

## INDEX.

	PAGE
Bill of Complaint .....	1
Order Amending Bill .....	37
Answer .....	38
Decree Pro Confesso .....	43
Order Amending Answer .....	45
Order Amending Answer and Decree Pro Confesso Against Defendants Langeley and wife .....	46
Replication .....	47
Testimony .....	48
Memorandum .....	158
Final Decree .....	166
Notice of Appeal .....	171
Petition of Appeal .....	173
Answer to Petition of Appeal .....	176

### TESTIMONY.

#### *Complainants' Witnesses:*

James F. Boyd,	
Direct .....	49
Cross .....	57
Re-direct .....	57
Cross .....	58

#### *Defendants' Witnesses:*

W. Rand Jones,	
Direct .....	59
Robert McClelland,	
Direct .....	62
Cross .....	63

	PAGE
Emil Ibach,	
Direct .....	64
Cross .....	65
Lyda Price,	
Direct .....	66
Charles Gompert,	
Direct .....	66

EXHIBITS.

*Complainants' Exhibits:*

	OFFERED AT PAGE	PRINTED AT PAGE
C-1—Deed—Bachman to Humphreys	49	67
C-2—Deed—Julius P. Richter to Mary Richter 1131/485, Block 238 .....	49	69
C-3—Deed—Phelps Estate to Julius Richter, 1113/165, Richter plot, Block 238 .....	49	72
C-4—Deed—Phelps Estate to Schulze, 1249/76, Lots 1-2, Block 238 ..	49	75
C-5—Deed—Phelps Estate to Maginn, 1325/198, Lots 4-5, Block 238 ..	49	78
C-6—Deed—Phelps Estate to Graffin, 1358/318, Lot 6, Block 238 ....	49	80
C-7—Deed—Phelps Estate to Poly- blank, 1279/559, Lot 7, Block 238	49	83
C-8—Deed—Phelps Estate to Nedder- son, 1321/187, Lot 8, Block 238	49	86
C-9—Deed—Phelps Estate to Sim- mons, 1320/258, Lot 9, Block 238	49	88
C-10—Deed—Phelps Estate to Mur- phy, 1476/461, Lots 10-11, Block 238 .....	49	91

	OFFERED AT PAGE	PRINTED AT PAGE
C-11—Deed—Phelps Estate to Jahnel, 1262/65, Lots 12-13-14, Block 238 .....	49	93
C-12 — Deed — Phelps Estate to Caspar, 1317/478, Lot 15, Block 238 .....	49	96
C-13 — Deed — Phelps Estate to Caspar, 1325/85, Lots 16-17-18 19, Block 238 .....	49	99
C-14 — Deed — Phelps Estate to Unity Home Builders, 1372/272, Lot 16, Block 238A .....	49	101
C-15 — Deed — Phelps Estate to Schulze, 1340/623, Lots 17-18, Block 238A .....	49	104
C-16 — Deed — Phelps Estate to Hummel, 1489/1, Lot 19, Block 238A .....	49	106
C-17 — Deed — Phelps Estate to Boas, 1298/372, Lots 20-21, Block 238A .....	49	109
C-18 — Deed — Phelps Estate to Outwater, 1318/424, Lot 22, Block 238A .....	49	111
C-19 — Deed — Phelps Estate to Emerson, 1330/351, Lot 23, Block 238A .....	49	114
C-20 — Deed — Phelps Estate to Langeley, 1293/648, Lot 24, Block 238A .....	49	117
C-21 — Deed — Phelps Estate to Richards, 1258/284, Lot 25, Block 238A .....	49	120
C-22 — Deed — Phelps Estate to Ibach, 1325/526, Lot 26—East- erly ½ 27, Block 238A .....	49	123

	OFFERED AT PAGE	PRINTED AT PAGE
C-23 — Deed — Phelps Estate to Thesz, 1472/107, Lot 28—West- erly ½ 27, Block 238A .....	49	126
C-24 — Deed — Phelps Estate to Hacker, 1349/418, Lots 29-30, Block 238A (second parcel) ...	49	129
C-25 — Deed — Phelps Estate to Schulze, 1273/521, Lot 31, Block 238A .....	49	133
C-26 — Deed — Phelps Estate to Schulze, 1112/435, Neill & Boros plots, Block 238A .....	49	136
C-27—Original map .....	49	140
C-28—Amended map .....	49	141
C-29—Restriction Release Agreement, 1717/238, Block 238A .....	49	142
C-30—Complainant's copy of map— annotated .....	49	155
 <i>Defendants' Exhibit:</i>		
D-1—Deed—Estate of William Wal- ter Phelps to George F. W. Schulze, 1726/26 .....	61	156

## Bill of Complaint.

Filed April 24th, 1930.

### In Chancery of New Jersey

To His Honor Edwin Robert Walker, Chancellor  
of the State of New Jersey: 10

The complainants, George W. Humphreys, Anne M. Humphreys, his wife, Conrad P. Richter and Mary P. Richter, his wife, Michele A. Cafarelli, Elizabeth Cafarelli, his wife, Johanne G. F. Schulze, Howard M. Warner and Evelyn M. Warner, his wife, Caroline C. Maginn individually and as executrix of the Estate of Vincent F. Maginn, Edward M. Graffin and Margaret Graffin, his wife, Martha Polyblank, William Pfeiffer and Anna Pfeiffer, his wife, Anna E. Weir and John J. Weir, her husband, Arthur W. Greene, William Jahnel and Wilhelmine D. Jahnel, his wife, John Chishold, Arvid Olson and Hilda Olson, his wife, William A. Hughes and Elizabeth K. Hughes, his wife, Eugene C. Fallot, Eleanor C. Hummel and Florence Hummel, Madaline Emerson, Mary A. Neill, Michael Boros and Elizabeth A. Boros, his wife, residing in the Township of Teaneck, in the County of Bergen and State of New Jersey, respectfully show: 20 30

1. Complainants George W. Humphreys and Anne M. Humphreys, his wife, are in peaceable possession of lands in this state, claiming to own the same in fee simple under a deed of conveyance therefor made by Madeline Bachman, single, to complainants aforesaid, dated March 17th, 1930, and recorded on March 20th, 1930, in the Bergen County Clerk's office. 40

*Bill of Complaint.*

2. In said deed there are no restrictions.

10 3. Said lands are described as follows: All that certain lot, tract, or parcel of land and premises situate, lying and being in the Township of Teaneck, County of Bergen, and State of New Jersey, known and designated on a certain map filed in the Clerk's office of the County of Bergen on June 13, 1925, as map #2008 entitled "Rearrangement of lots 15 to 19, block 238, Teaneck, N. J.," original map Phelps Estate number three, filed November, 1924 as map #1949 as and by lot #18 in said block #238. All as laid down on said map.

20 4. It is claimed or asserted by the defendants hereinafter named, that said lands are subject to restrictions contained in earlier deeds in the complainants' chain of title.

30 5. Said restrictions are as follows: (1) Not more than 1 dwelling house shall be erected on the premises above described; (2) No dwelling house shall be erected to cost less than \$5,500 or to stand nearer than 25 feet from the line of the street on which said property fronts, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected; (3) No garage or outbuilding shall be erected within 75 feet from the line of the street on which said property fronts unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

40

*Bill of Complaint.*

Said restrictions were first set forth in a certain deed by The Estate of William Walter Phelps to Gustav Casper dated January 2, 1925, and recorded in book 1325 of Deeds at page 85, conveying the premises described in paragraph 3.

10

6. No suit is pending to enforce or test the validity of said restrictions.

7. Complainant Mary P. Richter is in peaceable possession of lands in this state, claiming to own the same in fee simple under a deed of conveyance therefor made by Julius P. Richter, single, to complainant aforesaid, dated October 5, 1921 and recorded on October 6, 1921 in the Bergen County Clerk's office, book 1131, page 485 of Deeds.

20

8. In said deed there are no restrictions.

9. Said lands are described as follows: All that tract or parcel of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee and others, to The Estate of Wm. Walter Phelps, Inc., by their deed dated January 1, 1917 and recorded in the Bergen County Clerk's office in book 955 of Deeds at page 75. The property hereby conveyed is described as follows: Beginning at the corner formed by the intersection of the northerly line of Cedar Lane and the easterly line of a private road lying about one hundred twenty-five feet east of the property of the West

30

40

*Bill of Complaint.*

Shore Railroad and running from said point of beginning (1) Northerly along the easterly line of said road two hundred feet; thence (2) Easterly on a line parallel to Cedar Lane one hundred feet; thence (3) Southerly on a line parallel to the first course two hundred feet to the northerly line of Cedar Lane; thence (4) Westerly along the northerly line of Cedar Lane one hundred feet to the point or place of beginning.

10 It is claimed and/or asserted by the defendants hereinafter named that said lands are subject to restrictions contained in earlier deeds in the complainants' chain of title.

20 11. Said restrictions are as follows: "That said party of the second part . . . . . will not at any time hereafter erect or cause or permit to be erected upon the premises above described any dwelling house to cost less than \$5,500 and further will not erect or cause or permit to be erected upon the premises any stable or outbuilding except in the rear thereof at least 75 feet and not more than 100 feet back from the northerly line of Cedar Lane and in the case the rear portion of said property is hereafter ~~cut~~<sup>cut</sup> into lots it is agreed that the same shall front on the street which the party of the first part proposes to cut through this rear of the premises hereby conveyed and any outbuildings erected on said lots shall be at least 75 feet from the line of said proposed street. And the said party of the second part further agrees for himself . . . . . that he or they will not at any time hereafter erect or cause or permit any building on said premises

40

*Bill of Complaint.*

to be erected or used for the purpose of or as a saloon, hotel, store, market, slaughter-house, blacksmith shop, tanning factory or for any dangerous, noxious or offensive purpose whatsoever without the written consent of the party of the first part, its successors or assigns. And it is expressly agreed that the several covenants on the part of the party of the second part above specified shall attach to and run with the land and it shall be lawful, not only for the party of the first part, . . . . . but also for the owner or owners of any property in the neighborhood of the premises hereinabove described deriving title from or through said party of the first part to prosecute any proceedings at law or in equity against the party . . . . . violating said covenants, their heirs . . . . .”

Said restrictions were first set forth in a certain deed by The Estate of William Walter Phelps, Inc., to Julius P. Richter dated April 25, 1921 and recorded in book 1113, page 165 of deeds in the Bergen County Clerk's office, conveying the premises described in paragraph 9.

12. No suit is pending to enforce or test the validity of said restrictions.

13. The said The Estate of William Walter Phelps, a New Jersey corporation, is hereinafter referred to as the Phelps Estate.

14. The said Phelps Estate is the common grantor of the complainants and the defendants who own the several parcels into which the tract owned by the Phelps Estate shown on the maps

*Bill of Complaint.*

herein referred to were subdivided for the purpose of sale. In the several deeds by which the said Phelps Estate conveyed said parcels there were certain restrictions hereinafter set forth.

- 10      15. Said Phelps Estate conveyed one parcel of said premises to Julius P. Richter, which premises are particularly described in paragraph 9, by a deed recorded in book 1113, page 165 of Deeds in the Bergen County Clerk's office, subject to restrictions hereinbefore set forth in paragraph 11.

Said parcel so conveyed is now owned by Mary P. Richter.

- 20      16. Said Phelps Estate conveyed one parcel of said premises to Johanne G. F. Schulze by a deed recorded in book 1249, page 76 of deeds in the Bergen County Clerk's office, said parcel being described as follows: Beginning at a point in the northerly line of Cedar Lane and in the easterly line of land now or formerly of Julius P. Richter said point being distant 100 feet southeasterly from the intersection of said northerly line of Cedar Lane with the easterly line of Heasley Avenue and running thence (1) Southeasterly along said northerly line of Cedar Lane 105.07'; thence (2) Northeasterly at right angles with Cedar Lane 196.68' to the southerly line of Frances Street; thence (3) northwesterly parallel with Cedar Lane along said southerly line of Frances Street 68.77 feet to said easterly line of land now or formerly of Julius P. Richter, and thence (4) Southwesterly along said easterly line of Julius P. Richter, 200 feet to the point or place of beginning.

40

*Bill of Complaint.*

Subject to the following restrictions: (1) Not more than 2 dwelling houses shall be erected on the premises above described and not more than one house on either street. (2) No dwelling house shall be erected to cost less than \$5,500 or to stand nearer than 25' from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuilding shall be erected within 60' of any street line unless directly connected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever. 10  
20

Part of said parcel or tract is still owned by the said Johanne G. F. Schulze and the other part thereof is now owned by Michele A. Cafarelli and Elizabeth, his wife.

17. Part of said premises is still held by the Phelps Estate and complainants are informed and believe it to be true that said Phelps Estate when it makes a conveyance for said part will insert restrictions similar in form to those hereinbefore mentioned. 30

18. Said Phelps Estate conveyed another part of said premises to Vincent F. Maginn by deed recorded in book 1325, page 198 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Premises in the Township of Teaneck, and being a part of the same property which was conveyed by John J. Phelps, executor 40

*Bill of Complaint.*

- and trustees and others to the party of the first part by their deed dated Jan. 1, 1917, and recorded in the Bergen County Clerk's office in book 955 of deeds at page 73. The property being described as follows: Being shown and designated as lots numbered 4 and 5 in Block 238 on map entitled "Map of Property of Estate of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Jos. W. Stagg, C. E. and filed in the Bergen County Clerk's office on November 1, 1924 as map #1949, said lots lying between Frances Street and Cedar Lane and taken together being 100 ft. wide in front and rear and 196.68 feet in length on each side.
- 10
- 20 Subject to the following restrictions: Not more than one dwelling house shall be erected on each of the lots above described. No dwelling house shall be erected to cost less than \$5,500 or to stand nearer than 25 feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. No garage or outbuilding shall be erected within 60 feet of any street line unless directly connected with a dwelling house. No building shall
- 30 be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.
- Part of said premises is now owned by Howard M. Warner and the remainder thereof by Caroline C. Maginn.
- 40 19. Said Phelps Estate conveyed another part of said premises to Edward M. Graffin and Margaret

*Bill of Complaint.*

Graffin, his wife, by deed recorded in book 1358, page 318 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Premises in the Township of Teaneck, being a part of same property which was conveyed by John J. Phelps, Executor and Trustee, et als, to the party of the first part, by their deed dated January 1, 1917, and recorded in the Clerk's office of said County of Bergen in book 955 of Deeds page 73, etc. The property being described as follows: Being shown and designated as lot #6 in Block 238 on a map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of Bergen County on November 1, 1924, as map No. 1949 said lot lying between Frances Street and Cedar Lane being 50 feet wide in front and rear to 196.68 feet in length on each side.

Subject to the following restrictions which shall attach to and run with the land, viz.: (1) Not more than one dwelling house shall be erected on the premises above described; (2) No dwelling house shall be erected to cost less than \$5500 or to stand nearer than 25 ft. from any street line this latter restriction to apply to and cover steps, piazzas, bay windows, and other parts of any dwelling hereafter erected; (3) No garage or outbuilding shall be erected within 60 ft. of any street line unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever.

10

20

30

40

*Bill of Complaint.*

Said premises are still owned by said Edw. M. Graffin and Margaret Graffin, his wife.

20. Said Phelps Estate conveyed another part of said premises to Martin Polyblank by deed recorded  
10 in book 1279 page 559 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Premises in the Township of Teaneck, being part of same property which was conveyed by John J. Phelps, Exor. and Trustee and others, to the party of the first part, by their deed dated Jan. 1, 1917, and recorded in the said Bergen County Clerk's office in book 955 of Deeds page 73, &c. The property hereby conveyed is described as follows:  
20 Being Lot No. 7 in Block ~~8~~ on map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development, Teaneck, N. J.," said lot being more particularly described as follows: Beginning at a point in the northerly line of Cedar Lane distant five hundred eighty-one feet and thirty-six one hundredths of a foot northwesterly from the intersection of said northerly line of Cedar Lane with the westerly line of Westfield Avenue and running thence (1) Northeasterly at right angles with Cedar  
30 Lane one hundred ninety-six feet and sixty-eight one hundredths of a foot to the southerly line of Frances Street; thence (2) Northwesterly parallel with Cedar Lane along said southerly line of Frances Street, fifty feet; thence (3) Southwesterly parallel with the first course, one hundred ninety-six feet and sixty-eight one hundredths of a foot to the northerly line of Cedar Lane and thence (4)  
40 Southeasterly along said northerly line of Cedar Lane fifty feet to the point or place of beginning.

*Bill of Complaint.*

Subject to the following restrictions which shall attach to and run with the land, viz: (1) Not more than one dwelling house shall be erected on the premises above described; (2) No dwelling house shall be erected to cost less than \$5500 or to stand nearer than 25 feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows, and other parts of any dwelling hereafter erected; (3) No garage or outbuilding shall be erected within 60 feet of any street line unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

Said premises are still owned by said Martha Polyblank.

21. Said Phelps Estate conveyed another part of said premises to Fredericka Neddersen by deed recorded in book 1321 page 167 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Premises in the Township of Teaneck and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee and others to the party of the first part by their deed dated January 1, 1917, and recorded in the Bergen County Clerk's office in Book 955 at page 73. The property hereby conveyed is described as follows: being shown and designated as lot #~~8~~<sup>7</sup> in block 238 on a map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Jos. W. Stagg,

*Bill of Complaint.*

C. E. and filed in the Bergen County Clerk's office on November 1, 1924, as map No. 1949. Said lot lying between Frances Street and Cedar Lane and being fifty feet in front and rear and one hundred ninety-six and sixty-eight one hundredths feet in length on each side.

10

Subject to the following restrictions: Not more than one dwelling house shall be erected on the premises above described. No dwelling house shall be erected to cost less than \$5500 or to stand nearer than 25 feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any building hereafter erected. No garage or outbuilding shall be erected within 60 feet of any street line, unless directly connected with a dwelling house. No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

20

Said premises are now owned by William Pfeiffer and Anna Pfeiffer, his wife.

22. Said Phelps Estate conveyed another part of said premises to Anna Simmons by deed recorded in book 1320 page 258 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Premises in the Township of Teaneck, being shown and designated as lot #9 in Block ~~258~~ 238 on a map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Jos. W. Stagg, C. E. and filed in the Bergen County Clerk's office on November 1, 1924, as map #1949. Said lot lying

30

40

*Bill of Complaint.*

between Frances Street and Cedar Lane and being fifty feet wide in front and rear and one hundred ninety-six and sixty-eight one hundredths feet in length on each side.

Subject to restrictions as follows: Not more than one dwelling house shall be erected on the premises above described. No dwelling house shall be erected to cost less than \$5500 or to stand nearer than 25 feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. 10

No garage or outbuilding shall be erected within sixty feet of any street line unless directly connected with a dwelling house.

No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory, or for any dangerous, noxious or offensive purpose whatever. 20

Said parcel is now owned by Anne E. Weir and John J. Wier, her husband.

23. Said Phelps Estate conveyed another part of said premises to Evelyn Murphy by deed recorded in book 1476 page 461 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Premises in the Township of Teaneck, being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee and others to the party of the first part by their deed dated Jan. 1, 1917, and recorded in the Bergen County Clerk's office in deed book 955 page 73. The property hereby conveyed is described as follows: Being shown and designatd as lots #10, 11 in block numbered 238 on a certain map entitled "Map 30 40

*Bill of Complaint.*

of Property of the Estate of W. W. Phelps, Teaneck Development, Section #3, Teaneck, N. J." Prepared by Jos. W. Stagg, C. E. and filed in the Bergen County Clerk's office on November 1, 1924, as map #1949. Said lots lying between Frances Street and Cedar Lane and taken together being 100' wide in front and rear and ~~100' 00'~~<sup>196' 88'</sup> in length on each side.

Subject to restrictions as follows: Not more than one dwelling house shall be erected on each of the lots above described. (2) No dwelling house shall be erected to cost less than \$5500 or to stand nearer than 25' from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling herein-after erected. (3) No garage or outbuilding shall be erected within 60 feet of any street line unless directly connected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

Said parcel is now owned by Arthur W. Greene.

24. Said Phelps Estate conveyed another part of said premises to William Jahnel and Wilhelmine D. Jahnel, his wife, by deed recorded in book 1262 page 65 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Being part of the same property which was conveyed by John J. Phelps, Executor and Trustee, et als., to the party of the first part by their deed dated Jan. 1, 1917, and recorded in the clerk's office of the said

*Bill of Complaint.*

County of Bergen in book 955 of Deeds pages 73, &c. The property hereby conveyed is described as follows: Being lots 12, 13 and 14 in Block C on a map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development, Teaneck, N. J.," said lots taken together being more particularly described as follows: Beginning at a point in the northerly line of Cedar Lane distant 231.36 feet northwesterly along the same from the intersection of said northerly line of Cedar Lane in the westerly line of Westfield Avenue and running thence (1) Northeasterly at right angles with Cedar Lane 196.68 feet to the southerly line of Frances Street; thence (2) Northwesterly parallel with Cedar Lane along said southerly line of Frances Street 150 feet; thence (3) Southwesterly parallel with the first course 196.68 feet to the northerly line of Cedar Lane and thence (4) Southeasterly along said northerly line of Cedar Lane 150 feet to the point or place of beginning.

Subject to restrictions as follows: (1) Not more than 3 dwelling houses shall be erected on the property above described and not more than 1 house on each of the above mentioned lots. (2) No dwelling house shall be erected to cost less than \$5500 or to stand nearer than 25 feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuilding shall be erected within 60 feet of any street line unless directly connected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of, or as a saloon, hotel, store, market, gasoline and oil service station,

*Bill of Complaint.*

public garage, factory and for any dangerous, noxious or offensive purpose whatsoever.

Said parcel is still owned by said William Jahnel and Wilhelmine D. Jahnel, his wife.

- 10      25. Said Phelps Estate conveyed another part of said premises to Gustav Casper by deed recorded in book 1317 page 478 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Being part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part by their deed dated Jan. 1, 1917, and recorded in the Bergen County Clerk's office in book 955 page 73.
- 20      The property hereby conveyed being described as follows: Being shown and designated as lot #15, in block 238 on a map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Jos. W. Stagg, C. E. and filed in the Bergen County Clerk's office on November 1, 1924, as map no. 1949. Said lot lying between Frances Street and Cedar Lane and being 50 feet wide in front and rear and 196.68 feet in length on each side.
- 30      Subject to restrictions as follows: (1) Not more than 1 dwelling house shall be erected on the premises above described. (2) No dwelling house shall be erected to cost less than \$5500 or to stand nearer than 25' from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuilding shall be erected within 60 feet of any street line, unless directly connected with a dwelling house. (4) No building
- 40

*Bill of Complaint.*

shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

Said parcel is now owned by John Chisholm.

10

26. Said Phelps Estate conveyed another part of said premises to Gustav Casper by deed recorded in book 1325 page 85 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Being part of the same property which was conveyed by John J. Phelps, executor and trustee to the party of the first part by deed dated Jan. 1, 1917 and recorded in the clerk's office of the County of Bergen in book 955 of Deeds page 73. The property hereby conveyed is described as follows: Being shown and designated as lots numbers 16, 17, 18 and 19 in block 238 on a map entitled "Map of Property of the Estate of Wm. Walter Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Jos. W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen on November 1, 1924, as map #1949.

20

Subject to restrictions as follows: (1) Not more than 4 dwelling houses shall be erected on the premises above described. (2) No dwelling house shall be erected to cost less than \$5500 or stand nearer than 25 feet from the line of the street on which said property fronts, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuildings shall be erected within 75 feet from the line of the street on which said property fronts unless directly con-

30

40

*Bill of Complaint.*

10 nected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline or oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

Part of said last mentioned premises is now owned by Arvid Olson and Hilda Olson, his wife, and another part by George W. Humphreys and Anne M. Humphreys, his wife, and another part by William A. Hughes and Elizabeth K. Hughes, his wife.

20 27. Said Phelps Estate conveyed another part of said premises to Unity Home Builders, Inc., by deed recorded in book 1372 page 272 of Deeds in the Bergen County clerk's office, said parcel being described as follows: Being part of the same property which was conveyed by John J. Phelps, executor and trustee and others, to the party of the first part by their deed dated Jan. 1, 1917 and recorded in the Bergen County Clerk's office in deed book 955 page 73. Said property hereby conveyed is described as follows: First Lot: Being shown and designated as lot number fifteen (15) in block 30 238-A on a map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development, Section No. 2, Teaneck, N. J.," prepared by Jos. W. Stagg, C. E. and filed in the Bergen County Clerk's office on July 17, 1923, as map #1852. Second Lot: Being shown and designated as lot number 16 in block 238-A on a map entitled "Map of Property of The Estate of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," 40

*Bill of Complaint.*

prepared by Jos. W. Stagg, C. E. and filed in the Bergen County Clerk's office on Nov. 1, 1924, as map No. 1949.

Subject to restrictions as follows: (1) No dwelling house shall be erected upon the premises above described to cost less than \$5500 or to stand nearer than 25 ft. from the line of the street on which said property fronts, this latter restriction to apply to and cover steps, piazzas, bay windows, and other parts of any dwelling hereafter erected. (2) No stable, garage or outbuilding shall be erected within 100 feet from the line of the street on which said property fronts. (3) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

Said parcel is now owned by Charles H. Gompert and Mamie Gompert, his wife.

28. Said Phelps Estate conveyed another part of said premises to George F. W. Schulze by deed recorded in book 1340 page 623 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Being a part of the same property which was conveyed by John J. Phelps, executor and trustee, and others, to the party of the first part by their deed dated Jan. 1, 1917, and recorded in the Bergen County Clerk's office in book 955 of Deeds at page 73. The property hereby conveyed is described as follows: Being shown and designated as lots numbers 17 and 18 in Block 238-A on a map entitled "Map of Property of The

*Bill of Complaint.*

Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Jos. W. Stagg, C. E. and filed in the Bergen County Clerk's office on Nov. 1, 1924, as map No. 1949.

- 10 Subject to restrictions as follows: (1) not more than 2 dwelling houses shall be erected on the premises above described. (2) No dwelling house shall be erected to cost less than \$5500 or to stand nearer than 25' from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuilding shall be erected within 75 ft. from any street line unless
- 20 directly connected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

Part of said premises last above mentioned is owned by Eugene C. Fallot and the remainder by Robert McClelland and Florence C. McClelland, his wife.

- 30 29. Said Phelps Estate conveyed another part of said premises to Marie Hummel by deed recorded in book 1489 page 1 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Premises in the Township of Teaneck and being a part of the said property which was conveyed by John J. Phelps, executor and trustee and others, to the party of the first part by their deed dated Jan. 1, 1917, and recorded
- 40 in the Bergen County Clerk's office in book 955 of

*Bill of Complaint.*

Deeds at page 73. The property hereby conveyed is described as follows: Being shown and designated as lot #19 in block 238-A on a map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Jos. W. Stagg, C. E. and filed in the Bergen County Clerk's office on November 1, 1924, as map #1949, said lot fronting on the northerly side of Frances Street and being 50 feet wide in front and rear and 150 feet in length on each side. 10

Subject to the following restrictions: No more than one dwelling house shall be erected on the premises above described. No dwelling house shall be erected to cost less than \$5500 or to stand nearer than 25 feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. No garage or outbuilding shall be erected within 75 feet from the northerly line of Frances Street unless directly connected with a dwelling house. No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever. 20 30

Said parcel is now owned by Eleanor C. Hummel and Florence Hummel.

30. Said Phelps Estate conveyed another part of said premises to Alexander R. Boas and Virginia Boas, his wife, by deed recorded in book 1298 page 372 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Being part of the same property which was 40

*Bill of Complaint.*

conveyed by John J. Phelps executors and trustee and others to said party of the first part by their deed dated Jan. 1, 1917, and recorded in the said County Clerk's office in book 955 page 73. The property hereby conveyed being described as follows: Being shown and designated as lots 20 and 21 in block 238-A on a map entitled "Map of Property of the Est. of W. W. Phelps, Teanack Development, Section No. 3, Teaneck, N. J.," prepared by Jos. W. Stagg, C. E. and filed in the Bergen County Clerk's office on Nov. 1, 1924, as map #1949 said lots fronting on the northerly side of Frances Street and taken together being 100 feet wide in front and rear and 150 feet in length on each side.

Subject to the following restrictions: (1) Not more than 1 dwelling house shall be erected on each of the lots above described. (2) No dwelling house shall be erected to cost less than \$5,500 or to stand nearer than 25' from any street line, this latter restriction to apply to and cover, steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuilding shall be erected within 75 feet from the northerly line of Frances Street unless directly connected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

Said parcel is still owned by said Alexander R. Boas and Virginia Boas, his wife.

*Bill of Complaint.*

31. Said Phelps Estate conveyed another part of said premises to John R. Outwater by deed recorded in book 1318, page 424 of deeds in the Bergen County Clerk's office, said parcel being described as follows: Known and designated as lot No. 22, Block 238-A, on a map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development, Section 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E. and filed in the Bergen County Clerk's office on Nov. 1, 1924 as map No. 1949. Said lot fronting on the northerly side of Frances Street and being 50 feet wide, front and rear and 150 feet in length on both sides. 10

Subject to the following restrictions: (1) Not more than one dwelling house shall be erected on the premises above described. (2) No dwelling house shall be erected to cost less than \$5,500 or to stand nearer than 25 feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuilding shall be erected within seventy-five feet from the northerly line of Frances Street unless directly connected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of, or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever. 20 30

Said parcel is now owned by John G. Pitney and Nellie C. Pitney, his wife.

32. Said Phelps Estate conveyed another part of said premises to Madaline Emerson by deed re- 40

*Bill of Complaint.*

10 corded in book 1330, page 351 of deeds in the Ber-  
 gen County Clerk's office, said parcel being de-  
 scribed as follows: And being a part of the same  
 property which was conveyed by John J. Phelps,  
 executor and trustee and others, to the party of the  
 first part, by their deed dated Jan. 1, 1917 and  
 recorded in the Bergen County Clerk's office in book  
 955 of Deeds at page 73. The property hereby con-  
 veyed being described as follows: Being shown  
 and designated as lot No. 23 in block 238-A on a  
 map entitled "Map of Property of the Estate of  
 W. W. Phelps, Teaneck Development, Section No.  
 3, Teaneck, N. J.," prepared by Jos. W. Stagg,  
 C. E. and filed in the Bergen County Clerk's office  
 20 on November 1, 1924 as map No. 1949 said lot front-  
 ing on the northerly side of Frances Street and  
 being 50 feet wide in front and rear and 150 feet  
 in length on each side.

Subject to the following restrictions: (1) Not  
 more than one dwelling house shall be erected on  
 the premises above described. (2) No dwelling  
 house shall be erected to cost less than \$5,500 or  
 to stand nearer than 25' from any street line, this  
 latter restriction to apply to and cover steps,  
 piazzas, bay windows, and other parts of any dwell-  
 30 ing hereafter erected. (3) No garage or outbuild-  
 ing shall be erected within 75' from the northerly  
 line of Frances Street, unless directly connected  
 with a dwelling house. (4) No building shall be  
 erected or used on said premises for the purpose of  
 or as a saloon, hotel, store, market, gasoline and  
 oil service station, public garage, factory or for any  
 dangerous, noxious or offensive purpose whatever.

40 Said parcel is still owned by said Madaline  
 Emerson.

*Bill of Complaint.*

33. Said Phelps Estate conveyed another part of said premises to Harry J. Langeley and Bertha W. Langeley, his wife, by deed recorded in book 1293, page 648 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Being part of the same property which was conveyed by John J. Phelps, executor and trustee, and others, to the party of the first part by their deed dated Jan. 1, 1917 and recorded in the Bergen County Clerk's office in book 955, page 73. The property hereby conveyed is described as follows: Being lot #24 in Block B on a map entitled "Map of Property of the Est. of W. W. Phelps, Teaneck Development, Teaneck, N. J.," said lot being more particularly described as follows: Beginning at a point in the northerly line of Frances Street distant 418.40 feet northwesterly and parallel with Cedar Lane, from the intersection of said northerly line of Frances Street with the westerly line of Westfield Avenue; running thence (1) Northeasterly at right angles with said Frances Street 150 feet; thence (2) Northwesterly parallel with Frances Street 50 feet; thence (3) Southwesterly parallel with the first course 150 feet to the northerly line of Frances Street and thence (4) Southeasterly parallel with the first course 150 feet to the northerly line of Frances Street and thence (4) Southwesterly along said northerly line of Frances Street fifty feet to the point or place of beginning.

Subject to restrictions as follows: (1) Not more than 1 dwelling house shall be erected on the premises above described. (2) No dwelling house shall be erected to cost less than \$5,500 or to stand nearer than 25 feet from any street line, this latter re-

10

20

30

40

*Bill of Complaint.*

10 striction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuilding shall be erected within 75 feet from the northerly line of Frances Street unless directly connected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

Said parcel is now owned by Bertha W. Langeley.

20 34. Said Phelps Estate conveyed another part of said premises to Arthur J. Richards and Mabelle Richards, his wife, by deed recorded in book 1258, page 284 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Being a part of the same property which was conveyed by John J. Phelps, executor and trustee, and ~~owners~~ *others* to the party of the first part by their deed dated Jan. 1, 1917 and recorded in the Bergen County Clerk's office in book 955, page 73. The property hereby conveyed being described as follows: Being lot #25 in Blk. B. on a map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development, Teaneck, N. J.," said lot being more particularly described as follows: Beginning at a point in the northerly line of Frances Street distant 468.40 feet northwesterly parallel with Cedar Lane Frances Street with the westerly line of Westfield from the intersection of the said northerly line of Avenue and running thence (1) Northeasterly at right angles with said Frances Street 150 feet; thence (2) Northwesterly parallel with Frances

30

40

*Bill of Complaint.*

Street 50 feet; thence (3) Southwesterly parallel with the first course 150 feet to the northerly line of Frances Street, and thence (4) Southeasterly parallel with Cedar Lane along said northerly line of Frances Street 50 feet to the point or place of beginning.

10

Subject to the following restrictions: (1) Not more than 1 dwelling house shall be erected on the premises above described. (2) No dwelling house shall be erected to cost less than \$5,500 or to stand nearer than 25 feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuilding shall be erected within 75 feet from the northerly line of Frances Street unless directly connected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage factory or for any dangerous, noxious or offensive purpose whatever.

20

Said parcel is still owned by Arthur J. and Mabelle Richards.

35. Said Phelps Estate conveyed another part of said premises to Emil Ibach and Josephine Ibach, his wife, by deed recorded in book 1325, page 526 of Deeds in the Bergen County Clerk's office, said parcel being described as follows: Being a part of the same property which was conveyed by John J. Phelps, executor and trustee, and others to the party of the first part by their deed dated Jan. 1, 1917 and recorded in the Bergen County Clerk's office in deed book 955, page 73, the property here-

30

40

*Bill of Complaint.*

by conveyed being described as follows: Being shown and designated as lot number 26 and the easterly one-half of lot number 27 in block 238-A on a map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Jos. W. Stagg, C. E. and filed in the Bergen County Clerk's office on Nov. 1, 1924 as map #1949, more particularly described as follows: Beginning at the southeasterly corner of lot 26 above mentioned and running thence (1) Northerly along the easterly line of said lot number 26, 150 feet; thence (2) westerly along the northerly line of lot number 26, and the northerly line of lot number 27, 75 feet; thence (3) southerly parallel with the first course one hundred fifty feet to the northerly line of Frances Street; thence (4) Easterly along the northerly line of Frances Street, 75 feet to the point or place of beginning.

Subject to the following restrictions: (1) Not more than 1 dwelling house shall be erected on the premises above described. (2) No dwelling house shall be erected to cost less than \$5,500 or to stand nearer than 25' from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuilding shall be erected within 75 feet from the northerly line of Frances Street, unless directly connected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

*Bill of Complaint.*

Said parcel is still owned by said Emil Ibach and Josephine Ibach, his wife.

36. Said Phelps Estate conveyed another part of said premises to Elizabeth Thesz by deed recorded in book 1472, page 107, of Deeds in the Bergen County clerk's office, said parcel being described as follows: Being a part of the same property which was conveyed by John J. Phelps, executor and trustee and others, to the party of the first part by their deed dated Jan. 1, 1917 and recorded in the Bergen County clerk's office in book 955 of Deeds at page 73. The property hereby conveyed is described as follows: Being shown and designated as lot number 28 and the westerly one-half of lot number 27 in block 238-A on a map entitled "Map of Property of the Estate of W. W. Phelps, Teaneck Development Section No. 3, Teaneck, N. J." prepared by Jos. W. Stagg, C. E. and filed in the Bergen County clerk's office on Nov. 1, 1924 as map No. 1949 more particularly bounded and described as follows: Beginning at the southwesterly corner of lot No. 28 above mentioned and running thence (1) Northerly along the westerly line of said lot 28, 150 feet; thence (2) Easterly along the northerly line of lot No. 28 and the northerly line of lot No. 27, 75 feet; thence (3) Southerly parallel with the first course <sup>150</sup>~~510~~ feet to the northerly line of Frances Street and thence (4) Westerly along the northerly line of Frances Street, 75 feet to the point or place of beginning.

Subject to restrictions as set forth in paragraph 35 hereof.

Said parcel is now owned by Emil Ibach and Josephine Ibach, his wife.

*Bill of Complaint.*

37. Said Phelps Estate conveyed another part of said premises to Ralph E. Hacker and Glenn A. Hacker by deed recorded in book 1349, page 418, of Deeds in the Bergen County clerk's office, said parcel being described as follows: Being part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part by their deed dated Jan. 1, 1917 and recorded in the Bergen County clerk's office in book 955 of Deeds, at page 73. Second parcel—Being shown and designated as lots numbered 29-30 in block 238-A on a map entitled "Map of Property of The Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J." prepared by Joseph W. Stagg, C. E., and filed in the Bergen County clerk's office on Nov. 1, 1924 as Map No. 1949; said lots fronting on the northerly side of Frances Street.

The second parcel above described is conveyed subject to the following restrictions: (1) Not more than 1 dwelling house shall be erected on each of said lots. (2) No dwelling house shall be erected to cost less than \$5,500 or to stand nearer than 25 ft. from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuilding shall be erected within 75 feet from the northerly line of Frances Street, unless directly connected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever.

*Bill of Complaint.*

Said premises are still owned by said Ralph E. Hacker and Glenn A. Hacker.

38. Said Phelps Estate conveyed another part of said premises to Johanne G. F. Schulze by deed recorded in book 1273, page 521, of Deeds in the Bergen County clerk's office, said parcel being described as follows: Being a part of the same property which was conveyed by John J. Phelps, executor and trustee, and others, to the party of the first part by their deed dated Jan. 1, 1917 and recorded in the Bergen County clerk's office in book 955, of Deeds at page 73. The property hereby conveyed is described as follows: Beginning at a point in the southerly line of Merrison Street distant one hundred fifty-two feet and fifty-three one hundredths of a foot (152.53) southeasterly from the corner formed by the intersection of said southerly line of Merrison Street with the easterly line of Heasley Avenue and running thence (1) south  $41^{\circ} 27' 30''$  West three hundred five feet and six one hundredths of a foot (305.06) to the northerly line of Frances Street; thence (2) South  $59^{\circ}$  East along said northerly line of Frances Street, fifty-seven (57) feet; thence (3) North  $31^{\circ}$  East three hundred (300) feet to the southerly line of Merrison Street, and thence (4) North  $59^{\circ}$  West along said southerly line of Merrison Street 1.62 to the point or place of beginning.

Subject to the following restrictions: "said party of the second part for herself, her heirs . . . agrees with the party of the first part . . . that she . . . will not at any time hereafter erect or cause or permit to be erected upon the premises

10

20

30

40

*Bill of Complaint.*

above described any dwelling houses to cost less than \$5,500 and further that she or they will not at any time hereafter erect or cause or permit any building on said premises to be erected or used for the purpose of or as a saloon, hotel, store, market, slaughter-house, blacksmith shop, tanning factory or for any dangerous, noxious or offensive purposes whatever without the written consent of the party of the first part, its successors . . . and it is expressly agreed that the covenants . . . above specified shall attach to and run with the land and it shall be lawful not only for the party of the first part, its successors . . . but also for the owner or owners of any property in the neighborhood of the premises hereinabove described . . . deriving title from or through said party of the first part . . . to prosecute any proceedings at law or in equity against the party violating said covenants, their heirs . . .”

Said parcel is now owned by Charlotte A. Hansing.

39. Said Phelps Estate conveyed another part of said premises to Johanne G. F. Schulze by deed recorded in book 1112, page 435, of Deeds in the Bergen County clerk's office, said parcel being described as follows: Being a part of the same property which was conveyed by John J. Phelps, executor and trustee and others, to the party of the first part by their deed dated Jan. 1, 1917, and recorded in the Bergen County clerk's office in book 955 of Deeds at page 73. The property hereby conveyed is described as follows: Beginning at a stake in the corner formed by the northerly side of a street to be known as Frances Street ~~50~~ feet in width and

*Bill of Complaint.*

the easterly side of an avenue to be known as Heasley Avenue, 50 feet in width, said point being distant 250.84 feet on a course of north  $41^{\circ} 27' 30''$  East from the corner formed by the northerly side of Cedar Lane and the easterly side of said avenue to be known as Heasley Avenue, said corner being distant 1036.43 feet northwesterly from the corner formed by the westerly side of Westfield Avenue and the northerly side of Cedar Lane, and running from said beginning point thence (1) along the easterly side of said Heasley Avenue North  $41^{\circ} 27' 30''$  East 684.65 feet to a stake in the southerly side of said street South  $59^{\circ} 2' 30''$  East 185.22 feet to a stake; thence (2) *thence (2) along the southerly side of a street;* South  $31^{\circ}$  West 163.54 feet to a stake; thence (3) North  $59^{\circ}$  West 50 feet; thence (4) South  $31^{\circ}$  West 160 feet to the northerly side of a street 50 feet in width to be known as Merrison Street; thence (5) Along the northerly side of said Merrison Street north  $59^{\circ}$  West 42.39 feet to a stake; thence (6) South  $41^{\circ} 27' 30''$  West 355.90 feet to a stake in the northerly side of the 50 foot street to be known as Frances Street above mentioned; thence (7) along the northerly side of said Frances Street North  $59^{\circ}$  West 152.53 feet to the easterly side of Heasley Avenue above mentioned, the point or place of beginning. Excepting from the land above described the 50 foot street to be known as Merrison Street mentioned therein running through the same parallel with Cedar Lane situate 555.91 feet northeasterly along the easterly side of the above mentioned Heasley Avenue from the northerly side of Cedar Lane.

Subject to the following restrictions: "The said party of the second part for herself, . . . agrees

10

20

30

40

*Bill of Complaint.*

with the party of the first part, its successors . . .  
 that she, the said party of the second part, her heirs  
 . . . will not at any time hereafter erect or cause  
 or permit to be erected upon the premises above de-  
 scribed any dwelling houses to cost less than  
 10 \$5,500 and further that she or they will not at any  
 time hereafter erect or cause or permit any build-  
 ing on said premises to be erected or used for the  
 purpose of or as a saloon, hotel, slaughterhouse,  
 blacksmith shop, tanning factory or for any dan-  
 gerous, noxious or offensive purpose whatever  
 without the written consent of the party of the first  
 part, its successors. . . . And it is expressly agreed  
 that the covenants on the part of the party of the  
 20 second part above specified shall attach to and run  
 with the land and it shall be lawful not only for the  
 party of the first part, its successors . . . but also  
 for the owner . . . of any property in the neighbor-  
 hood of the premises hereinabove described deriv-  
 ing title from or through said party of the first  
 part, to prosecute any proceedings at law or in  
 equity against the party . . . violating said cove-  
 nants . . . their heirs, executors, administrators or  
 assigns.”

30 Said parcel is now owned in part by Mary A.  
 Neill and in part by Michael Boros and Elizabeth  
 A. Boros, his wife.

40. The complainants have released each other  
 and the premises owned by each of them respec-  
 tively, from the right to enforce or seek damages  
 for the breach of the aforesaid restrictions.

41. The defendants have been asked by the com-  
 40 plainants to join in the aforesaid release but have  
 neglected or refused so to do.

*Bill of Complaint.*

42. The names of the persons who claim or are claimed or reputed to claim any right, title or interest in, under or to such restrictions are Emil Ibach and Josephine Ibach, his wife, Bogota National Bank of Bogota, N. J., Prudential Insurance Company of America. The Estate of William Walter Phelps, Inc., W. Rand Jones, Bridge Development Bond and Mortgage Company, Inc., George Hinrichs, Charles H. Gompert and Mamie Gompert, his wife, Frank Toriello and Nicholina Toriello, his wife, Robert McClelland and Florence C. McClelland, his wife, Ridgefield Park Trust Company, Charles E. Abbott, Alexander R. Boas and Virginia Boas, his wife, Fidelity Union Title and Mortgage Guaranty Company, John G. Pitney and Nellie G. Pitney, his wife, Frederick W. Whiteley, Harry J. Langeley and Bertha W. Langeley, his wife, The Railroad Co-Operative Building and Loan Association, Arthur J. Richards and Mabelle Richards, his wife, The Hackensack Mutual Building and Loan Association, Ralph E. Hacker, Glenn A. Hacker, Charlotte A. Hansing, Mary Neill, wife of Edward Neill.

10

20

43. The Railroad Co-Operative Building and Loan Association is a corporation formed and existing under the laws of the State of New York. All other corporations hereinbefore mentioned are corporations formed and existing under the laws of the State of New Jersey.

30

Complainants are without adequate remedy in the courts of law, and therefore pray:

1. That Emil Ibach and Josephine Ibach, his wife, Bogota National Bank of Bogota, N. J., Pru-

40

*Bill of Complaint.*

dential Insurance Company of America, The Estate of William Walter Phelps, Inc., W. Rand Jones, Bridge Development Bond and Mortgage Company, Inc., George Hinrichs, Charles H. Gompert and Mamie Gompert, his wife, Frank Toriello and Nico-  
 10 lina Toriello, his wife, Robert McClelland and Florence C. McClelland, his wife, Ridgedief Park Trust Company, Chares E. Abbott, Alexander R. Boas, Virginia Boas, his wife, Fidelity Union Title and Mortgage Guaranty Company, John G. Pitney and Nellie G. Pitney, his wife, Frederick W. White-  
 20 ley, Harry J. Langeley and Bertha W. Langeley, his wife, The Railroad Co-Operative Building and Loan Association, Arthur J. Richards and Mabelle Richards, his wife, The Hackensack Mutual Build-  
 ing and Loan Association, Ralph E. Hacker, Glenn A. Hacker, Charlotte A. Hansing, Mary Neill, wife of Edw. Neill, who are the defendants to this suit, may answer this bill of complaint and each state-  
 ment therein made;

2. That the said defendants may set forth and specify their claim, right, title or interest in, under and to such restrictions, and by what instrument  
 30 the same is created;

3. That it may be decreed by this court that said defendants have no right, title or interest in, under and to such restrictions, and that so far as said de-  
 fendants are concerned, the same do not exist;

4. That it may be decreed by this court that the aforesaid restrictions and all of them are of no force and effect and no way binding upon the sev-  
 40 eral properties hereinbefore described, nor any of them.

*Bill of Complaint.*

5. That a writ of subpoena may issue, commanding said defendants to answer this bill, without oath, and to abide by such decree as this court may make in the premises.

MORRISON, LLOYD & MORRISON, 10  
Solicitors for and of counsel with  
complainants.

**Order Amending Bill of Complaint.**

Filed 7-21-30.

The complainants herein having filed a petition 20  
in the above entitled cause, whereby it appears  
that, since the filing of the bill of complaint and  
the issuing of a subpoena herein, the said complain-  
ants have discovered that Eugene C. Fallot, al-  
leged in paragraph 28 of the said bill of complaint,  
to be owner of part of the premises described in  
said paragraph, has conveyed said premises to  
Harry Price and Lida A. Price, his wife;

And it further appearing that the solicitors for 30  
the answering defendants have consented to the  
making of this order, and that a decree pro confesso  
has been taken against all other defendants as  
named in the original bill of complaint;

It is on this 21st day of July, 1930, on motion  
of Morrison, Lloyd and Morrison, solicitors for com-  
plainants, Ordered that the complainants have  
leave to amend their bill of complaint by substitut-  
ing in paragraph 28 thereof, in the line next to the 40

*Order Amending Bill of Complaint.*

last line of said paragraph, for the name "Eugene C. Fallo," the names "Harry Price and Lida A. Price, his wife" and also by adding the names of said Harry Price and Lida A. Price, his wife, as defendants in paragraph 1 of the prayer at the foot of the said bill of complaint;

AND IT IS FURTHER ORDERED that a subpoena to answer said bill of complaint as so amended, be served upon the said Harry Price and Lida A. Price, his wife, as defendants herein.

E. R. WALKER,  
C.

20 Respectfully Advised,  
VIVIAN M. LEWIS,  
V. C.

---

**Answer.**

Filed 6-27-30.

30 The answer of Emil Ibach and Josephine Ibach, his wife, Charles G. Gompert and Mamie Gompert, his wife, Robert McClelland and Florence C. McClelland, his wife, Alexander R. Boas and Virginia Boas, his wife, John G. Pitney and Nellie G. Pitney, his wife, Harry J. Langeley and Bertha W. Langeley, his wife, Charlotte A. Hansing and Arthur J. Richards and Mabelle Richards, his wife, to the bill of complaint of George W. Humphreys and others complainants.

40

*Answer.*

These defendants, all of the Township of Teaneck, in the County of Bergen and State of New Jersey answering the bill of complaint herein, say that:

1. They have no knowledge or information concerning the statements contained in paragraphs 1, 2 and 3 of the bill of complaint excepting such knowledge as they may be presumed to have by law, concerning the matters of public record therein alleged and for greater certainty reserve the right to refer to such records when produced. 10

2. They admit the statements contained in paragraph 4 to be true. 20

3. They admit the statements contained in paragraph 5 to be true as far as alleged but aver that the allegations are incomplete and that the restriction therein contained attach to and run with the lands therein referred to, but for greater certainty reserve the right to refer to such records when produced.

4. They admit the statements contained in paragraph 6 to be true. 30

5. They have no knowledge or information concerning the statements contained in paragraphs 7, 8 and 9 of the bill of complaint such knowledge as they may be presumed to have by law, concerning the matters of public record therein alleged and for greater certainty reserve the right to refer to such records when produced. 40

*Answer.*

6. They admit the statements contained in paragraph 10 to be true.
7. They believe the statements contained in paragraph 11 to be true but for greater certainty reserve the right to refer to such records when produced.
8. They admit the statements contained in paragraph 12 to be true.
9. They admit the statements contained in paragraph 13 to be true.
10. They admit the statements contained in paragraph 14 to be true but for the greater certainty reserve the right to refer to such records when produced.
11. They have no knowledge or information concerning the statements contained in paragraphs 15 and 16 of the bill of complaint excepting such knowledge as may be presumed by law concerning the matters of public record therein alleged and for greater certainty reserve the right to refer to such records when produced.
12. They believe the statements contained in paragraph 17 are true.
13. They have no knowledge or information concerning the statements contained in paragraphs 18, 19, 20, 21, 22, 23, 24, 25 and 26 of the bill of complaint excepting such knowledge as may be presumed by law concerning the matters of public

*Answer.*

record therein alleged and for greater certainty reserve the right to refer to such records when produced.

14. They admit the statements contained in paragraphs 27, 28, 29, 30, 31, 32 (being the first paragraph numbered 33), 33, 34, 35, 36, 37, 38 and 39 of the bill of complaint, but aver that said allegations concerning the public records are incomplete and for greater certainty reserve the right to refer to said records when produced. 10

15. They have no knowledge or information sufficient to form a belief as to the statements contained in paragraph 40 of the bill of complaint. 20

16. They admit the statements contained in paragraphs 41 and 42 of the bill of complaint to be true so far as the same refers to these defendants.

17. They have no knowledge or information sufficient to form a belief concerning the statements contained in paragraph 43 of the bill of complaint.

18. These defendants aver that their claim, right, title and interest under and to the restrictions set forth in the bill of complaint consists among other things of the right to the enforcement of such restrictions for the benefit and enjoyment by them of the several properties conveyed to and now owned by them respectively as alleged in said bill of complaint and admitted in this answer. That the instruments by which the same were and are created are the several deeds mentioned and 30 40

*Answer.*

set forth in the title of said complainants respectively and mentioned and referred to in the bill of complaint herein.

- 10        19. These defendants aver that the common grantor of the complainants and defendants is the estate of William Walter Phelps, Inc., that said estate made a map upon which is delineated the several properties owned by the complainants and defendants; that said estate placed the restrictions mentioned in the bill of complaint herein upon said lands, in each deed, in order to benefit the portion retained, expressly providing that such restrictions should attach to and run with the land; that the
- 20        complainants and each of them had full knowledge that several restrictions were to be and were placed on said lands at the time of the purchase thereof by and the conveyance thereof to complainants respectively; that such restrictions were for the benefit of the several owners of the respective parcels of land shown on said map and were part and parcel of a general building scheme; that buildings have been erected on about three-fourths of the lots shown on said map, and in each and every instance where said buildings have been so erected upon said lands so owned by complainants and defendants ~~are~~<sup>are</sup> aforesaid the said restrictions have been observed and complied with; that one of the objects and purposes of placing such restrictions on said lands was to create a high class one family house residential district which has been thus far accomplished and that to remove these restrictions at this time will greatly impair the value of the
- 30        property now owned by these defendants respec-
- 40

*Answer.*

tively and destroy the residential value created by these restrictions.

Wherefore these defendants submit that complainants are not entitled to the relief prayed for against these defendants as set forth in said bill of complaint, and that said bill of complaint should be dismissed as against these defendants, with costs. 10

MELOSH, MORTEN & MELOSH,  
Solicitors for Answering Defendants.

---

**Decree Pro Confesso.**

20

Filed 7-9-30.

This cause, being opened to the Court by Morrison, Lloyd and Morrison, solicitors and of counsel with the complainants, and it appearing that process of subpoena for the appearance of the defendants hath been duly issued and returned served by the Sheriff of the County of Bergen upon the defendants Bogota National Bank of Bogota, N. J., The Estate of William Walter Phelps, Inc., W. Rand Jones, Bridge Development Bond and Mortgage Company, Inc., George Hinrichs, Frank Toriello and Nicolina Toriello, his wife, The Hackensack Mutual Building and Loan Association, Ralph E. Hacker, Glenn A. Hacker and Mary Neill, wife of Edward Neill; and by the Sheriff of the County of Essex upon the defendants Prudential Insurance Company of America, and Fidelity Union 30

40

*Decree Pro Confesso.*

10 Title and Mortgage Guaranty Company; service having been acknowledged by the solicitor for the defendant The Railroad Co-Operative Building and Loan Association, and that the said defendants have not, nor have any or either of them, filed any answer to said bill, within the time limited by law and said order, or at any other time, but that they have wholly failed and neglected so to do:

It is thereupon, on this 9th day of July, in the year of Our Lord One Thousand Nine Hundred and Thirty, ordered, adjudged, and decreed, that the said bill be taken as confessed as against Bogota National Bank of Bogota, N. J., Prudential Insurance Company of America, The Estate of William 20 Walter Phelps, Inc., W. Rand Jones, Bridge Development Bond and Mortgage Company, Inc. George Hinrichs, Frank Toriello and Nicolina Toriello, his wife, Ridgefield Park Trust Company, Frederick W. Whiteley, The Railroad Co-Operative Building and Loan Association, The Hackensack Mutual Building and Loan Association, Ralph E. Hacker, Glenn A. Hacker and Mary Neill, wife of Edward Neill, to the end that such decree may be 30 made against them as the Chancellor shall think equitable and just.

E. R. WALKER,  
C.

**Order Amending Answer.**

Filed 8-15-30.

Upon application of Melosh, Morten & Melosh, solicitors for answering defendants and for Harry Price and Lida A. Price brought in as defendants under the amended bill of complaint herein and upon consent of Morrison, Lloyd and Morrison, solicitors for complainants; 10

It is on this 15th day of August, A. D. 1930, ORDERED that the answer heretofore filed by Emil Ibach and wife and others be and the same is hereby amended by adding the names of Harry Price and Lida A. Price after the word "wife" in line six of the first paragraph of said answer.

AND IT IS FURTHER ORDERED that the reply heretofore filed by the complainants to said answer, be and the same is hereby amended adding the names of Harry Price and Lida A. Price after the word "wife" in line eight of the first paragraph of said reply. 20

We consent to the making of the above order.

MORRISON, LLOYD AND MORRISON,  
Solicitors for Complainants. 30

E. R. WALKER,  
C.

**Order.**

Filed 2-7-31.

10 A joint answer having been filed herein on behalf of a number of the defendants, by Melosh, Morten & Melosh, solicitors, upon the belief on their part that the instructions given to them by several of the defendants to file such an answer, were authorized by the defendants for whom such answer was filed; and said solicitors having represented to the Court at the hearing on January 22nd, 1931, that they had received instructions from the defendants Harry J. Langeley and Bertha W. Langeley, his wife, that said defendants did not want to be represented by such solicitors; and said  
20 solicitors having thereupon moved for leave to strike out the name of said defendants from said answer;

Whereupon said complainants moved for leave to enter a decree pro confesso against said defendants; and no good cause being shown or appearing to the contrary,

It is on this 7th day of February, 1931, ORDERED:

30 That the names of Harry J. Langeley, his wife, be and the same are hereby stricken from the answer heretofore filed herein, and that the complainants' bill be taken as confessed against said defendants.

E. R. WALKER,  
C.

Respectfully advised,  
J. O. BIGELOW,  
V. C.

**Replication.**

Filed 7-5-30.

The complainants, replying to the answer of the defendants Emil Ibach, Josephine Ibach, his wife, Charles G. Gompert and Mamie Gompert, his wife, Robert McClelland and Florence C. McClelland, his wife, Alexander R. Boas and Virginia Boas, his wife, John G. Pitney and Nellie G. Pitney, his wife, Harry J. Langeley and Bertha W. Langeley, his wife, Charlotte A. Hansing and Arthur J. Richards and Mabelle Richards, his wife, say that: 10

1. They join issue on the answer of the defendants to the allegations of the complainants' bill.
2. Answering paragraphs 18 and 19 they deny that these defendants have the right to enforce the restrictions referred to therein. 20

MORRISON, LLOYD AND MORRISON,  
Solicitors for Complainants.

30

40

**Transcript.**

10	Between	GEORGE W. HUMPHREYS, et als., <i>Complainants,</i>
	and	EMIL IBACH, et als., <i>Defendants.</i>

20 Transcript of the testimony taken in the above stated cause, on final hearing, at the Chancery Chambers in Jersey City, on Wednesday, November 26, 1930, 10 o'clock in the forenoon, before His Honor, JOHN C. BIGELOW, Vice-Chancellor.

JOHN C. BIGELOW,  
Vice-Chancellor.

---

APPEARANCES:

30 WILLIAM J. MORRISON, JR., for Complainants,  
LOUIS MORTEN, for Defendants.

---

The Court: As I understand, you want to read in certain facts and I suggest that it be done at the present time.

40 Mr. Morrison: I have prepared for the conven-

*James F. Boyd—Direct.*

ience of the record a list of exhibits and I offer them together.

The Court: They will be admitted and marked later.

(Mr. Morrison submits twenty-nine exhibits consisting of maps and deeds).

10

Mr. Morrison: I also offer a map of the property owned by the Complainant and the property owned by the answering Defendants.

(Map offered in evidence and marked "C-30").

JAMES F. BOYD, sworn on behalf of the complainants, testified as follows:

Direct Examination by Mr. Morrison:

20

Q. Where do you reside? A. Hackensack.

Q. What is your business or profession? A. Real Estate.

Q. What is the field in which you are active in that profession? A. Bergen County.

Q. How long have you resided in Bergen County?  
A. All my life. Thirty-six years.

Q. Do you know the premises on the north side of Cedar Lane from Palisade Avenue? A. Yes, sir.

30

Q. Have you in your experience since you have been in the real estate business had to do with transactions in the neighborhood of this property?  
A. I have.

Q. What has been your activities in that property and surrounding property?

Mr. Morten: I understand it is the property in "Exhibit C-27 and C-28" as the sale.

40

*James F. Boyd—Direct.*

Q. Sales and other activities. I want the Court to see what experience you have had. A. The most recent has been the appraising. I have appraised property in Teaneck to date exceeding more than  
10 to that have made sales on Cedar Lane and the territory immediately adjacent. If I may refer to my book?

Q. You made notes on inspecting this property?

A. That is the purpose of this book.

Q. You have the book? A. (Referring to book)  
20 1926 we had a sale on the Wilson property to A. C. Hart on Cedar Lane between River Road and the Hackensack River on the northerly side of Cedar Lane. The sale, Caslin to Berry in 1929 is located on Sussex Road, a continuation of Garrison Avenue, four blocks north of Cedar Lane. We have had a sale, I didn't make this, in 1930 to the Kelsey Land Company to Harsol, located on the north side of Cedar Lane between the West Shore Railroad and Garrison Avenue. A sale in 1930 to Raymond Pruess on the north side of Cedar Lane between Queen Anne Road and Teaneck Road. In addition  
30 to these sales, we have sold several houses in an area of eight blocks north and four blocks south of Cedar Lane in the last three months.

Q. Going back to the time before the development of the Phelps property was begun and before the field map in evidence, will you tell the Court what Cedar Lane was and what the property lying on the north side of Cedar Lane between Palisade Avenue and Queen Anne Road was used for, and its condition at that time?

40

*James F. Boyd—Direct.*

Mr. Morten: I think it should be confined to the time the map was made.

Mr. Morrison: I am leading up to that. I want the witness to give it as it was before the map was made. I will bring him then next to the present.

10

The Court: I will permit the question.

Q. At that time—

Mr. Morten: Fix the time.

A. I should go back twenty years.

The Court: When was the map made?

Mr. Morten: November, 1924.

20

The Court: Go back ten years.

A. Going back ten years we find that Cedar Lane has not been developed to any great degree. It was a connecting road between Hackensack, the towns to the west and Englewood and the other boroughs to the east and it ran through farms and large estates. In 1912 and again in 1926 the grade of Cedar Lane was changed. There was always a slight depression but in 1926 the grade was changed from one to ten per cent. That condition has prevailed until 1926 when they cut in a slight bit more in order to take care of the overpass of the West Shore Railroad. Prior to that the West Shore met Cedar Lane at grade.

30

Q. Where did Cedar Lane meet the West Shore Railroad? A. One short block west.

Q. Until what time was the West Shore Railroad at grade crossing? A. Until the year 1924.

40

*James F. Boyd—Direct.*

Q. What was done then and after that with respect to the grade crossing? A. The railroad bed was depressed slightly and an overhead pass was made over the railroad, and at that time the cut was made a slight bit more in Cedar Lane.

10

The Court: Was the wagon road carried over the railroad?

A. Yes. The grade from Queen Anne Road is down and at the foot of the slope it met at the grade and in 1924 the railroad bed was depressed. Due to the cut we found the property fronting on Cedar Lane lying between Queen Anne Road and Cedar Lane for a frontage of some distance ten or twelve feet below the grade of the land.

20

Q. That is not quite clear. After the rearrangement of the grade on Cedar Lane incident to the change of the West Shore crossing, what was the elevation of the Cedar Lane frontage of this property above the roadbed? A. From two to ten or eleven feet, twelve feet probably.

30

Q. How sharp was the cut along the Cedar Lane front of these properties, was it a general slope or precipitous? A. Generally precipitous, almost up and down.

Q. As part of the railroad crossing elimination, was a change made in the railroad station at that point? A. Yes, the railroad station was moved to the north and to a new level with the railroad bed.

Q. Was the station preserved? A. A new station was built.

40

Q. At the time of the changes in Cedar Lane and the elimination of the former grade crossing, was

*James F. Boyd—Direct.*

or was there not a change made in the width of Cedar Lane? A. A physical change, what the original width of the street was no one could tell as it was difficult to tell.

Q. What was the actual width? A. The road probably was sufficient for two cars or trucks to pass each other. 10

Q. As part of the re-arrangement of the crossing, what change was made in the width of Cedar Lane? A. It was widened to a considerable degree, more than double its ordinary width.

Q. Following along from the change at the railroad crossing and the railroad station, what changes, if any, developed in the neighborhood, what physical changes? A. The entire neighborhood, due to the increase in population of Teaneck, two hundred per cent in the last three years, and the business center started from the West Shore Railroad on this business block. 20

The Court: Where was that station?

A. At the intersection of Cedar Lane and the West Shore Tracks; radiating from that point we find a new business section springing up and now find from Palisade Avenue west to the railroad continuing west a solid block of business to Garrison Avenue and from Garrison Avenue we have an apartment house with forty families, we have a garage at the intersection of Cedar Lane and a gas station, and at the intersection of Cedar Lane and the Hackensack Road a gas station, a grocery store, at the corner of Fairmount. We have an open air used car display on—Avenue, extending on the 30 40

*James F. Boyd—Direct.*

10 south side of Cedar Lane we have stores and another apartment, to the south of the apartment on Linden Street; continuing east we have a solid business block from West Shore Railroad to Palisade Avenue and immediately to the south of Cedar Lane on Palisade Avenue, immediately to the south of the last business block and adjoining the West Shore Railroad we have the Teaneck Coal Company and immediately south of that we have the plant of the Sheffield Farm Dairy, immediately to the south of Cedar Lane on Palisade Avenue we have a business block.

20 Q. Describe from the southwest corner of these premises? A. Yes. North from Cedar Lane and Palisade Avenue we have seven stores on the west side of Palisade Avenue between Cedar Lane and a point two blocks distant.

Q. Then these stores between the station and this property would face easterly? A. They would face the westerly boundary to the north of Frances Street. Particularly effecting this block in question we have the Post Office located on Palisade Avenue on the east side.

30 Q. Is the Post Office on the Richter plot? A. Immediately to the rear of it.

The Court: Can you indicate on this map, C-30, where the Post Office is?

A. Right here, sir. (Indicating)

The Court: On the northeast corner of Cedar Lane and Heasley Avenue, marked Richter Plot.

40

*James F. Boyd—Direct.*

Q. The bank and the buildings adjacent you have described are all on the southwest corner of Palisade Avenue and Cedar Lane? A. Yes, sir. Immediately opposite the bank being the southeast corner of Cedar Lane and Palisade Avenue, we have a vacant plot of ground, which the owner offers for sale and represents it to be free of all restrictions and usable for business, but it is still vacant. 10

Q. At the corner of Queen Anne Road and Cedar Lane we have an excavation on which a sign appears—

Mr. Morten: If Your Honor please, I don't see that that is evidence. 20

The Court: I will receive the evidence.

A. And immediately to the east of this excavation there is a garage and gas station now in operation. I believe that outlines the situation as it exists.

Q. Just briefly what are the uses of the land from the gas station down to the corner known as the Blue Bird corner? A. Immediately to the east of the gas station which is located on the north side of Cedar Lane, to the east of Queen Anne Road, we have a building with stores and apartments, as well as an apartment house almost adjoining which houses approximately thirty families, and immediately to the east of that, it being the intersection of Teaneck Road and Cedar Lane, we have the Municipal Building of Teaneck. 30

The Court: Where is Teaneck Road in relation to Palisade Avenue? 40

*James F. Boyd—Direct.*

A. Two blocks west, immediately across from that corner we have an open air golf course.

Q. Adjacent to the golf course there is a large building to which people are taken in time of injury? A. It is a hospital, immediately on the south-  
10 west corner of Cedar Lane and Teaneck Road.

Q. Do you know whether the town of Teaneck has a zoning ordinance? A. Yes, sir, adopted in 1929 and defined "Cedar Lane—

Mr. Morten:- I object, it is immaterial.

The Court: On what basis can I come to a conclusion in this case? (Argument off record).

20 The Court: As I understand, Cedar Lane west of Palisade Avenue is business on both sides.

A. Yes.

30 The Court: And Palisade Avenue both north and south of Cedar Lane for a block or so on the west side is business and also on the east side, at the north corner of Cedar Lane there is a Post Office and a bank.

A. The southwest corner is the bank.

The Court: Cedar Lane east of Queen Anne Road, I take it, is also business.

A. Cedar Lane east of Queen Anne Road, is business on the north side.

40

*James F. Boyd—Cross.*

The Court: What is on the south side, residences?

A. It is vacant on the south side except the golf course.

10

The Court: What is Westfield Avenue in the vicinity of Queen Anne Road?

A. We have an excavation, there are no stores.

The Court: Frances Street is just one block long and residential?

A. Yes, has nineteen houses on it, ten on the north and nine on the south.

20

Cross Examination by Mr. Morten:

Q. Have you the distances and the lengths of these various lots so that the Court may have the benefit of them? A. I haven't the exact distances in my book.

Q. Do you know how far River Road is from Palisade Avenue, how many feet? A. I can't answer exactly.

30

The Court: Cedar Lane is not one of the approaches to the new bridge?

Re-direct Examination by Mr. Morrison:

Q. What relation has Cedar Lane with respect to the new Hudson River bridge? A. Cedar Lane is now the main stem and I have been reliably

40

*James F. Boyd—Cross.*

informed by the County Engineer that Cedar Lane will be continued and will connect with the new State Highway so that it will be an important artery connecting Hackensack and Ridgewood.

10 Cross Examination by Mr. Morten :

Q. The condition of Cedar Lane at the present time between Palisade Avenue and Queen Anne Road, is it in the same condition as it was a year ago? A. Not to the full degree of that question.

20 Q. Originally when this map was laid out the lots in Block 238 on the map were practically speaking, at grade with Frances Street and were above the grade of Cedar Lane, anywhere from two to twelve feet, considerably above Cedar Lane? A. Yes, sir.

Q. As Cedar Lane was then laid out, these lots could not be used in their then condition for business purposes? A. Absolutely not unless they were excavated at a considerable cost.

30 Q. That excavation has been done within the last six months or so, with the permission of the owners of lots in Block 238, who are the complainants here, either by the owners themselves or through persons whom they have made agreement to that effect as regards all the lots on the north side of Cedar Lane beginning with Lot 7 to the rear end of lots facing on Queen Anne Road? A. Practically so.

The Court : They put in the steam shovel?

A. Yes.

40

*W. Rand Jones—Direct.*

W. RAND JONES, sworn on behalf of the defendants, testified as follows:

Direct Examination by Mr. Morten:

Q. You are familiar with the property in question? A. I am. 10

Q. It was owned by whom? A. William Walter Phelps.

Q. Recently when it was disposed of, it was in a corporation known as W. W. Phelps? A. It is.

Q. And you are Secretary? A. Secretary and Treasurer.

Q. As such, were you familiar with the restrictions that were put on this property when offered for sale. A. Yes, sir. 20

Q. Can you tell us how these restrictions came on this property as shown on the map, what was the purpose? A. They were put on for the benefit of subsequent purchasers.

Q. What was the object? A. To make this section a residential one.

Q. What were the restrictions placed on the west side of Palisade Avenue between a point nearest the block running parallel with Frances Street, north with Frances Street and Cedar Lane? 30

Mr. Morrison: That is objected to, Phelps Estate owned considerable.

Mr. Morten: I want to show that it is a general neighborhood scheme.

The Court: How far away is this place?

Mr. Morten: Across the Street.

The Court: I will permit it. 40

*W. Rand Jones—Direct.*

Q. The west side? A. I think that was sold without restrictions.

Q. Did it state that it could be used for business? A. Could be used for business.

10 Q. When this property was offered for sale, they were familiar with the conditions under which it was offered? A. Yes.

Q. Was it made known to the several persons to whom this property was sold that it was sold subject to the restrictions in the several deeds offered in evidence here.

Mr. Morrison: I object.

The Court: I sustain the objection.

20 Q. When you sold the Richter plot, we will say to Mr. Jones, was Mr. Jones advised of the plan for block 238? A. The property was sold to Mr. Richter several years before the general scheme of this development was worked out. It was not in the part of the scheme worked out. That property was sold before the property was divided up. The restrictions in the deed were to remain in force.

30 Q. Was Mr. Ibach advised? A. He got his deed and it was assumed he read the deed.

Q. Was he advised the restriction applied to the block? A. I don't know whether there was any definite statement, but it was assumed all the deeds had the same restriction.

Mr. Morten: We have entered into a stipulation regarding certain facts and I offer in evidence the stipulation.

40 The Court: It will be received.

### Stipulation as to Proof.

(Filed Jan. 21, 1931.)

It is hereby stipulated by and between the parties hereto as follows:

1. That Queen Anne Road lies west of Teaneck Road, is 50 feet wide and is 2143.31 feet distant therefrom.

2. That Palisade Avenue (known on Exhibit C 27 as Heasley Avenue) is the next street west of Queen Anne Road (known on Exhibit C 27 as Westfield Avenue) is 50 feet wide and lies 1010 feet westerly therefrom.

3. That the West Shore Railroad lies west of Palisade Avenue, its right of way is 253 feet wide and lies 147.17 feet distant therefrom.

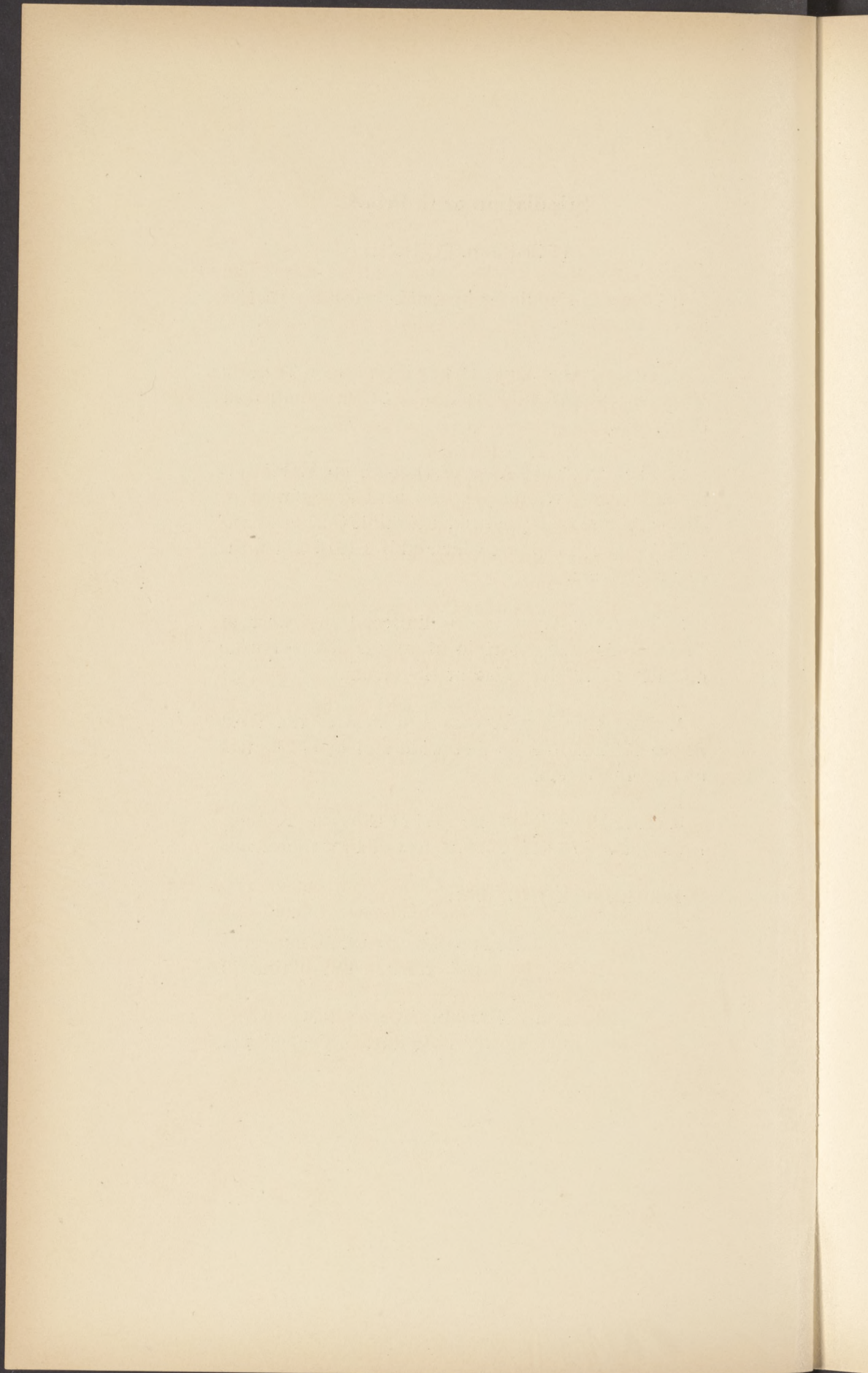
4. That Garrison Avenue lies west of the West Shore Railroad, is 55 feet wide and is 776.17 feet distant therefrom.

5. That River Road lies west of Garrison Avenue, is 66 feet wide and is 2580.22 feet distant therefrom.

Dated, January 19, 1931.

MORRISON, LLOYD & MORRISON,  
Solicitors of Complainants.

MELOSH, MORTEN & MELOSH,  
Solicitors of Defendants.



*W. Rand Jones—Direct.*

Mr. Morten: I offer in evidence a certified copy of the deed from William Walter Phelps to J. G. F. Schulz and George W. Schulz.

Mr. Morrison: That deed was made and delivered after the filing of the complaint. There is a decree pro confesso filed. 10

The Court: I will let it in.

(Admitted in evidence and marked D-1).

Mr. Morten: There has been some talk in the case about a building being used for plumbing and heating and I offer a photograph of that.

Mr. Morrison: I believe that the proofs are restricted, but in the stipulation there was no provision for photographs. 20

Mr. Morten: There is evidence referring to it and if your Honor will go there, he will find the same condition.

The Court: I will refuse to admit the photograph.

Mr. Morten: Then your Honor advise us at this time whether you will view the premises?

The Court: Not unless, on considering the case, I need the evidence of looking it over. 30

Mr. Morten: If your Honor does that, would your Honor advise counsel?

The Court: I will advise counsel on both sides and you can act as guides.

*Robert McClelland—Direct.*

ROBERT McCLELLAND, sworn on behalf of the defendants.

Direct Examination by Mr. Morten:

10 Q. You are the owner of one of the lots in Block 238 A, facing on the northerly side of Frances Street in the Township of Teaneck? A. Yes, sir.

Q. From whom did you purchase it? A. From Mr. Charles Abbott of Ridgefield Park.

Q. You are a lawyer by profession? A. I am affiliated with a lawyer.

20 Q. I show you exhibit D-30 and direct your attention to the portion of lots 17 and 18 which is marked off and marked "McClelland", does that represent the property you own? A. Yes, sir.

Q. You are familiar with the various houses that have been erected in Block 238 A, as shown on Exhibit C-30? A. Yes, sir.

Q. What kind of houses are there? A. One-family houses.

Q. Residence? A. Yes, sir.

Q. When you purchased this property from Mr. Abbott, did you know it was subject to restriction?

30 A. Yes, sir.

Q. Who informed you of that? A. Mr. Abbott.

Q. Do you know what the restrictions were as stated to you when you purchased it?

Mr. Morrison: I object. I think the deed speaks for itself.

40 The Court: The question is, what restrictions were represented to him by Mr. Abbott. The deed wouldn't show that—what did Mr. Abbott tell you?

*Robert McClelland—Cross.*

The Witness: He said it was the residential section of Teaneck and it was restricted for that purpose, and later he showed me the restriction.

The Court: Showed you some record paper? 10

The Witness: Yes, a report from the title company.

Q. Was there any variance from the restrictions he told you and from the title? A. I don't think so.

Q. Did that have any effect on your determination to purchase this property? A. Yes.

Q. What effect? A. The purchase of it.

Q. And you are using the property now for what purpose? A. For my home. 20

Q. What is the value of the property? A. \$16,000.

Cross Examination by Mr. Morrison:

Q. May I ask you when you bought the property from Mr. Abbott? A. Two years ago,—I think we signed the contract, it will be two years next month.

Q. Did I understand you to say there were all one-family houses on those two blocks? A. Yes. 30

Q. Are you familiar with the Post Office building? A. Yes, sir.

Q. Is that in those two blocks? A. Yes, sir.

Q. Is that a one-family dwelling? A. I wouldn't say that it is a dwelling.

Q. Will you describe that building? A. It about a story and a half high, like another Post Office building. I have been in it a few times.

Q. You saw that building when you purchased the property? A. I don't know that I did. 40

*Emil Ibach—Direct.*

EMIL IBACH, sworn in behalf of the defendants.

Direct Examination by Mr. Morten :

10 Q. You are one of the defendants in this case and you own the property known as lot 26 and part of lot 27 in Block 238 A, facing on the north side of the street? A. Yes, sir.

Q. When did you buy it? A. October, 1925.

Q. Before or after the Post Office building was erected? A. Long before the Post Office building was thought of.

Q. When you purchased that property, did you know it was subject to restriction? A. I did.

20 Q. Who did you purchase it from? A. Michael Boros.

Q. He is one of the complainants in this case? A. From Boros, yes.

Q. At the time you purchased the property, did he say anything to you about a restriction? A. He did.

30 Q. What did he say? A. He said the property was restricted to residential purposes only. He made a specific inquiry as to whether there was any possibility of its being used for an apartment house and I answered it was not going to be done.

Q. Did you see the restriction? A. Yes, sir.

Q. Did that have any effect on you purchasing the property? A. No.

Q. Did it induce you to buy? A. It did.

Q. What is the property being used for now? A. Residential purposes.

Q. The plot is how long? A. 150 feet.

40 Q. What do you value the house and lot? A. \$26,000 actual cost to me.

*Emil Ibach—Cross.*

Cross Examination by Mr. Morrison :

Q. Mr. Ibach, the Post Office building houses how many families? A. I believe it has two apartments on top.

Q. The Post Office is downstairs? A. First floor. 10

---

LYDA PRICE, sworn in behalf of the defendants.

Direct Examination by Mr. Morten :

Q. You and your husband are the owners of parts of lots 17 and 18 of Block 238 A, at the northwest corner of Frances Street and Queen Anne Road in Teaneck? A. That is right. 20

Q. When did you purchase the property? A. Last June, a year ago June.

Q. June, 1929? A. That is right.

Q. What did you value it at? A. \$28,000, that isn't valuation, that is actual cost.

Q. From whom did you purchase it? A. Eugene C. Fallot.

Q. When did you purchase it? A. For the express purpose of erecting a home on it? 30

Q. Before you purchased the property, did you know it was subject to restrictions? A. We took care to see that it was.

Q. Were the restrictions fully explained by Mr. Fallot? A. Yes, sir.

Q. Did it have any effect on you? A. Yes, sir.

Mr. Morrison: No questions.

*Charles Gompert—Direct.*

CHARLES GOMPERT, sworn.

Direct Examination by Mr. Morten:

10 Q. You are the owner of lot 16 in Block 238 A, facing on the west side of Queen Anne Road north of Frances Street in Teaneck? A. Yes.

Q. When did you buy it? A. August, 1928.

Q. How much do you value the property at? A. \$18,000.

Q. When you purchased this property, did you know whether or not it was subject to restriction? A. I did, I enquired from the party I bought from.

20 Q. What did he say? A. He said it was a very highly restricted neighborhood.

The Court: From whom did you buy?

The Witness: Frank Toriello.

Q. What did he tell you? A. He said it was very highly restricted.

Q. What did he mean? A. He said there was a permanent restriction.

30 Q. On how much— A. Not on my property, in that section.

Q. Section of Frances Street? A. Yes, sir. I mean on that map (indicating).

Q. What effect did it have on you purchasing it? A. It induced me to buy it.

Q. For what? A. For my home, residence.

Mr. Morrison: No questions.

**Exhibit C-1.**

This indenture, made the 17th day of March, in the year of our Lord One Thousand Nine Hundred and Thirty

Between Madeline Bachman, single, of the Village of Ridgefield Park, in the County of Bergen, and State of New Jersey, party of the first part; 10

And George W. Humphreys and Anne M. Humphreys, his wife, of the Township of Teaneck, in the County of Bergen, and State of New Jersey, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of One dollar and other valuable consideration, lawful money of the United States of America, to her in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to their heirs and assigns, forever, All that certain lot, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Teaneck, in the County of Bergen, and State of New Jersey, known and designated on a certain map filed in the Clerk's office of the County of Bergen on June 13, 1925 as map No. 2008 entitled "Rearrangement of lots 15 to 19 block 238, Teaneck, N. J. original map Phelps Estate number three, filed November, 1924, as map No. 1949 as and by lot No. 18 in said block No. 238. All as laid down on said map. 40

*Exhibit C-1.*

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

10 Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, their heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, their heirs and assigns forever:

20 And the said Madeline Bachman, single, for herself, her heirs, executors and administrators, does covenant, promise and agree to and with the said party of the second part, their heirs and assigns, that she has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof of the above entitled and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in  
30 any manner or way whatsoever.

In witness whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

MADELINE BACHMAN [L. S.]

Signed, sealed and delivered  
in the presence of  
JOSEPHINE DICKINSON.

40 Duly acknowledged, 3-17-30; duly recorded, 3-17-30; book 1710, page 47, in Bergen County Clerk's office.

**Exhibit C-2.**

This indenture, made the 5th day of October, in the year of our Lord One Thousand Nine Hundred and Twenty-one

Between, Julius P. Richter (single), of the Township of Teaneck, in the County of Bergen, and State of New Jersey, party of the first part; 10

And Mary P. Richter, of the Township of Teaneck, in the County of Bergen and State of New Jersey, party of the second part;

Witnesseth, that the said party of the first part, for and in consideration of One Dollar and other valuable considerations, lawful money of the United States of America, to him in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to her heirs and assigns, forever, All that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Teaneck, in the County of Bergen, and State of New Jersey. 20 30

The property hereby conveyed is described as follows:

Beginning at the corner formed by the intersection of the northerly line of Cedar Lane and the easterly line of a private road lying about one hundred and twenty-five (125) feet east of property of the West Shore Railroad and running from said 40

*Exhibit C-2.*

beginning point (1) Northerly, along the easterly line of said road, two hundred (200) feet; thence (2) Easterly, on a line parallel to Cedar Lane one hundred (100) feet; thence (3) Southerly, on a line parallel to the first course, two hundred (200) feet to the northerly line of Cedar Lane, and thence (4) Westerly, along the northerly line of Cedar Lane one hundred (100) feet to the point or place of beginning.

10 Subject to a mortgage of \$1,250 now on the said premises.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

20 Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and, of, in and to every part and parcel thereof,

To have and to hold, all and singular the above described land and premises, with 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:

30 And the said Julius P. Richter does for himself, his heirs, executors and administrators covenant and agree to and with the said party of the second part, her heirs and assigns, that he, the said, Julius P. Richter, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the

40

*Exhibit C-2.*

time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever: 10

And also that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid;

And also, that Julius P. Richter, with warrant, secure, and forever defend the said land and premises unto the said Mary P. Richter, her heirs and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrances whatsoever. 20

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

JULIUS P. RICHTER [L. S.]

Signed, sealed and delivered 30  
in the presence of  
GEORGE RICKMAKER.

Recorded, 10-6-21; book 1131, page 485.

**Exhibit C-3.**

The Estate of William Walter Phelps  
to  
Julius P. Richter

Deed dated April 25th, 1921

10

Recorded 5-11-21; Book 1113, page 165.

20

This indenture made the twenty-fifth day of April, One thousand nine hundred and twenty-one, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part, and Julius P. Richter, of the Township of Teaneck, in the County of Bergen, and State of New Jersey, party of the second part, witnesseth that in consideration of the sum of Three thousand dollars (\$3,000) lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part his heirs and assigns forever.

30

All that tract or parcel of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen, and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others to the party of the first part by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen in Book 955 of Deeds, pages 73 &c. The property hereby conveyed is described as follows: Beginning at the corner formed by the intersection of the northerly line of Cedar Lane and the easterly

40

line of a private road lying about one hundred and

*Exhibit C-3.*

twenty-five (125) feet east of property of the West  
 Shore Railroad and running from said beginning  
 point (1) northerly along the easterly line of said  
 road two hundred (200) feet; thence (2) easterly  
 on a line parallel to Cedar Lane one hundred (100)  
 feet; thence (3) southerly on a line parallel to the  
 first course two hundred (200) feet to the northerly  
 line of Cedar Lane and, thence (4) westerly along  
 the northerly line of Cedar Lane one hundred (100)  
 feet to the point or place of beginning. 10

To have and to hold said premises with the ap-  
 purtenances unto the party of the second part, his  
 heirs and assigns forever. And the said party of  
 the second part for himself, his heirs and assigns,  
 covenants and agrees with the party of the first  
 part, its successors and assigns that he, the said  
 party of the second part, his heirs or assigns, will  
 not at any time hereafter erect or cause or permit  
 to be erected upon the premises above described,  
 any dwelling house to cost less than Fifty-five hun-  
 dred dollars (\$5,500), and further will not erect or  
 cause or permit to be erected upon the said prem-  
 ises any stable or outbuilding except in the rear  
 thereof at least seventy-five (75) feet and not more  
 than one hundred (100) feet back from the north-  
 erly line of Cedar Lane and in the case the rear  
 portion of said property is hereafter cut into lots,  
 it is agreed that the same shall front on the street  
 which the party of the first part proposes to cut  
 through in the rear of the premises hereby conveyed  
 and any outbuildings erected on the said lots shall  
 be at least seventy-five (75) feet from the line of  
 said proposed street. And the said party of the  
 second part further agrees for himself, his heirs  
 and assigns that he or they will not at any time  
 hereafter erect or cause or permit any building on 20  
 30  
 40

*Exhibit C-3.*

said premises to be erected or used for the purpose  
 of or as a saloon hotel store market slaughter-house,  
 blacksmith shop, tanning factory or for any dan-  
 gerous, noxious or offensive purpose whatever with-  
 out the written consent of the party of the first  
 10 part, its successors or assigns. And it is expressly  
 agreed that the several covenants on the part of  
 the party of the second part above specified shall  
 attach to and run with the land and it shall be law-  
 ful not only for the party of the first part, its suc-  
 cessors and assigns but also for the owner or owners  
 of any property in the neighborhood of the prem-  
 ises hereinabove described deriving title from or  
 through said party of the first part to prosecute  
 20 any proceedings at law or in equity against the  
 party or parties violating said covenants, their  
 heirs, executors, administrators or assigns. And  
 the party of the first part doth covenant with the  
 party of the second part, his heirs and assigns that  
 it is lawfully seized of the said premises in fee  
 simple and has good right to convey the same that  
 the same is free from encumbrances that the party  
 of the second part, his heirs and assigns shall  
 quietly enjoy the same and that it will warrant and  
 30 defend the title to the same against all lawful  
 claims.

In witness whereof the party of the first part  
 has caused these presents to be signed by its Presi-  
 dent and its corporate seal to be hereto affixed the  
 day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)

By JOHN J. PHELPS, President.

Attest:

40 Signed, sealed and delivered  
 in the presence of  
 W. RAND JONES,  
 Secretary.

**Exhibit C-4.**

The Estate of William Walter Phelps  
to  
Johanne G. F. Schulze

Deed dated Oct. 1, 1923

Recorded 11-22-23; Book 1249, page 76.

10

This indenture made the first day of October, One thousand nine hundred and twenty-three, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part, and Johanne G. F. Schulze, of the Township of Teaneck, in the County of Bergen and State of New Jersey, party of the second part, witnesseth, that in consideration of the sum of One dollar and other good and valuable consideration, lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, her heirs and assigns forever.

20

All that tract or parcel of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part, by their deed dated January 1, 1917, and recorded in the Clerk's office of the said County of Bergen in Book 955 of deeds, page 73, &c. The property hereby conveyed is described as follows: Beginning at a point in the northerly line of Cedar Lane and in the easterly line of land nor or for-

30

40

*Exhibit C-4.*

merly of Julius P. Richter, said point being distant one hundred (100) feet southeasterly from the intersection of said northerly line of Cedar Lane with the easterly line of Heasley Avenue and running; thence (1) southeasterly along said northerly line of Cedar Lane one hundred and five and seven hundredths (105.07) feet; thence (2) northeasterly, at right angles with Cedar Lane, one hundred and ninety-six and sixty-eight hundredths (196.68) feet to the southerly line of Frances Street; thence (3) northwesterly parallel with Cedar Lane, along said southerly line of Frances Street, sixty-eight and seventy-seven hundredths (68.77) feet to said easterly line of land now or formerly of Julius P. Richter, and thence (4) southwesterly along said easterly line of Julius P. Richter, two hundred (200) feet to the point or place of beginning.

To have and to hold said premises with the appurtenances unto the party of the second part, her heirs and assigns forever. Subject however, to the following restrictions which shall attach to and run with the land viz: (1) Not more than two dwelling houses shall be erected on the premises above described and not more than one house on either street; (2) No dwelling house shall be erected to cost less than Fifty-five hundred dollars (\$5,500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected; (3) no garage or outbuilding shall be erected within sixty (60) feet of any street line unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of

40

*Exhibit C-4.*

or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever. And the said party of the first part doth covenant with the party of the second part, her heirs and assigns that it is lawfully seized of the said premises in fee simple and has good right to convey the same; that the same is free from encumbrances; that the party of the second part, her heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims. 10

In witness whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written. 20

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary. 30

**Exhibit C-5.**

The Estate of William Walter Phelps  
to  
Vincent F. Maginn

Deed dated April 11, 1925

10

Recorded 4-24-25; Book 1325, page 198.

20

This indenture made the eleventh day of April, one thousand nine hundred and twenty-five, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part and Vincent F. Maginn, of the Township of Teaneck, in the County of Bergen and State of New Jersey, party of the second part. Witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, his heirs and assigns forever.

30

All those tracts or parcels of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part by their deed dated January 1, 1917, and recorded in the Clerk's office of the said County of Bergen in book 955 of Deeds, pages 73 &c. The property hereby conveyed is described as follows: Being shown and designated as lots numbered four (4) and five (5) in block 238 on a map entitled

40

*Exhibit C-5.*

“Map of Property of Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.,” prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen on November 1st, 1924, as map No. 1949; said lots lying between Frances Street and Cedar Lane, and taken together, being 100 feet wide in front and rear and 196.68 feet in length on each side. 10

To have and to hold said premises with the appurtenances unto the party of the second part, his heirs and assigns forever. Subject however, to the following restrictions which shall attach to and run with the land viz: (1) Not more than one dwelling house shall be erected on each of the lots above described; (2) No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5,500) or to stand nearer than twenty-five (25) feet from any street line; this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereinafter erected; (3) No garage or outbuilding shall be erected within sixty (60) feet of any street line unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever. And the party of the first part doth covenant with the party of the second part, his heirs and assigns that it is lawfully seized of the said premises in fee simple and has good right to convey the same; that the same is free from encumbrances except as aforesaid; that the party of the second part, his heirs and assigns shall quietly enjoy the same and 30 40

*Exhibit C-5.*

that it will warrant and defend the title to the same against all lawful claims except as aforesaid.

In witness whereof the party of the first part has caused these presents to be signed by its president and its corporate seal to be hereto affixed the day  
10 and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

20

**Exhibit C-6.**

The Estate of William Walter Phelps  
to  
Edward M. Graffin and Margaret, his wife

Deed dated September 10, 1925  
30 Recorded 9-29-25; Book 1358, page 318.

This indenture made the tenth day of September, one thousand nine hundred and twenty-five, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part, and Edward M. Graffin and Margaret Graffin, his wife, of the Township of Teaneck, in the County of Ber-  
40

*Exhibit C-6.*

gen and State of New Jersey, party of the second part, witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, their heirs and assigns forever. 10

All that tract or parcel of land and premises, hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee and others, to the party of the first part by their deed dated January 1, 1917 and recorded in the Clerk's office of the said County of Bergen in Book 955 of Deeds, pages 73 &c. The property hereby conveyed is described as follows: 20  
 Being shown and designated as lot number six (6) in Block 238 on a map entitled, "Map of Property of the Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E., and filed in the office of the Clerk of the County of Bergen on November 1st, 1924 as Map No. 1949; said lot lying between Frances Street and Cedar Lane, and being 50 feet wide in front and rear and 196.68 feet in length on each side. 30

To have and to hold said premises with the appurtenances unto the party of the second part, their heirs and assigns forever. Subject however, to the following restrictions which shall attach to and run with the land viz: (1) Not more than one dwelling house shall be erected on the premises above described; (2) No dwelling house shall be erected to 40

*Exhibit C-6.*

cost less than fifty-five hundred dollars (\$5,500) or  
 to stand nearer than twenty-five (25) feet from any  
 street line; this latter restriction to apply to and  
 cover steps, piazzas, bay windows and other parts  
 of any dwelling hereafter erected; (3) No garage  
 10 or outbuilding shall be erected within sixty (60)  
 feet of any street line unless directly connected  
 with a dwelling house; (4) No building shall be  
 erected or used on said premises for the purpose of  
 or a saloon, hotel, store, market, gasoline and oil  
 service station, public garage, factory or for any  
 dangerous, noxious or offensive purpose whatever.

And the party of the first part doth covenant  
 with the party of the second part, their heirs and  
 assigns that it is lawfully seized of the said prem-  
 20 ises in fee simple and has good right to convey the  
 same; that the same is free from encumbrances ex-  
 cept as aforesaid; that the party of the second part,  
 their heirs and assigns shall quietly enjoy the same  
 and that it will warrant and defend the title to the  
 same against all lawful claims except as aforesaid.

In witness whereof the party of the first part has  
 caused these presents to be signed by its president  
 and its corporate seal to be hereto affixed the day  
 30 and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
 By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered

in the presence of

W. RAND JONES,

Secretary.

40

**Exhibit C-7.**

The Estate of William Walter Phelps  
to  
Martha Polyblank

Deed dated June 26 1924

Recorded 7-23-24; Book 1279, page 559.

10

This Indenture made the twenty-sixth day of June, one thousand nine hundred and twenty-four, between The Estate of William Walter Phelps, a corporation organized, under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part, and Martha Polyblank, of Congers, in the County of Rockland, and State of New York, party of the second part, witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, her heirs and assigns forever.

20

All that tract or parcel of land and premises hereinafter particularly described, situate, in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part, by their deed dated January 1, 1917, and recorded in the Clerk's office of the said County of Bergen in Book 955 of Deeds, pages 73 &c. The property hereby conveyed is described as follows: Being lot number seven (7) in Block C on a map entitled "Map of Property of the Est. of W. W.

30

40

*Exhibit C-7.*

Phelps, Teaneck Development, Teaneck, N. J.," said lot being more particularly described as follows: Beginning at a point in the northerly line of Cedar Lane, distant five hundred, eighty-one and thirty-six hundredths (581.36) feet northwesterly from the intersection of said northerly line of Cedar Lane with the westerly line of Westfield Avenue; and running thence (1) northeasterly, at right angles with Cedar Lane, one hundred ninety-six and sixty-eight hundredths (196.68) feet to the southerly line of Frances Street; thence (2) northwesterly parallel with Cedar Lane, along said southerly line of Frances Street, fifty (50) feet; thence (3) southwesterly, parallel with the first course, one hundred ninety-six and sixty-eight hundredths (196.68) feet to the northerly line of Cedar Lane, and thence (4) southeasterly, along said northerly line of Cedar Lane, fifty (50) feet to the point or place of beginning.

To have and to hold said premises with the appurtenances unto the party of the second part, her heirs and assigns forever. Subject however, to the following restrictions which shall attach to and run with the land viz. (1) Not more than one dwelling house shall be erected on the premises above described; (2) No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5,500) or to stand nearer than twenty-five (25) feet from any street line; this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected; (3) No garage or outbuilding shall be erected within sixty (60) feet of any street line unless directly connected with a dwelling house; (4) No building

*Exhibit C-7.*

shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatsoever. And the party of the first part doth covenant with the party of the second part, her heirs and assigns, that it is lawfully seized of the said premises in fee simple and has good right to convey the same that the same is free from encumbrances except as aforesaid; that the party of the second part, her heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid. 10

In witness whereof the party of the first part has caused these presents to be signed by its vice-president and its corporate seal to be hereto affixed the day and year first above written. 20

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By WILLIAM WALTER PHELPS, Vice-President.

Attest:

Signed, sealed and delivered  
in the presence of 30  
W. RAND JONES,  
Secretary.

**Exhibit C-8.**

The Estate of William Walter Phelps  
to  
Fredericka Neddersen.

Deed Dated Mar. 11, 1925.

10

Recorded 3-23-25; Book 1321 page 187.

20

This indenture, made the eleventh day of March, one thousand nine hundred and twenty-five, between The Estate of William Walter Phelps, a corporation organized under the laws of the State of New Jersey, having its principal office in Hackensack in said State, party of the first part, and Fredericka Neddersen of the Township of Teaneck, in the County of Bergen and State of New Jersey, party of the second part. Witnesseth, That in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part her heirs and assigns forever;

30

All that tract or parcel of land and premises, hereinafter particularly described, situate, in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen in book 955 of deeds, pages 73, &c. The property hereby conveyed is described as follows: Being shown and designated as lot num-

40

*Exhibit C-8.*

ber eight (8) in block 238 on a map entitled, "Map of Property of the Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen on November 1st, 1924, as Map No. 1949; Said lot lying between Frances Street and Cedar Lane, and being 50 feet wide in front and rear and 196-68 feet in length on each side.

10

To have and to hold said premises with the appurtenances unto the party of the second part her heirs and assigns forever. Subject however to the following restrictions which shall attach to and run with the land viz: (1) Not more than one dwelling house shall be erected on the premises above described; (2) No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected; (3) No garage or outbuilding shall be erected within sixty (60) feet of any street line unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever. And the party of the first part doth covenant with the party of the second part her heirs and assigns that it is lawfully seized of the said premises in fee simple and has good right to convey the same; that the same is free from encumbrances except as aforesaid; that the party of the

20

30

40

*Exhibit C-8.*

second part her heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid.

10 In witness whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:

20 Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

---

**Exhibit C-9.**

30 The Estate of William Walter Phelps  
to  
Anne Simmons

Deed dated Mar. 11, 1925.

Recorded 3-25-25; Book 1326 page 258.

40 This indenture made the eleventh day of March, one thousand nine hundred and twenty-five, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack

*Exhibit C-9.*

in said State, party of the first part, and Anne Simmons, of the City of Hackensack, in the County of Bergen and State of New Jersey, party of the second part, witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, her heirs and assigns forever. 10

All that tract or parcel of land and premises, hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen in book 955 of Deeds pages 73, &c. The property hereby conveyed is described as follows: Being shown and designated as lot number nine (9) in block 238 on a map entitled "Map of Property of the Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J." prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen on November 1st, 1924 as Map No. 1949; said lot lying between Frances Street and Cedar Lane, and being 50 feet wide in front and rear and 196.68 feet in length on each side. 20 30

To have and to hold said premises with the appurtenances unto the party of the second part, her heirs and assigns forever. Subject however, to the following restrictions which shall attach to and run with the land viz; (1) Not more than one 40

*Exhibit C-9.*

dwelling house shall be erected on the premises above described; (2) No dwelling house shall be erected to cost less than fifty five hundred dollars (\$5500), or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows, and other parts of any dwelling hereafter erected; (3) No garage or outbuilding shall be erected within sixty (60) feet of any street line, unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of, or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory, or for any dangerous, noxious or offensive purpose whatever. And the party of the first part doth covenant with the party of the second part, her heirs and assigns that it is lawfully seized of the said premises in fee simple and has good right to convey the same; that the same is free from encumbrances except as aforesaid; that the party of the second part, her heirs and shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid.

In witness whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)

By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered

in the presence of

W. RAND JONES,

Secretary.

**Exhibit C-10.**

The Estate of William Walter Phelps  
to  
Evelyn Murphy

Deed dated Mar. 3, 1927.

Recorded 3-7-27; Book 1476 page 461.

This indenture made the third day of March, one thousand nine hundred and twenty-seven, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack in said State, party of the first part, and Evelyn Murphy, of the Borough of Dumont in the County of Bergen and State of New Jersey, party of the second part, witnesseth that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, her heirs and assigns forever.

All those tracts or parcels of land and premises, hereinafter particularly described, situate in the Township of Teaneck in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part, by their deed dated January 1, 1917, and recorded in the Clerk's office of the said County of Bergen in Book 955 of Deeds, pages 73, &c. The property hereby conveyed is described as follows: Being shown and designated as lots numbered ten (10) and eleven (11) in Block numbered

10

20

30

40

*Exhibit C-10.*

Two hundred thirty-eight (238), on a certain map entitled "Map of Property of the Est. of W. W. Phelps, Teaneck Development, Section No. Three, Teaneck, N. J., prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen on November 1st, 1924 as Map No. 1949. Said lots lying between Frances Street and Cedar Lane, and taken together being 100 feet wide in front and rear and 196.68 feet in length on each side.

To have and to hold said premises with the appurtenances unto the party of the second part her heirs and assigns. Subject however to the following restrictions which shall attach to and run with the land, viz; (1) Not more than one dwelling house shall be erected on each of the lots above described; (2) No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500) or to stand nearer than twenty-five (25) feet from any street line this latter restriction to apply to and cover steps piazzas bay windows and other parts of any dwelling hereinafter erected; (3) No garage or outbuilding shall be erected within sixty (60) feet of any street line unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever. And the party of the first part doth covenant with the party of the second part her heirs and assigns that it is lawfully seized of the said premises in fee simple and has good right to convey the same; that the same is free from encum-

*Exhibit C-10.*

branches except as aforesaid; that the party of the second part, her heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid.

In witness whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written. 10

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered  
in the presence of 20  
W. RAND JONES,  
Secretary.

---

**Exhibit C-11.**

The Estate of William Walter Phelps  
to  
William Jahnel and Wilhelmine D his wife 30

Deed dated March 10, 1924.

Recorded 4-2-24; Book 1262 page 65.

This indenture made the tenth day of March, one thousand nine hundred and twenty four, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New 40

*Exhibit C-11.*

Jersey, having its principal office in Hackensack in said State, party of the first part, and William Jahnel and Wilhelmine D Jahnel his wife of the Township of Teaneck in the County of Bergen and State of New Jersey, party of the second part, witnesseth that in consideration of the sum of one  
10 dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, their heirs and assigns forever.

All that tract or parcel of land and premises, hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same  
20 property which was conveyed by John J. Phelps, Executor and Trustee and others, to the party of the first part by their deed dated January 1, 1917 and recorded in the Clerk's Office of the said County of Bergen in Book 955 of Deeds, pages 73, &c. The property hereby conveyed is described as follows: Being lots numbered twelve, (12), thirteen (13) and fourteen (14) in block C on a map entitled  
30 "Map of Property of the Est. of W. W. Phelps, Teaneck Development, Teaneck, N. J.," said lots taken together being more particularly described as follows: Beginning at a point in the northerly line of Cedar Lane, distant two hundred and thirty one and thirty six hundredths (231.36) feet northwesterly along the same from the intersection of said northerly line of Cedar Lane with the westerly line of Westfield Avenue, and running thence (1) northeasterly at right angles with Cedar Lane, one  
40 hundred and ninety-six and sixty-eight hundredths

*Exhibit C-11.*

(196.68) feet to the southerly line of Frances Street; thence (2) northwesterly parallel with Cedar Lane, along said southerly line of Frances Street, one hundred and fifty (150) feet; thence (3) southwesterly parallel with the first course, one hundred and ninety-six and sixty-eight hundredths (196.68) feet to the northerly line of Cedar Lane, and thence (4) southeasterly along said northerly line of Cedar Lane, one hundred and fifty (150) feet to the point or place of beginning. 10

To have and to hold said premises with the appurtenances unto the party of the second part, their heirs and assigns forever. Subject, however, to the following restrictions which shall attach to and run with the land viz; (1) Not more than three dwelling houses shall be erected on the property above described and not more than one house on each of the above mentioned lots; (2) No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected; (3) No garage or outbuilding shall be erected within sixty (60) feet of any street line unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of or a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever. And the party of the first part doth covenant with the party of the second part, their heirs and assigns that it is lawfully seized of the said premises in fee simple and 40

*Exhibit C-11.*

has good right to convey the same; that the same is free from encumbrances that the party of the second part, their heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims.

10 In Witness Whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:

20 Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

---

**Exhibit C-12.**

30 The Estate of William Walter Phelps  
to  
Gustav Casper.

Deed dated March 9, 1925

Recorded 4-3-25; Book 1317 page 478.

40 This indenture made the ninth day of March, one thousand nine hundred and twenty-five, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New

*Exhibit C-12.*

Jersey, having its principal office in Hackensack in said State, party of the first part, and Gustav Casper of the Township of Teaneck, in the County of Bergen and State of New Jersey, party of the second part, witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, his heirs and assigns forever.

All that tract or parcel of land and premises, hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee and others to the party of the first part and their deed dated January 1, 1917 and recorded in the Clerk's Office of the said County of Bergen in Book 955 of deeds, pages 73, &c. The property hereby conveyed is described as follows: Being shown and designated as lot number fifteen (15) in block 238 on a map entitled, "Map of property of the Est. of W. W. Phelps, Teaneck Development, Section No. 3 Teaneck, N. J." prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen on November 1st, 1924 as Map No. 1949; said lot lying between Frances Street and Cedar Lane, and being 50 feet wide in front and rear and 196.68 feet length on each side.

To have and to hold said premises with the appurtenances unto the party of the second part, his heirs and assigns forever. Subject however to the following restrictions which shall attach to and

*Exhibit C-12.*

run with the land, viz; (1) Not more than one dwelling house shall be erected on the premises above described; (2) No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps piazzas, bay windows and other parts of any dwelling hereafter erected; (3) No garage or outbuilding shall be erected within sixty (60) feet of any street line, unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever.

And the party of the first part doth covenant with the party of the second part, his heirs and assigns that it is lawfully seized of the said premises in fee simple and has good right to convey the same; and that the same is free from encumbrances except as aforesaid; that the party of the second part, his heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid.

In witness whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:  
40 Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

**Exhibit C-13.**

The Estate of William Walter Phelps  
to  
Gustav Casper.

Deed dated January 2, 1925

10

Recorded 4-16-25; Book 1325 page 85

This indenture made the second day of January, one thousand nine hundred and twenty-five, between The Estate of William Walter Phelps, a corporation organized under the laws of the State of New Jersey, having its principal office in Hackensack in said State, party of the first part, and Gustav Casper of the Township of Teaneck, in the County of Bergen and State of New Jersey, party of the second part, Witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, his heirs and assigns forever.

20

All those tracts or parcels of land and premises hereinafter particularly described, situate, in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executors and trustee, and other, to the party of the first part, by their deed dated January 1, 1917, and recorded in Clerk's Office of the said County of Bergen in Book 955 of Deeds, pages 73, &c. The property hereby conveyed is described as follows: Being shown and designated as lots numbered sixteen (16), Seventeen (17), Eighteen (18), and

30

40

*Exhibit C-13.*

Nineteen (19), in Block 238 on a map entitled "Map of property of the Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J." prepared by Joseph W. Stagg, C. E., and filed in the office of the Clerk of the County of Bergen on November 1st, 1924, as Map No. 1949.

To have and to hold said premises with the appurtenances unto the party of the second part, his heirs and assigns forever; Subject however to the following restrictions which shall attach to and run with the land, viz.: (1) Not more than four dwelling houses shall be erected on the premises above described. (2) No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500), or to stand nearer than twenty-five (25) feet from the line of the street on which said property fronts, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. (3) No garage or outbuilding shall be erected within seventy-five (75) feet from the line of the street on which said property fronts unless directly connected with a dwelling house. (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory, or for any dangerous, noxious or offensive purpose whatever. And the party of the first part doth covenant with the party of the second part, his heirs and assigns, that it is lawfully seized of the said premises in fee simple and has good right to convey the same, that the same is free from encumbrances except as aforesaid, that the party of the second part, his heirs and assigns shall quietly enjoy the same and that it

*Exhibit C-13.*

will warrant and defend the title to the same against all lawful claims except as aforesaid.

In witness whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written.

10

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)

By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

20

---

**Exhibit C-14.**

The Estate of William Walter Phelps  
to  
Unity Home Builders, Inc.

Deed dated Jan. 13, 1926

30

Recorded 1-16-26; Book 1372, page 272.

This indenture made the thirteenth day of January, one thousand nine hundred and twenty-six, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part, and Unity Home Builders, Inc., a corporation of the State of New Jersey, having its principal office in the City

40

*Exhibit C-13.*

of Hackensack, in the County of Bergen and State of New Jersey, party of the second part, witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, its successors and assigns forever.

10 All those tracts or parcels of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part, by their deed dated January 1, 1917, and recorded in the Clerk's office of the said County of Bergen in book 955 of deeds, pages 73 &c. The property hereby conveyed is described as follows: First Lot. Being shown and designated as lot number fifteen (15) in block 238-A on a map entitled "Map of Property of The Est. of W. W. Phelps, Teaneck Development, Section No. 2, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E., and filed in the office of the Clerk of the County of Bergen on July 17th, 1923, as Map No. 1852.

20 30 Second Lot. Being shown and designated as lot number sixteen (16) in block 238-A on a map entitled "Map of Property of The Est. of W. W. Phelps, Teaneck Development Section No. 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E., and filed in the office of the Clerk of the County of Bergen on November 1st, 1924 as Map No. 1949.

40 To have and to hold said premises with the appurtenances unto the party of the second part, its successors and assigns forever. Subject however,

*Exhibit C-14.*

to the following restrictions which shall attach to and run with the land viz: (1) No dwelling house shall be erected upon the premises above described to cost less than fifty-five hundred dollars (\$5,500) or to stand nearer than twenty-five (25) feet from the line of the street on which said property fronts; 10  
 this latter restriction to apply to and cover steps, piazzas, by windows and other parts of any dwelling hereafter erected; (2) No stable garage or out-building shall be erected within one hundred (100) feet from the line of the street on which said property fronts; (3) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever. And 20  
 the party of the first part doth covenant with the party of the second part, its successors and assigns that it is lawfully seized of the said premises in fee simple and has good rights to convey the same; that the same is free from encumbrances except as aforesaid; that the party of the second part, its successors and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid. 30

In witness whereof the party of the first part has caused these presents to be signed by its president and its corporate seal to be hereto affixed the day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)

By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered

in the presence of

W. RAND JONES,

Secretary.

**Exhibit C-15.**

The Estate of William Walter Phelps  
to  
George F. W. Schulze

Deed dated June 26, 1925

10

Recorded 7-22-25; Book 1340, page 623.

20

This indenture made the twenty-sixth day of June, one thousand nine hundred and twenty-five, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part, and George F. W. Schulze, of the Township of Teaneck, in the County of Bergen and State of New Jersey, party of the second part, witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration, lawful money of the United States, the said party of the first part doth grant, bargain, sell, release, and convey unto the said party of the second part, his heirs and assigns forever.

30

All those tracts or parcels of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part, by their deed dated January 1, 1917, and recorded in the Clerk's office of the said County of Bergen in Book 955 of deeds, pages 73 &c. The property hereby conveyed is described as follows: Being shown and designated as lots numbered

40

*Exhibit C-15.*

seventeen (17) and eighteen (18) in Block 238-A on a map entitled "Map of Property of The Est. of W. W. Phelps, Teaneck Development Section No. 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E., and filed in the office of the Clerk of the County of Bergen on November 1st, 1924, as Map No. 1949. 10

To have and to hold said premises with the appurtenances unto the party of the second part, his heirs and assigns forever. Subject however, to the following restrictions which shall attach to and run with the land viz: (1) Not more than two dwelling houses shall be erected on the premises above described; (2) No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5,500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas bay windows and other parts of any dwelling hereafter erected; (3) No garage or outbuilding shall be erected within seventy-five (75) feet from any street line unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory, or for any dangerous, noxious or offensive purpose whatever. And the party of the first part doth covenant with the party of the second part, his heirs and assigns; that it is lawfully seized of the said premises in fee simple and has good right to convey the same and that the same is free from encumbrances except as aforesaid; that the party of the second part, his heirs and assigns shall quietly enjoy the same and that it will warrant and defend 20  
30  
40

*Exhibit C-16.*

the title to the same against all lawful claims except as aforesaid.

In witness whereof the party of the first part has caused these presents to be signed by its president and its corporate seal to be hereto affixed the day  
10 and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

20

**Exhibit C-16.**

The Estate of William Walter Phelps  
to  
Marie Hummel

Deed dated April 6, 1927

30

Recorded 4-21-27; Book 1489 page 1.

This indenture made the sixth day of April, one thousand nine hundred and twenty-seven, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack in said State, party of the first part, and Marie  
40 Hummel of Haverstraw in the County of Rockland

*Exhibit C-16.*

and State of New York party of the second part, witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, her heirs and assigns forever. 10

All those tracts or parcels of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part, by their deed dated January 1, 1917, and recorded in the Clerk's office of the said County of Bergen in Book 955 of deeds, pages 73 &c. The property hereby conveyed is described as follows: 20  
 Being shown and designated as lots numbered nineteen (19), in Block numbered two hundred thirty-eight-A (238-A) on a map entitled "Map of Property of the Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E., and filed in the office of the Clerk of the County of Bergen on November 1st, 1924, as Map No. 1949; said lot fronting on the northerly side of Frances Street, and being 50 feet wide in front and rear and 150 feet in length on each side. 30

To have and to hold said premises with the appurtenances unto the party of the second part, his heirs and assigns forever. Subject however, to the following restrictions which shall attach to and run with the land viz: (1) Not more than two dwelling houses shall be erected on the premises above 40

*Exhibit C-16.*

described; (2) No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5,500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas bay windows and other parts of any dwelling hereafter erected; (3) No garage or outbuilding shall be erected within seventy-five (75) feet from any street line unless directly connected with a dwelling house; (4) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory, or for any dangerous, noxious or offensive purpose whatever. And the party of the first part doth covenant with the party of the second part, her heirs and assigns; that it is lawfully seized of the said premises in fee simple and has good right to convey the same and that the same is free from encumbrances except as aforesaid; that the party of the second part, his heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid.

In witness whereof the party of the first part has caused these presents to be signed by its president and its corporate seal to be hereto affixed the day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

**Exhibit C-17.**

The Estate of William Walter Phelps  
to  
Alexander R. Boas and Virginia his wife.

Deed dated December 3, 1924.

10

Recorded 12-6-24; Book 1298 page 372.

This indenture made the third day of December one thousand nine hundred and twenty-four, Between The Estate of William Walter Phelps, a corporation organized under the laws of the State of New Jersey, having its principal office in Hackensack in said State, party of the first part; And Alexander R. Boas and Virginia Boas his wife, of the City of Englewood, in the County of Bergen and State of New Jersey, party of the second part; Witnesseth that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part their heirs and assigns forever

20

All those tracts or parcels of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executors and Trustee, and others, to the party of the first part, by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen in Book 955 of Deeds, pages 73, &c. The property hereby conveyed is described as follows: Being shown and designated as lots num-

30

40

*Exhibit C-17.*

bered twenty (20) and twenty-one (21) in Block 238-B on a map entitled "Map of Property of The Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen on November 1st, 1924, as Map No. 1949; said lots fronting on the northerly side of Frances Street, and taken together being 100 feet wide in front and rear and 150 feet in length on each side.

To have and to hold said premises with the appurtenances unto the party of the second part their heirs and assigns forever; Subject, however, to the following restrictions which shall attach to and run with the land, viz:

1. Not more than one dwelling house shall be erected on each of the lots above described;
2. No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected;
3. No garage or outbuilding shall be erected within seventy-five (75) feet from the northerly line of Frances Street, unless directly connected with a dwelling house;
4. No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever; And the party of the first part doth covenant with the party of the second part their heirs and assigns that it is law-

*Exhibit C-17.*

fully seized of the said premises in fee simple and has good right to convey the same that the same is free from encumbrances except as aforesaid that the party of the second part their heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid; 10

In witness whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest: 20

Signed, sealed and delivered  
in the presence of  
R. RAND JONES,  
Secretary.

---

**Exhibit C-18.**

The Estate of William Walter Phelps 30  
to  
John R. Outwater.

Deed dated Apr. 22, 1925.

Recorded 4-30-25; Book 1318, page 424.

This indenture made the twenty-second day of April one thousand nine hundred and twenty-five 40

*Exhibit C-18.*

Between The Estate of William Walter Phelps, a corporation organized under the laws of the State of New Jersey, having its principal office in Hackensack in said State, party of the first part And John R. Outwater, of the City of Hackensack, in the County of Bergen and State of New Jersey, party of the second part; Witnesseth that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part his heirs and assigns forever

20 All that tract or parcel of land and premises hereinafter particularly described situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being part of the same property which was conveyed by John J. Phelps, Executor and Trustee and others to the party of the first part by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen, in Book 955 of deeds, pages 73, &c. The property hereby conveyed is described as follows:

30 Being shown and designated as lot number twenty-two (22), block 238-A on a map entitled "Map of Property of the Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen, on November 1st, 1924, as Map No. 1949; Said lot fronting on the northerly side of Frances Street, and being 50 feet wide in front and rear and 150 feet in length on each side.

40

*Exhibit C-18.*

To have and to hold said premises with the appurtenances unto the party of the second part his heirs and assigns forever; Subject, however, to the following restrictions, which shall attach to and run with the land, viz:

1. Not more than one dwelling house shall be erected on the premises above described; 10

2. No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected; 20

3. No garage or outbuilding shall be erected within seventy-five feet from the northerly line of Frances Street, unless directly connected with a dwelling house; 20

4. No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever; And the party of the first part doth covenant with the party of the second part his heirs and assigns that it is lawfully seized of the said premises in fee simple and has good right to convey the same that the same is free from encumbrances except as aforesaid that the party of the second part his heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid. 30

*Exhibit C-18.*

In witness whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written.

- 10 THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:  
Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

20

---

**Exhibit C-19.**

The Estate of William Walter Phelps  
to  
Madaline Emerson.

Deed dated May 12, 1925.

- 30 Recorded 5-18-25; Book 1330, page 351.

This indenture made the twelfth day of May one thousand nine hundred and twenty-five, Between The Estate of William Walter Phelps, a corporation organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part, And Madaline Emerson, of the Village of Ridgefield Park, in the County of Bergen and State of New Jersey, party

40

*Exhibit C-19.*

of the second part; Witnesseth that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part her heirs and assigns forever,

10

All that tract or parcel of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee and others to the party of the first part by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen, in Book 955 of deeds, pages 73, &c. The property hereby conveyed is described as follows: Being shown and designated as lot number twenty-three (23) in block 238-B on a map entitled "Map of Property of the Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen on November 1st, 1924, as Map No. 1949; said lot fronting on the northerly side of Frances Street, and being 50 feet wide in front and rear and 150 feet in length on each side.

20

30

To have and to hold said premises with the appurtenances unto the party of the second part her heirs and assigns forever; Subject, however, to the following restrictions which shall attach to and run with the land, viz: (1) Not more than one dwelling house shall be erected on the premises above described; (2) No dwelling house shall be erected to cost less than fifty-five hundred dollars

40

*Exhibit C-19.*

( \$5500 ) or to stand nearer than twenty-five ( 25 ) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected; ( 3 )  
10 No garage or outbuilding shall be erected within seventy-five ( 75 ) feet from the northerly line of Frances Street unless directly connected with a dwelling house; ( 4 ) No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever. And the party of the first part doth covenant with the party of the second part her heirs and assigns that  
20 it is lawfully seized of the said premises in fee simple and has good right to convey the same that the same is free from encumbrances except as aforesaid; that the party of the second part her heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same

In witness whereof the said party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written.

30

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)

By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

40

**Exhibit C-20.**

The Estate of William Walter Phelps  
to  
Harry J. Langeley and Bertha W., his wife.

Deed dated September 29, 1924.

10

Recorded 11-13-24; Book 1293, page 648.

This indenture made the twenty-ninth day of September, one thousand nine hundred and twenty-four, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack in said State, party of the first part, and Harry J. Langeley and Bertha W. Langeley, his wife, of the City of Hackensack, in the County of Bergen and State of New Jersey, party of the second part; Witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration, lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, their heirs and assigns forever;

20

All that tract or parcel of land and premises, hereinafter particularly described, situate in the Township of Teaneck in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee and others, to the party of the first part, by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen in book 955 of deeds, page 73, &c. The property conveyed is described as follows: Being lot number twenty-four (24) in block B on a map

30

40

*Exhibit C-20.*

entitled "Map of Property of the Est. of W. W. Phelps, Teaneck Development, Teaneck, N. J.;" said lot being more particularly described as follows: Beginning at a point in the northerly line of Frances Street, distant four hundred, eighteen and forty hundredths (418.40) feet northwesterly, parallel with Cedar Lane, from the intersection of said northerly line of Frances Street with the westerly line of Westfield Avenue; and running thence (1) northeasterly, at right angles with said Frances Street, one hundred and fifty (150) feet; thence (2) northwesterly, parallel with Frances Street, fifty (50) feet; thence (3) southwesterly, parallel with the first course, one hundred and fifty (150) feet to the northerly line of Frances Street and thence (4) southeasterly, along said northerly line of Frances Street fifty (50) feet to the point or place of beginning.

To have and to hold said premises with the appurtenances unto the party of the second part, their heirs and assigns forever. Subject however, to the following restrictions which shall attach to and run with the land, viz.: 1. Not more than one dwelling house shall be erected on the premises above described. 2. No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500), or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. 3. No garage or outbuilding shall be erected within seventy-five (75) feet from the northerly line of Frances Street unless directly connected with a dwelling house. 4. No building shall be erected or

*Exhibit C-20.*

used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever, and the party of the first part doth covenant with the party of the second part, their heirs and assigns that it is lawfully seized of the said premises in fee simple and has good right to convey the same; that the same is free from encumbrances except as aforesaid, that the party of the second part, their heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid. 10

In witness whereof, the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed, the day and year first above written. 20

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary. 30

**Exhibit C-21.**

The Estate of William Walter Phelps  
to  
Arthur J. Richards and Mabelle, his wife.

Deed dated February 27, 1924.

10

Recorded 3-11-24; Book 1258, page 284.

20

This indenture, made the twenty-seventh day of February, one thousand nine hundred and twenty-four, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part, and Arthur J. Richards and Mabelle Richards, his wife, of the City of New York, party of the second part; Witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration, lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part, their heirs and assigns forever;

30

All that tract or parcel of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee and others to the party of the first part by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen in book 955 of deeds, pages 73, &c. The property hereby conveyed is described as follows: Being lot number twenty-five (25) in block B on a map entitled: "Map of Property of the Est. of W.

40

*Exhibit C-21.*

W. Phelps Teaneck Development, Teaneck, N. J.", said lot being more particularly described as follows: Beginning at a point in the northerly line of Frances Street, distant four hundred sixty-eight and forty hundredths (468.40) feet northwesterly parallel with Cedar Lane from the intersection of said northerly line of Frances Street with the westerly line of Westfield Avenue; and running thence (1) northeasterly, at right angles with said Frances Street, one hundred and fifty (150) feet; thence (2) northwesterly, parallel with Frances Street, fifty (50) feet; thence (3) southwesterly, parallel with the first course one hundred and fifty (150) feet to the northerly line of Frances Street and thence (4) southeasterly, parallel with Cedar Lane, along said northerly line of Frances Street, fifty (50) feet to the point or place of beginning.

To have and to hold said premises with the appurtenances unto the party of the second part, their heirs and assigns forever. Subject however, to the following restrictions which shall attach to and run with the land, viz.: 1. Not more than one dwelling house shall be erected on the premises above described. 2. No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. 3. No garage or outbuilding shall be erected within seventy-five (75) feet from the northerly line of Frances Street, unless directly connected with a dwelling house. 4. No building shall be erected or used on said premises for the purpose of or as a

*Exhibit C-21.*

saloon, hotel, store, market, gasoline and oil service station, public garage, factory, or for any dangerous, noxious or offensive purpose whatever;

10 And the party of the first part doth covenant with the party of the second part, their heirs and assigns, that it is lawfully seized of the said premises in fee simple and has good right to convey the same; that the same is free from encumbrances; that the party of the second part, their heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims.

20 In witness whereof, the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
30 Secretary.

**Exhibit C-22.**

The Estate of William Walter Phelps  
to  
Emil Ibach and Josephine, his wife.

Deed dated April 28, 1925.

10

Recorded 5-5-25; Book 1325, page 526.

This indenture, made the twenty-eighth day of April, one thousand nine hundred and twenty-five, between The Estate of William Walter Phelps, a corporation, organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part, and Emil Ibach and Josephine Ibach, his wife, of the Borough of Bogota, in the County of Bergen and State of New Jersey, party of the second part; Witnesseth that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part their heirs and assigns forever

20

All that tract or parcel of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen, in Book 955 of Deeds, pages 73, &c. The property hereby conveyed is described as follows: Being shown and designated as lot number twenty-

30

40

*Exhibit C-22.*

10 six (26) and the easterly one-half lot number  
twenty-seven (27) in Block 238-A on a map en-  
titled "Map of Property of the Est. of W. W.  
Phelps, Teaneck Development, Section No. 3, Tea-  
neck, N. J.," prepared by Joseph W. Stagg, C. E.  
and filed in the office of the Clerk of the County of  
Bergen on November 1st, 1924, as Map No. 1949;  
more particularly described as follows: Beginning  
at the southeasterly corner of lot number twenty-  
six (26) above mentioned, and running thence (1)  
Northerly, along the easterly line of said lot num-  
ber twenty-six (26), one hundred fifty (150) feet;  
thence (2) Westerly, along the northerly line of lot  
number twenty-six (26) and the northerly line of  
20 lot number twenty-seven (27), seventy-five (75)  
feet; thence (3) Southerly, parallel with the first  
course, one hundred fifty (150) feet to the north-  
erly line of Frances Street; and thence (4) East-  
erly, along the northerly line of Frances Street,  
seventy-five (75) feet to the point or place of be-  
ginning.

To have and to hold said premises with the ap-  
purtenances unto the party of the second part their  
heirs and assigns forever; Subject, however, to the  
30 following restrictions which shall attach to and run  
with the land, viz: (1) Not more than one dwelling  
house shall be erected on the property conveyed (2)  
No dwelling house shall be erected to cost less than  
fifty-five hundred dollars (\$5500) or to stand nearer  
than twenty-five (25) feet from any street line, this  
latter restriction to apply to and cover steps,  
piazzas, bay windows and other parts of any dwell-  
ing hereafter erected (3) No garage or outbuilding  
40 shall be erected within seventy-five (75) feet from

*Exhibit C-22.*

the northerly line of Frances Street unless directly  
 connected with a dwelling house (4) No building  
 shall be erected or used on said premises for the  
 purpose of or as a saloon, hotel, store, market, gaso-  
 line and oil service station, public garage, factory  
 or for any dangerous noxious or offensive purpose  
 whatever; and the party of the first part doth cove- 10  
 nant with the party of the second part their heirs  
 and assigns; that it is lawfully seized of the said  
 premises in fee simple and has good right to con-  
 vey the same that the same is free from encum-  
 brances except as aforesaid that the party of the  
 second part their heirs and assigns shall quietly  
 enjoy the same and that it will warrant and defend  
 the title to the same against all lawful claims ex- 20  
 cept as aforesaid.

In witness whereof the party of the first part has  
 caused these presents to be signed by its President  
 and its corporate seal to be hereto affixed the day  
 and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
 By JOHN J. PHELPS, President.

Attest: 30  
 Signed, sealed and delivered  
 in the presence of  
 W. RAND JONES,  
 Secretary.

**Exhibit C-23.**

The Estate of William Walter Phelps  
to  
Elizabeth Thesz.

Deed dated January 7, 1927.

10

Recorded 1-13-27; Book 1472, page 107.

20

This indenture made the seventh day of January one thousand nine hundred and twenty-seven between The Estate of William Walter Phelps, a corporation organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part and Elizabeth Thesz of the City of New York, in the County of Bronx and State of New York, party of the second part; Witnesseth that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part her heirs and assigns forever,

30

All that tract or parcel of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part, by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen, in book 955 of Deeds, pages 73, &c. The property hereby conveyed is described as follows: Being shown and designated as lot number twenty-eight (28) and the westerly one-half of lot number

40

twenty-seven in block 238-A on a map entitled "Map

*Exhibit C-23.*

of Property of the Estate of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J." prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen on November 1st, 1924, as map No. 1949; more particularly described as follows: Beginning at the south- 10  
westerly corner of lot number twenty-eight (28) above mentioned, and running thence (1) northerly, along the westerly line of said lot number twenty-eight, one hundred fifty feet (150); thence (2) easterly, along the northerly line of lot number twenty-eight and the northerly line of lot number twenty-seven (27), seventy-five (75) feet; thence (3) southerly, parallel with the first course, one hundred fifty (150) feet to the northerly line of Frances Street; and thence (4) westerly, along the 20  
northerly line of Frances Street, seventy-five (75) feet to the point or place of beginning.

To have and to hold said premises with the appurtenances unto the party of the second part her heirs and assigns forever; Subject, however, to the following restrictions which shall attach to and run with the land, viz:

1. Not more than one dwelling house shall be erected on the property hereby conveyed; 30
2. No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected;
3. No garage or outbuilding shall be erected within seventy-five (75) feet from the northerly line of Frances Street, unless directly connected with a 40  
dwelling house;

*Exhibit C-23.*

4. No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever.

10 And the party of the first part doth covenant with the party of the second part her heirs and assigns that it is lawfully seized of the said premises in fee simple and has good right to convey the same that the same is free from encumbrances except as aforesaid that the party of the second part her heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid.

20 In witness whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above writteen.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:

Signed, sealed and delivered  
30 in the presence of  
W. RAND JONES,  
Secretary.

40

**Exhibit C-24.**

The Estate of William Walter Phelps  
to  
Ralph E. Hacker and Glenn A. Hacker.

Deed dated June 30, 1925.

Recorded 8-31-25; Book 1349, page 418.

This indenture made the thirtieth day of June one thousand nine hundred and twenty-five, Between The Estate of William Walter Phelps, a corporation organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part, And Ralph E. Hacker and Glenn A. Hacker, of the Borough of Fort Lee, in the County of Bergen and State of New Jersey, party of the second part; Witnesseth that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part their heirs and assigns forever,

All those tracts or parcels of land and premises, hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee, and others, to the party of the first part by their deed dated January 1, 1917, and recorded in the Clerk's office of the said County of Bergen in Book 955 of Deeds, pages 73, &c. The property hereby conveyed is described as follows:

First Parcel: Being lots numbered two (2),

10

20

30

40

*Exhibit C-24.*

three (3), four (4) and the easterly fifty (50) feet of lot number One (1) in Block 238-A on a map entitled "Map of Property of The Est. of W. W. Phelps, Teaneck Development, Section No. 2, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen on July 17th, 1923, as Map No. 1852, said property being more particularly described as follows:

10  
20  
Beginning at a point in the southerly line of Merrison Street and in the easterly line of lot number four above mentioned, and running thence (1) southerly, at right angles with Merrison Street, along said easterly line of lot number four, one hundred and fifty (150) feet; thence (2) westerly, parallel with Merrison Street, two hundred (200) feet to land now or formerly of Johanne G. F. Schulze; thence (3) northerly, along said land of Johanne G. F. Schulze and parallel with the first course, one hundred and fifty (150) feet to the southerly line of Merrison Street and thence (4) easterly, along said southerly line of Merrison Street, two hundred (200) feet to the point or place of beginning.

30  
Second Parcel: Being shown and designated as lots numbered twenty-nine (29) and thirty (30) in Block 238-A on a map entitled, "Map of Property of The Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E. and filed in the office of the Clerk of the County of Bergen on November 1st, 1924, as Map No. 1949; said lots fronting on the northerly side of Frances Street.

40  
To have and to hold said premises with the ap-

*Exhibit C-24.*

purtenances unto the party of the second part their heirs and assigns forever.

The first parcel above described is conveyed subject to the following restrictions which shall attach to and run with the land, viz:

1. No dwelling house shall be erected upon the premises above described to cost less than fifty-five hundred dollars (\$5500) or to stand nearer than twenty-five (25) feet from the line of the street on which said property fronts, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected; 10

2. No stable, garage or outbuilding shall be erected within one hundred (100) feet from the line of the street on which said property fronts;

3. No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever. 20

The second parcel above described is conveyed subject to the following restrictions which shall attach to and run with the land, viz:

1. Not more than one dwelling house shall be erected on each of said lots; 30

2. No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected;

3. No garage or outbuilding shall be erected within seventy-five (75) feet from the northerly line of Frances Street, unless directly connected with a dwelling house; 40

*Exhibit C-24.*

4. No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous noxious or offensive purpose whatever;

10

And the party of the first part doth covenant with the party of the second part their heirs and assigns that it is lawfully seized of the said premises in fee simple and has good right to convey the same that the same is free from encumbrances except as aforesaid that the party of the second part their heirs and assigns shall quietly enjoy the same and as it will warrant and defend the title to the same against all lawful claims except as aforesaid.

20

In witness whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)

By JOHN J. PHELPS, President.

Attest:

30

Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

40

**Exhibit C-25**

The Estate of William Walter Phelps  
to  
Johanne G. F. Schulze.

Deed dated April 11, 1924.

Recorded 7-1-24; Book 1273, page 521.

10

This indenture made the eleventh day of April one thousand nine hundred and twenty-four, between The Estate of William Walter Phelps, a corporation organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part and Johanne G. F. Schulze, of the Township of Teaneck, in the County of Bergen and State of New Jersey, party of the second part; Witnesseth that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States, the said party of the first part doth grant, bargain, sell, release and convey unto the said party of the second part her heirs and assigns forever,

20

All that tract or parcel of land and premises hereinafter particularly described, situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee and others to the party of the first part, by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen in book 955 of Deeds, pages 73, etc. The property hereby conveyed is described as follows: Beginning at a point in the southerly line of Merri-

30

40

*Exhibit C-25.*

son Street, distant one hundred fifty-two and fifty-three hundredths (152.53) feet southeasterly from the corner formed by the intersection of said southerly line of Merrison Street with the easterly line of Heasley Avenue; and running thence (1) south  
10 forty-one degrees, twenty-seven minutes and thirty seconds west, three hundred five and six hundredths (305.06) feet to the northerly line of Frances Street; thence (2) south, fifty-nine degrees east along said northerly line of Frances Street, fifty-seven (57) feet; thence (3) north thirty-one degrees east, three hundred (300) feet to the southerly line of Merrison Street and thence (4) north  
20 fifty-nine degrees west, along said southerly line of Merrison Street, one and sixty-two hundredths (1.62) feet to the point or place of beginning.

To have and to hold said premises with the appurtenances unto the party of the second part her heirs and assigns forever, And the said party of the second part for herself, her heirs and assigns covenants and agrees with the party of the first part, its successors and assigns that she the said party of the second part her heirs or assigns will  
30 not at any time hereafter erect or cause or permit to be erected upon the premises above described any dwelling houses to cost less than fifty-five hundred dollars (\$5500) and further that she or they will not at any time hereafter erect or cause or permit any building on said premises to be erected or used for the purpose of or as a saloon, hotel, store, market, slaughter-house, blacksmith shop, tanning factory or for any dangerous noxious or offensive purpose whatever without the written consent of the  
40 party of the first part, its successors or assigns;

*Exhibit C-25.*

And it is expressly agreed that the covenants on the part of the party of the second part above specified shall attach to and run with the land and it shall be lawful not only for the party of the first part, its successors and assigns, but also for the owner or owners of any property in the neighborhood of the premises hereinabove described, deriving title from or through said party of the first part to prosecute any proceedings at law or in equity against the party or parties violating said covenants their heirs, executors, administrators or assigns; And the party of the first part doth covenant with the party of the second part her heirs and assigns that it is lawfully seized of the said premises in fee simple and has good right to convey the same that the same is free from incumbrances except as aforesaid; That the party of the second part, her heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid.

In witness whereof the party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed the day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By JOHN J. PHELPS, President.

Attest:  
Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

**Exhibit C-26.**

The Estate of William Walter Phelps

to

Johanne G. F. Schulze.

Deed dated May 2, 1921.

10

Recorded 6-6-21; Book 1112, page 435.

This indenture made the second day of May one thousand nine hundred and twenty-one, Between The Estate of William Walter Phelps, a corporation organized under the laws of the State of New Jersey, having its principal office in Hackensack, in said State, party of the first part, And Johanne G. F. Schulze, of the Township of Teaneck, in the County of Bergen and State of New Jersey, party of the second part; Witnesseth that in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States; the said party of the first party doth grant, bargain, sell, release and convey unto the said party of the second part her heirs and assigns forever,

20

All that tract or parcel of land and premises hereinafter particularly described situate in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed to John J. Phelps, Executor and Trustee and others to the party of the first part by their deed dated January 1, 1917, and recorded in the Clerk's Office of the said County of Bergen in Book 955 of Deeds, pages 73, &c. The Property hereby conveyed is described as follows: Beginning at a stake in the corner formed by the northerly side of a street to be known as Frances

30

40

*Exhibit C-26.*

Street fifty feet (50') in width and the easterly side of an avenue to be known as Heasley Avenue fifty feet (50') in width, said point being distant two hundred and fifty and eighty-four hundredths (250.84) feet on a course of North forty-one degrees twenty-seven minutes and thirty seconds East (N 41° 27' 30" E) from the corner formed by the northerly side of Cedar Lane and the easterly side of said Avenue to be known as Heasley Avenue, said corner being distant ten hundred and thirty-six and forty-three hundredths (1036.43) feet northwesterly from the corner formed by the Westerly side of Westfield Avenue and the northerly side of Cedar Lane and running from said beginning point (1) along the easterly side of said Heasley Avenue North forty-one degrees twenty-seven minutes and thirty seconds East (N 41° 27' 30" E) six hundred and eighty-four and sixty-five hundredths (684.65) feet to a stake in the southerly side of a street; thence (2) along the southerly side of said street South fifty-nine degrees two minutes and thirty seconds East (S 59° 02' 30" E) one hundred and eighty-five and twenty-two hundredths (185.22) feet to a stake; thence (3) South thirty-one degrees West (S 31° W) one hundred and sixty-three and fifty-four one hundredths (163.54) feet to a stake; thence (4) North fifty-nine degrees West (N 59° W) fifty (50) feet; thence (5) South thirty-one degrees West (S 31° W) one hundred and sixty (160) feet to the northerly side of a street fifty (50) feet in width to be known as Merrison Street; thence (6) along the northerly side of said Merrison Street North fifty-nine degrees West (N 59° W) forty-two and thirty-nine hundredths

10

20

30

40

*Exhibit C-26.*

(42.39) feet to a stake; thence (7) South forty-one degrees twenty-seven minutes and thirty seconds West (S 41° 27' 30" W) three hundred and fifty-five and ninety hundredths (355.90) feet to a stake in the northerly side of the fifty foot street to be known as Frances Street above mentioned; thence

10 (8) along the northerly side of said Frances Street North fifty-nine degrees West (N 59° W) one hundred and fifty-two and fifty-three hundredths (152.53) feet to the easterly side of Heasley Avenue above mentioned, the point or place of beginning, Excepting from the land above described the fifty (50) foot street to be known as Merrison Street mentioned therein, running through the same

20 parallel with Cedar Lane, situate five hundred and fifty-five and ninety-one hundredths (555.91) feet northeasterly along the easterly side of the above mentioned Heasley Avenue from the northerly side of Cedar Lane.

To have and to hold said premises with the appurtenances unto the party of the second part her heirs and assigns forever, And the said party of the second part for herself, her heirs and assigns covenants and agrees with the party of the first

30 part, its successors and assigns that she the said party of the second part, her heirs or assigns will not at any time hereafter erect or cause or permit to be erected upon the premises above described any dwelling houses to cost less than fifty-five hundred dollars (\$5500) and further that she or they will not at any time hereafter erect or cause or permit any building on said premises to be erected or used for the purpose of or as a saloon, hotel,

40 slaughter-house, blacksmith shop, tanning factory

*Exhibit C-26.*

or for any dangerous noxious or offensive purpose  
 whatever without the written consent of the party  
 of the first part, its successors or assigns; And it  
 is expressly agreed that the covenants on the part  
 of the party of the second part above specified shall  
 attach to and run with the land and it shall be law- 10  
 ful not only for the party of the first part, its suc-  
 cessors and assigns, but also for the owner or  
 owners of any property in the neighborhood of the  
 premises hereinabove described deriving title from  
 or through said party of the first part to prosecute  
 any proceedings at law or in equity against the  
 party or parties violating said covenants their heirs,  
 executors, administrators or assigns; And the party  
 of the first part doth covenant with the party of 20  
 the second part, her heirs and assigns, that it is  
 lawfully seized of the said premises in fee simple  
 and has good right to convey the same, that the  
 same is free from encumbrances that the party of  
 the second part, her heirs and assigns shall quietly  
 enjoy the same and that it will warrant and defend  
 the title to the same against all lawful claims.

In witness whereof the party of the first part has  
 caused these presents to be signed by its President  
 and its cororate seal to be hereto affixed the day and 30  
 year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
 By JOHN J. PHELPS, President.

Attest:  
 Signed, sealed and delivered  
 in the presence of  
 W. RAND JONES,  
 Secretary.

40

Exhibit C-27.

173763

1949

Miss [unclear] M. L. [unclear] Clerk

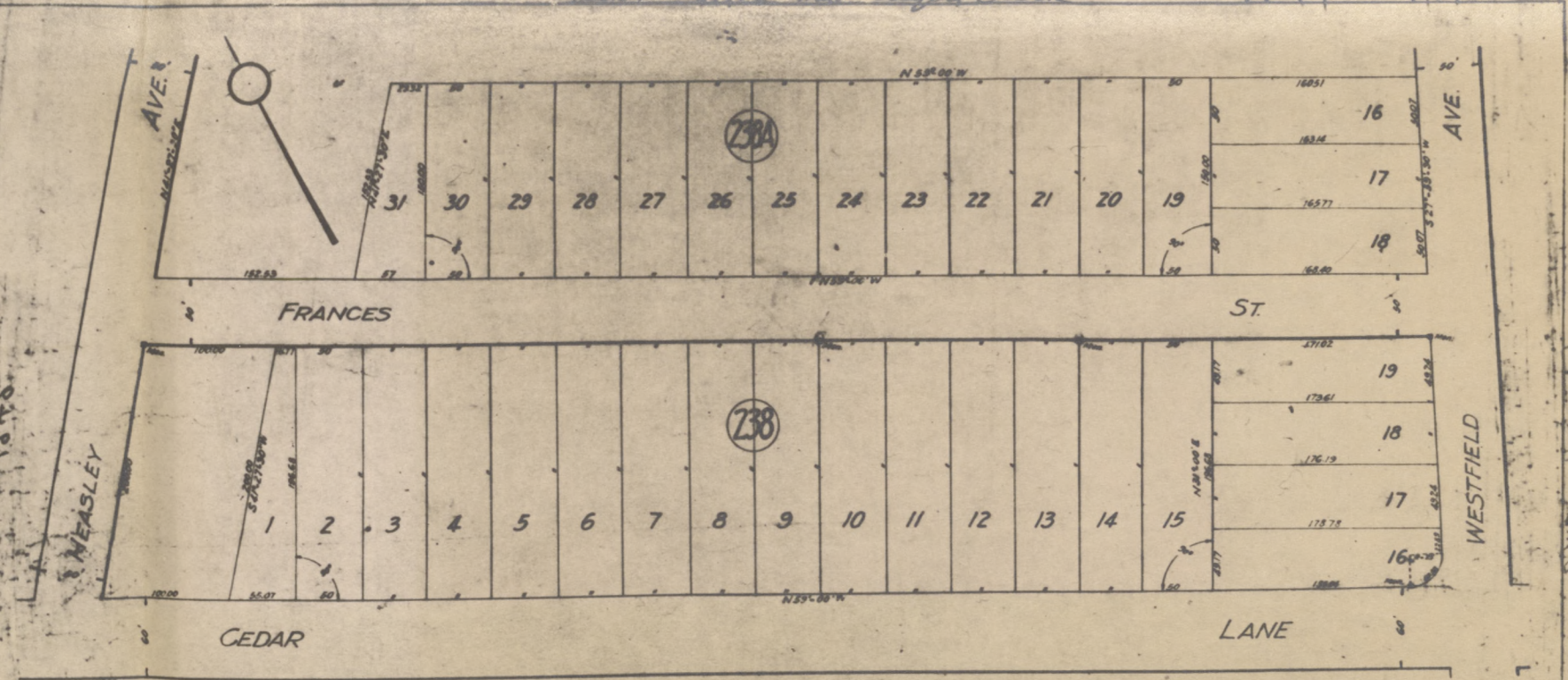
Plan No. 11924 Tr. P. Eng. Clark

1949 173703

9491

9491

9491



1875

Plaintiff's Exhibit 27.

1875

1875

This plan approved by Township Committee of the Municipality of Teaneck, Bergen County, N. J.

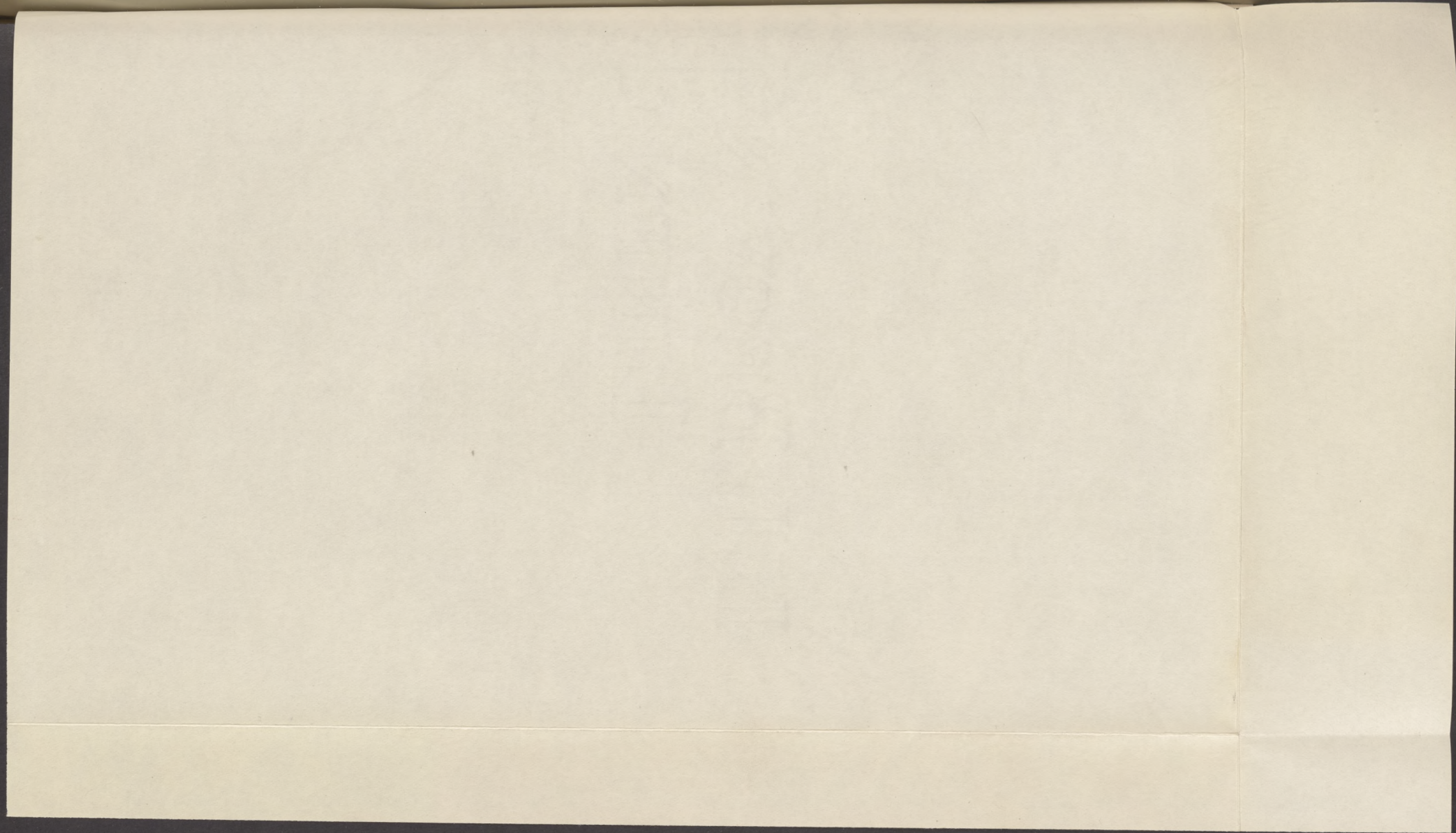
*Robert J. Plevin* Chairman  
*Andrew Anderson*

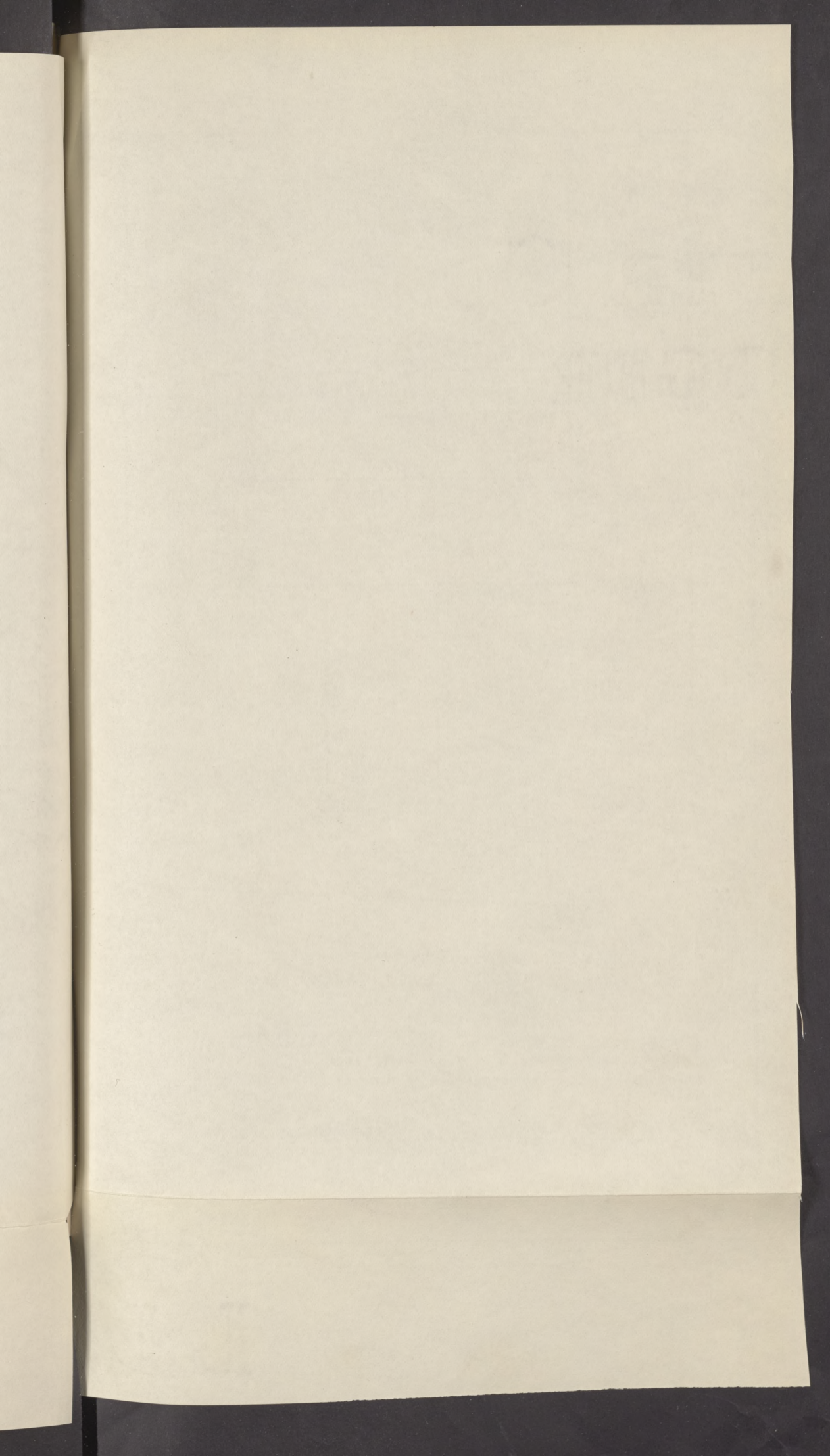
Dated 10/27 1949

MAP OF PROPERTY  
 OF  
 THE EST. OF W. W. PHELPS  
 TEANECK DEVELOPMENT  
 SECTION NO. 3  
 TEANECK, N. J.

Scale Surveyed by  
*Joseph A. Atwood, Inc.*  
 Englewood, N. J.

7-117

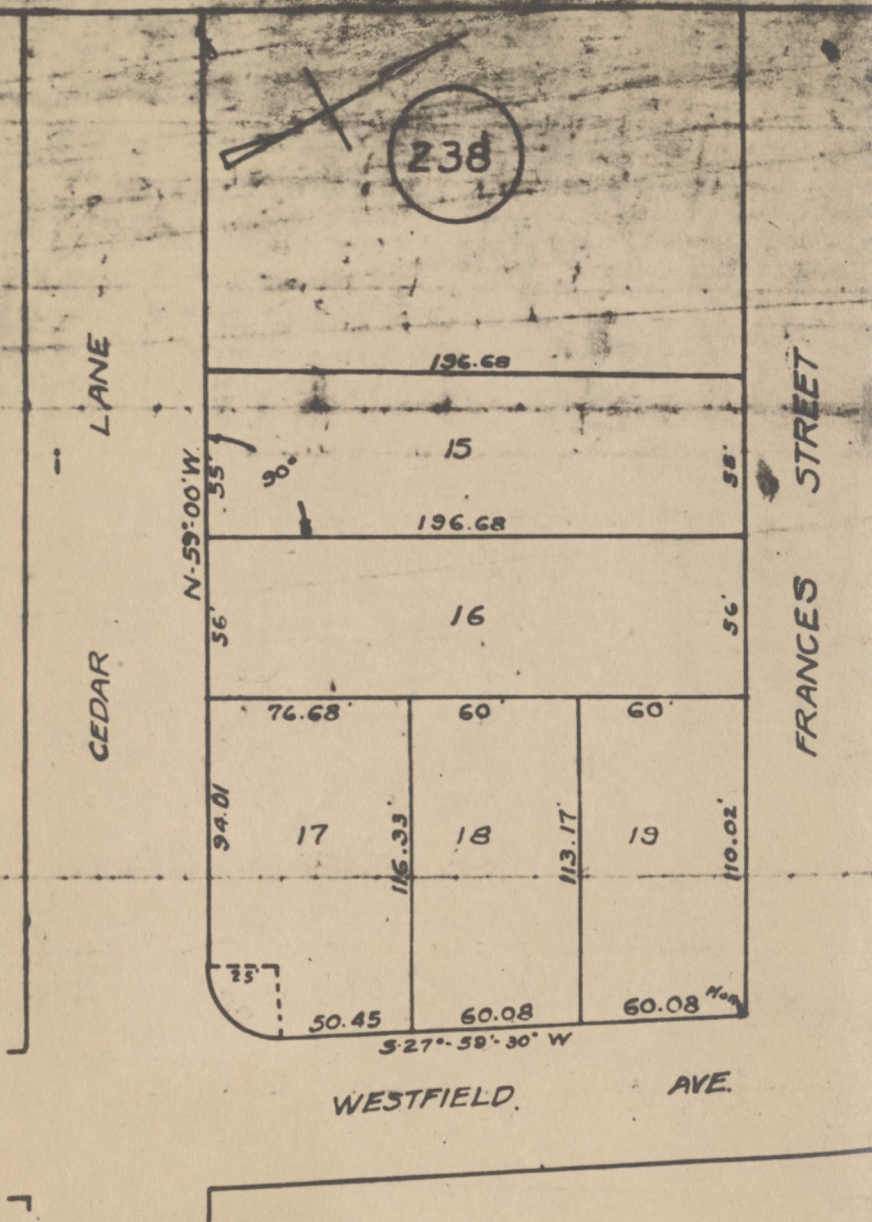




Filed June 13, 1925

206356

2008



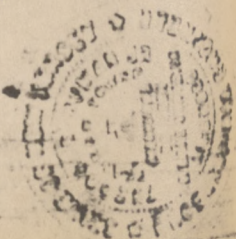
REARRANGEMENT OF  
LOTS 15 TO 19 BLOCK 238

50' - TEANECK N.J. 1-29-25

Original Map Phelps Estate No. 3.  
Filed Bergen County, N.J. Nov. 1924 as map No 1949  
This map approved by the Township Committee  
of The Township of Teaneck, Bergen County, N.J.

*Robert J. ...*  
CHAIRMAN

Dated: 5/3/25



T. Humpal Jr.  
Township Engineer

2006

2002

2009

**Exhibit C-28.**

**Exhibit C-29.**

Recorded 5-27-30; Book 1717, page 238.

10        WHEREAS, the estate of William Walter Phelps,  
a Corporation of the State of New Jersey, the  
former owner of certain premises located on the  
northerly side of Cedar Lane, Township of Tea-  
neck, County of Bergen and State of New Jersey,  
between Westfield Avenue, now known as Queen  
Anne Road, and Heasley Avenue, now known as  
Palisade Avenue, did, by a certain conveyance  
dated April 25, 1921, and recorded in Book 1113 of  
Deeds for Bergen County at page 165, convey to  
one, Julius P. Richter, certain premises located at  
the corner of Heasley Avenue, now known as Pali-  
20        sade Avenue, and Cedar Lane Road,  
and did subsequently have made a map entitled as  
follows: "Map of Property of The Est. of W. W.  
Phelps, Teaneck Development, Section No. 3, Tea-  
neck, N. J.," which map was filed in the office of  
the Clerk of Bergen County November 1, 1924 as  
No. 1949, and

30        WHEREAS, in the said deed to the said Julius P.  
Richter and in various deeds of the lots delineated  
and shown on the above mentioned map, did insert  
certain restrictions or restrictive covenants, and

40        WHEREAS, the character of the neighborhood in  
which said premises are situated has so changed  
by the improvements and developments made and  
about to be made in that vicinity, that the continu-  
ation and enforcement of said restrictions is no  
longer beneficial to the other properties nor said  
houses for the benefit of which said restrictions  
were made, and

*Exhibit C-29.*

WHEREAS, the undersigned have or may have the right to enforce said restrictions or restrictive covenants against the aforesaid grantees of the Estate of William Walter Phelps or against their successors in title, and

10

WHEREAS, the undersigned, owners or persons interested in the several parcels set opposite their respective signatures, have agreed to release and relinquish such restrictions to the end that the premises described in Schedule "A" hereto attached and made a part hereof and each and every parcel thereof may and shall be hereafter free and clear of the aforesaid restrictions;

NOW, THEREFORE, each of the undersigned, being the owners of or persons having some interest in the premises set opposite their names, in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, for himself, his heirs, executors, administrators, successors and assigns, does hereby remise, release and quit claim to the present owners (whose names are set forth in said Schedule A, together with a memorandum of the deeds by which each of them acquired title) of said premises so conveyed, as aforesaid, by the aforesaid general grantor, all right, title or interest of the undersigned or any of them, in and to the said premises, respectively, and particularly the right to enforce or to seek damages for the breach of said restrictions, and shall and will at any time hereafter, upon the request and at the cost of the said present owners (whose names are set forth in said Schedule A),

20

30

40

*Exhibit C-29.*

execute all further conveyances that shall be reasonably required.

IN WITNESS WHEREOF we have executed this release this 17th day of January, 1930.

10

Witnesses

Plot 100 x 200  
northeast corner  
of Cedar Lane &  
Heasley Avenue

Conrad P. Richter

20

Mary P. Richter

George Jahnel

Owners

Northerly part  
of lots 1 & 2  
Blk. 238

Michele A. Cafarelli  
Elizabeth Cafarelli

George Jahnel  
George Jahnel

Owners.

30

.....  
Mtgee.

.....

Geo. F. W. Schulze  
Johanna Schulze

George Jahnel

Mtgees.

40

*Exhibit C-29.*

Southerly part  
of lots 1 & 2  
Block 238

Johanna G. F. Schultze Owner	George Jahnel	10
---------------------------------	---------------	----

Lot 3,  
Blk. 238

.....

Lot 4, Blk. 238

Evelyn M. Warner Howard M. Warner Owners	George Jahnel	20
--	---------------	----

Caroline C. Maginn Individually and as Executrix of the Estate of Vincent F. Maginn Mtgees.	George Jahnel	
--	---------------	--

Lot 5, Blk. 238

Caroline C. Maginn Individually and as Executrix of the Estate of Vincent F. Maginn Owners	George Jahnel	30
---	---------------	----

40

*Exhibit C-29.*

Lot 6, Blk. 238

Edw. M. Graffin

Margaret Graffin

Owners

George Jahnel

10

Geo. F. W. Schulz

Mtgee.

George Jahnel

Lot 7, Blk. 238

Martha Polyblank

Owner

George Jahnel

Lot 8, Blk. 238

20

William Pfeiffer

Anna Pfeiffer

Owners

George Jahnel

Lot 9, Blk. 238

Anna E. Weir

John J. Weir

Owners

George Jahnel

30

(Seal) The Hackensack

Trust Co., by C. H.

Plenty. N. P.

Mtgee.

George Jahnel

Attest:

Brice A. Elupidz,

Asst. Secy.

40

*Exhibit C-29.*

Lots 10 & 11  
Blk. 238

Arthur W. Greene Owner	George Jahnel	
		10
Gottlieb Schnepf Meta Schnepf Mtgees.	George Jahnel	

Lots 12, 13, 14  
Blk. 238

Wm. Jahnel Wilhelmine D. Jahnel Owners	George Jahnel	20
(Seal) Peoples Trust & Guaranty Company of Hackensack, N. J. Frank Freeland, 2nd Mtgees.	George Jahnel	

Attest:

A. E. Korppel, Secy.		30
-------------------------	--	----

Lot 15, Blk. 238

John Chisholm Owner	George Jahnel	
Jessie Weisgerber Mtgee.	George Jahnel	40

*Exhibit C-29.*

Lot 16, Blk. 238

Arnid Olson  
Hilda Olson

George Jahnel

10 (Seal) Peoples Trust &  
Guaranty Company of  
Hackensack, N. J.  
Frank Freeland, 2nd  
Mtgee.

George Jahnel

Attest:

A. E. Korppel,  
Secy.

20

Lot 17, Blk. 238

Geo. W. Humphreys  
Anne M. Humphreys  
Owners

George Jahnel

.....  
Mtgee.

.....

30 Lot 18, Blk. 238

Geo. W. Humphreys  
Anne M. Humphreys  
Owners

George Jahnel

.....  
Mtgee.

.....

40



Exhibit C-29.

Westerly portion lots  
17, 18, Blk. 238-A

	.....	.....
	Owner	
10	.....	.....
	Mtgee.	

Lot 19, Blk. 238-A

Eleanor C. Hummel	
Florence Hummel	George Jahnel
Owners	

20 Lots 20, 21,  
Blk. 238-A

.....	.....
Owner	
Geo. F. W. Schulze	
Johanne Schulze	George Jahnel
Mtgees.	

30 Lot 22, Blk. 238-A

.....	.....
Owner	
.....	.....
Mtgee.	

Lot 23, Blk. 238-A

40	Madaline Emerson	George Jahnel
	Owner	

*Exhibit C-29.*

Lot 24, Blk. 238-A

.....  
Owner  
..... 10  
.....  
Mtgee.

Lot 25, Blk. 238-A

.....  
Owner  
.....  
.....  
Mtgee. 20

Lots 26-27-28  
Blk. 238-A

.....  
Owner  
.....  
.....  
Mtgee.

Lots 29, 30, 30  
Blk. 238-A

.....  
Owner  
.....  
.....  
Mtgee.

40



SCHEDULE A.

<i>Deed by Phelps Estate</i>	<i>Grantee of Phelps Estate</i>	<i>Present Owner</i>	<i>Deed to Present Owner</i>	<i>Lot or Plot</i>
1113/165	Julius P. Richter	Mary P. Richter	1131/485	Plot 100 x 200 northeast corner Cedar Lane and Heasley Ave. Part of lots 1 and 2, Blk. 238.
1249/76	Johanne G. F. Schulze	Same		
1249/76	Johanne G. F. Schulze	Michele A. Cafarelli and Elizabeth, his wife	1288/190	Part of lots 1 and 2, Blk. 238.
None	Estate of Wm. Walter Phelps	Same	Same	Lot 3, Blk. 238.
1325/198	Vincent F. Maginn	Howard M. Warner	1363/242	Lot 4, Blk. 238.
1325/198	Vincent F. Maginn	Vincent F. Maginn and Caroline C. Maginn, his wife	1363/244	Lot 5, Blk. 238.
1358/318	Edw. M. Graffin and Margaret Graffin, his wife	Same		Lot 6, Blk. 238.
1279/559	Martha Polybank			Lot 7, Blk. 238.
1321/187	Fredericka Nedderson	William Pfeiffer and Anna, his wife	1321/196	Lot 8, Blk. 238.
1320/258	Anne Simmons	Anne E. Weir and John J., her husband	1393/663	Lot 9, Blk. 238.
1476/461	Evelyn Murphy	Arthur W. Green	1502/124	Lots 10, 11, Blk. 238.
1262/65	William Jahnel and Wilhelmine D., his wife			Lots 12, 13, 14, Blk. 238.
1317/478	Gustav Casper	John Chisholm	1325/87	Lot 15, Blk. 238.
1325/85	Gustav Casper	Arvid Olsen and Hilda, his wife		Lots 16, 17, 18 and 19, Blk. 238.
		Geo. W. Humphreys and Anna M., his wife	1337/104	Part 16, 17, 18 and 19, Blk. 238.
		Wm. A. Hughes and Elizabeth, K., his wife	1372/88	Part 16, 17, 18 and 19, Blk. 238.
			1396/30	Part 16, 17, 18 and 19, Blk. 238.

40	30	20	10
<i>Deed by Phelps Estate</i>	<i>Grantee of Phelps Estate</i>	<i>Present Owner</i>	<i>Deed to Present Owner</i>
			<i>Lot or Plot</i>
1372/272	Unity Home Builders, Inc.	Chas. H. Gompert and Mamie Gompert, his wife	1396/615 Lot 16, Bl. 238A.
1340/623	Geo. F. W. Schulze	Eugene C. Fallo	1340/625 Part lots 17-18, Bl. 238A.
1340/623	Geo. F. W. Schulze	Robert McClelland and Florence C., his wife	1634/611 Part lots 17-18, Bl. 238A.
1489/1	Marie Hummel	Eleanor C. Hummel and Florence Hummel	1631/638 Lot 19, Bl. 238A.
1298/372	Alexander R. Boas, Virginia Boas	Same	Lots 20-21, Bl. 238A.
1318/424	John R. Outwater	John G. Pitney and Nellie G. Pitney	1344/656 Lot 22, Bl. 238A.
1330/351	Madaline Emerson	Same	Lot 23, Bl. 238A.
1293/648	Harry J. Langeley Bertha W. Langeley	Bertha W. Langeley	1440/224 Lot 24, Bl. 238A.
1258/284	Arthur J. Richards Mabelle Richards	Same	Lot 25, Bl. 238A.
1325/526	Emil Ibach and Josephine Ibach (26 & 1/2 27)	Same	1629/432 Lots 26, 27, 28, Bl. 238A.
1472/107	Elizabeth Thesz (28 & 1/2 27)	Emil & Josephine Ibach	1514/492
1349/418	Ralph E. Hacker and Glen H. Hacker	Same	Lots 29-30, Bl. 238A.
1273/521	Johanne F. W. Schulze	Charlotte A. Hansing	1417/587 Part lots 31, Bl. 238A and triangular strip.
1112/435	Johanne F. W. Schulze	Mary A. Neill	1367/199 Triangular plot and pt. lot 31, Bl. 238A.
1112/435	Johanne F. W. Schulze	Michael Boros and Elizabeth Boros, his wife	1493/274 Northeast corner Frances St. and Heasley Ave.

Exhibit C-29.

COPY OF

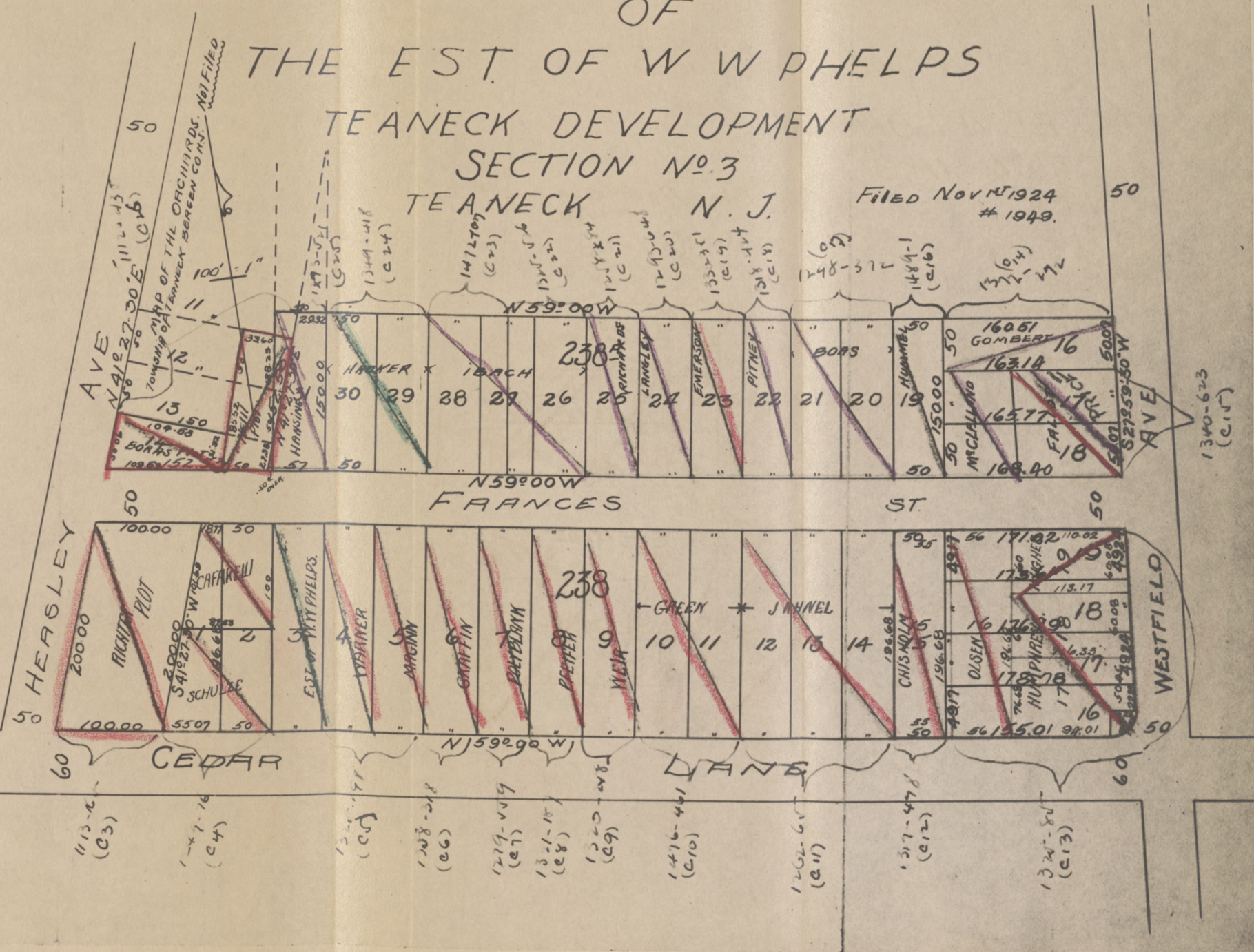
MAP OF PROPERTY OF

THE EST OF W W PHELPS  
TEANECK DEVELOPMENT  
SECTION NO. 3  
TEANECK N. J.

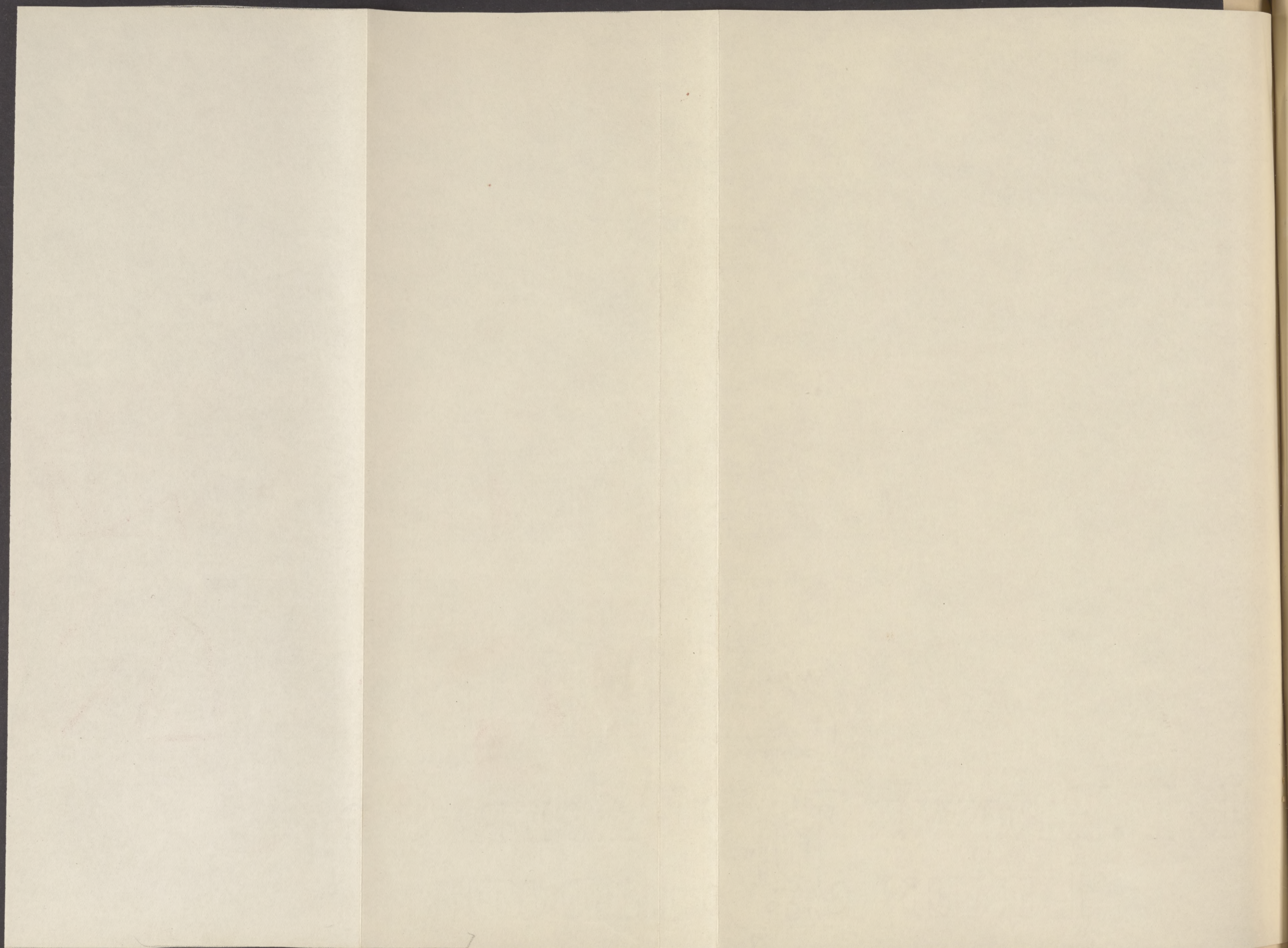
6-30

Filed Nov 19 1924  
# 1949.

REARRANGEMENT OF  
LOTS 15 TO 19 BLOCK 238  
TEANECK N.J.  
Filed JUNE 13-1925 # 2008.



COMPLETELY  
 ANSING DEFTS  
 BEING TRACED DEFTS  
 R R Slater



**Exhibit C-30.**

**Exhibit D-1.**

The Estate of William Walter Phelps  
to

Johanne G. F. Schulze and George F. W. Schulze,  
her husband.

Deed dated May 15th, 1930

10 Recorded 6-16-30; Book 1726, page 26

20 This indenture, made the fifteenth day of May,  
one thousand nine hundred and thirty, between  
The Estate of William Walter Phelps, a corpora-  
tion, organized under the laws of the State of New  
Jersey, having its principal office in Hackensack  
in said State, party of the first part, and Johanne  
G. F. Schulze and George F. W. Schulze, her hus-  
band, of the Township of Teaneck, in the County  
of Bergen and State of New Jersey, party of the  
second part; Witnesseth, that in consideration of  
the sum of one dollar and other good and valuable  
consideration, lawful money of the United States,  
the said party of the first part doth grant, bargain,  
sell, release and convey unto the said party of the  
second part, their heirs and assigns forever;

30 All that tract or parcel of land and premises,  
hereinafter particularly described, situate in the  
Township of Teaneck in the County of Bergen and  
State of New Jersey and being a part of the same  
property which was conveyed by John J. Phelps,  
Executor and Trustee and others to the party of  
the first part by their deed dated January 1, 1917,  
and recorded in the Clerk's Office of the said  
County of Bergen in book 955 of deeds, pages 73,  
etc. The property hereby conveyed is described as  
follows: Being shown and designated as lot num-  
bered three (3) in Block two hundred thirty-eight

40

*Exhibit D-1.*

(238) on a map entitled "Map of Property of The Est. of W. W. Phelps, Teaneck Development, Section No. 3, Teaneck, N. J.," prepared by Joseph W. Stagg, C. E., and filed in the office of the Clerk of the County of Bergen on November 1st, 1924, as Map No. 1949; said lot lying between Frances Street and Cedar Lane, and being 50 feet wide in front and rear and 196.68 feet in length on each side. Subject to all taxes and assessments now a lien on the said property; 10

To have and to hold said premises with the appurtenances unto the party of the second part, their heirs and assigns forever, subject to the following restrictions which shall attach to and run with the land viz.: 1. Not more than one dwelling house shall be erected on the premises above described. 20  
 2. No dwelling house shall be erected to cost less than fifty-five hundred dollars (\$5500) or to stand nearer than twenty-five (25) feet from any street line, this latter restriction to apply to and cover steps, piazzas, bay windows and other parts of any dwelling hereafter erected. 3. No garage or out-building shall be erected within sixty (60) feet of any street line, unless directly connected with a dwelling house. 4. No building shall be erected or used on said premises for the purpose of or as a saloon, hotel, store, market, gasoline and oil service station, public garage, factory or for any dangerous, noxious or offensive purpose whatever. And the party of the first part doth covenant with the party of the second part, their heirs and assigns, that it is lawfully seized of the said premises in fee simple and has good right to convey the same; that the same is free from encumbrances except as afore- 30  
 40

*Exhibit D-1.*

said; that the party of the second part, their heirs and assigns shall quietly enjoy the same and that it will warrant and defend the title to the same against all lawful claims except as aforesaid.

10 In witness whereof the party of the first part has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed the day and year first above written.

THE ESTATE OF WILLIAM WALTER PHELPS (Seal)  
By WM. WALTER PHELPS, Vice-President.

Attest:

20 Signed, sealed and delivered  
in the presence of  
W. RAND JONES,  
Secretary.

---

**Memorandum.**

Filed 2-11-31.

30 BIGELOW, V. C.

This is a bill under the provisions of P. L. 1909, page 233, C. S. 5405, to quiet title against restrictions. The scope of relief under the statute is discussed in *Welitoff v. Kohl*, 147 A. 390. Complainants own severally 22 lots in Teaneck, Bergen County; defendants are lot-owners in the same immediate neighborhood.

40 In 1917, John J. Phelps, executor, etc., and

*Memorandum.*

others, conveyed to the Estate of William Walter Phelps, a corporation, a tract of land in which was included all the lots owned by either complainants or defendants. The first deed by the Estate of any of the lands involved in this suit was in 1921, conveying to Julius P. Richter a lot 100 feet front on the north side of Cedar Lane and 200 feet deep. On the west of this lot was a private road through the Phelps property, known later as Heasley Avenue and now Palisades Avenue. The same year, the Estate conveyed to Johanne C. J. Schulze, a large lot of irregular dimensions, bounded on the west by Heasley Avenue and separated from the Richter lot by a street to be known as Francis Street. Each of these deeds contained covenants by the grantee restricting the use of the property and it was expressly agreed therein that these covenants "shall attach to and run with the land, and it shall be lawful, not only for the party of the first part, its successors and assigns, but also for the owner or owners of any property in the neighborhood of the premises hereinabove described, deriving title from or through said party of the first part, to prosecute any proceeding at law or in equity against the party or parties violating said covenants, their heirs, executors, administrators or assigns." The premises described in these deeds are now owned by complainants, Mary P. Richter, Mary A. Neill and Michael Boros and wife.

When the Estate made these two conveyances, it had not formulated any general scheme for the development of the neighborhood and so these covenants are not enforceable by virtue of such a general plan. It is immaterial that a few years later

10

20

30

40

*Memorandum.*

a plan was made and put into effect on the property of the Estate east of these lots. It is apparent, however, that the restrictive covenants were made for the benefit of subsequent owners of the other property of the Estate in the neighborhood.

10 The lots now owned by all of the defendants were owned by the Estate in 1921, and so these covenants may be enforced by defendants unless they have been guilty of such conduct or there has been such a change in the situation as to make inequitable the enforcement of the covenants.

*Leaver v. Gorman*, 73 N. J. Eq. 129, 67 A. 111.

20 *Enderle v. Leslie Cons. Co.*, 102 N. J. Eq. 575, 141 A. 758.

On April 11, 1924, the Estate conveyed to Mrs Schulze a lot on the east of the land conveyed to her in 1921. It had a frontage of 57 feet on Francis Street and runs back 300 feet to a point. This parcel does not seem to be included within the scope of the development mentioned below. It is now owned by the defendant Charlotte A. Hansing.

30 On October 1, 1923, the Estate conveyed to Mrs. Schulze a plot adjoining on the east the land sold to Richter two years earlier. This deed contained restriction on the use of the property. Part of this land is still owned by Mrs. Schulze who is one of the complainants. The statute under which this suit is brought is not available to a complainant who holds lands under a deed in which are set forth the questioned restrictions. The bill of complaint must therefore be dismissed as to the complainant

40

*Memorandum.*

Schulze as well as complainants, Edward M. Graf-  
fin and wife, William Jahnel and wife, and Made-  
line Emerson. They all hold by deeds in which are  
inserted restrictions.

Part of the land conveyed to Mrs. Schulze Oc-  
tober 1, 1923, is now owned by the complainants 10  
Michale A. Cafarelli and wife. The deeds under  
which they hold, as well as the deeds under which  
all the other complainants hold, contain no restric-  
tions. The restrictions in the Schulze deed are as  
follows: "To have and to hold said premises with  
the appurtenances unto the party of the second part,  
her heirs and assigns forever, subject however to  
the following restrictions which shall attach to and  
run with the land, viz.:

"1. Not more than two dwellings shall be erected  
on the premises above described and not more than  
one house on either street. 20

"2. No dwelling house shall be erected to cost  
less than \$5,500 or to stand nearer than 25 feet  
from any street line. This latter restriction to  
apply to and cover steps, piazzas and bay-windows  
and other parts of any dwelling hereafter erected. 30

"3. No garage or out-building shall be erected  
within 60 feet of any street line, unless directly con-  
nected with a dwelling house.

"4. No building shall be erected or used on said  
premises for the purpose of or as a saloon, hotel,  
store, market, gasoline and oil service station, pub-  
lic garage, factory, or for any dangerous, noxious  
or offensive purpose whatever." 40

*Memorandum.*

By the time this sale was made, the Estate had planned the development of the property east of the lots already mentioned as a restricted residential neighborhood. The tract embraced in the plan ran 910 feet along the north side of Cedar Lane from the Richter lot easterly to Westfield Avenue and had a depth of 347 feet. Through the center of the tract and parallel with Cedar Lane ran Francis St. Each lot had a frontage of 50 feet or thereabouts; those on the north side of Francis Street had a depth of 150 feet and those on the south a depth of 197 feet, running clear through to Cedar Lane. Seven lots fronted on Westfield Avenue and had a depth varying from 160 to 179 feet. On February 27, 1924, the Estate conveyed to the defendants Arthur J. Richards and wife, a lot described as lot No. 25 in Block B, on a map entitled "Map of property of the Estate of W. W. Phelps, Teaneck Development, Teaneck, N. J." This is the first reference to a map; thereafter, in all the deeds except the Schulze deed of April 11, 1924, the lots conveyed are described by reference to a map. On September 8, 1924, a new map was drawn, and was approved by the Township Committee of Teaneck, October 7, 1924, and filed in the County Clerk's Office, November 1, 1924. It does not appear that there was any difference in these maps except in the title and in the block numbers. All of the lots in the tract save one, were sold by the Estate before May, 1927. The last lot was sold to Mrs. Schulze and her husband, March 15, 1930, after the beginning of this suit.

All the deeds by the Estate contain the second and fourth restriction above quoted, namely, requir-

*Memorandum.*

ing each dwelling house to cost \$5,500 and to be set back 25 feet and forbidding saloons, etc. Most of the deeds permit only one dwelling house if the deed conveyed only one lot, or two dwelling houses if the deed conveyed two lots, etc. But the deeds for the lots owned by defendant Ibach allow only two houses on three lots. One deed conveying to the defendants Ralph and Glenn Hacker, two lots on the north side of Francis Street immediately adjoining the property conveyed to Mrs. Schulze on May 11, 1924, and a deed to the Unity Home Builders, Inc., January 13, 1926, which conveys a lot on Westfield Avenue at the northeast corner of the tract in question and another lot from a different tract, contain no restriction on the number of dwelling houses which may be erected on the premises conveyed. 10 20

There is also some variance in the third restriction. The two deeds last mentioned, namely, those to the Hackers and the Home Builders, require garages or outbuildings to be set back 100 feet. A setback of 75 feet is required in all the other lots fronting on Westfield Avenue, or on the north side of Francis Street. The deeds for all lots on the south side of Francis Street running through to Cedar Lane, require a setback of 60 feet. 30

Whether the Estate intended to and did create a general neighborhood plan, is a question of fact to be answered not only by the wording of the deeds but by the surrounding circumstances and the acts of the parties. The general uniformity of the restrictions in all the deeds, the reliance placed by purchasers of lots on the restrictions, the plotting of the tract into building lots, and the filing of the 40

*Memorandum.*

map, the actual development of the tract by the erection thereon of many dwelling houses, are all indicia of a neighborhood plan.

10 Complainant contends that the variations in the restrictions above noted, make invalid the whole plan because an enforceable plan must be uniform. I think this objection is well taken as to the restrictions on the number of dwelling houses which may be erected, but this defect does not vitiate the other restrictions or the plan as a whole. The reason that uniformity is required is to afford to each lot-owner a protection equal to the restriction. It would be inequitable to restrain an owner from building two houses on his lot when his neighbor is at liberty to build two on a similar lot. The plan and the protection it gives to those who have made their homes on the tract in reliance thereon, fails only so far as the plan is inequitable. Beyond that, it remains valid and enforceable. Note that the Court does not make a new contract for the parties; the Court only refuses to enforce the contract in an inequitable manner.

20 The restrictions on every lot throughout a development need not be identical. They may vary for various sections of the tract in accordance with the design of the original grantor. *Sanfor v. Keer*, 80 N. J. Eq. 240, 83 A. 225. *Schrieber v. Drosness*, 100 N. J. Eq. 591, 136 A. 515; 135 A. 920. No evidence has been presented to show that it was unreasonable to require a 75 foot setback for garages on Westfield Avenue and on the north side of Francis Street and a 60 foot setback on the south side. In the absence of such evidence, I must presume that this a reasonable difference in the restric-

30

40

*Memorandum.*

tions on the two sets of lots and was part of the design of the Estate.

I find that the restrictions (except as to number of dwellings) appearing in the complainants' chains of title were valid when they were created about five years ago. Complainants contend that in this short while conditions in the neighborhood have so changed as to make inequitable enforcement at the present time. Whether such a change is a ground for refusing to enforce restrictions has been questioned. *Frick v. Foley*, 102 N. J. Eq. 430, 141 A. 172, 146 A. 914. But assuming that such a change is a ground for relief in this case, it must be so great as clearly to neutralize the benefits of the restrictions to the point of defeating the object and purpose of the covenant. *Sandusky v. Alsopp*, 99 N. J. Eq. 61, 131 A. 633. Complainant relies on evidence of the increase in traffic on Cedar Lane and the growth in the number of stores and similar business establishments on this street east and west of the tract in question and even directly opposite it. Business on Palisades Avenue has also been proved. No business establishments, however, upon the tract which is the subject of this controversy have been shown, but it appears that 19 dwelling houses have been erected on the tract on Francis Street within the last few years on the faith of these restrictive covenants and in the belief of their owners that their property would not be depreciated for dwelling purposes by the encroachment of business within the restricted area. These are new houses which should be useful as homes for many years to come. Complainants have fallen far short of showing such a change in conditions as would move the

10

20

30

40

*Memorandum.*

Court to declare these restrictions no longer valid.

There should be a decree establishing in favor of all the answering defendants the restrictions on the land of the complainants Richter, Neill and Boros, and determining that the restrictions (except as to number of dwellings) on the lots of the other complainants, are valid as to all answering defendants except Hansing, whose lands are not within the tract uniformly developed.

---

**Final Decree.**

Filed 6-8-31.

20

This cause coming on to be heard in the presence of Morrison, Lloyd and Morrison, solicitors for the complainants, and Melosh, Morten and Melosh, solicitors for the answering defendants Emil Ibach, Josephine Ibach, his wife, Charles G. Gompert and Mamie Gompert, his wife, Robert McClelland and Florence C. McClelland, his wife, Alexander R. Boaz and Virginia Boaz, his wife, John G. Pitney and Nellie G. Pitney, his wife, Arthur J. Richards and Mabelle Richards, his wife, Harry Price and Lida A. Price, his wife;

30

And the court having read the pleadings and having taken proofs orally and in open court, and having heard and considered the arguments of counsel thereon;

And a decree pro confesso having been entered against the defendants Bogota National Bank of Bogota, N. J., Prudential Insurance Company of

40

*Final Decree.*

America, The Estate of William Walter Phelps, Inc., W. Rand Jones, Bridge Development Bond and Mortgage Company, Inc., George Hinrichs, Frank Toriello and Nicolina Toriello, his wife, Ridgefield Park Trust Company, Charles E. Abbott, Fidelity Union Title and Mortgage Guaranty Company, Frederick W. Whiteley, The Railroad Co-Operative Building and Loan Association, The Hackensack Mutual Building and Loan Association, Ralph E. Hacker, Glenn A. Hacker and Mary Neill, wife of Edward Neill, Harry J. Langeley and Bertha W. Langeley, his wife;

10

And it further appearing that the complainants George W. Humphreys and Anna M. Humphreys, his wife, and the complainant Mary P. Richter were in peaceable possession of their lands, particularly described in the said bill of complaint, claiming to own the same under a deed of conveyance therefor in which deed there is no restrictive covenant, and were entitled to bring and maintain their suit in this court to settle the existence and validity of the restrictive covenants claimed or asserted by the answering defendants above named, and to clear up all doubts and disputes touching and concerning the same;

20

30

And it further appearing that the restrictive covenants claimed or asserted by the answering defendants are in part enforceable and in part not enforceable against the lands of said complainants;

And it further appearing that the deeds by which the other complainants claim to own their respective premises contain restrictions and that the said complainants have consented, by agreement, to the termination of their right to enforce any of said restrictions;

40

*Final Decree.*

It is on this 8th day of June, 1931, on motion of Melosh, Morten & Melosh, solicitors for said answering defendants, by his Honor Edwin Robert Walker, Chancellor of the State of New Jersey, ORDERED, ADJUDGED AND DECREED that the bill of complaint be and the same is hereby dismissed as to the complainants Michele A. Cafarelli, Elizabeth Cafarelli, his wife, Johanne G. F. Schulze, Howard M. Warner and Evelyn M. Warner, his wife, Caroline C. Maginn, individually and as executrix of the Estate of Vincent F. Maginn, Edward M. Graffin and Margaret Graffin, his wife, Martha Polyblank, William Pfeiffer and Anna Pfeiffer, his wife, Anna E. Weir and John J. Weir, her husband, Arthur W. Greene, William Jahnel and Wilhelmine D. Jahnel, his wife, John Chisholm, Arvid Olsen and Hilda Olsen, his wife, William A. Hughes and Elizabeth K. Hughes, his wife, Eugene C. Falot, Eleanor C. Hummel and Florence Hummel, Madaline Emerson, Mary A. Neill, Michael Boros and Elizabeth A. Boros, his wife.

And on motion of Morrison, Lloyd and Morrison, solicitors of Complainants, it is further ORDERED, ADJUDGED and DECREED, that as to the lands of the complainants George W. Humphreys and Anna M. Humphreys, his wife, described as follows: ALL that certain lot, tract or parcel of land and premises situate, lying and being in the Township of Teaneck, in the County of Bergen and State of New Jersey, known and designated on a certain map filed in the Clerk's office of the County of Bergen on June 13, 1925, as map No. 2008 entitled "Rearrangement of lots 15 to 19, block 238, Teaneck, N. J.," original map Phelps ESTATE number three, filed November, 1924, as Map No. 1949 as and by

*Final Decree.*

lot No. 18 in said block No. 238. All as laid down on said map; so far as relates to any claim thereon by or in behalf of any of the complainants and by or in behalf of the defendants above named against whom a decree pro confesso was entered, the title of said complainants is hereby determined to be good, and free from any restrictive covenants; 10

And that as to the above described lands of the complaints George W. Humphreys and Anna M. Humphreys, his wife, so far as relates to any claim thereon by or in behalf of the answering defendants Emil Ibach, Josephine Ibach, his wife, Charles G. Gompert and Mamie Gompert, his wife, Robert McClelland and Florence C. McClelland, his wife, Alexander R. Boaz and Virginia Boaz, his wife, John G. Pitney, and Nellie G. Pitney, his wife, Arthur J. Richards and Mabelle Richards, his wife, Harry Price and Lida A. Price, his wife, the title of the said complainants is hereby determined to be good and free from any restrictive covenant as to the number of dwelling houses which may be erected thereon, but subject to all other restrictive covenants expressed in a certain deed by The Estate of William Walter Phelps to Gustav Casper, dated January 2, 1925, and recorded in Book 1325 of Deeds, page 85, in the Bergen County Clerk's Office; 20 30

That as to the lands of the complainant Mary P. Richter, described as follows: ALL that tract or parcel of land and premises hereinafter particularly described, situate, in the Township of Teaneck, in the County of Bergen and State of New Jersey, and being a part of the same property which was conveyed by John J. Phelps, Executor and Trustee and others, to The Estate of Wm. Walter Phelps, Inc., 40

*Final Decree.*

by their deed dated January 1, 1917, and recorded in the Bergen County Clerk's office in book 955 of Deeds at page 73; the property thereby conveyed is described as follows: BEGINNING at the corner formed by the intersection of the northerly line of Cedar Lane and the easterly line of a private road lying about one hundred twenty-five feet east of the property of the West Shore Railroad and running from said point of beginning (1) Northerly along the easterly line of said road two hundred feet; thence (2) Easterly on a line parallel to Cedar Lane one hundred feet; thence (3) Southerly on a line parallel to the first course two hundred feet to the northerly line of Cedar Lane; thence (4) Westerly along the northerly line of Cedar Lane one hundred feet to the point or place of beginning; so far as relates to any claim thereon by or in behalf of any of the complainants or by or in behalf of the above named defendants against whom a decree pro con was entered, the title of the said complainants is hereby determined to be good and free from any restrictive covenants; and that as to the above described lands of the complainant Mary P. Richter, so far as relates to any claims thereon by or in behalf of the answering defendants above named, the title of the said complainant is hereby determined to be subject to the restrictive covenants expressed in a certain deed by The Estate of William Walter Phelps, Inc., to Julius Richter, dated April 25, 1921, and recorded in Book 1113, page 165, of Deeds in the Bergen County Clerk's office with costs of the answering defendants to be taxed in which shall be included a counsel fee of \$500. ~~Approved as to form, Melosh, Morten and Melosh, solicitors of answering defendants, and~~

*Final Decree.*

~~Morrison, Lloyd and Morrison, solicitors of complainants.~~

And it is further ORDERED that no costs be allowed either to the said answering defendants as against the complainants George W. Humphreys and Anna M. Humphreys, his wife, or to the complainants George W. Humphreys and Anna M. Humphreys, and complainant Mary Richter against the said answering defendants; 10

And it is further ORDERED that the said answering defendants have leave to issue execution for said costs without further order of this Court for that purpose according to the rules and practice of this Court.

Respectfully advised, 20

JOHN O. BIGELOW,  
V. C.

E. R. WALKER,  
C.

---

**Notice of Appeal.** 30

Filed 6-20-31.

The complainants, George W. Humphreys and Anna M. Humphreys, his wife, and the complainant, Mary P. Richter, and Conrad P. Richter, her husband, hereby appeal from so much of the final decree made in the above entitled cause on June 8, 1931, by the Honorable Edwin Robert Walker, Chancellor of the State of New Jersey, on the ad- 40

*Notice of Appeal.*

vice of Vice Chancellor John O. Bigelow, as ad-  
 judges that the lands of the complainants George  
 W. Humphreys and Anna M. Humphreys, his wife,  
 described in said decree, are subject to all re-  
 strictive covenants (other than the restrictive cove-  
 10 nant as to the number of dwelling houses which may  
 be erected thereon), expressed in a certain deed by  
 the Estate of William Walter Phelps, to Gustav  
 Casper dated January 2, 1925, and recorded in  
 Book 1325 of Deeds, page 85, in the Bergen  
 County Clerk's office, and from so much of said  
 final decree as adjudges that the land of the com-  
 plainant, Mary P. Richter, described in said decree  
 is subject to the restrictive covenants expressed in  
 20 a certain deed by The Estate of William Walter  
 Phelps, Inc., to Julius Richter dated April 25, 1921,  
 and recorded in Book 1113, page 165 of Deeds, in  
 the Bergen County Clerk's office; and from so much  
 of said decree as allows costs and counsel fees to  
 the answering defendants, to the Court of Errors  
 and Appeals in the Last Resort in All Causes.

Dated, June 17, 1931.

30 MORRISON, LLOYD & MORRISON,  
 Solicitors for and of counsel with com-  
 plainants, George W. Humphreys,  
 Anne M. Humphreys, his wife, and  
 Mary P. Richter and Conrad P.  
 Richter, her husband.

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

W. J. MORRISON, JR.,  
 Of Counsel with said complainants.

40 Service of notice of appeal acknowledged 6-25-31,  
 by Melosh, Morten and Melosh, solicitors for de-  
 fendants.

## Petition of Appeal.

Filed 6-22-31.

To the Honorable The Court of Errors and Appeals  
in the Last Resort in all Causes :

The petition of George W. Humphreys and Anne M. Humphreys, his wife, and of Mary P. Richter and Conrad P. Richter, her husband, the appellants in the above entitled cause, respectfully shows that: 10

1. Petitioners find themselves aggrieved by so much of the final decree made in the Court of Chancery by his Honor Edwin Robert Walker, Chancellor of the State of New Jersey, bearing date June 8, 1931, in a certain cause in said Court of Chancery wherein the said George W. Humphreys and Anne M. Humphreys, his wife, and others, were complainants and the said Emil Ibach and others were defendants, in this respect, to wit,— that the said decree, among other things, adjudges that the lands of the complainants George W. Humphreys and Anne M. Humphreys, his wife, described in said decree, are subject to all restrictive covenants (other than the restrictive covenant as to the number of dwelling houses which may be erected thereon) expressed in a certain deed by The Estate of William Walter Phelps to Gustav Casper, dated January 2, 1925, and recorded in Book 1325 of Deeds, page 85, in the Bergen County Clerks office, and adjudges that the land of the complainants Mary P. Richter and Conrad P. Richter, her husband, described in said decree is subject to the restrictive covenants expressed in a certain deed by The Estate of William Walter Phelps, Inc., to 20  
30  
40

*Petition of Appeal.*

Julius Richter dated April 25, 1921, and recorded in Book 1113, page 165, of Deeds in the Bergen County Clerk's office, and allows costs and counsel fees to the answering defendants.

- 10       2. And petitioners appeal from the decree of the Chancellor which decrees as aforesaid, upon the ground that the same is erroneous in that the decree should have adjudged the title of the complainants-appellants George W. Humphreys and Anne M. Humphreys, his wife, to their lands described in said decree, and the title of the complainant-appellant Mary P. Richter, to her lands described in said decree, to be good and free from any restrictive covenant or covenants, because the restrictive covenants referred to in said decree are null and void and unenforceable against the said complainants-appellants' lands as it was proved by the evidence that:
- 20

a. The common grantor of the complainants and defendants, by whose deeds said restrictions were alleged to have been imposed, did not bind itself in any of the deeds to perpetuate the covenants in favor of subsequent purchasers of the remaining portions of its land;

30

b. The covenants did not purport to be for the benefit of subsequent purchasers of unsold lots;

c. The covenants did not enter into the consideration of the defendant's purchases of these lands;

d. No neighborhood scheme was obligatory on the aforesaid common grantor;

*Petition of Appeal.*

- e. The restrictive covenants are not uniform;
- f. The restrictive covenants are not reciprocal;
- g. The character of the neighborhood has so changed as to defeat the purpose of the covenants and thus to render their enforcement unreasonable. 10

3. 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 petitioners may have such other relief in the premises as to this court shall seem proper.

MORRISON, LLOYD AND MORRISON,  
Solicitors for and Counsel with Appellants. 20

Service of Petition of Appeal acknowledged 6-25-31 by Melosh, Morten and Melosh, Solicitors for Defendants-Appellants.

30

40

**Answer to Petition of Appeal.**

Filed 6-30-31.

10 The answer of Emil Ibach, Josephine Ibach, his wife, Charles G. Gompert and Mamie Gompert, his wife, Robert McClelland and Florence C. McClelland, his wife, Alexander R. Boaz and Virginia Boaz, his wife, John G. Pitney and Nellie G. Pitney, his wife, Arthur J. Richards and Mabelle Richards, his wife, Harry Price and Lida A. Price, his wife, the above-named appellees, to the petition of appeal of George W. Humphreys and Anne M. Humphreys, his wife, Mary P. Richter and Conrad P. Richter, her husband, the above named appellants.

20 These appellees, not admitting the truth of all or any of the matters in the said petition of appeal contained, for answer thereto nevertheless admit that a decree was, on June 8th, 1931, made and entered in the Court of Chancery of New Jersey, in the above entitled cause, for the purposes in said petition mentioned and as therein set forth; but as to the substance and form of said decree, these appellees beg leave to refer thereto when the same shall be produced.

30 These appellees are advised and believe that the said decree is agreeable to equity; and they pray that the same may be affirmed with costs to be taxed in favor of these appellees.

MELOSH, MORTEN & MELOSH,  
Solrs. for and Counsel with Appellees.

## New Jersey Court of Errors and Appeals

Between

GEORGE W. HUMPHREYS and wife,  
MARY P. RICHTER and husband,

*Complainants-Appellants,*

and

EMIL IBACH, *et als.*,

*Defendants-Respondents.*

On appeal  
from Court  
of Chancery

### APPELLANTS' BRIEF

#### Statement.

Appellants seek, by a bill to quiet title under the statute, to release their lands from restrictions. The decree set aside, as unenforceable, one item of the restrictions, and no appeal has been taken as to that, but it upheld as enforceable, all other items of the restrictions and allowed certain costs to the answering defendants, and from these parts of the decree appellants appeal to this Court. (Notice of Appeal, Case, pp. 171-172; Petition of Appeal, Case, pp. 173-175.)

#### Pleadings.

Bill of Complaint (Case, pp. 1-37) :

This is a bill to quiet title against restrictions under the statute (P. L. 1909, p. 233, C. S., p. 5405, Secs. 16-18). The title to the lands of the appel-

lants and of the respondents as alleged in the bill, is not denied by the answer and may be summarized as follows:

The common grantor of all the parties, Phelps Estate, owned a tract of land in Teaneck Township, Bergen County, New Jersey, lying on the north side of Cedar Lane between Heasley Avenue (now Paliside Avenue) and Westfield Avenue (now Queen Anne Road). It subdivided this tract into 37 lots by numerous conveyances, which, so far as pertinent to the issues in this case, may be set forth in chronological order<sup>s</sup> as follows:

April 15, 1921—Deed C 3 executed (Case, p. 72).

By this deed the common grantor conveyed to a predecessor in title the premises now owned by appellant Richter, which were later conveyed to her by the deed C 2 (Case, p. 69). This lot, as appears by the description in the deed, is a plot 100 x 200 bounded on the south by Cedar Lane, which was an existing highway at that time; on the west by Heasley Avenue and on the north by Frances Street, referred to as proposed streets, which were not laid out until later, as stated below. This deed contained restrictions (Case, p. 73, L. 17-40; p. 74, lines 1-22), and which we will, for convenience, hereafter call "Form A Restriction"; but as shown by the detailed analysis under Point IV (below), not all of the Form A restrictions were identical, although the general form is similar.

May 2, 1921—Deed C 26 executed (Case, p. 136).

This conveys a parcel on the northeast corner of Heasley Avenue and Frances Street and refers to Heasley Avenue and Frances Street as

proposed streets. This deed contained the Form A restrictions.

October 5, 1921—Deed C 2 to appellant Richter executed (Case, p. 69). This conveys the same premises as C 3, but without reference to the restrictions, and is the deed on which this appellant relies for the relief sought in this suit.

October 1, 1923—Deed C 4 executed (Case, p. 75). The description in this deed refers to Heasley Avenue and Frances Street as existing streets, and although not referring to the map, C 27, describes by courses and distances, property later shown on that map as lots 1 and 2, block 238, lying on the north side of Cedar Lane next east of appellant Richter's plot. The restrictions in this deed are similar to, but not identical with those in the deed for appellant, Humphreys', plot, and we will hereafter, for convenience, call these "Form B Restrictions"; but as shown by the detailed analysis under Point IV (below), not all of the Form B restrictions were identical, although the general form is similar.

February 27, 1924—Deed, C 21 executed (Case, p. 120). The description in this deed refers to a map of different title than that afterwards filed, but the lot number and particular description (although the Block designation differs) identify lot 25 in Block 238 A as afterwards shown, on the map C 27. In this deed, Frances Street, Cedar Lane and Westfield Avenue are mentioned as existing streets. Form B restrictions appear in this deed. Respondent, Richards, now owns this lot.

March 10, 1924—Deed C 11 executed (Case, p. 93).

The description in this deed refers to a map of different title than that afterwards filed, but the lot numbers and particular description (although the block letter is different), identify lots 12, 13, 14, block 238, as afterwards shown on Map C 27. Frances Street is referred to as an existing street. Restrictions Form B.

April 11, 1924—Deed C 25 executed (Case, p. 133).

The description in this deed refers to Frances Street as an existing street, but the parcel is described by courses and distances and refers to no map. By plotting the description, the premises are found to include Lot 31, Block 238 A, as later shown on the map, C 27. Form A restrictions.

It is to be noted that four of the above deeds: C 3, C 26, C 4 and C 25, convey by particular description only, and by reference to no map. When the map, C 27, was subsequently made and filed, the plot conveyed by C 25 (with Form A restrictions) was incorporated as a numbered lot; (#31 in Block 238 A); the premises conveyed by C 4 (with Form B restrictions) was incorporated as numbered lots 1 and 2 in Block 238); and the parcels conveyed by C 3 and C 26 (both with Form A restrictions), are shown on this map, although not numbered as lots. This demonstrates that the Phelps Estate did not uniformly apply Form B restrictions to the numbered lots and Form A restrictions to the unnumbered lots.

June 26, 1924—Deed C 7 executed (Case, p. 83).

The description in this deed refers to a map of different title from C 27, the block letter is

different but the lot numbers and particular description identify lot 7, block 238 on C 27. Form B restrictions.

September 29, 1924—Deed C 20 executed (Case, p. 117). Refers again to a pre-existing map; refers to Frances Street as an existing street, and by particular description is identified as lot 24, block 238 A on C 27. Form B restrictions. This lot is now owned by defendant Langeley, for whom an answer was filed (apparently inadvertently and without authority) but later withdrawn and a decree pro con entered against this defendant (See Order, Case, p. 46).

November 1, 1924—Map C 27 (Case, p. 140) filed in Bergen County Clerk's Office. Its title is that used in the above deeds C 21, C 11, C 7 and C 20, but inserted therein is "Section No. 3." By this title; by the call in C 25 for Merri-son Street, about 100 feet north of the north-erly line of the lots in block 238 A, shown on this map; and by the coincidence of the lots conveyed by C 21, C 11, C 7 and C 20, with those shown on this map, and the leaving of blank spaces for the lands conveyed by C 3 and by C 26, it is apparent that the common grantor owned other adjacent property than this Section 3 shown on C 27. Defendants have offered no evidence in this case to show that such property was similarly restricted to the plots of appellants.

December 3, 1924—Deed C 17 executed (Case, p. 109). Conveys lots 20, 21, Block 238 A, by reference to C 27. Form B restrictions. Re-spondent Boas now owns this plot.

January 2, 1925—Deed C 13 executed (Case, p. 99). Conveys lots 16, 17, 18, 19, block 238 by reference to map C 27. Form B restrictions. (For these restrictions see Case, p. 100, lines 13-32.) Part of this plot was afterwards conveyed to appellants, Humphreys and wife, by C 1 (Case, p. 67), a deed containing no restrictions, on which these appellants rest their right to relief in this case.

April 22, 1925—Deed C 18 executed (Case, p. 111). The premises of the respondent Pitney were conveyed by this deed by reference to the map, C 27, and subject to Form B restrictions.

April 28, 1925—Deed C 22 executed (Case, p. 123). Part of the premises of respondent, Ibach, were conveyed by this deed by reference to the map, C 27, and subject to form B restrictions.

June 13, 1925—Map C 28 (Case, p. 141) filed in Bergen County Clerk's Office. Rearrangement of lots 15 to 19, Block 238.

It is to be noted that four of the lots (16-19) rearranged by this map had been conveyed by C 13 on Jan. 2, 1925, subject to "set back" restrictions from "the line of the street on which said property fronts," i. e., Westfield Avenue; and that the "re-arrangement" by this map produced a new or "re-arranged" lot, No. 16, which although it fronts on Cedar Lane and Frances Street, is not restricted to any "set-back" from either of those streets, although the adjacent lots fronting on those streets are so restricted. This discrepancy is discussed in the analysis of the restrictions under Point IV below.

June 26, 1925—Deed C 15 executed (Case, p. 104).

The plot of respondent Price, and plot of respondent McClelland (and other property) was conveyed by this deed by reference to Map C 27, and subject to Form B restrictions.

January 13, 1926—Deed C 14 executed (Case, p.

101). Conveys (with other property) lot 16, Block 238 A, on Map C 27, subject to form B restrictions. This lot is now owned by respondent Gompert.

January 7, 1927—Deed C 23 executed (Case, p.

126). Part of the premises of respondent Ibach were conveyed by this deed, by reference to the map, C 27, and subject to form B restrictions.

January 17, 1930—Exhibit C 29 executed. Agree-

ment to release restrictions (Case, p. 142). Before the bill was filed, an attempt was made to release all of the restrictions on this tract, by this agreement to that effect. This agreement was executed by the owners of 22 of the lots, but was not signed by the owners of the other 15 lots.

March 17, 1930—Deed, C 1, to appellants, Humph-

reys, executed. This deed contains no restrictions.

April 24, 1930—Bill of Complaint filed (Case,

p. 1).

N. B.—We have not set forth the conveyances by

the common grantor of the plots of the other parties, including those who had signed the re-

lease agreement, C 29 (and who had joined as complainants) and those who had not signed the release and who were joined as defendants (but suffered a decree pro con to be entered against them).

For convenience, the complainants-appellants have prepared and offered (Ex. C 30; Case, p. 155), a copy of the map on which is shown the parcels owned by the respective parties, with a memorandum of the deed for each parcel by the common grantor, and have indicated thereon the lots now owned, respectively, by the complainants, the answering defendants, and the defendants against whom there is a decree pro con.

It appears, therefore, that:

a. Appellant Mary P. Richter is in peaceable possession of one of the parcels into which the Phelps Estate tract was subdivided, i. e., a plot 100 x 200 on the east side of Heasley Avenue running through from Cedar Lane to Frances Street, which she owns under a deed (Ex. C 2; Case, p. 69) in which there are no restrictions, although restrictions appear in a prior deed for this plot by the common grantor (Ex. C 3; Case, p. 72).

b. Appellants, Humphreys and wife, are in peaceable possession of one of the parcels into which the Phelps Estate tract was subdivided, i. e., lot 18, block 238, Map C 28, a plot on the west side of Westfield Avenue (now Queen Anne Road) between Cedar Lane and Frances Street, which they own under a deed (Ex. C 1, Case, p. 67) in which there are no restrictions, although restrictions appear in a prior deed by the common grantor (Ex. C 13; Case, p. 99) for this plot and other adjacent lands.

The bill was filed by the Humphreys and Mrs. Richter as complainants owning under these deeds containing no restrictions and therefore entitled, under the statute, to seek this remedy. The other owners who had signed the release agreement (C 29) joined as complainants, although entitled to no decree for their own parcels, as their deeds did contain restrictions. The owners of the 15 other lots, who had not signed the release agreement (C 29) were made defendants as were also all of the mortgagees and other encumbrancers.

*Answer* (Case, p. 38)—Defendants (respondents here) owning 11 lots, have answered and contested the case at the trial below, contending that the restrictions are enforceable against the lands of the appellants. It should be noted that all of the plots owned by the respondents are in block 238 A and lie north of Frances Street, and that none of the respondents own property in block 238, lying between Cedar Lane and Frances Street, nor property fronting on Heasley Avenue (now Palisade Avenue).

*Decree Pro Con* (Case, p. 43)—Defendants owning three of the remaining lots did not answer and there is a decree pro con against them and the owner of one lot (Langeley) withdrew an answer filed for him and a decree pro con was entered against him also (Order, Case, p. 46). One of these defendants is the common grantor, Phelps Estate, which when the bill was filed, still owned one lot, which it conveyed later by Ex. D 1 (Case, p. 156). None of the mortgagors nor other encumbrancers have answered and there is a decree pro con against them.

*Decree* (Case, p. 166)—The decree adjudges that appellants are entitled under this statute to maintain this suit (Case, p. 167, lines 18-30); that as to the answering defendants (respondents here) appellant Humphreys' lands are subject to the restrictions in the deed, C 13, except that as to limiting the number of dwelling houses which may be erected thereon (Case, p. 169, lines 20-31); that as to the answering defendants (respondents here), appellant Richter's lands are subject to the restrictions in the deed C 3 (Case, p. 170, lines 30-37), and allows costs of the answering defendants and a counsel fee against the complaint, Richter (Case, p. 170, lines 38-40).

*Notice of Appeal* (Case, p. 171). Appellants Humphreys and wife and Mrs. Richter and husband, appeal from so much of the decree as subjects their lands to these restrictions, and as allows costs and counsel fees to the answering defendants.

*Petition of Appeal* (Case, p. 173)—The grounds of appeal are that (a) The common grantor of the complainants and defendants, by whose deeds said restrictions were alleged to have been imposed, did not bind itself in any of the deeds to perpetuate the covenants in favor of subsequent purchasers of the remaining portions of its land;

(b) The covenants did not purport to be for the benefit of subsequent purchasers of unsold lots;

(c) The covenants did not enter into the consideration of the defendant's purchases of these lands;

(d) No neighborhood scheme was obligatory on the aforesaid common grantor;

- (e) The restrictive covenants are not uniform;
- (f) The restrictive covenants are not reciprocal;
- (g) The character of the neighborhood has so changed as to defeat the purpose of the covenants and thus to render their enforcement unreasonable (Grounds of Appeal, Case, pp. 174, 175).

### Testimony.

In addition to the facts appearing from the exhibits, the complainants proved by a witness, Boyd (Case, p. 49, et seq.), that this neighborhood, while formerly an outlying district, fronting on an ordinary country road between two relatively small Bergen County municipalities, Englewood and Hackensack, had now become an active business center, with the post office actually on the plot of appellant, Richter; the bank, railroad station, stores, gas stations, immediately adjacent thereto; apartment houses, a lumber yard, a milk depot, a large hospital, the local municipal building nearby; and that the country road, Cedar Lane, is now a County Road widened, regraded and a "feeder" to one of the new State Highways to the Hudson River Bridge.

The defendants attempted to prove by their witness, Jones, that "it was made known to the several persons to whom this property was sold, that it was being sold subject to the restrictions in the several deeds offered in evidence here," but Mr. Jones testified:

"A. He got his deed and it was assumed he read the deed.

Q. Was he advised the restrictions applied to the block?

A. I don't know whether there was any definite statement but it was assumed that all the deeds have the same restrictions" (Case, p. 60, lines 29-35).

Mr. Jones also testified that the common grantor, Phelps Estate, had conveyed its lands on the opposite side of Palisade Avenue (Heasley Avenue) free of restrictions (Case, p. 59, lines 28-40; p. 60, lines 1-18). And respondents have offered no proofs that the common grantor restricted in any way its other lands in the neighborhood of those shown on its map, of Section 3 of Property of the Estate of Wm. Walter Phelps, C 27, nor could they have proven that there were such restrictions, because by the testimony above noted, it is apparent that the surrounding neighborhood is now built up in such a way as to demonstrate that there were no such restrictions, or if there were, that they have been utterly abandoned.

### I.

**The burden of establishing the enforceability of these restrictions is on respondents, and equity will not aid them unless the right to such aid is clear.**

Some of the cases to be cited and relied upon by appellants are cases in which a complainant sought to enjoin a breach of a restriction. These cases are applicable here as a bill to quiet title is a compulsory invitation to the defendants to set up and establish their claims, and the position of the respondents in the present suit is, therefore, the same as though they had filed a bill for an injunction to enforce these restrictions against the present com-

plainants. The burden of establishing the enforceability of these restrictions is on the respondents.

In a suit on bill to quiet title, Vice Chancellor Pitney said, at page 172:

“The complainant, being in possession, the burden is cast upon the defendant of showing its title, and that it is superior to the complainant’s. It becomes the actor.”

*McCullough v. Absecon Beach, etc.*, 48 N. J. E. 170.

And this Court unanimously affirmed his decision.

*Absecon Beach, etc., Co. v. McCullough*, 49 N. J. Eq. 593.

In *Fortesque v. Carroll*, 76 N. J. Eq. 583, this Court held that:

“1. Courts of equity do not aid one man to restrict another in the uses to which he may lawfully put his property unless the right to such aid is clear.”

In *Howland v. Andrus*, 81 N. J. Eq. 174, this Court held that:

“2. In cases where the right of a complainant to relief by the enforcement of a restrictive covenant is doubtful, to doubt is to deny.”

In *Marsh v. Marsh*, 90 N. J. Eq. 244, this Court held that:

“1. Courts of equity will not aid one man to restrict another in the uses to which he may lawfully put his property unless the right to such aid is clear.”

And in *Paff v. Margerum*, 103 N. J. Eq. 74, this Court unanimously affirmed a decree denying an injunction in a restriction case, for the reasons stated by Vice Chancellor Buchanan in his opinion, in which he said (at p. 76) :

“It has been repeatedly laid down that restrictions upon real estate are not looked upon with favor, and restrictive agreements are enforced only when and so far as they are clear with respect to the restrictions which they purport to impose.

Restrictions upon the use of lands are always to be construed strictly, and ambiguities and uncertainties are to be resolved in favor of the owner's unrestricted use of the land. *Marsh v. Marsh*, 90 N. J. Eq. 244; *Underwood v. Herman*, 82 N. J. Eq. 353; *Howland v. Andrus*, 81 N. J. Eq. 175. Equity does not aid one to restrict another in the use to which he may put his land unless the right to such aid is clear, and when there is doubt as to the right, equitable relief will be denied. *Fortesque v. Carroll*, 76 N. J. Eq. 583; *Howland v. Andrus*, *supra*; *Underwood v. Underwood*, *supra*.”

## II.

**The restrictions in the deeds by the Phelps Estate for lands of these appellants are “neighborhood scheme” restrictions.**

The covenant as to enforcement of the restrictions in the deed, C 3 (Case, p. 72), by which the Phelps Estate conveyed the appellant Richter's plot, are :

“And it is expressly agreed that the several covenants on the part of the party of the second part above specified shall attach to and run with the land and it shall be lawful not only for the party of the first part, its successors and assigns, but also for the owner or owners of any property in the neighborhood of the premises hereinabove described deriving title from or through said party of the first part to prosecute any proceedings at law or in equity against the party or parties violating said covenants, their heirs, executors, administrators or assigns” (Case, p. 74, lines 10-22).

And this covenant was inserted also in the deeds, C 25 (Case, p. 133, at p. 135) and C 26 (Case, p. 136, at p. 139), for the lots on the north side of Frances Street directly opposite the Richter plot.

This Court in *Scull v. Eilenberg*, 94 N. J. Eq. 759, considered a covenant for the enforcement of restrictions which was almost exactly like this, and Mr. Justice Katzenbach, delivering the opinion, said at page 762:

“It is apparent from the wording of the restrictions and covenants above set forth that the purpose of the Chelsea Beach Co. was to create a general neighborhood scheme \* \* \*.”

And Judge White, in a concurring opinion said, at page 772:

“Coming now to the case in hand, the language of the covenant speaks ‘Neighborhood scheme’ and nothing else.”

In the deed by Phelps Estate for appellant, Humphreys', plot, and in the deeds for all of the respondents' plots, the wording is merely:

"Subject, however, to the following restrictions which shall attach to and run with the land."

There is no express covenant as to enforcement in these deeds so that the restrictions in this form are enforceable only by reason of the equities arising out of a "neighborhood scheme."

IT IS RESPECTFULLY SUBMITTED THAT THE RESTRICTIONS NOW TO BE CONSIDERED ARE *NEIGHBORHOOD RESTRICTIONS*.

### III.

**Neighborhood restrictions to be enforceable must be universal and reciprocal.**

In *DeGray v. Monmouth Beach Club House*, 50 N. J. Eq. 329, Vice Chancellor Green said, at page 340:

"The law, deducible from these principles and the authorities, applicable to this case, is, that where there is a general scheme or plan, adopted and made public by the owner of a tract, for the development and improvement of the property, by which it is divided into streets, avenues and lots, and contemplating a restriction as to the uses to which buildings or lots may be put, to be secured by a covenant embodying the restrictions, to be inserted in each

deed to a purchaser; and it appears, by writings or by the circumstances, that such covenants are intended for the benefit of all the lands, and that each purchaser is to be subject to and to have the benefit thereof; and the covenants are actually inserted in all deeds for lots sold in pursuance of the plan; one purchaser and his assigns may enforce the covenant against any other purchaser and his assigns, if he has bought with knowledge of the scheme, and the covenant has been part of the subject-matter of his purchase."

In *Scull v. Eilenberg*, 94 N. J. Eq. 759, Mr. Justice Katzenbach, delivering the opinion of this Court, said at page 762:

"A neighborhood scheme of restrictions to be effective and enforceable must have certain characteristics. It must be universal, that is, the restrictions must apply to all lots of like character brought within the scheme. Unless it be universal it cannot be reciprocal. If it be not reciprocal, then it must as a neighborhood scheme fall, for the theory which sustains a scheme or plan of this character is that the restrictions are a benefit to all. The consideration to each lot owner for the imposition of the restriction upon his lot is that the same restrictions are imposed upon the lots of others similarly situated. If the restrictions upon all lots similarly located are not alike, or some lots are not subject to the restrictions while others are, then a burden would be carried by some owners without a corresponding benefit."

And this statement, cited and quoted, at page 766, by Vice Chancellor Fielder in *Klein v. Sisters of Charity, etc.*, 101 N. J. Eq. 761, was unanimously approved by this Court, which affirmed his decree for the reasons stated in his opinion.

#### IV.

**The restrictions on appellants' lots are unenforceable, as they are neither universal nor reciprocal.**

An analysis of these restrictions, item by item, and a comparison of the restrictions in the deeds by which the Phelps Estate conveyed the parcels shown on the map, C 27 (Case, p. 140), and modified by the map, C 28 (Case, p. 141), is as follows:

1. ONLY ONE DWELLING TO BE BUILT ON EACH LOT. This item of the restrictions was held unenforceable by Vice Chancellor Bigelow, and none of the parties has appealed from that part of the decree. This restriction, while inserted in many other deeds, is omitted entirely from the deed for appellant, Richter's plot, C 3 (Case, p. 72, at p. 73, lines 18-38); is omitted from the deed, C 25 (Case, p. 133, at p. 134, lines 24, 39); is omitted from the deed, C 26 (Case, p. 136, at p. 138, lines 27-40); is omitted from the deed for respondent Gompert's plot, C 14 (Case, p. 101, at p. 103, lines 2-20). By the deed, C 16 (Case, p. 106, at p. 107, line 38), *two* dwellings are permitted on one lot; by the deed for part of respondent Ibach's plot, C 22 (Case, p. 123, at p. 124, lines 31-32), but one house is permitted on the  $1\frac{1}{2}$  lots thereby conveyed; by deed for the other part of respondent Ibach's plot, C 23 (Case, p. 126, at p. 127, lines 29, 30) but one house is per-

mitted on the 1½ lots thereby conveyed. And in the deed, C 4 (Case, p. 75, at p. 76, lines 27-30) this restriction, while it limits the owner to two dwelling houses on two lots, adds a new variant, found only in this deed, that there shall be "not more than one house on either street" so that as to this parcel we have, instead of a restriction permitting only one dwelling to be built on each lot, a variant which permits one house on the Cedar Lane part of two lots and another on the Frances Street part of the same two lots. The deed for appellant Humphrey's lot (and other <sup>part</sup> ~~part~~ property), C 13 (Case, p. 99, at p. 100, lines 15-17), while it restricts the grantee of four lots (Nos. 16, 17, 18, 19, Ex. C 27, Case, p. 140) to the erection of four dwelling houses, does not restrict him to one dwelling on each lot.

2. 25 FT. SET BACK FOR DWELLINGS FRONTING ON CEDAR LANE. This restriction, inserted in all other deeds for lots fronting on Cedar Lane, is omitted from deed for appellant Richter's plot, C 3 (Case, p. 72, at p. 73, lines 18-38). And in the deed, C 13 (Case, p. 99) by which lots 16, 17, 18 and 19, Block 238 as shown on Ex. C 27 (Case, p. 140) are conveyed, the set back restriction (p. 100, lines 20-22) is "25 ft. from the line of the street on which said property fronts," i. e., Westfield Avenue, with no requirement for any set back from Cedar Lane. And by the map, C 28 (Case, p. 141), these four lots (and lot 15 adjacent thereto) were "re-arranged" so that the "re-arranged" lot 16 fronts on Cedar Lane and Frances Street. As to this lot there is, therefore, no restriction for a set back from Cedar Lane.

3. 25 FT. SET BACK FOR DWELLINGS FRONTING ON SOUTH SIDE OF FRANCES

STREET. This restriction, inserted in all other deeds for lots fronting on the south side of Frances Street, is omitted from deed for appellant Richter's plot, C 3 (Case, p. 72, at p. 73, lines 18-38). And in the deed C 13 (Case, p. 99), by which lots 16, 17, 18 and 19, Block 238 as shown on Ex. C 27 (Case, p. 140) are conveyed, the set back restriction (Case, p. 100, Lines 20-22) is "25 ft. from the line of the street on which said property fronts," i. e., Westfield Avenue, with no requirement for any set back from Frances Street. And by the map, C 28 (Case, p. 141), these four lots (and lot 15 adjacent thereto) were "re-arranged" so that the "re-arranged" lot 16 fronts on Cedar Lane and Frances Street. As to this lot there is, therefore, no restriction for a set back from Frances Street.

4. 25 FT. SET BACK FOR DWELLINGS FRONTING ON THE NORTHERLY SIDE OF FRANCES STREET. This restriction, inserted in all other deeds for lots fronting on the northerly line of Frances Street, is omitted from the deed for Lot 31, C 25 (Case, p. 133, at p. 134, Lines 24-39); and is omitted from the deed, C 26 (Case, p. 136, at p. 138, Lines 27-40).

5. MINIMUM COST OF DWELLINGS \$5,500. This restriction appears uniformly in all the deeds, and is not objected to by appellants.

6. 60 FT. SET BACK FOR GARAGES OR OUTBUILDINGS BETWEEN CEDAR LANE AND FRANCES STREET. This restriction, while uniformly inserted in all other deeds for lots fronting on Cedar Lane, and on the southerly side of Frances Street, is different in the deed for ap-

pellant, Richter's plot, C 3, (Case, p. 72, at p. 73, lines 18-38), where the set back from Cedar Lane is from 75 to 100 feet, and from Frances Street is 75 feet, and is different in the deed for appellant, Humphrey's, plot, C 13 (Case, p. 99, at p. 100, lines 12-32) where the set back is 75 feet from "the line of the street on which said property fronts," i. e. Westfield Avenue, so that, as in the set back for dwellings (see 2 and 3 above), there is as to these four lots, no restriction requiring outbuildings to be set back from Cedar Lane or Frances Street, and by the "re-arrangement" by Map C 28, the "re-arranged" lot 16, although fronting on both Cedar Lane and Frances Street, has no outbuilding set back restriction at all.

7. 75 FT. SET BACK FOR GARAGES OR OUTBUILDINGS NORTH OF FRANCES STREET. This restriction, while uniformly inserted in all other deeds for lots north of Frances Street is omitted from the deed for lot 31, C 25 (Case, p. 133, at p. 134, Lines 24-39), and is omitted from the deed C 26 (Case, p. 136, at p. 138, lines 30-40).

8. 75 FT. SET BACK FOR GARAGES AND OUTBUILDINGS ON THE WEST SIDE OF WESTFIELD AVENUE. This restriction, while inserted in the other deeds for plots on the west side of Westfield Avenue, including the deed C 13 for appellant Humphrey's plot, is different in the deed for respondent Gompert's plot, C 14 (Case, p. 101 at p. 103, Lines 13-16), where the set back is 100 feet.

9. AGAINST STORES. This restriction, while inserted in all other deeds, is omitted from the deed

C 26 (Case, p. 136, at p. 138, lines 27-40; p. 139, lines 1-3), by which the common grantor conveyed the plot on the northeast corner of Heasley Avenue and Frances Street, directly opposite the plot of appellant, Richter.

10. AGAINST GAS STATIONS AND PUBLIC GARAGES. This restriction, while inserted in all other deeds, is omitted from the deed for appellant, Richter's, plot C 3 (Case, p. 72, at p. 73, lines 18-38); is omitted from the deed for lot 31, C 25 (Case, p. 133, at p. 134, lines 24-30) and is omitted from the deed, C 26 (Case, p. 136, at page 138, lines 27-40).

11. ORDINARY RESTRICTION AGAINST NUISANCES,—i. e. "saloon, hotel, market, slaughter house, blacksmith shop, tanning factory or (for) any dangerous, noxious or offensive purpose whatsoever." This restriction appears uniformly in all the deeds, and is not objected to by appellants.

12. RESERVATION BY PHELPS ESTATE OF RIGHT TO MODIFY RESTRICTIONS. In three deeds, C 3 (Richter plot), C 25 (Lot 31) and C 26, the covenant is that the grantee will not do the things expressed in the restrictions:

"without the written consent of the party of the first part, its successors and assigns"  
(Case, p. 74, lines 8-10).

No such reservation appears in any of the other deeds.

13. ENFORCEMENT BY PHELPS ESTATE GRANTEES OF PROPERTY IN THE NEIGHBORHOOD. This covenant appears only in C 3, C 25 and C 26. There is no such covenant in any of the other deeds.

IT IS RESPECTFULLY SUBMITTED THAT THE RESTRICTIONS ON APPELLANTS' PLOTS ARE NEITHER UNIVERSAL NOR RECIPROCAL, AND THAT THESE RESTRICTIONS ARE, THEREFORE, UNENFORCEABLE.

## V.

**The character of the neighborhood has so changed as to defeat the purpose of these covenants and so as to render the enforcement of the restrictions unreasonable and inequitable.**

It is proven by the testimony of appellants' witness, Boyd (Case, p. 49, et seq.), (which respondents made no attempt to deny for reasons which are apparent to those who are familiar with this locality), that this neighborhood, once part of the farm of the late William Walter Phelps, and at the inception of the transactions pertinent to this suit, a sparsely settled outlying district accessible only by an ordinary, narrow, country road (Cedar Lane), has by the effort of the common grantor and its agents and associates, capitalizing the almost phenomenal growth of Bergen County, now become an active business center. During this time the West Shore Railroad has been four-tracked, Cedar Lane widened and converted into a major highway from Hackensack towards New

York, a large number of business and commercial buildings have been erected in that immediate vicinity; and it requires no argument to demonstrate that this neighborhood has so changed as to make it highly inequitable to subject the lands of these appellants to these restrictions, forbidding the use of their lands for purposes similar to the uses permitted to their neighbors.

The owners of 22 out of the 37 parcels in the restricted tract joined in the execution of the release agreement (C 29, Case, p. 142), thus indicating that they recognized that the enforcement of these restrictions is no longer equitable nor desirable. The common grantor and the owners of four of the lots have recognized this too, for they have not contested appellants' application for relief, but have suffered a decree *pro confesso* to be taken against them; and by the express words of the statute, the decree should be "that such defendant has no right, title or interest in, under or to such covenants, conditions, agreement, and in so far as such defendant is concerned, that the same do not exist" C. S., page 5406, Section 18.

The respondents owning only 11 of the plots, all of which are north of Frances Street and none of which front on Cedar Lane or Palisade Avenue, are patently far less affected than their neighbors by the continuance of the restrictions. We make no suggestion as to their motive in this attempt to dominate the large majority of their neighbors, for in this court no matter what their motive, they are entitled to enforce their rights if they have any.

But they have no legal rights; the restrictions are not legally enforceable because no uniform set of restrictions were actually inserted in all the deeds for these lots, nor did these restrictions apply uniformly to all of their lots of like character.

And they have no equitable rights because the whole neighborhood has so changed as to make it inequitable to deny to these appellants the freedom to use their lands in the same manner as lands of their neighbors, some even on this very map, have been and are now allowed to use their lands.

IT IS RESPECTFULLY SUBMITTED THAT RESPONDENTS HAVE NO LEGAL OR EQUITABLE RIGHTS TO ENFORCE THESE RESTRICTIONS AGAINST APPELLANTS.

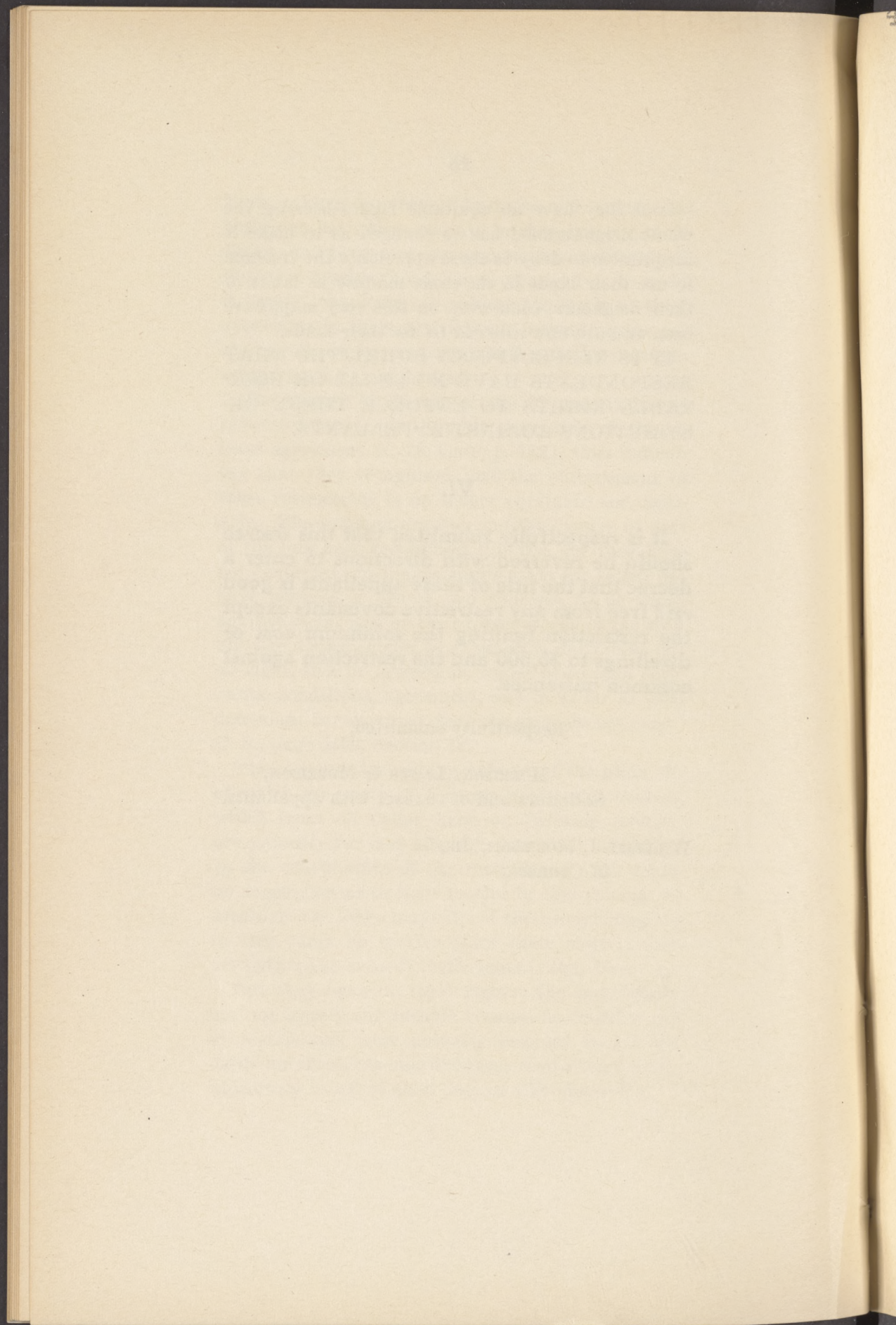
## VI.

It is respectfully submitted that this decree should be reversed with directions to enter a decree that the title of these appellants is good and free from any restrictive covenants except the restriction limiting the minimum cost of dwellings to \$5,500 and the restriction against common nuisances.

Respectfully submitted,

MORRISON, LLOYD & MORRISON,  
Solicitors and of counsel with appellants.

WILLIAM J. MORRISON, JR.,  
of Counsel.



# New Jersey Court of Errors and Appeals

Between

GEORGE W. HUMPHREYS and  
wife, MARY P. RICHTER and  
husband,

Complainants-Appellants,  
and

EMIL IBACH, *et als.*,

Defendants-Respondents.

On Appeal  
from Court  
of Chancery.

## RESPONDENTS' BRIEF.

This is an appeal from a decree of the Court of Chancery upholding the validity of certain restrictions appearing in the deeds of the appellants (168-169).

### I.

The appellants contend that the restrictions should not be enforced because the right to such aid is not clear.

They then cite a number of cases to support this contention. However, in each and every one of the cases cited, it will be found that the covenants which were under consideration by the Court in those cases were uncertain and ambiguous. No such contention was raised by the complainants in the Court below, nor is any such contention being raised now on appeal.

The restrictions contained in the covenants are free from uncertainty and ambiguity and we are at a loss to understand how the question discussed under Point I of the appellants' brief is now before this Court.

## II.

The second point raised by the appellants on this appeal is that the restrictions in the deeds in question are "Neighborhood scheme" restrictions.

The Vice Chancellor in his memorandum distinctly says that the restrictions appearing in Exhibit C-3 are not part of a neighborhood scheme and the Court below did not seek to enforce these restrictions as part of a neighborhood scheme. On the contrary, the Court below said that these restrictive covenants were made for the benefit of subsequent owners of other property of the common grantor, namely, the Phelps Estate, and that as such, they were enforceable by the respondents.

The Vice Chancellor found that when the first two conveyances were made, no general scheme had been formulated for the development of the neighborhood (159) and in this finding he is supported by the evidence of the Secretary of the Phelps Estate (60, line 23). There is no evidence anywhere to contradict the testimony given by this witness.

The argument of the appellants seems to be that the restrictions appearing in Exhibit C-3 can not be enforced as neighborhood restrictions.

The respondents are not relying upon the theory of neighborhood restrictions but are rely-

ing upon the theory that the restrictive covenants were made for the benefit of subsequent owners of the property of the Phelps Estate, the common grantor.

The proofs show that the lots owned by the respondents were all owned by the Estate in 1921, at the time of the creation of the restrictive covenants referred to and that therefore they, as grantees of the Phelps Estate, are entitled to enforce these covenants.

Leaver v. Gorman, 73 N. J. Eq. 129.  
Enderle v. Leslie Const. Co. 102 N. J.  
Eq. 575.

### III.

The next point urged by the appellants is that the neighborhood restrictions to be enforceable must be universal and reciprocal.

The difficulty with the argument of the appellant is that he interprets the words "universal and reciprocal" as if they had the exact meaning of the word "identical," but such is not the case.

A reading of the cases cited by the appellants shows that the rule is that lots similarly situated, if part of a proposed neighborhood plan of restriction, must have reciprocal restrictions. The cases do not hold that every lot, whether it is similarly situated or not, must have identical restrictions.

In the present case, the neighborhood scheme applied to all of the lots appearing on Exhibit C-27 to which numbers have been assigned, with the exception of lot 31.

However, lot 31 and the remaining properties shown on Exhibit C-27 which bear no number, were all conveyed by the Phelps Estate, the common grantor, prior to the development of the general neighborhood scheme, which comprised lots 1 to 19 in block 238 and lots 16 to 30 in block 238A.

Lot 31 was conveyed by the Estate of Phelps to Johanna G. F. Schulze on April 11th, 1924, by a deed, of which Exhibit C-25 is a copy (133). The three deeds made by the Phelps Estate before the development of the general scheme, namely, Exhibits C-3, C-25 and C-26, all contain restrictions which are identical and which are enforceable, not as part of a general neighborhood scheme, but because they were made by the common grantor for the benefit of the retained land.

As to the remainder of the property owned by the common grantor and which was subjected to the neighborhood restrictions, these restrictions are enforceable as such.

The respondents respectfully submit that it is not necessary that all of the restrictions shall be identical as would seem to be the contention of the appellants.

All that is necessary is that a general scheme be developed and adopted and when once adopted, that it be fulfilled.

The scheme adopted has been absolutely and completely fulfilled by the Phelps Estate. Each lot has been conveyed and every lot similarly situated has been subjected by it to identical restrictions.

It is not contended nor is there any evidence that any of the restrictions applicable to similar

lots included in this neighborhood scheme have been changed or altered or omitted from any subsequent conveyance made by the common grantor, after the neighborhood scheme was adopted. On the contrary, every conveyance made by the grantor contained the restrictions and even after the complainant herein had obtained a decree *pro confesso*, against the Phelps Estate, the common grantor, in so far as it affected lot 3 in block 238, the proofs show that they purchased this lot from the common grantor after such decree had been entered in this suit and that they accepted the deed containing the same restrictions upon lot 3 as were imposed upon the remaining property in that block. So that they themselves thereby nullified whatever benefits they could have acquired, if any, by their decree *pro confesso*, in so far as it applied to lot 3.

#### IV.

The appellants argue that the restrictions are unenforceable because they are not universal and are not reciprocal.

In considering this ground of appeal, it must be remembered that there are five different classes of property involved, as we look at the map, Exhibit C-27, namely:

(a) The property conveyed on April 25, 1921, by the common grantor, the Phelps Estate, to Julius P. Richter, prior to the conception of the general neighborhood scheme. This consisted of the lands known as the Richter plot, having a frontage of 200 feet on Heasley Avenue and running 100 feet back therefrom, the property extending from Cedar Lane on the south to

Frances Street on the north, which is described in Exhibit C-3.

(b) The property conveyed on May 2nd, 1921, by the common grantor, the Phelps Estate, to Johanna G. F. Schultze, one of the complainants herein, prior to the conception of the general neighborhood scheme. This consisted of the lands located on the northeast corner of Heasley Avenue and Frances Street, having a frontage on Heasley Avenue and running back therefrom for a distance of 152.53 feet on Frances Street and extending from Frances Street some 600 feet, although irregular in shape, all as described in Exhibit C-26.

(c) The property conveyed on April 11th, 1924, by the common grantor, the Phelps Estate, to Johanna G. F. Schultze, one of the complainants, prior to the conception of the general neighborhood scheme. This consisted of the lands which include the lot shown on Exhibit C-27 as lot 31, fronting on Frances Street and other lands in the rear thereof, extending through to Merrison Street on the north, all as more particularly described in Exhibit C-25.

(d) The premises known as lots 16, 17, 18 and 19 in block 238, fronting on Westfield Avenue, as shown on Exhibit C-27.

(e) The premises shown as lots 16, 17 and 18 in block 238A, fronting on Westfield Avenue, as shown on Exhibit C-27.

1. The first restriction with which the appellants deal under this point is the one which the Court below found against the respondents and as to this, there has been no appeal taken and therefore it is not before this Court.

2. The next restriction refers to the 25-foot set-back for dwellings fronting on Cedar Lane. The appellants first refer to the Richter plot conveyed by Exhibit C-3. As we have pointed out, this plot was never a part of the general neighborhood scheme and the conveyance was made before the neighborhood scheme was conceived.

It is contended that the restrictions on all of the lots fronting on Cedar Lane as laid out by the Phelps Estate are absolutely identical, in so far as they are made applicable to the neighborhood scheme. By an examination of C-27, it will be observed that the Richter plot fronts on three streets, namely, Cedar Lane, Heasley Avenue and Frances Street. This property was never in the neighborhood scheme and it is not contended that this plot is or was ever intended to be subject to the 25-foot set-back. It is a corner plot and was never within the scheme.

The lots described in deed Exhibit C-17, known as lots 16, 17, 18 and 19, front on Westfield Avenue. The restrictions contained in the deed from the common grantor, namely, in the deed Exhibit C-13, are identical so far as the 25-foot set-back is concerned. However, even if it were different from the lots facing on Frances Street or Cedar Lane, it would not affect the general scheme because the lots situated on Westfield Avenue can not be said to be similarly situated to those inside lots facing on Frances Street and Cedar Lane.

The fact that any subsequent grantee of the common grantor omitted the restrictions from any subsequent deed, can in no wise affect the rights of the property owners to insist upon the restrictions placed thereon by the common gran-

tor so that it is therefore apparent that the 25-foot set-back was placed in every deed executed by the common grantor when it conveyed the property contained in the general neighborhood scheme.

The statement that there is no restriction for a set-back on Cedar Lane is immaterial because the lots in question did not front on Cedar Lane but fronted on Westfield Avenue at the time of the conveyance from the common grantor.

3. The same reply that is made for the 25-foot set-back for buildings fronting on Cedar Lane applies with equal significance and force to the 25-foot set-back for dwellings fronting on the south side of Frances Street.

4. The point is made by the appellants that the 25-foot set-back for dwellings fronting on the northerly side of Frances Street does not apply to lot 31, described in C-25, and that it does not apply to the land described in C-26. It is without merit because both of these parcels were conveyed before the neighborhood scheme became effective or was put into operation.

5. There is no dispute as to the fifth criticism offered by the appellants as it is acceptable to both appellants and respondents.

6. The 60-foot set-back for garages and out-buildings between Cedar Lane and Frances Street, is applicable to every lot shown on Exhibit C-27 as fronting on Cedar Lane or Frances Street. The fact that it does not apply to the Richter plot can not affect the validity of the covenants in the general neighborhood scheme because the Richter plot was never within the scheme and is not situated similarly to the inside lots on Cedar Lane and Frances Street.

The fact that the set-back on the complainant Humphrey's plot, known as Plot C-13, is likewise immaterial because the complainant Humphrey's plot faces on Westfield Avenue and is so laid out on Exhibit C-27, being the northwest corner of Cedar Lane and Westfield Avenue.

Inasmuch as the deed from the common grantor referred to a Map which showed these lots facing on Westfield Avenue and conveyed them subject to certain restrictions as contained in that deed, there was no way by which any subsequent grantee could make any re-arrangement of this property and escape from the restrictions imposed.

The subsequent re-arrangement was not made by any consent of any body who had a right to enforce those restrictions, so that the rights of the defendants to enforce their restrictions are not in any wise affected by this so-called re-arrangement.

As a matter of fact, it is not alleged in the bill of complaint that any one of the owners of the lands shown on Exhibit C-27 have in any wise violated any of the restrictions placed thereon by the Phelps Estate; while on the other hand, it is alleged in the answer (42, line 30) that in each and every instance where buildings have been erected, the restrictions have been observed and complied with. This is not denied and therefore it must be taken as true.

7. The point is made by the appellants that the 75-foot set-back for garages and out-buildings on the north side of Frances Street was omitted from the deed for lot 31, Exhibit C-25, and omitted from the deed C-26. The respondents an-

swer that these properties were never in the general neighborhood scheme, applicable to the property facing on the north side of Frances Street and therefore this point has no merit.

8. The next point that the 75-foot set-back for garages and out-buildings on the west side of Westfield Avenue, while contained in all other deeds for the plots on the west side of Westfield Avenue, is different in the deed for the plot of the respondent Gompert where the set-back is 100 feet, can hardly avail the complainants in this case. If any one has the right to complain, it is Gompert but the respondent Gompert is not complaining. The reason for making the distinction between this lot and the other property facing on Westfield Avenue does not appear in the testimony. It may very well be that the conditions of the terrain made such a restriction imperative, but whatever the reason may be, there is nothing in the proofs before the Court to show that the remaining property on Westfield Avenue is situated similarly to lot 16 and the Appellate Court will not so surmise.

9. The point made by the appellants that the restriction against stores is omitted from the deed C-26, is answered as the respondents have done in several prior instances, that this plot of land was never in the general neighborhood scheme, having been conveyed by the common grantor prior to the conception of the neighborhood scheme.

10. The point made by the appellants that the restriction against gas stations and public garages is not included in the Richter plot (C-3) nor in the deed for lot 31 (C-25) nor in the deed C-26, is answered by the respondents as it has been

answered in several prior instances, that all of these lands were conveyed by the common grantor prior to the conception of the general neighborhood scheme and therefore is of no avail to the appellants.

11. The restriction against nuisances is not objected to by the appellants and therefore does not require consideration.

12. The next point that the reservation by the Phelps Estate of the right to modify restrictions is contained only in the three deeds, C-3, C-25 and C-26, which were conveyances of the properties by the common grantor prior to the conception of the general neighborhood scheme, and the following point that the covenant for enforcement by the grantees of the Phelps Estate is contained in these three deeds only, will be considered together.

It must be borne in mind that it is not contended that these three parcels of land were ever part of the general neighborhood scheme. The restrictions contained in these deeds are not enforceable under the theory of a general neighborhood scheme but are enforceable because they were placed in these three deeds for the benefit of the remaining lands owned by the common grantor and the grantees of the common grantor. This is not objectionable in equity and has been recognized over and over again as we have heretofore pointed out under Point III hereof.

To adopt the complainants' contention that all restrictions on all property owned by the common grantor must be identical, would prevent a general neighborhood scheme from ever being adopted by an owner of property where he de-

sired to set off a part for residence and a part for business or other purposes. This contention of the appellants has been well answered by the Vice Chancellor in that part of his memorandum which appears on page 164, lines 28 etc.

#### V.

The fifth ground urged by the appellants for the reversal of the decree of the Court of Chancery is that the character of the neighborhood has changed so as to render the enforcement of the restrictions unreasonable and inequitable.

In the first place, this is a question of fact and the finding of the Court below will not be reversed unless there has been palpable error. Upon this point, we are content to rely upon the opinion of the Court below as set out on page 165 of the printed case and we think that it fully answers this ground of appeal.

In his brief, counsel for the appellants, refers to the fact that 22 out of the 37 persons in the restricted area joined in the release agreement and that the respondents own only 11 of the plots in question, all of which are situated on the north side of Frances Street.

We desire to call the attention of the Court to the fact that while Eugene C. Fallois signed as the owner of lots 17 and 18 in block 238A, yet as appears from the order amending the bill of complaint on page 37 of the printed case, he had parted with his title prior to the filing of the bill of complaint herein and therefore can not be considered as having made any agreement binding upon his grantees.

In reality, of the 15 lots on the north side of Frances Street embraced in the general neighborhood scheme, beginning with lot 16 and ending with lot 30, the owners of only two of these lots signed the release agreement, namely, the owners of lot 19 and the owner of lot 23 (see page 150 of the State of the Case). The owners of the other 13 plots did not execute such agreement.

As a matter of fact, the only persons who are seeking to void these restrictions are those who own property facing on Cedar Lane, on Westfield Avenue and on Heasley Avenue where these properties are desired to be used for business purposes and to allow the inside lots facing on Cedar Lane to be used for business purposes carries the privilege through to the south side of Frances Street, which would permit the owners of this property to erect business properties immediately facing the high-class residences which have been erected on the lands on the north side of Frances Street and thereby destroy their value as private residential property.

These respondents have no motive other than to protect their property by the observation of those restrictions which made it so highly desirable for residential purposes, and they have every right to expect that a Court of Equity will say to these appellants that inasmuch as these appellants bought the property with their eyes open and subject to the very restrictions of which they now complain, they can not now ask to be relieved from that contract into which they voluntarily entered, to the injury of the respondents.

We therefore respectfully submit that the decree of the Court of Chancery in this case should be affirmed.

MELOSH, MORTEN & MELOSH,  
*Solrs. for Respondents.*



INDEX

	Page
Introduction	1
Chapter I	2
Chapter II	3
Chapter III	4
Chapter IV	5
Chapter V	6
Chapter VI	7
Chapter VII	8
Chapter VIII	9
Chapter IX	10
Chapter X	11
Chapter XI	12
Chapter XII	13
Chapter XIII	14
Chapter XIV	15
Chapter XV	16
Chapter XVI	17
Chapter XVII	18
Chapter XVIII	19
Chapter XIX	20
Chapter XX	21
Chapter XXI	22
Chapter XXII	23
Chapter XXIII	24
Chapter XXIV	25
Chapter XXV	26
Chapter XXVI	27
Chapter XXVII	28
Chapter XXVIII	29
Chapter XXIX	30
Chapter XXX	31
Chapter XXXI	32
Chapter XXXII	33
Chapter XXXIII	34
Chapter XXXIV	35
Chapter XXXV	36
Chapter XXXVI	37
Chapter XXXVII	38
Chapter XXXVIII	39
Chapter XXXIX	40
Chapter XL	41
Chapter XLI	42
Chapter XLII	43
Chapter XLIII	44
Chapter XLIV	45
Chapter XLV	46
Chapter XLVI	47
Chapter XLVII	48
Chapter XLVIII	49
Chapter XLIX	50
Chapter L	51
Chapter LI	52
Chapter LII	53
Chapter LIII	54
Chapter LIV	55
Chapter LV	56
Chapter LVI	57
Chapter LVII	58
Chapter LVIII	59
Chapter LIX	60
Chapter LX	61
Chapter LXI	62
Chapter LXII	63
Chapter LXIII	64
Chapter LXIV	65
Chapter LXV	66
Chapter LXVI	67
Chapter LXVII	68
Chapter LXVIII	69
Chapter LXIX	70
Chapter LXX	71
Chapter LXXI	72
Chapter LXXII	73
Chapter LXXIII	74
Chapter LXXIV	75
Chapter LXXV	76
Chapter LXXVI	77
Chapter LXXVII	78
Chapter LXXVIII	79
Chapter LXXIX	80
Chapter LXXX	81
Chapter LXXXI	82
Chapter LXXXII	83
Chapter LXXXIII	84
Chapter LXXXIV	85
Chapter LXXXV	86
Chapter LXXXVI	87
Chapter LXXXVII	88
Chapter LXXXVIII	89
Chapter LXXXIX	90
Chapter LXXXX	91
Chapter LXXXXI	92
Chapter LXXXXII	93
Chapter LXXXXIII	94
Chapter LXXXXIV	95
Chapter LXXXXV	96
Chapter LXXXXVI	97
Chapter LXXXXVII	98
Chapter LXXXXVIII	99
Chapter LXXXXIX	100
Chapter LXXXXX	101
Chapter LXXXXXI	102
Chapter LXXXXXII	103
Chapter LXXXXXIII	104
Chapter LXXXXXIV	105
Chapter LXXXXXV	106
Chapter LXXXXXVI	107
Chapter LXXXXXVII	108
Chapter LXXXXXVIII	109
Chapter LXXXXXIX	110
Chapter LXXXXXX	111
Chapter LXXXXXXI	112
Chapter LXXXXXXII	113
Chapter LXXXXXXIII	114
Chapter LXXXXXXIV	115
Chapter LXXXXXXV	116
Chapter LXXXXXXVI	117
Chapter LXXXXXXVII	118
Chapter LXXXXXXVIII	119
Chapter LXXXXXXIX	120
Chapter LXXXXXXX	121
Chapter LXXXXXXXI	122
Chapter LXXXXXXXII	123
Chapter LXXXXXXXIII	124
Chapter LXXXXXXXIV	125
Chapter LXXXXXXXV	126
Chapter LXXXXXXXVI	127
Chapter LXXXXXXXVII	128
Chapter LXXXXXXXVIII	129
Chapter LXXXXXXXIX	130
Chapter LXXXXXXXI	131
Chapter LXXXXXXXII	132
Chapter LXXXXXXXIII	133
Chapter LXXXXXXXIV	134
Chapter LXXXXXXXV	135
Chapter LXXXXXXXVI	136
Chapter LXXXXXXXVII	137
Chapter LXXXXXXXVIII	138
Chapter LXXXXXXXIX	139
Chapter LXXXXXXXI	140
Chapter LXXXXXXXII	141
Chapter LXXXXXXXIII	142
Chapter LXXXXXXXIV	143
Chapter LXXXXXXXV	144
Chapter LXXXXXXXVI	145
Chapter LXXXXXXXVII	146
Chapter LXXXXXXXVIII	147
Chapter LXXXXXXXIX	148
Chapter LXXXXXXXI	149
Chapter LXXXXXXXII	150
Chapter LXXXXXXXIII	151
Chapter LXXXXXXXIV	152
Chapter LXXXXXXXV	153
Chapter LXXXXXXXVI	154
Chapter LXXXXXXXVII	155
Chapter LXXXXXXXVIII	156
Chapter LXXXXXXXIX	157
Chapter LXXXXXXXI	158
Chapter LXXXXXXXII	159
Chapter LXXXXXXXIII	160
Chapter LXXXXXXXIV	161
Chapter LXXXXXXXV	162
Chapter LXXXXXXXVI	163
Chapter LXXXXXXXVII	164
Chapter LXXXXXXXVIII	165
Chapter LXXXXXXXIX	166
Chapter LXXXXXXXI	167
Chapter LXXXXXXXII	168
Chapter LXXXXXXXIII	169
Chapter LXXXXXXXIV	170
Chapter LXXXXXXXV	171
Chapter LXXXXXXXVI	172
Chapter LXXXXXXXVII	173
Chapter LXXXXXXXVIII	174
Chapter LXXXXXXXIX	175
Chapter LXXXXXXXI	176
Chapter LXXXXXXXII	177
Chapter LXXXXXXXIII	178
Chapter LXXXXXXXIV	179
Chapter LXXXXXXXV	180
Chapter LXXXXXXXVI	181
Chapter LXXXXXXXVII	182
Chapter LXXXXXXXVIII	183
Chapter LXXXXXXXIX	184
Chapter LXXXXXXXI	185
Chapter LXXXXXXXII	186
Chapter LXXXXXXXIII	187
Chapter LXXXXXXXIV	188
Chapter LXXXXXXXV	189
Chapter LXXXXXXXVI	190
Chapter LXXXXXXXVII	191
Chapter LXXXXXXXVIII	192
Chapter LXXXXXXXIX	193
Chapter LXXXXXXXI	194
Chapter LXXXXXXXII	195
Chapter LXXXXXXXIII	196
Chapter LXXXXXXXIV	197
Chapter LXXXXXXXV	198
Chapter LXXXXXXXVI	199
Chapter LXXXXXXXVII	200
Chapter LXXXXXXXVIII	201
Chapter LXXXXXXXIX	202
Chapter LXXXXXXXI	203
Chapter LXXXXXXXII	204
Chapter LXXXXXXXIII	205
Chapter LXXXXXXXIV	206
Chapter LXXXXXXXV	207
Chapter LXXXXXXXVI	208
Chapter LXXXXXXXVII	209
Chapter LXXXXXXXVIII	210
Chapter LXXXXXXXIX	211
Chapter LXXXXXXXI	212
Chapter LXXXXXXXII	213
Chapter LXXXXXXXIII	214
Chapter LXXXXXXXIV	215
Chapter LXXXXXXXV	216
Chapter LXXXXXXXVI	217
Chapter LXXXXXXXVII	218
Chapter LXXXXXXXVIII	219
Chapter LXXXXXXXIX	220
Chapter LXXXXXXXI	221
Chapter LXXXXXXXII	222
Chapter LXXXXXXXIII	223
Chapter LXXXXXXXIV	224
Chapter LXXXXXXXV	225
Chapter LXXXXXXXVI	226
Chapter LXXXXXXXVII	227
Chapter LXXXXXXXVIII	228
Chapter LXXXXXXXIX	229
Chapter LXXXXXXXI	230
Chapter LXXXXXXXII	231
Chapter LXXXXXXXIII	232
Chapter LXXXXXXXIV	233
Chapter LXXXXXXXV	234
Chapter LXXXXXXXVI	235
Chapter LXXXXXXXVII	236
Chapter LXXXXXXXVIII	237
Chapter LXXXXXXXIX	238
Chapter LXXXXXXXI	239
Chapter LXXXXXXXII	240
Chapter LXXXXXXXIII	241
Chapter LXXXXXXXIV	242
Chapter LXXXXXXXV	243
Chapter LXXXXXXXVI	244
Chapter LXXXXXXXVII	245
Chapter LXXXXXXXVIII	246
Chapter LXXXXXXXIX	247
Chapter LXXXXXXXI	248
Chapter LXXXXXXXII	249
Chapter LXXXXXXXIII	250
Chapter LXXXXXXXIV	251
Chapter LXXXXXXXV	252
Chapter LXXXXXXXVI	253
Chapter LXXXXXXXVII	254
Chapter LXXXXXXXVIII	255
Chapter LXXXXXXXIX	256
Chapter LXXXXXXXI	257
Chapter LXXXXXXXII	258
Chapter LXXXXXXXIII	259
Chapter LXXXXXXXIV	260
Chapter LXXXXXXXV	261
Chapter LXXXXXXXVI	262
Chapter LXXXXXXXVII	263
Chapter LXXXXXXXVIII	264
Chapter LXXXXXXXIX	265
Chapter LXXXXXXXI	266
Chapter LXXXXXXXII	267
Chapter LXXXXXXXIII	268
Chapter LXXXXXXXIV	269
Chapter LXXXXXXXV	270
Chapter LXXXXXXXVI	271
Chapter LXXXXXXXVII	272
Chapter LXXXXXXXVIII	273
Chapter LXXXXXXXIX	274
Chapter LXXXXXXXI	275
Chapter LXXXXXXXII	276
Chapter LXXXXXXXIII	277
Chapter LXXXXXXXIV	278
Chapter LXXXXXXXV	279
Chapter LXXXXXXXVI	280
Chapter LXXXXXXXVII	281
Chapter LXXXXXXXVIII	282
Chapter LXXXXXXXIX	283
Chapter LXXXXXXXI	284
Chapter LXXXXXXXII	285
Chapter LXXXXXXXIII	286
Chapter LXXXXXXXIV	287
Chapter LXXXXXXXV	288
Chapter LXXXXXXXVI	289
Chapter LXXXXXXXVII	290
Chapter LXXXXXXXVIII	291
Chapter LXXXXXXXIX	292
Chapter LXXXXXXXI	293
Chapter LXXXXXXXII	294
Chapter LXXXXXXXIII	295
Chapter LXXXXXXXIV	296
Chapter LXXXXXXXV	297
Chapter LXXXXXXXVI	298
Chapter LXXXXXXXVII	299
Chapter LXXXXXXXVIII	300
Chapter LXXXXXXXIX	301
Chapter LXXXXXXXI	302
Chapter LXXXXXXXII	303
Chapter LXXXXXXXIII	304
Chapter LXXXXXXXIV	305
Chapter LXXXXXXXV	306
Chapter LXXXXXXXVI	307
Chapter LXXXXXXXVII	308
Chapter LXXXXXXXVIII	309
Chapter LXXXXXXXIX	310
Chapter LXXXXXXXI	311
Chapter LXXXXXXXII	312
Chapter LXXXXXXXIII	313
Chapter LXXXXXXXIV	314
Chapter LXXXXXXXV	315
Chapter LXXXXXXXVI	316
Chapter LXXXXXXXVII	317
Chapter LXXXXXXXVIII	318
Chapter LXXXXXXXIX	319
Chapter LXXXXXXXI	320
Chapter LXXXXXXXII	321
Chapter LXXXXXXXIII	322
Chapter LXXXXXXXIV	323
Chapter LXXXXXXXV	324
Chapter LXXXXXXXVI	325
Chapter LXXXXXXXVII	326
Chapter LXXXXXXXVIII	327
Chapter LXXXXXXXIX	328
Chapter LXXXXXXXI	329
Chapter LXXXXXXXII	330
Chapter LXXXXXXXIII	331
Chapter LXXXXXXXIV	332
Chapter LXXXXXXXV	333
Chapter LXXXXXXXVI	334
Chapter LXXXXXXXVII	335
Chapter LXXXXXXXVIII	336
Chapter LXXXXXXXIX	337
Chapter LXXXXXXXI	338
Chapter LXXXXXXXII	339
Chapter LXXXXXXXIII	340
Chapter LXXXXXXXIV	341
Chapter LXXXXXXXV	342
Chapter LXXXXXXXVI	343
Chapter LXXXXXXXVII	344
Chapter LXXXXXXXVIII	345
Chapter LXXXXXXXIX	346
Chapter LXXXXXXXI	347
Chapter LXXXXXXXII	348
Chapter LXXXXXXXIII	349
Chapter LXXXXXXXIV	350
Chapter LXXXXXXXV	351
Chapter LXXXXXXXVI	352
Chapter LXXXXXXXVII	353
Chapter LXXXXXXXVIII	354
Chapter LXXXXXXXIX	355
Chapter LXXXXXXXI	356
Chapter LXXXXXXXII	357
Chapter LXXXXXXXIII	358
Chapter LXXXXXXXIV	359
Chapter LXXXXXXXV	360
Chapter LXXXXXXXVI	361
Chapter LXXXXXXXVII	362
Chapter LXXXXXXXVIII	363
Chapter LXXXXXXXIX	364
Chapter LXXXXXXXI	365
Chapter LXXXXXXXII	366
Chapter LXXXXXXXIII	367
Chapter LXXXXXXXIV	368
Chapter LXXXXXXXV	369
Chapter LXXXXXXXVI	370
Chapter LXXXXXXXVII	371
Chapter LXXXXXXXVIII	372
Chapter LXXXXXXXIX	373
Chapter LXXXXXXXI	374
Chapter LXXXXXXXII	375
Chapter LXXXXXXXIII	376
Chapter LXXXXXXXIV	377
Chapter LXXXXXXXV	378
Chapter LXXXXXXXVI	379
Chapter LXXXXXXXVII	380
Chapter LXXXXXXXVIII	381
Chapter LXXXXXXXIX	382
Chapter LXXXXXXXI	383
Chapter LXXXXXXXII	384
Chapter LXXXXXXXIII	385
Chapter LXXXXXXXIV	386
Chapter LXXXXXXXV	387
Chapter LXXXXXXXVI	388
Chapter LXXXXXXXVII	389
Chapter LXXXXXXXVIII	390
Chapter LXXXXXXXIX	391
Chapter LXXXXXXXI	392
Chapter LXXXXXXXII	393
Chapter LXXXXXXXIII	394
Chapter LXXXXXXXIV	395
Chapter LXXXXXXXV	396
Chapter LXXXXXXXVI	397
Chapter LXXXXXXXVII	398
Chapter LXXXXXXXVIII	399
Chapter LXXXXXXXIX	400
Chapter LXXXXXXXI	401
Chapter LXXXXXXXII	402
Chapter LXXXXXXXIII	403
Chapter LXXXXXXXIV	404
Chapter LXXXXXXXV	405
Chapter LXXXXXXXVI	406
Chapter LXXXXXXXVII	407
Chapter LXXXXXXXVIII	408
Chapter LXXXXXXXIX	409
Chapter LXXXXXXXI	410
Chapter LXXXXXXXII	411
Chapter LXXXXXXXIII	412
Chapter LXXXXXXXIV	413
Chapter LXXXXXXXV	414
Chapter LXXXXXXXVI	415
Chapter LXXXXXXXVII	416
Chapter LXXXXXXXVIII	417
Chapter LXXXXXXXIX	418
Chapter LXXXXXXXI	419
Chapter LXXXXXXXII	420
Chapter LXXXXXXXIII	421
Chapter LXXXXXXXIV	422
Chapter LXXXXXXXV	423
Chapter LXXXXXXXVI	424
Chapter LXXXXXXXVII	425
Chapter LXXXXXXXVIII	426
Chapter LXXXXXXXIX	427
Chapter LXXXXXXXI	428
Chapter LXXXXXXXII	429
Chapter LXXXXXXXIII	430
Chapter LXXXXXXXIV	431
Chapter LXXXXXXXV	432
Chapter LXXXXXXXVI	433
Chapter LXXXXXXXVII	434
Chapter LXXXXXXXVIII	435
Chapter LXXXXXXXIX	436
Chapter LXXXXXXXI	437
Chapter LXXXXXXXII	438
Chapter LXXXXXXXIII	439
Chapter LXXXXXXXIV	440
Chapter LXXXXXXXV	441
Chapter LXXXXXXXVI	442
Chapter LXXXXXXXVII	443
Chapter LXXXXXXXVIII	444
Chapter LXXXXXXXIX	445
Chapter LXXXXXXXI	446
Chapter LXXXXXXXII	447
Chapter LXXXXXXXIII	448
Chapter LXXXXXXXIV	449
Chapter LXXXXXXXV	450
Chapter LXXXXXXXVI	451
Chapter LXXXXXXXVII	452
Chapter LXXXXXXXVIII	453
Chapter LXXXXXXXIX	454
Chapter LXXXXXXXI	455
Chapter LXXXXXXXII	456
Chapter LXXXXXXXIII	457
Chapter LXXXXXXXIV	458
Chapter LXXXXXXXV	459
Chapter LXXXXXXXVI	460
Chapter LXXXXXXXVII	461
Chapter LXXXXXXXVIII	462
Chapter LXXXXXXXIX	463
Chapter LXXXXXXXI	464
Chapter LXXXXXXXII	465
Chapter LXXXXXXXIII	466
Chapter LXXXXXXXIV	467
Chapter LXXXXXXXV	468
Chapter LXXXXXXXVI	469
Chapter LXXXXXXXVII	470
Chapter LXXXXXXXVIII	471
Chapter LXXXXXXXIX	472
Chapter LXXXXXXXI	473
Chapter LXXXXXXXII	474
Chapter LXXXXXXXIII	475
Chapter LXXXXXXXIV	476
Chapter LXXXXXXXV	477
Chapter LXXXXXXXVI	478
Chapter LXXXXXXXVII	479
Chapter LXXXXXXXVIII	480
Chapter LXXXXXXXIX	481
Chapter LXXXXXXXI	482
Chapter LXXXXXXXII	483
Chapter LXXXXXXXIII	484
Chapter LXXXXXXXIV	485
Chapter LXXXXXXXV	486
Chapter LXXXXXXXVI	487
Chapter LXXXXXXXVII	488
Chapter LXXXXXXXVIII	489
Chapter LXXXXXXXIX	490
Chapter LXXXXXXXI	491
Chapter LXXXXXXXII	492
Chapter LXXXXXXXIII	493
Chapter LXXXXXXXIV	494
Chapter LXXXXXXXV	495
Chapter LXXXXXXXVI	496
Chapter LXXXXXXXVII	497
Chapter LXXXXXXXVIII	498
Chapter LXXXXXXXIX	499
Chapter LXXXXXXXI	500

