey to George H. Aleck was missing, and I mentioned it, and they hemed and hawed, and they quickly found it and gave it to me, and it wasn't until I returned to Philadelphia that I found they had kept a number of my deeds and papers, they had kept this deed from Mr. Scanlan to me, and Alice Wesley to me, and from George H. Aleck to me, and several other papers they hadn't any right to keep, and I went back to New York several times after that to get my papers, and when I saw my son he said Mr. Bird had them, and when I saw Mr. Bird he said my son had them, and when I saw them both together they said they were in the trust company and they couldn't get them out that day, but Mr. Bird gave me his word of honor that my son would take them to Philadelphia the next day and give them to me, but he never did return them until in April, 1920, after they had been recorded—

Q. I don't think they had. A. They hadn't been recorded?

Q. Then, had they; I am not quite clear. A. They weren't recorded?

Q. They were recorded June 28th, I think. A. He returned the deed from Mr. Scanlan to me and from George H. Aleck to me, but not the deed from

Alice Wesley to me, and a very insolent note denouncing Mr. Aleck, who was a very true and faithful friend to him during all his absence from the country. Now, I don't understand, Mr. Tyler. Would you explain to me how those deeds were recorded afterwards.

Q. That is what I wanted you to explain, Mrs. Aleck. You say on June 22, 1920, you signed three deeds. You said you signed only the one to the residence property intelligently, purposely and intentionally to the Equitable Estates Corporation? A. Yes, I did.

Q. The other two you say you weren't conscious of signing and didn't intend to sign? A. No.

Q. And they were all recorded with the deeds to you from your trustees so as to make a perfect chain of title? A. Yes.

Q. I want to know how they got hold of the deeds to you from your trustees in order to record them? A. I think Mr. Aleck can explain that.

Q. Can't you? You said they had them prior to that time, but you got them back. A. Two of them I got back. Will you put Mr. Aleck on the stand, he went to the recorder's office and saw how it was. It was supposed to have been done by power of attorney, but I never gave anybody a power of attorney.

Q. You remember giving them to them and getting them back—are you sure you got them back? A. Mr. Tyler has in his possession the letter that my son sent when he returned two of the deeds, and I am very sure that was in April or May, it was before they were recorded.

Q. How did your son get them again? A. He must have had copies of them.

Q. You can't record copies. A. How was that done? It can be explained, because it has been explained, but I have forgotten how it was.

THE COURT: I guess that is all.

By MR. TYLER:

Q. Do you recall what became of the deeds after they were sent back to you by your son? A. You have them, haven't you?

Q. No, I haven't got them. A. What have you in there of his?

Q. I don't have the deeds. The three trustee deeds I don't have. Now you said you took those to New York with you, that was in the fall of 1919? A. Yes, I did.

Q. And they kept them? A. Yes.

Q. Now, have you ever seen those deeds since—what became of them? A. If you haven't them then I never had them again.

Q. I haven't got them, I handed all my deeds over to you. You said Dr. Spear had sent two deeds back to you with a letter? A. He did, two deeds with a letter.

Q. And you think I have that letter? A. Yes, and in it it mentions those two deeds.

THE COURT: They are recorded, and in your bill, as I recall it, you allege they procured them surreptitiously, or without your consent, and recorded them.

THE WITNESS: Yes. I think Mr. Aleck told me those deeds were recited, but the deeds had never been left there. On account of my eyesight I never go to the Register's office.

Q. Isn't that the letter you got in which he said he enclosed the deed from the Homestead Improvement Company to John A. Scanlan, and the deed from John A. Scanlan to George H. Aleck? A. This

is the letter, but he didn't enclose the deeds, and I spoke afterwards about it, and he said, "Didn't I" and he said, "I must have put it in the trunk," but afterwards Mr. Bird admitted it was in his office.

Q. They are not the deeds that the Vice Chancellor asked you about. These are the original deeds from the Homestead Improvement Company to Scanlan, from Ludlam to Wesley, and Scanlan to Aleck. The Vice Chancellor asked you about the deeds which were unrecorded A. Then he still has them in his possession.

Q. They were never returned after that? A. No, they were never returned to me.

THE COURT: In the 18th paragraph of your bill, Mrs. Aleck, you say that before the 20th of June, 1920, Mr. Spear took from your possession by fraud and trickery and without your knowledge or consent all of the deeds and title papers, but afterwards returned a part thereof, but he kept and retained the three undelivered and unrecorded conditional deeds dated June 7, 1916, from George H. Aleck to your oratrix, and from John A. Scanlan to your oratrix, and Alice M. Wesley to your oratrix, and without the knowledge of your oratrix or of the said George H. Aleck, John A. Scanlan or Alice M. Wesley, he caused the same to be recorded on the 28th of June, 1920. This is what you allege in your bill.

THE WITNESS: Well, that is correct. Owing to my sight I just depend on what other people tell me.

THE COURT: Then you say the way your son got possession of those unrecorded deeds to you from your trustees was some considerable time before that and was during the process of negotiation?

THE WITNESS: Yes.

THE COURT: And was during the period of negotiation?

THE WITNESS: Yes. I made many efforts to get my deeds back but never succeeded. Had it been anyone but my son I would have recovered them, but I always thought he would return them to me. Until recently I would have staked my life on his word, but he has changed.

EMMA H. FULMER, Sworn.

By MR. TYLER:

Q. Where do you reside? A. 218 Seaside Avenue, Atlantic City.

Q. Do you know Mrs. Aleck? A. I do; have known her for a number of years.

Q. Is she at present living with you? A. She is.

Q. And has been for how long? A. Since early in December of the past year.

Q. Do you know Dr. Spear? A. I do, I have met him.

Q. Have you had any conversation with him lately about this property? A. He came down to Atlantic City to see his mother on one occasion and I heard part of the conversation.

Q. You did hear the conversation? A. Yes.

Q. Did he make any statement about his interest, or his mother's interest in this property? A. Well, he said his interest and her's were equal and that under any consideration every dollar would be used for her benefit, and also with regard to the Equitable Estates Corporation, which I asked him in what way his mother was benefited by that, and he answered me, "Because she owns every share of stock in the concern by the paper which she holds, absolutely."

CROSS-EXAMINATION.

By MR. ROSE:

Q. When did this conversation occur? A. I think sometime in January. Dr. Spear remembers when he was down to see his mother.

Q. And were you present while Mrs. Aleck and Dr. Spear were talking about the Equitable Estates Corporation? A. Yes.

Q. And the Cooper Homestead Farm? A. I suppose they included it all, yes.

Q. You heard Dr. Spear say that the interest of his mother and himself were equal? A. He said it would revert to either one in the case of the death of either one.

MR. TYLER: We rest.

COMPLAINANT RESTS.

THE CASE FOR THE DEFENDANT.

MULFORD H. MATTHIAS, Sworn.

By MR. ROSE:

Q. What is your full name? A. Mulford Henry Matthias.

Q. Where do you live? A. 512 Penn Street, Camden.

Q. Do you know Mrs. Aleck? A. Yes, sir.

Q. And Dr. Spear? A. Yes, sir.

Q. Have you know them very long? A. Yes, sir.

Q. How long? A. Since 1910.

Q. Did you have any conversation with Mrs. Aleck? A. I did.

Q. In regard to her business relations with Dr. Spear? A. Yes, sir.

Q. Will you tell the Court— A. It was during the year 1910 that Mrs. Douglas at that time, Mrs. Aleck now, deplored the fact very much that Charley didn't follow his profession and that—

MR. TYLER: I think you are asking for conversations.

MR. ROSE: I think that is what he is stating.

THE WITNESS: And that Charley gave her $5,000 at that time on the Collingswood property.

Q. The conversation between you and Mrs. Aleck was about the business affairs—

THE COURT: Let him state it, will you please?

THE WITNESS: It is this way, she claimed that Charley gave her money on the farm and on the Collingswood property, and she said that Charley could be worth thousands of dollars if he had followed his profession instead of acting the way he was, and she seemed very much in favor of Charley at that time.

CROSS-EXAMINATION.

By MR. TYLER:

Q. Wasn't it Mrs. Brown, her sister, talking to you, and not Mrs. Aleck at all? A. No, sir, Mrs. Aleck in front of my wife and myself—

Q. Isn't it true she said at that time, or somebody said at that time, at least, she was sending money to Charley and deplored the fact that he hadn't followed his profession? A. No, sir, positively not.

Q. What was Charley doing at that time? A. Working on the farm at that time, living on the farm at that time.

Q. What had he been doing several years before? A. Out at the farm before that, he was running the farm in 1910.

Q. Were you ever out to the farm? A. Out by there, never visited it.

Q. Don't you know Mrs. Aleck stocked up that farm herself and ran it as a dairy farm? A. No, sir, I know Mrs. Aleck claimed to own the farm, but Charley—

Q. Don't you know Mrs. Aleck, as a matter of fact, was living on the farm? A. Charley was running the farm at that time, not Mrs. Aleck.

Q. When was Charley graduated as a physician? A. I can't tell you that, it was before she came to my house.

Q. What did he do any time after the time he graduated until 1910, except live on the farm? A. I don't know. Mrs. Aleck came to our house from the farm.

Q. You haven't any possible idea where he could get $5,000? A. No, sir, I am just taking Mrs. Aleck's word.

Q. Just answer the question. A. I don't know where he got it.

Q. All you know he was doing was living with his mother on the farm? A. I know he was living on the farm at that time, and I know what Mrs. Aleck said to me and my wife.

Q. All you know about his whereabouts up to that time is that he had been living with his mother on this farm? A. Yes, until she came to our house, and after she came to our home.

ANNA MATTHIAS, Sworn.

By MR. ROSE:

Q. Mrs. Matthias, are you the wife of the preceding witness? A. Yes, sir.

Q. Do you know Mrs. Aleck and Dr. Spear? A. Yes, sir.

Q. Have you know them for a long while? A. Yes.

Q. Did you ever have a conversation with Mrs. Aleck in which she referred to her relations with her son, Charley? A. Yes.

Q. Who was present at that time? A. Well, there were different times when her sister was there and my husband.

Q. Can you tell the Court what she told you in reference to the business relations between her and

her son? A. Well, she spoke about his profession bringing him in so much money, and she was so sorry he stopped and went to farming, he had made so much money when he was a physician, and he had given her large sums of money many times.

Q. Did she say anything about her interest or her son's interest in the farm or Collingswood property? A. She said he had given her the money to pay off the mortgage on the farm.

Q. Did she say how much money had been given her? A. Large sums, I think there was $5,000 on the farm, she had given the mortgage on the farm, and he had given her the money she had paid on the Collngswood property.

CROSS-EXAMINATION.

By MR. TYLER:

Q. When was this conversation? A. This was in 1910 when she was boarding with me.

Q. Do you know what mortgage was on the farm in 1910? A. No, I do not.

Q. Don't you know, as a matter of fact, there was no mortgage of $5,000 on the farm in 1910? A. She didn't say it was paid at that time, it had been previously.

Q. Might have been paid before? A. That is what I understood.

Q. And this $5,000 was given to pay off the mortgage on the farm? A. Yes, that is the way I understood it.

Q. That was in 1910? A. Yes.

Q. You are quite sure that is what the $5,000 related to, paying off the mortgage on the farm? A. Yes, as far as she said.

Q. Now, he was living with her then on the farm, was he? A. He was at the farm, she was with me temporarily.

Q. Who was? A. Mrs. Douglas was boarding with me at that time temporarily.

Q. What time in 1910 was that? A. It was from May until November.

Q. How is that? A. From May until November.

Q. Where was Charley at that time? A. Out on the farm.

Q. You heard Mrs. Aleck testify this morning, didn't you? A. I heard a part of it.

Q. You heard her say in 1909 and 1910 Charley had arranged sort of a plot by which he would get her into the insane asylum?

MR. ROSE: I object to that, that isn't proper cross-examination. I object to it.

THE COURT: I think that is a sound objection. I don't see how that can possibly be connected up.

DR. WILLIAM J. DUBLER, Sworn.

By MR. ROSE:

Q. Doctor, where do you reside? A. My home is 22 S. New Jersey Avenue, Atlantic City.

Q. What is your occupation? A. Physician.

Q. Where is your office? A. How is that?

Q. Where is your office? A. I have two offices, one at 22 S. New Jersey Avenue and one in the Humphrey's Building here in Camden.

Q. Do you know Mrs. Aleck? A. I do.

Q. How long have you known her? A. Since the 6th day of November.

Q. Last year? A. Last year, 1924.

Q. Do you remember the occasion when you and she went to Trenton together? A. I do.

Q. When was that? A. That was on Friday, November 7th, I think.

Q. 1924? A. 1924.

Q. Where did you go? A. We went to see Chancellor Walker.

Q. Was anyone else present? A. No.

Q. You and Mrs. Aleck went together from Atlantic City accompanied by no one else? A. I met Mrs. Aleck in Trenton.

Q. You met her in Trenton? A. Yes.

Q. Was she alone? A. When I met her she was with Dr. Spear.

Q. Then where did you go? A. She requested me to go to Chancellor Walker with her.

Q. You and Mrs. Aleck went to Chancellor Walker's office? A. Yes, sir.

Q. Did you stay in the room while the Chancellor and Mrs. Aleck had a conversation? A. Yes, sir.

Q. What was it? A. Why, she went in reference to this trial that was to come up on the 5th day of November, and it seems she wanted the case dismissed, she had written letters both to Vice Chancellor Leaming and Mr. Tyler wanting the case dismissed, and evidently they didn't dismiss it and she was very indignant, and she wanted to know why she couldn't have the case dismissed.

Q. Do you remember any other conversation? A. There was quite a conversation going on and I can't remember word for word, and he told her he couldn't dismiss the case but he would take it under advisement and advise her in a short time what procedure she could take.

CROSS-EXAMINATION.

By MR. TYLER:

Q. How did Mrs. Aleck get to Trenton? A. I don't know, I think she went with Dr. Spear.

Q. How did you and Mrs. Aleck get back from Trenton? A. Came back in Dr. Spear's car.

Q. Who asked you to go to Trenton? A. Mrs. Aleck.

Q. When did you first meet Mrs. Aleck? A. She came to my home with Dr. Spear in Atlantic City.

Q. When? A. Thursday, November 6th.

Q. And Dr. Spear was with her? A. Yes.

Q. All the time she was there? A. I think he was, yes.

Q. Are you sure it wasn't Dr. Spear who asked you to go to Trenton the next day? A. No, sir, she wanted to go.

Q. Why couldn't Dr. Spear go with her instead of you? A. I don't know.

Q. You didn't know the Chancellor, did you? A. No.

Q. Never had met him before? A. No.

Q. Where did you meet Dr. Spear in Trenton? A. At the station, met them both at the station.

Q. When you arrived there he was at the station waiting for you? A. Mrs. Aleck and Dr. Spear both.

Q. So you went up on the train and then you got in their car and went to the State House? A. Yes.

Q. And he waited outside for you? A. Yes, sir.

Q. And he drove you both back? A. Yes, sir.

Q. He knew he was to be there, didn't he? A. Yes, I knew they were to be there because I made the appointment.

Q. Why didn't you go up with them? A. Why, Thursday afternoon she wanted to go up in the train and wanted to go immediately.

Q. Why didn't you go up with them? A. I will have to tell you why or I can't answer the question.

Q. Was there any particular reason why you shouldn't have gone up with them as well as come back with them? A. No reason whatever.

Q. You knew they were going up together? A. Yes.

Q. When did they go up? A. I don't know.

Q. They went up Thursday morning, didn't they? A. No, I don't think so.

Q. When did you go up? A. Friday, the 1.15 train, North Philadelphia Station.

Q. You went from Camden? A. I went from Philadelphia.

Q. That was on Friday? A. Yes, sir.

Q. When did you see the Chancellor? A. It was very shortly after that, I should judge about two o'clock.

Q. Didn't they go up on the same day? A. Who?

Q. Dr. Spear and his mother? A. I don't know.

IRENE CLOW, Sworn.

By MR. ROSE:

Q. Miss Clow, you reside in Camden? A. Yes, sir.

Q. And are you a Notary Public? A. I am.

Q. I show you this typewritten document marked Exhibit D-29 for Identification, signed "Helen C. Aleck" and ask you whether or not you saw Mrs. Aleck sign that paper? A. Yes, I did.

Q. Did you read it to her before it was signed? A. I stood by her while she read it.

Q. Will you just explain the circumstances, Miss Clow, under which that affidavit was prepared, signed and sworn to before you? A. Dr. Spear brought his mother into our office, and she wasn't quite satisfied with an affidavit that was there, she wanted some corrections made; I gave it to Mr. MacPeak and he prepared this from that affidavit that Mrs. Aleck, I think her name is, that she wanted to sign—I am out of breath—and then Mr. MacPeak, after it was prepared he called me and I went to the window and gave the affidavit to Mrs. Aleck and asked her if that is what she wanted, and she read it over carefully, she was quite near-sighted, she took from ten to fifteen minutes to read it, and I swore her and took her affidavit and attached my signature after she had signed it.

Q. Are you related to either of these parties in any way? A. No.

Q. Who is Mr. MacPeak? A. He is a bookkeeper of the New Jersey Corporation Guaranty & Trust Company.

Q. Are you also an employee of that company? A. Assistant Secretary and General Manager.

Q. Where do they have their office? A. 304-306 Market Street.

Q. Has Dr. Spear any connection with that company? A. None whatever.

CROSS-EXAMINATION.

By MR. TYLER:

Q. You knew that Mr. MacPeak and Dr. Spear were very close friends, didn't you? A. Beg pardon.

Q. You knew that Mr. MacPeak and Dr. Spear were very close friends, didn't you? A. No, sir.

Q. You don't know that they are? A. I don't know that they are.

Q. How long have you known Mr. MacPeak? A. Twenty-three years.

Q. You have known of Dr. Spear for some time? A. I wouldn't want to say, but it is only since we incorporated the Locustwood Cemetery.

Q. How long ago was that? A. I am not sure of the dates, but I don't think it is over three years ago, if that long.

Q. Who had that incorporated, Mr. Spear? A. No, Mr. Davis from New York, as far as I remember.

Q. Who? A. A Mr. Davis was the promoter.

Q. Might it have been Mr. Bird? A. I can't remember the names; two men came in our office and incorporated the company when we were at 417-419 Market at that time.

Q. So you had been doing some business for Dr. Spear? A. No, I didn't know of Dr. Spear, I just knew those promoters of the Locustwood Cemetery. We prepared the charter and filed it, as customary with this kind of a corporation.

Q. You say about three years ago the Locustwood Cemetery, Incorporated, was incorporated? A. I am not sure of the dates, but I think so.

Q. During that time you knew who Dr. Spear was? A. I didn't know him at that particular time; the only time I knew Dr. Spear has been, I should say, just about two years.

Q. In connection with the Locustwood Cemetery? A. In connection with the Locustwood Cemetery.

Q. And he had come in connection with your office in that way? A. Yes.

Q. How many times do you suppose he had been in the office? A. Oh, that is awfully hard to say; I took his affidavits from time to time.

Q. You have done that before for Dr. Spear? A. Yes.

Q. How many times? A. I am not so sure about that—the deeds for the cemetery lots.

Q. Who dictated this to you? A. I am not so sure it was dictated, it was copied.

Q. Copied by whom? A. By Mr. MacPeak.

Q. And you had one prepared first that Mrs. Aleck objected to? A. I didn't have it prepared; Mrs. Aleck did it, or Dr. Spear.

Q. Who brought it in, Mrs. Aleck or Dr. Spear? A. They were both together.

Q. Who gave it to you? A. Mr. MacPeak.

Q. Who gave it to Mr. MacPeak? A. You will have to ask him, I am not sure about it.

Q. You know when Dr. Spear came in he had one already prepared? A. He had one his mother objected to, she wanted one or two corrections made.

Q. You knew that was rewritten? A. I know it was rewritten.

Q. So there were two affidavits, one she objected to and one she signed? A. The other wasn't signed.

JOHN H. MacPEAK, Sworn.

By MR. ROSE:

Q. What is your occupation, Mr. MacPeak? A. Clerk for the New Jersey Corporation Guaranty & Trust Company.

Q. Office located where? A. 304-306 Market Street.

Q. Do you know Dr. Spear? A. I do.

Q. Do you know his mother Helen C. Aleck. A. I have only seen her once before now.

Q. Just take your hand down, please. Do you remember the circumstances on October 28, 1924, when Dr. Spear and his mother came to your office? A. I

don't recall the date, I remember them coming into the office.

Q. Do you know why they came? A. They came for the purpose of having an affidavit taken.

Q. What took place? A. Dr. Spear handed me a paper which had interlineations in it, and his mother said, "Doctor, you had better rewrite that," and he asked me if he could use the machine, and I said I would do it for him, and I took the paper and they went over the lead pencil notations in between the lines and both he and his mother told me what they were, and I wrote it and handed it back, and his mother sat down on the settee, she went over it quite a while and she seemed perfectly well satisfied, and I got Miss Clow to take the affidavit.

Q. Is this the affidavit which was taken at that time? A. Yes.

Q. Is that the affidavit? A. Yes, it is both our paper and my typewriter.

Q. Already marked Exhibit D-29 for Identification? A. Yes, sir.

CROSS-EXAMINATION.

By MR. TYLER:

Q. Where is the other affidavit that was there at that time? A. I know nothing about that; there was no other affidavit.

Q. Where is the other paper? A. I know nothing at all about it.

Q. Do you know anything about what became of the paper Dr. Spear had prepared and brought in with him? A. That is the same paper you are speaking of, isn't it?

Q. Yes. A. No, I know nothing about it.

Q. Dr. Spear had a paper prepared in advance, didn't he? A. He did, from which I made this copy.

Q. And he gave that to you? A. He did.

Q. You don't know whether he had any other paper? A. That is all I saw.

Q. The paper that was prepared before, was that prepared in your office? A. No, sir.

Q. And Dr. Spear handed you that paper when he came in? A. He did.

Q. You read that affidavit, didn't you? A. I read it.

Q. You wrote it out? A. Yes, copied it; naturally I read the first one.

Q. At whose request did you write that? A. Dr. Spear's request; also his mother's, that it should be rewritten. She suggested to him that it should be rewritten.

Q. Dr. Spear brought it to you and suggested he write it himself? A. He offered to write it himself if he could have the machine and I offered to write it for him, which I did.

Q. And that was the entire conversation you had with Mrs. Aleck? A. Yes, sir.

Q. Nothing else? A. Nothing that I know of.

Q. You didn't read it to her? A. I did not.

Q. And you didn't discuss with her the contents of it? A. Not at all, I merely acted in a clerical capacity, that is all.

By MR. ROSE:

Q. Did you hear Mrs. Aleck state any of the contents of this to you or make any suggestions? A. Only as to these corrections that were made.

Q. What were they? A. That I can't tell.

MARY L. DUBLER, Sworn.

By MR. ROSE:

Q. Mrs. Dubler, where do you reside? A. 22 S. New Jersey Avenue, Atlantic City.

Q. Do you know Mrs. Aleck and Dr. Spear? A. Yes.

Q. Do you remember accompanying Mrs. Aleck to the office of Judge Cole a short time ago? A. Yes.

Q. Did you hear the conversation between Mrs. Aleck and Judge Cole? A. I did.

Q. Will you please tell the Court what Mrs. Aleck said to Judge Cole at that time.

MR. TYLER: I think that is confidential between them while he was acting as her counsel.

THE COURT: I think if Judge Cole was acting as her counsel it would have to be regarded as confidential.

MR. BOYLE: Could there be anything in confidence when a third party was there; it has always been my practice not to allow them to talk in front of others.

THE COURT: I think that would be up to Mrs. Aleck. I will treat it as confidential if it is shown Judge Cole was acting as her attorney.

MR. TYLER: No question about that, it appears of record in this case; Judge Cole made an application on Mrs. Aleck's behalf.

MR. BOYLE: If the Court please, as I understand the question of privilege, there can't be any privilege claimed when there is a third party present. There

can only be a privilege claimed when there is just client and counsel together; if there is a third party present that takes away the privilege.

THE COURT: I don't recall the rule, but I can't see any reason for it if the third party was a friend.

Q. Did you have a conversation with Mrs. Aleck before you reached the office of Judge Cole? A. Yes, in my home.

Q. What was the subject of that conversation? A. She wanted to retain Mr. Cole on the advice of Chancellor Walker to have her case dismissed, and she wanted to discuss with Judge Cole in general the indifference of Mr. Tyler and Mr. Koehler, and the apparent indifference of Justice Leaming in ignoring her letters. She said she had written special delivery letters to Mr. Tyler and Justice Leaming and they had entirely ignored them, and Mr. Tyler only consulted Mr. Aleck and didn't consult her, he played constantly into Mr. Aleck's hands.

Q. Were you present at Collingswood at the time that Mrs. Aleck took possession of her home, 23 E. Stiles Avenue? A. Yes.

Q. Did you see Mrs. Aleck burst open the window? A. Yes.

Q. Did you hear her accuse her husband of stealing valuable papers, money and keys to a safe deposit box?

MR. TYLER: I object to that as being absolutely immaterial and irrelevant; it has no bearing on this case.

THE COURT: I don't know what the purpose of it is—what is it?

MR. ROSE: Mr. Tyler set up that we had taken possession of this property and that we were depriving her of the possession of the property. The purpose of this testimony is to show that Dr. Spear didn't take possession of that property from his mother, that it was she who went there and burst open the window and had her husband arrested and sent to jail, and then put Dr. Spear in possession of the property.

MR. TYLER: That, may it please the Court, has nothing to do, as I see it, with Mrs. Aleck subsequently vacating the property.

THE COURT: I will let it go in; I doubt whether it is relevant, I don't see how it can be of any service or materiality.

MR. ROSE: I will not press it under the circumstances.

THE COURT: It already appears and it isn't contradicted; Mrs. Aleck was asked about it.

CROSS-EXAMINATION.

By MR. TYLER:

Q. Did Mrs. Aleck tell you I had refused to permit her suit to be discontinued or her right, title or interest in this property to be jeopardized by what took place on November 5th? A. I didn't get your question.

(Question repeated by stenographer.)

THE WITNESS: I don't fully understand that question, it is too lengthy. Make it more brief.

CHARLES C. SPEAR, Sworn.

By MR. ROSE:

Q. You are one of the defendants in this case, aren't you? A. Yes.

Q. The complainant is your mother? A. Yes.

Q. Will you state the circumstances under which the three deeds, Wesley, Scanlan and Aleck, came into your possession? A. I was living in New York at the time on West 15th Street, and my mother came over occasionally to see me, and on one occasion she brought several deeds and other papers and said she thought I should have them in my possession in case anything happened to her, and among the papers delivered to me at that time were these three deeds in question.

Q. Do you remember an occasion when you and Mr. Bird and your mother had dinner together at which time the subject of a corporation was discussed? A. Yes.

Q. Was anything said at that time about making the title to the corporation complete by the recording of these deeds? A. Well, we had so many conferences and several times went to lunch together—on the first one, of course, the matter was discussed in general terms and the question of the recording of these deeds wasn't mentioned at a time when we had lunch, that was mentioned afterwards in Mr. Bird's office.

Q. Now, as to these three deeds, Exhibits C-12, C-13 and C-14—Doctor, I show you Exhibits C-12, C-13 and C-14, being three deeds from Helen C. Douglas to the Equitable Estates Corporation, and I want to ask you whether or not you were present at the time that deed was executed? A. I was, yes.

Q. Did you or didn't you see your mother—

THE COURT: Which property does that cover?

MR. ROSE: This covers the Cooper Homestead Farm.

Q. Did you or did you not see your mother sign her name to that deed at that time? A. I saw her sign it at that time, yes.

Q. I show you deed for lot No. 5, Collingswood, and I ask you whether or not you saw your mother sign that deed? A. I did.

THE COURT: That is likewise a deed to the corporation?

MR. ROSE: Yes, sir.

Q. I show you deed, Exhibit C-13, Helen C. Douglas to the Equitable Estates Corporation, for lot No. 6, Homestead Tract, Collingswood—is that 23 E. Stiles Avenue? A. Yes, sir.

Q. And I ask you whether or not you saw your mother sign that? A. I did.

Q. Where were those deeds signed? A. They were signed in the office of Cummings Brothers, Drexel Building, Philadelphia.

Q. Who was the commissioner or notary who took the acknowledgment? A. Augusta T. Vetter.

Q. After those deeds were signed and acknowledged, what happened? A. We went—

Q. Before leaving the office? A. She handed me the deeds.

Q. She, Mrs. Aleck? A. Mrs. Aleck, my mother, and I put them in my pocket and then we went down the elevator and then to a restaurant. I think on Filbert Street above Twelfth, and we had lunch there together.

Q. Were those deeds delivered to you by your mother with any limitations or restrictions? A. None whatever.

Q. Had she discussed the question of restricting or limiting the use of those deeds? A. The deeds were given to me to be recorded at my discretion, as soon as I thought things were in proper shape to complete the Equitable Estates Corporation business.

Q. You heard your mother testify that when these deeds were executed that you asked her to let you have the possession of them and that when you got out of the building into the street that you would return them to her—did you have any such conversation as that with your mother? A. No.

Q. You heard your mother testify that when you reached the street you fled? A. Yes.

Q. Jumped upon a street car; is that true? A. It is not, no.

Q. Doctor, before these deeds were executed, these three deeds, had you and your mother had any conversation in regard to the preparation and execution of these deeds? A. Oh, yes.

Q. Where was your mother living at that time? A. She was living at 1931 North Park Avenue.

Q. Philadelphia? A. Yes, sir, Philadelphia.

Q. Where were you living? A. I was living temporarily on 15th Street—I forget the number—I only stayed there about a week, but not far from where she lived.

Q. Were you and your mother upon friendly and intimate terms? A. Perfectly so.

Q. Did you or did you not visit her at her home a great deal? A. I visited her.

Q. And you discussed the subject of creating a corporation? A. We did.

Q. What was to be the purpose of creating that corporation? A. The purpose was to place the title in the corporation so as to avoid this question of in-

dividual trustees and complications which it seemed might result from that system of keeping the property in the name of individual trustees, and then to have just the number of directors required by law, three, and to keep it as a close corporation, and all the stock to be held by us jointly.

Q. Did you and your mother talk over the subject of a corporation very much? A. Yes, for weeks.

Q. Did she express any desire or willingness to join in the formation of a corporation? A. Yes.

Q. Did she express any desire to join in having the titles to the Cooper Homestead Farm and the Collingswood property put in the Equitable Estates Corporation? A. She was perfectly satisfied to do it.

Q. And on the day that these deeds were to be executed by Helen C. Douglas to the Equitable Estates Corporation you and she had had a talk and an understanding that you were to meet her at her home? A. Yes.

Q. For what purpose? A. For the purpose of going to a notary and having these deeds executed.

Q. Which notary did she suggest? A. She didn't suggest any at the time, but the morning when these deeds were executed I went to her house on Park Avenue, and we went downtown to the Head Building, I think it is, on Filbert Street, between 11th and 12th, or between 12th and 13th, she wanted to go in there to see a Mr. Reese Evans, an attorney who had been representing her in matters, and she wanted him to look over these deeds and see that everything was satisfactory; so we went into Mr. Evans' office and we discussed the question of the corporation and the execution of these deeds and what we proposed to accomplish by it.

THE COURT: With this attorney?

THE WITNESS: Yes, with Mr. Reese Evans. I had never met him before, she introduced me to him, and he seemed perfectly satisfied with it. He said it was a one man corporation and it was perfectly practicable and would accomplish the purpose we desired to accomplish.

Q. After your conversation with Mr. Evans then where did you and your mother go? A. We went down to the Drexel Building.

Q. Whom did you see there? A. This Miss Vetter. She wanted to go to this Miss Vetter who had taken her acknowledgment before. I had never met Miss Vetter until that occasion.

Q. Did your mother suggest going to Miss Vetter? A. Yes.

Q. And upon going to Miss Vetter's office, what happened? A. Well, we went into this real estate firm's office, Miss Vetter, I believe, is the manager, and Miss Vetter came out and my mother told her she had some deeds she wished to acknowledge, and the deeds were presented and the acknowledgment taken; then the deeds were handed to me, and I have already stated what transpired after that.

Q. Do you know where Reese Evans is now? A. Reese Evans is dead.

Q. And he had his office where? A. He had his office in the Head Building, and after that he moved to the Colonial Building, 13th and Market, I think, Colonial Trust Building.

Q. Doctor, yesterday your mother said when you were not in an intoxicated condition that you were kind to here but that when you were in an intoxicated condition you exerted physical violence against her, and she said on one occasion, on the date when this agreement, D-4, dated November 20, 1922, was signed, on that day in her home you inflicted punishment upon her by striking her with an umbrella, is that true? A. It is absolutely untrue.

Q. Where was the agreement signed? A. That agreement signed—what is that, the cemetery?

THE COURT: Is that the November, 1922, agreement?

MR. ROSE: Yes, sir.

THE WITNESS: That agreement was signed in the office of Miss Hamer, I think it is the Liberty Building, South Broad Street, South Penn Square, the Liberty Building.

Q. Were you intoxicated at the time this deed was signed? A. No, I was not.

Q. Did you manifest any physical violence toward your mother at that time? A. No.

Q. Did you threaten or put her in fear at that time? A. No, I did not.

Q. Or before that time? A. No, sir.

Q. I show you Exhibit D-5 for Identification, which is a declaration of trust which was executed and acknowledged before Julius H. Kruse, Commissioner of Deeds, Hudson County. Do you remember the circumstances under which that declaration of trust was executed? A. Yes, I was living in New York at the time, and my mother was living in Philadelphia, and we had a great deal of correspondence and interviews regarding what might happen in the event of her death and the titles to the properties being the way they were at that time, and she seemed desirous of making a change, getting things into proper shape, but there always seemed to be inhibitive influences and we never got the thing straightened out, and I said it seemed to me there should be a statement of facts so that in the event of anything happening before the titles were in proper shape I would, at least, have something to show equi-

table interest in the property, and that declaration of trust was made confirming our verbal understanding which had existed for years, as to the joint interest of the property and the way the remainder should rest, the uses of the money during her life, and so forth, was embodied in that declaration. That was an attempt to reduce to writing our verbal understanding.

Q. You saw Mr. Julius Kruse here yesterday? A. Yes, sir.

Q. And he is the commissioner before whom you and your mother appeared at the time this was executed and acknowledged? A. Yes, sir.

Q. And was there any other person in the party? A. Yes.

THE COURT: What is the date of that?

MR. ROSE: Dated November 2, 1917, and acknowledged 3rd day of November, 1917.

THE COURT: Are you right about that, my notes show—that is D-4, is it?

MR. ROSE: Yes, sir.

THE COURT: My notes show November 3, 1917, and its date of record September, 1921.

MR. ROSE: It was recorded September 2, 1921. Is that what your Honor referred to? It was recorded that date but it was acknowledged the 3rd day of November.

THE COURT: Isn't it dated November 3rd, too?

MR. ROSE: No, sir, it is dated November 2, 1917.

MR. TYLER: They used the acknowledgment as the date in the previous testimony, that should be corrected.

Q. You heard Mr. Kruse say yesterday there were three in the party at the time you came in his office? A. Yes.

Q. He said there was a woman in the party who had dark skin, that lady is your wife, Dr. Spear? A. She is, yes.

Q. And her skin is quite dark, isn't it? A. Yes, sir, quite dark.

Q. Now, when your mother appeared before the Commissioner, Mr. Kruse, to acknowledge this, did you hear her acknowledge that she signed, sealed and delivered the same as her voluntary act and deed? A. I did.

Q. I show you the signature upon the declaration of trust and ask you whether or not that is her signature? A. That is her signature.

Q. Did you see the Commissioner write the acknowledgment upon the declaration? A. Yes, I saw him write it.

Q. Did you see the Commissioner read that declaration of trust before it was acknowledged? A. Yes, but he wrote the acknowledgment.

Q. Did you hear him make any explanation of the contents of that declaration of trust to your mother? A. Yes, he made a rather lengthy explanation; it seemed to me unnecessary. He must have gone over every point that was in it.

Q. I show you an affidavit, Exhibit D-29 for Identification, made October 28, 1924, signed "Helen C. Aleck" and sworn to before Irene C. Clow; I wish you would tell the Court under what circumstances this affidavit came to be prepared. A. My mother had written me several letters to Moorestown, my post-office address, asking me to come over and talk

about a settlement, and finally I did come over—I delayed several days before I went to the house there—and we got in the car and we went down to the Browning Road and along the Browning Road, and we were going to the Marlton Pike to see a man by the name of Wilkins who had been one of her advisors, to talk over some terms of settlement, but I didn't like the idea of going to Wilkins because I thought that would be going over Mr. Rose's head, so we went up the Marlton Pike to go by way of the cemetery back to Collingswood, and talking about matters as we went along, and she expressed the desire then to end the thing once and for all by having the case dismissed and then we would get together and make an amicable settlement, which we hadn't been able to do up to that time. Then she told me about the way she felt about it, she would never have started the litigation if she hadn't been practically compelled to do so by the pressure brought to bear upon her to file that bill in Chancery—the first bill making the accusations originally made against me. "Well", I said, "why don't you make a statement to that effect if that was the case and that it was undue influence which caused you to file that bill, and you are satisfied it was without sufficient justification, and also state that you wish it dismissed; if you do then possibly there can be something done toward a dismissal"—she claimed her efforts to bring about a settlement had amounted to nothing, because her attorney would always advise her against it. So that was the day before we went down to Miss Clow. I took her home and then I went back to Hainesport and wrote out an affidavit along the lines we had discussed, but there were some things in it to which she objected, so when we went down to Camden the following day this affidavit I had written was changed to suit her views, pencil marks made on it, some interlineations, and some things struck

out, which she claimed were not the way she wanted it, and then we went into the New Jersey Corporation Guaranty & Trust Company's office, and I asked Mr. MacPeak if he would let me use his typewriter to write the affidavit, and he suggested that he write it himself—well, I was glad to have him do it, and he wrote this corrected affidavit and this Miss Clow was called to take the affidavit and my mother read the thing over carefully, held it very close to her eyes, read it word for word, and said it was perfectly satisfactory and signed the affidavit, and Miss Clow took her affidavit.

Q. At or before the execution of that affidavit had you in any wise attempted to influence your mother improperly? A. None whatever. I had kept away from her. I received a number of letters from her to go there, but I wouldn't go, I thought it was useless, but I finally did go.

Q. Since the execution of that affidavit have you received letters from your mother? A. Various letters, yes.

THE COURT: We will adjourn now, it is five minutes after one. Will counsel come back in half an hour, that will be twenty-five minutes of two.

At this point a recess was taken until 1.35 P. M.

Trial of the cause resumed at 1.35 P. M., pursuant to adjournment.

CHARLES C. SPEAR, Resumed.

By MR. ROSE:

Q. Doctor, do you remember the circumstances when the final decree in the foreclosure suit in this court in the case of the Bergdoll Brewing Company was adjusted or settled by Thomas E. French? A. Yes.

Q. Do you remember about when that was? A. That was in 1907.

Q. I show you a statement, it is marked Exhibit D-2, "Dr. Charles C. Spear to French & Richards" and a cancelled check to French & Richards, $727.74, and ask you to say what they are? A. This is a bill rendered me by French & Richards in the matter of the Sheriff's sale under an execution of the sale, Bergdoll Brewing Company—I think it was originally against Michael Cotter, wasn't it, and assigned to John A. Scanlan—and the cancelled check was the check I gave Mr. French in payment of the bill.

Q. I show you a statement signed "John A. Scanlan, February 23, 1907" and ask you whether or not you are familiar with the handwriting of Mr. Scanlan? A. Yes, I am perfectly familiar with it.

Q. Is that his handwriting? A. Yes, sir.

Q. And is that the statement of the amount that was due at that time? A. Yes, that is the amount I paid Mr. Scanlan.

THE COURT: How much?

THE WITNESS: $8,105.

Q. And is that the sum which you paid to Mr. Thomas E. French? A. Yes.

Q. I show you Exhibit D-1—

THE COURT: $8,000 was that?

THE WITNESS: $8,105.00.

Q. I show you Exhibit D-1, dated February 25, 1907, signed by Thomas E. French, and ask you whether or not that is the certificate which Mr. French delivered to you at that time? A. Yes, that is.

THE COURT: What does that certify?

MR. ROSE: "Camden, N. J., February 25, 1907. The assignment of mortgage and decree made by John A. Scanlan to me dated February 23, 1907, transferring mortgage made by Josephine C. Browning to George G. Green recorded in the office of the Register of Deeds of Camden County, New Jersey, in Book 33 of Mortgages, Page 611 &c., was made to me only for convenience, the money being paid by Dr. Charles C. Spear of New York City, and said mortgage and decree being held for him. Thomas E. French." Seal. "Witness: Cyrus D. Marter."

Q. And these are the papers in connection with the matter?

MR. ROSE: I want to offer in evidence at this time an assignment of mortgage made by the Louis Bergdoll Brewing Company to John A. Scanlan, dated October 15, 1902, and recorded in the office of the Register of Deeds of Camden County in Book 28 of Assignment of Mortgages, Page 632, and also an assignment of mortgage and decree from John A. Scanlan to Thomas E. French, Attorney at Law, dated February 23, 1907, recorded in the office of the Register of Deeds of Camden County in Book 34 of Assignment of Mortgages, Page 600, etc.

THE COURT: Have you had them marked?

MR. ROSE: Not yet, no, sir.

(Said papers marked Exhibits D-58 & D-59.)

MR. ROSE: I also offer in evidence a statement in the handwriting of John A. Scanlan, signed "John A. Scanlan," dated February 23, 1907, showing a balance of $8,105, and is entitled "Statement of principal and interest due John A. Scanlan by Locustwood Cemetery Company on his mortgage," and so forth, about to be assigned to Thomas E. French, Esq.

(Said paper marked Exhibit D-60.)

Q. Doctor, I show you Exhibit C-17, being a deed from the Homestead Improvement Company to Charles C. Spear, dated June 23, 1903, being for lot No. 6, and recorded in the office of the Register of Deeds, Book 274 of Deeds, Page 659, and ask you if that is the deed of conveyance to you for that property? A. Yes, that is.

THE COURT: Is that the Collingswood lot?

THE WITNESS: The lot on which the house stands, yes.

Q. I show you a mortgage made by Charles C. Spear to the Homestead Improvement Company, dated June 23, 1903, for $500., recorded in the office of the Register of Deeds of Camden County in Book 91 of Mortgages, Page 551, and ask you whether or not that is the mortgage which was given to secure the balance of the purchase price? A. Yes.

MR. TYLER: It has been admitted, and so states, Mr. Rose.

Q. What was the consideration in the deed? A. I don't recall the exact consideration now. There was a cash payment, the second mortgage, an installment mortgage of $500., and the first mortgage of $2,000.

Q. Who conducted the settlement for the sale of that property? A. My mother with John M. Kelly.

Q. John M. Kelly? A. Yes, sir.

Q. I show you a check dated April 15, 1905, on the Corn Exchange Bank of New York to the order of the Homestead Improvement Company, for $30.25, signed, Charles C. Spear, and ask you whether or not that check represents payment by you on account of the purchase price of this property? A. It does, yes. I never had any other transactions with them.

Q. I show you a check, "New York, July 3, 1905" drawn on the Corn Exchange Bank to the order of the Homestead Improvement Company for $29.88, signed Charles C. Spear, and ask you whether or not that was a payment on account of the purchase price? A. It was, yes.

Q. I show you a check "New York, July 8, 1905," Corn Exchange Bank, payable to the order of the Homestead Improvement Company for $282.00, signed Charles C. Spear, and ask if that is a payment on account of the purchase price of that property? A. It is.

Q. I show you a check "New York, July 8, 1905, John M. Kelly" for $10.00, signed Charles C. Spear, and I ask you if that is a payment on account of the purchase price? A. Yes.

MR. ROSE. (To the stenographer.) Will you mark these. I offer these and ask that they be marked, please.

(Said checks marked Exhibits D-61, 62, 63 and 64.)

Q. I ask you whether or not you have paid that mortgage in full, Exhibit C-22 here, the mortgage for $500.00? A. Yes, I paid that in full.

Q. Who paid for the fire insurance policies on the property? A. I paid some and some were paid by my mother with funds supplied by me for that purpose.

Q. Who paid the interest on the $2,000 mortgage that was on the property? A. I paid that most of the time; sometimes she paid it with money I sent.

Q. I show you a check to D. A. Henderson Company, March 6, 1908, on the Camden National Bank, signed, Charles C. Spear, and a bill accompanying said check, D. A. Henderson Company for $122.50, and ask you whether or not that is a receipt for the fire insurance which you paid? A. Yes, that is the receipt.

Q. And is that the check which paid that bill? A. That is the check, yes.

MR. ROSE: I offer that.

(Said check marked Exhibit D-65.)

Q. I show you a bill of Pease & Elliman, March 7, 1908, Charles C. Spear, for $183.74, and also a cancelled check dated March 24, 1908, drawn to the order of Pease & Elliman Agency, paying $183.74, signed Charles C. Spear, and I ask you what that is? A. That is a bill for insurance on the property in Delaware Township, and it is what we refer to as the farm, and that is the check with which the bill was paid.

MR. ROSE: I offer that.

(Said check and bill marked Exhibit D-66.)

Q. I show you a bill Lionel C. Simpson Plumbing & Heating Company to Dr. Spear, amounting to $17.75, together with a check for the same amount to the same firm, dated August 24, 1908, and ask you what that is for? A. That is a bill for repairs to the hot water system and plumbing over in the large house on the farm.

MR. ROSE: I offer that in evidence.

(Said paper marked Exhibit D-67.)

Q. I show you check, October 25, 1906, to Joseph Peacock, Collector, $259.71, signed Charles C. Spear, and ask what that is for? A. In payment of taxes due on the farm property.

Q. Have the taxes on the farm property been paid by Mrs. Aleck in the last five years? A. Yes.

Q. By Mrs. Aleck? A. Not during the whole five years, but I think she has made some payment during that time.

MR. ROSE: I offer that.

(Said check marked Exhibit D-68.)

Q. I show you check dated December 21, 1907, to Joseph Peacock, $11.15, signed Charles C. Spear, and ask you what that is for? A. That is also for taxes on the farm property.

MR. ROSE: I offer that.

(Said check marked Exhibit D-69.)

Q. I show you check dated December 21, 1907, to Robert S. Duff, $42.37, and ask what that is for? A. Taxes on the Collingswood house and lot.

MR. ROSE: I offer that.

(Said check marked Exhibit D-70.)

Q. Doctor, I show you an envelope, Adams Express Company, dated March 31, 1903, from Charles C. Spear, Fifth Avenue Hotel, to Helen C. Douglas, Collingswood, Camden County, New Jersey, endorsed on the outside "$990.00", and ask you whether or not you sent $990. to Helen C. Douglas at that time? A. I did.

MR. ROSE: I offer that.

(Said envelope marked Exhibit D-71.)

Q. I show you a check, New York, May 15, 1905, Corn Exchange Bank, "Pay to the order of Helen C. Douglas, the sum of $1,200", marked Exhibit D-13, and ask you whether or not that money was paid to your mother? A. It was paid to her.

THE COURT: She doesn't deny those moneys were paid to her, she says it was money she had expended, used to pay bills of his. She hasn't questioned the fact that they were made to her order and endorsed by her and have been received by her. I think she admitted they all had, and my recollection is her explanation was they were all for moneys she used for his benefit, and not payments to her. So I think it may be a saving of time, probably, by his not going over each of these checks—because she has admitted receiving the money.

MR. ROSE: I was going to ask a general question after the checks were all in, but I can ask that now and let those rest.

THE COURT: Do as you like.

Q. Doctor, those checks which you sent to your mother and which have been offered in evidence, were sent by you to her for what purpose? A. They were sent by me to her for the purpose of paying the expenses of holding these properties, and meeting any bills in connection with keeping the estate intact.

THE COURT: And were not to pay money you owed?

THE WITNESS: I owed nothing, that I can recall, at that time, your Honor. I was out of the country most of the time, I had no occasion to contract any bills here.

Q. Doctor, about when was it you went to Nicaragua? A. The first time?

Q. Not the first time in your early life, but the last time you went? A. 1910, the fall of 1910.

Q. How long were you in Nicaragua or Central America at that time? A. I was in Central America—not all the time in Nicaragua—until about—I think it was in April, 1915. I went to Cuba and stayed a few weeks and came to New York and arrived in New York, I think, on the 2nd or 3rd of May, 1915.

Q. From 1910 to 1915 you were in Central America, were you? A. Yes.

Q. And that is where you married? A. Yes, sir.

Q. You married a native Indian girl? A. Yes, a full-blooded Indian.

Q. During the time you were there did you acquire any property? A. Yes, I have considerable property in Nicaragua.

Q. Did you obtain title to a large tract of land—I have forgotten the name of the river—A. What is commonly called the Wanks River.

Q. And bounded by which mountains? A. On one side a range of mountains called the Las Ventias, and then on the other side by mountains generally referred to as the El Bramadero, the land extending along the Wanks River between those two small ranges of mountains.

Q. And it comprises about how many acres?

MR. TYLER: I object to this in the interest of time; I don't see how it can be material here.

THE COURT: I think the suggestion has been made he didn't have any money.

THE WITNESS: It is an old Spanish grant containing approximately eighty square miles.

Q. Has valuable timber upon it? A. Yes, mahogany, principally.

Q. Is that land of much value? A. Splendid agricultural land, yes, sir.

Q. Before your mother executed the three deeds referred to to the Equitable Estates Corporation did you and she have a talk about the conveyance by you of that land to the Equitable Estates Corporation, as payment or part payment of stock? A. Yes.

Q. Was it agreed upon between you and her that you should make that conveyance? A. Yes.

Q. Was that recorded in the minutes? A. I believe it is, yes.

Q. I show you page 27 of what appears to be the minute book of the Equitable Estates Corporation, and I ask you to say whether or not that is the resolution, minute and resolution, authorizing the purchase of that land from you? A. Yes, that is the resolution.

Q. Will you read it? A. "The Secretary then offered and read a proposition from Charles C. Spear, of Umrata, Republic of Honduras, to this corporation. Upon motion duly made, seconded and carried, the proposition was ordered filed and the Secretary was ordered to spread the same at length upon the minutes. 'I hereby offer, transfer and convey unto Equitable Estates Corporation, of New York, all my right, title and interest in and to lands in the Department of Nueva Segovia, Republic of Nicaragua, situate in jurisdiction of Quilali in the district known as the 'sitio de Ciudad Vieja', which is bounded on the East by mountains called 'Las Ventias'; on the West by 'El Bramadero' as far as El Cacal; on the north by the Jicaro River; and on the south by 'La Sompopera' the area of which has never been determined by accurate survey, the original grant made by the King of Spain describing said sitio as bounded by the river and mountains aforesaid, and which is estimated to contain about eighty square miles of land; being the same premises which Ismael Castellon, in conformity with the laws of Nicaragua, granted and conveyed to me in fee and my titles to which land are duly recorded in the Registro de Propiedad of the Department of Nueva Segovia, at Somoto Grande, and also in the Registro de Propiedad at Managua, capital of the Republic of Nicaragua. I further agree upon demand of said corporation to execute and deliver and cause to be properly recorded and registered in the proper district of Nicaragua, legal conveyances of the said rights, title and interest in and to the said lands, without expense or cost to the said corporation. I further warrant and agree that I have full power to grant and convey the said title in fee, free and clear of all encumbrances."

MR. ROSE: I offer that in evidence.

(Said minute marked Exhibit D-72.)

THE COURT: Was it ever conveyed?

THE WITNESS: That hasn't been completed, because it would be necessary to go down to the capital of the Department of Neuva Segovia and attend to that, but a preliminary conveyance was sent down to Abran Dutierrez in order to have the matter entered at Somoto Grande. It has been done as far as can be done without the parties actually appearing before the notary.

Q. Doctor, I show you an envelope postmarked "Philadelphia, December 29, 1922" addressed "General Post Office, Lock Box 202, New York City" and the letter dated "Philadelphia, Pa. December 29, 1922" addressed to "Charles C. Spear, Esq." signed "Helen C. Douglas," and I ask you whether or not that is your mother's signature? A. That is her signature.

Q. And I ask you whether or not you received that letter in the ordinary course of mail? A. Yes, sir.

Q. And I ask you whether or not this typewritten paper was enclosed with the letter? A. Yes, this is the same paper enclosed.

MR. ROSE: I offer this in evidence.

(Said envelope and letter heretofore marked Exhibit D-56 for Identification now marked Exhibit D-56.)

THE COURT: What is the paper?

MR. ROSE: "The enclosed agreement is short and I have not shown it to anyone, but I believe if carried out in the right spirit, it will enable me to save the

greater part of the estate which is at present in jeopardy. It is neither practical nor desirable to use a Trust Company at present. I have excellent plans which I could carry out successfully through a Trustee who would do as I wished, and thereby save endless expense and worry and time. Upon searching the records in the Court House I find that the liens of Joyce and Dawson have not been satisfied and I would thank you to send me an itemized account of the settlement with Nixon. I must have this account to know just how the property stands to-day. Yours very truly, Helen C. Douglas." And it has a paper enclosed which has not been signed by either party.

MR. TYLER: What is the date?

MR. ROSE: January.....1923. I don't suppose it is evidential because it hasn't been signed by the parties.

THE COURT: It is in the letter; you can read it as part of the contents of the letter.

MR. ROSE: "This Agreement, made this..... day of January, A. D. 1923, between Helen C. Douglas, of Collingswood, N. J., party of the first part, and Charles C. Spear, of New York, N. Y., party of the second part, Witnesseth: That the said parties of the first and second parts have hereby mutually agreed that all the real estate now standing in the name of Equitable Estates Corporation, of New York, and which is mentioned in a certain bill of complaint filed by the said party of the first in Chancery of New Jersey, being the properties known as Cooper Homestead Farm, Delaware Township, New Jersey, 23 East Stiles Avenue, Collingswood, N. J., and the lot adjoining said house, shall be conveyed to a Trustee to be designated by the party of the first part. And the

said parties hereto furthermore mutually covenant and agree to take such steps as may be necessary or advisable to quiet the titles to said real estate, for the purpose of carrying out the terms of this agreement. Time is the essence of this agreement, and it should become operative not later than January 10th, 1923. In Witness Hereof, we have hereunto set our hands and seals the day and year first above written. Witness"—no signatures.

THE COURT: Who prepared it, Doctor?

THE WITNESS: It was enclosed in the letter to me; I presume my mother prepared it or had it prepared.

Q. Doctor, I show you a photographic copy of certificate of stock of the Equitable Estates Corporation, marked as an Exhibit—I don't see where—Exhibit C-16. What is that? A. That is the certificate of all the capital stock of the Equitable Estates Corporation; it was duly executed, signed by the President and Secretary, and that is the seal of the corporation. Stock was issued to Charles C. Spear and Helen C. Douglas, jointly with full right of survivorship.

Q. Is that your mother's signature to that certificate? A. Yes, that is.

Q. What was the condition of that certificate at the time it was signed by her? A. At the time it was signed by her?

Q. Yes. A. The certificate had been filled out and signed by Mercedes Spear and the seal had been affixed; it lacked only her signature. I brought it over from New York.

Q. At the time this certificate was signed by your mother did she make any objection to it? A. None whatever, she was perfectly satisfied.

THE COURT: The names of the parties and the survivorship clause were there at the time she signed it?

THE WITNESS: Yes, they were there.

Q. Was or was not that certificate of stock issued in accordance with a prior oral arrangement which you had with your mother? A. That was the agreement we had arrived at in the presence of Mr. Bird, and so far as I knew it was perfectly satisfactory to her.

Q. Is there a provision in the by-laws in reference to the voting of that certificate of stock? A. Yes, there is. Not that particular certificate, but there is a general provision where stock is issued to one or more persons jointly. Shall I read it?

Q. Yes. A. "In event of one or more of the joint owners of a certificate of stock failing to attend any stockholders meeting, proper notice of which has been served upon him or them, the owner or owners attending such meeting shall not because of such neglect of the other joint owner or owners be deprived of the right to vote said stock, but shall be allowed to vote on all of said stock jointly issued the same as if all the joint owners of said certificate of stock were present in person or by proxy and concurred in said vote, and the vote so cast by the joint owner, or owners, present shall be accepted as the entire vote of all of said shares of stock so jointly issued."

Q. Doctor, I show you Exhibit D-26 and ask you if that is your mother's handwriting? A. Yes, that is her handwriting.

Q. I ask you whether or not it is a statement of the moneys which were sent by you to her at that time? A. That is a statement of moneys sent by me to her, but it isn't a complete statement; I am positive I sent

more than that, but those amounts correspond to amounts I sent about that time.

Q. What were those moneys sent for? A. For the same purpose that practically all the money I sent to her was sent for; that is, for the purpose of keeping the estate generally in proper shape, paying such expenses as were necessary, insurance, taxes, interest on mortgage, and so forth.

Q. I show you Exhibit D-27 and ask you if that is a simliar statement? A. Yes, that is a similar statement.

Q. What was that money sent for? A. For the same purposes.

Q. I show you Exhibit D-24, that is the receipt, and ask you what that money was sent for? A. That was sent for the same purpose; the specific purpose for which that amount was sent, I don't know, at the time, but it all went for the same purpose.

Q. Is that statement in your mother's handwriting? A. Yes, sir.

Q. And the statement of moneys you sent her? A. Yes, sir.

Q. For what purpose? A. For the purpose of paying the expenses of the estate.

Q. I show you another, what is that? A. It is apparently a copy of a draft I sent her.

Q. You have written numerous letters to your mother? A. Yes, sir.

Q. And received many replies from her, haven't you? A. Yes.

Q. I show you Exhibit D-57 for Identification, and ask you whether or not this letter is in your mother's handwriting? A. It is.

Q. And whether that came to you in the ordinary course of mail? A. Yes.

MR. ROSE: I offer that in evidence.

(Said letter heretofore marked Exhibit D-57 for Identification now marked Exhibit D-57.)

MR. TYLER: All these letters that relate to this property I am willing to admit.

MR. ROSE: I think she has identified all that have been marked.

MR. TYLER: Yes, I admitted them this morning to save time.

MR. ROSE: I won't waste any more time.

THE COURT: Yes, because she identified them all.

Q. Doctor, you acquired title to the Cooper Homestead Farm by what deed? A. By a deed from the Sheriff of Camden County. You mean the last time?

Q. By deed from Frank C. Somers, Sheriff, dated October 8, 1907, and recorded in the Camden County Register of Deeds Office in Book 322 of deeds, Page 11. And that was for all the Cooper Homestead Farm? A. Yes, the whole of the Cooper Homestead Farm, yes.

Q. And soon thereafter did you execute and deliver a deed of conveyance, dated December 31, 1907, to the Fernwood Cemetery Association? A. I did.

Q. For 13 30-100 acres? A. I did.

Q. Which deed is recorded in the Camden County Register of Deeds Office in Book 323 of Deeds, Page 608, etc? A. Yes.

Q. You say you did? A. Yes, I did, yes.

Q. On the same date did you execute an agreement in writing with the Fernwood Cemetery Association concerning the 13 30-100 acres recited in the deed Spear to Fernwood—did you execute such an agreement? A. I did.

Q. Was that agreement recorded in the Register of Deeds office? A. Yes, it was recorded.

Q. Recorded in Book 323 of Deeds, Page 610, etc., is that so? A. Yes, that is so.

Q. At the time of the conveyance by Frank C. Somers, Sheriff, on October 8, 1907, to you, for the farm know as the Cooper Homestead Farm, was there any reservation of trust in said deed? A. No.

Q. Was there any understanding or agreement? A. No.

Q. Any writing between you and your mother that a trust in said Cooper Homestead Farm was to be reserved for her? A. No.

Q. Whose money paid for the deed from Frank C. Somers, Sheriff, to you, dated October 8, 1907? A. My own money.

THE COURT: How much of your money?

THE WITNESS: $8100. was the amount paid to Scanlan, and in addition to that there were the expenses of the litigation, it had been in court for about two or three years; it was first foreclosed under the second mortgage and then finally sold under the decree.

THE COURT: You paid $8100. to get the Sheriff's deed?

THE WITNESS: Yes.

CROSS-EXAMINATION.

By MR. TYLER:

Q. Dr. Spear, why did you have the certificate of the Equitable Estates Corporation issued to you in the first instance? A. Because I assigned my rights

to this property in Nicaragua to the corporation in order that the stock might be issued for that and that it would become fully paid.

Q. The certificate for ten shares was issued in exchange for assigning your rights to the Nicaragua property? A. Yes.

Q. And then you turned that certificate in? A. Yes.

Q. And certificate No. 2 was issued in place of it? A. Yes.

Q. So no certificate has been issued in exchange for the deeds Mrs. Douglas turned in, has there? A. That certificate of stock was issued in exchange for it.

Q. You told me this was issued in exchange for certificate No. 1, is that true? A. Yes.

Q. And certificate No. 1 was issued in exchange for the rights to the Nicaragua property? A. That was a matter of form to get the corporation started; the corporation was formed for the purpose of turning these three properties into it, and in order to make it a going concern the conveyance of this Nicaragua property was made.

Q. In exchange for certificate No. 1, is that right? A. Yes.

Q. And certificate No. 1 was turned in in exchange for No. 2, is that right? A. Technically, yes.

Q. And there has only ten shares been issued, in the first place covered by No. 1 certificate, and the second place covered by No. 2? A. Yes.

Q. And the first certificate, you say, was issued for the Nicaragua properties? A. Nominally issued for the Nicaragua properties; it was issued for the purpose of making it a going concern in order that the properties in New Jersey might be turned over to this corporation.

Q. There has never been any certificates issued for the New Jersey properties, has there? A. Only the two certificates issued.

Q. And none for the New Jersey property? A. That No. 2 was issued for the New Jersey properties.

Q. I thought you said that No. 2 was issued in exchange for No. 1? A. Nominally, but in reality it was issued for the New Jersey properties. The conveyance of the Nicaragua property was to make the stock fully paid and non-assessible.

Q. I thought you said you never conveyed the title to the corporation? A. I made a transfer which I believe is perfectly valid; the final consummation of the conveyance has not been perfected, that is true.

Q. So far as the Equitable Estates Corporation is concerned they have never gotten any valid conveyance for the Nicaragua property? A. But they can have it.

Q. Isn't that true? A. That is a question; I believe they have.

Q. You said you would do it when demanded by this corporation? A. Yes, sir.

Q. And there is no minute of the corporation demanding it, is there? A. No.

Q. And that could only be demanded by the action of the board of directors? A. Yes, sir.

Q. When this certificate of stock was signed by Mrs. Douglas what did you do with the certificate? A. I took the certificate back to New York.

Q. If the certificate was already filled in and signed by the secretary and the seal attached, why did you take it back to New York? A. Well, Mr. Bird had the stock book there and I wanted to see if everything was all right; and furthermore I didn't want to deliver it myself because there might be some question about the delivery.

Q. Didn't you know Mr. Bird sent this back with a letter to Mrs. Douglas stating he had filled it in? A. Yes, Mr. Bird filled that in.

Q. Mr. Bird did? A. Yes, sir, but that was filled in before she signed it.

Q. Don't you know he sent the letter with it saying he had filled it in and enclosed it to her, and that he had affixed the seal to it? A. Mr. Bird affixed the seal, yes, but before she signed it.

Q. I am asking you if you are not acquainted with the fact that he wrote a letter to Mrs. Douglas enclosing it and saying he had affixed the seal after you brought it back to him? A. I know he wrote a letter, I don't know what he said.

Q. That might be true that he filled it in and affixed the corporate seal after you brought it back to him as he stated in his letter? A. No, I don't think that could be true; when I brought the certificate to her the only thing that was lacking as I recall—

Q. If he said it was true and wrote a letter to that effect you wouldn't have any reason to believe at this time that it isn't true? A. He might have used the first person pronoun where I had actually brought the stock over and got it signed—he might have said he had done it.

Q. You are quite sure you did take it back to Mr. Bird? A. Absolutely, because he sent it to her.

Q. Do you recall signing a declaration or power of attorney in which you stated that Mrs. Douglas had paid all the considerations for these properties? A. No.

Q. How did you come to get a deed in 1898 from Michael Cotter? A. Michael Cotter held the property as sort—he held it in fee, it was really a trusteeship for my mother and myself.

Q. What did you have to do with it in 1899? A. In 1899 I took title to the property.

Q. How did you come to do it, and why? A. I don't recall the exact reason why it was done.

Q. You got Michael Cotter to make a deed to you, didn't you? A. No.

Q. He did make a deed to you? A. Yes, sir.

Q. You didn't pay anything for it, did you? A. I don't recall.

Q. Don't you know you were just getting through school and you were only twenty-four years old? A. Yes, sir.

Q. And you didn't have any money? A. I did have some money; I didn't have a very large amount.

Q. And you didn't pay Michael Cotter anything for that deed, did you? A. I don't recall what the consideration was.

Q. How did you come to get the title from your mother; in 1899 she was still married to Mr. Douglas, before Aleck had ever been heard from. How did you come to go to her trustee and get him to convey that property to you? A. I didn't go to the trustee.

Q. How did you get it conveyed to you? A. She had it conveyed to me; I don't know exactly why it was done.

Q. You can't make any explanation as to how you got title to her property back in 1899, can you? A. Well, at that time there was, as has been for years since then, an understanding between us that these properties belonged to us jointly, she is to have the full benefit during her life and the remainder would be secured to me. Just the particular reason why these different conveyances should have been made I can't explain. There probably wasn't any sufficient reason, it was simply done.

Q. Now, when Mrs. Douglas, your mother, found out you had gotten title from Michael Cotter she required you to execute a power of attorney to her? A. I don't think there was any necessity of requiring me.

Q. You did then? A. Yes, I executed it.

Q. Executed it because it was your mother's property? A. No.

Q. What for? A. In order to give her an opportunity to enable her to attend to any buisness in connection with the property during my absence, not only that property but any other property which I might own.

Q. Where were you in 1899? A. In 1899 I was in Honduras, I believe, part ofthe time.

Q. This property known as the Cooper Homestead property was the property she inherited from her grandfather in part and the rest she got by partition proceedings, wasn't it? A. That is ancient history I don't know much about.

Q. But you know you didn't buy it? A. I didn't buy it from her father, no.

Q. And she owned it since about 1878 or 1879? A. That is a question I don't know.

Q. You have no reason to believe she did not, have you; long before you were interested in it she owned the property absolutely? A. No, I don't know that she did; she had a nominal equity in it.

Q. What do you mean by that, subject to the mortgage of $9,000? A. The mortgage for $9,000; it would be more with the interest.

Q. She owned it subject to the mortgage? A. Naturally.

Q. And you had no interest in it prior to the time you took this deed from Michael Cotter? A. I had no interest of record.

Q. You had no interest in it prior to that time, had you? A. What time?

Q. The time you got the deed from Michael Cotter? A. Yes, I had.

Q. What interest did you have? A. Well, what money I had contributed.

Q. Wait a minute. You just said—

MR. ROSE: Let him answer the question.

Q. I will. You said you had just gotten through with college and hadn't any money? A. I made money before I went to college.

Q. You had no money at that time of any account? A. I didn't have $50,000.

Q. You didn't have any money of any account? A. I did.

Q. What money did you invest in this property prior to 1899? A. I can't recall, because I never kept any account with my mother, never thought that was necessary.

Q. This agreement that you brought out to your mother to sign in November, 1922, and which she went over with you to an office at Broad and Chestnut—A. Yes.

Q. That is an agreement that you prepared and took out there to get her to sign? A. No.

Q. Didn't you have that prepared? A. No, we went there to discuss it.

Q. I mean on the day that that was signed, didn't you prepare that and take it out there to get it signed?

THE COURT: Which agreement is this?

MR. TYLER: November, 1922, the one executed before Miss Hamer, Philadelphia.

Q. Didn't you prepare that and take it out there on that day to get it signed? A. No, sir.

Q. When was it prepared? A. The memorandum was made right there when we discussed the matter, and then we went in and had the agreement prepared by Miss Hamer.

Q. Don't you know that agreement was not prepared by Miss Hamer at all, but it was simply taken over there and signed before her, isn't that true? A. No.

Q. That isn't true? A. The agreement wasn't prepared by her, but Miss Hamer made the copy of it —not Miss Hamer, but one of the girls in the office there.

THE COURT: Is that the one acknowledged in Hoboken?

MR. TYLER: No, not that one.

THE COURT: Did you call the date of it properly, did you designate it properly by date when you asked the question?

MR. TYLER: Yes, November, 1922.

Q. Now, you afterwards went to Mr. Harker's office? A. Yes.

Q. And got up another agreement, didn't you? A. Mr. Harker?

Q. That was in February, 1923? A. I don't recall the date.

Q. That is the agreement you afterwards got up with your handwriting on the bottom.

MR. ROSE: Objected to, it isn't signed.

THE COURT: He can ask him as to what he did, whether he prepared it.

Q. That is the agreement with your handwriting on the bottom? A. That is not my handwriting.

Q. That is the agreement gotten up in Mr. Harker's office and that is Mr. Harker's handwriting on the bottom? A. Yes, I believe it is, but I can't identify the agreement, that might have been written at another time.

Q. Don't you know that was the agreement gotten up in his office in February, 1923? A. Mr. Harker did make some kind of an agreement, and it was objectionable to me and I wouldn't sign it; whether this is a copy of it I won't say.

Q. And that agreement was covering practically the subject matter of this suit? A. The idea of that agreement was to cover everything and work the thing out.

THE COURT: Does that bear date?

MR. TYLER: Yes, February 3, 1923.

Q. This was about two months, that is, the agreement in Mr. Harker's office, two or three months after what is known as the Hamer agreement? A. I am not able to answer that, I don't know whether it was before or afterwards, but I know I went to Mr. Harker's office and he dictated a long agreement and I read it and it didn't appeal to me as a satisfactory arrangement.

Q. Isn't that the one, look at it. A. It would be impossible for me to identify it.

Q. You could by reading it? A. I could tell you whether it was more or less along the same lines, but whether that is a copy, I don't know. My impression is it was much longer than that.

Q. Whatever it was related to the subject matter of this suit? A. Yes.

Q. And it was an agreement attempted to be made to dispose of the litigation, is that right? A. Yes.

MR. TYLER: Let me have the declaration of the 21st of August, 1899.

MR. ROSE: You mean the power of attorney?

MR. TYLER: Whatever you call it. That is not the one, it is dated August 21, 1899.

MR. ROSE: I have one here dated June 14, 1910.

Q. I have here what purports to be a copy of a declaration made by you dated the 21st day of August, 1899, the original of which was in your handwriting—

MR. ROSE: I object to that on the ground that the original is not here; that is merely a typewritten copy with a typewritten signature.

THE COURT: You may ask whether such an agreement emanated from him.

THE WITNESS: I have no recollection of that whatever.

MR. TYLER: Let me have that deed of trust, 1917, the Kruse one in Hoboken.

MR. ROSE: This is it.

Q. In this declaration, D-5, that declaration was prepared by you in your handwriting? A. That is my handwriting, yes.

Q. In that declaration you stated—is this stock you have referred to the only thing that was given or paid to Mrs. Douglas for this property? A. In the transaction between the Equitable Estates Corporation?

Q. Yes. A. That is the only thing that the Equitable Estates Corporation directly paid to her.

Q. So Mrs. Douglas never got any consideration of any kind except this certificate No. 2 that has been put in evidence, is that correct? A. That, as far as I know, was the only consideration that was received from the corporation.

Q. Now, have you got on your minutes anywhere any proposal of any kind of Mrs. Douglas to sell this property to the corporation? A. No, sir.

Q. As a matter of fact, Mrs. Douglas never made a proposal to sell this property to the corporation in exchange for this certificate of stock, did she? A. She never made a proposition to the corporation, no.

Q. Is there any minute adopted by the corporation showing what was paid for these deeds, that is, how they came to acquire them? A. It wouldn't be necessary, because it wasn't a deal between the corporation and my mother.

Q. As a matter of fact, the only deal made between the corporation and anyone for this property was made with you, wasn't it? A. I don't understand exactly what you mean.

Q. Mrs. Douglas never made any deal with the corporation at all? A. The whole transaction was between my mother and myself. The issuance of this stock was by mutual agreement, it wasn't necessary to make a proposition to the corporation.

Q. And none was made? A. No, none was made to the corporation, the corporation was simply our two selves.

Q. As a matter of fact, just prior to getting these deeds from your mother and for about a week covering that period you took a room in Philadelphia within a short distance of where she was living, didn't you? A. At that time, yes.

THE COURT: Let me inquire whether there is any minute of the corporation authorizing the issuance of certificate No. 2, or authorizing the issuance of ten shares of stock to Mr. Spear and his mother, is there any such minute?

THE WITNESS: No, there isn't such a minute.

Q. When was it you took the room near your mother in Philadelphia and about the time you got these three deeds, fix the date, will you? A. Why, it was some time in June, 1920, I think.

Q. In your direct-examination you said you were there about a week? A. I believe so.

Q. How long did you stay after you got the deeds? A. About a week; I am not sure of the exact time. I was in Philadelphia about two weeks on that occasion.

Q. You said you had many conferences with her on many different days before you got the deeds? A. Yes. I didn't say many conferences in Philadelphia.

Q. The deeds you say was the result of several visits to her? A. No, you are putting words in my mouth. Possibly you didn't understand me.

Q. How long were you there before you got the deeds and how long did you stay after you got them? A. You are making it appear that the only conferences I had with her were during the week I was in Philadelphia. I am talking over a period of a couple of years when she was visiting me in New York.

Q. I understand you had tried to get her through the fall of 1919 to go into a corporation and that she in Mr. Bird's office came to the conclusion she was being defrauded and told you and Mr. Bird so. I don't mean those conferences, I mean when you came to Philadelphia and finally got these three deeds, how long were you there in this room before you got

them? A. You mean before the date of the execution of these deeds?

Q. Yes, June 22, 1920? A. They were executed on the 22nd?

Q. Yes. A. Well, I was possibly there three or four days.

Q. How long did you stay after you got the deeds? A. I can't say, I was in Philadelphia two weeks on that occasion. Just when I went there and when I left there I can't say.

Q. Now, Mrs. Douglas at that time wrote you a letter distinctly stating she would not put her property into any corporation, didn't she? A. I don't recall the letter.

Q. On October 28, 1919, didn't she write you a letter stating distinctly she would not put her property into a corporation? A. I don't recall the letter.

THE COURT: I don't either; has it been offered?

MR. TYLER: I have it here, I will offer it.

Q. Where did you get this Adams Express envelope, this memorandum of deposits and other papers which appear to belong to Mrs. Aleck? A. They were among things whch she sent to me.

Q. Isn't it true you got possession of her papers in her Collingswood house when you got there this last occasion? A. No, sir, it is not true, I haven't touched her papers.

Q. These papers, from the nature of them, all appear to belong to her. don't they? A. Yes, because they were all mixed up with my things. Many of my cancelled checks, thousands of dollars worth, are among her things.

Q. Where did you get these papers which appear to belong to her? A. They were in my desk.

Q. Where? A. The desk that was at Collingswood, and which is now over at Hainesport.

Q. How did they get into your desk, do you know? A. Well, she probably put them in there. The desk has been in the house there for ten years, during which time I haven't occupied it.

Q. Isn't it true you used to transact a lot of business for her? A. No.

Q. No? A. No, not a lot of business.

Q. Isn't it true during the time you were on the farm together you did the transacting of the business? A. Yes, on the farm.

Q. You paid the bills? A. Yes.

Q. And she used to give you money to pay things with? A. No.

Q. No? A. No. she gave me some money but I wasn't dependent upon her.

Q. Isn't it true you sent her money and she kept it in a bank deposit in your name? A. She may have.

Q. And that you drew checks on that bank deposit? A. Which bank deposit?

Q. The one in your name? A. I don't know what bank deposit you refer to.

Q. The one I have been talking about. A. In what bank?

Q. I don't know, I am asking you. A. I don't know.

Q. You know she kept a bank deposit in your name? A. She deposited money in my name and I drew checks against it?

Q. Yes. A. No, I don't know.

Q. Didn't she keep a bank deposit in your name? A. A checking account in my name?

Q. Yes. A. And I drew checks against it?

Q. Answer the first question first. A. I don't understand what you mean. If that is what you mean I say no.

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Q. Didn't she keep a bank deposit in your name, answer that? A. I know she had an account at 7th and Walnut which she kept in my name, but as for ever having a checking account in which she deposited money where I could draw checks against it you will have to show me.

Q. As a matter of fact, she settled a suit with a man by the name of Dubois for about $4,000 for you? A. No, sir.

Q. A bill to Shoemaker & Bush for $1,000? A. No, sir.

Q. And one to Warner & Warner for $600.00? A. No, sir.

Q. Don't you recall you requested her to get the title out of your name about the time you were having this dispute with Dubois? A. I had no dispute with Dubois.

Q. Don't know anything about it? A. I do, yes.

Q. Who is Dubois? A. He was a friend of George F. Archer's; I had done business with George Archer for a number of years.

Q. What was—

MR. ROSE: You have interrupted him. I insist on Mr. Tyler letting the witness finish his answer.

THE COURT: Yes, you asked him who Mr. Dubois was and he is explaining.

Q. What was your dispute with Dubois? A. I had no dispute with Dubois. But will you give me a chance to explain what this matter with Dubois was, that is being brought up?

MR. ROSE: I ask that the witness be permitted to explain.

THE COURT: I don't think there is any unfinished answer except as to who Dubois was.

MR. ROSE: He started to answer—

THE COURT: You can state who Dubois was.

THE WITNESS: Dubois was a man with whom I had a transaction regarding coffee, and I was to make—

THE COURT: That wasn't what he asked you. Who was he, a Camden man?

THE WITNESS: Yes, a Camden man, but I never had any dispute with him.

Q. Now, in 1907 when you got this deed for the farm property from Frank C. Somers, where was Mrs. Douglas? A. 1907?

Q. Yes, at the time of that sale, where was she? A. What is the date of that sale?

MR. ROSE: October 8, 1907.

THE WITNESS: Why, she was living in Collingswood.

Q. Don't you know, as a matter of fact, you had gotten her at the time the sale was made to go out of the state somewhere for her health? A. No, sir, that is not so.

Q. I show you a letter headed, "Tuesday Night" signed "202" in an envelope dated October 21, 1919, and ask you whether you sent that letter to your mother?

MR. ROSE: I object; there is no signature to it and not in Dr. Spear's handwriting, and I object to it.

THE COURT: We will see what he knows about it

THE WITNESS: I can't tell whether I sent that or not.

Q. Look at it and see if it is your handwriting? A. It is typewritten.

Q. Did you put the "202" on the bottom? A. I can't say that I did.

Q. I show you another letter likewise typewritten with "202" on the bottom, dated October 15, 1919.

MR. ROSE: I object to that for the same reason.

THE COURT: Objection overruled. The witness can state what he knows about the letter, if anything.

Q. Is that your writing and did you send that letter to Mrs. Douglas? A. Yes, there is no question about that, because that is my writing at the bottom.

MR. TYLER: I offer that.

(Said letter marked Exhibit C-27.)

THE COURT: What is the date of that?

MR. TYLER: October 15, 1919.

MR. ROSE: I want to object to the handwriting that is on the outside of the envelope which has just been offered in evidence. I object to the envelope because something has been written on the outside of it.

MR. TYLER: May it please the Court, there was not a single letter that Mr. Rose offered in evidence that didn't have interlineations made in it by way of explanation on the typewriter.

MR. ROSE: I object to this envelope.

THE COURT: Find out whether he knows about it

MR. TYLER: I am only offering the letter written by him and the envelope written by him without the comments.

MR. ROSE: Without the comments I won't object to it.

MR. TYLER: Absolutely without the comments, they are only for identification.

Q. I show you a letter dated June 30, signed "202" with an envelope addressed to Helen C. Douglas, 1931 North Park Street, Philadelphia.

THE COURT: June 30th without any year?

Q. Without any year, but the envelope has 1921. Did you send that letter? A. I don't know whether I did or not.

THE COURT: Envelope addressed in typewriting?

MR. TYLER: Yes.

THE COURT: Is the "202" signed on the typewriter?

THE WITNESS: No, pen and ink, but I can't identify that.

THE COURT: Can't you by looking at the letter tell whether you wrote it?

THE WITNESS: No, not to be positive of it, your Honor. I can some like that, I recall that, that is my handwriting at the bottom, the postscript.

Q. I show you another letter dated July 11, 1920, written on a typewriter with red ribbon, signed "202" and mailed from New York, and ask whether you sent that letter to your mother? A. Yes, I recall that letter, that was written just before I left for San Domingo?

MR. TYLER: I offer that.

(Said letter marked Exhibit C-28.)

Q. I show you another letter dated November 2, 1919, signed "202". A. Yes, that is my writing.

MR. TYLER: I offer that.

(Said letter marked Exhibit C-29.)

MR. ROSE: Of course, the words on the outside are to be excluded?

MR. TYLER: Any comments except what is written by him, of course.

Q. I show you a letter dated September 13, 1921, signed by you, is it not? A. Yes, that is my signature.

Q. You wrote that letter? A. Yes.

MR. TYLER: I offer that.

(Said letter marked Exhibit C-30.)

Q. I show you letter dated September 13, 1921, addressed to Miss Anna Whitney Bodey, 23 E. Stiles Avenue, Collingswood. A. I wrote her a letter, yes, I recall that.

Q. I show you a typewritten letter dated December 12, 1922, without any signature, the envelope marked "General Post Office Box 202, New York City" addressed to Mrs. Helen C. Douglas, did you send her that letter? A. I wrote a letter referring to that matter, but I can't identify that letter.

Q. Isn't that your envelope, isn't that the envelope you used? A. Yes, that is one of my envelopes.

Q. That your envelope? A. Yes.

Q. Have you any reason to believe the letter received in that didn't come from you? A. I would have no reason to know it did.

Q. "General Post Office 202" is your address? A. That is my address, yes.

Q. I show you letter January 17,1920, signed "202" —did you send that to your mother? A. I really don't know.

Q. Can't you say whether that "202"—A. It looks very much like it; that 202 most anybody can write that.

Q. That isn't the question, did you put it on there or not? A. I couldn't swear to it.

Q. Don't you remember the contents of the letter having been written by you, the subject matter? A. I remember writing about that subject, but I can't identify that.

Q. I show you another letter without date, envelope marked September, it is the only thing intelligible, "September" and ask whether you wrote that letter?

THE COURT: Are you having them marked?

MR. TYLER: Yes, all that are identified. The rest I will have to call Mrs. Aleck to see where she got them.

THE WITNESS: Yes, right after returning from San Domingo.

MR. TYLER: I offer that.

(Said letter marked Exhibit C-31.)

Q. I show you a letter dated July 6th, in an envelope postmarked "New York, July 6, 1920" and ask you whether you wrote that letter? A. Yes, no question about that, that is my handwriting on it.

MR. TYLER: I offer that.

(Said letter marked Exhibit C-32.)

Q. I show you a letter dated July 27, 1919, signed "202"—did you write that? A. I did, that is my writing.

MR. TYLER: I offer that.

(Said letter marked Exhibit C-33.)

Q. I show you a letter headed "Easter Sunday" signed "C. R. W."— is that in your handwriting? A. Yes.

MR. TYLER: I offer that.

(Said letter marked Exhibit C-34.)

Q. What does "C. R. W." stand for? A. C. R. Whitney.

Q. What does that mean? A. My mother sent me letters to General Delivery Post Office under the name of C. R. Whitney.

Q. At whose request? A. Her request, not mine; I always had my own name.

Q. How did you come to get Whitney's name? A. Going and asking for it at General Delivery.

Q. How did you know to ask for C. R. Whitney's name? A. You can ask for anybody's mail, you can send mail to General Delivery under any name.

Q. Did you ask for C. R. Whitney's mail? A. Yes.

Q. How did you know to ask for it? A. I don't understand the question.

Q. You went and asked for C. R. Whitney's mail? A. Yes, sir.

Q. How did you come to ask for it? A. Because she had informed me she was going to write me under that name and she did for quite a while.

Q. I show you a letter dated June 15, 1920, without any signature, did you send that letter to your mother? A. I can't identify that.

Q. That letter calls for the enclosing of some deeds for this property; did you send her the deeds referred to in that letter? A. I never sent her any deeds by mail.

Q. That letter didn't go by mail, did it, it went by messenger? A. Apparently, it hasn't a stamp on it.

Q. Did you send her those deeds? A. I sent her those deeds, but whether they were sent accompanying that letter or not, I don't know. She has those deeds now, I believe.

Q. I show you a letter dated September 10, 1921, addressed to Mrs. Josephine C. Browning, and signed "Charley"— is that your letter? Can't you tell

whether you sent that letter without reading it? A. Yes, that is unquestionably the letter that was taken from Mrs. Browning.

Q. You sent her that letter, did you? A. Yes.

MR. TYLER: I offer that.

(Said letter marked Exhibit C-35.)

Q. Now, on July 6, 1920, that was just a week after you had the deeds recorded for the Collingswood house, you wrote your mother as follows: "I have received your letter of July 1st and am very glad to hear that you are better. If you can sell your Collingswood house to any advantage, do so. You could never live there in peace. I do not know that I can sell any part of the farm. It is very doubtful. In my opinion it is far better to mortgage than to try to sell. You will never sell to advantage, until someone wants the property badly and runs after you. Going about looking for a purchaser will only result in your getting low offers. Borrow what money you can use to advantage, and wait for the purchaser to look you up. I am anxious to get into business and have made some valuable connections. I am establishing an import and export business between N. Y. and Santo Domingo, and expect to make a business trip to the latter place very soon, probably July 20th. I have simply got to do more than I have been doing, and the business I am working up looks very promising. Take my advice for once and borrow what money you need and trust to me to take care of the interest. I am very well. I have improved much in health lately. I think you are only wasting your time looking for a purchaser for the farm, and you are wearing yourself out. What is the use? 202. Have you heard nothing from Munns?" You knew at that time the house had been transferred to the Equitable Estates Corporation, didn't you? A. Yes.

Q. You knew that? A. Yes.

Q. But you made no reference in that letter to its being transferred, or recorded, or the fact she didn't have title to it? A. I never made any reference to that, because only the two of us were concerned in the matter and there was no necessity of writing about it.

Q. As a matter of fact, one week after you had recorded the deed you told her "if you can sell your Collingswood house to advantage, do so" implying she had the right to sell it? A. Not implying anything of the kind.

Q. What did you mean? A. I meant the title to the property rested in the Equitable Estates Corporation, and the Equitable Estates Corporation would have to make the transfer, and inasmuch as I had no objection whatever to her selling the property and taking the money and using what was required for her own personal use I said, "You sell it" because I didn't want to bother with it. It didn't mean that the title rested in her.

THE COURT: But if she sold it and it was owned by the Equitable Estates Corporation, the Equitable Estates Corporation would have to get the money.

THE WITNESS: No, the Equitable Estates Corporation would make the transfer—the money would have to be paid into the treasury and, of course, it would have to be paid out of the treasury to the stockholders, and the stock being issued to both of us jointly it would theoretically go half to her and half to me, but I wouldn't care for any of it provided I was satisfied she needed the money and it was being used for her sole use and benefit. It would have to go through the form of going into the Equitable Estates Corporation.

Q. You knew that during the fall of 1920 she had discovered this deed had been recorded, didn't you? A. She was duly notified of it.

Q. In September, 1921,—I want to read this—"The Equitable Estates Corporation was formed with her full approval"—this is a letter written to Miss Bodey—"for the sole purpose of holding title to the Collingswood house and other properties for her own protection. Every share of the stock of the corporation is in her own possession, in other words, she virtually owns the corporation. How could it be possible for a corporation which she herself owns and controls, to take anything away from her?" Is that true, did she own the corporation? A. No, it isn't exactly correct, but it is in this way, having the only outstanding certificate of stock in her possession she does control it.

Q. As a matter of fact, at the meeting which was held, and which I read from the minutes to Mr. Bird, you voted the stock, didn't you? A. Yes.

Q. And you are the only one who has ever voted that stock? A. But it has only been for that once.

Q. But you have the right to vote it? A. No.

Q. How did you come to vote it if you didn't have the right. A. I have the right in one sense of the word, but not in another;I wouldn't vote the stock—

Q. Never mind that.

MR. ROSE: I insist upon the witness finishing his answer.

THE COURT: The question is whether he had the right.

MR. ROSE: He was answering and Mr. Tyler interrupted him.

THE WITNESS: I have the legal right but not the moral right.

Q. You had the legal right but not the moral right? A. No.

Q. Why didn't you have the moral right? A. Because the stock belongs to my mother and myself jointly and all the interests which that represents, and I wouldn't take advantage of anything in the by-laws to vote that stock as against her interest. In this instance I voted the stock, it was because the proposition had been made by her representative, Mr. Kitchener, her trust officer, and I had accepted it.

Q. Did that proposition involve you in any way personally? A. No.

Q. Why should you act on it if it was not a personal proposition with you? A. It wasn't a personal proposition with me.

Q. It involved a settlement of this suit, didn't it? A. No.

Q. You were putting the stock in her—A. That was before this suit had been commenced. Mr. Kitchener made a proposition to have it—he was representing her at the time and he made the proposition that the property be conveyed to the Franklin Trust subject to a certain trust and I immediately accepted this and then we went ahead and voted the stock in order to carry out this agreement.

Q. That is the one Mrs. Douglas telegraphed that nothing was to be done, no deed was to be executed and Mr. Bird wrote back that you were there and that all the stock had been voted and the corporation had acted on it? A. Yes.

Q. So Mr. Bird and you both acted on it notwithstanding she telegraphed not to? A. Yes, but it had been acted on before she telegraphed.

Q. What do you mean by this "Every share of the stock of the corporation is in her own possession, in other words, she virtually owns the corporation." A. Yes, that is true. I wouldn't vote that stock as against her and she has the stock in her possession and I can't sell it.

Q. But that requires your explanation in order to understand it that way? A. It does require an explanation, certainly.

Q. You wrote to your mother on July 11, 1920, didn't you—that is Exhibit C-28, you have already identified that? A. Yes.

Q. And in that letter, although you had recorded all these deeds just two weeks before, you didn't say a word to her about having recorded the deeds? A. Why not exhibit the letter where I did say something about it.

Q. Where is that? A. You must have it there.

Q. Have I shown it to you to-day? A. No, you have not.

MR. TYLER: I would be very glad to see a copy of that letter if you have one. I have no such letter.

MR. ROSE: We don't have it.

Q. Now, on June 30, 1920, that is two days after you recorded the deeds didn't you write to her and say "Get enough on the mortgage to make you comfortable and I will take care of the interest" or words to that effect? A. I don't recollect that.

MR. ROSE: I want to ask you one or two questions.

THE COURT: Which, one or two?

MR. ROSE: Make it three. I am going to keep my word, too.

By MR. ROSE:

Q. In this declaration of trust, Exhibit D-5, is there anything else beside the subject to which—

THE COURT: Isn't it D-4?

MR. ROSE: D-5 it is marked here.

THE COURT: November 3, 1917.

Q. Is there anything else in this declaration of trust besides the subject to which Mr. Tyler referred in his cross-examination which forms a basis for this declaration of trust—look at it. A. If I understand the question correctly you refer to the fact she was also my attorney in fact?

Q. I do, and what else? A. And because of the parole agreement which had existed and upon which this is based.

Q. Does that declaration of trust state that it was for moneys advanced by you from time to time? A. Yes.

Q. To be applied to these properties? A. Yes, and that is the truth.

By THE COURT:

Q. When was your mother first told that the stock of the Equitable Estates Corporation would be issued to you and to her and to the survivor? A. That was first told to her either in Mr. Bird's office or in the restaurant where we took lunch together. The corporation matters had all been gone into in pretty good shape.

Q. Before June? A. Yes.

Q. Before the conveyance was made? A. Before the conveyance was made that had already been thoroughly discussed.

Q. Did she know that it was in the power of the board of directors, or would be in the power of the board of directors against her wish to take action touching the title to the Equitable Estates Corporations? A. She understood, I believe she did. She expressed herself as understanding it, that the powers of the directors—it is necessary to have three directors, and she was one of the directors and my wife another, and my wife, of course, she is not a woman who would cause any trouble, she is an Indian, and she wouldn't bother about corporate matters, and Mr. Bird was at that time in the position of a mutual friend, he had represented my mother in court and had also represented me, and Mr. Bird wouldn't go against her, and she was really in the position where she controlled the company, and I think that is a fact, because Mr. Bird wouldn't go against her.

Q. Supposing now, to-day, she should want to make a conveyance of this property and wanted the necessary resolutions passed by the board of directors of the Equitable Estates Corporation to make the title good, how could she accomplish it? A. By simply making the request and I believe the board would do anything she would request.

Q. Providing, of course, it was satisfactory to you? A. Yes, the two of us together could agree upon something and it would simply be a question of having the board pass the necessary resolution.

Q. But it wouldn't be in her power to do that unless you were willing, of course? A. No, it was always understood it would be what we mutually agreed upon, and I would be restrained in the same manner she is, I couldn't do anything without her consent.

By MR. TYLER:

Q. These checks which you produce which you say were used to pay for the Collingswood property were dated in 1905? A. They run down there a number of years.

Q. Not back of 1903? A. Yes, they do.

MR. TYLER: Will you produce them?

MR. ROSE: Here they are in the envelope.

Q. I show you the deed, Exhibit C-17, for the Collingswood property showing that title was taken June 23, 1903, and that the mortgage was executed by Charles C. Spear, Helen C. Douglas, Attorney in fact—isn't it true you were in Honduras at that time, or some part of Central America.? A. It is hard for me to tell, I traveled a good bit.

Q. You have already made the statement— A. She executed the mortgage as attorney in fact and made the settlement.

Q. You didn't? A. I didn't make it personally; I supplied the money but I didn't make the settlement.

MR. TYLER: I would like to have all the checks he says were used for this property.

THE COURT: Are these the checks you have had identified and marked?

MR. ROSE: Yes.

THE COURT: Well, let him look over them. What is the objection?

MR. TYLER: The oldest you have here is 1905.

Q. Now, I have here nine checks which have been offered in evidence, dated in 1905; now, you won't say that any of those checks were used to buy the property for which settlement was made for two years prior? A. The complete settlement was not made; something was paid on account, and then there was a second mortgage, and I don't know the date of the last payment on that mortgage.

Q. You won't say they were used for the original purchase? A. No, the original purchase was made in 1903.

Q. These checks made in 1906, none of these were made for the original purchase, were they? A. Let me understand the original purchase—that means the first payment on the property?

Q. I mean on June 23rd, the time the deed is dated, 1903, that is when the settlement was made and title was taken; none of these checks were used for that particular settlement? Were any of the checks used for that purpose? A. I don't understand it.

Q. The deed was taken in June, 1903? A. Yes.

Q. Settlement made and the deed passed? A. Yes, sir, the first payment was made.

Q. Call it what you please, that is the time the title was taken. Were any of those checks used to convey that title? A. None of them were used to convey the title as far as the first payment is concerned.

Q. Were any of the checks used bearing subsequent dates? It is perfectly obvious, Dr. Spear, none of these checks were used to make that settlement. A. Yes, but they might have been on the second mortgage, that extended over a number of years.

Q. The second mortgage is $500.00? A. Yes. I didn't quite understand it.

Q. In making the original settlement in the purchase of this property those checks were not used for that purpose? A. I don't see how they could be.

THE COURT: They couldn't have been.

At this point an adjournment was taken until Monday, February 9, 1925, at 1.30 o'clock P. M.

Camden, N. J., February 9, 1925.

Trial of the cause resumed on the above date, pursuant to adjournment, at 1.30 o'clock P. M.

MR. ROSE: I want to offer some testimony in the nature of rebuttal.

CHARLES C. SPEAR, Recalled.

By MR. ROSE:

Q. Doctor, did you hear your mother testify the other day that you had sent her to a doctor in Camden, or somewhere else, in regard to locating a canning factory on the Homestead Farm, or words to that effect? A. Yes, I remember.

Q. Did you hear your mother testify you had sent her—strike that out—Did you send your mother to the doctor whose name I don't recall now, Saconi, for the purpose of having her examined as to whether or not she was sane or insane? A. I did not.

Q. Did you ever tell Dr. Saconi anything like that? A. I did not.

Q. Have you tried to get Dr. Saconi here to-day? A. I have.

Q. Where is he? A. He has the grippe; he is weak and can't possibly get out of bed.

Q. Where does he live? A. He lives at Oakmont.

Q. Pennsylvania? A. Yes, sir.

Q. When did you try to get him? A. I had an appointment with him yesterday at his office 1407 S. Broad Street, and I went over to see him and he couldn't keep the appointment and I talked to him over the 'phone and he said it was impossible for him to get out of the house, and I called him up this morning to see whether he was any better, but he was worse, his wife said it would be a week before he could get out of bed.

Q. Doctor, after the certificate of stock was sent to your mother did you ever come in possession of it again? A. After it was sent to her? No, I never saw it after that.

Q. Where has it been since that time? A. In her possession.

Q. Is it still there? A. To the best of my knowledge and belief.

THE COURT: I think I asked you once before when that certificate was signed by her are you sure those words were written on the certificate?

THE WITNESS: I feel absolutely positive, your Honor. "Helen C. Douglas and Charles C. Spear, jointly with full right of survivorship."

THE COURT: Yes.

THE WITNESS: Yes, sir.

THE COURT: Are you sure of that?

THE WITNESS: I am absolutely certain.

THE COURT: You are sure that method was discussed between you when you planned the formation of the corporation, that the stock should be issued in that way?

THE WITNESS: Yes, it had been fully discussed.

THE COURT: And agreed upon?

THE WITNESS: And agreed upon, yes, sir.

CROSS-EXAMINATION.

By MR. TYLER:

Q. In this agreement which purports to have been acknowledged in Hoboken, dated November, 1917, there is a statement that you have placed at her disposal for her own personal use and benefit during her lifetime all of your estate in the United States. What estate did you own in the United States at that time? A. The Cooper Homestead Farm, the Collingswood house and lot.

Q. That is all, isn't it? A. The cemetery agreement and some—I think that about covers it.

Q. You had nothing in your own name at that time? A. In 1917?

Q. Yes. A. In 1917 the farm property was, I think, in the name of Aleck and the Collingswood house was in the name of Alice M. Wesley, I believe, and the lot adjoining was in the name of John A. Scanlan.

Q. So at the time you prepared that agreement in your own handwriting you had no estate of any kind in your own name in the United States, did you? A. Yes, the cemetery agreement was in my name.

Q. If that was in your name why did you get her to execute an assignment of it when you got the three deeds in June, 1920? A. She had power of attorney for me; she executed it for me as attorney in fact.

Q. Why didn't you execute it? A. Possibly I could have. I didn't think of it.

Q. Where is that agreement? A. I don't know whether I delivered it to Mr. Rose or whether it is in a safe deposit box.

Q. Will you let me see it, Mr. Rose? You knew the farm buildings had been burned down—

MR. ROSE: Objected to as not proper examination.

MR. TYLER: I was calling the witness back and Mr. Rose volunteered to bring him back himself.

THE COURT: I think it is proper.

Q. You knew the farm had been burned down on or around April 1, 1923, didn't you? A. Yes, sir.

Q. And you knew a check had been issued to Mrs. Douglas and the mortgage in payment of the fire loss? A. I did not.

MR. ROSE: Objected to as not proper cross-examination.

THE COURT: I think it is competent.

MR. ROSE: I don't think there is any testimony at all in the case—

THE COURT: I think it is responsive to his testimony that he owned all of these things.

Q. Don't you recall coming into my office the latter part of May, 1923, and asking me if I had gotten the check from the insurance company in payment of that loss? A. No.

Q. Don't you remember me telling you that the check had come through and you asked me in whose name it was and I told you Mrs. Douglas' and the mortgagee's? A. No.

Q. Don't you remember going to New York and making a claim for it for the Equitable Estates Corporation? A. No.

Q. Now, I have the check here dated May 25, 1923, for $3,300, coming back after having been issued by the insurance company, coming back "Awaiting legal information in regard to title." Do you say after you came to my office and got that information you didn't make a claim to the insurance company for the money? A. What information?

Q. The information I had mentioned, that the check had gone through? A. I didn't get that information. I went to your office on one occasion—

Q. What for? A. I asked you if you had a policy covering the building which was burned down, and you read the paper, the number of the policy, and the Palatine Insurance Company, and that is all the information I got from your office.

Q. Did you make a claim for the Equitable Estates Corporation? A. I did not.

Q. You knew within a few days after you were in my office they stopped payment on this check, didn't you? A. Yes.

Q. You knew that? A. Yes, sir.

Q. Although the check had been properly issued in full settlement of the loss for the face of the policy, $3,300, you knew shortly after you were there they stopped payment on it? A. Yes.

Q. How did you know that? A. May I explain it?

THE COURT: He wants to know how you knew.

THE WITNESS: I went to the insurance adjusters' office on Walnut Street.

Q. Kirten & Brocky? A. I went to them first and they referred me to the insurance adjusters down the street, and I went and made inquiry, and I found an affidavit had been filed there by Aleck to the effect that the house burned down was covered by this particular policy and that he was the owner and that there had been no change in the title, and other information which was not in accordance with the facts, and then I notified the Palatine Insurance Company of the condition of the title.

Q. That it was in the Equitable Estates Corporation? A. Yes, sir.

Q. So as a result they didn't pay anybody, did they? A. They didn't pay the Equitable Estates Corporation anything.

Q. After the Equitable Estates Corporation recorded these deeds, the three deeds that were spoken of, one from Scanlan, one from Wesley and one from George H. Aleck, the Equitable Estates Corporation made a deed to either you or your wife, didn't they? A. They made what might be called a deed, but it was a deed that conveyed nothing.

MR. TYLER: Have you the deed, Mr. Rose?

MR. ROSE: I had them with me—I didn't bring them back with me, I took them out to reduce the size of my papers, but we admit that, it is in the pleadings and we admit the pleadings.

Q. Who was the deed made to? A. To Charles C. Spear and Mercedes Spear, trustees for Locustwood Cemetery Association.

Q. After this suit had been started? A. Subject to the lis pendens and subject to all the rights of the stockholders of the Equitable Estates Corporation, and subject to the agreements existing between the stockholders.

Q. Did they execute a deed again? A. Yes.

Q. To whom? A. Back to the Equitable Estates Corporation.

Q. What was the object in that? A. Because the matter was—it didn't appear to accomplish anything, it was a conveyance which conveyed nothing, because it was subject to the approval of the Court of Chancery and it couldn't answer the purpose which was in view.

Q. Didn't you know that when the Equitable Estates Corporation made the deed? A. It was fully expressed in the deed itself in two places.

Q. You and your wife made a deed back to the Equitable Estates Corporation? A. Yes, sir.

By MR. ROSE:

Q. Do you know whether or not the insurance policy about which Mr. Tyler asked you covered the property which was destroyed by fire? A. It didn't cover the property destroyed by fire.

Q. And you understood that George H. Aleck, your mother's husband, was making a claim for the insurance money? A. I did.

FRANK VALERIANI, Sworn.

By MR. ROSE:

Q. Where do you live? A. 259 Spruce.
Q. Camden or Philadelphia? A. Camden.
Q. Do you know Mrs. Helen C. Aleck, the lady sitting over there? A. Yes, sir.
Q. Do you know Dr. Spear? A. Yes, sir.
Q. What is your business? A. Builder.
Q. What? A. Builder and contractor.
Q. Do you know Dr. Saconi? A. Yes, sir.
Q. And Gale Saconi? A. Yes, sir.
Q. And your name is Frank Valeriani? A. Yes, sir.
Q. Mrs. Aleck, the complainant in this case testified that on one occasion she went to the drugstore of Dr. Saconi, and that you, Dr. Saconi and Gale Saconi were present; that at that time she said that Dr. Spear had sent her there for the purpose of trying to interest you folks in a canning factory on the Cooper Homestead Farm, and that Dr. Saconi replied to her that that wasn't the purpose for which she came, the purpose for which she came was to be examined for insanity. Do you remember any occasion at which you were present in which Mrs. Douglas, now Mrs. Aleck, made any such statement and whether or not Dr. Saconi made any such reply?

MR. TYLER: That is objected to for this reason. That is not a statement of what Mrs. Aleck testified to; she testified as she was leaving, Dr. Saconi said he would like to see her and for her to come into his office.

THE COURT: I think you are right, Mr. Tyler, but I can't be sure. I think the conversation with the doctor was narrated as having occurred when they were alone.

MR. TYLER: After these folks had left he said he would like her to wait and he would like to talk to her privately.

Q. You say you never heard such a conversation? A. I never seen Mrs. Douglas in Dr. Saconi's office.

Q. You never saw Mrs. Douglas in Dr. Saconi's place at any time? A. No, I never did.

Q. Nor in Dr. Saconi's drugstore? A. The drugstore belongs to Gale and Dr. Saconi both. I went over there myself, but I never saw Mrs. Douglas over there.

CROSS-EXAMINATION.

By MR. TYLER:

Q. Did you use to work on the Cooper Homestead Farm? A. No, sir.

Q. Never did? A. No, sir.

MR. ROSE: I want to offer in evidence all the exhibits that have been marked for identification, and I want to offer in evidence a power of attorney made by Charles C. Spear to Helen C. Douglas, dated November 28, 1899.

THE COURT: What number—was it never marked for identification?

MR. ROSE: It hasn't been marked for identification.

(Said paper marked Exhibit D-74.)

MR. ROSE: I offer in evidence a power of attorney made by Charles C. Spear to Helen C. Douglas, dated June 14, 1910.

(Said paper marked Exhibit D-75.)

MR. ROSE: I offer in evidence a lease, Helen C. Douglas, attorney in fact for Charles C. Spear, to Forrest E. Ginter, for the Cooper Homestead Farm, dated February 14, 1902.

(Said paper marked Exhibit D-76.)

MR. TYLER: It doesn't seem to me it has any relevancy, unless it is shown it has.

MR. ROSE: Made by virtue of the power of attorney of 1899, if the Court please.

THE COURT: I think it is proper. These parties have shuffled this property back and forth so much I am not sure whether it is possible for anyone to ascertain who they belong to.

MR. ROSE: I offer certified copy of a deed dated November 17, 1902, from Charles C. Spear by Helen C. Douglas, his attorney in fact, to Locustwood Cemetery Company for the Cooper Homestead Farm, and ask to have that marked.

(Said paper marked Exhibit D-76.)

MR. .ROSE: I don't seem to have my transcript here, certified copy of the deed to Thomas E. French, Trustee. I would like to have permission to send it in later. I offer in evidence—this deed is admitted by the pleadings—deed, Frank C. Somers, Sheriff, dated October 8, 1907, recorded in the office of the Register of Deeds of Camden County in Book 322, Page 11, to Charles C. Spear, in fee. I offer in evidence, deed, Charles C. Spear to Fernwood Cemetery Association—

THE COURT: What does that last deed cover?

MR. ROSE: A deed of trust from Charles C. Spear & Helen C. Douglas to Thomas E. French, covering the Cooper Homestead property, in which the property was conveyed to him as trustee for it. I offer in evidence deed, Charles C. Spear to Fernwood Cemetery Association, dated December 31, 1907, for 13 30-100 acres.

(Said paper marked Exhibit D-77.)

MR. ROSE: I offer that in evidence agreement, Charles C. Spear to the Fernwood Cemetery Association dated December 31, 1907, recorded in the office of the Register of Deeds of Camden County in Book 323, Page 610.

THE COURT: Covering what land?

MR. ROSE: I will have to answer your Honor in this fashion, if you will permit me to do so. At the time this deed was made by Charles C. Spear to the Fernwood Association, simultaneously therewith this agreement was made by Charles C. Spear to the same association permitting that association to acquire additional tract of land from the Cooper Homestead Farm not exceeding ten acres in extent at such times as the needs of the cemetery association might rquire.

THE COURT: That is the option of purchase that has been referred to?

MR. ROSE: Yes, sir.

(Said paper marked Exhibit D-78.)

MR. ROSE: I offer in evidence certified copy of deed from Thomas E. French, Trustee, to Helen C. Douglas, Charles C. Spear, Cyrus D. Marter and Leslie M. Holloway, dated February 21, 1910, recorded in the office of the Register of Deeds, in Deed Book 346, Page 266, covering all the Cooper Homestead property and the Collingswood property, excluding the 13 30-100 acres—

MR. TYLER: I don't think it covers the Collingswood property. You don't mean the residence property, just the farm.

MR. ROSE: I think you are right about that, just the farm.

(Said paper marked Exhibit D-79.)

MR. ROSE: I offer in evidence a declaration of trust made by Helen C. Douglas to Charles C. Spear, acknowledged November 3, 1917, before Julius H. Kruse, Commissioner of Deeds, Hudson County, New Jersey, and recorded in the office of the Register of Deeds of Camden County, in Book 492 of Deeds, Page 79, etc. That has been offered, it is marked Exhibit D-5. I offer in evidence an affidavit made by Helen C. Aleck, dated October 28, 1924 ,subscribed and sworn to before Irene C. Clow, Notary Public.

(Said paper was heretofore marked D-29 for Identification and is now marked Exhibit D-29.)

THE COURT: Have you finished making your offers? If you don't know whether you have any more, search them out while you are making the rebuttal. In other words, I don't want to sit here while you hunt all through your papers.

MR. TYLER: Since this agreement has been offered in evidence, the Fernwood Cemetery Association, I want to ask Dr. Spear another question.

CHARLES C. SPEAR, recalled.

BY MR. TYLER:

Q. The Fernwood Cemetery Association was incorporated by you, was it? A. It was not.

Q. The name of the company has been changed now? A. It has.

Q. To what? A. The Locustwood Cemetery Association.

Q. Who is the president of it? A. I.

Q. Who is the secretary? A. Mercedes Spear.

Q. That is your wife? A. Yes, sir.

Q. Who holds the stock of that? A. There is no stock.

Q. There is no stock? A. No.

Q. So that the present Locustwood Cemetery Association was the Fernwood Cemetery Association referred to in this conveyance? A. Yes, sir. At that time I had no connection with the Fernwood Cemetery Association.

Q. But the present one which was revived and had the name changed, you are president of and your wife is secretary of? A. Yes, sir.

HELEN C. ALECK, recalled.

BY MR. TYLER:

Q. There were a few questions that came up and which have been testified to by Dr. Spear which I want to ask you about. In the first place, he said that you and he went to the office of Reese Evans, an attorney, before you went down to the Drexel Building to sign the deeds on June 22, 1920, is that true? A. It is not.

Q. Did you ever go to Reese Evans' office with Dr. Spear? A. I did not.

Q. He says after going and signing these deeds in the Drexel Building that you handed them to him and told him they could be recorded any time at his discretion, did you ever tell him that? A. I did not.

Q. He says that afternoon instead of his getting on a trolley car and going away, as you stated, that you and he had lunch together at a restaurant on Filbert Street; is that true? A. It is not.

Q. Mr. MacPeak testified that you gave him instructions to rewrite this affidavit that has been produced here and sworn to before Irene Clow, that the original one presented had been interlined and you told him to write it; is that true? A. It is not.

Q. Did you talk to Mr. MacPeak at all? A. Never.

Q. Miss Clow said you took it and went to the window and held it up to your eyes and she says that you read it before you signed it, is that true? A. It is not.

Q. Did you do that? A. I did not; I did not read it. Dr. Spear read it to me, read me an agreement.

Q. What did he say it contained? A. Terms of settlement that I would agree to subject to your approval.

Q. Now, Mr. and Mrs. Matthias have both testified you confided in them and told them that Dr. Spear furnished you with $5,000 for some purpose in connection with either the purchase of the farm or the other property? A. No, sir; I never discussed my business affairs with Mr. and Mrs. Matthias.

Q. Tell us what you know of Mr. and Mrs. Matthias, how you came to know them. A. I rented an apartment from them and went to considerable expense to fix it up and it was so disagreeable I left before the lease had expired.

Q. Why did you go there? How did you come to take an apartment there? A. Well, I was recommended there by Mrs. Browning, my sister.

Q. About when was that? A. Well, I couldn't live in my own home on account of my fear that I might be put in the asylum—

MR. ROSE: I object to that and move that it be stricken out; there is no basis for any such statement.

THE COURT: I think it is competent. I think the whole matter requires a thorough investigation.

Q. About what time was it? A. That I had my apartment with Mr. and Mrs. Matthias?

Q. Yes. A. It must have been in 1909.

Q. Was that about the time you refer to about going to see Dr. Saconi? A. Yes, but earlier, previous to that; it was the same year but earlier. I left the farm in November and probably it was in November, earlier in the month, I went to Dr. Saconi's drug store, 7th and Christian.

Q. Now, did you see this Valeriani that is here; did you see him and hear his voice? A. I don't think it is the Valeriani that is here. I remember him as a blonde man with reddish hair, but my sight is so poor I can't say positively, but I don't think it is Valeriani.

Q. The Valeriani you refer to as having met there, what was he doing at that time? A. I can't tell; he just came in as a witness against me, probably.

Q. I don't mean this Valeriani. A. You mean over there?

Q. Yes. A. Yes, I went to the drugstore and I went in downstairs—I think both the druggist and his brother are called doctor—and the druggist asked me to go upstairs into his wife's parlor, and I went upstairs and his wife was there, and then Dr. Saconi, the physician, and this Valeriani came, and I went for the purpose of discussing a sale of fifty acres—my son told me that Valeriani wished to purchase this fifty acres to start a canning factory to can tomatoes.

Q. Was it in Valeriani's presence that Dr. Saconi told you what the real purpose of your coming there was? A. It was not.

Q. When did that happen? A. I was leaving, had gone downstairs, and as I almost took the last step, Dr. Saconi whispered to me, "Come to my office, I want to talk to you on a very important matter"; words to that effect.

Q. Where was his office? A. Across the street a little further down. I could go there, but I didn't know the number at all.

Q. Dr. Dubler said you requested him to go to Trenton; is that true? A. No, sir.

Q. Do you know who requested him to go? A. Dr. Spear.

Q. Mrs. Dubler testified you had told her that I wouldn't take any instructions from you but took them entirely from Mr. Aleck; is that true? A. It is not.

Q. Are those facts true? A. They are not. Mrs. Dubler also threatened me the last time I saw her; she said, "You had better do as your son wishes or they will put you away." That is what she said, and I would never speak to her after that.

Q. Dr. Spear testified about having sent you money to help buy the Collingswood property; I wish you would tell us what you paid for the Collingswood property and where you got the money. A. I paid $2,800 for it; there was a mortgage of $2,000 on it and I placed a second mortgage of $500, and I paid $300 in cash, and I raised that $300 in cash by selling seven cows that belonged absolutely to me.

Q. You were living at that time on the farm? A. Yes, and I had a large dairy, and I raised that dairy myself from little calves. I had a beautiful dairy and I attended to it entirely myself. Of course I had employes, but I mean I superintended everything.

Q. Now, Dr. Spear said you had never paid the Dubois claim for him amounting to some $3,700, or some such amount. A. Something over $3,700.

Q. I show you a receipt dated June 27, 1904, to Helen C. Douglas, showing receipt of a check for $3,762.50 in settlement of contract with J. S. Dubois and C. C. Spear. Signed "George F. Archer." Did you pay that? A. I did.

Q. Another receipt dated June 27, 1904, "Received of Mrs. Helen C. Douglas, for account of Charles C. Spear, three thousand seven hundred and sixty-two dollars and fifty cents, the same being in full settlement of money advanced him on a coffee contract entered into on the 23rd day of March, 1903, and of the suit commenced by me to enforce payment thereof." Did you get that? A. Yes, sir.

Q. And there purports to be attached to that a contract signed by J. S. Dubois and Charles C. Spear —do you know whether that is Mr. Spear's handwriting? A. Yes, that is my son's signature.

Q. Did you pay that money? A. Yes, I did.

THE COURT: A total of how much?

THE WITNESS: $3,762.50.

MR. TYLER: One is signed by Archer acknowledging receipt of a check which he apparently turned over to Dubois, and the Dubois receipt, and the original contract attached to it. I offer that in evidence.

(Said papers marked Exhibit C-36.)

Q. Where did the money come from to make that payment? A. I had various sums of money that Charley had given me at different times which I put in the bank. I know I made settlement through the West End Trust, and I always saved the money that he sent me for him alone, I never used it for myself, nor did I ever use it to buy property—

Q. I asked you where you got the money to pay Mr. Archer? A. It came from Dr. Spear.

Q. This money? A. Not in a sum like this. He sent me — I don't know exactly — but he sent me checks at different times, so I accumulated the money and settled this. My Collingswood house I bought in Dr. Spear's name, Charley's name, and when he told me about this trouble with Mr. Dubois he said, "You had better put the property out of my name until I can raise the money to settle with Dubois, and that is the reason I went to Judge Kates and told him about it, and he said, "I will fix that for you," and I conveyed the property to Mr. Hall. He had adjoining offices at 428 Market Street; Mr. Hall was in the front office and Judge Kates—he wasn't Judge Kates then—John Kates was in the back office; and after this settlement had been made I had Mr. Hall reconvey the property to Charles C. Spear.

THE COURT: But your son claims that these various moneys he has paid you went to cover interest on this property, mortgages that were due, or purchases that were being made; things of that kind;

and he has put in evidence a great lot of checks which he says was money expended, sent by him to you and represents his interest in these things.

THE WITNESS: That is not true. I always used the money he sent me to pay his debts and keep things straight for him. I paid many bills.

THE COURT: I know, but as a general statement that doesn't do me one particle of good. One says one thing and one the other, and what am I to do when there is nothing to show it?

MR. TYLER: I am going to prove it.

THE COURT: I understand her to say this money was Charles' money, that Dr. Spear had sent it to her and she had put it in bank and it had accumulated—I don't know in whose name it was accumulated—and she says she then took the money and settled this debt. Now, where did you keep that money of his you say you had been accumulating, in whose name, and where?

THE WITNESS: It was in my own name in the West End Trust.

THE COURT: In a separate account or in with your own moneys?

THE WITNESS: I didn't have any account at that time in the West End Trust of my own, I don't think. I always kept my account—I knew what I had received from him and what money I had of my own, and this settlement, I know, was made through the West End Trust. I gave George Archer a check for the full amount. It might have been all Charles'; it might have been some of mine; I can't recall. It was twenty-five years ago, wasn't' it?

THE COURT: Yes, a good while ago. I don't wonder you can't remember the details of these transactions, but I do know one or the other of you knows to whom the property belongs.

THE WITNESS: It belongs to me.

Q. Did you make a payment to Shoemaker & Busch? A. I did.

Q. How much? A. $1,000. That was for drugs.

Q. I have a letter addressed to you, signed "Frederick J. Geiger," in which he said, "I have forwarded check to the several parties, and have asked Messrs. Shoemaker & Busch to remit the interest upon their claim. I will let you know their decision in the matter. I beg to enclose you herein receipt for Mr. Van-Dusen's bill." Does that refer to the Shoemaker & Busch settlement? A. Yes, sir.

Q. Who was that for? A. Dr. Spear.

Q. How much? A. They claimed $1,200, and my recollection is they settled for about $1,000.

Q. Now, you say you paid that money? A. I did.

THE COURT: Whose money was it, yours or Charley's?

THE WITNESS: He sent me $1,000 in the envelope he presented as evidence, and that was probably the money I used to pay this bill in part, and I was always paying bills. Now, the other one from Warner & Warner was $600.00 and something, and I think I paid the last part of this Shoemaker & Busch through the money that was paid to me in my settlement with Mrs. Smith, to whom I sold the Locustwood Farm—I used $400 of that money to make up the Shoemaker & Busch bill.

Q. It says the Locustwood Cemetery Company have today paid the note in full, $429.90, what was that? A. That was part of the purchase money.

Q. That is what you refer to? A. I used that to make up the full amount of Shoemaker & Busch.

Q. Did you get that at the time of settlement? A. Yes.

MR. TYLER: I offer this in evidence.

(Said paper marked Exhibit C-37.)

Q. Have you the receipt for the Warner & Warner claim? A. I don't know where it is. Have you got it?

Q. No, I haven't got it A. There were so many bills I paid. Mr. Tyler said it wasn't worth while to present them.

Q. I show you a note for $800.00 given to Michael Cotter, endorsed on the back, "I give this as security to Michael Cotter to sign Charles C. Spear's bail in June, 1897. Case is ended, Charley cleared, and the county paid the cost," and I show you copy of the indictment in the case. How much did you pay to get that settled?

MR. ROSE: I don't object to the receipt, but I object to this copy of the indictment.

Q. I haven't put them in evidence yet. How much did you pay to get that settled? A. I paid this $800 to Mr. Cotter and considerable more, but I don't know just what it was.

Q. Do you know what he was indicted for?

MR. ROSE: I object to that.

A. Yes.

MR. ROSE: If you are going to follow this up then I will have to introduce in evidence all the files of the Court of Oyer and Terminer in the case of the State of New Jersey v. Charles C. Spear, and the conclusions of Justice Katzenbach, and that will swell this case enormously.

MR. TYLER: My primary purpose here is—and I don't expect to be influenced by that threat—to show she had been paying money out for him for a long period back of the time this money was received. I will simply put the note in evidence and let the rest go.

(Said paper marked Exhibit C-38.)

Q. Here are some letters addressed to Helen C. Douglas, four of them; I want to know where you got them, and from whom you got them? A. What does it say on top there?

Q. That is only a little memorandum of my own. A. It is typewritten; you know I can't tell unless you take them out and let me see it.

Q. That is signed "202"? A. They are all from my son.

MR. ROSE: I object to them.

Q. Did you get that from your son? A. Yes, nobody else would sign a letter like that.

THE COURT: What is the objection?

MR. ROSE: I would like to see that letter, please. Because the letter is not addressed to anybody, nor is it signed by anyone, merely has the figure on it "202".

THE COURT: It has already been testified to by Dr. Spear himself he wrote letters and signed them "202". I am not sure but I think that was his testimony.

MR. TYLER: Yes, he said that was his postmark in New York. The envelope addressed to Mrs. Douglas, I offer that.

(Said envelope marked Exhibit C-39.)

Q. A letter dated December 12, 1922, addressed to no one, with no signature and in this envelope addressed to you from General Post Office Box 202, New York, U. S. A.— A. That from Charley.
Q. From whom did you get that? A. From my son.

MR. ROSE: I object to that on the ground that the letter is not addressed to anyone; it is not signed by anyone; and it might have been prepared by anyone and put in that envelope.

THE COURT: If she says that letter came to her from her son it may go in.

(Said letter marked Exhibit C-40.)

Q. Letter beginning "Tuesday night" signed "202" and I ask from whom you got that?

MR. ROSE: Same objection as before.

A. That is "202."
Q. Got it from your son? A. Yes.

MR. TYLER: I offer that.

(Said letter marked Exhibit C-41.)

Q. I show you letter dated June 15, 1920, without any signature, and referring to the enclosure of three deeds and article re Proprietors of New Jersey, and ask you from whom you got that letter?

MR. ROSE: Same objection.

A. That is from Charley. I had written that letter about proprietory rights and sent it to him. Will you read the deeds?

Q. The first deed, Homestead Improvement Company to James A. Scanlan? A. Yes, sir.

Q. Thomas E. Ludlam, Jr., to Alice M. Wesley? A. Yes, sir.

Q. John A. Scanlan to George H. Aleck? A. Yes, I got them.

Q. The three deeds? A. Yes, sir.

MR. TYLER: I offer that in evidence.

(Said letter marked Exhibit C-42.)

Q. I show you what purports to be a memorandum of traveling instructions for a trip into New Hampshire, from whom did you get that?

MR. ROSE: I object.

A. My son.

MR. ROSE: Because it is not addressed to anyone.

THE COURT: Of course not; if she says she received it from her son it is perfectly competent as part of her testimony.

Q. From whom did you get that? A. From my son.

Q. Did you take that trip? A. I did.

Q. Now, this refers to your ticket as good until October 31st and you can return by the Hudson River boat, and so forth. Do you know about what time you were up there? A. Yes, I came back about the last of October; I don't remember the day.

Q. Exhibit D-77 recites a deed from Frank C. Somers, dated October 8, 1907, now can you say where you were on October 8, 1907? A. I was in White Hill, on Lake Champlain.

MR. TYLER: I want to offer that in evidence.

(Said paper marked Exhibit C-43.)

Q. I show you a draft of the Palatine Insurance Company on the Corn Exchange National Bank, New York, for $3,300. made to the order of George H. Aleck and Joseph Allen, mortgagee, and ask you from whom you got that? A. Kirschner & Brackney.

Q. What was that for? A. It was insurance on the house that was burned.

Q. That was never paid, was it? A. No.

MR. TYLER: I offer that in evidence with the memorandum attached, dated June 18, 1923.

(Said paper marked Exhibit C-44.)

MR. ROSE: I have no objection.

Q. What did you do with that when you got it? A. I gave it to you.

Q. To pay off on account of the mortgage? A. Yes, and I made up the difference, and you afterwards returned it to me when that wasn't paid.

THE COURT: Was there any effort made on your part or your son's part to keep track of the financial accounts between you as to whether he was paying the money to you for your use or whether you were paying money to him for his use, or anything as the accounts back and forth?

THE WITNESS: Yes, I kept the accounts, but I afterward turned these accounts all over to him when my sight became so poor. I always paid out more than I received.

THE COURT: His claim is a great amount of his money was paid for the consideration of the property that was being bought, or paying off the encumbrances, taxes, or one thing or the other; do you say that is so?

THE WITNESS: I always paid with my own money, I had—is it proper for me to tell you?

THE COURT: Yes, go ahead.

THE WITNESS: I had cash and property both from my Grandfather Cooper and Grandfather Fifield, the records in Philadelphia will show—I had $11,000 in cash from my Grandfather Fifield besides real estate; $4,000 in cash when my mother's estate was settled, besides other property, and I also had cash from my father's estate. I have always had money of my own.

Q. Did you sell your home in Orange? A. Yes, I sold my Orange house and got $13,000 for it.

Q. You had all that money of your own? A. It was all my own.

THE COURT: $13,000 above encumbrances?

THE WITNESS: No, there was a mortgage, I think a mortgage of $5,000 on it; I had about $7,000 in cash.

Q. Now, did you use any of Charley's money he said he sent you for the purpose of either buying these properties or for paying the expenses in the way of taxes, insurance or interest? A. I did not.

THE COURT: Your testimony is he had no pecuniary interest whatever in any of these properties?

THE WITNESS: It is. Only as my son had he survived me he would have had everything.

THE COURT: I know that. I say pecuniary interest? A. Yes.

CROSS-EXAMINATION.

BY MR. ROSE:

Q. Did you keep all of your accounts in the West End Trust Company of Philadelphia about that time? A No.

Q. Where did you usually deposit the moneys you had received from Charley? A. Now, let me see. I had at one time an account in the Central Trust in Camden, and I think in the West End Trust from the time it was opened until about two years ago I transferred my account to the Girard Trust, where it is now. I also had an account in the Haddonfield bank at one time.

Q. Did you have an account in any western bank? A. Western bank?

Q. Did you have one in the Colonial Trust Company of Pittsburgh? A. Oh, yes; I did.

Q. Didn't you go there especially with Charley to open an account? A. Yes, Charley invited me to go there with him.

Q. Your son, Charley? A. Yes, sir.

Q. And in whose name was that account opened? A. I think it was in mine.

Q. How large of an account was opened at that time? A. I haven't any recollection.

Q. Was it $3,400? A. I don't know; I don't remember at all, because I never used the money for anything; it was drawn out and used for him, whatever it was, so I really don't know what it was.

Q. You said it was put in your name? A. Well, I am not positive; I think it was. I always looked upon it as Charley's money and used it for him. I didn't use it for myself.

Q. On which bank was the Dubois check drawn? A. West End Trust, I am almost positive.

Q. You are not entirely sure about it? A. I am sure about it.

Q. It may have been the Colonial Trust Company of Pittsburgh, may it not? A. Well, it has been so long, I don't know, but it seems to me whatever money I had accumulated when I paid the Dubois bill I think they were all in the West End Trust.

Q. It might have been from the Colonial Trust Company, Pittsburgh? A. Some of it might.

Q. Did you make more than one trip to Pittsburgh to the Colonial Trust Company? A. No.

Q. Did you make more than one deposit in the Colonial Trust Company, Pittsburgh? A. No.

Q. Did you draw more than one check against that account? A. It has been so long I have forgotten.

Q. You only remember one single, solitary transaction insofar as the Colonial Trust Company of Pittsburgh is concerned? A. I regarded it as Charley's money and used it for him.

Q. How long ago was that, Mrs. Aleck? A. Now, I think it was in 1902.

Q. Was that about the time the deed was made by you to Thomas B. Hall as trustee? A. It was later that I made the deed to Thomas B. Hall.

Q. Made the deed later than that? A. Yes. It was on account of this difficulty with Dubois that Charley requested me to put the property out of his name, and it was for this reason I went to Judge Kates, and it was he who conveyed it to Mr. Hall.

Q. You are getting away from the question. You say that the deed to Thomas B. Hall was made in 1902? A. More likely 1903, it was after I was in Pittsburgh.

Q. That was about the time shortly after you had been to Pittsburgh—wasn't it about the time you say you had been to Pittsburgh? A. It was after I was to Pittsburgh, I think, some months, but I can't tell.

THE COURT: March 31, 1904, I think that Hall deed is.

MR. ROSE: 1904?

THE COURT: March 31, 1904, according to my notes, Spear to Hall, Trustee.

Q. And you say that was about the time the Dubois claim was pending against Charley? A. That was my reason for putting the property out of his name; he requested me to do it.

Q. And you at his invitation went to the Colonial Trust Company in Pittsburgh and deposited a large sum of money there? A. He invited me to go to Pittsburgh with him, and he entertained me; he was at that time private secretary for James Deitrich, and I remained with him in Pittsburgh for some time; I think two weeks.

Q. Charley at that time was in a very prosperous condition? A. I was very proud of him then.

Q. A very prosperous man? A. Well, he was private secretary for James Deitrich.

Q. Mrs. Aleck, you say that during all of these years that you had an income of your own, that you had inherited money from your father's estate, from your mother's estate, and other estates? A. My grandfather's, Dr. Joseph Fifield, and property from my grandfather, Benjamin B. Cooper.

Q. And where was the property you inherited from him? A. The Homestead Farm.

Q. You didn't inherit any cash, did you, from him? A. Not from Grandfather Cooper, no indeed.

Q. When was the next inheritance you received? A. Must have been from my grandfather, Dr. Fifield.

Q. How long ago was that? A. I was a minor; it was a long time ago.

Q. How much did you inherit at that time? A. According to the records in Philadelphia, $11,000 in cash, and the real estate my brothers manipulated and I got very little from it.

Q. Charley didn't manipulate it away from you? A. No, sir.

Q. That was somebody else? A. My brother, Francis Lee Cooper.

Q. You say you inherited $11,000 when you were a minor? A. Yes, sir. My uncle, Dr. Townsend, was my guardian.

Q. And I understood you to say you were about seventy years of age? A. I didn't state my age.

Q. I understood you to testify when Mr. Tyler was examining you—I think you testified you were about seventy years of age. A. No, I said I was a minor, I positively did not.

Q. You are misunderstanding me or I am misunderstanding you. I understood you to say in answer to one of Mr. Tyler's questions the other day to say that you are now seventy years of age? A. Yes.

Q. I was right about that? A. Yes.

Q. This $11,000 you say you inherited— A. Yes, when I was a minor.

Q. And then an accounting was made to you at twenty-one? A. Yes, sir.

Q. How much money actually came to you from that accounting? A. It has been so long ago I can't tell.

Q. Was it $11,000? A. No, there were some sums deducted.

Q. You had been educated, maintained and supported from that? A. No, my mother educated me; my mother was very well off, she was my grandfather's only child.

Q. Were you in possession of that $11,000? A. I was. There were some deductions made for expenses; I can't say the exact amount.

Q. Well, Mrs. Aleck, will you please tell me why it was that in 1907 you allowed the Bergdoll Brewing Company mortgage and interest to rise to such a point that the property was in danger of being sold under foreclosure proceedings? A. Yes, I know all about it. I had always paid the interest on the Bergdoll mortgage very promptly. I used to go way out in West Philadelphia to their brewery to pay the interest, and they were very cordial, and invited me into the office and treated me to pretzels and beer—it was very funny about that, they said they didn't use that beer for their customers, they said, "We make this for ourselves and our friends; we don't sell it"—and then the old man and Mrs. Bergdoll died and their heirs called in all their New Jersey mortgages and they called mine in, and Mr. Samuel W. Beldon represented them and I went to Mr. Bel-

don and said, "I will have to have a little time to get the money to pay this off"—I had reduced the mortgage then, I think it was only about $6,000; I had paid off the other indebtedness—and Mr. Beldon said, "I will not allow them to foreclose, I will take care of you there," and he said how much he thought of my father, and I went to Mr. Scanlan and he loaned me the money to pay the Bergdoll mortgage, and after that—I knew so little about business I didn't know that Mr. Scanlan had bought the decree with the mortgage, and I paid the interest to Mr. Scanlan until I sold the property to Mrs. Smith in 1902.

Q. How much money did you pay at that time to Mr. Scanlan at the time you are just speaking of? A. Well, the settlement on it—

Q. The interest on it. A. The interest and settlement Mrs. Smith—that was part of the purchase price she assumed the Scanlan mortgage and she agreed to pay the interest and taxes and everything on it.

Q. But did she do it? A. No, sir.

Q. You were the trustee— A. I wasn't the trustee, I was the owner.

Q. I will correct that. That was included in the settlement by which you made a deed as attorney in fact for Charles C. Spear to the Locustwood Cemetery Company? A. Yes, Charley always told me he paid altogether something over $7,000. I saw the receipt.

Q. Charley said he had paid over $7,000? A. Yes, sir; but he didn't have to pay it.

Q. You said you saw the receipt? A. He showed me the receipt.

Q. Was that the receipt which you showed here the other day signed by Mr. Scanlan? A. I don't know.

Q. Would you think it was the same one? A. I don't know.

Q. It might be the same one? A. I never saw the receipt from Mr. Scanlan.

Q. But you did see the receipt for $7,000 which was paid by Charley on account of this Homestead Farm mortgage? A. That included the mortgage and the expense of foreclosure, $7,000 and something over.

Q. It might have been $8,100? A. No, it was seven, $7,000 and something over $7,000.

Q. About what time was that, Mrs. Aleck? A. That was when I was up in the mountains.

Q. In 1907? A. Yes, but Charley didn't have to use his own money; I had supplied the money.

Q. Charley did pay it? A. Yes, against my wishes.

Q. Then after that you say the next transaction in sequence as you remember it was this sale by you to the Locustwood Cemetery Company? A. It was to Mrs. N. J. Smith, I sold it as a farm to Mrs. Smith.

Q. To Mrs. Smith? A. Yes ,sir.

Q. Did you make a deed, Helen C. Douglas, attorney in fact, for Charles C. Spear? A. I did.

Q. Did you recite in that deed it was by virtue of a power of attorney that Charles C. Spear had given you in 1899? A. That power of attorney he gave me said it was all money supplied by me, so I am not afraid of that.

Q. Have you got that in writing? A. I have it—Mr. Tyler has it.

Q. The consideration of that— A. The power of attorney states that all the moneys were supplied by me, that is in Charley's own handwriting.

Q. This is the one you mean that was back in 1899? A. August, 1899.

Q. That was before the power of attorney was made by your son to you? A. That power of attorney states that all the moneys are supplied by me.

That is when he first began to manipulate my property and I had that to protect myself.

THE COURT: In that instrument do you find that Dr. Spear does certify to that?

MR. ROSE: He certifies in that he didn't pay the consideration mentioned in the deed from Michael Cotter to him, that deed was made back in 1888 or 1889, saying that the consideration mentioned in that deed from Cotter to Spear of 1889 was not his money; he didn't pay it.

THE COURT: You are speaking now of the Sheriff's sale?

MR. ROSE: That refers to a transaction back in 1889.

THE COURT: This doesn't refer to the Sheriff's sale?

MR. ROSE: No, this is back in 1889. We are talking about events that happened about that.

MR. TYLER: You asked her about the conveyance to Mrs. Smith.

THE COURT: You asked if she conveyed by virtue of the power of attorney to Mrs. Smith.

MR. ROSE: Yes, I did.

THE COURT: She said she did, and she said in that power of attorney that the consideration came from her.

In the power of attorney which Charles C. Spear gave to you, which is offered in evidence here, that is a power of attorney absolute upon its face, isn't it?

MR. TYLER: I think the power of attorney speaks for itself.

MR. ROSE: You can't answer the question.

A. Charley never made any claim to ownership of my property, but now he is trying to claim it through the power of attorney I always required from him because he held my property in my name.

Q. If that is so why did you execute another power of attorney; why did you accept another power of attorney from Charles C. Spear in 1910? A. In 1910?

Q. Yes. A. He had gone away, that is the time he left the country and the property—some of my property was in his name, I have forgotten just now what was in his name, and, of course, I required the power of attorney to get it back to my own.

Q. Why didn't you have it put in your name? A. Because I didn't wish to. Isn't that a good enough answer?

Q. I suppose it might have been, Mrs. Aleck, but I would like to know why you didn't have the title put in your name? A. I had always held it in the name of trustees.

Q. You are not answering my question.

MR. TYLER: Yes, she is.

Q. She is not; she may get around to it, but she hasn't started to. Why didn't you have the title to the property put in your own name; for illustration, why didn't you have the deed made direct from Michael Cotter to you instead of having the deed made

from Michael Cotter to Charles C. Spear? A. As I say, Charley had started then to manipulate my property. Mr. Cotter conveyed it to Charley; I didn't know anything about it; they were exchanging deeds all the time and I was very negligent. Mr. Cotter. I hadn't confidence in him, he was an illiterate man, my other trustees had been men of high standing, one was Hon. John Black, and the other, Dr. Bigney, Professor of Economics, University of Pennsylvania, and Mr. Cotter was a very illiterate man, and Charley manipulated him as he pleased; but yet Mr. Cotter was honest in his intentions and he gave me a deed of trust saying all the money in the property was mine.

Q. If you found that Charley had manipulated your transactions as early as the time when the Michael Cotter deed was made why did you so many years later, in 1910, again resume your confidence in him by putting titles in his name? A. I think I won't answer you. I could give you a reason but I don't know that it would be to my advantage to do it.

THE COURT: You had better do it, I think.

THE WITNESS: Well, one reason, Mr. Douglas was supposed to have been drowned, but I didn't know positively, and Charley always said, "Don't have the property in your name," always cautioned against me—

THE COURT: I think all that appears, Mrs. Aleck.

THE WITNESS: That was my reason.

THE COURT: Why did you select Charley; if you had lost confidence in Charley why did you select him?

THE WITNESS: I hadn't lost confidence in him.

Q. You said he had manipulated property away from you as early as the Cotter deed in 1889. A. I never lost confidence in him until he bought the property in his name at the Sheriff's sale.

Q. But at that time you did lose confidence in him? A. When?

Q. In 1907 when he bought the property at Sheriff's sale? A. Yes, and I made a great deal of trouble; I said I wouldn't have the property in his name, and he said he would convey it to Mr. French in trust for me, and when I read the deed and saw he made himself a remainderman I wouldn't sign, and I didn't sign only under drastic circumstances, which I will tell.

Q. After you had lost confidence in your son on two occasions, first Michael Cotter, and then at the time he had bought the property at Sheriff's sale, you had lost confidence in him entirely hadn't you? A. It was very wrong for him to buy the property in; I never lost confidence in him until then, 1907.

Q. Answer my question yes or no, please. You were very angry at Charley for buying that property in at Sheriff's sale in 1907 in his own name? A. I was, yes.

Q. And I suppose you scolded him very much for doing it? A. I did.

Q. Notwithstanding the fact he told you he had put in some seven or eight thousand dollars of his own money? A. Yes, I said, "Charley, let me pay you back,"—I could have borrowed the money—"and you take a mortgage, but I don't want you any longer to hold my property in your own name." I offered to pay him.

Q. Then that sale from Frank C. Somers, Sheriff, to Charles C. Spear, for the Cooper Homestead Farm was contrary to your wishes, wasn't it? A. Yes.

Q. It was against your will, wasn't it? A. It was.

Q. And it was without your consent? A. Yes, I was away, I didn't know anything about it until afterwards.

Q. You considered that Charley had bought that property in his own name and had paid his own money for it, is that a fact? A. I didn't like it, and I told him; I offered to pay him back what he had paid and to give him a mortgage.

Q. You say after you found your son had bought in the Cooper Homestead Farm at the Sheriff's sale with his own money that you then wanted to repay him. Would he accept a repayment from you? A. He said, "No, I wouldn't have a mortgage on my mother's property; it is all yours." He said he wanted me to own my property clear of mortgages; that is what he said.

Q. Your son refused to reconvey the property to you which he had bought at the Sheriff's sale upon repayment by you of the money which he had laid out himself to buy the property? A. He did refuse. I said, "There must be something done," and he said, "I will convey it to Mr. French in trust for you."

Q. But did he do it right away? A. Well, he did it as soon as I could compel him to do it; I kept scolding and scolding.

Q. You scolded him? A. I did.

Q. The Sheriff's deed was in October, 1907? A. Yes, and I can tell you—.

Q. I just want to fix the date; you and I might be mistaken about that. A. I am not mistaken.

Q. Then you and your son entered into a deed of trust with Thomas E. French, an attorney-at-law of Camden, after that time? A. Everything was to be deeded to Mr. French in trust for me.

Q. Mrs. Aleck, you say in October, 1907, Charley had bought in the Cooper Homestead Farm at the Sheriff's sale with his own money?

THE COURT: October, 1907?

MR. ROSE: That is an established fact, isn't it?

THE COURT: Are you sure it was October 7, 1907?

MR. TYLER: October 8, 1907.

THE COURT: The declaration of trust from French to Dr. Spear was in February, and that was the following October, was it, February, 1907?

MR. ROSE: My records show—

THE COURT: I have it February 26, 1907.

MR. ROSE: If the Court please, my memorandum of title shows that the deed from Frank C. Somers, Sheriff, was made to Charles C. Spear, October 8, 1907, for 153 acres; that is what my memorandum shows. If it isn't right I would like Mr. Tyler to correct me now.

THE COURT: It seems to me there ought not to be any dispute about it, haven't you that before you?

MR. ROSE: I have my memorandum of title.

MR. TYLER: You have the deed itself in evidence?

MR. ROSE: Yes.

Q. Then after that time you and your son talked about the matter quite a good bit? A. Yes, sir.

Q. You were disgusted with Charley because of what he had done, weren't you? A. I was very much provoked, yes.

Q. And after some little time you and he agreed to enter into some new arrangement, isn't that so? A. I insisted that the property be conveyed back to me.

Q. Well, as a matter of fact. you and your son made a deed to Thomas E. French for the Cooper Homestead Farm, isn't that so? A. I had nothing to do with the drawing of that deed; Charley drew the deed and read it to me and it didn't please me and I didn't sign it until sometime afterwards, and then under drastic circumstnaces, which I would rather not tell.

Q. You and Dr. Spear executed a deed to Thomas E. French as trustee for you and Charles C. Spear for the Cooper Homestead Farm? A. It was very much against my wishes.

Q. Answer the question whether you signed it or not? A. I did under drastic circumstances. I am going to relate them now.

Q. Wait a minute, Mrs. Aleck; you will have an opportunity to explain what you want to say. I want to get my questions in in the order in which they come. A. That was written by Dr. Spear and I didn't approve of it.

THE COURT: You can explain that later, Mrs. Aleck.

Q. On September 28, 1908, a deed was made to Thomas E. French of the second part and Helen C. Douglas and Charles C. Spear of the third part for the 153 acres known as the Cooper Homestead farm? A. The entire farm.

Q. And that deed recited—

THE COURT: Who was the first part?

MR. ROSE: A conveyance by Charles Cooper Spear to Cyrus D. Marter, and Cyrus D. Marter and his wife conveyed as parties of the first part to Thomas E. French, Trustee, of the second part, and Helen C. Douglas and Charles Cooper Spear, parties of the third part, and that deed set up that the title was conveyed to Thomas E. French for the following uses and purposes, and so forth, one of which was that Mrs. Aleck, then Mrs. Douglas—

MR. TYLER: Doesn't the deed speak for itself, Mr. Rose? As far as the titles are concerned I have a West Jersey search, it starts back with the Somers deed and goes down to the Aleck deed, and I would be glad—

MR. ROSE: I haven't had an apportunity, Mr. Tyler, of examining it. I told you if I saw it sometime I might agree on it, but you haven't shown it to me.

MR. TYLER: I would be very glad to put that in evidence and let your Honor have the benefit of it, because that starts with the Somers' deed and comes clear down.

THE COURT: I think it would be well if counsel can agree on it.

MR. ROSE: We will try to, but I would like an opportunity of looking at it first. Judge Boyle is going to look at it and if he says it is all right I will have no objection.

Q. Then Mr. French held the title to the Cooper Homestead Farm under that deed as trustee for you and your son, Charley? A. He held it as trustee for me; Charles was the remainderman; it never came to him until after my death.

Q. Never came to Charley until after your death, under that deed? A. No.

Q. That was arrived at by reason of arrangements and talks which you had with your son after the Sheriff's deed from Frank C. Somers to Charles Cooper Spear; isn't that so? A. It was not arranged according to my wishes .

Q. You testified this afternoon after you went on the stand, Mrs. Aleck, to something—I can't recall exactly what it was, but it drew to my mind this question. There was something about your confidence in Charley. Do you remember an occasion when you went into the office of Prosecutor Wescott not long ago and had a talk with Prosecutor Wescott about your son, Charley, sometime in November, 1924? A. I don't remember what took place, but I did go.

Q. And Charley was the subject of your conversation, wasn't he? A. He probably was.

Q. And did you tell the Prosecutor that you had all the confidence in the world in Charley? A. I don't recall anything of the kind.

Q. Did you tell him he hadn't wronged you? A. It wasn't under discussion, and there was nothing of the kind brought up or nothing said.

Q. Did you tell Prosecutor Wescott that Charley had nothing whatever to do in enticing you away from the hearing before Vice Chancellor Leaming, do you remember that? A. No, I don't know what I said to him.

Q. Do you remember the next day being subpoenaed before the Grand Jury of this county and giving testimony against Charley? A. To give testimony against him?

Q. Yes, you went before the Grand Jury and testified against Charley Spear, didn't you? A. No.

Q. What did you go there for? A. I went there to help him out, to testify in his favor.

Q. What did you say? A. Indeed I don't know.

Q. Did you testify before the Grand Jury that Charley had always been a just— A. Such questions were never asked, never brought up.

Q. What did you tell the Grand Jury about Charley? A. Well, you find out.

THE COURT: I guess you will never find out, Mr. Rose; that is purely a matter of secrecy.

MR. ROSE: I understand the rule is the Grand Jurors are not permitted to testify to anything that happens in the jury room.

THE COURT: Who else is there that knows?

MR. ROSE: Mrs. Aleck would know.

THE COURT: You are bound by what she says, because you can't contradict it. If you want to go ahead I won't—

MR. ROSE: Judge Boyle says this is O. K.

MR. TYLER: I offer this, this title policy.

(Said paper marked Exhibit C-45.)

MR. TYLER: Here is one covering the title to the Collingswood house.

(Said paper marked Exhibit C-46.)

BY MR. TYLER:

Q. Is there anything you would like to explain? A. Yes.

Q. All right, what is it about? A. How I came to sign that deed to Mr. French with Charley remainderman.

Q. Yes, you may explain that if you wish. A. When Charley read me the deed I objected to it most seriously. I have always been opposed to a remainderman, and at length I signed it because a Domingo negress told me she had a marriage certificate saying she was married to my son, and Charley was agitated and told me I had better sign to save the property, and that is why I signed it, but I never approved of that deed.

MR. ROSE: If the Court please, I want to call your Honor's attention to—in this search which Mr. Tyler offered, Search Order No. 12974, there appears after Item 10 in the search, "Note Deed, Emma A. Kaier to Helen C. Douglas—

MR. BOYLE: That isn't the one the Vice Chancellor has.

MR. ROSE: Oh, beg pardon. Now, I get to it. Mr. Tyler has asked us to consent to this search which I have in my hand which relates to the Collingswood properties; in this search after Item 10 a deed is noted from Emma A. Kaier to Helen C. Douglas, dated July 22, 1908, recorded September 25, 1908, Book 331, Page 234, covers premises in question. I object to the search so far as that item is concerned because in this chain of title there is nothing to show the title was ever in the name of Emma A. Kaier. I have no knowledge of it, and so far as that part of the title is concerned we object to it. So far as the other items are concerned we say it is all right.

Q. I would like to ask you about that, Mrs. Aleck; can you explain the deed from Emma A. Kaier to you back in 1908 in the Collingswood property? A. I explained at the time to the West Jersey Title Company and they said that was sufficient. I am blind almost and I gave them that deed without knowing it, I thought it was another deed, and they said it was all right; they left it out.

Q. It doesn't belong on this search? A. Yes.

MR. TYLER: It is only noted as a comment. I will strike that out.

MR. ROSE: All right.

MR. TYLER: I offer in evidence then the West Jersey Title & Guaranty Company search 13228, covers the lot only—no, that covers the house.

(Said search marked Exhibit C-46.)

MR. TYLER: The witness says there were no transfers to speak of of the lot, that it was bought in in Mr. Scanlan's name and Mr. Scanlan held it until the deed was stolen from her.

THE COURT: How do you claim any justification for the conveyance for the lot to the Equitable Estates Corporation. How does Dr. Spear claim any rights in that, unless by gift?

MR. ROSE: To which lot is that?

THE COURT: Adjoining the residence in Collingswood.

MR. ROSE: Because we have a receipt from Mrs. Aleck in her own handwriting saying that money that was sent to her by Dr. Spear was used by her in the purchase of that lot.

MR. TYLER: Where is that receipt?

THE COURT: I had reference to the lot.

MR. ROSE: Yes, the lot adjoining the residence property.

THE COURT: Not the lot with the house on it, the adjoining lot?

MR. ROSE: Yes, that is the one I refer to. Her receipts show that money was used by her for the purpose of buying that lot.

MR. TYLER: Where is that receipt?

MR. ROSE: I have it in my files, Mr. Tyler. I will show to you as soon as I can get to it.

MR. TYLER: It is being referred to and I think we ought to have it.

MR. ROSE: This is Exhibit D-27, and under the date of February 17, 1904, $450.00, and then there is another one immediately under that for $200.00, and then these words "Used to pay for lot adjoining 23 East Stiles Avenue."

THE COURT: Hand it to Mr. Tyler; he wants to see it.

MR. ROSE: There it is, Mr. Tyler. While they are discussing that, may I put Dr. Spear on the stand to explain the Shoemaker & Busch matter?

CHARLES C. SPEAR, recalled.

BY MR. ROSE:

Q. You heard your mother testify that she paid a claim of Dubois against you for $3,400 or $3,500; will you please state the circumstances under which that claim was paid and how it was paid?

THE COURT: She said she paid it with his money, as I understood her.

Q. Do you remember going to Pittsburgh with your mother about that time? A. Yes.

Q. Did you go to the Colonial Trust Company of Pittsburgh? A. Colonial Trust Company or Colonial Savings Bank, I don't recall the title.

Q. Did you make a deposit in that bank? A. Yes, sir.

Q. How much was it? A. I think it was an even $3,500.

Q. Was it put in your mother's name? A. It was, yes.

Q. What was that money put there for? A. That money was paid to me by Mr. DuBois on account of a coffee contract, and I deposited it there in her name because I had plenty of available funds with John May Company and the Union National Bank of Pittsburgh, so I left that money deposited there in her name.

Q. Did you tell her at the time why that money was being deposited in the Pittsburgh bank? A. Yes.

Q. What it was for? A. Yes, sir.

Q. Did you tell her it was for the purpose of paying the Dubois claim? A. There was no claim there. Let me explain that.

Q. I know, but you paid Dubois $3,500? A. No, sir, not at that time. I can explain it better. I went down to Nicaragua and the political situation was unsatisfactory and I found that I couldn't make delivery of the coffee, so Dubois would then be entitled to receive back his $3,500 which he had paid me on account, and I wrote to my mother to return the money and for some reason or other she delayed and Dubois got anxious about it, and as I understand it he commenced some kind of a suit, and then she paid the money. This money which had been deposited in her name in the Colonial Trust Company of Pittsburgh the man was entitled to receive, and she should have paid it promptly.

Q. That item of $3,500 was exclusive of these other moneys you sent to your mother from time to time to be used in reference to the Cooper Homestead and Collingswood properties? A. Yes, sir.

Q. Now, did you or did you not very largely contribute toward your mother's support during the many years last past? A. Many years.

Q. Have you any idea as to how much money you have sent your mother? A. I never kept any account; I sent her checks and drafts from time to time, practically all I had besides what I required for my own personal expenses, and when I went away in 1910 nearly all my checks were at the farm, hundreds of them, and I have never been able to recover them since. Those checks we have been exhibiting don't represent ten percent. of the amount I sent her, of which I have no record.

THE COURT: Aren't you going back over the ground which you undertook to cover once before?

NO CROSS EXAMINATION

MR. ROSE: The Doctor calls my attention to the Shoemaker & Busch claim that Mrs. Aleck said she paid, I would like that explained.

THE WITNESS: That was a bill of drugs, $1,000, approximately, to be shipped to Nicaragua on a certain steamer, and I went ahead and the drugs didn't arrive as agreed upon, and I didn't receive them, and my agent later on, after I had gone up the country, did receive them, and as a result Shoemaker & Busch wanted me to pay them anyway, and I did. The matter was settled by Samuel Richards here in Camden; I paid the money here. My mother may have paid out of money I had sent her, $200.00 on account of that, but I paid $800, $800 and some odd dollars to Shoemaker & Busch—to Samuel Richards to adjust the claim. After I returned there was a small balance due VanDusen which she did pay out of money I had sent for that purpose.

Q. You say your mother only paid $200 on account of that? A. It couldn't have been more because I paid $800, and the original bill was only $1,000.

HELEN C. ALECK, recalled.

BY MR. TYLER:

Q. I show you what purports to be an agreement of sale for the purchase of lot No. 5, between the Homestead Improvement Company and Helen C. Douglas; did you get that when you bought the property? A. I did.

Q. That is in your name? A. Yes. What is this?

Q. The agreement of sale only, not the deed. A. I made that with Mr. Kelly, John M. Kelly.

Q. Then you subsequently took the deed for it, did you? A. Yes.

Q. Is that the deed? A. Yes, sir.

THE COURT: Which property is that?

MR. TYLER: The lot adjoining the property.

THE WITNESS: I bought it from the Homestead Improvement Company in the name of John A. Scanlan.

MR. TYLER: I offer those; those are the only two papers down to the unrecorded deed from Scanlan to Douglas.

(Said papers marked Exhibits C-47 & C-48.)

Q. Exhibit D-27 appears to be a memorandum, and there is an item February 4, 1904, $400.00, February 17, 1904, $450.00, March 28, 1904, $200.00, used to pay drafts for C. C. S. on H. C. D. and payable to Ripley & LeBurn, and used to pay for lot adjoining 23 E. Stiles Avenue. That is nearly six months, more than six months, after your agreement of sale is dated— A. That must have been money I gave him—I did give him.

THE COURT: Money you gave who?

THE WITNESS: My son.

Q. March 28th, $200.00, and used to pay for lot adjoining 23 E. Stiles Avenue. I would like to know whether Dr. Spear ever sent you money that you used to pay for the lot adjoining 23 E. Stiles Avenue? A. He did not. I bought all the properties without his knowledge. He never knew anything about them until after I had them two or three years.

Q. He was away at that time, wasn't he? A. Yes.

Q. Where was Dr. Spear at that time? A. He resided at Yucatan when I bought the residence.

Q. Did you consult him at all about buying the residence? A. I did not.

Q. Did you consult him about buying the lot? A. No, sir.

Q. When did he first know about your buying it? A. When he came home I was living in the house.

Q. When was that, how long afterwards? A. I can't say, but I should say it was probably a year—might have been less time.

MR. TYLER: The complainant rests.

MR. ROSE: I am going to ask the stenographer to mark all these letters as exhibits, if the Court please. I think some are marked.

THE COURT: Don't make me wait, though, while you find out; I am about ready to adjourn.

MR. ROSE: I offer these exhibits in evidence. They are only marked for identification; now I offer them in evidence.

THE COURT: All right, mark them up.

MR. TYLER: I wanted to put in evidence this power of attorney Mr. Rose used, 1899.

(Said paper marked Exhibit C-49.)

MR. BOYLE: As to the 13.30 acres involving the Locustwood Cemetery Association, for whom I appear on the record, there is no dispute about that?

MR. TYLER: I don't think it is involved in this particular suit, although we don't concede title to the Locustwood Cemetery Association to that tract.

MR. BOYLE: You are not seeking a decree against them.

MR. TYLER: It is not a part of our bill.

At this point an adjournment was taken until Wednesday, February 11, 1925, at 10 o'clock A. M.

Camden, N. J., February 11, 1925.

Trial of the cause resumed on the above date, pursuant to adjournment, at 10 o'clock A. M.

HELEN C. ALECK, recalled.

BY MR. TYLER:

Q. Mrs. Aleck, you are not in possession of your home at Collingswood, are you? A. No, sir.

Q. You are living with whom? A. Mrs. Fullmer in Atlantic City.

Q. Aside from this property, the farm, residence and lot, what are your means, do you have means to live independent of this? A. I have not.

Q. Have none? A. No.

CROSS EXAMINATION

BY MR. BOYLE:

Q. You are married, Mrs. Aleck? A. I married Mr. Aleck on the 14th of May.

Q. Your husband supports you? A. He has supported me, yes.

Q. I am asking you to look at the letter that I have in my hand, the envelope enclosing it, and ask you if that is in your handwriting? A. It looks like it.

Q. Hasn't Mr. Tyler some money that belongs to you, Mrs. Aleck? A. Have you, Mr. Tyler?

Q. I am asking you. Isn't there $1,300 in his possession that belongs to you? A. He says he is holding it in trust for me, doesn't he?

Q. Well, it is your money, isn't it? A. Yes.

Q. What other money have you besides that? A. I have no money.

Q. You have that $1,300, haven't you? A. Mr. Tyler will have to explain that. I paid expenses into which the Equitable Estates Corporation led me; that money, I understand, was to liquidate those expenses, wasn't it, Mr. Tyler?

MR. TYLER: I will bring it out, you explain it in your own way.

THE WITNESS: I know they led me into terrible expenses which took all Mr. Aleck and I could command.

Q. In this letter you gave permission to your son to occupy the house, didn't you? A. Under certain conditions, yes, only temporarily. I invited him to stay over the holidays, but he made it impossible for me to remain there; he set his Indian to spy on me, to steal my mail, and he treated me outrageously, and he struck me, and I couldn't remain.

MR. BOYLE: I offer that in evidence.

THE COURT: Let it be marked.

(Said letter had been heretofore marked Exhibit D-49.)

Q. Don't you get an annual rent of $200 from the farm? A. Yes, I do, but I have been obliged to expend that and a great deal more in contesting the troubles he has brought upon me.

Q. That is the Cooper Homestead Farm? A. Yes, it is just a nominal rent for a portion of the farm, and that I am obliged to pay out and a great deal more, to lawyers to defend me and keep everything from going out of my possession.

Q. Your husband supports you? A. He has always supported me.

BY MR. TYLER:

Q. You have paid the interest on the mortgage on the farm of $3,800? A. Yes. What I received was only a drop in the bucket to what I expended.

Q. And paid taxes and fire insurance? A. Yes, sir.

Q. The $200.00 wouldn't near meet those expenses alone? A. No ,sir.

Q. The interest alone is $228.00, something like that? A. Yes.

THE COURT: What about the $1,300.00?

THE WITNESS: Allow me to say another thing, Judge. May I be permitted to say something? I want to call the attention of the Court to the fact that I have always cared for and supported and educated my son since he was two years old, and I never sent

him to public schools. I sent him to expensive schools, gave him every educational advantage—

THE COURT: I wouldn't go any further with that.

Q. Mrs. Aleck, the mortgage on your residence property was being foreclosed by Mr. Nixon? A. Yes, sir, it was caused by the Equitable Estates Corporation. I could have held that property without any expense whatever.

Q. In addition to the mortgages what other claims were against the property? A. Because I couldn't get the money. I explained that the Pen Esterbrook Company advanced me $3,000, and they held it for me for six weeks.

Q. What was that to take care of? A. Cancel the Nixon mortgage and to use the other $1,000 toward the repairs I was making on the property. I had already spent five or six hundred dollars, and when I couldn't get that money because of the Equitable Estates Corporation, I wasn't able to pay the other tradesmen.

Q. Were there some mechanics' liens filed? A. It was through Mr. Bird they were filed. They wouldn't have been filed if he hadn't come to Camden and gave them to understand I had illegally contracted those bills, and the property didn't belong to me, it belonged to the Equitable Estates Corporation, and they wouldn't pay them because they hadn't contracted them, and that made these tradesmen look on me as a cheat, and they filed the liens, otherwise they would have waited until I paid them.

Q. Did they file liens? A. Yes, sir.

Q. Do you know what was the amount of the decree, including the mortgage, mechanics' liens and costs entered in the case? A. Something between thirteen and fourteen hundred dollars, wasn't it?

Q. Over and above the mortgage? A. Yes.

Q. Making a total of about $3,300 or $3,400? A. Yes.

Q. Now, then in order to prevent a foreclosure you got someone to take the mortgage for $2,000? A. Yes, sir.

Q. Who put up the other $1,300? A. I did.

Q. And that is now in the decree, isn't it? A. Yes, sir.

Q. So that the decree is held by the mortgagee for $2,000, which mortgage I represent? A. Yes.

Q. And the other $1,300 you had to get together yourself? A. Yes, I did.

Q. In order to prevent a sale? A. Yes, in order to keep the home from being sold by the Sheriff, it was the only home I had.

Q. Was that the $1,300 referred to as the equity in the decree over and above the amount of the mortgage? A. Yes, sir. I have a written statement to that effect.

Q. I gave you that? A. Yes, sir.

Q. Now, how did you get the $1,300—I ask you for the purpose of showing what resources you have—in order to protect yourself that time? A. It was what Mr. Aleck and I had saved.

Q. Took all your savings? A. All our savings, yes.

BY MR. BOYLE:

Q. Witness is shown a paper, letterhead of Hobart S. Bird, "Received from Charles C. Spear $275 to be used in settling liens filed against 23 E. Stiles Avenue." Was that money paid by your son for those liens? A. No, I paid the liens in full; didn't I, Mr. Tyler?

Q. Didn't your son pay $275 toward those liens? A. I don't know what he paid, but I paid the full amount of the liens.

MR. BOYLE: Mr. Bird isn't here; I don't know whether we can introduce it.

MR. TYLER: I will consent to it.

MR. BOYLE: I will offer that, if the Court please.

(Said letter marked Exhibit D-81.)

BOTH SIDES REST

Search No. 36462-36941. (EXHIBIT C45)

Against premises situate in the Township of Delaware, County of Camden and State of New Jersey, described as follows:

BEGINNING at a stone in the Whiskey Road, corner to Stoy's land; thence along line of the Indian Orchard Tract, South 32¼ degrees East 17 chains 6 links, more or less, to the middle of the Landing Road, at a point therein distant 10 chains 96 links from the middle of where the said Whiskey Road crosses same; thence along the middle of the Landing Road, and along lands of Kaighn, late Ellis and Lippincott, South 34 degrees 30 minutes West 49 chains 67 links to an iron plug in an angle of said Landing Road, and joining lands of said Lippincott; thence still by said Lippincott's land, and along the middle of said Landing Road, crossing said Turnpike, South 51 degrees 37 minutes West 22 chains 7 links, more or less, to an iron plug corner to Budd farm; thence by same, North 53 degrees West about 8 chains 82 links, to an iron plug in the middle of said Turnpike; thence still by said Budd farm, and along the middle of said Turnpike, North 71 degrees 45 minutes West 12 chains 60 links, to another corner of said Budd farm in the middle of said Turnpike marked by an iron plug; thence by lands of Nicholson, late Moore and Stoy, North 43 degrees 2 minutes East, 81 chains 97 links to the place of beginning.

Containing 153.77 Acres, and known as the Cooper Homestead farm.

EXCEPTING thereout and therefrom, the following described tract:

BEGINNING in the centre of the Marlton Turnpike, at a point 750 ft. West from the intersection of the middle line of Cooper Landing Road with the centre of said Marlton Turnpike; thence parallel with the

West line of the whole tract, North 650 ft.; thence West, at right angles to said line, to said West line; thence South, along the same, to the centre of said Marlton Turnpike; thence East, along the middle of said Turnpike, to the place of beginning.

Containing 13.30 Acres, more or less.

The West Jersey Title and Guaranty Company, in consideration of the charges on the within Search, hereby certifies and guarantees that no Unsatisfied Mortgages, and no Conveyances, Leases, Certificates of Sale for Taxes, Lis Pendens, Releases or Assignments of Mortgages, Mechanics' Lien Claims, Judgments, Attachments, Sheriff's Bond, Forfeited Recognizances, Decrees from Chancery, Filed in Supreme Court appear of record or on file, made by or against any of the persons named below, in the respective Offices and within the respective periods hereinafter particularly enumerated, to wit:

In the Register's Office of Camden County, there do not appear of record or on file any unsatisfied Mortgages, or any Conveyances, Leases, or Certificates of Sale for Taxes, affecting the above described premises.

Given by or filed against	Recorded or filed between the following dates, incl.
Charles C. Spear,	
	From October 8, 1907, to June 24, 1914, 8 AM
Leslie M. Holloway,	
	From February 20, 1910, to June 24, 1914, 8 AM
Cyrus D. Marter,	
	From September 27, 1908, to June 24, 1914, 8 AM
Thomas E. French, Trustee,	
	From September 27, 1908, to June 24, 1914, 8 AM
Helen C. Douglas,	
	From September 27, 1908, to June 24, 1914, 8 AM
George H. Aleck,	
	From June 22, 1914, to June 24, 1914, 8 AM

In the Office of the Clerk of Camden County, or of the several Courts of said County, of the New Jersey Supreme Court there do not appear of record or on file any Mechanics' Lien Claims affecting said premises, or Judgments, Attachments, Sheriff's Bonds, Forfeited Recognizances, Decrees from Chancery or other Liens.

Against	Recorded or filed between the following dates, incl.
George H. Aleck,	From June 1, 1894, to June 24, 1914, 8 AM
Charles C. Spear,	From June 1, 1894, to June 24, 1914, 8 AM
Leslie M. Holloway,	From June 1, 1894, to June 24, 1914, 8 AM
Cyrus D. Marter,	From June 1, 1894, to June 24, 1914, 8 AM
Thomas E. French, Trustee,	From June 1, 1894, to June 24, 1914, 8 AM
Helen C. Douglas,	From June 1, 1894, to June 24, 1914, 8 AM

And it is further certified, that there do not appear of record any Assignments, or Releases of the Mortgages hereinafter mentioned as Nos. 1, 11, 26, recorded in Book 110 of Mortgages, pages 583 &c., Book 121, Page 468; Book 133, Page :

Nor any delinquent taxes affecting said premises within three years last past, except the following:

Note Deed.
Frank C. Somers, Sheriff, Michael Cotter, Helen C. Douglas, Thomas Forsythe, Sheriff, The Hammonton Building and Loan Association, Scudder Lumber Company, Charles B. Coles, Augustus Echlinger and Herman Fuchs, trading as Echlinger & Fuchs, Decorating Company, Henry Fredericks, Frederick A. Rex, State of New Jersey,
Defendants.
The Louis Bergdoll Brewing Company,
Complainant,
to
Charles C. Spear
Dated, Oct. 8, 1907
Rec. Oct. 9, 1907
Book 322, Page 11
Recites foreclosure of Mortgage 33-611
Bill Filed Dec. 13, 1901
French & Richards, Solicitors.
Covers premises in question, with other land.

1. Mortgage, $2,500.00.
Foreclosed, See item No. 25.
Charles C. Spear, single
to
Thomas E. French
Dated Aug. 20, 1908
Rec. Aug. 21, 1908
Book 110, page 583
$2,500.00 1 year 6%
Covers premises in question.

2. Asst. Mtge.
Thomas E. French
to
The Camden Safe Deposit and Trust Company
Dated Aug. 20, 1908
Rec. Aug. 21, 1908
Book 36, page 608
$2,000.00 Consideration
Mortgage 110, page 583, item No. 1.

3. Asst. Mtge.

The Camden Safe Deposit	Dated June 1, 1909
and Trust Company	Rec. June 2, 1909
to	Book 38, page 79
Lillian Mosebach	$2,500.00 Consideration

Mortgage 110, page 538; item No. 1.

4. Asst. Mtge.

Lillian Mosebach	Dated June 5, 1911
to	Rec. June 8, 1911
George H. Aleck	Book 40, page 508
	$2,500.00 Consideration

Mortgage 110, page 583; item No. 1.

5. Asst. Mtge.

George H. Aleck	Dated Dec. 5, 1911
to	Rec. June 7, 1912
Allen M. Craig	Book 41, page 643
	$2,500.00 Consideration

Mortgage 110, page 583; item No. 1.

6. Asst. Mtge.

Allen M. Craig	Dated Jan. 31, 1914
to	Rec. March 12, 1914
Josephine Allen	Book 44, page 257
	$2,500.00 Consideration

Mortgage 110, page 583; item No. 1.

7. Deed.

Charles C. Spear	Dated Sept. 28, 1908
to	Rec. June 21, 1909
Cyrus D. Marter	Book 337, page 614

Covers premises in question, with other land.

8. Deed.

Cyrus D. Marter	Dated Sept. 28, 1908
Eleanor H., his wife,	Rec. June 21, 1909
to	Book 337, page 616
Thomas E. French	
Helen C. Douglas	
Charles C. Spear	

Covers premises in question, with other land.

NOTE:—Helen C. Douglas and Charles C. Spear join herein to be bound by the covenants and agreements herein contained.

9. Deed.

Thomas E. French,	Dated Feb. 21, 1910
Trustee,	Rec. Mar. 31, 1910
Helen C. Douglas	Book 346, page 266
Charles C. Spear	
Cyrus D. Marter	
to	
Leslie M. Holloway	

Covers all the parts of the farm, plantation and tract of land known as the Cooper Homestead Farm, situate in Delaware Township excepted from the grant to Floyd H. Bradley, bearing even date herewith being the triangular piece South of the Marlton Turnpike and a tract at Northwest Corner of the Cooper Landing Road and said Marlton Turnpike commencing at a stone in middle of said Turnpike at intersection with Cooper Landing Road; thence along middle line of said Marlton Turnpike West 750 ft. to place of commencement described of tract conveyed to the Fernwood Cemetery Association; thence North along East line of said tract, 650 ft.; thence North parallel with Cooper Landing Road 1350 ft.; thence East at right angles to Cooper Landing Road to middle of same; thence South along middle of said Cooper Landing Road to the place of beginning.

10. Power of Attorney.

Charles C. Spear	Dated June 14, 1910
to	Rec. Dec. 2, 1910
Helen C. Douglas	Book 352, page 456

Party of the first part appoints a party of the second part his true and lawful attorney.

11. Mortgage, $3,500.00.

Foreclosed. See item No. 25.

10

Leslie M. Holloway	Dated June 7, 1911
Althea, his wife,	Rec. June 23, 1911
to	Book 121, page 468
Theodore G. Brinton	$3,500 within 3 yrs. 6%

Covers same as Deed 346, page 266; item No. 9.

12. Asst. Mtge.

Theodore G. Brinton	Dated Mar. 31, 1913
to	Rec. Apr. 2, 1913
20 Sumner G. Brosius	Book 43, page 64
	$1.00 Consideration

Mortgage 121, page 468; item No. 11.

13. Asst. Mtge.

Sumner G. Brosius	Dated June 23, 1913
to	Rec. June 24, 1913
P. M. Sharples	Book 43, page 286
	$1.00 Consideration

Mortgage 121, page 468; item No. 11.

30

14. Asst. Mtge.

Philip M. Sharples	Dated Jan. 31, 1914
to	Rec. Mar. 12, 1914
Josephine Allen	Book 44, page 256
	$3,500.00 Consideration

Mortgage 121, page 468; item No. 11.

15. Judgment, $246.98
Not a lien. J. B. Tyler.

Scudder Lumber Co.
vs.
Helen C. Douglas

Circuit Court. On Contract, Default,
Entered Oct. 25, 1894
Book "H" page 668
Amount $246.98
J. E. Borton, Attorney

16. Judgment, $82.40.

Charles B. Coles
vs.
Helen C. Douglas

Common Pleas. On Contract. Docketed Feb. 8, 1895
Book "C" page 464
Amount $82.40
Wm. D. Lippincott, Attorney.

17. Judgment, $81.33.
Not a lien. J. B. Tyler.

August Euhlinger
Herman Fuchs
trading as Euhlinger & Fuchs Decorating Co.
vs.
Helen C. Douglas

Common Pleas. On Contract. Docketed June 3, 1895. Book "D" page 6
Amount $81.33
Howard Carrow, Attorney.

18. Recognizance, $500.00.
Cancelled, 6-8-14. West Jersey Title & Guaranty Co., C.

George Aleck
to
The State
Bail for George Aleck

Filed May 16, 1912
Book 3, page 3
$500.00.

19. Recognizance, $500.00.
Cancelled 6-8-14 C. West Jersey Title & Guaranty Co.

George H. Aleck
to
The State
Bail for George H. Aleck

Filed May 16, 1912
Book 3, page 3
$500.00.

20. Recognizance.
Cancelled, 6-8-14 C. West Jersey Title & Guaranty Co.
George H. Aleck
to
The State
Bail for George H. Aleck

Filed May 16, 1912
Book 3, page 3,
$500.00.

21. Judgment, $98.30.
Foreclosed. See item No. 25.
J. B. VanSciver Company
vs.
Charles C. Spear

Common Pleas, on Contract
Docketed from District Court
Saml. P. Jones, Judge.
Judgment recovered
2-10-1910
Judgment docketed
2-14-1910
Book "F" page 17

Amount,	$86.40
Dock.,	2.50
Costs,	9.40
	$98.30

Wilson & Carr,
Attorneys.

22. Recognizance, $300.00.
Not a lien. See item No. 9.
Charles Spear
to
The State
Bail for Charles Spear

Filed June 6, 1910
Book 3, page 311
$300.00

23. Judgment, $397.19.
Foreclosed. See item No. 25.

Philadelphia Farmer's	Circuit Court on
Supply Company	Contract
vs.	By Default
Charles C. Spear	Entered July 15, 1910
	Book "J" Page 277
	Damages, $367.68
	Costs, 29.51
	Total, $397.19 10
	Wilson & Carr,
24. Taxes for the year 1914.	Attorneys.

25. Deed.

Joseph E. Nowrey, Sheriff,	Dated June 23, 1914
Thomas E. French,	Rec. June 23, 1914
Trustee,	Book 389, page
Floyd H. Bradley	
J. B. VanSciver Company	
Philadelphia Farmers	
Supply Company	20
Leslie M. Holloway	Recites Foreclosure of
Althea Holloway	Mortgages 110, page 583
Charles C. Spear	and 121, page 468
P. M. Sharpless	Bill filed—
(Philip M. Sharpless)	Joseph Beck Tyler,
Defendants.	Sol'r.
Josephine Allen,	
Substituted Complainant	
to	
George H. Aleck	30

Covers premises in question.

26. Mortgage, $3,800.00.

George H. Aleck, single	Dated June 23, 1914
to	Rec. June 23, 1914
Josephine Allen	Book, 133, page

Covers premises in question $3,800.00 exp. 1 yr. 6%.

27. Deed.
George H. Aleck — Dated July 27, 1916
to — Book 410, page 238
John A. Scanlan

28. Declaration of Trust.
Helen C. Douglas — Dated Nov. 2, 1917
to — Recorded Sept. 2, 1921
Charles C. Spear — Deed book 492, page 79,
etc.

29. Deed.
John A. Scanlan — Dated June 14, 1920.
to — Book 470 of deeds, page
George H. Aleck — 552.

30.
George H. Aleck, — Dated June 7, 1912
(single) — Recorded June 28, 1920
to — Book 472, page 50 &c.
Helen C. Douglas

In verification of this Certificate of Search No. 36462 the West Jersey Title and Guaranty Company hath caused these presents to be sealed with its Seal, attested by its Secretary and countersigned by its Search Clerk, this twenty-fourth day of June, Anno Domini, ninteen hundred and fourteen, 8 A. M.

M. A. EDWARDS,
Search Clerk.

Attest: Wm. S. Casselman, Secretary.

Charges $25.74.

Search No. 15075. (EXHIBIT C 46)

Against Premises situate in the Borough of Collingswood, County of Camden and State of New Jersey, described as follows:

BEGINNING in Northwest line Stiles Ave. 200 ft. Northeast of Haddon Ave.; thence Northeast along Stiles Ave. 50 ft.; thence Northwest 134.2 ft.; thence South 28 degrees, 9 minutes, 50 seconds West 50.099 ft.; thence Southeast 137.36 ft. to Beginning.

Lot 5 Plan of Homestead Tract.

The West Jersey Title and Guaranty Company, in consideration of the charges on the within Search, hereby certified and guarantees that no Unsatisfied Mortgages, and no Conveyances, Leases, Declarations of Sale for Taxes, Lis Pendens, Releases or Assignments of Mortgages, appear of record or an file, made by or against any of the persons named below, in the respective Offices and within the respective periods hereinafter particularly enumerated, to wit;

In the Register's Office of Camden County there do not appear of record or on file any Unsatisfied Mortgages, or any Conveyances, Leases or Declarations of Sale for Taxes, affecting the above described premises.

Given by or Filed against	Recorded or filed between the following dates, Incl.
William W. Bozarth,	From Dec. 1, 1898, to Sept. 23, 1899.
Homestead Improvement Company,	From Sept. 13, 1899, to Mar. 3, 1904.
Helen C. Douglas,	From Aug. 26, 1903, to Mar. 3, 1904.

And it is further certified that there do not appear of record any Assignments or Releases of the Mortgage hereinafter mentioned as No. 1-3, recorded in Book 78 of Mortgages, Pages 333 & Book 80, Page 502.

Except the following:

1. Mortgage, $14,400.00.

William W. Bozarth	Dated Dec. 2, 1898
Anna Maria, his wife,	Rec. Dec. 2, 1898
to	Book 78, Page 333
The Camden Fire Insurance Assoc.	$14,400, 1 yr. 6%.

Covers premises in question with other land.

2. Deed.

William W. Bozarth,	Dated Sept. 14, 1899
Anna Marie, his wife,	Rec. Sept. 22, 1899
to	Book 240, page 265
The Homestead Improvement Company	

Covers premises in question with other land.

3. Mortgage, $7,881.00.

The Homestead Improvement Company	Dated Sept. 14, 1899
	Rec. Sept. 22, 1899
to	Book 80, Page 502
William W. Bozarth	$7,881, 5yrs. 5%.

Covers premises in question with other land.

Note—Power of Attorney.

William W. Bozarth	Dated Apl. 24, 1900
to	Rec. Apl. 25, 1900
Frank J. Burr	Book 1, Page 229

Said Bozarth appoints said Burr his true and lawful Attorney to execute and release from above Mtge. No. 3 &c.

4. Agreement.

Homestead Improvement Co.	Dated Aug. 27, 1903
	Rec. Sept. 1, 1903
to	Book 277, page
Helen C. Douglas	

Agreement to convey premises in question on or before February 27th, 1904.

5. Rel. Mtges., 78-333, 80-502.
The Camden Fire Insurance Association
William W. Bozarth by Frank J. Burr, Atty-in-fact
to
The Homestead Improvement Co.
Dated Feb. 26, 1904
Rec. Mar. 3, 1904
Book 15, page
Covers premises in question.
Recites above mortgages Nos. 1 & 3.

6. Deed.
The Homestead Improvement Co.
to
John A. Scanlan
Dated Feb. 27, 1904
Rec. Mar. 3, 1904
Book 282, page
Covers premises in question.

In verification of this Certificate of Search No. 15075, the West Jersey Title and Guaranty Company hath caused these presents to be sealed with its seal, attested by its Secretary and countersigned by its Search Clerk this third day of March, Anno Domini, nineteen hundred and four. 5 P. M.

E. C. REES,
Search Clerk.

Attest:
Wm. S. Casselman, Secretary.
Charges, $3.00.

Search No. 13228.

Against premises situate in the Borough of Collingswood, County of Camden and State of New Jersey, described as follows:

BEGINNING in N. W. line Stiles Ave., 250 ft. N. E. of Haddon Ave.; thence (1) N. W. 134.2 ft.; thence (2) N. 28 degrees, 9 minutes, 50 seconds, E. 50.099 ft.; thence (3) S. E. 131.04 ft. to N. W. line Stiles Ave.; thence (4) S. W. by same, 50 ft. to Beginning.

Lot No. 6—Homestead Tract.

The West Jersey Title and Guaranty Company, in consideration of the charges on the within Search, hereby certifies and guarantees that no Unsatisfied Mortgages, and no Conveyances, Leases, Declarations of Sale for Taxes, Lis Pendens, Releases, or Assignments of Mortgages, Mechanics' Lien Claims, Judgments, Attachments, Sheriff's Bonds, Forfeited Recognizances, Decrees from Chancery Filed in Supreme Court, Delinquent Taxes, appear of record or on file, made by or against any of the persons named below, in the respective Offices and within the respective periods hereinafter particularly enumerated, to wit:

In the Register's Office of Camden County, there do not appear of record or on file any Unsatisfied Mortgages or any Conveyances, Leases, or Declarations of Sale for Taxes, affecting the above described premises:

Given by or Filed against	Recorded or filed between the following dates, Incl.
Homestead Improvement Co.,	From Sept. 13, 1899, to Dec. 30, 1902.
Charles C. Spear	From June 22, 1903, to Oct. 3, 1909.
Thomas B. Hall, Trustee,	From Mar. 30, 1904, to July 15, 1904.
Helen C. Douglas,	From July 21, 1908, to June 29, 1920.

Thomas E. Ludlam, Jr.,
From Sept. 15, 1909, to Apr. 1, 1910.
Alice M. Wesley,
From Mar. 17, 1910, to June 29, 1910.
Equitable Estates Corporation,
From June 21, 1920, to Dec. 2, 1920, 8AM.

In the Office of the Clerk of Camden County, or of the several Courts of said County, of the New Jersey Supreme Court, there do not appear of record or on file any Mechanics' Lien Claims affecting said premises, or Judgments, Attachments, Sheriff's Bonds, Forfeited Recognizances, Decrees from Chancery, or other Liens.

Against — Recorded or filed between the following dates, incl.

Homestead Improvement Co.,
From July 12, 1899, to Dec. 30, 1902.
Charles C. Spear,
From Oct. 17, 1900, to Oct. 3, 1909.
Thomas B. Hall, Trustee,
From Mar. 30, 1904, to July 15, 1904.
Helen C. Douglas
(Including U. S. Courts)
From Oct. 17, 1900, to June 29, 1910.
Thomas E. Ludlam, Jr.,
From Oct. 17, 1900, to April 1, 1910.
Alice M. Wesley,
From Oct. 17, 1900, to June 29, 1910.
Equitable Estates Corp.,
From Oct. 17, 1900, to Dec. 2, 1920, 8 AM.

And it is further certified that there do not appear of record any Assignments or Releases of the Mortgage hereinafter mentioned as No. recorded in Book of Mortgages, pages &c.

Made by — From — To

Nor any Delinquent Taxes, Municipal Claims, or Water Rents affecting said premises Except the Following:

Note—Deed.

William W. Bozarth &	Dated Sept. 14, 1899
Anna Marie, his wife,	Rec. Sept. 22, 1899
to	Book 240, page 265
The Homestead Improvement Company	

Covers premises in question, with other land.

1. Mortgage, $7,881.00.

Cancelled, 10-18-1909. West Jersey Title & Guaranty Co. F.

The Homestead Improvement Company	Dated Sept. 14, 1899
	Rec. Sept. 22, 1899
to	Book 80, Page 502
William W. Bozarth	$7,881.00, 5 yrs. &c. 5%

Covers premises in question, with other land.

2. Mortgage, $2,000.00

The Homestead Improvement Company	Dated Dec. 29, 1902
	Rec. Dec. 30, 1902
to	Book 90, Page 172
Horace F. Nixon	$2,000.00 1 yr. 5%

Covers premises in question.

NOTE—Bill to foreclose above Mortgage filed Dec. 1, 1920.

3. Taxes for year 1902.

There are no taxes returned as delinquent for year 1902 to the County Clerk's Office.

West Jersey Title and Guaranty Company.
C. L. D.

This search certificate does not cover any taxes or municipal claims except those of record in the County Clerk's Office.

Note. Rel. Mtge.
Camden Fire Insurance Association & William W. Bozarth, by his Att'y. in fact, Frank J. Burr
to
Homestead Improvement Company
Dated Dec. 29, 1902
Rec. Jan. 5, 1903
Book 14, Page 280
Recites Mtges. 78-333 & 80-502.
Covers premises in question.

4. Taxes for year 1903.
Removed, West Jersey Title & Guaranty Co. F.

5. Deed.
The Homestead Improvement Company
to
Charles C. Spear
Dated June 23, 1903
Rec. June 30, 1903
Book 274, page 659

6. Mortgage, $500.00.
Cancelled, 7-8-1905. West Jersey Title &. Guranty Co. F.
Charles C. Spear by Helen C. Douglas, his attorney, in fact
to
The Homestead Improvement Company
Dated June 23, 1903
Rec. June 30, 1903
Book 91, Page 551
$500.00 Instal. 6%

West Jersey Title and Guaranty Company,
By E. C. Rees, Search Clerk.

In Verification of this Certificate of Search No. 13228, the West Jersey Title and Guaranty Company hath caused these presents to be sealed with its

Seal, attested by its Secretary and countersigned by its Search Clerk, this thirtieth day of December, Anno Domini, nineteen hundred and two. 5 P. M.

E. C. REES,
Search Clerk.

Attest:
Wm. A. Casselman, Secretary.

Charges,
$3.00
1.00 Contin.
$26.84 "

This Search continued to Dec. 2, 1920 8 AM, as per front page and we find nothing additional except Assignment of Mortgage 29, page 153 and the following:

7. Power of Attorney.

Charles C. Spear	Dated Nov. 27, 1899
to	Rec. Aug. 18, 1902
Helen C. Douglas	Book 266, Page 200

Party of the first part appoints party of the second part his lawful attorney with full power to sell any property belonging to party of the first part.

8. Asst. Mtge.

Alexander C. Wood	Dated Jan. 17, 1910
William Haden	Rec. Jan. 25, 1910
Mary A. E. Harvey	Book 38, Page 580
Katharine M. Wood	
Surviving Trustees of the Estate of Richard Esterbrook, deceased, late of Camden	
to	
Mary A. E. Harvey	

Mortgage 92, page 172, item No. 2.

9. Deed.
Charles C. Spear, Helen C. Douglas, his attorney,
to
Thomas B. Hall, Trustee
Dated, Mar. 31, 1904
Rec. Apr. 1, 1904
Book 283, Page 24
Covers premises in question.

10. Deed.
Thomas B. Hall, Trustee,
to
Charles C. Spear
Dated July 14, 1904
Rec. July 14, 1904
Book 285, Page 301
Covers premises in question.

11. Deed.
Charles C. Spear by Helen C. Douglas, his attorney, in fact
to
Thomas E. Ludlam, Jr.
Dated Sept. 16, 1909
Rec. Oct. 2, 1909
Book 342, Page 21
Covers premises in question.

12. Deed.
Thomas E. Ludlam, Jr., single
to
Alice M. Wesley
Dated Mar. 18, 1910
Rec. Mar. 31, 1910
Book 346, Page 268
Covers premises in question.

13. Deed.
Alice M. Wesley, single woman,
to
Helen C. Douglas
Dated June 9, 1916
Rec. June 28, 1920
Book 472, Page
Covers premises in question.

14. Deed.
Helen C. Douglas to Equitable Estates Corporation
Dated June 22, 1920
Rec. June 28, 1920
Book 472, Page
Covers premises in question.

15. Claims, if any for Water.

16. Claims, for Sewerage from the Collingswood Sewerage Co., not heard from.
Removed, West Jersey Title & Guaranty Co. R.

17. Taxes, Water Rents and Municipal Liens for year 1920, Taxes for second half of year 1920—$47.68.

18. Liability of premises for municipal improvements, such as grading, curbing, guttering, paving, sidewalks, sewers, water pipe, &c., constructed or being constructed.

19. Mechanics Lien Claim.
Walter D. Joyce, Claimant,
and
Helen C. Douglas, Equitable Estates Corporation, Builder & Owner.
Filed Nov. 26, 1920
Book D, Page 218
Amount $421.00
A. M. McNutt, Attorney.
Covers premises beginning in the Northwest line of Stiles Ave. 250 ft. Northeast from Haddon Ave. Thence North 134.2 ft., thence; North 28 degress, 9 minutes, 50 seconds East 50.009 ft.; thence Southeast 131.04 ft. to the Northwest line of Stiles Ave.; thence Southwest by same 50 ft. to point of beginning.
Being Lot No. 6, on Homestead Tract and also known as No. 23 E. Stiles Ave.

20. Mechanics Lien Claim.
George W. Dawson — Filed Nov. 29, 1920
Claimant — Book D, page 219
and — $120.00 Amount
Helen C. Douglas and — A. M. McNutt,
Equitable Estates Corp. — Attorney.
Builder & Owner
Covers premises in question.
West Jersey Title and Guaranty Company,
By E. C. Rees, Search Clerk.

Asst. Mtge.
Horace F. Nixon — Dated Jan. 2, 1903
to — Rec. Jan. 16, 1903
Francis Wood, Mary Anna E. Wood, Alexander C. Wood, — Book 29, page 153.
William Haden & Mary Anna E. Wood, Jr., Trustees of Estate of Richard Esterbrook dec'd. assigns above mtge. No. 2.

This search continued from December 30th, 1902, 5 P. M., to June 30th, 1903, 5 P. M. as against Homestead Improvement Company & Charles C. Spear as per front page and we find nothing additional except

(Letter from Charles C. Spear to Mrs. Helen C. Douglas.)

(Exhibit C-27.)

October 15th, 1919.

I have just received your letter of yesterday's date. You do not say whether or not you received your blue wrap. I sent it to you by insured special delivery parcel post over a week ago. I would like to know if you did not receive it, so that I can have it

looked up. After that is cleared up, you need not bother to write to me. In your letter you formally renounce me by stating that there is only one to whom you can look for care and protection in your old age. You have a perfect right to do that; but when say that I have tried to take anything away from you, you do not speak the truth. I have never asked you to do but one thing—that is, protect my interest in the residue and remainder of property in which many thousand dollars of my money is locked up. You have repeatedly stated that you were not only willing, but anxious to do that. Several different propositions have been formulated from time to time with that end in view, but for no other purpose. When you say that I have asked you "to make over everything you have in the world to a woman who has never spoken to you," you lie. M. is my wife and being with child, it is perfectly right that I should try to have some provision made for her out of what you have repeatedly conceded to be rightfully mine in case I should out live you. There has never been any suggestion made that you give up anything to anybody during your life. Every proposition that has ever been made by me has been solely for the disposition of the remainder, should there be any. I have objected to having a certain party's name appear in transactions relating to the matters we have discussed, because I believe it to be to the best interest of all concerned that it should not appear, but when you accuse me of ignoring him, you do not speak the truth. However, we will drop the subject. Whatever I have belonging to you, you can have by sending a written order for it. I wish you success and happiness. Do not give yourself any further concern about me. I know the truth now. You could have told me long ago. There was no need of deceiving me.

202

I have received your letter acknowledging receipt of wrap. Let this end our correspondence.

(Letter from Charles C. Spear to Mrs. Helen C. Douglas.)

Exhibit C-28.)

July 11th, 1920.

Your postal of the 9th was duly received. I trust you are much better by this time. You should not neglect to consult a doctor. The symptoms you complain of might be due to several causes and you should have the opinion of a physician.

I expect to sail on the 20th. I do not want to go, but there is nothing that I can accomplish by remaining here. There is no possibility of a sale being made the way things now are, and you have made it impossible for me to do anything to better your position. I cannot remain here and continue to work in a shop. The constant thought of the way you have acted towards me makes it impossible for me to bear the routine work I have been doing. I must either get away to a different atmosphere or go completely to pieces. S. D. is not very far away and communication is good.

I will see you before I leave. If anything should happen to me Mr. Bird will wind up my affairs and the Moravian Mission will look after M. 202.

(Letter from Charles C. Spear to Mrs. Helen C. Douglas.)

(Exhibit A-29.)

November 2nd, 1919.

Your letter requesting me to send deeds was duly received. It is not safe to send them by post and I will not deliver them to anyone except yourself in person. There is nothing to prevent my going to

Philadelphia whenever necessary. I am rather surprised that you have not mentioned to me what disposition you contemplate making of the Collingswood property. If you have made up your mind definitely what you are going to do and are ready to use the deeds you can let me know what evening you will be at home and I will take them to you. In the meantime they are safer in my box than elsewhere, and you had better leave them there until you actually need them.

Did you ever hear anything further about the matter Homan was to look up. I hope you are well and have you lease signed.

202

Letter from Charles C. Spear to Miss Ann Whitney Bodey.

(Exhibit C-30.)

September 13th, 1921.

Dear Madam:—

Mr. Bird has shown me the letter you wrote him and also the copy of his answer to you. The letter relates the facts, except where he mentioned not having been paid. He has been paid for everything he has done.

All this trouble has been caused by a fellow by the name of Aleck, who has made my mother believe that I wish to defraud her, and that if it were not for him, I would have her put in an insane asylum and take everything away from her.

This is the most infamous lie imaginable. Instead of wishing to take anything away from my mother, it has always been my most earnest desire that the property be sold and the money used to provide her with the comforts and peace of mind she should have. Her full enjoyment of the properties we have has never been interfered with.

The Equitable Estates Corporation was formed with her full approval for the sole purpose of holding title to the Collingswood house and other properties for her own protection. Every share of the stock of the corporation is in her own possession, in other words, she virtually owns the corporation. How would it be possible for a corporation which she herself owns and controls, to take anything away from her?

My mother has caused a lot of trouble for herself and everybody else by refusing to exercise her rights and repudiating all her acts. She now says she does not know anything about the corporation, and that the deeds from her to the corporation are forgeries, etc. In fighting the Equitable Estates Corporation she is only fighting herself. She is the president and treasurer and has all the stock. Everything the corporation owns is held for her exclusive use and benefit, and there is no way that it can take anything away from her. All her rights are fully secured by proper legal documents. How in the name of God she can be made to believe that I am trying to deprive her of anything is incomprehensible.

If my mother wants the title to the Collingswood house held by some one else, there is no objection to it whatever, so long as it is properly secured, so that this fellow Aleck can not get it, and my rights are protected in case of her death. The only reason why she should not take it in her own name is because there is no proof of the death of her husband, William D. Douglas, and, consequently, if she held it in her own name and wanted to sell it, the same trouble would arise that has made the present foreclosure proceedings necessary, which are only for the purpose of clearing the title, so that a new mortgage can be placed. These proceedings do not in any way deprive her of her rights.

My mother has now caused a most serious complication by allowing this fellow Aleck to induce her to interfere with the buying in of the house at Sheriff's sale by the Equitable Estates Corporation, so that the title can be cleared and the new mortgage placed. Everything was arranged to clear the title and place this new mortgage, and if there had been no interference, the whole matter would have been settled last Friday. Now there is a lot more expense and the possibility of an outsider stepping in and buying the property.

As the matter now stands, she must be prepared to buy it in herself next Friday.

As your letter indicates that you have a friendly interest in my mother, I am explaining these matters to you in the hope that you will be able to bring her to her senses. If she has made certain and positive arrangements to buy in the house next Friday, and the title will not pass to Aleck, and my mother's rights will be fully secured by a proper deed of trust from the party who buys it in for her, the Equitable Estates Corporation will not bid against her; but she has got to be absolutely certain that the party who is going to buy it in for her at the sale has the money to carry it through, or else some outsider may outbid him and take the property.

I wish you would do me the favor to find out positively whether or not my mother is prepared to buy in the house and protect herself against outside bidders, and if the person who is going to buy it in for her has bound himself to secure her by a proper deed of trust or otherwise.

Please answer by telegram addressed to: "Equitable Estates Corporation, GENERAL P. O. Box 202, New York City," and also kindly send a letter by special delivery to the same address, so that in case

I fail to receive the one, I will surely get the other. Be sure to write General P. O. Box, as there are several post offices here.

God knows I have never had any desire to take anything away from my mother, and anyone who will investigate the facts, will find nothing to indicate any such intention. It is all the work of a despicable rat, who has by working on the imagination of a poor psychaesthenic old woman gotten her mind completely under his control and made her believe that all her friends, and even her own son want to defraud her and deprive her of her liberty.

Very sincerely yours,

Chas. C. Spear.

Letter from Charles C. Spear to Mrs. Helen C. Douglas.

(Exhibit C-31.)

Envelope dated September, 1920.

I received your letter of the 4th. No, there is nothing the matter. I simply returned because I am not ready to locate permanently in S. D., and I accomplished what I went there for.

I made a trip across the country and was very much pleased with the interior of it. It is most beautiful and the climate is excellent.

I am sorry to hear that the mortgage on the C. house has been called, but I rather expected that something like that would happen. I strongly urged you to take a substantial loan when money was plentiful and cheap, so that such a contingency as the one that has arisen would be provided for. At the present time it may be difficult to place a new mortgage. I think you had better sell. I am afraid you will find living there yourself very unsatisfactory.

I hope the cool weather has benefited you. It is quite cold here. I will not go to Philadelphia, until I have something definite to report. In the mean time you had better try to place the mortgage through local channels. I have $2,000.00 at the present time.

202.

Letter from Charles C. Spear to Mrs. Helen C. Douglas.

(Exhibit C-32.)

July 6th, 1920.

I have received your letter of July 1st and am very glad to hear that you are better. If you can sell your Collingswood house to any advantage, do so. You could never live there in peace. I do not know that I can sell any part of the farm. It is very doubtful. In my opinion it is far better to mortgage than to try to sell. You will never sell to advantage, until someone wants the property badly and runs after you. Going about looking for a purchaser will only result in your getting low offers. Borrow what money you can use to advantage and wait for the purchaser to look you up.

I am anxious to get into business and have made some valuable connections. I am establishing an import and export business between N. Y. and Santo Domingo, and expect to make a business trip to the latter place very soon, probably July 20th. I have simply got to do more than I have been doing, and the business I am working up looks very promising.

Take my advice for once and borrow what money you need and trust to me to take care of the interest.

I am very well. I have improved much in health lately.

I think you are only wasting your time looking for a purchaser for the farm, and you are wearing yourself out. What is the use?

202.

Have you heard nothing from Munns?

(Exhibit C-33.)

July 27th, 1919.

Yours of the 22nd recd. last P. M. It must have been put in my box just after I went to it the last time. I will proceed at once with the corporation. It should not be put off any longer. Your rights and liberty of action in all matters relating to the property will not be interfered with in the least. Nearly two years ago I wrote you that I thought Mrs. B. was visiting S. That was quite clear to me after I had seen him. While I do not think there is any reason to be worried, a change should be made at once. I enclose M. O. for $10. M. was displeased because I neglected to send one last week.

M. and I are very well.

202.

Letter from Charles C. Spear to Mrs. Helen C. Douglas.

(Exhibit C-34.)

Envelope dated April 20, 1919.

Easter Sunday.

It is a most beautiful day here. I hope you enjoy it. I have re'cd. your letters of the 14th and 17th. Mr. B. will send you the synopsis of the 307 case tomorrow. I read the clipping you sent A. I will ask F. about the matter. I enclose money order for $10.00. I hope you will be able to make a sale of a part of the upper end this summer; but if you do not I do not think there is any immediate danger of this

country "going to mash." A. is rather pessimistic in that sense. Of course the way titles are now is not satisfactory, but I don't know how you are going to better the situation. None of the suggestion I have made meet with your approval, and fake transfers are of no use whatever. I hope you have had no bad sequelae to your illness. Take good care of yourself above all things. M. & I are going out to see the warships in the Hudson.

Signed (C. R. W.)

Letter from Charles C. Spear to Mrs. Josephine C. Browning.

(Exhibit C-35.)

September 10th, 1921.

Dear Aunt Joe:

Kindly consider this letter confidential.

My mother is being caused a great deal of trouble by a fellow by the name of Aleck, with whom you are well acquainted. He has in some manner acquired such a control over her that he practically owns her, body and soul, and can make her do or believe anything he wants her to.

He has gotten her to believe that he is her protector and is preventing yourself and others from putting her in an insane asylum and taking her property.

The actions of this fellow convince me that his object is to separate her from her family and friends by preying upon her imagination and making her believe that they all wish to defraud her, and then get her to put everything in his name. This he did actually succeed in doing.

A few years ago my mother was very ill and, according to her own statements and facts in my possession, she was poisoned. At that time this fellow Aleck had the farm in his name on the records, and the deed of trust from him to my mother was in a

safe deposit box, to which, according to her own statement, Aleck had access. I hold a paper signed by H. C. D. and G. H. A. in which it is agreed that in event of the death of H. C. D. Aleck shall own all bonds and other securities in the safe deposit boxes which they rent jointly. Had she died (and I believe Aleck poisoned her), he could have destroyed this deed of trust and would have been the absolute owner of the farm, as well as everything of value in her safe deposit boxes. It was probably only due to your appearance on the scene that her life was saved.

Prior to this, according to my mother's own written declaration, Aleck, who then held title to the property gave an option to the farm to a man by the name of Kennedy, and in the opinon of my mother's own lawyer, Mr. Tyler, according to her own statements, Aleck conspired with Kennedy to force a sale. Had a sale been made, the money would have undoubtedly fallen into Aleck's hands. After that, Aleck, so my mother states in writing, tried to persuade her to exchange the Collingswood house for the bonds of a coal mining company, which proved to be fraudulent.

It was at the time my mother was recovering from poisoning that I returned from the South. I met Aleck then and he claimed that you had poisoned my mother and were making plans for the division of everything, including her clothes, as soon as she died.

I was satisfied from the beginning that this fellow Aleck was a rascal, trying to get possession of everything, and I suggested a change in the title of the property, so that my mother would be protected from him. She seemed afraid of the fellow and anxious to do this, and after going over the matter we agreed to have all the property conveyed to a corporation, formed for the purpose of holding title. When Aleck found that he was losing his hold on the property

he began his dirty work against me, telling my mother that I too, was trying to put her in an insane asylum and rob her of everything.

She was at that time, however, not so completely under the influence of this fellow Aleck as she is now, and notwithstanding his efforts to prevent her, she determined to make the change in the title agreed upon; but Aleck held title to the farm and refused to execute a deed to the corporation, whereupon it became necessary in order to get the property out of his hands, to place upon record a deed from Aleck to my mother, which he had not been able to get hold of, the title thus passing through her to the corporation.

Owing to the fact that there is no proof of the death of William D. Douglas, and my mother's deed to the corporation did not bear his signature, it became necessary to clear the title by foreclosing the old mortgage, in order to place a new one to cover the cost of repairs made to the house. This is what is being done now; but she is going about with this fellow Aleck, saying that the Equitable Estates Corporation, (which is her own corporation, all the stock of which is in her own possession), is trying to defraud her of the property. This is an absolute falsehood, without any foundation in fact whatever. The truth of the matter is my mother is mortally afraid of this fellow Aleck, and she fears that if it became known that she had the corporaton formed to hold the property and keep it out of his hands, he would kill her. Aleck is now trying to prevent the Equitable Estates Corp. from buying in the property at the Sheriff's sale. If he can succeed in getting the property out of the hands of the corporation, he can easily compel my mother to deed it to him. There is no desire on my part to take anything away from my mother at all; merely to prevent this fellow Aleck from getting everything.

I am writing you these facts, as I think you ought to know the truth. Although there have been many foolish disagreements in our family, "blood is thicker than water," and I appeal to you to keep that despicable villain away from my mother, because she is your sister, if for no other reason. In my present position I can do nothing to bring this fellow to justice, but you can. My mother's mind is absolutely subject to the will of Aleck. For fourteen years he has been preaching to her that he is her only friend, and that if it were not for his protection, she would be put in an insane asylum, and by this constant suggestion he has gotten her into a mental state where he can make her do or say anything he wants her to. Notwithstanding the fact that there is reason to believe that this fellow was practically supported by my mother for eight or nine years, he now makes her declare in the presence of witnesses that she has received large sums of money from him. She goes about speaking of his devotion to her and giving the general impression that he is virtually her husband. This is a disgrace that should be terminated. I do not wish to raise any question as to my mother's sanity, and there is no necessity for it. You are sufficiently strong minded to break the influence this fellow has over her and clear her mind of the obsessions which are ruining her old age.

For reasons of which you are aware, I wish you would burn this letter and not mention having heard from me.

I have not heard from Maurice for a long time. I hope nothing has happened to him.

Affectionately,

Charlie.

P. S. I will appreciate it very much if you will send to Mr. Hobart S. Bird, Woolworth Building, New York, any information you may have regarding Aleck. It will be regarded as strictly confidential.

Aleck meets my mother in Camden and Philadelphia.

Letter from Charles C. Spear to Mrs. Helen C. Douglas.

(Exhibit C-39.)

June 30th, 1921.

I have received your letter of the 28th and am very sorry to hear that you are not well. You must not run about so much. I would not bother about trying to make a sale. Get enough on mortgage to make you comfortable, and I will take care of the interest. It has been very warm here, and I suppose more so in Philadelphia. I never asked you to do business with me. I hope you are better by now. Write soon.

202.

Letter from Charles C. Spear to Mrs. Helen C. Douglas.

(Exhibit C-40.)

December 12, 1922.

I received your special delivery letter on Monday, Dec. 11, 4 P. M. The postmark shows that you mailed it Dec. 9, at 3.30 P. M. I never told you to direct any letters to 329 W. 14th St. That address is for telegrams only. My post office address has been General P. O. Box 202, New York, for several years. You ought to know it by this time.

A woman with ordinary horse sense would understand that a so-called "Living Trust" is merely a form of savings account where the money is placed on deposit for a specified number of years, and that in order to create such a "trust" it is necessary to have the cash to deposit.

If the properties in litigation were converted into cash, there would be no trouble about creating "living trusts;" but there is no hope of converting the properties into cash at present, and, therefore, no use of talking about "living trusts."

If you had been honorable enough to stand by the agreement you made with me on Nov. 20, the matter would by this time have been in such shape that the advisability of creating a "living trust" with cash derived from the sale of real estate could be considered. There is nothing about that agreement which cannot be altered by mutual consent, and, even without any change, there is nothing in it which prevents the details of the proposed trust being so worded that we could alter it, if changed conditions should make it advisable, or even set it aside altogether during the lives of both of us.

This matter has got to be handled by a trust company and no decent trust company will take over a lawsuit. Either we agree upon the terms of settlement and you select the trust company, or the Court will settle it and appoint the trust company—probably a Camden Trust Company. In the latter case, the trust will be irrevocable and we will have to accept the terms, whether we like them or not.

The particular William David Douglas who married you was alive on Nov. 3, 1922. You may have proof of death of some William D. Douglas on Oct. 10, 1922. There are at least four men by that name in the states of New York and Ohio, and there are probably a number of William D. Douglases in England and Scotland. Whether your husband, W. D. Douglas, is dead or alive makes very little difference. The titles can be cleared without any conveyance being made to you. Nevertheless, I would have no objection to conveyances back to you if made for the purpose of clearing titles and carrying out the terms of our agreement of Nov. 20, 1922; provided I had

satisfactory proof that you are not divorced from William D. Douglas and secretly married to Geo. H. Aleck. I have been informed that this is the case, but I have made no attempt to verify the report.

I have made final arrangements for the trial of the case and I am no longer in a position to act personally in the matter. If there is any settlement it will have to be made through the attorneys in the case. When you went back on your last agreement with me, I decided that it was utterly useless to make any further attempt at an amicable settlement.

What your grandfather Fifield and your mother said about you has nothing to do with this matter. They might have thought you were an honorable woman—so did I. But any woman who goes about with a dirty cur defaming her son and accusing him of trying to defraud her is either a woman devoid of principle or a lunatic. Sane, or insane, you are the most unmitigated liar I ever knew. I never asked you to do anything except protect my interests in a decent businesslike manner.

One of the meanest and most vicious of your lies is the statement you made to Judge Kates to the effect that I am not married and have no child. You would even try to cast a cloud upon the legitimacy of my son in order to defraud him of his rights if I should die before you. Yes, you are an honorable woman—there's no question about it.

Letter from Charles C. Spear to Mrs. Helen C. Douglas.

(Exhibit C-41.)

Envelope dated October 21, 1919.

Tuesday night.

I have felt very sad since I saw you—you looked so care-worn and frail. A change must be made. The way you are living is a shame. You should have

a comfortable home of your own with someone to take care of you. If there is not a good chance of having my matter cleared up very soon, I will get a nice apartment here and you must come and live with me. Mercedes will be a good little maid to you and you can enjoy yourself here as well as anywhere for a while, until we can go to California or some other place. I could probably do as well in Philadelphia as here, and if the obstacle to my going there were removed we could get a nice little house somewhere in the suburbs and live comfortably on what we are wasting now, by being separated. In regard to the corporation matter, you shall have it exactly as you want it. I will not oppose you in any way. My only thought now is to get you differently situated. You must be relieved of all this care and worry without any further delay. I did not realize until last night that you are an old woman physically and should have tender care and relief from all business worries. I have not given your condition the serious thought I should have, and I am sorry. I sincerely repent writing as I did the other day. I will never say anything to hurt your feelings again. Our dispositions are so different that we have misunderstood each other continually, but that must not happen again. Don't over exert yourself—just attend to a few of the most necessary things you have to do that no one else can do for you, and then we will make definite plans for a different way of living.

202.

Letter from Charles C. Spear to Mrs. Helen C. Douglas.

(Exhibit C-42.)

June 15th, 1920.

Mrs. Douglas:

Inasmuch as I am about to leave the city and will not see you again, you will oblige me by signing the

enclosed resignation, which is necessary in order that someone else may be elected in your place.

Everything which in any way concerns you, in the way of papers, etc., will be duly returned, and if you have anything which belongs to me, and upon which your common law husband has no claim, you will kindly return the same to me.

In the package which accompanies this note you will find some photographs of yourself and the following deeds:

The Homestead Improvement Co. to J. A. Scanlan,
Thomas E. Ludlam, Jr., to Alice M. Wesley,
John A. Scanlan to George H. Aleck,
Article re Proprietors of N. J.

(I find that the photographs referred to are in N. Y.—You will receive them later.)

I do not wish anything in my possession that will remind me of you. You have robbed me to please a dirty, low down lover, who ought to be shot. In the days when I had money, I gladly put it into property for you, and it is not the loss of the money that makes me loath you, but the knowledge of the fact that the woman whom I once regarded as my mother is a despicable liar, owned body and soul by a cur.

As soon as my passport arrives I will leave the country and you will not hear from me again.

Letter from Charles C. Spear to Mrs. Helen C. Douglas.

(Exhibit C-43.)

Telegraph address: Chas. C. Spear, Room 411, 421 Chestnut St., Phila., Pa. If taken ill, ask conductor to mark your ticket so that you can stop off at the next station where you can get proper accommodations.

If you have any symptoms of hay fever, stop off at Manchester and go to the Equinox House.

On arriving at Rutland, go to the Berwick House. Bus meets the train.

Wire me upon arrival at destination and write also stating where I am to direct my letters.

Your ticket is good until Oct. 31st, and you can return via the Hudson River boats, by having your ticket exchanged at the station ticket office in Troy or Albany.

Address your letters to me to 23 East Stiles Ave., Collingswood, N. J. Open bank account as soon as you have decided where you will locate.

(EXHIBIT D 1) Camden, N. J., Feb. 25, 1907.

The assignment of mortgage and decree made by John A. Scanlan to me dated February 23, 1907, transferring mortgage made by Josephine C. Browning to George G. Green, recorded in the office of the Register of Deeds, of Camden County, New Jersey, in Book 33 of mortgages, page 611, &c., was made to me only for convenience, the money being paid by Dr. Charles C. Spear, of New York City, and said mortgage and decree being held for him.

Thomas E. French, (Seal.)

Witness:
Cyrus D. Marter.

(EXHIBIT D 2)

9th Mo. 14th, 1907.

SPEAR VS. LOCUSTWOOD CEMETERY ASSOCIATION.

Dr. Chas. C. Spear

To French & Richards, Dr.,

Sheriff's fees on sale including wages of watchmen to Sept. 13th, 1907, as per bill of the sheriff,			$236.60
Costs of execution Bergdoll Brewing Co. vs. Cotter			15.01
Taxed costs Spear vs. Locustwood,		$294.13	
Less costs paid John B. Kates,		30.43	263.70
Fee for services in the matter,			250.00
			$765.31

CREDIT:

Cash received March 6th, 1907,		$100.00	
Less expenses paid out of same:			
Register of deeds recording,	2.50		
Expenses,	1.25		
John B. Kates,	55.43		
Recording assignment of decree,	2.25		
Copy of opinion,	1.00	62.43	37.57
Sept. 14th, 1907, Balance due			
French & Richards,			$727.74

Received above $727.74, 9-14-07.

FRENCH & RICHARDS.

(EXHIBIT D3) Camden, N. J., Sept. 14th, 1907.

THE CAMDEN NATIONAL BANK

Pay to the order of French & Richards, $727.74, Seven Hundred and Twenty-seven, and 74-100 Dollars.
Payable at Philadelphia
Office 2nd & Walnut St.

CHARLES C. SPEAR. 10

(EXHIBIT D 60)

Statement of principal and interest due John A. Scanlan by Locustwood Cemetery Company, on his mortgage, etc., and about to be assigned to Thomas E. French, Esq. Interest 6%.

Balance of Principal,	$6,933.50
6 mos. interest from 7-1-04 to 1-1-05,	208.00
Interest on $208 from 1-1-05 to Feby. 23-07,	26.76
6 mos. interest from 1-1-05 to 7-1-05,	208.00
Int. on $208 from 7-1-05 to Feb'y 23-07,	20.52
6 mos. interest from 7-1-05 to 1-1-06,	208.00
Int. on $208 from 1-1-06 to Feb'y 23-07,	14.28
6 mos. interest from 1-1-06 to 7-1-06,	208.00
Int. on $208 from 7-1-06 to Feb'y 23-07,	8.04
6 mos. interest from 7-1-06 to 1-1-07,	208.00
Int. on $208 from 1-1-07 to Feb'y 23-07,	1.80
Interest from 1-1-07 to Feb'y 23-07, (on $6,933.50)	60.10
	$8,105.00

I, John A. Scanlan hereby certify that the above sum of Eight Thousand, One Hundred and five dollars is justly due me as above and is made up as follows:

Balance of Principal as above,	$6,933.50
Interest on $6,933.50 due semi-annually	1,100.10
Interest on deferred payment of semi-annual interest,	71..40
	$8,105.00

JOHN A. SCANLAN,
Feb'y 23, 1907.

(EXHIBIT D59)

ASSIGNMENT OF MORTGAGE AND DECREE, JOHN A. SCANLAN TO THOMAS E. FRENCH.

This INDENTURE made this twenty-third day of February, in the year one thousand nine hundred and seven, by and between

JOHN A. SCANLAN, attorney at law, of 530 Walnut street, in the city and county of Philadelphia, and state of Pennsylvania, party of the first part, and

THOMAS E. FRENCH, attorney at law, of the city and county of Camden, and state of New Jersey, party of the second part:

WITNESSETH whereas Josephine C. Browning, then of the city of Camden aforesaid, being indebted to one George G. Green of the city of Woodbury, county of Gloucester and state of New Jersey, in the sum of nine thousand dollars, did make and seal her bond or writing obligatory bearing date the twenty-sixth day of April, eighteen hundred and eighty-four, to the said George G. Green in the penal sum of eighteen thousand dollars conditioned for the payment of the said sum of nine thousand dollars on the twenty sixth day of April, in the year eighteen hundred and eighty-nine, together with interest thereon as in the said bond expressed and in order to further secure the payment of the said bond did execute and deliver to the said George G. Green a certain indenture of mortgage bearing date the day and year last aforesaid upon the premises therein described, known as the Cooper Homestead farm situate in the Township of Delaware in the said county of Camden, which said mortgage was duly recorded in the Office of the Register of Deeds in and for the county

of Camden aforesaid in Book 33 of Mortgages, page 611 &c., and which said bond and mortgage, the sum of two thousand dollars having been paid thereon, was transferred and assigned by the said George G. Green to the said The Louis Bergdoll Brewing Company by deed of assignment bearing date the third day of January, in the year one thousand eight hundred and ninety, and recorded in the said Registers Office in Book O of Assignments, page 220 &c., after which said assignment the further sum of one thousand dollars was paid upon the principal thereof; and

WHEREAS, the said The Louis Bergdoll Brewing Company did on or about the thirteenth day of December, nineteen hundred and one, file its bill of complaint in the Court of Chancery of New Jersey for the foreclosure of the said mortgage and such proceedings had been had thereon that a final decree was entered in the said cause on the thirtieth day of September, nineteen hundred and two, for the sum of six thousand, eight hundred and ninety-one dollars and one hundred and twenty-one dollars and eighty one cents, costs of suit: and

WHEREAS afterwards by a deed of assignment bearing date the fifteenth day of October, in the year one thousand, nine hundred and two, the said Louis Bergdoll Brewing Company did grant, sell, assign and transfer unto the said John A. Scanlan the said bond and mortgage and the lands in said mortgage described and the said final decree entered thereon, and all moneys due and to grow due thereon which said assignment was duly recorded in the office of the Register of Deeds as aforesaid in Book No. 28 of Assignments of Mortgages at page 632 &c. and filed with the papers in the said foreclosure proceedings in the office of the clerk of the Court of Chancery of New Jersey.

NOW THEREFORE THIS INDENTURE WIT-

NESSETH that the said party of the first part, for and in consideration of the sum of Eight Thousand One Hundred and Five ($8,105.00) Dollars, lawful money of the United States of America, to him in hand paid, the receipt whereof is hereby acknowledged, hath sold, assigned, transferred and set over and by these presents doth sell, assign, transfer and set over unto the said party of the second part his heirs, executors, administrators and assigns, the decree aforesaid, and all sums of money that may be had or obtained by means thereof or under any proceedings to be had thereupon and also the said indenture of mortgage together with the hereditaments in and by the said indenture of mortgage particularly described and granted or mentioned and intended so to be, with the appurtenances, together with the bond or obligation in said indenture or mortgage mentioned and thereby intended to be secured and all moneys due and to grow due thereon, and with the warrant of attorney, to confess judgment thereto annexed, and all the estate, right, title, interest, property, claim and demand of the said The Louis Bergdoll Brewing Company and John A. Scanlan in and to the same unto the said Thomas E. French his heirs, executors, administrators and assigns to his and their proper use, benefit and behoof forever: Subject nevertheless, to any and all rights of the said mortgagor in the said indenture of mortgage named and his heirs and assigns therein:

And the said party of the first part doth hereby constitute and appoint the said party of the second part, his executors, administrators and assigns, his true and lawful attorney irrevocable with power of substitution and revocation for the use and at the proper costs and charges of the said party of the second part to ask for, demand and receive and to sue out execution and take all lawful ways for the recovery of the moneys due or to become due on the

said decree and upon payment to acknowledge satisfaction or discharge the same and the said party of the first part doth hereby covenant that there is now due on the said decree the sum of Seven Thousand, Nine Hundred and ninety-one, and 23-100 ($7,991.23) Dollars (the costs of the decree to the amount of One Hundred and twenty-one, 81-100 ($121.81) dollars and Seventeen (17) Dollars, Title Company's costs having been paid by the Locustwood Cemetery Company), including the interest lawfully due thereon and that he will not collect or receive the same or any part thereof nor release or discharge the said decree, but will own and allow all lawful proceedings thereon; the said party of the second part however saving the said party of the first part harmless of and from any and all costs and charges in the premises.

IN WITNESS WHEROF the said party of the first part has hereunto set his hand and seal the day and year first above written.

JOHN A. SCANLAN. (Seal.)

Signed sealed and delivered in the presence of (the written word, "one dollar and" on page 2 having been first lined out with ink before execution hereof—also the word "second" on this page lined out with ink and the word "first" substitued as appears.)

M. H. HOOD.

State of Pennsylvania } ss.
Philadelphia County }

BE IT REMEBERED that on this Twenty-fifth day of February, A. D. in the year one thousand nine hundred and seven, before me, a Notary Public in and for the Commonwealth of Pennsylvania, residing in Philadelphia, personally appeared JOHN A.

SCANLAN, who I am satisfied, is the grantor in the within indenture named, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

MADELEINE H. HOOD,
Notary Public.
S. E. Cor. 6th & Walnut Sts.,
Commission Expires January 21, 1911.

Received at Camden, N. J., Feb'y 27, 1907 at 10.35 A. M., and Recorded in Book No. 34, Assignment of Mortgages, Page 600 &c., in the Office of the Register of Deeds, &c., of Camden County.

EDWARD W. DELACROIX,
Register.

Acknowledgment (Notary).

State of Pennsylvania,
County of Philadelphia, ss.

I, THOMAS K. FINLETTER, Prothonotary of the County of Philadelphia and Clerk of the Courts of Common Pleas of said County, which are Courts of Record having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following Certificate, do by my Deputy James W. Fletcher, authorized by Act of Assembly of May 26, 1897, CERTIFY, That MADELEINE H. HOOD, Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed Instrument and thereon written, was at the time of such acknowledgment a NOTARY PUBLIC for the Commonwealth of Pennsylvania, residing in the County aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds or Conveyances for lands, tenements and hereditaments to be recorded in said State of Pennsylvania, and to all whose acts,

New Jersey State Library

as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said NOTARY PUBLIC and verily believe his signture thereto is genuine, and I further certify that the said Instrument is executed and acknowledged in conformity with the laws of the State of Pennsylvania.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 26th day of February in the year of our Lord one thousand nine hundred and seven (1907.)

(Seal.) THOMAS K. FINLETTER,
Prothonotary.
By JAS. W. FLETCHER,
Dep. Prothonotary.
Durante Absentia, Secundum Legem.

(EXHIBIT D 33)

New York, Nov. 24, 1919.

John A. Scanlan, Esq.,
Drexel Building,
Philadelphia.

Dear Mr. Scanlan:—

In case of my death, it is my wish and I hereby authorize you to convey to my son, Charles C. Spear, in fee, or to such person or corporation as he may designate all real estate, including the Cooper Homestead farm and E. Stiles Ave., Collingswood lot. which Charlie and I jointly own and which stands in your name on the records of Camden Co., New Jersey.

Very sincerely yours,
Helen C. Douglas.

(EXHIBIT D 26.)

April 6, 1903, $500.00 from C. C. S.

April 22, 1903, $300.00 from C. C. S. per J. Dietrick.

April 22, 1903, $8.00 from C. C. S. per Camermayer Shoe Store.

June 2 or 12, 1903, $95.00 from Ed. Hoke.
July 8, 1903, $450.00 Int. Locustwood C. Co.
July 29, 1903, $200.00 from C. C. S. from Gracios.
Sept. 3rd, 1903, $60.00 from C. C. S from Managua.
Dec. 26th, 1903, $200.00 from C. C. Spear, Leon—
Feb. 4, 1904, $200.00 check.
Feb. 4, 1904, $200.00 check of The United States & Nic. Co.; dated Jan. 7th, 1904, Santa Cruz, and signed by James Deitrick, Managing Director, drawn to the order of Carlos C. Spear and endorsed by him to me.
Feb. 17th, $450.00 from L. N. C. Cor.
Bank Acct. 1903— (?) Acct.
Deposited.
Bank Acct. 1903—
Deposited
April 6th, C. $500.00 from C. C. S., used to pay Geiges for Shoemaker & Busch.
April 22nd, C. $308.00 from C. C. S., used to pay Geiges for Shoemaker & Busch.
June 2, C. $95.00 from Ed. Horse.
July 8, C. $450.00, L. N. C. Co., deposited $211.00 in 7th & Walnut.
July 29, C. $200.00 from C. C. S.
Sept. 11, C. $60.00 from C. C. S. used to pay draft in Central Trust for C. C. S.
Dec. 26, C. $200.00 from C. C. S., used to pay int. and taxes on Stiles Ave. and $50 for him deposited in 7th & Walnut.

1904

Feb. 4, C. $400.00 from C. C. S., used to pay drafts for C. C. S. on H. C. D., payable to Replay & LeBurn.
Feb. 17, C. $450.00, from L. W. C. Co.
March 28, C. $200.00 from C. C. S., used to pay for lot adjoining 23 E. Stiles Ave.
Check dated Port Dietrick, Nic., Feb. 28th, 1904, signed Wm. Penn Henley, payable to Helen C. Douglas.

(EXHIBIT D 9)

BOND AND WARRANT.

EQUITABLE ESTATES CORPORATION,
TO
J. HENRY LONGMAID, ET ALS.

KNOW ALL MEN BY THESE PRESENTS, That it, Equitable Estates Corporation, a corporation, under and by virtue of the laws of New York, (hereinafter called the Obligor) held and firmly bound unto J. Henry Longmaid, Edward S. Wood, William E. Haden, Mary A. E. Harvey, Katharine M. Berwind, Trustees of the Estate of Richard Esterbrook, deceased, (hereinafter called the Obligees) in the sum of Six Thousand Dollars, ($6,000.00), lawful money of the United States of America, to be paid to the said Obligee their certain Attorney, Heirs or Assigns; to which payment well and truly to be made the said Obligor doth hereby bind and oblige itself, its successors and assigns firmly by these presents.

Sealed with it corporate seal.

Dated the Third day of November in the year of our Lord one thousand nine hundred and twenty, (1920).

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Obligor, its successors or assigns shall and do well and truly pay or cause to be paid, unto the above named Obligee their certain Attorney, or Assigns, the just sum of Three Thousand Dollars, lawful money aforesaid, payable at the expiration of three years from the date hereof, together with interest thereon, payable semi-annually, at the rate of six per cent. per annum, and together with all taxes, or charges in nature thereof, that may be laid or levied on this obligation, or the principal

and interest moneys hereby secured, immediately upon their assessment, without any fraud or further delay; and for the production to the said Obligee, their Heirs or Assigns, on or before the thirty-first day of December of each and every year, of receipts for all taxes of the current year assessed upon the premises described in an accompanying indenture of mortgage; then the above obligation to be void, or else to be and remain in full force and virtue. PROVIDED, however, and it is hereby expressely agreed, that no credit shall be claimed or allowed on the interest above provided because of any taxes paid upon said premises, and that if at any time default shall be made in the payment of interest, as aforesaid, for the space of thirty days after any semi-annual payment thereof shall fall due, or in the payment of any tax or charge as aforesaid, for the space of ninety days after the same shall become payable, or in such production of tax receipts as aforesaid, on or before the day aforesaid, then and in either such case the whole principal debt aforesaid shall, at the option of the Obligee therein named, their Heirs or Assigns, become due and payable immediately, and payment of said principal debt, and all interest thereon, shall be enforced and recovered at once, anything herein contained to the contrary notwithstanding.

EQUITABLE ESTATES CORPORATION,
By Helen C. Douglas, Pres.

SEALED AND DELIVERED IN THE
PRESENCE OF

(Seal) Mercedes Spear,
Secretary.

To any Attorney of any Court of Law in New Jersey, or elswhere:

This is to authorize you to appear for us, Equitable Estates Corporation, in any court of competent jurisdiction in case of the breach of the condition of the

above Bond and confess judgment for the penalty therein contained, as of the last or any subsequent term, with costs of suit and release of errors; and this shall be your sufficient warrant.

IN WITNESS WHEREOF, it, the said party of the first part hath hereunto set its corporate seal and caused these presents to be signed by its President, and attested by its Secretary, this third day of November, in the year of our Lord one thousand nine hundred and twenty, (1920.)

EQUITABLE ESTATES CORPORATION,
By Helen C. Douglas, Pres.

SEALED AND DELIVERED IN THE
PRESENCE OF
Mercedes Spear,
Secretary.

(EXHIBIT D 8)

MORTGAGE

EQUITABLE ESTATES CORPORATION,
TO
J. HENRY LONGMAID, ET ALS.

THIS INDENTURE, made the Third day of November in the year of our Lord one thousand, nine hundred and twenty (1920).

BETWEEN Equitable Estates Corporation, a corporation, under and by virtue of the laws of New York, party of the first part, and J. Henry Longmaid, Edward S. Wood, William E. Haden, Mary A. E. Harvey, Katharine M. Berwind, Trustees of the Estate of Richard Esterbrook, deceased, parties of the second part.

WHEREAS, the said party of the first part, in and by its certain Obligation or Writing obligatory, under its corporate seal duly executed, bearing even date herewith, stands bound unto the said party of the second part in the sum of Six Thousand Dollars lawful money of the United States of America, conditioned for the payment, in lawful money as aforesaid, of the just sum of Three Thousand Dollars, payable at the expiration of three years for the date thereof, together with interest thereon, payable semi-annually, at the rate of six per cent. per annum, and together with all taxes or charges in nature thereof that may be laid or levied on said obligation or this indenture of mortgage, or the principal and interest moneys thereby secured, immediately upon their assessment, without any fraud or further delay; and for the production to said Obligee, their Heirs or As-

signs, on or before the thirty-first day of December of each and every year, of receipts for all taxes for the current year assessed upon the premises hereinafter described:

PROVIDED, however, and it was thereby expressly agreed, that no credit shall be claimed or allowed on the interest above provided because of any taxes paid upon said premises, and that if at any time default should be made in payment of interest as aforesaid for the space of thirty days after any semi-annual payment thereof should fall due, or in the payment of any tax or charge as aforesaid, for the space of ninety days after the same shall first become payable, or in such production of tax receipts as aforesaid, on or before the day aforesaid, then and in either such case the whole principal debt as aforesaid should, at the option of the obligee therein named, their Heirs or Assigns, become due and payable immediately, and payment of said principal debt, and all interest thereon, should be enforced and recovered at once, anything therein contained to the contrary notwithstanding, as in and by the said recited obligation, and the condition thereof, relation to the same being had, may more fully and at large appear.

NOW THIS INDENTURE WITNESSETH, that the said party of the first part, as well for and in consideration of the aforesaid debt or sum of Three Thousand Dollars and for the better securing the payment thereof unto the said party of the second part, their Heirs and Assigns, in discharge of the said obligation above recited, as for and in consideration of the further sum of one dollar, in specie, well and truly paid to the said party of the first part by the said party of the second part, at and before the ensealing and delivery hereof, the receipt of which one dollar is hereby acknowledged, hath granted, bargained, sold, released and confirmed and

by these presents doth grant, bargain, sell, release and confirm, unto the said party of the second part, their and Assigns, ALL that certain lot, tract or piece of land, situate in the Borough of Collingswood, in the County of Camden and State of New Jersey, being marked and designated as lot Number six (6) on the map or plan of the Homestead Tract, Collingswood, N. J., a copy of which map or plan is duly filed in the Office of the Register of Deeds of Camden County, which said lot is bounded and described as follows:—

BEGINNING at a point in the Northwest line of Stiles Avenue, distant two hundred and fifty feet Northeast from the North corner of Stiles and Haddon Avenues, and extending thence (1) Northwest, at right angles to Stiles Avenue One hundred and thirty-four feet and two tenths of a foot; thence (2) North twenty-eight degrees, nine minutes and fifty seconds east, fifty feet and ninety-nine one thousandths of a foot; thence (3) Southeast, at right angles to Stiles Avenue, one hundred and thirty-one feet and four one-hundredths of a foot to the Northwest line of Stiles Avenue; thence (4) Southwest along the same fifty feet to the place of beginning.

BEING the same premises which Helen C. Douglas, by deed dated June 22nd, 1920, recorded in the Register of Deeds Office of Camden County in Book of deeds, No. 472, page granted and conveyed unto the said Equitable Estates Corporation, a corporation under and by virtue of the laws of New York, in fee.

TOGETHER with all and singular the improvements, woods, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversion and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said hereditaments and premises above granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, their heirs and Assigns, to and for the only proper use and behoof of the said party of the second part, their heirs and Assigns forever.

PROVIDED ALWAYS, nevertheless, that if the said party of the first part, its successors or Assigns, do and shall well and truly pay, or cause to be paid, unto the said party of the second part, their or assigns, the aforesaid debt or principal sum of Three Thousand Dollars on the day and time hereinbefore mentioned, and appointed for the payment thereof, together with interest for the same, in like money, and for all taxes and charges, and production of tax receipts, in way and manner hereinbefore specified therefor, without any fraud or further delay and without any deduction, defalcation or abatement to be made for or in respect of any taxes, charges or assessments whatsoever; that then and from thenceforth, as well this present indenture, and the estate hereby granted, as the said obligation above recited shall cease, determine and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. AND the said party of the first part, for itself, its successors or assigns doth covenant and grant to and with the said party of the second part, their heirs and Assigns, that the said party of the first part, its successors and Assigns, shall not nor will apply for, or claim, any deduction, by reason of this mortgage, from the taxable value of the said lands and premises; and that the said party of the second part, their heirs and Assigns, shall and may from time to time, and at all times after default shall be made in the performance of the proviso or condition herein contained, peaceably

and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the above granted and bargained premises, with the appurtenances, without the let, suit, trouble, hindrance or denial of the said party of the first part, its successors or Assigns, or of any other person or persons whatsoever. AND it is also further agreed, by and between the parties to these presents, that the said party of the first part shall and will keep the buildings erected and to be erected upon the lands above conveyed insured against loss or damage by fire, in some safe and responsible Insurance Company or Companies, to an amount not less than Three Thousand dollars, and assign the policy and certificate thereof to the said party of the second part as collateral security for the payment of the principal and interest aforesaid; and in default thereof, it shall be lawful for the said party of the second part to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond and obligation, and secured by these presents, and payable on demand, with legal interest.

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

EQUITABLE ESTATES CORPORATION,
By Helen C. Douglas, Pres.

SEALED AND DELIVERED
IN THE PRESENCE OF
Mercedes Spear,
Secretary.

State of New York, }
New York County, } ss.

BE IT REMEMBERED, that on this third day of November, in the year of our Lord one thousand nine

hundred and twenty, before me, a notary public, in the County of New York, personally appeared Mercedes Spear, who being by me duly sworn, on her oath saith, that she is the Secretary of Equitable Estates Corporation, the grantor within named, and that Helen C. Douglas is the President; that deponent knows the common or corporate seal of said grantor and that the seal annexed to the within Deed or Conveyance is such common or corporate seal; that the said Deed or Conveyance was signed by the said President and the seal of said grantor affixed thereto in the presence of deponent; that said Deed or Conveyance was signed, sealed and delivered as and for the voluntary act and deed of said grantor for the uses and purposes therein expressed, pursuant to a resolution of the Board of Directors of said grantor; and at the execution thereof this deponent subscribed her name thereto as witness.

Sworn and Subscribed the
day and year aforesaid.

(Seal.)

HOBART S. BIRD.
Notary Public, New York County.
New York County Clerk's No. 396.
New York County Register's No. 2115.
Kings County Clerk's No. 128.
Kings County Register's No. 2122.

No. 39404, Series B.

State of New York, }
County of New York, } ss.

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That

HOBART S. BIRD,

whose name is subscribed to the deposition or certificate of the proof of acknowledgment of the annexed

instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County the Third day of November, 1920.

WILLIAM F. SCHNEIDER, Clerk.

(EXHIBIT D 75)

POWER OF ATTORNEY.

CHARLES C. SPEAR
TO
HELEN C. DOUGLAS

(Book 352 of Deeds, Page 456.)

Know all men by these presents that I, Charles C. Spear, of Coopertown, Camden County, New Jersey have made constituted and appointed and by these presents do make, constitute and appoint and in my place and stead put and depute my mother, Helen C. Douglas, of Coopertown, in the county and state aforesaid, my true and lawful attorney for me and in my name and for my use to ask demand, sue for and receive all sum or sums of money, debts, goods, wares and other demands whatsoever which may now be due or which shall become due owing payable and belonging to me by manner or means whatsoever and to bargain sell, transfer and convey any property, real, personal or mixed to me belonging to whomsoever for whatsoever consideration and at any time she may desire and to make and execute any mortgage or mortgages on any or all property belonging to me whether real, personal or mixed and to give bond for me and in my name and do all acts whatsoever that I myself might or could possibly do, if personally present, in witness whereof I have hereunto set my hand and seal the fourteenth day of June in the year one thousand nine hundred and ten. Chas. C. Spear, (Seal), sealed and delivered in the presence of John L. Burk. State of New Jersey, Camden County, ss., be it remembered that on this fourteenth (14th) day of June in the year of our

Lord, one thousand, nine hundred and ten (1910) before me, the subscriber, a commissioner of deeds of New Jersey, personally appeared Charles C. Spear, who I am satisfied is the grantor mentioned in the above power of attorney and I having first made known to him the contents thereof he acknowledged that he signed and sealed and delivered the same as his voluntary act and deed all of which is hereby certified. John L. Burk, commissioner of deeds. Recorded December 2nd, 1910, at 4.05 P. M., by Edward W. Delacroix.

STATE OF NEW JERSEY,
COUNTY OF CAMDEN.

I EDWARD W. DELACROIX, Register of Deeds and Mortgages for the County of Camden, do hereby certify, that the foregoing is a true copy of the record of the Power of Attorney from Charles C. Spear to Helen C. Douglas as the same is of record in my office in Book 352 of Deeds, page 456.

IN TESTIMONY, I have hereunto set my hand and affixed my official seal,
(Seal) at Camden, this Seventh day of June, A. D. 1920.

EDWARD W. DELACROIX,
Register.

(EXHIBIT D 74)

POWER OF ATTORNEY.

CHARLES C. SPEAR
TO
HELEN C. DOUGLAS.

Know all men by these presents that I, Charles C. Spear of Merchantville, Camden County, New Jersey, have made, constituted and appointed and by these presents do make constitute and appoint and in my place and stead put and depute my mother, Helen C. Douglas, of Merchantville, in the County and State aforesaid, my true and lawful attorney for me, and in my name and for my use to ask, demand, sue for and receive all such sum or sums of money, debts, goods, wares and other demands whatsoever, which may now be due or which shall become due, owing, payable and belonging to me by any manner or means whatsoever and to bargain, sell, transfer and convey any property, real, personal or mixed to me belonging to whomsoever for whatsoever consideration and at any time she may desire and to make and execute any mortgage or mortgages on any or all property belonging to me whether real, personal or mixed and to give bond for me and in my name and to all acts whatsoever that I, myself might or could possibly do if personally present, in witness whereof I have hereunto set my hand and seal this twenty-seventh day of November, one thousand, eight hundred and ninety-nine. Charles C. Spear (Seal). Signed, sealed and delivered in the presence of Wm. Longstreth, State of New Jersey, Camden Co., ss. Be it Remembered that on this twenty-eight day of November A. D. 1899, before me a Commissioner of

deeds in and for the State of New Jersey, personally appeared Charles C. Spear, who acknowledged that he signed and delivered the above as his voluntary act and deed. All of this is hereby certified. Wm. Longstreth, Commissioner of deeds (seal) Recorded Aug. 18th, A. D. at 2.05 P. M., by Issac W. Coles, Register.

STATE OF NEW JERSEY.
COUNTY OF CAMDEN.

I, JOSHUA C. HAINES, Register of Deeds and Mortgages for the County of Camden, do hereby certify that the foregoing is a true copy of the record of the Power of Attorney from Charles C. Spear to Helen C. Douglas as the same is of record in my office in Book 266 of Deeds, page 200.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal at Camden, this Twenty-eighth day of October A. D. 1924.

(Seal)

JOSHUA C. HAINES,
Register.

(EXHIBIT D5)

DECLARATION OF HELEN C. DOUGLAS.

State of New York,
City and County of New York, } ss.
Borough of Manhattan.

Helen C. Douglas, of the Township of Delaware, County of Camden and State of New Jersey, being duly sworn doth depose and say:

(1) That on the 4th day of June, 1910, Charles C. Spear, then of Delaware Township, Camden County, New Jersey, did execute a power of attorney to her, the said Helen C. Douglas, in order that by virtue thereof she might exercise full control over all the estate, real, personal and mixed of the said Charles C. Spear, in the United States of America, in accordance with the terms of a verbal agreement between the said Charles C. Spear and the said Helen C. Douglas, whereby she was to fully enjoy all the rents, issues and profits thereof and moneys derived therefrom during her life time, upon the following conditions: (a) that she should not take title in her own name to any of said real estate, because of the lack of positive proofs of death of her supposedly deceased husband, William D. Douglas, and the consequent possibility of his appearing and claiming an interest in said real estate to the detriment of the rightful owner in equity, the said Charles C. Spear, his heirs or assigns, (b) that, while she, the said Helen C. Douglas should have the right to mortgage, sell, transfer and convey the said estate or any parts thereof to whomsoever and under such terms and conditions as she, the said Helen C. Douglas, might in her sole and absolute judgment elect and deter-

mine, and might freely apply to her sole use and benefit without rendering any accounting to the said Charles C. Spear, his heirs or assigns, all or any parts of the moneys derived therefrom, nevertheless, she, the said Helen C. Douglas, should at all times keep the residue of said estate and moneys derived therefrom so guarded and conserved that in event of her death no part of the said estate of Charles C. Spear, should appear as a part of her own estate, because of the possibility of her kin, or others, claiming a share therein and thereby involving in litigation the rights of the said Charles C. Spear, his heirs or assigns to the residue of said estate and moneys derived therefrom; (c) that in consideration of the said Charles C. Spear having placed at her disposal, for her own personal use and benefit during her lifetime, all of his estate in the United States as aforesaid, and in view of the possibility of the same or a part thereof, or moneys derived therefrom, appearing in event of her death, as her own estate or a part thereof, and in further view of the facts that she possesses very little of value apart from the said estate of Charles C. Spear, and moneys derived therefrom, she, the said Helen C. Douglas should in her last will and testament bequeath all her estate to the said Charles C. Spear or his heirs, or to such person or persons as he should deem advisable, for the sole use and benefit of the said Charles C. Spear, or his heirs;

(3) That in pursuance with the terms and spirit of the aforesaid verbal agreement and acting in her capacity as attorney-in-fact for the said Charles C. Spear, she permitted the foreclosure of a certain mortgage held by Josephine Allen against a certain tract of land property of the said Charles C. Spear, known as the Cooper Homestead Farm, situate in Delaware Township, Camden County, New Jersey, and specifically described in the deed of Joseph E. Nowrey, Sheriff, to George H. Aleck, recorded in

Book 389 of Deeds for said County on page 209, etc., and caused the same to be purchased at Sheriff's sale by the said George H. Aleck, with money procured by her, the said Helen C. Douglas, from the said Josephine Allen upon a new mortgage executed by the said George H. Aleck to the said Josephine Allen at the request of the said Helen C. Douglas; and that the said George H. Aleck continued to hold the title of record to the said premises at her request, until she requested him to transfer and convey the said premises to John A. Scanlan, of Camden, New Jersey, in whom the naked title of record now rests;

(4) That the lot of land designated as Lot No.5, on the map of the Homestead Tract, Collingswood, Camden County, New Jersey, together with the buildings thereon erected, known as No. 23 East Stiles avenue, to which Alice M. Wesley, of Haddonfield, New Jersey, holds title of record, was purchased by her, the said Helen C. Douglas, with moneys advanced by the said Charles C. Spear, who is the real owner in equity; and that the lots adjoining the said premises and known as Lot No. 6, and to which the said John A. Scanlan holds title of record was likewise purchased by the said Helen C. Douglas with money obtained from the said Charles C. Spear, who is the real owner in equity thereof;

(5) That she, the said Helen C. Douglas, has enjoyed and does freely enjoy all the rents, issues and profits of all the aforesaid premises and that none of the owners of record thereof have any real interest in the said premises, on any part thereof, and that all of said premises are a part of the said estate of Charles C. Spear.

HELEN C. DOUGLAS, (SS.)

Subscribed and Sworn to before me this Second day of November, 1917.

Charles L. Pierce,
Notary Public 76.

New York County Register's No. 8016.

Commission expires March 30, 1918.

State of New Jersey, } ss.
County of Hudson. }

Be it remembered that on this Third day of November in the year of our Lord, One Thousand Nine Hundred and Seventeen, before me, the subscriber, a Commissioner of Deeds for New Jersey, personally appeared Helen C. Douglas, who, I am satisfied, is the grantor mentioned in the within instrument to whom I first made known the contents thereof, and that thereupon she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

JULIUS H. KRUSE,
Commissioner of Deeds,
Hudson Co., New Jersey.

Received at Camden, N. J. Sept. 2nd. 1921, at 10.30 A. M., and Recorded in book No. 492 of Deeds, Page 79, &c., in the office of the Register of Deeds, &c., of Camden County.

Joshua C. Haines,
Register.

No. 62259—Series B.

State of New York, }
County of New York, } ss.

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That

Charles L. Pierce,

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 29 day of August, 1921.

(Seal) WM. T. SCHNEIDER,
Clerk.

(EXHIBIT D76)

DEED.

CHARLES C. SPEAR
TO
LOCUSTWOOD CEMETERY CO.

This Indenture made the seventeenth day of November in the year of our Lord one thousand nine hundred and two (1902) Between Charles C. Spear, of Delaware Township, County of Camden, and State of New Jersey by Helen C. Douglas, his attorney in fact of the first part and the Locust Wood Cemetery Company, a corporation and body politic of the State of New Jersey of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Twenty-seven Thousand Dollars lawful money of the United States of America well and truly paid by the said party of the second part to the said party of the first part at and before the ensealing and delivery of these presents the receipt whereof is here acknowledged hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents doth grant bargain sell alien enfeoff, release convey and confirm unto the said party of the second part its successors and assigns; ALL that certain lot, tract or parcel of land and premises, situate in the Township of Delaware, in the County of Camden and state of New Jersey, bounded and described as follows: BEGINNING at a point where the centre line of the Coopers Landing Road intersects with the Centre line of the Marlton Turnpike; thence extending (1) along the centre line of the Coopers Landing Road south fifty-three degrees thirty-five minutes, thirty seconds, west two

hundred and twenty-nine and ninety-one hundredths feet to a point; thence (2) north fifty-one degrees seventeen minutes thirty seconds west five hundred and sixty-three and ninety-eight hundredths feet to a point in the centre line of said Marlton Turnpike; thence (3) along the centre line of said Marlton Turnpike north seventy degrees fifty-five minutes west eleven hundred and twenty-eight and ninety-two one hundredths feet to a point; thence (4) still along the centre line of said Marlton Turnpike north sixty-two degrees and fifty minutes west ninety-one and forty-eight one hundredths feet to a point where the centre line of the Marlton Turnpike intersects with Nicholsons line; thence (5) forty-three degrees thirty-seven minutes east five thousand one hundred and twenty-six and ten one hundredths feet to a stake for a point; thence (6) south forty-one degrees twenty-nine minutes east ten hundred and ninety two and nineteen one hundredths feet to a spike for a point in the centre line of the Coopers Landing Road; thence (7) along the centre line of the Coopers Landing Road south thirty-five degrees fifteen minutes west one thousand three hundred and thirty-four and eighty-eight one hundredths feet to a spike for a point; thence (8) still along the centre line of the Coopers Landing Road south thirty-six degrees one minute west one thousand, eight hundred and ninety-four and forty-eight one hundredths feet to a stake for a point; thence (9) still along the centre line of the Coopers Landing Road south fifty-two degrees west one thousand ten hundred and forty-one and twenty-eight one hundredths feet to the centre line of the Marlton Turnpike and place of beginning.

Being the same or a part of the same land and premises which Michael Cotler granted and conveyed unto the said Charles C. Spear in fee by deed dated July 11th, A. D. 1902, and of record in the office of the Register of Deeds in the County of Camden in Book

No. 264 of deeds, page 440, &c. Together with all and singular the improvements woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same, belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity of the said party of the first part of in and to the said premises and every part thereof with the appurtenances. To have and to hold the said premises above described with all and singular the hereditaments and appurtenances unto the said party of the second part, its successors and assigns to the only proper use, benefit and behoof of the said party of the second part its successors and assigns forever, and the said party of the first part for himself, his heirs, executors and administrators, doth by these presents covenant, grant and agree to and with the said party of the second part its successors and assigns, that he, the said party of the first part and his heirs, all and singlar the hereditaments and premises above described and granted or mentioned and intended so to be with the appurtenances unto the said party of the second part, its successors and assigns against him, the said party of the first part and his heirs and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will warrant and forever defend. In witness whereof the said Helen C. Douglas, hath hereunto set the hand and seal of her principal, Charles C. Spear, by virtue of a letter of attorney given to her by the said Charles C. Spear, bearing date the 27th day of November, A. D. 1899, and duly recorded in the Register of deeds office, of Camden County in Book 266 of Deeds, page 200, dated the day and year first above written, Charles C. Spear

(Seal) by Helen C. Douglas, Attorney in fact. Signed, sealed and delivered in the presence of John B. Kates. State of Pennsylvania, Philadelphia County, ss. Be it Remembered that on this seventeenth day of November, in the year of our Lord one thousand, nine hundred and two, before me a Master in Chancery of New Jersey, personally appeared Helen C. Douglas, Attorney in fact of Charles C. Spear, who I am satisfied is the grantor mentioned in the above deed or conveyance and I having first made known to her the contents thereof, she acknowldeged that she signed, sealed and delivered the same as her voluntary act and deed, all of which is hereby certified. John B. Kates, M. C. C., of N. J. Recorded Nov. 18th, A. D. 1902, at 11.15 A. M., by Isaac W. Coles, Register.

STATE OF NEW JERSEY.
COUNTY OF CAMDEN.

I, JOSHUA C. HAINES, Register of Deeds and Mortgages for the County of Camden, do hereby certify, that the foregoing is a true copy of the record of the Deed from Charles C. Spear to Locustwood Cemetery Co. as the same is of record in my office in Book 268 of Deeds, page 561 &c.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Camden, this Twenty-eighth day of October A. D. 1924.

(Seal)

JOSHUA C. HAINES,
Register.

(EXHIBIT D79)

DEED.

THOMAS E. FRENCH, TR.
TO
HELEN C. DOUGLAS, ET ALS.

10

THOS. E. FRENCH, Trustee, to HELEN C. DOUGLAS, & als. } This Indenture made the twenty-first day of February, in the year of our Lord, one thousand nine hundred and ten, BETWEEN Thomas E. French, of the city and county of Camden in the State of New Jersey, trustee party of the first part, Helen C. Douglas and Charles C. Spear, of the Borough of Collingswood, in the County of Camden and State of New Jersey, 20 and Cyrus D. Marter of the said city of Camden parties of the second part, and Leslie M. Holloway, of the city and county of Philadelphia and state of Pennsylvania, party of the third part. Whereas, by a deed of trust, dated the twenty-eighth day of September, A. D., nineteen hundred and eight, wherein said Cyrus D. Marter and wife were parties of the first part, said Thomas E. French was party of the second part and Helen C. Douglas and Charles C. Spear were parties of the third part, land and premises herein- 30 after described were conveyed unto said Thomas E. French, his heirs and assigns upon certain trusts herein specified, declared and set forth, which said deed is of record in the office of the Register of Deeds, of Camden County in Book 337 of deeds, page 616 &c., and whereas in and by said deed it was among other things declared that all of the trusts thereby declared and created may be revoked and annulled,

the trustee released and discharged and the trust property conveyed and transferred at any time during the life of the said Helen C. Douglas by a deed duly executed and acknowledged by the said trustee, the said Cyrus D. Marter, if living, and the said Helen C. Douglas and Charles C. Spear, and whereas the parties hereto have agreed that the trusts declared and created by said deed be revoked and annulled the said Thomas E. French, trustee, released and discharged and the trust property conveyed and transferred free and clear of all trusts now. This Indenture Witnesseth, that the parties hereto in consideration of the premises, do mutually stipulate and agree that all of the trusts declared and created by the hereinbefore recited deed, be and they are hereby revoked and annulled, and that the said Thomas E. French, be and he is hereby released and discharged as such trustee and from all claims whatever and the said parties of the first and second part for and in consideration of the sum of One Dollar lawful money of the United States of America, well and truly paid by the said Leslie M. Holloway, to them at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and for divers other good considerations thereunto them moving have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and assigned, transferred and set over and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm and assign, transfer and set over unto the said Leslie M. Holloway, his heirs or assigns, all the parts of the farm plantation and tracts of land known as the Cooper Homestead Farm, situate in the Township of Delaware in the county of Camden and State of New Jersey, excepted from the grant to Floyd H. Bradley, bearing even date herewith, being the triangular piece south of the Marlton Turnpike, and a tract at the Northwest corner of the Coop-

er Landing Road and said Marlton Turnpike, commencing at a stone in the middle of said Turnpike at its intersection with Cooper Landing Road and extending along the middle line of said Marlton Turnpike westerly seven hundred and fifty feet to the place of commencement, described of the tract conveyed to the Fernwood Cemetery Association; thence northwardly along the easterly line of said tract six hundred and fifty feet; thence still northwardly parallel to said Cooper Landing Road thirteen hundred and fifty feet; thence eastwardly at right angles to said Cooper Landing Road to the middle of the same; thence southwardly along the middle of said Cooper Landing Road to the place of beginning. The said Charles C. Spear does hereby covenant and agree to assume the payments of the mortgage of twenty-five hundred dollars on said land and premises and to pay the interest on such mortgage as it falls due together with all and singular the buildings and improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and the profits thereof, and of every part and parcel thereof and also all the state right, title, interest, property, possession, claim and demand whatsoever, both in law and equity of the said party of the first part and second part of in and to the said premises with the appurtenances. To have and to hold the said premises with all and singular the appurtenances unto the said party of the third part his heirs and assigns to the only proper use, benefit and behoof of the said party of the third part, his heirs and assigns and the said parties of the first and second part, each for himself or herself, his or her respective heirs. executors and administrators, do by these presents covenant, grant and agree to and with the said party of the third part, his heirs and as-

signs, that they the said parties of the first and second part, their heirs all and singular the hereditaments and premises hereinabove described and granted or mentioned and intended so to be with the appurtenances unto the said party of the third part his heirs or assigns against them the said parties of the first and second part their heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof by, from, through or under him, her, them or any of them shall and will warrant and forever defend.

In witness whereof the said parties of the first, second and third part to these presents have hereunto set their hands and seals dated the day and year first above written, Thomas E. French, trustee, (Seal), Cyrus D. Marter (Seal), Chas. C. Spear (Seal), Helen C. Douglas, (Seal), Leslie M. Holloway, (Seal), Signed, sealed and delivered in the presence of Samuel H. Richards. State of New Jersey, County of Camden, ss. Be it remembered that on this twenty-first day of February in the year of our Lord, one thousand nine hundred and ten before me, a Master in Chancery of New Jersey, personally appeared Charles C. Spear on the twenty-third day of February, 1910, before me personally appeared Cyrus D. Marter and Thomas E. French, trustee, on the twenty-third day of March, nineteen hundred and ten before me personally appeared Helen C. Douglas, and on the twenty-ninth day of March, nineteen hundred and ten, before me personally appeared and Leslie M. Holloway, who I am satisfied are the parties mentioned in and who executed the foregoing deed or conveyance and I having first made known to them the contents thereof they did each acknowledge that they signed, sealed and delivered the same as their and each of their voluntary act and deed. All of

which is hereby certified. Samuel H. Richards recorded March 31st, 1910, at 2.48 P. M. By Edward W. Delacroix, Register.

Book 346, page 266 &c.

STATE OF NEW JERSEY.
COUNTY OF CAMDEN.

I, JOSHUA C. HAINES, Register of Deeds and Mortgages for the County of Camden, do hereby certify, that the foregoing is a true copy of the record of the Deed from Thomas E. French, Trustee, to Helen C. Douglas, et als, as the same is of record in my office in Book 346 of Deeds, page 266, &c.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed (Seal) my official seal at Camden this Twenty-seventh day of October, A. D. 1924.

JOSHUA C. HAINES,
Register.

(EXHIBIT D 80)

DEED.

HOMESTEAD IMPROVEMENT CO.
TO
CHARLES C. SPEAR.

The indenture made the twenty-third day of June in the year of our Lord, one thousand nine hundred and three,

BETWEEN the Homestead Improvement Company, a corporation and body politic with and by virtue of the laws of the State of New Jersey of the first part and Charles C. Spear, of the Borough of Collingswood, County of Camden and State of New Jersey of the second part. WHEREAS one William W. Bozarth being duly and lawfully seized in fee simple of a large tract of land and premises situate in the Borough of Collingswood, in the County of Camden and State of New Jersey, did together with Anna Marie, his wife, in and by their certain deed duly executed bearing date the fourteenth day of September in the year of our Lord, one thousand eight hundred and ninety-nine and recorded in the Register of Deeds Office, of the County of Camden in book 240 of deeds, page 265 &c., grant and convey the same in fee simple with the said, The Homestead Improvement Company, a corporation and body politic under and by virtue of the laws of State of New Jersey, the party of the first part to this Indenture was laid the same off into town lots and made a map or plan thereof, entitled plan of the Homestead Tract, Collingswood, N. J., November 1899, A. A. Rose, Surveyor, a copy of which map or plan was duly filed in the Register of Deeds Office, of said County of

Camden, on the fifth day of April, A. D., 1900, and made and fixed certain restrictions upon the use of said lots as are hereinafter contained which are intended for the benefit and advantage of the whole tract;

NOW THIS INDENTURE WITNESSETH, That the said party of the first part as well for and in consideration of the sum of Thirty-two Hundred Dollars, lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged as in consideration of the covenants, conditions, restrictions, reservations and limitations hereinafter contained hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part his heirs and assigns, ALL THAT CERTAIN lot, tract or piece of land situate in the Borough of Collingswood in the County of Camden and State of New Jersey, being marked and designated as lot number six on the aforesaid map or plan, bounded and described as follows:

BEGINNING at a point in the northwest line of Stiles Avenue, distant two hundred and fifty feet northeast from the north corner of Stiles and Haddon Avenue and extending thence; (1) northwest at right angles to Stiles Avenue one hundred and thirty-four feet and two-tenths of a foot; thence (2) north twenty-eight degrees nine minutes and fifty seconds east fifty feet and ninety-nine one thousandths of a foot; thence (3) southeast at right angles to Stiles Avenue one hundred and thirty-one feet and four one hundredths of a foot to the northwest line of Stiles Avenue; thence (4) southwest along the same fifty feet to the place of beginning, subject nevertheless to

the following conditions restrictions, reservations and limitations for the benefit of the said The Homestead Improvement Company and also of its assigns to whom any part of said larger tract of land may heretofore have been or may hereafter be rented or conveyed by the said company or its assigns viz: (1) That no malt, vinous spirit wines or intoxicating liquors shall be manufactured or sold on said premises or any part thereof, (2) that no soap, bone boiling, lamp black, glue or varnish factory, powder mill, slaughter house, piggery or other business, trade or building of any offensive nature shall be carried on, erected or maintained on said premises or any part thereof, (3) that no building shall be erected on the above described premises costing less than dollars (unless the same be an out building or other similar structure merely auxiliary to the main building) nor shall any building be erected within twenty feet of the front line of said premises, (4) that any cesspool, privy wells or the like on said premises must be carefully cemented and kept tight and secure and as soon as a sewerage system is in operation in said borough of Collingswood, said party of the second part, at his own cost and expense, shall connect said premises therewith. All of the above conditions, restrictions, reservations and limitations are hereby accepted by the said party of the second part, who by this acceptance of the delivery of these presents hereby covenants and agrees, shall attach to the foregoing described lands and premises which shall at all times hereafter forever be subject to the same for the equal benefit and advantage of the said party of the first part hereto and any and all persons who have heretofore or may hereafter acquire any of the lands contained in the said tract and the map or plan thereof so as aforesaid, filed together with all and singular the building improvement, woods, ways, rights, liberties, privileges, hereditaments and appur-

tenances to the same belonging or in otherwise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and any part and parcel thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity of the said party of the first part of, in and to the said premises with the appurtenances, tohave and to hold the said premises with all and singular the appurtenances with the said party of the second part, his heirs and assigns to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever and the said the Homestead Improvement Company for itself and its successors doth of these presents covenant, grant and agree to and with the said party of the second part, his heirs and assigns, that it, the said the Homestead Improvement Company and its successors, all and singular the hereditaments and premises hereinabove described and granted or mentioned and intended so to be with the appurtenances the said party of the second part, his heirs and assigns against it, the said the Homestead Improvement Company and its successors and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof by, from, through or under it, them or any of them, shall and will subject to the aforesaid conditions, restrictions, reservations and limitations, warrant and forever defend. In witness whereof the said party of the first part, hath hereunto set its common or corporation seal and caused these presents to be signed by its President and attested by its Secretary, dated the day and year first above written. The Homestead Improvement Company, Patrick J. Farley, President, (Seal). Attest, John M. Kelley, Secretary. Signed, sealed and delivered in the presence (of restrictions No. 5 erased before execution.) T. Yorke Smith. State of New Jersey,

Camden County, ss. Be it remembered that on this twenty-third day of June in the year of our Lord, one thousand nine hundred and three, before me a commissioner of deeds for New Jersey, personally appeared John M. Kelley, who being by me duly sworn according to law on his oath, said and maketh due proof to my satisfaction, that one Patrick J. Farley is the President, and that the said deponent is the Secretary of The Homestead Improvement Company, a corporation, and body politic of the State of New Jersey, the grantor in the above deed named that he is well acquainted with the common or corporation seal of said corporation, that the seal affixed to the foregoing deed or conveyance is such common or corporate seal and was affixed thereto by the said President who also signed said deed as President and delivered the same as the voluntary act and deed of said corporation by virtue of the authority of a resolution of the Board of Directors of said corporation, that hereupon deponent attested the same as such secretary and also signed his name as a subscribing witness to the execution and delivery of said deed. All of which is hereby certified. John M. Kelley. Sworn and subscribed as aforesaid, before me this 23rd day of June, A. D. 1903. T. Yorke Smith, Commissioner or deeds for New Jersey. Recorded June 30, 1903, at 3.25 P. M., by Isaac W. Coles, Register.

STATE OF NEW JERSEY.
COUNTY OF CAMDEN.

I, JOSHUA C. HAINES, Register of Deeds and Mortgages for the County of Camden, do hereby certify, that the foregoing is a true copy of the record of the Deed from Homestead Improvement Co., to Charles C. Spear, as the same is of record in my office in Book 274 of Deeds, page 659, &c.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Camden, this 27th day of January, A. D. 1925.

(Seal)

JOSHUA C. HAINES,
Register.

(EXHIBIT D 81)

DEED.

CHARLES C. SPEAR,
By Helen C. Douglas, Atty.-in-fact,
TO
THOMAS B. HALL, TRUSTEE.

THIS INDENTURE, made the thirty-first day of March in the year of our Lord, one thousand, nine hundred and four; BETWEEN Charles C. Spear, of the Borough of Collingswood, County of Camden and State of New Jersey, by Helen C. Douglas, his attorney-in-fact of the first part, and Thomas B. Hall, Trustee, of the City of Camden, County of Camden, and State of New Jersey, of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the ensealing and delivering of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, heirs and assigns. All that certain tract or piece of land, situate in the Borough of Collingswood in the County of Camden and State of New Jersey, being marked and designated as lot number six (6) on the map or plan of the Homestead Tract, Collingswood, N. J., a copy of which map or plan is duly filed in the Office of the Register of Deeds of Camden County, which said lot is bounded and described as follows:

BEGINNING at a point in the northwest line of Stiles Avenue distant two hundred and fifty feet northeast from the north corner of Stiles and Haddon Avenues and extending thence; (1) northwest at right angles to Stiles Avenue one hundred and thirty-four feet and two-tenths of a foot; thence (2) north twenty-eight degrees, nine minutes and fifty seconds, east fifty feet and ninety-nine one thousandths of a foot; thence (3) southeast at right angles to Stiles Avenue one hundred and thirty-one feet and four one-hundredths of a foot to the northwest line of Stiles Avenue; thence (4) southwest along the same fifty feet to the place of beginning. Being the same land and premises granted and conveyed unto the said Charles C. Spear in fee by The Homestead Improvement Company, by deed dated June twenty-third A. D., 1903, and of record in the Office of the Register of Deeds of Camden County in book No. 274 of deeds, page 659 &c.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof; And also, all the estate, right title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances:

To have and to hold the said premises, with all and singular, the appurtenances, unto the said party of the second part, his heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

And the said party of the first part, for himself, his heirs, executors and administrators, doth by these presents covenant, grant and agree to and with the

said party of the second part, his heirs and assigns, that he, the said party of the first part and his heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances, unto the said party of the second part, his heirs and assigns, against him the said party of the first part and his heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof,

Shall and Will Warrant and forever Defend.

IN WITNESS WHEREOF, the said Helen C. Douglas hath by virtue of a letter of attorney given to her by the said Charles C. Spear bearing date the twenty-seventh day of November, A. D., 1899 and duly recorded in the Register of Deeds Office of Camden County in book 266 of deeds, page 200, hath hereunto set the hand and seal of her principal the said Charles C. Spear, the day and year first above written.

Signed, sealed and delivered
in the presence of

CHARLES C. SPEAR,
By HELEN C. DOUGLAS,
Attorney in fact.

The last four printed lines on
this page erased before
execution.

John B. Kates.

State of New Jersey, } ss.
Camden County, }

BE IT REMEMBERED, that on this thirty-first day of March in the year of our Lord, one thousand, nine hundred and four, before me, a Master in Chancery of said State of New Jersey, personally appeared Helen C. Douglas, who I am satisfied is the grantor mentioned in the above deed or conveyance and I having first made known to her the contents thereof

she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed. All of which is hereby certified.

JOHN B. KATES,
Master in Chancery of New Jersey.

Recorded April 1st, 1904, at 10.10 A. M., by Isaac W. Coles, Register.

STATE OF NEW JERSEY.
COUNTY OF CAMDEN.

I, JOSHUA C. HAINES, Register of Deeds and Mortgages for the County of Camden, do hereby certify, that the foregoing is a true copy of the record of the Deed from Charles C. Spear, by Helen C. Douglas, Atty.-in-fact, to Thomas B. Hall, Trustee as the same is of record in my office in Book 283 of Deeds, page 24, &c.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Camden, this 27th day of January, A. D. 1925.

(Seal)

JOSHUA C. HAINES,
Register.

(EXHIBIT D 82)

DEED.

THOMAS B. HALL, TRUSTEE,
TO
CHARLES C. SPEAR.

THIS INDENTURE, made the fourteenth day of July, in the year of our Lord, one thousand, nine hundred and four; BETWEEN Thomas B. Hall, Trustee, of the City and County of Camden, State of New Jersey, of the first part, and Charles C. Spear, of the Borough of Collingswood, County of Camden and State of New Jersey, of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar, lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the ensealing and delivering of these presents, the receipt whereof is hereby acknowledgd, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, his heirs and assigns; All that certain lot, tract or piece of land situate in the Borough of Collingswood, in the County of Camden and State of New Jersey, being marked and designated as lot number (6) on the map or plan of the Homestead Tract, Collingswood, N. J., a copy of which map or plan is duly filed in the Office of the Register of Deeds, of Camden County, which said lot is bounded and described as follows: BEGINNING at a point in the northwest line of Stiles Avenue, distant two hundred and fifty

feet northeast from the north corner of Stiles and Haddon Avenues and extending thence: (1) northwest at right angles to Stiles Avenue, one hundred and thirty-four feet and two-tenths of a foot; thence (2) north twenty-eight degrees, nine minutes and fifty seconds, east fifty feet and ninety-nine one-thousandths of a foot; thence (3) southeast at right angles to Stiles Avenue, one hundred and thirty-one feet and four one-hundredths of a foot to the northwest line of Stiles Avenue; thence (4) southwest along the same fifty feet to the place of beginning. Being the same land and premises granted and conveyed unto the Thomas B. Hall, Trustee, in fee, by Charles C. Spear, by deed bearing date of the thirty-first day of March, nineteen hundred and four and recorded in Book of Deeds No. 283, page 24, etc., in the Office of the Register of Deeds of Camden County.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof; And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances;

To have and to hold the said premises, with all and singular, the appurtenances, unto the said party of the second part, his heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

And the said party of the first part, for himself, his heirs, executors and administrators, doth by these presents covenant, grant and agree to and with the said party of the second part, heirs and assigns, that

he the said party of the first part and his heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances, unto the said party of the second part, his heirs and assigns, against him the said party of the first part and his heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, from or under him, them or any of them.

Shall and Will Warrant and forever Defend.

IN WITNESS WHEREOF, the said parties of the first part to these presents hath hereunto set his hand and seal dated the day and year first above written.

THOMAS B. HALL,
Trustee.

Signed, sealed and delivered
in the presence of
John B. Kates.

State of New Jersey, }
Camden County, } ss.

BE IT REMEMBERED, that on this fourteenth day of July in the year of our Lord, one thousand nine hundred and four, before me, a Master in Chancery of said State of New Jersey, personally appeared Thomas B. Hall, Trustee, who, I am satisfied is the grantor mentioned in the above deed or conveyance and I having first made known to him the contents thereof he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed. All of which is hereby certified.

JOHN B. KATES,
Master in Chancery of New Jersey.

Recorded July 14, 1904, at 12 M. by Isaac W. Coles, Register.

STATE OF NEW JERSEY.
COUNTY OF CAMDEN.

I, JOSHUA C. HAINES, Register of Deeds and Mortgages for the County of Camden, do hereby certify, that the foregoing is a true copy of the record of the Deed from Thomas B. Hall, Trustee, to Charles C. Spear, as the same is of record in my office in Book 285 of Deeds, page 301, &c.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Camden, this 27th day of January, A. D. 1925.

(Seal)

JOSHUA C. HAINES,
Register.

(EXHIBIT D 83)

DEED.

CHARLES C. SPEAR.
By Helen C. Douglas, Atty.-in-fact,
TO
THOMAS E. LUDLAM, JR.

THIS INDENTURE, made the sixteenth day of September in the year of our Lord, one thousand nine hundred and nine (1909), BETWEEN Charles C. Spear, of Collingswood, County of Camden and State of New Jersey, by Helen C. Douglas, his attorney-in-fact of Merchantville, County and State aforesaid, party of the first part, and Thomas E. Ludlam, Jr., of the City of Sea Isle City, County of Cape May, State of New Jersey, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations, lawful money of the United States of America, well and truly paid by the said party of the second part, to the said party of the first part, at and before the ensealing and delivering of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, heirs and assigns, ALL that certain lot, tract or piece of land situate in the Borough of Collingswood, in the County of Camden and State of New Jersey, being marked and described as lot number six (6) on the map or plan of the Homestead Tract, Collingswood, N. J., a copy of which map or plan is duly filed in the Office of the

Register of Deeds, of Camden County, which said lot is bounded and described as follows: BEGINNING at a point in the northwest line of Stiles Avenue distant two hundred and fifty feet northeast from the north corner of Stiles and Haddon Avenue and extending thence (1) northwest at right angles to Stiles Avenue one hundred and thirty-four feet and two-tenths of a foot; thence (2) north twenty-eight degrees nine minutes and fifty seconds, east fifty feet and ninety-nine one thousandths of a foot; thence (3) southeast at right angles to Stiles Avenue one hundred and thirty-one feet and four one hundredths of a foot to the northwest line of Stiles Avenue; thence (4) southwest along the same fifty feet to the place of beginning. Being the same land and premises granted and conveyed unto the said Charles C. Spear in fee by Thomas B. Hall, Trustee, by deed bearing date the fourteenth day of July, 1904, and recorded in Book No. 285 of deeds, page 301 &c., in the Office of the Register of Deeds &c., of Camden County. This conveyance is made by virtue of a Power of Attorney given by the said Charles C. Spear, to the said Helen C. Douglas, dated the twenty-seventh day of November, A. D., 1899, and of record in the Register of Deeds Office of Camden County in Book No. 266 of deeds, pages 200 &c., giving her amongst other things full power to bargain, sell, grant, release and convey any property to such person or persons and for such consideration and at any time she may desire.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof;

AND ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances:

To have and to hold the said premises, with all and singular, the appurtenances, unto the said party of the second part, his heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

And the said Charles C. Spear, for himself, his heirs, executors and administrators, doth by these presents covenant, grant and agree to and with the said party of the second part, his heirs and assigns, that he, the said Charles C. Spear and his heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned and intended to be so, with the appurtenances, unto the said party of the second part, his heirs and assigns, against him the said Charles C. Spear and his heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, from, through or under him, them or any of them.

Shall and Will Warrant and forever Defend.

In Witness whereof the said party of the first part to these presents hath hereunto set her hand and seal dated the day and year first above written.

CHAS. C. SPEAR, (Seal)
HELEN C. DOUGLAS,
Attorney-in-fact.

Signed, sealed and delivered
in the presence of
John L. Burk.

State of Pennsylvania, } ss.
Philadelphia County, }

BE IT REMEMBERED, that on this sixteenth day of September in the year of our Lord, one thousand nine hundred and nine (1909), before me, the subscriber, a Foreign Commissioner of Deeds for New Jersey in Pennsylvania, personally appeared Helen C. Douglas, who, I am satisfied is the attorney-in-fact of Charles C. Spear, the grantor mentioned in the above deed of conveyance and I having first made known to her the contents thereof she acknowledged that she signed, sealed and delivered the same in the name of and the voluntary act and deed of the said Charles C. Spear for the uses and purposes therein expressed. All of which is hereby certified.

JOHN L. BURK,
Commissioner of Deeds for the
State of New Jersey.

Recorded October 2nd, 1909, at 11.08 A. M., by Edward W. Delacroix, Register.

STATE OF NEW JERSEY.
COUNTY OF CAMDEN.

I, JOSHUA C. HAINES, Register of Deeds and Mortgages for the County of Camden, do hereby certify, that the foregoing is a true copy of the record of the Deed from Charles C. Spear, by Helen C. Douglas, Atty.-in-fact to Thomas E. Ludlam, Jr., as the same is of record in my office in Book 342 of Deeds, page 21 &c.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
(Seal) my official seal at Camden, this 27th day of January A. D. 1925.

JOSHUA C. HAINES,
Register.

(EXHIBIT D 84)

DEED.

THOMAS E. LUDLAM, JR.,
TO
ALICE M. WESLEY.

THIS INDENTURE, made the eighteenth day of March in the year of our Lord, one thousand nine hundred and ten (1910), BETWEEN Thomas E. Ludlam, Jr., single man, of the City of Sea Isle, County of Cape May and State of New Jersey of the first part, and Alice M. Wesley, single woman, of the City and County of Camden and State of New Jersey, of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the ensealing and delivering of these presents, the receipt whereof is hereby acknowledged, hath granted. bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, heirs and assigns, All that certain lot, tract or piece of land situate in the Borough of Collingswood in the County of Camden and State of New Jersey, being marked and described as lot number six (6) on the map or plan of the Homestead Tract, Collingswood, N. J., a copy of which map or plan is duly filed in the Office of the Register of Deeds of Camden County, which said lot is bounded and described as follows:

BEGINNNING at a point in the northwest line of Stiles Avenue distant two hundred and fifty feet northeast from the north corner of Stiles and Haddon Avenues and extending thence (1) northwest at right angles to Stiles Avenue one hundred and thirty-four feet and two-tenths of a foot; thence (2) north twenty-eight degrees, nine minutes and fifty seconds east fifty feet and ninety-nine one thousandths of a foot; thence (3) southeast at right angles to Stiles Avenue, one hundred and thirty-one feet and four one-hundredths of a foot to the northwest line of Stiles Avenue; thence (4) southwest along the same fifty feet to the place of beginning.

Being the same premises which Charles C. Spear by his attorney in fact, Helen C. Douglas by Indenture bearing date September 16, A. D., 1909, and of record in the Register of Deeds Office of Camden County in book 342 of deeds, pages 21 &c., granted and conveyed unto the said Thomas E. Ludlam, Jr., in fee.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof; And also, all the estate, right, title, interest, property, possession, claim and demand whatsover, both in law and equity, of the said party of the first part, of in and to the said premises, with the appurtenances:

To have and to hold the said premises with all and singular the appurtenances, unto the said party of the second part, his heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever.

And the said party of the first part his heirs, executors and administrators, does by these pres-

ents covenant, grant and agree to and with the said party of the second part, her heirs and assigns, that he the said party of the first part, his heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned and intended to be so, with the appurtenances, unto the said party of the second part, her heirs and assigns against him, the said party of the first part, his heirs and all and every other persons or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

Shall and Will warrant and forever Defend.

IN WITNESS WHEREOF, the said party of the first part to these presents has hereunto set his hand and seal dated the year and day first above written.

THOMAS E. LUDLAM, JR., (Seal)

Signed, sealed and delivered
in the presence of
Thomas E. Ludlam.

State of New Jersey, }
Camden County, } ss.

BE IT REMEMBERED, that on this eighteenth day of March in the year of our Lord, one thousand, nine hundred and nine, before me, a Commissioner of Deeds in and for the State of New Jersey, personally appeared Thomas E. Ludlam, Jr., single man, who, I am satisfied is the grantor mentioned in the above deed or conveyance and I having first made known to him the contents thereof he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed. All of which is hereby certified.

THOMAS E. LUDLAM,
Commissioner of Deeds.

Recorded March 31st, 1910, at 2.48 P. M., by Edward W. Delacroix, Register.

STATE OF NEW JERSEY.
COUNTY OF CAMDEN.

I, JOSHUA C. HAINES, Register of Deeds and Mortgages for the County of Camden, do hereby certify, that the foregong is a true copy of the record of the Deed from Thomas E. Ludlam, Jr., to Alice M. Wesley as the same is of record in my office in Book 346 of Deeds, page 268 &c.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
(Seal) my official seal at Camden, this 27th day of January, A. D. 1925.

JOSHUA C. HAINES,
Register.

(EXHIBIT D85)

DEED.

ALICE M. WESLEY,
TO
HELEN C. DOUGLAS.

THIS INDENTURE, made the ninth day of June in the year of our Lord, one thousand, nine hundred and sixteen (1916), BETWEEN Alice M. Wesley, single woman, of the City and County of Camden and State of New Jersey, of the first part, and Helen C. Douglas of the City and County of Camden and State of New Jersey, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the ensealing and delivering of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, heirs and assigns, All that certain lot, tract or piece of land situate in the Borough of Collingswood, in the County of Camden, and State of New Jersey, being marked and described as lot number six (6) on the map or plan of the Homestead Tract, Collingswood, N. J., a copy of which map or plan is duly filed in the Office of the Register of Deeds of Camden County, which said lot is bounded and described as follows:

BEGINNING at a point in the northwest line of Stiles Avenue distant two hundred and fifty feet

northeast from the north corner of Stiles and Haddon Avenues and extending thence; (1) northwest at right angles to Stiles Avenue one hundred and thirty-four feet and two-tenths of a foot; thence (2) north twenty-eight degrees nine minutes and fifty seconds east fifty feet and ninety-nine one thousandths of a foot; thence (3) southeast at right angles to Stiles Avenue one hundred and thirty-one feet and four one-hundredths of a foot to the northwest line of Stiles Avenue; thence (4) southwest along the same fifty feet to the place of beginning.

Being the same premises which Thomas E. Ludlam, Jr., conveyed to Alice M. Wesley by indenture bearing date, March 18th, 1910, and of record in the Register of Deeds Office of Camden County in book No. 346, page 268 etc., granted and conveyd unto the said Alice M. Wesley, in fee.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof: And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances:

To have and to hold the said premises, with all and singular the appurtenances, unto the said party of the second part, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever.

And the said party of the first part her heirs, executors and administrators, does by these presents covenant, grant, and agree to and with the said party of the second part, heirs and assigns, that she the said party of the first part, her heirs, all and singular the

hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances, unto the said party of the second part, her heirs and assigns, against her the said party of the first part, her heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

Shall and Will Warrant and forever Defend.

IN WITNESS WHEREOF, the said party of the first part to these presents has hereunto set her hand and seal, dated the day and year first above written.

ALICE M. WESLEY, (Seal)

Signed, sealed and delivered
in the presence of
Howard E. Truax.

State of New Jersey, } ss.
Camden County, }

BE IT REMEMBERED, that on this tenth day of June in the year of our Lord, one thousand, nine hundred and sixteen before me, Deputy County Clerk, personally appeared Alice M. Wesley single woman, who, I am satisfied is the grantor mentioned in the above deed or conveyance and I having first made known to her the contents thereof she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed. All of which is hereby certified.

HOWARD E. TRUAX.
Deputy County Clerk.
(County Seal.)

Recorded June 28, 1920 at 4.30 P. M., by Edward W. Delacroix, Register.

STATE OF NEW JERSEY.
COUNTY OF CAMDEN.

I, JOSHUA C. HAINES, Register of Deeds and Mortgages for the County of Camden, do hereby certify, that the foregoing is a true copy of the record of the Deed from Alice M. Wesley to Helen C. Douglas, as the same is of record in my office in Book 472 of Deeds, page 52 &c.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Camden, this 27th day of January, A. D. 1925.

(Seal)

JOSHUA C. HAINES,
Register.

(EXHIBIT D 56)

Philadelphia, Pa. December 29, 1922.

Charles C. Spear, Esq.,
New York City, N. Y.

Dear Sir:—

The enclosed agreement is short and I have not shown it to anyone, but I believe if carried out in the right spirit, it will enable me to save the greater part of the estate which is at present in jeopardy. It is neither practical nor desirable to use a Trust Company at present. I have excellent plans which I could carry out successfully through a Trustee who would do as I wished, and thereby save endless expense and worry and time. Upon searching the records in the Court House, I find that the liens of Joyce and Dawson have not been satisfied and I would thank you to send me an itemized account of the settlement with Nixon. I must have this account to know just how the property stands to-day.

Yours very truly,
Helen C. Douglas.

THIS AGREEMENT, made this day of January A. D. 1923, between Helen C. Douglas, of Collingswood, N. J., party of the first part, and Charles C. Spear, of New York, N. Y., party of the second part, Witnesseth:

That the said parties of the first and second parts have hereby mutually agreed that all the real estate now standing in the name of Equitable Estates Corporation, of New York, and which is mentioned in a certain bill of complaint filed by the said party of the first in Chancery of New Jersey, being the prop-

erties known as Cooper Homestead Farm, Delaware Township, New Jersey, 23 East Stiles Avenue, Collingswood, N. J., and the lot adjoining said house, shall be conveyed to a Trustee to be designated by the party of the first part.

And the said parties hereto furthermore mutually covenant and agree to take such steps as may be necessary or advisable to quiet the titles to said real estate, for the purpose of carrying out the terms of this agreement.

Time is the essence of this agreement, and it should become operative not later than January 10th, 1923.

IN WITNESS HEREOF, we have hereunto set our hand and seals the day and year first above written.
Witness:

(EXHIBIT D 4)

AGREEMENT PROVIDING FOR AMICABLE SETTLEMENT, ETC.

THIS AGREEMENT, made this twentieth day of November, A. D. 1922, Between Helen C. Douglas, of Collingswood, N. J., party of the first part, And Charles C. Spear, of New York, N. Y., party of the second part, Witnesseth:

That the said parties of the first and second parts have hereby mutually agreed that all the real estate now standing in the name of Equitable Estates Corporation, of New York, and which is mentioned in a certain bill of complaint filed by the said party of the first part in Chancery of New Jersey, being the properties known as Cooper Homestead Farm, Delaware Township, New Jersey, 23 E. Stiles Ave., Collingswood, N. J., and the lot adjoining said house, shall be conveyed to a trust company to be designated by the party of the first part to be held in trust for her during her life, as follows:

All the net income derived from said properties to be paid to her together with a sum annually from the principal of money derived from the sale of said real estate equal to the amount of said net annual income and furthermore, in addition to said net income and equal sum from the principal, there shall be paid to the said party of the first part, if she so desire, at the expiration of each period of five years from the date of creation of the said trust, ten per centum of all principal moneys then in the hands of said trust companies, derived from the sale of said real estate, or any part thereof, if she shall so desire. And the said parties hereto furthermore mutually covenant and agree to take such steps as may be necessary or ad-

visable to quiet the titles to said real estate, for the purpose of carrying out the terms of this agreement. And the said parties hereto as joint owners of all the capital stock of the said Equitable Estates Corporation, holder of the legal title to said real estates, hereby mutually covenant and agree that they will order the directors and officers of said corporation to do whatever may be required of it to facilitate the quieting of said titles, for the purpose of carrying out the terms of this agreement:

And the said party of the first part, by irrevocable will and testament, hereby covenants and agrees to instruct said trust company or its successor to pay over upon her death to the said party of the second part, or to such person, persons or corporation as he shall designate, all the remainder of said real estate and moneys derived therefrom in fee. And it is hereby mutually agreed that all equity and legal proceedings, except such as may be necessary in order to carry out the terms of this agreement shall be discontinued. It is furthermore mutually agreed that all mortgages and other incumbrances against said properties shall be paid out of the first moneys available from the principal and that the sum of Five Thousand ($5,000) Dollars shall be advanced to the said party of the first part out of principal money after encumbrances are paid, against said net income and payments from the principal herein provided for.

IN WITNESS HEREOF, we have hereunto set our hands and seals the day and year first above written.

HELEN C. DOUGLAS, (Seal)
CHAS. C. SPEAR, (Seal)

Witness:
Mary E. Hamer, Notary Public,
Commission Expires Jan. 25, 1923.

(EXHIBIT D 27)

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

Helen C. Aleck, being by me duly sworn according to law, on her oath saith: That through undue influence and false representations she was induced to file in the Court of Chancery of New Jersey a certain Bill of Complaint, wherein she is complainant and her son, Charles Cooper Spear, is one of the defendants; that she is now satisfied that there never existed any sufficient cause for the filing of said Bill; that she is satisfied with the issuance of all the capital stock of the Equitable Estates Corporation, to her and her son jointly with full right of survivorship; that she has for some time been desirous of withdrawing the charges against her said son made in her Bill of Complaint, but that she has been prevented from so doing through undue influence; that it is now her wish that her said Bill of Complaint be set aside and the case dismissed.

HELEN C. ALECK.

Subscribed and sworn to this
28th day of October A. D. 1924,
before

(Seal) Irene C. Clow,
Notary Public.

(EXHIBIT C)

DEED.

EQUITABLE ESTATES CORPORATION TO LOCUSTWOLD CEMETERY ASSOCIATION.

THIS INDENTURE, made the Twenty-third day of July in the year of our Lord one thousand nine hundred and twenty-three; BETWEEN Equitable Estates Corporation, a corporation formed under the laws of the State of New York, party of the first part, and Charles C. Spear and Mercedes Spear, co-trustees of Locustwold Cemetery Association, an association of trustees, operating under a declaration of trust, made the twenty-third day of July, 1923 by Charles C. Spear and Mercedes Spear, the principal purpose of whch is to administer certain real and personal property in the interest of the stockholders of the said Equitable Estates Corporation, the assignees of the said Charles C. Spear, and others, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar, lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, its successors and assigns: ALL that certain tract of land and premises, situate in the Township of Delaware, County of

Camden and State of New Jersey, particularly described as follows: Beginning at a stone in Whiskey Road, corner to Stoy's land, and thence (1) along the line of Indian Orchard South 32 1-4 degrees, East 17.6 chains, more or less, to middle of Cooper Landing Road 10.96 chains from where the middle line of Whiskey Rd. crosses the same; thence (2) along the middle of said Landing Road and along lands of Kaighn, late Ellis and Lippincott, South 34 degrees, 30 minutes, West 49 seconds, 67 chains, to an iron plug in an angle of said Landing Road, and joining lands of said Lippincott; thence (3) still by said Lippincott's land and along the middle of said Landing Road, South 51 degrees, 37 minutes West to the center of the Marlton Turnpike; thence (4) along the middle of said turnpike North 71 degrees, 45 min. West to a corner of the Budd Farm in the middle of said Turnpike, marked by an iron plug; thence (5) by lands of Nicholson, late Moore and Stoy, North 43 degrees, 2 min., East 81.97 chains to the place of beginning. Containing 152.27 acres, more or less. Except that part of the above described premises containing 13.30 acres, more or less, which Charles C. Spear, by deed dated Dec. 31, 1907, and of record in the office of the Register of Deeds of Camden County, N. J., granted and conveyed to The Fernwood Cemetery Association, Being a part of the same premises which Helen C. Douglas, by deed dated June 22, 1920, and recorded in the Office of the Register of Deeds of Camden County, N. J., in Book 472 of Deeds, page 55, granted and conveyed to the said [illegible]able Estates Corporation in fee.

This conveyance is made pursuant to certain resolutions duly passed at a properly convened special meeting of the stockholders of the said Equitable Estates Corporation, held at the office of the said corporation, in New York City, on March 27, 1922, by proper authority vested in the officers of the cor-

poration thereat, and subject to the provisions of said resolutions, with prejudice to the individual interests of the stockholders of Equitable Estates Corporation, as established by agreement and subject to confirmation by the Court of Chancery of New Jersey.

Together with all and singular the improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, and every part thereof, with the appurtenances:

To have and to hold the said premises above described, with all and singular the hereditaments and appurtenances, unto the said party of the second part, their successors and assigns, to the only proper use, benefit and behoof of the said party of the second part their successors and assigns forever. In trust, nevertheless, for the owners of the beneficial interests in the said Locustwold Cemetery Association and in accordanc with the terms of the said Declaration of Trust, made by the said Charles C. Spear and the said Mercedes Spear, and subject to the provisions of the resolution passed at the said special meeting of the stockholders of Equitable Estates Corporation authorizing the conveyance of the within described premises, and without prejudice to their individual interests. And the said party of the first part, for itself, its successors and assigns doth by these presents covenant, grant and agree, to and with the said party of the second part, its successors and assigns, that it the said party of the first part, and its successors all and singular the hereditaments and premises above described and granted, or men-

tioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against it the said party of the first part, and its successors and assigns and against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, shall and will warrant and forever defend.

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

EQUITABLE ESTATES CORPORATION,
By CHAS. C. SPEAR, President.
Attest:
(Seal) MERCEDES SPEAR,
Secretary.

Signed, sealed and delivered
in the presence of
E. T. Vennel.

State of New Jersey, } ss.
Camden County, }

BE IT REMEMBERED, that on this 1st day of August, in the year of our Lord one thousand nine hundred and twenty-three, before me, a Commissioner of Deeds, personally appeared Mercedes Spear, who being by me duly sworn, on her oath saith, that she is the Secretary of Equitable Estates Corporation, the grantor within named, and that Charles C. Spear is the President; that deponent knows the common or corporate seal of said grantor and that the seal annexed to the within Deed or Conveyance is such common or corporate seal; that the said Deed or Conveyance was signed by the said President and the seal of said grantor affixed thereto in the presence of deponent; that said Deed or Conveyance was signed, sealed and delivered as and for the voluntary act and deed of said grantor for the uses and pur-

poses therein expressed, pursuant to a resolution of the Board of Directors of said grantor; and at the execution thereof this deponent subscribed her name thereto as witness.

MERCEDES SPEAR.

Sworn and subscribed the
day and year aforesaid.

E. T. Vennel,
Commissioner of Deeds.

My Commission expires
May 1, 1927.

Received at Camden, N. J., August 2nd, 1923, at 11.50 A. M., and recorded in Book No. 538 of Deeds, Page 535 &c., in the Office of the Register of Deeds &c., of Camden County.

JOSHUA C. HAINES,
Register.

(EXHIBIT C 1)

DEED.

CHARLES C. SPEAR AND MERCEDES SPEAR
TO
EQUITABLE ESTATES CORPORATION.
Dated Sept. 25th, 1923.

THIS INDENTURE, made the twenty-fifth day of September in the year of our Lord one thousand nine hundred and twenty-three; BETWEEN Charles C. Spear and Mercedes Spear, co-trustees of Locust-Wold Cemetery Association, an association of trustees operating under a declaration of trust, made the twenty-third day of July, A. D. 1923, by the said Charles C. Spear, and the said Mercedes Spear, recorded in the Office of the Register of Deeds of Camden County, New Jersey, of the first part, and Equitable Estates Corporation, a corporation formed under the laws of the State of New York, of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of One Dollar to it duly paid before the delivery hereof, hath remised, released and forever quit-claimed, and by these presents doth remise, release and forever quit-claim to the said party of the second part, and to its successors and assigns, ALL the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity of the said party of the first part, of, in and to all and every part, with the appurtenances of all that certain tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Delaware, in the county of Camden and State of New Jersey, described as follows: BEGINNING at a stone

in Whiskey Road, corner to Stoy's land, and thence; (1) along the line of Indian Orchard South 32 1-4 degrees East 17.6 chains, more or less, to middle of Cooper Landing Road, 10.96 chains from where the middle line of Whiskey Road crosses the same; thence (2) along the middle of the said Landing Road and along lands of Kaighn, late Ellis and Lippincott, South 34 degrees, 30 minutes, West 49.67 chains, to an iron plug in an angle of the said Landing Road and adjoining lands of the said Lippincott; thence (3) still by said Lippincott's land and along the middle of the said Landing Road South 51 degrees, 37 minutes to the center of the Marlton Turnpike; thence (4) along the middle of the said turnpike North 71 degrees 45 minutes West to a corner of the Budd farm in the middle of said turnpike; thence (5) by lands of Nicholson, late Moore and Stoy, North 43 degrees 2 minutes, East 81.97 chains to the place of beginning. Containing 152.27 acres, more or less. EXCEPT that part of the above described premises containing 13.30 acres, more or less, which Charles C. Spear, by deed dated Dec. 31, 1907, and of record in the Office of the Register of Deeds of Camden County, N. J., in Book 323 of Deeds, page 610 etc., granted and conveyed to The Fernwood Cemetery Association. Being a part of the same premises which Helen C. Douglas, by deed dated June 22, 1920, and recorded in the Office of the Register of Deeds of Camden County, N. J., in Book 472 of Deeds, page 55, granted and conveyed to the said Equitable Estates Corporation in fee, and being the same premises which the said Equitable Estates Corporation, by deed dated July 23, 1923, and recorded in the Office of the Register of Deeds of Camden County, in Book 538 of Deeds, page 535 &c, granted and conveyed to the said Charles C. Spear, Mercedes Spear, co-trustees of the said Locustwold Cemetery Association, in trust for the owners of the beneficial

interests in the said Locustwold Cemetery Associations, subject to the provisions of certain resolutions, passed at a Special Meeting of the stockholders of the said Equitable Estates Corporation, held on the 27th day of March, A. D. 1922, without prejudice to the individual interests of the said stockholders as established by agreement and subject to confirmation by the Court of Chancery of New Jersey. The purpose of this Indenture is to reconvey to the said Equitable Estates Corporation the above described premises, together with all and singular the improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; so that the said Equitable Estates Corporation shall again be seized of all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of, in and to the said premises, and every part thereof, with the appurtenances, the same as if the said deed from Equitable Estates Corporation to the said trustees of Locustwold Cemetery Association, dated July 23, 1923, had never been executed.

To have and to hold the above mentioned and described premises, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, and the said Locustwold Cemetery Association hath confirmed the within deed of its said trustees by causing these presents to be signed by its President, attested by its Secretary, and its common seal to be affixed, the day and year first above written.

CHAS. C. SPEAR, (Seal)
MERCEDES SPEAR, (Seal)

Signed, sealed and delivered
in the presence of
E. T. Vennel.

LOCUSTWOLD CEMETERY ASSOCIATION,
By CHAS. C. SPEAR,
President.

Attest:
MERCEDES SPEAR,
Secretary.

State of New Jersey, } ss.
Camden County, }

BE IT REMEMBERED, that on this 28th day of September, in the year of our Lord one thousand nine hundred and twenty-three, before me, a commissioner of deeds, personally appeared Mercedes Spear, who being by me duly sworn, on her oath saith, that she is the Secretary of Locustwold Cemetery Association and that Charles C. Spear is the President; that deponent knows the common seal of said association, and that the seal annexed to the within deed or conveyance is such common seal and was affixed thereto in her presence; that the said deed or conveyance was signed, sealed and delivered as and for the voluntary act and deed of said grantors for the uses and purposes therein expressed, pursuant to a resolution of the Board of Trustees of said association, in confirmation whereof the said deed or conveyance was signed by the said President and the seal of said Association affixed thereto in the presence of deponent, who at the execution thereof subscribed her name thereto as witness.

MERCEDES SPEAR.

Sworn and subscribed the
day and year aforesaid.
Esther T. Vennel,
Commissioner of Deeds.
My commission expires Nov. 24, 1926.

State of New Jersey, } ss.
County of Camden, }

BE IT REMEMBERED, that on this 28th day of September in the year of our Lord one thousand nine hundred and before me personally appeared Charles C. Spear and Mercedes Spear, who I am satisfied are the grantors in the within Deed or Conveyance named, and I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

CHAS. C. SPEAR.
MERCEDES SPEAR.

And the said Mercedes Spear being by me privately examined, separate and apart from her husband, did further acknowledge that she signed, sealed and delivered the same as her voluntary act and deed, freely, without any fear, threat or compulsion of her said husband.

MERCEDES SPEAR.

E. T. Vennel,
Commissioner of Deeds.
My commission expires Nov. 24, 1926.

Received in the Register's office of the County of Camden, N. J., on the 4th day of October A. D., 1923, at 2.40 o'clock in the afternoon, and recorded in Book 548 of Deeds for said County, on pages 283 &c.

JOSHUA C. HAINES,
Register.

(EXHIBIT C 12)

DEED.

HELEN C. DOUGLAS
TO
EQUITABLE ESTATES CORPORATION

THIS INDENTURE, made the twenty-second (22nd) day of June in the year of our Lord one thousand nine hundred and twenty; BETWEEN Helen C. Douglas, of the City and County of Philadelphia, and State of Pennsylvania, of the first part, and Equitable Estates Corporation, a corporation duly organized under the laws of the State of New York, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar, and other valuable considerations, lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, ALL that farm, tract, or parcel of land and premises, situate in the Township of Delaware, in the County of Camden in the State of New Jersey, known as the Cooper Homestead Farm, and described as follows: BEGINNING at a stone in the Whiskey Road, corner of Stoy's land, and running thence (1) along the line of the Indian Orchard, South thirty-two and one quarter degrees East seventeen chains and six links, more

or less, to the middle of the Cooper Landing Road, at a point therein ten chains and ninety-six links from where the middle line of the said Whiskey Road crosses the same; thence (2) along the middle of the said Landing Road, and along the lands of Kaighn, late Ellis and Lippincott, South thirty-four degrees and thirty minutes West forty-nine chains and sixty-seven links, to an iron plug in an angle of the said Landing Road, and joining lands of the said Lippincott; thence (3) still by the said Lippincott's land, and along the middle of the said Landing Road, crossing the Marlton Turnpike, South fifty-one degrees and thirty-seven minutes West twenty-two chains and seven links, more or less, to an iron plug for a corner, corner also to the Budd farm; thence (4) by the same, North fifty-three degrees West about eight chains and eighty-two links, to an iron plug in the middle of the said turnpike; thence (5) still by the said Budd Farm, and along the middle of the said turnpike, North seventy-one degrees and forty-five minutes West twelve chains and sixty links, to another corner of the said Budd Farm, in the middle of the said turnpike, marked by an iron plug; and thence (6) by lands of Nicholson, late Moore and Stoy, North forty-three degrees and two minutes East eighty-one chains and ninety-seven links, to the place of beginning. Containing one hundred and fifty-three acres and seventy-seven hundredths of an acre.

Excepting that part of the above described premises as follows: BEGINNING in the centre of the Marlton Turnpike, at a point seven hundred and fifty feet westwardly from the intersection of the middle line of the Cooper Landing Road with the centre of the said Marlton Turnpike, and extending thence; parallel with the westerly line of the whole tract, northwardly six hundred and fifty feet; thence westwardly, at right angles to said line, to said westerly

line; thence southwardly along the same, to the centre of the said Marlton Turnpike; thence eastwardly along the middle of the said turnpike, to the place of beginning. Containing thirteen acres and thirty hundredths of an acre, be the same more or less.

Being the same premises, or property, which Joseph E. Nowrey, Sheriff of the County of Camden, in the State of New Jersey, by indenture bearing date June 23rd, 1914, and of record in the office of the Register of Deeds of Camden County, N. J., in Book No. 389, page 209, &c., granted and conveyed unto George H. Aleck in fee; and being the same premises which the said George H. Aleck, by indenture bearing date the seventh day of June, 1916, and recorded in the office of the Register of Deeds of Camden County, N. J., in Book No. page etc., granted and conveyed unto the said Helen C. Douglas in fee.

Together with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part and parcel thereof: And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in, and to the said premises, with the appurtenances.

To have and to hold the said premises, with all and singular the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

And the said party of the first part, for herself, her heirs, executors and administrators doth by these presents, covenant, grant and agree, to and with

the said party of the second part, its successors and assigns, that she the said party of the first part all and singular the hereditaments and premises hereinabove described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against her the said party of the first part, and her heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, Shall and Will Warrant and forever Defend.

IN WITNESS WHEREOF, the said party of the first part to these presents hath hereunto set her hand and seal dated the day and year first above written.

HELEN C. DOUGLAS, (Seal.)

Signed, sealed and delivered
in the presence of
Augusta T. Vetter.

State of Pennsylvania, } ss.
Philadelphia County, }

BE IT REMEMBERED, That on this twenty-second day of June in the year of our Lord one thousand nine hundred and twenty, before me, the subscriber, a Foreign Commissioner of Deeds for New Jersey in Pennsylvania personally appeared Helen C. Douglas, who, I am satisfied, is the grantor mentioned in the above Deed or Conveyance, and I having first made known to her the contents thereof, she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed.

AUGUSTA T. VETTER,
A Foreign Commissioner of Deeds
for New Jersey in Penna.

Received, June 28th A. D. 1920, at 4.30 o'clock P. M., and recorded in the Register of Deeds Office of Camden County, at Camden, N. J., in Book 472 of Deeds, folio 55 &c. EDWARD W. DELACROIX,
Register.

(EXHIBIT C /3)

DEED.

HELEN C. DOUGLAS TO EQUITABLE ESTATES CORPORATION

THIS INDENTURE, made the twenty-second (22nd) day of June in the year of our Lord one thousand nine hundred and Twenty; BETWEEN Helen C. Douglas, of the City and County of Philadelphia, in the State of Pennsylvania, of the first part, and Equitable Estates Corporation, a corporation duly organized under the laws of the State of New York, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar, and other valuable considerations, lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, ALL that certain lot, tract or piece of land, situate in the Borough of Collingswood, in the County of Camden and State of New Jersey, being marked and designated as Lot Number Six (6) on the map, or plan, of the Homestead Tract, Collingswood, N. J., a copy of which map, or plan, is duly filed in the office of the Register of Deeds of Camden County; which said lot is bounded and described as follows: BEGINNING at

a point in the Northwest line of Stiles Avenue, distant two hundred and fifty feet northeast from the North Corner of Stiles and Haddon Avenues, and extending thence; (1) Northwest, at right angles to Stiles Avenue, one hundred and thirty-four feet and two-tenths of a foot; thence (2) North twenty-eight degrees, nine minutes and fifty seconds East fifty feet and ninety-nine one thousandths of a foot; thence (3) Southeast, at right angles to Stiles Avenue, one hundred and thirty-one feet and four one hundredths of a foot, to the Northwest line of Stiles Avenue; thence (4) Southwest along the same fifty feet, to the place of beginning.

Being the same premises which Thomas E. Ludlam Jr., by indenture bearing date March 18th, 1910, and of record in the Register of Deeds Office of Camden County, N. J., in Book No. 346, page 268 etc., granted and conveyed unto Alice M. Wesley in fee; and being the same premises which the said Alice M. Wesley by indenture bearing date June 9th, 1916, and of record in the Register of Deeds Office of Camden County, N. J., in Book No. page etc., granted and conveyed unto the said Helen C. Douglas in fee.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof: And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in, and to the said premises, with the appurtenances.

To have and to hold the said premises, with all and singular the appurtenances, unto the said party of the second part, its successors and assigns, to the only

proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

And, the said party of the first part, for herself, her heirs, executors and administrators doth by these presents, covenant, grant and agree, to and with the said party of the second part, its successors and assigns, that she, the said party of the first part, all and singular the hereditaments and premises hereinabove described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against her the said party of the first part, and her heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, Shall and Will Warrant and forever Defend.

IN WITNESS WHEREOF, the said party of the first part to these presents hath hereunto set her hand and seal, dated the day and year first above written.

HELEN C. DOUGLAS, (Seal.)

Signed, sealed and delivered
in the presence of
Augusta T. Vetter.

State of Pennsylvania, }
Philadelphia County, } ss.

BE IT REMEMBERED, That on this twenty-second day of June in the year of our Lord one thousand nine hundred and twenty before me, the subscriber, a Foreign Commissioner of Deeds for New Jersey in Pennsylvania, personally appeared Helen C. Douglas, who, I am satisfied, is the grantor mentioned in the above Deed or Conveyance, and I having first made known to her the contents thereof, she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed.

AUGUSTA T. VETTER,
A Foreign Commissioner of Deeds
for New Jersey in Penna.

Received, June 28th A. D. 1920, at 4.30 o'clock P. M., and recorded in the Register of Deeds Office of Camden County at Camden, N. J., in Book 472 of Deeds, folio 54 &c.

EDWARD W. DELACROIX,
Register.

(EXHIBIT C 14)

DEED.

HELEN C. DOUGLAS
TO
EQUITABLE ESTATES CORPORATION.

THIS INDENTURE, made the twenty-second (22nd) day of June in the year of our Lord one thousand nine hundred and twenty; BETWEEN Helen C. Douglas, of the City and County of Philadelphia, and State of Pennsylvania, of the first part and Equitable Estates Corporation, a corporation duly organized under the laws of the State of New York, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar, and other valuable considerations, lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, ALL that certain lot, tract, or piece of land, situate in the Borough of Collingswood, in the County of Camden and State of New Jersey, being marked and designated as Lot No. 5 on the plan of the Homestead Tract, at Collingswood, N. J., a copy of which plan, or map, has been duly recorded in the office of the Register of Deeds of Camden County, N. J., and which said Lot Number Five is bounded and de-

scribed as follows: BEGINNING at a point in the Northwest line of Stiles Avenue, distant two hundred feet Northeast from the North corner of Stiles and Haddon avenues, and extending thence (1) Northeast along the Northwest line of Stiles Avenue fifty feet; thence (2) Northwest, at right angles to Stiles Avenue, one hundred and thirty-four feet and two-tenths of a foot; thence (3) South twenty-eight degrees and nine minutes and fifty seconds West, fifty feet and ninety-nine one thousandths of a foot; thence (4) Southeast, at right angles to Stiles Avenue, one hundred and thirty-seven feet and thirty-six one hundredths of a foot, to the Northwest line of Stiles Avenue and place of beginning.

Being the same premises which the Homestead Improvement Company, by deed dated the twenty-seventh day of February, 1904, and recorded in the office of the Register of Deeds of the County of Camden, in Book No. 282 of Deeds, page 177, etc., granted and conveyed unto John A. Scanlan in fee; and being the same premises which the said John A. Scanlan, by indenture bearing date July 21st, 1908, and recorded in the office of the Register of Deeds of Camden County, N. J., in Book No. of Deeds, page etc., granted and conveyed unto the said Helen C. Douglas in fee.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions, and remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof: And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances.

To have and to hold the said premises, with all and singular the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

And the said party of the first part, for herself, her heirs, executors and administrators doth by these presents, covenant, grant and agree, to and with the said party of the second part, its successors and assigns, that she, the said party of the first part, her heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against her the said party of the first part and her heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, Shall and Will Warrant and forever Defend.

IN WITNESS WHEREOF, the said party of the first part to these presents hath hereunto set her hand and seal, dated the day and year first above written.

HELEN C. DOUGLAS, (Seal.)

Signed, sealed and delivered
in the presence of

Augusta T. Vetter.

State of Pennsylvania, }
Philadelphia County, } ss.

BE IT REMEMBERED, That on this twenty-second day of June in the year of our Lord one thousand nine hundred and twenty before me, the subscriber, a Foreign Commissioner of Deeds for New Jersey in Pennsylvania, personally appeared Helen C. Douglas, who I am satisfied, is the grantor mentioned in the above Deed or Conveyance, and I having first made known to her the contents thereof, she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed.

AUGUSTA T. VETTER, (Seal)
A Foreign Commissioner of Deeds
for New Jersey in Penna.

Received July 26, A. D. 1920, at 8.00 o'clock A. M., and recorded in the Register's Office of Camden County, in Book 471 of Deeds, folio 376, &c.

EDWARD W. DELACROIX,
Register.

(EXHIBIT D 10)

AGREEMENT.

KNOW ALL MEN BY THESE PRESENTS, That I, Helen C. Douglas, of the City and County of Philadelphia, in the State of Pennsylvania, Attorney-in-fact for Charles C. Spear, by virtue of a certain power-of-attorney given to me by the said Charles C. Spear, dated the fourteenth day of June, 1910, and duly recorded in the Office of the Register of Deeds of Camden County, on the second day of December, 1910, party of the first part, for and in consideration of certain valuable considerations and the sum of One Dollar, lawful money of the United States of America, to me in hand paid at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained, sold, released, confirmed, and assigned, transferred and set over, and by these presents do bargain, sell, release, confirm and assign, transfer and set over, unto Equitable Estates Corporation, a corporation duly organized under the laws of the State of New York, party of the second part, its successors and assigns, A CERTAIN AGREEMENT, bearing date the thirty-first day of December, nineteen hundred and seven, made between the said Charles C. Spear and Fernwood Cemetery Association, and of record in the Office of the Register of Deeds of Camden County, N. J., in Book No. 323 of Deeds, page 610 etc., and all moneys due and to grow due thereunder, and all the rights and privileges granted by said agreement, subject, however, to the covenants of the said Charles C. Spear contained in said agreement, together with all and singular the rights, liberties and privileges thereunto belonging, or in any wise appertaining, and

the reversions and remainders, rents, issues and profits thereof, and also all the right, title, interest, claim and demand, both in law and equity, of the said Charles C. Spear, of, in, to and under said agreement. TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever. AND I do, for the said Charles C. Spear, and his heirs, executors and administrators, covenant and agree to and with the said party of the second part, its successors and assigns, to WARRANT and DEFEND the sale and assignment of the aforesaid agreement, hereby sold and assigned, or mentioned and intended so to be, unto the said party of the second part, its successors and assigns, against all and every person and persons whomsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 22nd day of June in the year of our Lord one thousand nine hundred and twenty.

HELEN C. DOUGLAS,
Atty-in-fact for Chas. C. Spear.

Signed, sealed and delivered
in the presence of Augusta T. Vetter.

State of Pennsylvania, }
Philadelphia County, } ss.

Be it remembered that on this Twenty-second day of June, in the year of our Lord, One Thousand Nine Hundred and Twenty before me, the subscriber, a Foreign Commissioner of Deeds for New Jersey in Pennsylvania, the above named HELEN C. DOUGLAS, Attorney-in-fact for Charles C. Spear, subscribed the foregoing affidavit in my presence, in the City and County of Philadelphia and State of Pennsylvania and did depose and swear that the matters therein set forth were true.

All of which is hereby certified.

AUGUSTA T. VETTER, (Seal.)
A Foreign Commissioner of Deeds
for New Jersey in Penna.

State of Pennsylvania, } ss.
Philadelphia County, }

Be it remembered, That on this twenty-second day of June, in the year of our Lord one thousand nine hundred and twenty, before me, the subscriber, a Foreign Commissioner of Deeds for New Jersey in Pennsylvania, personally appeared, Helen C. Douglas, who I am satisfied is the party mentioned in the foregoing instrument, and I having first made known to her the contents thereof, she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed.

AUGUSTA T. VETTER, (Seal.)
A Foreign Commissioner of Deeds
for New Jersey in Penna.

Received at Camden, N. J., June 28, 1920 at 4.30 P. M., and recorded in Book No. 472 of Deeds, Page 53, in the Office of the Register of Deeds, &c., of Camden County.

EDWARD W. DELACROIX,
Register.

(EXHIBIT D6)

LEASE.

HELEN C. DOUGLAS,
Attorney-in Fact for Charles C. Spear
TO
FORREST E. GINTER
COOPER HOMESTEAD FARM.

THIS INDENTURE OF LEASE made this 14th day of February, A. D. 1902, between Helen C. Douglas, Attorney-in-fact hereinafter called the Lessor, and Forrest E. Ginter, hereinafter called the Lessee, Witnesseth;

That in consideration of the rents, covenants and conditions hereinafter mentioned and reserved on the part of lessee his heirs, executors and administrators, to be paid, kept and performed, the said Helen C. Douglas, Attorney-in-fact, doth demise, set and to farm let unto the said Forrest E. Ginter, All that certain Mansion House and Tract of Land of Onehundred and fifty-two acres more or less, with the other buildings and erection thereon; Excepting and reserving thereout, nevertheless, a certain tract of five acres more or less with the buildings thereon, now leased to and in the possession of Thomas Groose, and also further Excepting and reserving thereout to Lessor, the right to have, use, occupy and enjoy the Attic of said Mansion House for the purpose of storing her furniture and goods, together with free and uninterrupted ingress, egress and regress into and out of the same at all times. Situate on the Marlton Pike and extending in depth along Cooper Landing Road to Chapel Road and known as "Cooper Homestead Farm," in Camden County, State of New Jer-

sey. Together with the use of certain farming implements, horses, cattle, harness, etc., particularly set forth in an Inventory and Appraisement thereof hereto annexed as part of this Lease. To have and to hold the same for and during the term of one year, commencing on the First day of April A. D., 1902 and ending on the thirty-first day of March, 1903, at midday. Yielding and paying to Lessor, her constituent, heirs, executors, administrators or assigns the yearly rent of Six Hundred and Eighty dollars, payable in monthly portions as follows:

For the months of April, May, June and July, next following the date hereof, the sum of forty dollars each month; August, September, October and November, the sum of sixty dollars each month, and December, January, February and March following, the sum of Twenty dollars each month. Said payments are to be made on the first day of each and every month invariably in advance, excepting the month of April, which shall be paid upon the day of the execution and delivery of these presents.

The lessee shall have the option of renewing this Lease for the further period of one year and thereafter for the further period of another year, paying therefor, however, the yearly rent of One thousand dollars in equal monthly payments of eighty-three dollars and thirty-three and one-third cents on the first day of each and every month invariably in advance. Provided, however, he shall give notice in writing to Lessor of his intention so to do at least thirty (30) days prior to the determination of this Lease, or any renewal thereof, and upon default of such notice he shall surrender and yield up possession of the same at the expiration of said year or renewal thereof, as aforesaid. And in case of such renewal he shall likewise at the end of the renewal term yield up such possession. Lessee covenants to use said premises, together with the horses, cattle,

harness, implements, etc., delivered into his possession in a good husband-like manner; that he will not cut down nor injure any trees without Lessor's written consent; that he will keep all fencing, buildings and erections in good order and repair; and likewise all farm implements, wagons, carts, harness and etc., per inventory and appraisement; that the horses shall not be removed from the premises excepting insofar as they may be used in the regular farm work, they shall be well shod, fed and in every way carefully looked after by Lessee at his own expense and should either become injured or die, he shall replace the same by others equally as good as the property of Lessor; that the horse Billy may at any time be taken possession of and removed from the farm at any time by Lessor without any deduction therefor of the rent or any part thereof and without any charge for his care or keep, said Lessee having hereby simply the use of said horse for his keep so long only as Lessor continues him there; that he will properly feed and care for all the Lessor's stock of cattle, raise and properly care for all heifer calves, born during the continuance of his lease, such after born heifers being and remaining Lessor's property, that the first-born bull calf is to be Lessor's property, and is to be raised and cared for by Lessee, without charge to Lessor and all subsequently born bull calves shall be Lessee's property; that Lessee will put in a good husband-like manner, at least twenty acres of oats and clover, the latter not to be sown less than four quarts to the acre and to be sown in March of this year (1902) and in the Autumn of this and each succeeding year (should there be renewals of this lease) he shall sow not less than twenty (20) acres in fall grain and timothy and in the following Spring on the same said twenty acres clover seed, the amount of timothy and clover seed shall not be less than four quarts each to the acre; that he will sow

with the rye now in the ground, clover in the Spring of 1902, and that he will in like-manner plant at least thirty (30) acres of corn in the Spring of each year during the continuance of his lease or renewals thereof; that all cornstalks and straw shall be used to feed and to bed the stock, neither these nor any manure shall at any time be removed from the premises; that the winter grain put in by Lessee in the year 1902 and in any succeeding year in case of renewal as aforesaid, shall be Lessor's property to be held by her as security for the payment of rent and performance of all other covenants during this lease or renewals thereof. It is further agreed between the parties that the Lessee accepts all risk of getting possession of the Mansion House or other appurtenances now in the occupancy and possession of Charles Carter, hired man, and his family and there shall be no set off or defense by Lessee to any of his covenants herein should such possession be delayed longer than it is anticipated by the parties hereto. It is further covenanted by Lessee that should at any time any cow become unprofitable for dairy purposes that he will fatten the same for Lessor without any charge therefor and Lessor shall sell the same and shall not be required to replace the same by another cow.

It is further agreed that Lessor shall have the right to sell said Mansion House and tract of land or any part thereof at any time during this lease or its renewals and in such event Lessee agrees forthwith to yield up and surrender possession thereof to the purchaser without any other compensation than the payment to him of the value of the crops in the ground planted by him, said value to be ascertained by three appraisers, one to be appointed by each of the parties hereto and these two, to select a third whose award shall be final and binding on the parties hereto and without any right of appeal. It is further agreed that if any rents shall be due and unpaid or

if default shall be made in any of the covenants herein then this lease shall be void and it shall be lawful for Lessor, constituent, heirs or executors without notice and without any demand for said rent to reenter the said premises and remove all persons therefrom or to proceed by action for the recovery of possession or otherwise howsoever. Lessee covenants to pay the rent as above described and not to rent or let said premises or any part thereof nor permit any person to occupy the same. Lessor covenants that Lessee on paying the rent and performing covenants on his part shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

In witness whereof the said parties have interchangeably set their hands and seals hereto the day and year first above written.

HELEN C. DOUGLAS, (Seal.)
Attorney-in-Fact.
FORREST E. GINTER, (Seal.)

Signed, sealed and delivered in the presence of (the words "attorney in fact" on the first page and the words "and thereafter for the further period of another year" "or any renewal thereof" on the second page and "on renewals thereof" on the third page, being first interlined before signing.)

MARY GINTER,
JOHN A. SCANLAN.

C-16

Incorporated under the laws

Number 2 of the State of New ~~Jersey~~ York Shares

Capital Stock $1000 Shares $100 each

EQUITABLE ESTATES CORPORATION

This Certifies that Charles C. Spear and Helen C. Douglas, jointly, with full right of survivorship are the owners of Ten (10) shares of the Capital Stock of EQUITABLE ESTATES CORPORATION full paid and non-assessable transferable on the books of this Corporation in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this twenty-first day of July, A. D. 1920.

Mercedes Spear, Secretary. (Seal) Helen C. Douglas, President.

Twenty Cents in Revenue Stamps.

ASSIGNMENT OF MORTGAGE

CHAS. C. SPEAR
to
HELEN C. DOUGLAS

C-26

KNOW ALL MEN BY THESE PRESENTS that I, Charles C. Spear, of the City of New York in the State of New York, for and in consideration of the sum of One Dollar lawful money of the United States of America, to me in hand paid by Helen C. Douglas, of Collingswood, County of Camden and State of New Jersey, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said Helen C. Douglas, her heirs, executors, administrators and assigns a certain indenture of mortgage, bearing date the seventeenth day of November in the year of our Lord one thousand nine hundred and two made and executed by the Locustwood Cemetery Co. to Charles C. Spear to secure the payment of the sum of Eighteen Thousand Dollars in the manner therein set forth, which mortgage was duly recorded in the office of the Register of Deeds of Camden County in Book No. 89 of Mortgages, page 595 etc., and by Thomas B. Hall, Trustee, duly assigned to the said Charles C. Spear by deed of assignment made the fourteenth day of July, A. D. 1904, and recorded in Book 31 of Assignments of Mortgages, Page 117, together with the hereditaments and premises in and by the said indenture of mortgage particularly described and granted, or mentioned and intended so to be, with the appurtenance, together with the Bond or obligation in said Indenture

of Mortgage mentioned, and thereby intended to be secured, and all moneys due and to grow due thereon, and the warrant of attorney to confess judgment thereto annexed; and all my estate, right, title interest, property, claim and demand in and to the same.

To have and to hold the same unto the said Helen C. Douglas, her heirs, executors, administrators and assigns to her and their proper use, benefit and behoof forever, subject nevertheless to the equity of redemption of said Locustwood Cemetery Company, mortgagor in said indenture of mortgage named and its successors and assigns therein.

IN WITNESS WHEREOF I, the said Charles C. Spear have hereunto set my hand and seal this third day of September, in the year of our Lord one thousand nine hundred and four.

CHAS. C. SPEAR, (Seal)

Signed, Sealed and Delivered
in the presence of
V. BIGELOW.

STATE OF NEW YORK,
NEW YORK COUNTY, ss.

BE IT REMEMBERED, that on this fifteenth day of September in the year of our Lord one thousand nine hundred and four before me V. Bigelow, a Notary Public in and for said State and County, personally appeared Charles C. Spear, who I am satisfied is the grantor mentioned in and who executed the within deed, and I having first made known to him the contents thereof he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed. All of which is hereby certified.

V. BIGELOW,
Notary Public No. 86, N. Y. C.

AGREEMENT TO CONVEY LANDS

Between

THE HOMESTEAD IMPROVEMENT COMPANY
and
HELEN C. DOUGLAS

C-47

AGREEMENT made twenty-seventh day of August, A. D. one thousand nine hundred and three,

BETWEEN THE HOMESTEAD IMPROVEMENT COMPANY, a corporation of the State of New Jersey, of the first part, and HELEN C. DOUGLAS, of Collingswood, County of Camden and State of New Jersey, of the second part.

WITNESSETH, that the said party of the first part, for the consideration of Four Hundred and Fifty Dollars, together with the interest as follows, to be paid as herein mentioned, doth promise and agree to and with the said party of the second part, that it will well and sufficiently convey to the said party of the second part, her heirs and assigns, one week after demand on or before the twenty-seventh day of February, 1904, clear of all encumbrance all that tract or piece of land situate in the Borough of Collingswood, County of Camden and State of New Jersey, described as follows:

BEGINNING at a point in the northwest line of Stiles Avenue, distant two hundred feet northeast from the north corner of Haddon and Stiles Avenues, and extending thence (1) northeast along the northwest line of Stiles avenue fifty feet; thence (2) northwest, at right angles to Stiles Avenue, one hundred and thirty-four feet and two tenths of a foot; thence (3) south twenty-eight degrees, nine minutes

and fifty seconds west, fifty feet and ninety-nine one thousandths of a foot; thence (4) southeast, at right angles to Stiles avenue, one hundred and thirty-seven feet and thirty-six one hundredths of a foot to the northwest line of Stiles avenue and place of beginning. Being lot No. 5 on plan of the Homestead Tract at Collingswood, New Jersey.

And the said party of the second part, for herself, her heirs, executors and administrators, doth covenant, promise and agree to and with the said party of the first part, that she shall and will, on executing the said conveyance pay the said party of the first part, its successors, heirs or assigns, the said sum of four hundred and fifty dollars, as and for the purchase money of the said tract or piece of land above mentioned, as follows: The sum of fifty dollars upon the delivery of this agreement and the sum of four hundred dollars, together with interest upon said sum of four hundred dollars at six per cent, per annum, calculated from August twenty-seventh, nineteen hundred and three, upon the delivery of the deed.

If the aforesaid deed shall not be recorded in the office of the Register of Deeds at Camden on or before March first, nineteen hundred and four, this fact shall be evidence to all parties that all interest of the said party of the second part, her heirs and assigns, to the aforesaid lot and this agreement has ceased.

And for the due performance of all and singular the covenants and agreements aforesaid, the said parties to these presents do bind themselves, their heirs, executors and administrators, each to the other, his executors, administrators and assigns, in the sum of fifty dollars, firmly by these presents, the sum to be considered as liquidated damages.

IN WITNESS WHEREOF the said HOMESTEAD IMPROVEMENT COMPANY has hereunto set its corporate seal and caused these presents to be signed

by its president and attested by its secretary the day and year first above written.

HOMESTEAD IMPROVEMENT COMPANY,
By T. J. Farley, President.

Sealed and delivered in the
presence of and attested by
JOHN M. KELLY,
Secretary.

STATE OF NEW JERSEY,
COUNTY OF CAMDEN, ss.

BE IT REMEMBERED, that on this 31st day of August in the year of our Lord one thousand nine hundred and three, before me a Commissioner of Deeds for New Jersey, personally appeared John M. Kelley, who being by me duly sworn, on his oath saith, that he is the Secretary of the Homestead Improvement Company, the grantor within named, and that Patrick J. Farley is the President; that deponent knows the common or corporate seal of said grantor, and that the seal annexed to the within deed or conveyance is such common or corporate seal; that the said deed or conveyance was signed by the said president and the seal of said grantor affixed thereto in the presence of deponent; that said deed or conveyance was signed, sealed and delivered as and for the voluntary act and deed of said grantor for the uses and purposes therein expressed, pursuant to a resolution of the Board of Directors of said grantor; and at the execution thereof this deponent subscribed his name thereto as witness.

JOHN M. KELLEY.

Sworn and subscribed the day
and year aforesaid.
T. YORKE SMITH,
Commissioner of Deeds for N. J.

DECLARATION OF TRUST

CHAS. C. SPEAR
to
HELEN C. DOUGLAS

Aug. 21st, 1899.

C-49

Whereas, by an Indenture bearing date the twenty-first day of August, A. D. 1899, and intended to be forthwith recorded Michael Cotter hath granted and conveyed in fee unto Charles C. Spear, of the County of Camden, in the State of New Jersey, a farm and appurtenances particularly described in a deed from the said Charles C. Spear to the said Michael Cotter, dated the twenty-sixth day of November, A. D. 1897, and recorded at Camden in Book 226 of Deeds, Page 89 &c.

And whereas, while said conveyance, on its face, is absolutely in fee, yet, in fact, said conveyance was made upon the trusts hereinafter declared and set forth.

Now, therefore, I, the said Charles C. Spear, do hereby grant, acknowledge and declare that the consideration for said conveyance was not paid by me, but by Helen C. Douglas, now residing on the said farm, in the County of Camden and State of New Jersey, and that I hold said lands, conveyed by said deed, in trust, to recover possession thereof, and collect the income and profits thereof; and after paying interest, taxes, necessary repairs, and proper charges, pay said income and profits to the said Helen C. Douglas, and at her option to permit her to occupy the said premises, and collect the rents thereof and profits thereof, and in further trust to convey the said lands and appurtenances upon the demand of the

said Helen C. Douglas, or her heirs or devise to such person and persons as she or they may name, free of expense to me, the said Charles C. Spear.
Signed, Sealed and Delivered
in the presence of

CHAS. C. SPEAR.

C-44

Phila. Sub-Claim No. N. J. 208.

AMERICAN EXCHANGE NATIONAL BANK,
New York, $3,300.00
May 25th, 1923.

Pay to the order of GEORGE H. ALECK and JOSEPHINE ALLEN, MORTGAGEE. THREE THOUSAND, THREE HUNDRED AND 00-100.....Dollars, in full payment, satisfaction, compromise and discharge of all claims for loss and damage by Fire or Tornado which occurred on the 1st day of April, 1923, to the property insured under Policy No. 50182, issued at Woodbury, New Jersey, Agency, and in consideration of said payment, the Policy is hereby cancelled and surrendered.

THE PALATINE INSURANCE CO.
LTD., of London, England.

Payable through New York Clearing House.

A. G. WHITELAW, General Adjuster.

Endorsement.

Payee must sign this discharge.

All claims and demand whatsoever, against the Palatine Insurance Company Limited, of London, England, connected with the within mentioned loss are released and discharged.

GEORGE H. ALECK.

The National City Bank of New York.

Date 6-18-23.

REASON: Will not pay yet

UNPAID

Name Drawee

Have drawee sign this slip to verify reason.

Presented by

THE PALATINE INSURANCE CO., LIMITED.

Awaiting legal information from Phila. in regard to title.

NEW JERSEY COURT OF ERRORS AND APPEALS

HELEN C. DOUGLAS, (now Aleck), Complainant-Appellee, and CHARLES COOPER SPEAR and EQUITABLE ESTATES CORPORATION, et al, Defendants-Appellants. } Answer to Petition of Appeal

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The complainant, Helen C. Douglas (now Aleck), answering the petition of appeal of Charles Cooper Spear and Equitable Estates Corporation says:

1. The allegation of paragraph one is admitted.

2. The allegation of paragraph two is admitted.

3. The allegation of paragraph three is admitted.

4. The allegation of paragraph four is admitted.

5. The allegation of paragraph five is admitted.

a. The deeds referred to were properly set aside.

b. The conclusion of the Court that there was no consideration and the conveyances were made without independent advice and without knowledge of the force and effect thereof is correct.

c. The finding of the Court that the defendant, Charles C. Spear, exercised influence over his mother is correct.

d. The finding of the Court as to the purpose of the Equitable Estates Corporation is correct and it is admitted that the Equitable Estates Corporation paid no consideration therefor and was formed purely for the convenience of the defendant, Spear.

e. The finding of the Court that the defendant, Spear, abducted his mother on the eve of the trial is correct.

f. The finding of the Court that the Declaration of Trust made November second, 1917, was without independent advice and without knowledge of the complainant as to its force and effect is correct.

g. The finding of the Court that the assignment of the contract made by Douglas and Spear to Equitable Estates Corporation dated June twenty-second, 1920, was without knowledge of its force and effect is true.

h. The dismissal of the counter-claim seeking specific performance of the agreement of November twentieth, 1922, is correct.

i. The allegations are denied.

j. The allegations are denied.

JOSEPH BECK TYLER,
Solicitor for Complainant-Appellee.

NEW JERSEY COURT OF ERRORS AND APPEALS.

Between
HELEN C. DOUGLAS,
(NOW ALECK)
Complainant-Respondent,
and
CHARLES C. SPEAR AND EQUITABLE ESTATES CORPORATION,
Defendants-Appellants.

Appeal from Chancery

Points for Appellants

The final decree of the Court of Chancery (S. C. 83) set aside the following instruments, from which appellants appeal:

1. Declaration of Trust made by respondent to appellant, her son, dated November 2, 1917. (State of Case 460.)

2. Deed, Helen C. Douglas to Equitable Estates Corporation, dated June 22, 1920, for Cooper Homestead farm. (S. C. 515).

3. Deed, Helen C. Douglas to Equitable Estates Corporation, dated June 22, 1920, for lot No. 6, plan of Homestead, Collingswood, N. J. (S. C. 519).

4. Deed, Helen C. Douglas to Equitable Estates Corporation, dated June 22, 1920, for lot No. 5, plan of Homestead Tract, Collingswood, N. J. (S. C. 523).

5. Assignment of Agreement, made by Helen C. Douglas, attorney-in-fact for Charles C. Spear, dated June 22, 1920, to Equitable Estates Corporation. (S. C. 527).

6. Agreement, Helen C. Douglas with Charles C. Spear, dated November 20, 1922. (S. C. 502).

POINT 1.

DECLARATION OF TRUST.

On November 2, 1917, Helen C. Douglas executed, acknowledged and delivered a declaration of trust to Charles C. Spear, (S. C. 460), in which she declared:

> "(4) That the lot designated as lot No. 5, on the map of the Homestead Tract, Collingswood, Camden County, New Jersey, together with the buildings erected known as No. 23 East Stiles Avenue, to which Alice M. Wesley, of Haddonfield, New Jersey, holds title of record, was purchased by her, the said Helen C. Douglas, with moneys advanced by the said Charles C. Spear, who is the real owner in equity; and that the lots adjoining the said premises and known as lot No. 6, and to which the said John A. Scanlan holds title of record was likewise purchased by the said Helen C. Douglas with money obtained from the said Charles C. Spear, who is the real owner in equity thereof." (S. C. 462).

And in the same declaration of trust she declared that she, while acting as attorney-in-fact for said Charles C. Spear, permitted a mortgage to be foreclosed on the Cooper Homestead farm, and that she,

Helen C. Douglas, procured money on a new mortgage upon said farm for the purpose of obtaining title from the Sheriff of Camden County to George H. Aleck who subsequently conveyed to John A. Scanlan. (S. C. 461).

John A. Scanlan reconveyed the title to George H. Aleck June 14, 1920, and George H. Aleck conveyed the title to Helen C. Douglas, June 7, 1912. (S. C. 406).

While the title was in the name of John A. Scanlan, Helen C. Douglas wrote to him as follows:

"New York, Nov. 24, 1919.

John A. Scanlan, Esq.,
Drexel Building,
Philadelphia, Pa.

Dear Mr. Scanlan:

In case of my death it is my wish and I hereby authorize you to convey to my son, Charles C. Spear, in fee, or to such person or corporation as he may designate all real estate, including the Cooper Homestead Farm and E. Stiles Ave., Collingswood lot, which Charlie and I jointly own and which stand in your name on the records of Camden Co., New Jersey.

Very sincerely yours,
Helen C. Douglas."

(S. C. 222, line 30).

To substantiate the payment of money by Spear, Thomas E. French, a Counsellor-at-Law of New Jersey, produced a statement showing the payment of $8,105.00 by French to Scanlan on February 23, 1907. (S. C. 438).

Thomas E. French executed a declaration that the above sum was paid to him by Charles C. Spear, February 25, 1907. (S. C. 435, line 20).

Helen C. Douglas said she knew Spear paid about $7,000. (S. C. ~~731~~ 371).

At the trial before Vice-Chancellor Leaming, Helen C. Douglas admitted her signature to the declaration of trust. (S. C. 199).

The Commissioner of Deeds administering the acknowledgment testified that he made known to her the contents thereof before taking her acknowledgment. (S. C. 103).

Charles C. Spear testified he was present when the acknowledgment was taken by the Commissioner, and said that Helen C. Douglas made such acknowledgment before the Commissioner. (S. C. 289).

The learned Vice-Chancellor erred in setting aside the declaration of trust.

No fraud was shown by complainant.

Walkowitz vs. Walkowitz, 95 N. J. Equity 249: 122 Atl. Rep. 835.

Oppenheim vs. Oppenheim, 91 N. J. Eq. 160: 114 Atl. 419.

Colonial Blg. Assn. vs. Griffin, 85 N. J. Eq. 455: 96 Atl. 901.

Marsh vs. Mitchell, 26 N. J. Eq. 497:

POINT II.

COOPER HOMESTEAD FARM.

Charles C. Spear executed and delivered to Helen C. Douglas, two written powers of attorney, one dated November 28, 1899, recorded in deed book 266 page 200, (S. C. 458), and another dated June 14, 1910, recorded in deed book 352, page 456. (S. C. 456).

On February 14, 1902, Helen C. Douglas, attorney-in-fact for Charles C. Spear, executed and delivered a lease to Forrest E. Ginter for the Cooper Homestead farm. (S. C. 530).

On November 17, 1902, Helen C. Douglas, attorney-in-fact for Charles C. Spear, executed and delivered a deed of conveyance to Locustwood Cemetery for the Cooper Homestead farm, reciting in said deed that it was by virtue of a power of attorney made by Spear to Douglas, dated November 27, 1899. (S. C. 465, 466, 467). And said deed was acknowledged by Helen C. Douglas, attorney-in-fact of Charles C. Spear, before John B. Kates, M. C. C. of N. J., November 18, 1902, (S. C. 468).

On October 8, 1907, Frank C. Somers, Sheriff of Camden County, sold said farm under an execution issued by the Court of Chancery of New Jersey at the suit of The Louis Bergdoll Brewing Company, complainant, against Michael Cotter, et als., on a bill filed in the Court of Chancery on December 13, 1901, and said farm was struck off and sold to Charles C. Spear. (S. C. 399).

On September 28, 1908, Charles C. Spear executed and delivered a deed of conveyance to Cyrus D. Marter for said farm, (S. C. 400), and on the same date

New Jersey State Library

Cyrus D. Marter and wife executed and delivered a deed of conveyance to Thomas E. French, Helen C. Douglas and Charles C. Spear, in trust, and on February 21, 1910, said French, Marter, Douglas and Spear executed and delivered a deed of conveyance to Leslie M. Holloway, freed and discharged of said trusts. (S. C. 469).

On June 23, 1914, Joseph E. Nowrey, Sheriff of Camden County, in foreclosure proceedings at the suit of Josephine Allen, complainant, sold said farm to George H. Aleck, and on the same date a new mortgage for $3,800, was made by the said George H. Aleck to said mortgagee, Josephine Allen. (S.C. 405)

The declaration of trust (S. C. 460, 461) declares:

"(3) That in pursuance with the terms and spirit of the aforesaid verbal agreement and acting in her capacity as attorney-in-fact for the said Charles C. Spear, she permitted the foreclosure of a certain mortgage held by Josephine Allen against a certain tract of land property of the said Charles C. Spear, known as the Cooper Homestead farm, situate in Delaware Township, Camden County, New Jersey, and specifically described in deed of Joseph E. Nowrey, Sheriff, to George H. Aleck, recorded in book 389 of deeds for said county on page 209 &c., and caused the same to be purchased at Sheriff's sale by the said George H. Aleck, with money procured by her, the said Helen C. Douglas, from the said Josephine Allen upon a new mortgage executed by the said George H. Aleck to the said Josephine Allen at the request of the said Helen C. Douglas; and that the said George H. Aleck continued to hold the title of record to the said premises at her request, until she requested him to transfer and

convey the said premises to John A. Scanlan, of Camden, New Jersey, in whom the naked title now rests."

On July 27, 1916, George H. Aleck conveyed said premises to John A. Scanlan, and on June 14, 1920, John A. Scanlan reconveyed to said George H. Aleck, and on June 7, 1912, George H. Aleck conveyed to Helen C. Douglas, (S. C. 406).

On June 22, 1920, Helen C. Douglas conveyed to Equitable Estates Corporation. (S. C. 515).

Helen C. Douglas was trustee for Charles C. Spear by power of attorney (S. C. 456, 458), and by declaration of trust, (S. C. 460), and as such trustee she could not deal with the trust property to her own advantage against the interest of her cestui que trust.

Blauvelt vs. Ackerman, 20 N. J. Eq. 141.

Bassett vs. Shoemaker, 46 N. J. Eq. 538.

The Court of Chancery set aside the deed from Helen C. Douglas to Equitable Estates Corporation on the ground that Helen C. Douglas did not have separate and independent advice. (S. C. 92, line 20). She was not entitled to separate and independent advice, because it was a transfer of the trust propty to a corporation selected by the cestui que trust and trustee, in which both were the owners of the capital stock by survivorship. (S. C. 91).

POINT III.

COLLINGSWOOD PROPERTY. LOT NO. 6.

On June 22, 1920, Helen C. Douglas executed and delivered a deed of conveyance to lot No. 6, Collings-

wood, known as the residence of Mrs. Douglas, to Equitable Estates Corporation.

Mrs. Douglas testified:

"It was not my intention to convey anything except the house; I had intended to sell the lot property and also the farm—".
(S. C. 164).

And on page 261, S. C. she testified:

Q. By the Court.

"That is what I wanted you to explain Mrs. Aleck.

You say on June 22, 1920, you signed three deeds. You said you signed only the one to the residence property intelligently, purposely, and intentionally to the Equitable Estates Corporation?

A. Yes, I did." (S. C. 261).

The title to the residence property was made by Homestead Improvement Association to Charles C. Spear, June 23, 1903. (S. C. 474).

On March 31, 1904, Charles C. Spear, by Helen C. Douglas, his attorney-in-fact, executed and delivered a deed of conveyance to Thomas B. Hall, trustee, reciting that said conveyance was made by virtue of a power of attorney made by Charles C. Spear to Helen C. Douglas, which conveyance was acknowledged before John B. Kates, Master in Chancery of New Jersey. (S. C. 480).

On July 14, 1904, Thomas B. Hall, trustee, executed and delivered a deed of conveyance to Charles C. Spear for said premises. (S. C. 484).

On September 16, 1909, Charles C. Spear, by Helen C. Douglas, his attorney-in-fact, executed and delivered a deed of conveyance to Thomas E. Ludlam, Jr., said deed reciting as follows:

> "This conveyance is made by virtue of a Power of Attorney given by the said Charles C. Spear to the said Helen C. Douglas, dated November 27th, 1899, and of record in the Register of Deeds Office of Camden County in book No. 266 of deeds, page 200 &c., giving her amongst other things full power to bargain, sell, grant, release and convey any property to such person or persons and for such consideration and at any time she may desire."
> (S. C. 489).

This deed was signed, "Chas. C. Spear, Helen C. Douglas, attorney-in-fact." (Seal). And was acknowledged before John L. Burk, Commissioner of Deeds for the State of New Jersey. (S. C. 490, 491).

On March 18, 1910, Thomas E. Ludlam, Jr., executed and delivered to Alice M. Wesley, a deed of conveyance for said premises, reciting the grant from Charles C. Spear, by his attorney-in-fact, Helen C. Douglas, to said Ludlam. (S. C. 493).

On June 9, 1916, Alice M. Wesley executed and delivered a deed of conveyance for said premises to Helen C. Douglas, reciting the grant from Ludlam to Wesley. (S. C. 497).

On June 22, 1920, Helen C. Douglas executed and delivered a deed of conveyance to Equitable Estates Corporation, reciting the deeds from Ludlam to Wesley, and Wesley to Douglas, (S. C. 519, 520).

The Court of Chancery erred in setting aside this deed on the ground that Mrs. Douglas did not have separate and independent advice; and also erred because Mrs. Douglas had dealt with said premises as trustee of Charles C. Spear; and also erred because Mrs. Douglas testified that she executed said deed intelligently, purposely, and intentionally; and also erred because there was no proof of fraud touching the transaction.

10

POINT IV.

COLLINGSWOOD LOT No. 5.

The title to this lot was conveyed by The Homestead Improvement Association to John A. Scanlan, by deed dated February 27, 1904. (S. C. 409).

On June 24, 1919, Helen C. Douglas wrote a letter
20 to John A. Scanlan, saying that the title which stood in his name was owned jointly by her and Charles C. Spear. (S. C. 444).

On July 21, 1908, John A. Scanlan executed and delivered a deed to Helen C. Douglas for said lot. (S. C. 524, line 20).

On June 22, 1920, Helen C. Douglas executed and delivered a deed of conveyance to Equitable Estates
30 Corporation for said lot. (S. C. 523).

On November 4, 1919, Helen C. Douglas wrote Charles C. Spear that she was afraid of Scanlan's heirs. (S. C. 224, line 8).

The Court of Chancery erred in setting aside deed from Helen C. Douglas to Equitable Estates Corporation, on the ground that the title to said lot was held

by John A. Scanlan as trustee for Helen C. Douglas and Charles C. Spear, and for that reason Mrs. Douglas was not entitled to separate and independent advice.

POINT V.

RATIFICATION OF TITLE.

On December 29, 1922, Helen C. Douglas wrote to Charles C. Spear, inclosing draft of agreement, proposing the conveyance by Equitable Estates Corporation to a trustee to be named by her. (S. C. 500).

On November 3, 1920, the Equitable Estates Corporation attempted to borrow $3,000 on a bond and mortgage on lot 6, (the residence property in Collingswood), from the trustees of the estate of Richard Esterbrook Estate, which bond and mortgage were executed by Equitable Estates Corporation, by Helen C. Douglas, Pres. (S. C. 446, 447).

The mortgage contained the following recital:

"Being the same premises which Helen C. Douglas by deed dated June 22, 1920, recorded in the Register of Deeds Office of Camden County in book of deeds No. 472, page &c., granted and conveyed unto the said Equitable Estates Corporation, a corporation under and by virtue of the laws of New York, in fee."

On April 25, 1920, Helen C. Douglas wrote Charles C. Spear to convey 75 or 100 acres to a corporation. (S. C. 224, line 34). And on April 1920, she wrote him again as follows:

"X X X I am perfectly willing to have the property conveyed to a corporation, provided I have a controlling interest. I feel that this would

best safeguard your interests and as you are my sole heir, in event of my death, this controlling interest would pass to you. X X X" (S. C. 225, last line, and S. C. 226, first six lines).

The deeds to the Equitable Estates Corporation were executed June 22, 1920. Five months later November 3, 1920, Helen C. Douglas, attempted, as president of that company, to borrow $3,000 on bond and mortgage.

Helen C. Douglas ratified the deeds of conveyance to Equitable Estates Corporation by holding out that the said corporation was the owner of said premises. She signed said bond and mortgage as President of that corporation, and recited in the mortgage that it was the same premises conveyed by her to Equitable Estates Corporation, in fee.

POINT VI.

FRAUD AS TO EXECUTION AND DELIVERY OF DEEDS TO EQUITABLE ESTATES CORPORATION.

Helen C. Douglas testified that on June 22, 1920, the date of the deeds, she went with Charles C. Spear to the Office of Augusta T. Vetter, Notary Public, Drexel Building, Phila., and executed the deeds. She testified, in part, as follows:

"Q. How did you know your son was coming to your house on the morning of June 22, 1920, to have you sign those deeds?

A. I didn't know.

Q. He came as a complete surprise, did he?

A. He kept coming all the time demanding me to convey my property to the Equitable Estates Corporation; he came and rented that room for no other purpose.

Q. Your son came to your house at what time of day on June 22?
A. I don't know.
Q. Morning or afternoon?
A. I don't know, probably the morning.
Q. Was your son intoxicated that morning?
A. No.
Q. Was he cruel or abusive that morning?
A. No, sir.
Q. Was he kind?
A. Oh, very kind, very sweet to me.
Q. You and he talked about this matter in your home?
A. Yes, and I knew perfectly well what I said.
X X X" (S. C. 209).

On October 28th, 1924, Helen C. Douglas (now Aleck) made affidavit before Irene C. Clow, Notary Public, as follows: (S. C. 504).

STATE OF NEW JERSEY,
COUNTY OF CAMDEN, ss.

Helen C. Aleck, being by me duly sworn according to law, on her oath saith: That through undue influence and false representations she was induced to file in the Court of Chancery of New Jersey a certain Bill of Complaint, wherein she is complainant, and her son, Charles Cooper Spear, is one of the defendants; that she is now satisfied that there never existed any sufficient cause for the filing of said Bill; that she is satisfied with the issuance of all the capital stock of the Equitable Estates Corporation, to her and her son jointly with full right of survivorship; that she has for some time been desirous of withdrawing the charges against her said son made in her Bill of Complaint but that she has been pre-

vented from so doing through undue influence; that it is now her wish that her said Bill of Complaint be set aside and the case dismissed.

Helen C. Aleck.

Subscribed and sworn to
this 28th day of October,
A. D., 1924, before
(Seal) Irene C. Clow,
Notary Public.

Irene Clow, the notary public, testified as to the proper execution of that affdavit. (S. C. 273).

John H. MacPeak, corroborated Miss Clow's testimony. (S. C. 276).

SEPARATE, COMPETENT AND INDEPENDENT ADVICE.

In the conclusions filed by the Court of Chancery, the learned Vice-Chancellor held: (S. C. 91).

"Complainant is a woman who enjoys a high degree of intelligence, and her memory and mental powers at this time appear to be but very little impaired. X X X".

"The conveyances here in question may be classed as conveyances of all of complainant's property made without consideration and without independent advice and without adequate knowledge of their operative force and effect, X X X". (S. C. 92).

As to the consideration, it fully appears from the evidence that the son, Charles C. Spear, on February 27, 1907, paid $8,105.00; that the mother admitted the payment of $7,000 or more.

The consideration was a pre-existing indebtedness.

In Carnahan vs Carnahan, 112 Atl. Rep. 736, 737, (Court of Errors and Appeals), it was held: 92 N.J.Eq. 442.

"Our examination of the record leads us to the opposite conclusion from that reached by the learned Vice-Chancellor. He found the conveyance was made as a gift from the husband to the wife, and applied the principle that the donor received, at the time of the conveyance, no such independent advice as the law contemplates is necessary to support such a gift, illustrated in the case of Post vs. Hagen, a case of a voluntary conveyance, by way of gift, by a mother to a daughter. But the record satisfies us the consideration of the conveyance was an existing indebtedness due the wife from the husband, which had been recognized by the husband; that Lillie M. Carnahan, the wife, was an actual creditor of the husband, Joseph L. Carnahan. This fact being established, the legality of the conveyance cannot be successfully attacked on the ground that it was a gift, because it then stands upon the same ground as any other conveyance with a legal consideration. A conveyance by the husband to a wife, if made in good faith, and for an adequate consideration, is valid against all persons, X X X."

As to independent advice, an examination of the leading authority in this state, Slack vs. Rees, 66 N. J. Eq. 447, discloses that in that case the donor's mentality was feeble; that he did not have sufficient intelligence to understand the nature of the transaction; that his gift was improvident because he had stripped himself of all his property when he most needed it.

But, when a donor's mind is not so enfeebled; who understands the nature of the transaction; and who

retains a portion of the estate conveyed, can not properly be included within that doctrine, but is subject to the rule laid down in Fretz vs. Roth, 70 N. J. Eq. 764, (Court of Errors and Appeals), as follows:

> "A voluntary deed, executed by a husband through another, to his wife, conveying all his realty, will not, at the instance of the grantor, be declared void for improvidence, nor because of the absence of provisions for revocations or reversion in the deed, nor because executed without the benefit of proper, independent, and competent advice, unless there is satisfactory proof also that it was the act of a person whose mental capacity was so enfeebled that he did not understand the effect of the instrument, or of some other recognized ground for equitable interference."

Cited and followed by Vice-Chancellor Leaming in Down vs. Down, 82 Atl. 322, page 325; 80 N. J. Eq. 68.

Followed by Justice Katzenbach, (Court of Appeals), in Voorhees vs. Christie, 125 Atl. 13, 14.

96 N. J. Eq. 337.

In Soper vs. Cisco, (Court of Appeals) 95 Atl. 1016; 85 N. J. Eq. 165, the test of mentality was considered. In that case, the court held:

> "The test of mental capacity to make a deed is that the person shall have ability to understand the nature and effect of the act in which he is engaged, and the business he is transacting.
> "No presumption of undue influence in the case of a conveyance by a parent to a child, in consideration of support of the grantor, arises from the mere relation of the parties, and therefore the burden is upon the party attacking the con-

veyance to show undue influence."
Citing Collins vs. Collins, (Ct. of Err. & App.) 45 N. J. Eq. 813.

As to the certificates of acknowledgment on the declaration of trust and deeds, there being no proof of fraud or undue influence, it is the settled rule of law that such certificate is prima facie evidence that the grantors there named executed the instrument to which it is attached as their voluntary act and deed. Such presumption must be overcome by positive and convincing proof.

Walkowitz vs. Walkowitz, (Court of Errors & Appeals) 122 Atl. Rep. 835; 95 N. J. Eq. 249.

The only evidence of fraud or undue influence in this case appears in the evidence of Mrs. Douglas (S. C. 182) where she says her son attacked her with an umbrella in November, 1922. The declaration of trust was signed and acknowledged November third, 1917. The three deeds were signed and acknowledged June 22, 1920. (S. C. 515, 519, 523).

It is respectfully submitted that the final decree of the Court of Chancery in this cause should be reversed, with costs.

DAVID R. ROSE,
Counsel for Appellants.

NEW JERSEY COURT OF ERRORS AND APPEALS.

HELEN C. DOUGLAS (now Aleck),
Complainant-Appellee,
v.
CHARLES COOPER SPEAR and EQUITABLE ESTATES CORPORATION, *et al.*,
Defendants-Appellants.

BRIEF FOR APPELLEE.

The bill of complaint was filed to restore to the complainant legal title to three properties. Her residence property, No. 23 East Stiles Avenue, Collingswood, New Jersey, and the lot adjoining, and a farm known as the Cooper Homestead Farm on Marlton Pike, Camden County, New Jersey.

The farm was inherited by the complainant in part from her grandfather and the outstanding interests were acquired by partition proceedings about 1878. She was the absolute owner of the property.

The residence property, No. 23 East Stiles Avenue, Collingswood, New Jersey, being known as lot No. 6, was purchased by the complainant from the Homestead Improvement Company in 1903. The complainant paid the consideration therefor and had the title put in the name of the defendant, Charles C. Spear, and Spear gave to his mother, Helen C. Douglas, a power of attorney to convey.

Spear was merely a naked trustee and paid no part of the consideration.

The lot adjoining, being lot No. 5, the complainant purchased from the Homestead Improvement Company in March, 1904, and took title in the name of John A. Scanlan, who was a naked trustee for the benefit of the complainant. The residence property and lot adjoining were purchased by the complainant and the consideration paid by her. There were various conveyances of these properties from one trustee to another. In June, 1920, when deeds in question were made to the Equitable Estates Corporation, George H. Aleck, the complainant's husband, held title to the farm property and Alice M. Wesley held title to the residence property known as lot No. 6, and John A. Scanlan held title to the adjoining lot, being lot No. 5. There was no question but that all of these title holders were merely trustees for the complainant and each of them had executed and delivered to the complainant a deed to her which she held unrecorded. The reason for holding the title in this way was that she had always held title to her property in the name of a trustee because of the uncertainty surrounding the death of her husband, William D. Douglas. She testified that he was supposed to have lost his life by drowning but that was never established until the complainant obtained a decree in October, 1922, to that effect. The three deeds set aside conveyed these three properties to the Equitable Estates Corporation. The deeds were dated June twenty-second, 1920, and recorded June twenty-eighth, 1920. The defendant, Spear, obtained from the complainant the three unrecorded deeds to her and obtained three other deeds from her to the Equitable Estates Corporation.

The Vice-Chancellor has found, as a matter of fact, that on June twenty-second, 1920, these properties were owned by the complainant.

As to the lot No. 6, the defendant, Spear, never had any record title thereto. It was purchased by the complainant, title taken in the name of John A. Scanlan and conveyed by Scanlan to the complainant.

As to the residence property, this was purchased by the complainant, title taken in the name of the defendant, Spear, and conveyed by the defendant, Spear, to Thomas B. Hall, trustee, then by Hall, trustee, back to Chas. C. Spear and then by Spear to Thomas E. Ludlam, Jr., trustee, and by Ludlam, Jr., trustee, to Alice M. Wesley and by Wesley to the complainant (Exhibit C46, S. of C. page 415).

The defendant, Spear, attempted to show that he paid a part of the consideration for the lot and the residence property at Collingswood, New Jersey, but utterly failed to substantiate this claim with any substantial proof and the only claim to the farm was based upon a foreclosure sale made in 1907 which the defendant procured to take place in the absence of the complainant, the proofs are that at that time he induced the complainant to go away in the summer time for her health and brought about a foreclosure of a mortgage against the farm and bought it in in his name. While he held the title he conveyed a part of the property and created a mortgage on the remaining part of the property and then the complainant required him to convey the property to a trustee. Following this, the mortgage which the defendant, Spear, had created was foreclosed and in 1914 the property was conveyed, absolutely, to George H. Aleck by deed under foreclosure proceeding from Joseph E. Nowrey, sheriff, in which proceeding the defendant, Spear, was made

a party defendant so that the title to the farm property was absolutely vested in George H. Aleck, by deed from the sheriff of Camden County in June, 1914, and any interest which the defendant, Spear, might claim to have had prior to that time was foreclosed and barred by decree of the Court of Chancery.

This was the state of the title in June, 1920, when the defendant, Spear, obtained the deeds to the Equitable Estates Corporation.

The Equitable Estates Corporation is a corporation of the State of New York, formed by the defendant, Spear, and his attorney in New York City, Hobart S. Bird. Nothing was ever paid into the corporation and the corporation paid no consideration of any kind for the conveyances and the corporation makes no claim of ever having paid any consideration or having any claim to the legal or equitable title to the properties. The only claim made is by the defendant, Spear, and the deeds sought to be set aside were not made to him but to the Equitable Estates Corporation.

As to the farm, Spear claimed some benefit derived from the foreclosure sale which he procured in the complainant's absence in 1907, which title he subsequently relinquished to the complainant and as to the residence and lot adjoining in Collingswood to which she took title in 1903 and 1904 he claims to have sent her some money during that period of time which was used to buy these properties. These matters were positively denied by the complainant. She inherited the farm property and purchased the residence property solely with her own money (S. of C. p. 253). The defendant, Spear, has made no effort to establish any claim by lawful proceedings to any of these properties. What he did was to obtain from the complainant, deeds to these

properties, not to himself, but to a corporation without paying any consideration therefor and without any independent advice to the complainant of the effect of such conveyances.

As to the lot, the defendant never had any title and as to the farm, any interest whatever which he had was foreclosed in 1914 and as to the house, there was no evidence of any kind that he had paid any of the consideration. The few checks which he produced showing money having been sent to his mother were all of a date subsequent to the purchase of the house and lot (S. of C. p. 338) and the Vice-Chancellor has found, as a fact, that the transactions between the mother and son or any aid extended by the son to the mother some twenty years ago was not for the purpose of acquiring any legal or equitable estate in any of the properties. That, as a matter of fact, was merely an afterthought on the part of Spear to endeavor to establish a consideration for the conveyances obtained in 1920.

The defendant, Spear, endeavored in the fall of 1919, to have these properties conveyed to the corporation without success. The complainant testified, (S. of C. page 260), that he had an agreement prepared which would strip her of all control of the properties and, learning of this before signing, she declined to do anything further and demanded back the deeds which he had obtained from her. The defendant, Spear, and his attorney and accomplice, Hobart S. Bird, an attorney in New York City, made one excuse or another and kept the deeds to her which were then unrecorded. In June, 1920, the complainant was living in Philadelphia. She was then an old woman, practically blind, living by herself. Her condition was such that she could not see to read and could only write by keeping her pen to the paper. If she took the pen from the paper she

could not continue the writing. She had only one relative in the world, and that was the defendant, Spear. She had educated him to be a doctor although he never practiced his profession and he was her confidant in all matters. The defendant, Spear, appears to have been in trouble from the time he graduated and was indicted for assault and battery back in 1899 and was indicted for murder in 1910. He was a fugitive from justice from the time of his indictment for murder until about 1922 and in June, 1920, when he secured these deeds from his mother, he was still a fugitive from justice and had been corresponding with his mother under a post office box number, being known as 202, New York City, and was not using his own name.

The mother states that she willingly made a deed for the residence property only to the Equitable Estates Corporation to be held by her and under her control until after her death, but never had any intention of making a deed for the lot or the farm which she intended to sell, and did not knowingly do so. Even the deed to the residence property was to remain in her possession until after her death, and that she was to have absolute control and disposition of the property at all times (S. of C. p. 164).

It is very apparent that this arrangement was made to shield the defendant, Spear, so that he might inherit the residence property without his name becoming known in the matter (S. of C. p. 171).

The complainant never took any part in nor had anything to do with the corporation. This was organized by Mr. Bird, Mr. Pisani and Mr. Testa. The complainant never attended any meetings and the company was never really organized. The only thing she ever did was to sign the certificate of stock which was handed to her before it was filled out or issued

with the understanding that it would be issued to her so that she might put any property she wanted to in the name of the corporation and control it as a means or device to will the property to her son in the event of her death so that the stock would be turned over to him at her death without the title being put in his name. This is all she ever intended to do (S. of C. p. 172).

Hobart S. Bird testified (S. of C. pages 154 and 155), as follows:

"Q. Mercedes Spear is the wife of Dr. Spear, isn't she?

A. Yes.

Q. You wouldn't think she spoke English fluently enough to know what was being transacted at the board of directors meeting?

A. No.

Q. As a matter of fact, she doesn't speak English at all?

A. Not very much.

Q. As far as she was concerned, she was just a dummy?

A. Yes.

Q. And as far as Mrs. Douglas is concerned she never attended any meetings, did she?

A. I would have to read this through, I don't know, I don't recall.

Q. How could you elect any officers if one director didn't have sufficient intelligence to speak the English language well enough to act as a director and another director wasn't present and that only left you?

A. The whole thing, the corporation, was just a means of carrying out the purposes of Mrs. Douglas and Dr. Spear.

Q. Without undertaking to be technically correct?

A. Yes.
Q. That is true, isn't it?
A. Yes, certainly."

Complainant further testified that when this deed was executed she intended to hold it but that the defendant, Spear, took it away from her and promised to give it to her when they reached the street, but when they reached the street, he jumped on a trolley car and left her, taking the deed with him (S. of C. p. 165).

As to the alleged declaration of trust dated November second, 1917, this likewise was obtained from the complainant without any consideration, without any independent advice and without her understanding the contents thereof. She absolutely denies ever having knowingly executed an instrument of that character. It is simply another scheme of the defendant, Spear, to obtain possession of his mother's property.

The Vice-Chancellor particularly deals with the alleged declaration of trust dated November second, 1917, and finds that there was no justification for the facts therein recited and was simply a plan or device to protect the complainant from the illusion, fostered by the defendant, Spear (S. of C. Ex. C40, p. 431), that her husband, Douglas, might still be living, and further, that such declaration of trust and the three deeds did not represent the voluntary acts or deeds of complainant. The Vice-Chancellor in his conclusions finds, as a matter of fact, that none of these instruments represent the purpose and will of the complainant but that of her son and were not in any substantial sense her voluntary or intelligent acts, and further finds that she was not advised and did not know or understand nor was she given reason to believe that the transactions were irrevo-

cably placing beyond her control or beyond her right of absolute enjoyment all her property which she owned or which she had so long enjoyed (S. of C. p. 93).

Shortly after the deed was obtained from the complainant to the Equitable Estates Corporation the defendant, Spear, got the complainant to sign a stock certificate representing to her that she would own all of the stock, appoint the officers and directors and control the property absolutely; just the same as though it had not been conveyed to the Equitable Estates Corporation. This certificate was signed in blank for ten shares, being the entire stock issued, and the same was returned to Hobart S. Bird in New York City and it was there filled in to "Charles C. Spear and Helen C. Douglas, jointly with full right of survivorship" (S. of C. p. 172).

The defendant, Spear, testified, upon examination by the Court:

> "And my wife, of course, she is not a woman who would cause any trouble, she is an Indian, and she wouldn't bother about corporation matters, and Mr. Bird was at that time in the position of a mutual friend, he represented my mother in court, and also represented me, and Mr. Bird wouldn't go against her, and she was really in the position where she controlled the company, and I think that is a fact, because Mr. Bird wouldn't go against her."

S. of C. page 336, and further by the Court:

> "Q. Supposing now, today, she should want to make a conveyance of this property and wanted the necessary resolutions passed by the board of directors of the Equitable Estates Corporation to make the title good, how could she accomplish it?

A. By simply making the request and I believe the board would do anything she would request.

Q. Providing, of course, it was satisfactory to you?

A. Yes, the two of us together could agree upon something and it would simply be a question of having the board pass the necessary resolution.

Q. But it wouldn't be in her power to do that unless you were willing, of course?

A. No, it was always understood it would be what we mutually agreed upon, and I would be restrained in the same manner she is, I couldn't do anything without her consent."

(S. of C. page 336.)

Also in a letter from Spear to the complainant (S. of C. page 174), the defendant, Spear, wrote:

"Your rights and liberty of action in all matters relating to the property will not be interfered with in the least."

Hobart S. Bird, the attorney in New York, produced as a witness by the defendant, Spear, testified that it was only a question of contriving some means by which Mrs. Aleck, the complainant, should have absolute control of the property and that the directors of the corporation were Mrs. Aleck, Mercedes Spear and himself, and further went on to say that the control of the property was therefore in the hands of Mrs. Aleck and that he held a power of attorney and proxy to vote Mr. Spear's stock and that Mrs. Aleck and he were a majority of the directors and therefore could do anything that was necessary (S. of C. page 121).

To show how the complainant was stripped of entire control of the property and that Bird was just a tool of the defendant, Spear, after the suit was entered and a *lis pendens* filed the Equitable Estates Corporation, without consulting Mrs. Aleck, conveyed the entire farm property, which is the really valuable property, to Charles C. Spear and Mercedes Spear, trustees for Locustwood Cemetery Association, and when they found that this was inoperative on account of the *lis pendens* they reconveyed the property to Equitable Estates Corporation and Spear testified as to why this was deeded back to the Equitable Estates Corporation:

> "Because the matter was—it didn't appear to accomplish anything, it was a conveyance which conveyed nothing, because it was subject to the approval of the Court of Chancery and it couldn't answer the purpose which was in view."

(S. of C. page 345.)

The Vice-Chancellor in his conclusions (S. of C. page 92), said:

> "I am satisfied that she was not advised and did not know or understand and was given no reason to believe that the transaction was irrevocably placing beyond her control or beyond her right of absolute enjoyment all the property which she owned and which she had so long enjoyed; whereas in its operative effect the transaction strips her of all right of control or present enjoyment except as her son shall dictate through his control of the board of trustees of the corporation. The extent to which her right of enjoyment is lost is best seen by the conveyance which the son thereafter caused the corporation to make with a purpose to put the

title in others; that conveyance, however, was ineffective to accomplish its purpose by reason of the *lis pendens* filed herein. The conveyances here in question properly may be classed as conveyances of all of complainant's property made without consideration and without independent advice and without adequate knowledge of their operative force and effect, which conveyances substantially inured to the benefit of complainant's son and which were procured by the son through the exercise of his influence over his mother, which influence was made possible by reason of her extreme confidence in him."

Hobart S. Bird wrote to the complainant November sixteenth, 1920, Exhibit C4, at page 129 of the State of Case:

"We have got matters well in hand and there is absolutely no way of losing your property. You couldn't lose it if you wanted to."

In the same letter Hobart S. Bird wrote to the complainant about Mr. Douglas being alive and said (S. of C. page 127):

"Now there remain the following methods of proceeding to remove the defect and clear up the situation and it remains for you to decide which is the more preferable from your standpoint. First. You could obtain a divorce from Mr. Douglas upon the ground of abandonment and non-support, which grounds could be easily proven and would probably not be contested, and this would leave you free at all times to receive title and convey the same and act entirely as a femme sole."

Again Hobart S. Bird, the attorney in New York City, under date of March twenty-first, 1921, wrote to the complainant (S. of C. page 133) as follows:

> "There is no intention of interfering with your enjoyment of all of the property as long as you live, but that it was necessary to make a transfer to protect against any influence that might be brought upon you to dispose of the property contrary to your agreement in the matter. As long as you live, you have the right to the full management and all of the proceeds of the property, just the same as before the transfer was made, and there is no intention to deprive you of anything that you have."

Notwithstanding this letter the said Bird joined with the defendant, Spear, and conveyed all of the property to Charles C. Spear and Mercedes Spear which, however, was inoperative on account of the *lis pendens* but shows the character of Bird and what a hypocrite he really was, notwithstanding his endeavor to pose as a friend of the complainant.

The said Hobart S. Bird wrote to a Miss Bodey at complainant's residence in Collingswood September tenth, 1921 (S. of C. page 136):

> "I would not countenance any move on the part of anybody which would have the result of depriving her of any of her property. All my efforts, and they have been largely unselfish, for I have not been paid anything, have been to protect Mrs. Douglas against an unscrupulous person who was attempting to defraud her of her property. I know that Mrs. Douglas has been influenced to believe that I am not acting in good faith and that her son is not acting in good faith. This is not the fact, however. Any document which could be prepared would be very willingly signed to assure to Mrs. Douglas

> that no advantage would be taken, that none of her property would be disturbed nor that her possession would be affected, but only that she should be secured against losing it to other persons who covet it. I would be glad of the opportunity of making this thing secure, and this ought to give Mrs. Douglas confidence that I would not do anything against her interests."

Following this the said Bird joined in conveying all of her property to the defendant, Spear, and his wife and while both Bird and Spear endeavored to convince her that she owned the property; owned the corporation; and had absolute control of it yet no claim at any time was made in all of his correspondence that Spear claimed any right of ownership by reason of having paid any consideration for the property. They apparently took it upon themselves to protect her against losing the property to unscrupulous persons who were coveting it. Although by their own acts they were stripping the complainant of all of her property for the benefit of defendant, Spear, and the Vice-Chancellor found (S. of C. page 92):

> "Which conveyances substantially inured to the benefit of complainant's son and which were procured by the son through the exercise of his influence over his mother which influence was made possible by reason of her extreme confidence in him. Complainant should be relieved from their operation."

It is suggested that the alleged consideration claimed to have been paid by the defendant, Spear, to his mother some twenty years ago was a mere afterthought on his part. The only reason given by Bird or Spear in the correspondence which fol-

lowed the discovery by the complainant that the Equitable Estates Corporation had secured title to her properties was that they were trying to protect her against unscrupulous persons obtaining her property from her. In other words, they have placed themselves on record as showing that the complainant was subject to influence and not competent to handle her own affairs. They presume to control her property as against her husband. That is the only reason given in all of the letters from Bird and from Spear following the discovery by the complainant of the conveyances to the Equitable Estates Corporation. This, of course, can only be a mere excuse because the defendant, Spear, had previously obtained a deed for the farm property from Michael Cotter, complainant's trustee back in 1899, before the husband, Aleck, was known to the complainant. When the complainant discovered that her trustee had conveyed the property to her son she required it reconveyed back to her in 1899.

Also in the letter of Hobart S. Bird to the complainant (S. of C. pages 138 and 139) he says:

> "All this was done to save the property for you and him, against persons who are trying to get it away from you both. There is certainly nothing cruel about this. How you can regard it as cruel and wicked, I do not know. It is also strange that you know absolutely nothing about what was done as you say, for you had an attorney representing you and also had Mr. Aleck there much in evidence and always very well informed, still I do not hesitate to give you the facts and will treat you fairly and openly and above board no matter if you do accuse me, as you repeatedly do, of dishonesty. When I offered to allow you to buy the property in and if the purchaser would simply give

> a declaration of trust that he held the property for you, this condition was refused, it was very apparent that some means to protect the property were necessary to be taken at once."

This letter referred to a foreclosure of a mortgage on the Collingswood property.

Another circumstance showing the bad faith of the defendant, Spear, appears in (S. of C. pages 343 and 344).

A building on the farm property had been destroyed by fire, and the Palatine Insurance Company issued a check for the loss, amounting to thirty-three hundred dollars, which the complainant had turned over to the mortgagee in part satisfaction of the mortgage thereon. The defendant, Spear, went to the office of the insurance adjuster in Philadelphia and learned that the check had been issued and succeeded in stopping payment on the check in an apparent effort to get the proceeds of the check for the Equitable Estates Corporation who then held the legal title to the property. The check was returned with a statement accompanying it:

> "Awaiting legal information in regard to title,"

and as a result of the action of the defendant, Spear, the check has not yet been paid.

All of these circumstances plainly show that the defendant, Spear, for many years, had been trying by one method or another to obtain title to the complainant's property until she arrived at such an advanced age and was in such a feeble state of health and partially blind that he succeeded in getting the deeds which have been set aside and annulled.

The facts are that the defendant, Spear, had the

deeds prepared in advance and took his mother to the office of a notary public in the Drexel Building, Philadelphia, known to him, with the understanding that a deed for the residence property would be executed to the Equitable Estates Corporation and retained by her in her safe deposit box and not be used until after her death. Upon the deed being executed, and apparently two others unknown to her, he picked them up and kept them. These three deeds to the Equitable Estates Corporation and the three unrecorded deeds to the complainant were taken to the office of the attorney, Bird, in New York City and the three unrecorded deeds to the complainant and the three new deeds to the Equitable Estates Corporation were recorded by Bird in the office of the register of deeds of Camden County on June twenty-eighth, 1920.

The complainant, as her letters plainly show, had no knowledge of this until the fall of 1920 when she attempted to negotiate a mortgage on her residence property and the defendant, Spear, was careful to keep these deeds concealed from her as his letters plainly show, and even after she learned that the deed to her residence property had been recorded she had no knowledge that they had two other deeds covering the lot and the farm property until about January, 1922. She immediately consulted an attorney and within a few months this bill was filed.

The result of recording these deeds is that the complainant is stripped of all of her property and without any means whatever and at the time of the trial she was being cared for by a friend with whom she had been living for several months.

The complainant was in possession of all of the property up to the time of the trial with the exception of the residence, 23 East Stiles Avenue.

She has paid the interest on the mortgages, the taxes and fire insurance continuously. She has rented the farm during most of this period and received what little rent there was therefrom and she lived in the residence property until about two months before the trial.

The defendant, Spear, obtained possession of the residence property in December, 1924, by taking her there under the promise that she could consult with her husband and upon arriving there the husband was arrested and the defendant, Spear, with his family went into possession of the property, taking the complainant with him. The complainant having been with the defendant, Spear, from the day before the trial was previously set for hearing, to wit, November fifth, 1924, up until that time and then in December, by reason of the treatment and physical violence of the defendant, Spear, she was obliged to leave and seek shelter elsewhere.

It appears from the time that the trial was set for November fifth, 1924, up to the time of the trial that the complainant was peculiarly susceptible to influence. She had made all preparation for the trial and then upon the defendant, Spear, taking her away she did just what he wanted and what he directed her to do and on coming back to Collingswood did what he wanted her to by having her husband arrested and then after being driven from her home by the defendant, Spear, regained the possession of her faculties and insisted upon proceeding with the trial and recovery of her property. During the time that she was with the defendant, Spear, she made every effort to carry out his wishes even to ignoring her counsel and consulted the Chancellor and even employed other counsel, to wit, Judge Cole, for that purpose. Upon being driven away from her home and becoming again free to

consult with her husband she realized her error and proceeded with the suit showing plainly the influence that her son had over her and her susceptibility. Spear had even gotten her to go to Trenton and he met her there with a Doctor Dubler, without the advice of counsel, to obtain a dismissal of the suit (see Conclusions of V. C., p. 91).

Under these circumstances, the Court was called upon to decide whether the defendant, Spear, has been and was endeavoring to cheat and defraud her of her property or whether she has endeavored to deprive him of any lawful right thereto. The whole course of the complainant's dealings with her son has shown solicitude for his welfare, her letters to him show tenderness and her desire to help him in every way. At this time she was partially blind and testified that she was unable to see what she was writing and that if she stopped writing she could not resume. She had to keep her pen to the paper in order to make the letter continuous. Her letters to him are models of tenderness and she stated that she could never be happy unless he was happy.

On the other hand his letters to her and especially Exhibit C42 is one of the most dreadful and outrageous letters ever written by a son to a mother. Is it likely that under these circumstances that she is endeavoring to defraud him of anything that rightfully belongs to him?

The defendant, Spear, does not undertake to defend his action in obtaining these deeds dated June twenty-second, 1920, but relies upon pre-existing obligations on the part of the complainant to convey the property to him and there is no such clear or reliable testimony as would sustain the burden or on a proceeding taken by him for that purpose to warrant a decree in his favor. The cross bill for

specific performance of the agreement made after the suit was entered was dismissed for the same reasons that set aside the conveyances and the alleged declaration of trust. The deeds made to the Equitable Estates Corporation could not, under any circumstances, be construed as carrying out any of these agreements for the reason that they absolutely stripped her of all control, use and possession of the properties and was absolutely unjustified even on the theory of the defendant, Spear, that he had some interest in the properties.

A further circumstance of the defendant, Spear's effort to obtain possession of this property is that while he had title by the Sheriff's Sale in 1907, to wit: in the year 1909 he made an effort to have the complainant declared insane (S. of C. page 241).

The rule regarding independent advice in the State of New Jersey is founded upon principles laid down by the Court of Errors and Appeals in the cases of *Haydock v. Haydock; Slack v. Rees,* and as further explained by the same court in the case of *Post v. Hagan.*

(a) Opinion by Reed, J.:

"I take the rule to be settled that where a person enfeebled in mind by disease or old age, is so placed as to be likely to be subjected to the influence of another, and makes a voluntary disposition of property in favor of that person, the courts require proof of the fact that the donor understood the nature of the act, and that it was not done through the influence of the donee."

Haydock v. Haydock (E. & A.), 34 Equity, pp. 570-574.

(b) Opinion by Gummere, C. J.:

"In all transactions between parties occupying relations, whether legal, natural, or conventional in their origin, in which confidence is naturally inspired, or in fact reasonably exists, the burden of proof is thrown upon the person in whom the confidence is reposed, and who has acquired an advantage, to show affirmatively not only that no deception was practiced therein, no undue influence used and that all was fair, open and voluntary but that it was well understood," and "The rule to be gathered from the English and American cases is that the burden of proof is cast upon the donee to establish that the donor fully appreciated what he was doing, or at all events, in the doing had the benefit of disinterested and competent advice."

Slack v. Rees, 59 Atl. pp. 466-467.

(c) Opinion by Garrison, J.:

"To the facts found, and found correctly as we think, by the learned Vice-Chancellor (61 Atl. 566), he applied the rule as to undue influence laid down in Haydock v. Haydock's Ex'rs., 34 N. J. Eq. 570, 38 Am. Rep. 385; whereas, in our opinion he should have applied the rule as to independent advice laid down in this court in Slack v. Rees, 66 N. J. Eq. 447, 59 Atl. 466, 69 L. R. A. 393.

Both cases were decided by this court, and the essential difference betwen them is that the rule of Slack v. Rees has specific application to cases in which the gift, if valid, has the effect of stripping the donor of all or practically all of his property; whereas, the rule followed in Haydock v. Haydock applies gen-

erally to gifts that bear no such relation to the donor's entire estate.

Slack v. Rees goes further than Haydock v. Haydock to just the extent required by this additional circumstance that marks the distinction between them.

This distinguished circumstance, namely, that a person already aged or infirm or otherwise dependent should give to the one upon whom he thus depends practically his whole living beyond recall, and at the very time when apparently he had most need to retain it, raises in the mind of a Chancellor the presumption that the donor may not have appreciated the irrevocable character of his act, or that he did not foresee its legal consequences to himself. This presumption of apparent improvidence gives rise to the special rule followed in Slack v. Rees which may be called the rule of independent advice."

Post v. Hagan, 65 Atl. 1026-1027.

Application of the Rule.

1. Vice-Chancellor Stevens in the case of *Parce v. Steins* applied the rule of *Post v. Hagan* to the case where the father old and feeble gave all of his property to one of his daughters with whom he lived. This conveyance was held to be void.

Parce v. Steins, 80 Atl. 9400.

2. In the case of *Fritz v. Fritz,* Vice-Chancellor Garrison applied the rule to the case where a father persuaded his son to convey to him the property which was in the son's name and which had been

purchased by the money of the son. This conveyance by the son to the father was set aside.

Fritz v. Fritz, 83 Atl. p. 181.

3. In the case of *Hunt v. Naylor,* Vice-Chancellor Baches, applied the rule of *Post v. Hagan* to the case where one-half of the entire property owned by the uncle, was conveyed to his niece with whom he lived. The uncle was rather old, and the balance of the estate which he retained was insufficient to support him. The suit was brought five years after the gift by the uncle had taken place. Court ruled money given to the niece was held as trustee for the uncle and his estate. Suit was by executor.

Hunt v. Naylor, 95 Atl. p. 138.

4. In the case of *Jacobus v. Waits,* Vice-Chancellor Foster applied the rule of *Post v. Hagan* to the case where the plaintiff a widow, seventy years old, conveyed all her property to her daughter and did not receive anything as a consideration for the conveyance. The suit was brought three years after the conveyance and the Court held that the deed was void.

Jacobus v. Waits, 97 Atl. p. 958.

5. In the case of *Clark v. Clark,* Vice-Chancellor Backes applied the rule of *Post v. Hagan* to the case where a gift between father and son and was held that the alleged gift was void inasmuch as there was no proof to establish that it was a fair, open, voluntary arrangement and the mere fact that there was a written assignment does not satisfy, it must be proved before such conveyance is recognized. Suit was started seven years after the gift was made.

Clark v. Clark, 101 Atl. p. 300.

6. In the case of *Morarity v. Kelly,* Justice Black speaking for the Court of Errors and Appeals applied the rule of *Post v. Hagan* to the case where a father, well along in years conveyed all his property to his son without consideration or competent independent advice. The suit was filed in this case four years after the conveyance and the Court held that the deed be set aside, on application of a daughter.

Morarity v. Kelly, 102 Atl. p. 443.

7. In the case of *Vass v. Warner,* the Court of Errors and Appeals approved the opinion of Vice-Chancellor Buchanan which followed the rule of *Post v. Hagan,* where a woman, well along in years, turned over to another her bank account and all her money and the Court ordered this all to be returned. Inasmuch as there was insufficient evidence to sustain the validity of the gift, not showing the donee was entirely free from fraud. The gift in this case was to a stranger and no member of the family.

Vass v. Warner, 114 Atl. p. 563.

8. In the case of *Giuditta v. Bomacci,* Vice-Chancellor Bentley applied the rule of *Post v. Hagan* to the case where the father, seventy years old gave all his property to his daughter and the conveyance was held void for want of independent advice.

Giuditta v. Bomacci, 121 Atl. p. 776.

The following cases are cited by the appellant in his brief and are clearly distinguishable from the general rule laid down in the cases above cited and the facts in the present case are entirely different.

In the present case there was no agreement of any kind to support the complainant, the deeds were made to a corporation who admittedly paid no consideration of any kind and made no promises.

In the case of *Voorhees v. Christie,* Justice Katzenbach points out the distinction between a conveyance or gift without consideration where a person ill and aged, stripped himself of his entire property and a conveyance based upon a contract for support and care during the remainder of such person's life but even in the latter case requires that the conveyance shall be free of fraud and that the contract be understood and the child has not overreached in getting possession of the property and in the Soper case Justice Trenchard held that there was no presumption of undue influence in the case of conveyance in consideration of support arising from the mere relation of the parties but likewise pointed out the broad general rule that where there is no consideration for the conveyance the burden was on the grantee to show that the conveyance was without undue influence.

The case of *Fretz v. Roth,* 70 N. J. Eq. 764, is a conveyance by a husband to his wife and the case of *Carnahan v. Carnahan,* 112 Atl. 736, is a conveyance by a husband to a wife. This latter case was an application to set aside a conveyance by a husband to his wife as being made in fraud of creditors and without consideration. The substance of that case is that prior consideration was sufficient to support the conveyance to a wife. There was no question of imposition by a person in confidential relation or taking advantage of age and infirmity.

In the Fretz case it was a bill to compel the conveyance of property in performance of agreement and

> "Neither fraud, accident, undue influence, nor incapacity was charged in the bill of complainant as ground for relief."

The specification for equitable relief:

> "To quote its language—is 'that his wife, Louisa Fretz, at the time of her death held title to certain land and premises under an agreement with your orator which she failed to perform, etc.' "

The Court further says:

> "The right to any relief upon this specification, under the evidence offered, was denied by the learned Vice-Chancellor who heard the cause, and whose opinion refers to the material facts. He considered that there was, he said, 'no testimony of a clear and distinct agreement between the parties made at the time of the conveyance, and, if there were, it could not be taken advantage of by this complainant because of the statute of frauds, and of the canon of evidence which forbids the reception of oral proof to vary written instruments.' "

It therefore appears that neither the Fretz case nor the Carnahan case cited by the defendant Spear's attorney are helpful in this matter as the facts are entirely different and were decided on different principles of law.

Also *Down v. Down,* 82 Atl. 322, was a bill filed by a husband against his wife to recover certain real estate held in trust for his wife and turned on the question of a resulting trust and did not deal with the fraud, undue influence or necessity for independent advice. It was held that a different rule applied in conveyances between husband and wife from the ordinary case where property is purchased by one person and title taken in the name of another.

In the case of *Voorhees v. Christie,* 125 Atl. 13, Justice Katzenbach said:

> "This is an appeal from a final decree of the Court of Chancery which adjudged that money and the proceeds of certain mortgages assigned by the complainant to one of the defendants, Martha L. Christie, constituted a trust fund, to which the complainant was entitled and for which the defendants should account."

And Justice Katzenbach further said:

> "While courts should be zealous in scrutinizing transactions of this nature and of preventing those in a dominant position from obtaining or accepting gifts from the ill and aged who are stripping themselves of the whole or greater part of their estate, as stated in the leading cases of Slack v. Rees, 66 N. J. Eq. 447, 59 Atl. 466, 69 L. R. A. 393, and Post v. Hagan, 71 N. J. Eq. 234, 65 Atl. 1026, 124 Am. St. Rep. 997, yet, within limits, an aged person should be permitted to contract for her support and care during the remainder of her life, and the party with whom the contract is made, where the evidence shows that the transaction is understood and there has been no fraud or overreaching practiced, should be protected in the retention of the consideration which has induced the contract. Often an aged person can secure more comfort and care by such a contract than if the money were retained and expended from time to time."

Also in the case of *Soper v. Cisco,* 95 Atl. 1016, this was an appeal from a decree setting aside two conveyances which were made by a mother to a daughter in consideration of three hundred dollars

and support during her natural life and also in consideration of the fact that the daughter had cared and supported her for fifteen years prior thereto, the Court said:

> "(4) Of course, the rule that undue influence is not to be presumed from the mere relation of parent and child, in case of a conveyance from a parent to a child, does not conflict with the broad rule that, where parties stand in a confidential relation to each other, a conveyance from the weaker to the dominant party is presumed to result from undue influence; and therefore, where facts are shown, other than the mere relation of parent and child, establishing between the parties a confidential relation, in which the child is the dominant party, a conveyance from the parent to such child is presumed to be tainted with undue influence, and the burden is upon the child to show the bona fides of the transaction. Mott v. Mott, 49 N. J. Eq. 192, 22 Atl. 997, see also, 17 Ann. Cas. 989, note.
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> (5) At the time these conveyances were made the complainant was about 77 years of age. She was living with her daughter, the defendant, who was then about 45 years of age, and was practically dependent upon her daughter. No doubt the application of the rule stated casts upon the daughter the burden of showing the conveyance was without undue influence."

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