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BILL OF COMPLAINT.

Filed November 21, 1929.

In Chancery of New Jersey

To the Honorable Edwin Robert Walker, Chancellor of the State of New Jersey:

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The complainant William R. Wilson of Elizabeth, New Jersey, respectfully shows that:

1. On November 9, 1927 one August Lorcheim and Anna Sophia Lorcheim of the Borough of Roselle Park, Union County, New Jersey, were seized and possessed in fee simple of the tract of land hereinafter mentioned in the Borough of Roselle Park, in the County of Union and State of New Jersey, described as follows:

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BEGINNING in the Westerly line of St. Joseph's Avenue at the Northeasterly corner of lands of John and Maggie Quinn; thence running Westerly along said Quinn's land one hundred twenty-six (126) feet more or less to the Estate of William S. Williams; thence Northerly along said William's line forty-two (42) feet to other lands of Mrs. Charlier; thence Easterly along said Charlier's line one hundred twenty-seven (127) feet more or less to the Westerly line of St. Joseph's Avenue; thence Southerly along said St. Joseph's Avenue forty-five (45) feet to the place of BEGINNING.

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2. That on or about the 7th day of September 1928 the said August Lorcheim was justly indebted to complainant in the sum of \$2,798.42 and upwards. Complainant commenced an ac-

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Bill of Complaint.

10 tion against the said August Lorcheim for the recovery of the said debt and interest thereon, in the Circuit Court of Union County and such proceedings were thereupon had in the said suit, that afterwards to wit: On the seventh day of September 1928 complainant recovered a judgment against the said August Lorcheim in the said Circuit Court for the sum of \$2,853.92 damages including costs, as by the record of the said judgment in the said Circuit Court will more fully and at large appear; and which said judgment was afterwards and on June 13, 1929 docketed in the Supreme Court at Trenton, and in which at the time of docketing there was due the sum of \$2,853.92 aforesaid.

20 3. Complainant for the purpose of obtaining satisfaction of said judgment causes to be issued thereon out of said Supreme Court a writ of *feri facias de bonis et terris* tested on the 22nd day of October 1929 and returnable at the January term of 1930 which writ having been first duly recorded and delivered to the Sheriff of Union County, to whom it was directed, and whereby he commanded that of the goods and chattels of the said August Lorcheim in his County he should cause to be made and the said sum of \$2,853.92 aforesaid adjudged to complainant, and that if sufficient goods and chattels of said August Lorcheim in his County he could not find to make said moneys, he should cause the whole of the residue, as the case might require, of the said moneys to be made of the lands, tenements and hereditaments and real estate whereof the said August Lorcheim was seized on the said September 7, 1928, or at any time afterwards, in whose hands soever the same might be;

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Bill of Complaint.

and that the Sheriff should have those monies before said Supreme Court, on the return day of said writ, to render to complainant in satisfaction of his said writ judgment and that he should have then and there the said writ.

4. That Samuel H. Tool, Sheriff of said Union County, to whom the said writ of execution was directed and delivered being unable to find any goods and chattels of the said August Lorcheim whereon to levy and made the said judgment, levied upon the land and premises hereinbefore described as the property of the said August Lorcheim, as by the writ thereon endorsed in the office of the Clerk of the Supreme Court, at Trenton aforesaid, reference being thereunto had, will more fully and at large appear.

5. That the said August Lorcheim being so seized and possessed of said tract of land and premises as aforesaid, which are of value of \$8,000 and upwards, afterwards at the dates and times, and by the pretended deed hereinafter mentioned, and after the said debt so due and payable, and in order to secure the said property for his own use and benefit, and protect it from the said claim of complainant, and prevent complainant from collecting his said debt, contriving to defraud complainant, did by deed dated October 29, 1927 and recorded November 9, 1927 in Book 1125 of Deeds for Union County, on page 276 pretend to convey the tract of land first above described to one Henry Jacobs and Anna Jacobs, his wife, for the nominal consideration of one dollar.

6. That he has been informed and believes to be true and therefore expressly charges, that no consideration whatever was paid for said

Bill of Complaint.

conveyance aforesaid and that the said August Lorcheim and Anna Sophia Lorcheim, his wife, have always held, occupied, possessed and enjoyed, and received the rents, issues and profits of said land as fully to all intents and purposes as before the execution of said pretended conveyance.

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7. That complainant has frequently and in a friendly manner applied to the said August Lorcheim to pay the said judgment, or to cancel and surrender the said fraudulent conveyance or to convey or cause to be reconveyed the said premises to the said August Lorcheim and Anna Sophia Lorcheim, his wife, so that they may be sold under the said execution for the satisfaction of the said judgment, and a good and clear title given therefore to the purchaser thereof, as in equity and good conscience they ought to have done, and as complainant well hoped they would have done, but which they wholly refused to do.

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

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1. That Henry Jacobs and Anna Jacobs, his wife, August Lorcheim and Anna Sophia Lorcheim, his wife, the defendants may full, true and perfect answer make to all and singular the premises according to the best of their knowledge, information and belief, and that they may set forth and discover the real estate belonging to the said August Lorcheim and Anna Sophia Lorcheim, his wife, and conveyed as heretofore mentioned, and what disposition has been made of, or encumbrance put upon, the same fully and

Bill of Complaint.

particularly and in whose possession said real estate has been since October 29, 1927, and whether the same is encumbered, and if so, in what manner, in whose favor, by whom, and to what amount, and whether such conveyance as aforesaid was made of the said real estate, and if so for or upon what consideration, and to whom, when and by whom, the same was paid, and who has possessed and occupied said premises, and received the rents, issues and profits thereof since the said alleged or pretended conveyance thereof; and that the said defendants or some one of them, may be decreed to pay to complainant the full amount due and owing to him on his said judgment, with the interest, costs and execution fees accrued thereon; and that the said fraudulent conveyance and all other fraudulent conveyances and encumbrances, made, created or suffered between the said defendants and affecting the said lands, may be set aside and declared null and void; and that the said lands, may be sold, free, clear and discharged of and from the said fraudulent deed and all other fraudulent deeds and encumbrances under the said suit of execution or otherwise, and the proceeds thereof, or such part of the same as may be necessary, may be applied to the payment of complainant's said judgment; and that complainant may have such other or further relief in the premises as the nature of the case may require, and as may be agreeable to equity and good conscience.

2. That a writ of subpoena may issue, commanding defendants to answer the bill of com-

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Answer of Henry Jacobs and Wife.

plaint, and to abide by decree as to this Court may make in the premises.

WILLIAM R. WILSON,
Solicitor *pro se* and of Counsel
with Complainant.

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LIS PENDENS.

A lis pendens was filed on November 21 1929, in the Register's Office giving notice of the above suit and describing the property set forth in the bill of complaint.

20 **ANSWER OF HENRY JACOBS AND WIFE.**

Filed February 27, 1930.

The defendants, Henry Jacobs and Anna Jacobs, his wife, answering the bill of complaint say that:

1. Paragraph 1 is denied.
2. They have no knowledge or information sufficient to form a belief as to the statements in paragraphs 2, 3 and 4.
3. The allegations made in paragraph 5 of the complaint are denied except that these defendants admit that the defendants, August Lorcheim and Anna Sophia Lorcheim, his wife, being seized of the premises described in paragraph 1 of the complaint, did, by deed dated October 29, 1927, and recorded November 9, 1927, in Book 1125 of Deeds for Union County, on page 376, convey the said tract of land to these defendants,

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Answer of Henry Jacobs and Wife.

Henry Jacobs and Anna Jacobs, his wife, for a valuable consideration.

4. Paragraph 6 is denied.

5. They have no knowledge or information sufficient to form a belief as to the statements in paragraph 7.

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6. These defendants, and each of them, have not and never had, any knowledge that the conveyance made by the defendants, August Lorcheim and Anna Sophia Lorcheim, his wife, to them, as stated in paragraph 5 of the bill of complaint, was made for the purpose of defrauding the complainant as a creditor of the said defendant, August Lorcheim.

7. The conveyance mentioned in paragraph 5 of the said bill of complaint was made by the defendants, August Lorcheim and Anna Sophia Lorcheim, his wife, to these defendants, for a full and valuable consideration, amounting to the sum of \$7,494.86. This consideration was paid to the defendants, August Lorcheim and Anna Sophia Lorcheim, his wife, in the following manner. By the assumption of a building and loan bond and mortgage, covering the premises described in paragraph 1 of the bill of complaint, as well as taxes due on the said premises, and by the cancellation of the mortgage on the said premises, held by the defendant, Henry Jacobs. On November 4, 1927, six days after the conveyance was made, these defendants paid off the building and loan bond and mortgage covering the said premises, held by the Square Deal Building and Loan Association of Newark, New Jersey, on which there was then due the sum of \$5,345.60. This amount was paid by these de-

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Answer of Henry Jacobs and Wife.

10 defendants to the Building and Loan Association, through the law offices of Sauer & Sauer, of Elizabeth, New Jersey, attorneys for these defendants. On November 5, 1927, these defendants paid the Tax Collector of Roselle Park, New Jersey the sum of \$361.30, the amount due for taxes for the years 1926 and 1927 with interest. These moneys were also paid through the law offices of Sauer & Sauer. The additional consideration as above mentioned consisted of the cancellation of a mortgage covering said premises held by the defendant, Henry Jacobs, on which there was due at the time of the conveyance aforesaid, the sum of \$1,550.00 on the principal, together with interest in the sum of \$237.96.

20 8. The sum of \$7,494.86 paid by these defendants, Henry Jacobs and Anna Jacobs, his wife, for the premises as aforesaid, was the full value of said premises at the time of said purchase.

SAUER & SAUER,
Solicitors of Defendants Above.

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Answer of Anna Sophia Lorcheim.

ANSWER OF ANNA SOPHIA LORCHEIM.

Filed February 27, 1930.

The defendant, Anna Sophia Lorcheim, of the Borough of Roselle Park, County of Union and State of New Jersey, by the way of answer, 10
says that:

1. She has been made a party defendant in a certain suit wherein William R. Wilson is the complainant and Henry Jacobs and Anna Jacobs, his wife, are made defendants.

2. The defendant admits paragraph 1, in that she is the wife of one, August Lorcheim and she was seized of property in fee simple as described in paragraph 1 of the said complaint. 20

3. The defendant, Anna Sophia Lorcheim, has no knowledge as to the allegations contained in paragraphs 2, 3 and 4 and, therefore, denies the same.

4. As to paragraph 5 of the complainant's bill of complaint, the defendant denies that the sale to Henry Jacobs and Anna Jacobs, his wife, were bona fide and made because Henry Jacobs and Anna Jacobs, his wife, had loaned money to one of the defendants, viz., August L. Lorcheim. There were also taxes due for several years, and the defendants, in assuming the ownership of the property, paid the same; that although the consideration mentioned, was one dollar (\$1.00), nevertheless, the true consideration was several thousand dollars. The defendant, Anna Sophia Lorcheim, also denies the valuation as alleged by the complainant to be eight thousand dollars (\$8,000.00), but on the contrary, the best price 30
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Answer of Anna Sophia Lorcheim.

obtainable was six thousand five hundred dollars (\$6,500.00).

10 5. The defendant, Anna Sophia Lorcheim, denies all the allegations contained in paragraph 6, and reiterates the allegations contained in paragraph 5 to apply to paragraph 6.

20 6. The defendant, Anna Sophia Lorcheim, denies the allegations contained in paragraph 7 in that the complainant has applied for a re-conveyance of the said property, and also denies the allegation as to the fraudulent statement of the allegation, in that the conveyance was tainted with any fraud. The complainant at no time made any overtures in a friendly manner or otherwise for a re-conveyance of the above-mentioned property.

7. The defendant Anna Sophia Lorcheim, prays that the said bill of complaint be dismissed with reasonable costs wrongfully sustained by the said defendant, Anna Sophia Lorcheim.

BENJAMIN GORDON,
Attorney for Defendant,
Anna Sophia Lorcheim.

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TESTIMONY.

76-268

IN CHANCERY OF NEW JERSEY.

| | | |
|---|--|----|
| <i>Between</i> | | 10 |
| WILLIAM R. WILSON, <i>Complainant,</i> | } <i>On Bill, &c.</i> <i>Testimony.</i> | |
| <i>and</i> | | |
| HENRY JACOBS, <i>et. al.,</i> <i>Defendants.</i> | | |

Testimony taken in the above entitled cause
at the State House, Trenton, New Jersey, on
Thursday, the ninth day of October, 1930, at
11 o'clock, A. M. 20

Before Hon. Malcolm G. Buchanan, Vice-
Chancellor.

Appearances:

William R. Wilson, Esquire (*pro se*), and
Theodore J. Harrington, Esquire, for complain-
ant.

Benjamin Gordon, Esquire, for defendant Anna 30
Sophia Lorcheim;

Robert A. Sauer, Esquire, for defendant
Jacobs.

William R. Wilson, direct.

WILLIAM R. WILSON, the above named complainant, being duly sworn in his own behalf, testifies as follows:

Direct examination by Mr. Harrington.

10 Q You are the complainant in this cause of action? A I am.

Q In November, 1927, was there any money due you from Mr. Lorcheim, one of the defendants in this case? A Yes, sir.

Q About how much, and tell the Court how it came about that he owed you any money on account of this claim. A At that time he owed me \$2,853—

20 *By the Court.*

Q At what time? A In 1927, in October, or September, I think it was; October it was.

Mr. Gordon: We are entitled to the exact date.

By Mr. Harrington.

30 A I will give you the exact date. September 15, 1927.

Q Will you explain to the Court how that amount of \$2,800 was made up? A It was made up by moneys paid out by me to Lorcheim on account of the indebtedness that he had and which I paid to save his property from being taken away from him. Some of it was made up by money paid out to his creditors. All this money was paid out for him. Thompson, who had notes against him; Pulk—and also I paid out between the dates of 1925 up to 1927—

40

William R. Wilson, direct.

The Court: Isn't this all included in the suit which resulted in a judgment?

Mr. Harrington: Yes.

The Witness: Yes, sir.

The Court: How could there be any dispute about that? How could there be any dispute about the judgment and the particulars of the indebtedness which constituted the bases of the claim on which that judgment was entered? 10

Mr. Gordon: As far as Mrs. Lorcheim is concerned, we have no knowledge of any bills or any judgment, or anything.

The Court: You have looked at the record?

Mr. Gordon: Yes, sir. 20

The Court: Then you know there is a judgment.

Mr. Gordon: Yes, sir; but we don't know in what manner it was obtained. As far as Mrs. Lorcheim is concerned, we don't know anything at all. We have no knowledge unless Mr. Wilson—

The Court: Is there a separation between Mr. and Mrs. Lorcheim? 30

Mr. Gordon: No, they are not living together as man and wife; they have lived apart.

The Court: You represent only the wife?

Mr. Gordon: Only the wife.

A Then, I brought suit on this claim and a judgment was entered on September 7, 1928, and docketed in the Supreme Court on June 13, 1929.

William R. Wilson, direct.

The Court: Those things which are a matter of record will be admitted, I suppose.

Mr. Sauer: Yes, sir.

10 Q Was any money in this claim paid out on account of this property? A Oh, yes.

Q How much? A Actually, I have paid on account of building loan, \$707 to prevent any foreclosure, at intervals.

Q Was that payment made with the knowledge of Mr. and Mrs. Jacobs? A Oh, yes. Oh, they knew that it had been paid.

20 Q At whose request were those payments of \$709 made at the building loan? A Really, Lorcheim and his wife—when Lorcheim was in distress in 1925, I first commenced to pay out for him, there was a bond and mortgage given by him by the Broad Finance Corporation, Newark. They threatened foreclosure and Mrs. Jacobs with her son, came to my office to have that matter adjusted, and the lawyer from the Broad Finance Corporation—I forget his name for the moment; it is on the paper—I paid him \$1,610.75 to take up that and have that mortgage cancelled. That mortgage was afterwards cancelled. Mrs. Jacobs with her son and Mr. Lorcheim were in
30 my office at the time that was done. I told them what I had been doing for Mr. Lorcheim, paying out to save this property. On another occasion Mrs. Jacobs came to my office and I told her I had been paying on account of that and I didn't want too get to heavily involved in this thing, that I was paying out with the idea of being repaid. Mr. and Mrs. Lorcheim were to give me a bond and mortgage, but they never did, so on one occasion Mrs. Jacobs said, "What you
40 are paying out, I will see you are repaid for;

William R. Wilson, direct.

you will be reimbursed." And I continued to go and pay out up to sometime in September. Mr. Lorcheim had not come to my office and I got an inkling that something was going on, and I had guaranteed the payment of a claim of one John O'Neil and he got a judgment against August Lorcheim, and on my guarantee I paid that, and I paid John O'Neil the amount as recovered in the District Court, five hundred and some dollars, I paid him the costs, etc., amounting to \$549.88. He recovered this before November 9, 1927, and when I got the intimation that something was going wrong—

10

Mr. Gordon: The question of the \$500 judgment is not at issue, for the reason that that judgment is still a lien against the property, because the judgment was docketed a few hours prior the conveyance of the property.

20

Q Is there any relationship existing between Mr. and Mrs. Jacobs and Mr. and Mrs. Lorcheim, that you know of? A Mrs. Jacobs is a sister of Mr. Lorcheim.

Q At the time you had this conversation, was that before or after the property had been transferred to Jacobs? A Before.

30

Q A long time before? A A long time before.

Q How long before the property was transferred to Jacobs, did you continue paying the building loan? A Before it was conveyed to Jacobs? I'll tell you the first time and the last. I continued in 1927. In February I paid \$150 to the Square Deal Building and Loan Associa-

40

William R. Wilson, direct.

tion. They were very much in arrears and I paid altogether—

Q At that time, in whose name was the property? A In Lorcheim's.

Q And his wife? A Yes, both.

10 Q When was the last payment made to the Building and Loan by you? A September 12, 1927.

Q 1927? A Yes.

Q How many months was that before the transfer was made to Mr. and Mrs. Jacobs? A About a month.

Q A month? A Just about a month.

Q Was that your money you paid out, or—
A All mine; everything mine. I gave checks for everything. (Producing checks.)

20

Mr. Harrington: I offer the checks in evidence.

The Court: I don't see that it is necessary, unless it is disputed.

Mr. Gordon: I would like to see the checks.

(Checks are produced and handed to Mr. Gordon.)

30 A I might say in this connection, that there were several judgments recovered against Lorcheim before that, and to save the property from being lost, I paid all those judgments and gave checks for those amounting to about six hundred dollars.

Q You say Mrs. Jacobs came to your office?

A No, Mrs. Jacobs and her son.

40 Q And requested you— A She said whatever I did on account of that to save the property I would be reimbursed, and the son came

William R. Wilson, cross.

there and I showed him all my checks, and explained what I had done, and what I paid. And I gave Lorcheim some checks myself to pay on account of the house. I have those all here.

Cross examination by Mr. Gordon.

10

Q You say you have been practicing law for a good many years? A I didn't say anything about it.

Q How long have you been practicing law? A For a good many years.

Q And you have had a wide experience in dealing with clients? You knew the condition of Mr. Lorcheim? A Yes, I did, and I sympathized with him.

Q And you gave this money out of the goodness of your heart? A No, they both came to me and I tried to save the property for them. 20

Q You knew at that time that property was in danger? A Of course, there were four judgments against Lorcheim.

Q Did you at any time receive from Mrs. Lorcheim, any evidence, or acknowledgment of these payments? A In writing?

Q Yes. A No.

30

Q You didn't? A She promised to sign a mortgage, but she didn't do it; Lorcheim signed.

Q Have you got the mortgage? A I have. Lorcheim signed it and said, "That's the best thing I can do, Mr. Wilson." And I took the best thing he had. You know, the Lorcheims were all the time fighting.

Q And you knew it too? A Yes.

Q You represented Mr. Lorcheim? A Yes.

Q You knew their family squabbles? A Yes. 40

William R. Wilson, cross.

Q Mr. Wilson, you knew there was domestic
dissent existing in that family? A Well,
I found out more afterwards. At the first I
thought it was patched up; I patched it up for a
year and that is the reason I went on paying out
my money. They were getting on smoothly and
nicely for a year and a half and they came
together again and I helped them again.

Q Did Mrs. Lorcheim ever tell you to pay out
any money for her? A Not in so many words.

Q Answer yes or no. A Not for her, but
she said, "What you pay out for Gus you will be
reimbursed."

Q Did she say she would reimburse you? A
No, she said, "You will be reimbursed."

Q When did she say that? A On many oc-
casions, whenever they wanted to get money
from me.

Q Mrs. Lorcheim got money from you? A
No, I didn't say that. I gave Mr. Lorcheim to
pay his wife for the allowance so she could run
the house.

Q Isn't it a fact that Mr. Lorcheim has been
employed steadily by the Central Railroad of
New Jersey, earning nearly— A I don't know
anything about that.

30

Mr. Harrington: That is objected to.

Q You have no knowledge of that? A Ex-
cept what you tell me, and rumors.

Q And in spite of the fact, you didn't find out
whether he provides for her? A Yes, he was
giving his monthly check for \$279 to his wife
and I never got a cent, she used it all.

Q The \$2,853, that you obtained a judgment
for, was that part of your fees included in that

40

William R. Wilson, cross.

amount? A Yes, but outside of that there was \$600 that I paid for the judgment I didn't put in, because I realized that Lorcheim—well, I relied upon him to pay that out. So there is \$600 more I haven't it my judgment.

Q Mr. Wilson, did you at any time before any judgment, render a bill to Mrs. Lorcheim, that she is indebted to you? A Oh not Mrs., but she knew the husband owed me. 10

Q Please answer my question. A Not to Mrs. Lorcheim, no.

Further cross examination by Mr. Sauer.

Q Mr. Wilson, you stated that you paid to the attorney for the Broad Finance Company sixteen hundred and some cents in payment of the second mortgage on this property. Is this right? A I don't know whether I said that, but it is. 20

Q That is right? A Yes.

Q Where did that money come from? A Mrs. Jacobs gave me the money; I didn't pay that myself. Mrs. Jacobs came to my office with Mr. Lorcheim and the representative from the Broad Finance Company in Newark. I had found out about it and I told them to appear there, and he came with the papers, and I got a certified check. She gave me the money. I got a certified check of mine for \$1,610.75 as my voucher, and gave it to him. 30

Q You were merely acting as attorney in the transaction? A That's all.

Q An assignment of that mortgage was given to Mr. Jacobs? A Yes, sir.

Q Now, at this same meeting, did you know that Mr. Jacobs was advancing additional money for Mr. Lorcheim? A I did not. 40

William R. Wilson, By the Court.

Q You didn't know anything about that? A No.

By the Court.

10 Q What was the date of that payment? A December 2, 1925.

Q You made payments to the building and loan, you paid off judgments and made advances to Mr. Lorcheim, for a period of several months? A Oh, several years.

Q Did you, at any time during those years, obtain any security for that indebtedness? A No, Mr. Lorcheim said, "Me and my wife will get together and give you a mortgage—"

20 Q You trusted him to the extent of almost \$3,000 without any security? A I did, relying on getting a bond and mortgage from himself and his wife, as they had promised.

Q When was this mortgage executed by Mr. Lorcheim to you? A I can find it. Here it is.

Q What is the date of that mortgage? A The 7th of July, 1927.

Q What is the amount? A \$2,500.

30 Q Why didn't you record that mortgage? A Because Mr. Lorcheim said, "My wife after a while will get in the humor and she will sign it for you."

Q But you knew his wife was all this time practically separated from him? A Oh no, she wasn't.

Q You knew she was having domestic troubles? A Oh yes, they both had troubles.

Q Did you render a bill to Mr. Lorcheim for services rendered? A I did.

40 Q What was the amount of that bill, Mr. Wilson? What was the entire amount that was

William R. Wilson, By the Court.

included in the judgment? A I rendered a bill for \$2,768.44 on July 21, 1928, and August Lorcheim took that paper and witnessed it before Frank Pfaff, and he told Frank Pfaff, "I owe Mr. Wilson." And Frank Pfaff is a lawyer of this State.

Q You knew the Square Deal was threatening foreclosure? A Not as long as I paid Mr. Grand the secretary. He said, "Mr. Wilson, we will go on and ease up." They knew from what Larcheim had told them the trouble they were in. And Mr. Grand the secretary, said, "I will take your word, Mr. Wilson, and will go on," so I paid up until the last time, September 12, 1927, and then Mr. Lorcheim didn't come near me and I wrote him—

The Court: There is no question pending, Mr. Wilson.

Q Was the building and loan threatening to foreclose at the time this deed was made, October 29, 1927? A No, I paid the last on September 12, 1927.

Q Were any payments made, to your knowledge, after that? A \$109.

Q After September? A Not until they got the deed.

Q When did you first learn, Mr. Wilson, that this conveyance had been made? A Well, it was a day before I docketed the O'Neil judgment, I was informed that Lorcheim and his wife—

The Court: You have answered the question.

Q The O'Neil judgment was docketed and the deed recorded the same day, were they not? A

William R. Wilson, re-direct—re-cross.

Yes, but four or five hours afterwards. I can give you the reason why—

The Court: You have not been asked the reason why. Just answer the questions and stop.

10

Q Why is it that you waited two years before you instituted these proceedings? A Well, because Lorcheim afterwards came in to me and said, "Mr. Wilson, I'm sorry I had to do it," he said, "If you will be patient with me, I have an agreement with those people that if I pay the \$85 a month on account of that, the property will come back to me and you will be protected." I said, "Lorcheim, all right, I will do that, I will wait for you."

20

Re-direct examination by Mr. Harrington.

Q The \$1,600 is not included in your judgment, is it? A Not at all, no.

Re-cross examination by Mr. Gordon.

Q Do you remember an occasion when an action was brought for the support of Mrs. Lorcheim and her children in the Recorder's Court in Roselle in July, 1926? A I do.

30

Q And there was then a dissention between the family, you knew that, didn't you?

The Court: That almost necessarily follows doesn't it?

A May I explain about that Roselle matter?

40

The Court: I am not interested.

William R. Wilson, further cross.

Further cross examination by Mr. Sauer.

Q You made the statement before, that at one time Mr. and Mrs. Jacobs, I don't recall which— A I never saw Mr. Jacobs.

Q Then Mrs. Jacobs, stated to you that the money you advanced, she would reimburse you for. When— A No, I didn't say that. I said I would be reimbursed. 10

Q By her? A I inferred that.

Q I am talking about Mrs. Jacobs now. A I understand, Mrs. Jacobs. I explained to Mrs. Jacobs—

Q Did this happen just once? A Oh twice.

Q Where? A In my office.

Q How often was Mrs. Jacobs in your office? A Twice at least; three times; twice anyway. 20

Q At what times? A I couldn't tell you just what time it was now.

Q Well, what year? A Well, the first year she came was in 1925 when she came down when Lorcheim was in trouble, that's what she told me and she said, "Mr. Wilson, he is going to have some bother about a second mortgage and you look into it." So I made a memorandum of it and fixed it up. And she came down on another day— 30

The Court: You were not asked that.

Q Who were present? A Mrs. Jacobs and the son and Mr. Lorcheim, I don't think Mrs. Lorcheim was there.

Q Did Mrs. Jacobs, at that meeting, make the statement to you that you would be reimbursed for the moneys you had advanced? A Yes, I told her what I had been paying out— 40

Walter G. Hochler, direct.

The Court: Just answer the question.

Q When was the next time Mrs. Jacobs was in your office? A I can't tell, only this way—

10 Q How long afterward? A It was when Lorcheim left his wife the next time and they were trying to get together, and then she came up to see about the matters and I told her what I had been paying out, I had been making payments and gave checks for everything.

Q What did she say to you? A "Well, it's unfortunate," and all that sort of thing, and I told her I was paying out to him to help him out.

Q Did she tell you at that time that she also had advanced some \$5,000? A No.

20 Q She didn't tell you that? A No. She said she never had advanced him a cent.

Mr. Harrington: I offer the checks in evidence.

The Court: There is no need to offer them now. If there is any attempt made to contradict the payment of these moneys, I will entertain a motion to admit the checks. The record may show that counsel for the defendants have examined certain of these checks. Let the record show that.

30

WALTER G. HOCHLER, a witness produced on behalf of the complainant, being duly sworn, testifies as follows:

Direct examination by Mr. Wilson.

40 Q Mr. Hochler, you are a resident of Roselle Park? A Yes, sir.

Walter G. Hochler, direct.

Q And you are the assessor there now? A Yes.

Q And have been for— A Six years.

Q Do you know the property, 118 Walnut street, formerly occupied by the Lorchsims? A I do.

Q As assessor, it has been your duty, hasn't it, to— 10

The Court: Is there any dispute about his qualifications?

Mr. Gordon: No.

Mr. Sauer: His qualifications are admitted.

Q You made an assessment of this property in 1927, didn't you? A Yes, sir. 20

Q What did you place the value of the land at?

The Court: No. What I want to know is, what was the value of the land at that time, what his present opinion is as to the value of the property at that time.

Q In 1927, who was the owner of the land? A I have a record of it there; I can't just recall. 30

Mr. Gordon: That is admitted.

Mr. Sauer: Yes, we admit that.

The Court: There is no dispute about that.

Q In 1927, you made an assessment of the land—

The Court: I am not going to allow him to testify as to the assessment. 40

Walter G. Hochler, direct.

By the Court.

Q Are you familiar with the value of that property in 1927? Are you familiar with what its value was in October, 1927? A I am.

10 Q What, in your opinion, was the value of that property at that time? A Approximately between sixty-five and seven thousand dollars.

Q You mean, between \$6,500 and \$7,000? A Yes.

Q Assuming it was unencumbered? A Yes, sir.

By Mr. Wilson.

20 Q You assessed it for how much? A I assessed the land for \$1,100 and the building for thirty-five hundred, making a total of \$4,600.

Q In your assessment in Roselle Park, what was the percentage you applied?

Mr. Gordon: I object on the ground that it doesn't make a particle of difference what he may want to assess it for. It is what he is giving as his best opinion of the valuation of the property at that particular time.

30 The Court: Objection overruled.

Q In arriving at your assessment, Mr. Hochler, what percentage does the valuation of the property bear to the assessment made by you? A Approximately 55% or 60%.

Q 55% or 60%? A Yes.

Mr. Sauer: No questions.

William H. Bodine, Jr., direct.

Cross examination by Mr. Gordon.

Q Mr. Hochler, when you say sixty-five hundred or seven thousand dollars, how do you base that as a valuation of the property in 1927? A The amount of rooms in the building—a tax assessor sometimes assesses a building according to the rooms in the building; again they take the condition of the building, the materials used, hardwood flooring; again hardwood flooring would be approximately \$600 a room and ordinary flooring would be approximately \$500 a room. 10

Q What kind of rooms were in that house?

A Ordinary.

Q In your opinion, \$6,500 would be real conservative value? A Yes, a selling price. 20

WILLIAM H. BODINE, JR., a witness produced on behalf of the complainant, being duly sworn, testifies as follows:

Direct examination by Mr. Wilson.

Q Mr. Bodine, you are a resident of Roselle Park Borough? A I am, sir. 30

Q What business are you engaged in? A Real estate and insurance.

The Court: Is there any dispute about this valuation?

Mr. Gordon: \$6,500 is absolutely conservative, there is not dispute about that.

Q Mr. Bodine, have you made an appraisal of that property? 40

William H. Bodine, Jr., cross.

The Court: What do you want to show?

Mr. Wilson: The value of the property.

The Court: What do you say it is?

Mr. Wilson: He says it is worth \$9,000.

The Court: All right.

10

Q You know the property? A I do, sir.

Q What would you estimate the land to be worth, I mean in 1927? A \$65 a foot.

Q How many feet? A 45 feet fronting on Walnut street.

Q Is Walnut street a good street for residential purposes? A Yes, sir.

Q It is one of the best in Roselle Park, isn't it? A It's as good as there is, yes.

20 Q And what do you estimate the house to be worth? A \$6,000.

Cross examination by Mr. Sauer.

Q Mr. Bodine, did you inspect this house, personally? A I have seen the house, yes, sir.

Q How old is the house? A In my judgment?

Q Yes. A I should say the house was 20 or 25 years of age.

30 Q Probably more? A As I first stated, 20 or 25.

Q How many rooms? A Seven rooms.

Q One of which is in the attic? A Correct.

Q Where is this property located? A On Walnut street, just north of Westfield avenue, on the west side.

Q What kind of street is Westfield avenue? A A highway.

40 Q Trolley tracks? A Yes, there are trolley tracks there.

William H. Bodine, Jr., cross.

Q It's about what distance from the corner of Westfield avenue? A I should say 150 feet.

Q About 150 feet? A Yes.

Q You are familiar with the locality, are you not? A Very well.

Q What kind of building is located on the northeast corner? A Stores and apartments. 10

Q Stores and apartments? A We call them apartments.

Q Tenements? A We call them apartments.

Q Directly in the rear of the store and apartment building is what? A A resident.

Q And what almost directly opposite this house? A What do you mean?

Q Is that almost directly opposite this house? A Diagonally across the street.

Q Is there anything between this house and the apartment building? A A vacant lot. 20

Q Any garage? A A private garage.

Q About five-car garages? A To be frank, I have never noticed how many car garages.

Q How long have you been in the real estate business? A Year and three months.

Q How do you determine what the value of this property was three years ago? A From being a resident in that town and in other business that would give me knowledge of real estate value. 30

Q With your knowledge of Roselle Park, would you say that that is one of the best streets in Roselle Park? A It's as good as there is.

Q Has the house electric? A Yes.

Q What kind of heat? A Steam heat.

Q When did you inspect this house? A I have seen that house four years ago, approximately, I can't give you the exact date; and three days ago. 40

William H. Bodine, Jr., cross.

Q Did it have a steam heating system and furnace at that time, does it have the same heating system and furnace today that it had then?
A I believe not.

Q They installed a new heating system? A I believe so.

10 Q How do you base your figure of \$6,000 for the value of that house? A Replacement.

Q Not market value? Just yes or no. A No.

Q What was the market value of that house three years ago? A In my opinion?

Q Yes. A Possibly a little more.

Q What is the market value of the house today, in your opinion? A Less than \$6,000.

Q How about the market value of the entire piece of property, land and house? A Today?

20 Q Yes. A \$8,000.

Q About \$8,000. There has been a depreciation of \$2,000 within the last three years? A Due to market conditions, yes.

Further cross examination by Mr. Gordon.

Q Mr. Bodine, you are in the real estate business about one year and one month? A And three months.

30 Q Fifteen months? A Yes, sir.

Q What were you doing before that? A The Citizens Building and Loan Association on their appraisalment committee.

Q You haven't ever sold or bought property before that? A Of my own, yes.

Q But you were not selling anybody else's property, you were acting as a salesman for it? A That's right.

40 Q In other words, what you are giving is the value of the property three years ago, as your best guess? A That is my opinion.

William H. Bodine, Jr., cross.

Q And you are basing your opinion on what you think the property was worth three years ago? Have you inspected that property three years ago? A I saw it, three, or possibly four years ago.

Q You have been through it? A Yes, sir.

Q Why did you go through it? A I had occasion to visit Mr. Lorcheim.

Q For what purpose? A A friendly call.

Q That's all? A Yes.

Q And that is the only time you have been in the house? A Yes.

Q And you went in, I suppose, and spoke to him in the living room? A The downstairs, yes.

Q And that is all you know of the property? A Yes, sir.

10

20

Further cross examination by Mr. Sauer.

Q This house has a high front porch? A Correct, yes, sir.

Q Where is the bathroom located? A On the second floor, sir.

Q Is it a modern bathroom? A No, sir.

Q It's quite an antiquated thing in fact, isn't it? A I should say so.

30

Q Is the house in a dilapidated condition? A I wouldn't say dilapidated, no.

Further cross examination by Mr. Gordon.

Q Isn't it a fact that the bathroom is on the same floor as the living room? A As I recall it, it's on the second floor.

Q Are you sure? A As I recall it, yes.

Q You are not sure? A No, sir.

40

William H. Bodine, Jr., cross.

By the Court.

Q The valuation, you gave as to the value of the property today, is based on your inspection three days ago? A Yes, from the exterior.

10 Q You didn't go inside? A Not three days ago.

Q Then how do you know what kind of heating system it has? A I looked in from the outside and saw steam radiators.

Q Did you see the boiler in the basement? A I did not.

Q It is perfectly possible they might have steam radiators on the second and third floor and the boiler might be totally out of repair, or non-existent, isn't it? A Yes.

20 Q You say this new heating system was put in during the last three or four years? A That is just my opinion.

Q Your valuation of the house as of October, 1927, was that based upon the value of the house with the new heating system, or with the heating system that it had at that time? A My valuation of the house was based on the system it had at that time.

Q How do you know what kind it was? A Taking the property as a whole.

30 Q How much difference do you think there would be in the value of the property as between the two heating systems? A The cost of installing, or changing over, do you mean?

Q No, I mean the difference in the market value of the house with one system and the market value of the house with the other system? A I couldn't answer that question.

40 Q Do you know whether the heating system that the house had three years ago, was in good condition? A No, sir.

William H. Temple, direct.

Q Your opinion as its value at that time was based upon the assumption that heating system was in good condition? A That's right.

Re-direct examination by Mr. Wilson.

Q You were connected with the Citizens Building and Loan Association of Elizabeth? 10

A Yes.

Q For how many years? A Nine years.

Q For nine years. And that is the largest building and loan association in the county, isn't it? A Yes, sir.

Q And you were on the appraisal committee?

A I was a member of the appraisal committee and a director.

Q And at that time you appraised many properties in the county? A Yes, sir. 20

WILLIAM H. TEMPLE, a witness produced on behalf of the complainant, being duly sworn, testifies as follows:

Direct examination by Mr. Wilson.

Q Mr. Temple, you are a resident of the City of Elizabeth? A I am. 30

Q How long have you lived there? A About 11 years.

Q What is your occupation? A Carpenter and builder.

Q How long have you been in that business? A Fifty years or more, I am 73 now.

Q In your time you have built a great many houses? A I have. 40

William H. Temple, direct.

Q Where principally? A New York and Jersey. I had New York office buildings, private residences for the Government, for the City, and in South Amboy after the explosion over three hundred houses were repaired there, and after that I moved to Elizabeth.

10 Q Have you done it in Elizabeth? A Most jobbing now; repairs up to probably \$2,000.

Q Can you mention the names of some people in New York— A I have done work for the Government and the City of New York—

Mr. Gordon: I am admitting he is a carpenter and builder.

20 Q Did you examine this property at 118 Walnut street? A On the 7th I went there, yes, from the outside; I couldn't get in.

Q From your examination, are you prepared to give a value of what it would cost to erect that house in 1927?

Mr. Gordon: That is objected to.

The Court: Objection sustained.

30 Q From your examination, could you tell what it would cost to erect that house?

Mr. Gordon: That is objected to.

The Court: It is not a question of the building costs; it is a question of market value at the time it was transferred.

Mr. Wilson: I want to show that at that time it could not be put up for less than \$7,000.

40

The Court: I am not interested in that.

August Lorcheim, direct.

Q Are you conversant with the values of property in Union County? A In the building line, I am.

By the Court.

Q Are you sufficiently conversant with the market values of property to be able, in your judgment, to form an accurate opinion as to what the market value of this particular property was in October, 1927? A As a builder, I could, but not as an appraiser, as you put it, your Honor. As a builder, I can give you a value of what it would cost to build it. 10

Q No, I don't mean that, but do you know what its market value was at that time? A Well, no, I don't. 20

Mr. Wilson: I want to ask him what the market value of the house was and not the land.

The Court: No.

(No cross examination.)

AUGUST LORCHEIM, a witness produced on behalf of the complainant, being duly sworn, testifies as follows: 30

Direct examination by Mr. Wilson.

Q Mr. Lorcheim, you are living where, now?

A Elizabeth, New Jersey.

Q We have had business dealings for some years past, haven't we? A Five years.

Q Did I pay out any money for you? A Yes, sir. 40

August Lorcheim, direct.

The Court: Is there to be any contradiction of the testimony already in as to the indebtedness upon which this judgment was based?

Mr. Sauer: Not from me.

10 The Court: Then let us not waste time with that, Mr. Wilson.

Q Mr. Lorcheim, the house in question is 118 Walnut street, Roselle Park, isn't it? A Yes, sir.

Q When was that sold? A To whom?

Q To Jacobs. A I don't remember the year.

Q Was it 1927? A '27 or '28, one of the two; yes, '27.

20 Q What was the occasion of you and your wife being divested of that property at the hands of Jacobs, why did you give him the deed? A Well, Jacobs had a second mortgage on the property and I also needed more money, and in order to cover that money I deeded the property to Jacobs.

Q You deeded the property to Mr. and Mrs. Jacobs? A Yes.

30 Q When you deeded the property, what else did you give them? A When I deeded the property?

Q Before you deeded the property? A A \$3,000 insurance policy.

Q Was that assigned to them? A Yes, beneficiaries.

Q Who keeps up the premium on that? A I do.

40 Q Were you present at the time of the transfer of the payment to the Broad Finance Corporation in my office? A That's when they paid the second mortgage off?

August Lorcheim, direct.

Q Yes. A Yes, sir.

Q Who was present then? A My wife, Mrs. Henry Jacobs and Charles Jacobs.

Q Was any conversation had at that time with regard to your property? A Well, it paid off the second mortgage and some other judgments was paid off, and you suggested taking the money to the Union County Trust Company and they suggested taking the money to the Roselle Park Bank. 10

Q At the time the deed was made, why was it made, in October? A To whom?

Q To Jacobs? A To protect his money.

Q Was my name mentioned in it at all? A Well my wife went to Wilkes-Barre, Pennsylvania, and told them—

Mr. Sauer: That is objected to. 20

By the Court.

Q You were not there? A No.

By Mr. Wilson.

Q Did they come down to Elizabeth in response to that? A Yes, sir.

Q And where did you go? A First we called at your office, or to Isenberg's office and Isenberg said he wouldn't have anything to do with it and then me and my wife went home and decided to go to Mr. Sauer's office. 30

Q Did Isenberg know of your indebtedness to me? A Yes—

Mr. Gordon: Objected to.

Q Did Sauer know of your indebtedness to me? A Yes, he done some of my transactions, my indebtedness. 40

August Lorcheim, direct.

Q And when you went there, what was the object of making a deed to Jacobs? A Well, I suppose the conditions of the times, if we hadn't made it to Jacobs; you would have got the property.

10 Q Mrs. Jacobs came to my office once or twice with you, didn't she, after this transaction? A Yes.

Q She knew that I was paying out money on account of the house, too, didn't she? A Yes, sir.

Q And she knew I was trying to straighten out all your difficulties, and she had a conversation with me with regard to it, didn't she? A The son was there to help his father, and whatever was done there would be taken care of.

20 Q What do you mean by that? A What you had done. You were speaking about what you were paying out.

Q What did she say about repaying me? A The first time she was down she said you would be reimbursed for the money paid out and the second time you showed her the checks and we went to Isenberg again, the difficulty come up—

Q I showed them all the checks? A Yes.

Q Showed the son? A Yes.

30 Q And he said everything was satisfactory, didn't he? A Yes.

Q What consideration was paid for that deed? A I don't know.

Q Did they pay you any money? A No, sir, not for that deed.

Q At the time the property was transferred to them, there was an indebtedness of \$4,900 on that to the Building Loan in Newark, wasn't there? A I don't know, I don't remember what the indebtedness was.

August Lorcheim, direct.

Q You knew I had paid that mortgage down to— A Yes, sir.

Q And at that time that was all the indebtedness there was against it, wasn't it? A That's all I know of.

Q Only \$4,900? A That's all I know of.

Q And you then, previous to that, to secure that, had given them a \$3,000 insurance policy on your life, didn't you? A Yes, sir.

Q And they held it, didn't they? A Yes.

Q The property was worth more than \$6,000, wasn't it? A I paid six thousand dollars for it and put in near \$3,000 improvements on it.

Q What kind of heat did you have in there? A Steam.

Q Was the steam heat in there at the time you sold it to Jacobs? A Yes.

Q How many rooms in the house? A Six, and I put an additional room in the attic.

Q Seven? A Yes.

Q And in 1927, there were seven rooms with steam heat? A Yes.

Q How about electricity? A Yes.

Q You had electricity in the house, didn't you? A Yes.

Q How about hot and cold water? A Yes.

Q And when Mrs. Jacobs came down from Wilkes-Barre, what reason did she give you for getting the house out of your possession? A She said you will have to do something to protect Pa's money.

Q Didn't she tell you this, that you would have to get the property out of your name so that Wilson wouldn't get it? A Yes, she told both me and my wife that.

Q And is that the reason you made the transfer? A We had to do something, we

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August Lorcheim, direct.

were in such hot water we didn't know where we were. The building loan was going to foreclose and you were after me red hot.

Q I was after you to get a bond and mortgage? A Yes.

10 Q And your wife wouldn't sign it? A No.

Q I continued to take these various judgments? A Yes.

Q So that at the time Jacobs had it, there was only about \$5,100 due from the building loan on that and \$1,600 from this Broad Finance Corporation? A Yes.

Q What was the property worth in 1927? A With the money I put into it, \$8,500.

Q Was the house in good shape then? A Yes, sir.

20 Q When you transferred that property to your sister and your brother-in-law, there was an agreement made, wasn't there? A Yes.

Q Between you and your wife and them? A Yes, sir.

Q What was the nature of that agreement, what were you to pay?

By the Court.

30 Q Was it a written agreement? A No, a verbal, in the house.

By Mr. Wilson.

Q You were to stay there as what?

The Court: Your questions are very, very leading.

40 Q After you transferred that property in 1927, what became of the property? A What became of the property?

August Lorcheim, direct.

Q Yes. A In 1927?

Q Yes. A I don't know.

Q Was it rented to anybody? A Yes, my wife stayed in the property.

Q You and your wife stayed there? A Yes, sir.

10

Q Under what arrangement, Mr. Lorcheim?

A Why, it was agreed when she was at Wilkes-Barre, to pay \$85 a month, and in due time that would be returned to us in full.

Q Did you pay anything on account? A Yes, sir.

Q For how long? A I don't recall, I know there was several payments made, \$85 a month.

Q And those payments were made for what purpose? A To get the deed back when it was paid off.

20

Q Who represented Jacobs at that time?

A Sauer transacted some of the things for—

Q Did you ever send anything to Jacobs, yourself? A Oh yes, post office money orders and Western Union Telegraphs.

The Court: I suppose the fact of these \$85 payments will be admitted?

30

Mr. Sauer: Only one—that is, through our office.

Mr. Wilson: Oh no, I think we have ten, I have the bank people here. I will go through that whole performance if necessary.

Mr. Sauer: That is about right, ten payments of \$85.

40

August Lorcheim, cross.

Cross examination by Mr. Sauer.

Q The office of Sauer and Sauer was representing you in this transaction? A No.

Q Who were they representing? A Me and my wife.

10 Q They were representing you? A Me and my wife.

Q We were also representing Mr. and Mrs. Jacobs? A When we brought them from Wilkes-Barre down, we went to you.

Q We were asked by both parties to draft the deed and make a search? A Yes.

Q Who transacted the business? A You did.

Q Myself? A Yes.

20 Q You don't remember the year when that occurred? A I'm pretty sure it is '27.

Q How much did you owe your brother-in-law, Mr. Jacobs, at that time? A I don't recall.

Q Do you recall receiving money from him? A Yes, sir.

Q Do you recall receiving \$1,000 in July, 1925? A Me and my wife.

30 Q Do you recall receiving twenty-three hundred and some odd dollars at the time this mortgage was paid off and the money was deposited to you and Mrs. Lorcheim? A Yes, sir.

Q The same day the mortgage was paid off? A In the Roselle Park Bank.

Q So that altogether your brother-in-law, Henry Jacobs, loaned you approximately \$5,000?

A I don't remember the figures, no, sir.

Q Do you remember the \$1,000 payment? A I don't know, I don't remember what day that was.

40 Q Don't you remember that? A No.

August Lorcheim, cross.

Q Do you ever receiving \$1,000 from your brother-in-law?

Mr. Wilson: I object to that for this reason: In their answer filed they say that all the indebtedness owing on account was \$7,400, about. That is, taking the building and loan mortgage and the mortgage that I looked after for them and some other little things. Now they are bound by that, because I am basing my defence, if I may say it, on that, and am going to show that the indebtedness was \$7,400 at that time; that \$850 was paid on account of this, reducing it down to \$6,500. 10

The Court: Objection overruled.

Q Do you remember this money being paid into this bank to your and Mrs. Lorcheim's account? A I know of my sister and Mrs. Lorcheim talking to the president of the bank and then they decided to pay the money in there. 20

Q You recall this meeting in Mr. Wilson's office when the mortgage was paid off? A Yes, sir.

Q When did that take place? A I don't remember.

Q Was it before the deed was conveyed? A Oh yes. 30

Q A year before? A Sometime after.

Q Two years before? A I think it was.

Q Who advanced the money to pay off the mortgage that time? A Mrs. Henry Jacobs.

By the Court.

Q How much did she advance? A In the office, she advanced the second mortgage, sixteen hundred and some odd dollars. 40

August Lorcheim, cross.

By Mr. Sauer.

Q And she received an assignment of the mortgage for it? A Yes.

Q Do you remember being at their home in Wilkes-Barre within a week before this meeting
10 at Mr. Wilson's office? A I can't remember that, that's too far back.

Q I will refresh your memory. Do you remember going up there for the purpose of getting help from your brother-in-law? A Oh yes, me and my wife.

Q A number of times? A Yes.

Q What did you need help for? A To pay debts.

Q Of whom? A Me and my wife, of the
20 property and different to keep up the building loan.

Q How much did you ask them for? A I told them of our trouble and they said they would help me out, I don't remember.

Q Wasn't it true that you asked them to help you out because you owed money to several employees of the Central Railroad? A Some.

Q How much? A I don't know.

Q A considerable amount? A Not a terrible amount.
30

Q How much? A Something like \$21.00.

Q Did they give you the money at that time? A I don't remember. No, my sister come down from Wilkes-Barre, Pennsylvania.

Q Did they give you that money at Mr. Wilson's office? A Me, no.

Q Did they deposit any money that day? A I don't know, I had to work. I don't know
40 what day they put the money in the bank.

August Lorcheim, cross.

Q You don't remember a deposit made in the sum of \$2,355 on December 2, 1925, by Mrs. Jacobs to your account and the account of Mrs. Lorcheim? A In Roselle Park Bank.

Q You do recall it? A Yes.

Q What was that for? A Taxes, some of Robert Beatty's notes, a note of the Union Trust Company. 10

Q Who advanced \$3,300 and on account of the second mortgage, \$1,600, which approximates \$5,000, and what security did you give them for these advances? A A second mortgage and \$3,000 life insurance policy.

Q That was assigned to them as security? A As beneficiaries.

Q Now, you say, Mrs. Jacobs made the statement in Mr. Wilson's office that she would reimburse him? A She did. 20

Q At what meeting did this occur? A When we first went down there, the second mortgage; they were all trying to do their best to help me out and my wife out, the trouble we were in, getting some of the debts paid.

Q Mrs. Jacobs' intention all the way through was to help you out? A To help us out.

Q She didn't owe you any money? A Never did. 30

Q Merely for the purpose of helping you out all through these transactions? A Me and my wife's business, yes.

Q Was it true, at the time the title was closed in our office, that the building and loan was threatening to foreclose? A I had no notice of it.

Q Were your payments in arrears? A Yes.

Q Several months? A Several months. 40

August Lorcheim, cross.

Q Your mortgage provides that they have the right to foreclose under those circumstances?

A Yes.

Q Were your taxes in arrears? A Yes.

10 Q How far? A I don't remember, I'm pretty sure it was two years.

Q Wasn't that the reason why that deed was— A What for?

Q To stop the building and loan foreclosure and sale for taxes? A Yes, that the property would go into somebody's hands before a foreclosure.

Q For the benefit of Mrs. Jacobs, to protect the second mortgage? A Yes, to protect the property.

20 Q To stop it from a sheriff's sale? A I don't know anything about that, only Mr. Wilson threatened he was going to do something and we were over to the building and loan, me and my wife, and they told her if we didn't do something, they would foreclose. Me and my wife transacted that business together.

Q You say you had an agreement with Mr. and Mrs. Jacobs, which was not in writing? A Yes.

30 Q What was the nature of that agreement? A That if they would straighten this matter up and me and my wife done what was right, my brother-in-law was satisfied to give me the property back at the rate of \$85 a month.

Q When was the property to be given back? A When the debt was paid off.

40 Q Was the \$85 to be paid on the principal and the interest both? A Yes, that's all he asked for, \$85 a month.

August Lorcheim, cross.

Q Then it would take eight or ten years before you would be entitled to get the property back? A Yes, sir.

Q It was also the understanding, that if you didn't make these monthly payments as rent, you would not get the property back, is that right? A Me and my wife.

10

Q You made an outright sale to these people? A I guess it was, it was in your office.

Q I am asking you again, you say you paid \$6,000 for the property? A When we bought it?

Q Is that correct? A Yes.

Q And you made \$3,000 worth of improvements? A Well, approximately.

Q What improvements did you make? A Put a new roof on and two new chimneys, furnace and all electric lights and a new basin in the toilet.

20

Q Have you got bills with you? A They are all there. Put a new drain in, a new porch in the back, a new porch in the front and another room in the back.

Q Can you itemize those things? A Yes.

Q Do you know what you paid for your roof? A Mrs. Lorcheim had them receipts.

Q Do you know how much you paid for the roof? A No, I won't say for sure, I think \$175.

30

Q How much did you pay to have the electricity installed? A That ran quite high.

Q How much? A I don't know, I ain't got the receipts.

Q Approximately? A No, I don't remember that.

Q Then you don't know whether it cost you \$2,500? A I remember it cost quite a bit.

Q Are you sure it cost \$2,000? A Yes.

40

August Lorcheim, cross.

Q Positive? A Yes, it cost more than \$1,000, the improvements on that house.

Q When were the improvements made? A Between 1921 and 1925.

Q How old is that house? A I don't know.

Q Have you any idea? A No.

10 Q How long were you living in that house?
A 1920 to 1925.

Q How many rooms are there? A Six, and one in the attic makes seven.

Q Where is the bath room? A On the landing floor.

Q Is it a modern bath room? A It is now.

Q Now it is? A Yes.

Q Was it then, in 1927? A Yes, sir.

Q A tile bath room? A No, no, no tile.

20 Q Wood floor? A Wood floor.

Further cross examination by Mr. Gordon.

Q Mr. Lorcheim, Mr. Wilson represented you in 1925 when you had trouble with your wife? A Mrs. Lorcheim.

Q Then he represented you? A No, Mrs. Lorcheim had told me Mr. Wilson would like to talk to me.

30 Q And from that time to today, he has represented you right along? A Yes, with the other lawyers I had.

Q When he brought suit against you, did you defend it? A What?

Q Did you defend the suit, when he brought suit against you? A For what?

Q Do you know whether you were sued for any money, or weren't you? A By whom?

40 Q By Mr. Wilson? A No, he never sued me for money.

August Lorcheim, cross.

Q So, in other words, if I told you that a suit was brought against you for money you would be surprised? A If you told me that he brought a suit, I would, yes.

Q You don't know whether or not Mr. Wilson sued you? A He didn't sue me.

10

Q He never sued you? A No.

Q You are sure about that? A Yes, sir.

Q You are under oath? A The only thing I know there was a judgment of Jack O'Neil's.

Q That's the only thing I know of? A That's the only thing I know of.

Q And that judgment was how much? A It was \$500.

Q And you are sure about that? A Yes.

Q Then the only thing against you, is the record of \$500, is that right? A In the courts?

20

Q In the courts. A Yes.

Q That is correct? A That is correct.

Q And by the way Mr. Lorcheim, did you ever get an itemized bill from Mr. Wilson for the indebtedness to him? A My wife has that.

Q Did you ever get a bill? A Me and my wife got a bill, and my wife has it.

Q How long ago did you get that bill? A I think it was in the beginning of '28, or about the middle of '28.

30

Q To you and your wife in the beginning of 1928, and were you and your wife then— A I left home in October, 1928, and it was before that.

Q What was the amount of the bill? A I don't recall.

Q Didn't you look at it? A Well, I looked at it and my wife took it out of my hands and said she was going to take care of that.

40

August Lorcheim, re-direct.

Q And you have not seen the amount? A Yes, at that time.

Q What was the amount? A I don't remember.

By the Court.

10

Q About how much? A I think it was either, \$2,600 or \$2,800 or something like that.

By Mr. Gordon.

Q But you do know that no suit has ever been instituted against you? A Not up to the present time.

Re-direct examination by Mr. Wilson.

20

Q Mr. Lorcheim, you know Mr. Teipel, in the sheriff's office? A Yes.

Q Who sent you the papers for my case against you? A For the \$500?

Q No, the other payments, I got a judgment against you for \$2,800. A Oh, yes.

Q And it was Mr. Teipel— A Mr. Teipel, yes.

30 Q He is a deputy sheriff. Then you never came near me and I got a judgment against you, didn't I? A Yes.

Q You remember on December 2nd when Mrs. Jacobs came down and I gave a check to the Broad Finance Company? A Yes.

Q You had told me that you owed, or your wife had, that you owed people along the Central Railroad Company a lot of money? A Yes.

40 Q And that they had sued you and got a judgment against you, and you told your sister that in my office, didn't you, too? A Yes.

August Lorcheim, re-direct.

Q And your sister told me to take care of them and I would be repaid, didn't she? A That's right.

Q Who is John Crown? A That is an employee of the Central Railroad.

Q And Mr. Cohen was his attorney? A Yes. 10

Q On December 3, 1925, the day after your sister was there, I paid that to the attorney, didn't I? A Yes.

Q On December 3rd, Theodore Harrington, the gentleman there, attorney for William Bradowsky—who is he? A Another one—

The Court: There is no dispute on the part of anybody of the fact that these moneys loaned by Mr. Jacobs at that time were used by Mr. Lorcheim, through Mr. Wilson, for the purpose of paying off these claims and judgments? 20

Mr. Wilson: Only the one mortgage, \$1,610.

The Court: And these checks you are asking him about?

Mr. Wilson: Yes, but I didn't get paid for those. I offer in evidence these checks. 30

The Court: The offer is denied at this time.

Mr. Wilson: We rest.

COMPLAINANT RESTS.

Anna S. Lorcheim, direct.

Mr. Gordon: I move for a dismissal of the complaint, insofar as Mrs. Lorcheim is concerned, on the testimony of Mr. Wilson, himself. He says he has never rendered her a bill, and he has also failed to establish fraud on the part of Mrs. Lorcheim.

10

The Court: The motion will be held until the close of the testimony.

ANNA S. LORCHEIM, a witness produced on behalf of the defendants, being duly sworn, testifies as follows:

Direct examination by Mr. Gordon.

20

Q Mrs. Lorcheim, you are the wife of Mr. Lorcheim, the man who has just been on the stand? A Yes.

Q And have you got any children? A Five.

Q Mrs. Jacobs is how related to you? A My husband's sister.

Q And of course, Mr. Jacobs is— A Is her husband.

30

Q Do you remember your husband going to the Jacobs in Wilkes-Barre and making an application of them for help? A Yes, sir.

Q When was that? A In July, 1925, and in October, I believe. It may have been in November of the same year, he asked for \$4,000 more.

Q Do you know of your own knowledge, whether your sister-in-law, Mrs. Jacobs, gave him the money? A Yes, sir.

40

Mr. Wilson: How is this applicable on my bill to set aside this conveyance? Aren't

Anna S. Lorcheim, direct.

they confined to when they got the property out of their hands when the consideration was only one dollar?

The Court: If that is an objection it is overruled.

By Mr. Gordon:

10

Q Do you remember Mrs. Lorcheim, at the time when the conveyance was made from you and your husband to the Jacobs, at that particular time, how much money was paid by the Jacobs to you and your husband, if any? A Well, now, I don't just get that, Mr. Gordon.

Q At the time when the property was transferred? A Yes.

Q From you and your husband to the Jacobs? A Yes. 20

Q Was the building and loan money due then? A Yes.

Q How many months? A I couldn't say how much it was in the arrears, but I had gone over personally myself, and the man told me if there wasn't a payment made shortly there would be a foreclosure.

Q And how many years taxes were due? A Two years. 30

Q Who paid that? A Mr. Jacobs.

Q Who paid the building loan? A Mr. Jacobs.

Q And up to the present time, up to that particular time, how much money was advanced by Mr. and Mrs. Jacobs to people? A Including what they paid for the property?

Q Yes. A Around \$1,300.

Q \$1,300? A Counting the interest and everything it wasn't anything less. 40

Anna S. Lorcheim, direct.

Q You mean \$13,000? A \$13,000.

Q Mrs. Lorcheim, did Mr. Wilson ever present to you an itemized bill? A No, sir.

Q For services rendered to you? A No, sir.

10 Q Did you ever ask Mr. Wilson to pay the building and loan for you? A No, sir.

Q Did you ever ask Mr. Wilson to pay a judgment for you? A No, sir.

Q As a matter of fact, Mrs. Lorcheim, did you ask Mr. Wilson to do anything for you? A I went and asked for legal advice in the very early part of it, well it may have been September, 1925, I am not positive of the month, I asked him for legal advice, which he gave me, but I never asked a favor from Mr. Wilson.

20 Q You have never taken any money from him? A No, sir.

Q What about all these debts? A Those were my husband's debts where he borrowed money from the employees and spent on other people.

Q What do you mean? A He had another lady friend that he had been getting things for.

Q You are not living with him? A No, sir.

Q You have been separated? A Yes.

30 Q How long? A He has been away from me now, this last time, since the year 1928, in October.

Q Then he has been away on several occasions? A Yes, he left us when my little girl was two years old, he was gone about three days, and in 1925 he left us and then is when I found out he was borrowing all this money, because a man came to me with the notes.

40 Q And it was your sister-in-law and brother-in-law that came on as the good samaritan who saved him? A Yes.

Anna S. Lorcheim, cross.

Q And they gave their hard earned money for it? A Yes, sir.

Q And that is the reason they took the property from you to save you? A Yes.

Cross examination by Mr. Wilson.

10

Q Didn't you know I was paying out money for your husband? A I didn't know anything about it.

Q Didn't you know I had gone and paid the building and loan interest? A No, sir.

Q Why didn't Mr. Grand tell you that Mr. Wilson was paying this all up? A No, sir.

Q You know who Mr. Grand is? A No, sir.

Q Whom did you see? A An elderly man, I don't know who he was, I believe a smooth-shaven man.

20

Q Did he say who he was? A I didn't ask him.

Q What did you go over there for? A Because my husband, while in the police court in 1925, I was \$25 a week, and you said my husband was supposed to pay the mortgage and everything pertaining to my home and you said they were going to hold \$20 a week back on me for rent, and the mortgage was \$60 and it wasn't paid by my husband and you were supposed to meet my lawyer and see the building and loan book, which you didn't do.

30

Q By Judge Albert in his court, you were allowed \$35 a week, weren't you? A That was a couple of years later than that.

Q You knew your husband was in difficulty? A And I knew his sister did help him out of his difficulty.

40

Anna S. Lorcheim, cross.

Q Do you remember Mr. Beatty? A Yes, sir.

Q You borrowed \$800 from him yourself? A No, I didn't.

Q You are sure? A Positively I did not.

10 Q Didn't you know that I paid up that indebtedness? A No, sir, I don't know you even done that.

Q You knew that I— A I didn't know you paid anything.

Q What was your errand to Wilkes-Barre to see your sister at the time of the transfer of the property? A I didn't know that I was up there. I won't say I wasn't, but I won't say I was, I don't remember. I was at Wilkes-Barre at different times.

20 Q Mr. and Mrs. Jacobs came down on the morning you met in the office with Mr. Sauer? Didn't they? A Who is Mr. Richards?

Q Mr. and Mrs. Jacobs. A Yes.

Q And they came to your house before they went to Mr. Sauer's? A Yes, that morning.

Q And your husband was living with you then? A I know he was.

Q And do you mean to say you don't know about this money being paid out at all? A
30 No, sir.

Q Nothing at all? A No, sir.

Q You knew the constable was coming up to your house and leaving notices there? A The constable?

Q Yes. A What constable?

Q I couldn't tell you. A I know there was a constable came there one day for my husband's clothing, that's the only time.

Q Is that the only time a constable ever went
40 to your house? A For my part.

Anna S. Lorcheim, cross.

Q Well, what was your object in getting the property out of your name and into the Jacobs name? A No object at all. The property was going to be foreclosed and it was going to be sold for taxes. The mortgagees said they would foreclose. And Mrs. Jacobs came down to protect herself, my husband advised her, he said he couldn't keep it up. 10

Q And your husband told Mrs. Jacobs, "If you don't take this property right away, Wilson is after it and he'll get it."

Mr. Gordon: I object to what somebody else told her about Wilson.

The Court: Objection overruled.

Q Didn't you know I had been over to see Mr. Grand on the 13th of September, 1927? A No, sir. 20

Q And I paid him up to the amount that was due at that time? A No, sir; I didn't.

Q Did Mr. Grand tell you the amount that was due on that bond and mortgage? A I don't remember that either.

Q He told you \$4,900 was due, didn't he? A I don't remember that.

Q And didn't Mr. Grand say this to you, that so long as Mr. Wilson paid the interest there would be no foreclosure? A No, sir. 30

Q Didn't you know I paid the interest in September, 1927? A No, sir.

Q The building and loan? A No, sir.

Q If I showed you the check, would that convince you? A I didn't know it at that time. You may have the check, but I didn't know it.

Q You knew your husband was in serious financial difficulties? A I knew he was. 40

Anna S. Lorcheim, cross.

Q You lived in the house from September, 1927, until this year, didn't you; the first of January, this year, didn't you? A No, sir.

Q You lived there until 1929? A Yes.

Re-direct examination by Mr. Gordon.

10

Q Where is your husband employed? A Central Railroad.

Further cross examination by Mr. Sauer.

Q Were you familiar with the \$1,000 payment from Mr. Jacobs to your husband? A Yes, I know he gave it to him.

Q \$1,000? A Yes, sir.

20

Q Did Mrs. Jacobs deposit any money to you and Mr. Lorcheim's account? A Yes.

Q In a bank in Roselle? A Yes.

Q Do you remember the amount of that? A Yes, sir; \$2,355.

Q What bank was that? A In the Roselle Park Trust Company.

Q Were you present at the meeting in Mr. Wilson's office when the mortgage was paid off? A Yes.

30

Q Did Mr. Jacobs advance that money through his wife, Mrs. Jacobs? A As far as I know, he did.

Q You remember the title closing, do you? A Yes.

Q Who was present? A My husband, myself, my sister-in-law and the son of my brother-in-law.

Q Mr. and Mrs. Jacobs and their son? A Yes, sir.

40

Q What were the Jacobs paying for this property, what did they have to do in order

Robert A. Sauer, direct

to get the deed? A They had to pay the first mortgage off and they had to pay the second mortgage and the taxes, the first mortgage and the taxes.

Q And they were also to give you and Mr. Lorcheim a cancelled mortgage which they held?

A Yes, sir.

10

ROBERT A. SAUER, a witness produced on behalf of the defendant, Lorcheim, being duly sworn, testifies as follows:

Direct examination by Mr. Gordon.

Q Mr. Sauer, you are a practicing attorney in this State? A Yes.

20

Q And have been for how long? A Three years and a half.

Q Are you familiar with this entire transaction between the Jacobs and the Lorcheims?

A I am familiar with the title closing phase of it.

Q Do you remember when the title was closed? A I do.

Q When was the title closed? A The title was closed on October 29, 1927.

30

Q And was there any moneys and taxes and various other items paid? A If I may refer to my records.

Q Yes, these records were made you? (Showing witness books and papers.) A Yes, sir.

Q Just give us a short regime of what took place, how the transaction was completed, whether the building loan was paid off, the taxes paid off and by whom? A I have a state-

40

Robert A. Sauer, direct

ment of title closing, which took place October 29, 1927. Mr. Jacobs paid to our office \$5,550.

Q How? A There was one check for \$5,000 and a cash payment of \$500.

Q Proceed Mr. Sauer. A I made the following disbursements within the course of prob-
 10 ably a week. I paid the Square Deal Loan Association \$5,345.60, I paid the tax collector of Roselle Park the following payments: 1926 taxes, \$186.18; interest, \$17.45; 1927 taxes, \$185.71; interest, \$3.10; this amounted to \$188.04 more than Mr. Jacobs had paid to us. I wrote to Mr. Jacobs enclosing a statement showing a deficiency of \$188 and sending him a bill of fees of \$89.69, and he returned, I don't know whether it was cash or check, I am not certain, \$277.73.

20 In addition to that it was understood that I was to cancel of record the mortgage originally in the sum of \$1,800, which had been reduced; it was held by Mr. Henry Jacobs—which I did—

Q How much was that mortgage? A The mortgage was originally \$1,800, and I believe there was due at that time approximately \$1,400, but I was not interested in that phase of it.

Q Do you know whether or not—were they assignees of that mortgage or mortgagees? A
 30 No, they were assignees of the mortgage, they were assignees, the Broad Finance Company was the mortgagee.

Q Who paid them, if you know? A I only know from hearsay, not from direct knowledge.

Q In other words, that particular closing, when the title was passed from Mr. and Mrs. Lorcheim, they gave you \$5,500? A More than that, they gave me \$5,550.

Q And at a later date? A \$188.04, plus my
 40 fees.

Robert A. Sauer, cross.

Q And then the title was passed from the Lorcheims to the Jacobs? A That's correct.

Cross examination by Mr. Wilson.

Q Have you a check that you paid to the Square Deal Building and Loan Association? A 10
Yes, I haven't it here. My accountant has it.

Q Are you sure that the only amount owing to Square Deal Building and Loan, was \$5,100?

A I can tell you the exact amount we paid. The exact amount is \$5,345.60.

Q This transaction was on October 29, 1927?

A That's right.

Q Why didn't you record the deed right away? A Why didn't we record the deed right away? 20

Q Yes. A Why, Mr. Jacobs, if I recall this correctly now, it is hazy; Mr. Jacobs left with me \$5,500 in escrow with this understanding, if the total indebtedness due on the property was in excess of \$5,500, I was not to close without authority from him, and I believe that it was four or five, or probably six days before I got my final figures from the building and loan association.

Q When did you pay them? A I have that on the ledger sheet. 30

Q You don't know anything at all about it, do you? A I can give you the date, November 4th, the Square Deal Building and Loan, \$5,345.60; November 5th, tax collector of Roselle Park, \$392.44.

Q And the deed was not recorded until November 9th? A That is correct.

Q There were some arrangements made, weren't there, between Mr. Lorcheim and his 40

Robert A. Sauer, cross.

wife and Jacobs with regard to Mrs. Lorcheim staying in the property? A They were to stay in the property.

Q And they were to pay \$85 a month? A That is correct.

10 Q And that is just exactly what they were supposed to have paid the building loan? A I think \$5,000—I think so; \$5,000.

Q A \$6,000 mortgage? A That would be probably \$66 a month—that wasn't the amount, no.

Q Didn't Lorcheim go to your office on the morning of the ninth and tell you you better get that deed recorded? A No, I don't recall any such thing.

20 Q That Wilson had a judgment against you? A I don't recall having any knowledge of his indebtedness to you until this suit.

Q I mean the O'Neil judgment. A No. If I had known the O'Neil judgment was docketed I couldn't close.

Q Didn't you know the O'Neil judgment was docketed at eight o'clock in the morning of November 9th? A I do.

30 Q Why did you record your deed then? A I don't see how the question is pertinent at all.

Mr. Gordon: I object to it as immaterial.

A I will admit right here that the deed was recorded within a few hours after the judgment was docketed. I first learned of the O'Neil judgment when this suit was started.

By Mr. Gordon.

40 Q For the first time? A For the first time.

Robert A. Sauer, re-direct.

Q And you made a thorough search? A I did.

Cross examination (continued) by Mr. Wilson.

Q Wasn't the understanding, before you recorded that deed, that the Lorcheims were to continue in possession of that property, substantially as owners, so long as they paid \$85 a month? A Not as owners, no. They had a right to get the property back. 10

Q That is not the question I asked you. A My answer is no.

Q They were to pay \$85 a month? A That's right.

Q On account of the principal? A That's right, to be applied to the payment of principal and interest. 20

Re-direct examination by Mr. Gordon.

Q Mr. Sauer, what was the total outlay at the close, the entire amount? A Including the amount of the second mortgage, approximately \$7,300; it's a little more than that.

Q Mr. Sauer, are you acquainted with real estate valuations in Roselle Park? A I have some knowledge of them, I am not an expert. 30

By the Court.

Q Mr. Sauer, you say this agreement was made between the Jacobs and the Lorcheims, that the Lorcheims were to pay \$85 a month to the Jacobs to be applied on account of the principal. To be applied in what way? A With this understanding, that they would keep a record of the payments and if in the course of years, 40

John A. McArevey, direct.

Mr. Jacobs' indebtedness was entirely paid off, which was in the neighborhood of \$7,300, he would deed the property back to Mr. Lorcheim, regardless of it's value.

10 Q How do you make up the \$7,300? A \$5,-
345 to the Building and Loan, taxes—

Q About \$400? A \$392. The amount that was then due on the second mortgage was approximately \$1,400.

Q That makes about \$7,100, doesn't it? A And then the interest on that second mortgage. I don't think there was any interest paid for about two years.

Q And the amount of your fees? A That is additional.

20 Q Your fees were additional to the \$7,300?
A That's right.

JOHN A. McAREVEY, a witness produced on behalf of the defendant Lorcheim, is duly sworn.

30 The Court: Is there any reason, or do you dispute in anywise, the fact that this building and loan mortgage was paid off?

Mr. Wilson: Not a bit, no.

The Court: That there was at least \$7,300 or \$7,400 of indebtedness paid by the Jacobs?

Mr. Wilson: That is it.

The Court: Are you willing to repay that to the Jacobs, if there is a reconveyance?

Mr. Wilson: There is \$850 besides, paid on account of that.

40 The Court: There is also interest accrued on it.

John A. McArevey, direct.

Mr. Wilson: And then he has got this, he has got \$3,000 life insurance policy as security of that indebtedness of his, so he—this \$7,300—

The Court: Are you willing to make this payment of \$7,300 and take the property and the life insurance policy?

10

Mr. Wilson: No, I think not, sir.

The Court: Are you willing to make this payment? You say you are not. And if you are not willing to do that, how can you ask this Court to set aside this conveyance?

Mr. Wilson: By these people, I was induced to pay out a certain amount of money. I reduced that building and loan mortgage down by \$709 at their request. I have an equitable interest in this property anyway. That is the way I look at it. I have gone into this matter thoroughly myself, and it strikes me, if I was induced to part with my money, by these people, with the understanding that I was to get my money back again, there ought to be some consideration paid to me. The \$709 I should get back anyway. I paid out the \$709 and I carried them along two or three years and there is \$529 and \$60 and the O'Neil they would have to pay that, because that is a blemish on the property. I got that judgment before the property was transferred. That I should have been so simple that I should have trusted people like that, and got in about \$3,200 with the understanding that I would be reimbursed for this money I paid in—I paid out nearly \$650 to the Broad Finance Corporation the very next day, and

20

30

40

Henry Jacobs, direct.

10 the day following, or two or three days after that, to prevent him from being discharged from the Central Railroad Company. When an innocent party is in this situation and is induced to wait and then they slip a deed over, after he had an opportunity of getting his money, it seems to me hard. We are in a Court of equity and the Court can help me. I will say this, I will give to them the \$4,300 that is justly owing to them. They ask equity; I will do equity. In addition to the \$3,500, I have got in there, if the Court agrees that I should pay \$4,300 and get that property, as I say it should be, with the deduction, let them keep the insurance policy. I will pay the \$4,300 and take the property.

20 Mr. Gordon: Mr. Wilson is harping on the \$3,000 policy. That was never paid by Mr. Lorcheim. I don't like to say it, but Mr. Lorcheim is not a man that is straight. There is no dispute as to what I called the witness for, and I will withdraw the witness.

30 HENRY JACOBS, a witness produced on behalf of the defendants, being duly sworn, testifies as follows:

Direct examination by Mr. Gordon.

Q Mr. Jacobs, you are a brother-in-law to Mr. Lorcheim? A Yes, sir.

Q And do you remember paying out a second mortgage of \$1,690? A Well, I give my wife the money.

40

Henry Jacobs, direct.

Mr. Wilson: There is no question about that.

Q Did you ever guarantee any reimbursements for moneys that he laid out for Lorcheim?

Mr. Wilson: I have never seen the man before. 10

A I never met Mr. Wilson until this case.

Q How much money did you advance Lorcheim altogether? A Well, I loaned \$1,000 in '25, somewheres, I think, in around July.

Q Have you got a record of it with you? Pull out the record, if you got it, yourself, and refresh your memory. A (Looking at paper) Yes, July 1, 1925, \$1,000. Then on December 2. 20

The Court: Is there any use going over this again?

Q What is there about the \$3,000 policy? Will you enlighten the Court about this policy. There was talk of a policy of \$3,000. A This was all at the time he got the money.

By the Court. 30

Q The \$3,000 policy was turned over to you as security for the repayment of these moneys? A Yes.

By Mr. Gordon.

Q And it was also understood he was to keep the payments up on this policy? A Yes, sir.

Q Did he keep up the payments on the policy? A Yes, sir. 40

Henry Jacobs, cross—re-direct.

Q Is he still doing it? A Yes, but he was complaining the last month or so that he wouldn't pay any more if I didn't get his wife to pay half of it.

Cross examination by Mr. Sauer.

10

Q Since you and your wife took title to this property have you sold it? A Yes, we tried to sell it.

Q You have agreed to sell it? A Yes.

Q For what price? A \$6,000.

Q What is holding up the title?

Mr. Wilson: That is objected to as not relevant.

20

The Court: It is relevant upon the question of value I suppose.

Q What is holding up the title? A As far as I understand it is Mr. Wilson, or his suit.

Q This pending suit? A Yes.

Re-direct examination by Mr. Gordon.

30

Q In other words you have sold this piece of property? A I actually have sold it. The deed is in the Court House now.

Q When did you sell it? A There you have me, I can't think when.

Q As near as you can was it about a year ago? A It is about a year ago, something like that. It was sometime, I think in October or November, I am not sure.

40

Anna Jacobs, direct.

ANNA JACOBS, a witness produced on behalf of the defendants, being duly sworn, testifies as follows:

Direct examination by Mr. Gordon.

Q Mrs. Jacobs, you are a sister of Mr. Lorchheim? A Yes. 10

Q This gentleman that was on the stand? A Yes.

Q Do you remember during all of these transactions, ever agreeing to reimburse Mr. Wilson for any money that he has laid out in behalf of your property? A No, sir.

Mr. Wilson: No questions.

Mr. Gordon: We rest. 20

Mr. Sauer: I could bring out additional testimony, but my defence has brought out. I would like to put on a real estate expert to testify as to the value of the property.

The Court: I don't think I am interested in that.

CASE CLOSED

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Opinion.

OPINION.

ON FINAL HEARING.

BUCHANAN, V.-C.

10 Complainant's bill seeks to have set aside in his favor a judgment creditor, a conveyance made by defendant Lorcheim to defendant Jacobs, in October, 1927, alleging it to be fraudulent and without consideration.

20 The proofs show clearly that the property at the time of the conveyance was encumbered to the extent of some \$7,400; its value was variously placed at from \$6,500.00 to \$9,000.00. No fraudulent intent is proven. Grantee paid off and cancelled the encumbrances (one of which was held by him in the sum of about \$1,500.00). Grantee also agreed verbally with grantor to reconvey to him the property at any time on being reimbursed for what he had expended. He has been reimbursed to the extent of \$850.00.

30 The defendant grantee is entitled to protection to the amount he has not been reimbursed, to wit: \$7,400.00 plus interest from October, 1927, less the \$850.00 and interest thereon. The deed will be upheld as security for that amount. If within 10 days complainant will pay, or secure, to the grantee the payment of that amount, the conveyance will be set aside; otherwise the bill will be dismissed.

40 Complainant contends that the defendant grantee, in consideration of complainant's advancing moneys to defendant grantor to pay off encumbrances on the property, guaranteed complainant's reimbursement. Assuming this to be true in fact, it is an entirely separate right of action, cognizable only at law and not in this court. No costs.

Final Decree.

FINAL DECREE.

Filed October 29, 1930.

This cause coming on to be heard in the presence of William R. Wilson, complainant, solicitor *pro se*, Robert A. Sauer, of the law firm of Sauer & Sauer, solicitors of the defendants, Henry Jacobs and Anna Jacobs, his wife, and Benjamin Gordon, solicitor of the defendant, Anna Sophia Lorcheim, and the Court having examined the pleadings and taken proofs orally and in open court and having heard and considered the arguments of counsel thereon;

And the Court being satisfied that a certain deed for the following lands and premises situate in the Borough of Roselle Park, in the County of Union and State of New Jersey, described as follows:

BEGINNING in the Westerly line of St. Joseph's Avenue at the Northeasterly corner of lands of John and Maggie Quinn; thence running westerly along said Quinn's land one hundred twenty-six (126) feet more or less to the Estate of William S. Williams; thence northerly along said Williams' line forty-two (42) feet to other lands of Mrs. Charlier's; thence easterly along said Charlier's line one hundred twenty-seven (127) feet more or less to the westerly line of St. Joseph's Avenue; thence southerly along said St. Joseph's Avenue forty-five (45) feet to the place of Beginning, which deed was made by the defendants, August Lorcheim and Anna Sophia Lorcheim, his wife, to the defendants, Henry Jacobs and Anna Jacobs, his wife, on the 29th day of October, 1927, and recorded on the 9th day of November, 1927, in the Register's

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Final Decree.

10 Office of the County of Union, in Book 1125 of Deeds for said County, on page 376, was made without a fraudulent intent and for a valuable consideration, and that the complainant on the 7th day of September, 1928, recovered a judgment in the Union County Circuit Court against the said defendant, August Lorcheim, in the sum of \$2,853.92, damages and costs, which judgment was on the 13th day of June, 1929, docketed in the New Jersey Supreme Court at Trenton, and on which judgment execution has been issued and returned unsatisfied, and which judgment still remains wholly unpaid and unsatisfied, and that the defendants grantee are entitled to protection to the amount of \$7,400.00, with interest from October, 1927, less \$850.00, with interest thereon;

20 And it further appearing that the complainant has failed, within ten days after the date of the final hearing, to pay or secure to the defendants grantee the payment of that amount in accordance with the election granted to the complainant in the opinion of the Court at the final hearing;

30 It is, on this 21st day of October, nineteen hundred and thirty, ORDERED, ADJUDGED and DECREED that the bill of complaint filed herein be dismissed without costs, any party against the other.

E. R. WALKER,

C.

Respectfully advised,

MALCOLM G. BUCHANAN,
V.-C.

Notice of Appeal.

NOTICE OF APPEAL.

Filed November 6, 1930.

The complainant hereby appeals from the whole and every part of the decree, made in this cause on October 28, 1930, by the Chancellor on the advice of Vice-Chancellor Buchanan to the Court of Errors and Appeals in the last resort in all causes. 10

Dated November 5, 1930.

WILLIAM R. WILSON,
Solicitor of Complainant and of Counsel.

I conceive there is good cause for appeal in the above stated cause. 20

WILLIAM R. WILSON,
Of Counsel with Complainant.

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Petition of Appeal.

PETITION OF APPEAL.

Filed November 25, 1930.

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

10 The petition of William R. Wilson, the appellant, in the above stated cause respectfully shows that your petitioner finds himself aggrieved by a final decree made in the Court of Chancery by his Honor Edwin Robert Walker, Chancellor of New Jersey, on the advice of Honorable Malcom G. Buchanan, Vice-Chancellor, bearing date October 28, 1930, wherein the said William R. Wilson was complainant and Henry Jacobs and wife and others were defendants in this respect, to wit: that the said decree adjudges that
20 the bill of complaint filed in said Court of Chancery be dismissed without costs any party against the other.

And your petitioner humbly appeals from that part of the decree which decrees as above upon the ground that the same is erroneous for that the said bill should have been sustained.

Your petitioner, therefore, prays that the said
30 decree so as aforesaid made by the Chancellor on the advice of the Vice-Chancellor aforesaid may be reversed, set aside and for nothing holden. And that your petitioner may have such relief in the premises as to this Honorable Court shall seem meet.

WILLIAM R. WILSON,
Solicitor of Appellant and
of Counsel with Appellant.

11 OCT. 1. 1931

Arthur W. Cross, Law Printer, 55-57 Lafayette Street, Newark, N. J.

New Jersey Court of Errors and Appeals

WILLIAM R. WILSON,
Complainant-Appellant,

and

HENRY JACOBS AND WIFE and
als.,
Defendants-Respondents.

On Bill, etc.

On Appeal.

BRIEF OF COMPLAINANT-APPELLANT.

Statement of the Case.

The bill in this cause was filed November 21, 1929 to set aside a conveyance made by one August Lorcheim and wife on October 29, 1927 to Henry Jacobs and Anna Jacobs, his wife, for the nominal consideration of one dollar, for premises set forth on page 1 of the printed case; and which deed was recorded November 9, 1927. The suit was for fraudulently conveying said property, and praying that the said lands be sold free and clear, and for such other relief as the Court might grant. Answers were filed by the various defendants, and the case was referred to Hon. Malcolm G. Buchanan, one of the Vice-Chancellors of this Court, and was heard by him at Trenton on Thursday, October 9, 1930. His opinion is found on page 70 of the printed book, and a final decree based on his opinion is found at page 71 of same book. From this decree an appeal was taken to this Court.

A judgment was recovered by complainant in the Circuit Court of Union County, and docketed in the Supreme Court on June 13, 1929 for \$2,853.92 and an execution was issued directed to

the Sheriff of Union County, who levied upon the property set forth in said bill. At the time of the filing of the said bill, a *lis pendens* was filed in the Register's Office of Union County, setting forth the pendency of the above suit, and describing the premises set forth in the bill of complaint.

The whole claim was due in September 1927 before the making of the deed to Henry and Anna Jacobs by Lorcheim and wife, and it wasn't until early in 1929 that complainant knew of the transfer, and when he found out he brought suit at once and recovered his judgment.

The complainant relied on the statements of Anna Jacobs, that he would be repaid for all disbursements made by him for or on account of Lorcheim or his property, and, therefore, rested in fancied security. The payments were made by reason of the representations of Anna Jacobs, the sister of August Lorcheim, and the present owner of the property. The judgment was based on moneys laid out and expended for August Lorcheim by complainant to save the premises above set forth, and to prevent the Lorchheim from losing the same by foreclosure or otherwise.

Payments were made by complainant to the Square Deal Building and Loan Association of Newark, New Jersey, the holder of the mortgage given by Lorcheim and wife, and to others from the year beginning 1925 up to September 12, 1927 and the deed from Lorcheim and wife to Henry Jacobs and Anna his wife was made October 29, 1927.

Jacobs and wife were then and now are residents of Wilkesbarre, Pennsylvania, and Anna Jacobs is the sister of August Lorcheim, one of

the defendants; and the deed was made secretly and their then counsel, who drafted the deed, knew of the indebtedness to complainant, and the deed was drafted for the purpose of divesting the Lorcheims of their property, and to avoid paying complainant the amount so as aforesaid paid out by him as requested by Anna Jacobs.

Complainant laid out and expended his money for the Lorcheims and was to be secured for payments made. Complainant paid judgments against the property amounting to \$600 and paid on account of the mortgage given to the said Square Deal Building and Loan Association above amounting to \$709, and other payments for which the Lorcheims were liable, making in all the sum of \$2,853.92, up to September 12, 1927 shortly before the deed was made to Jacobs and wife on October 29, 1927.

Complainant commenced to lay out and expend on account of this property, soon after Mrs. Jacobs and her son came to his office, from Wilkesbarre, with August Lorcheim, at the time of the assignment of the mortgage for \$1,610.75 from the Broad and Finance Corporation.

See page 14 of printed book, line 20.

On the occasion of the above visit to complainant's office the conversation took place in which Anna Jacobs said to complainant: "What you are paying out, I will see you are repaid for; you will be reimbursed."

Complainant from then on and until September 12, 1927, which was the last payment made by him to the Square Deal Building and Loan Association, commenced to pay out monthly on the assurance of Anna Jacobs the sister of August

Lorcheim and the present owner of the property, until the claim amounted to \$2,853.92.

See page 14, line 39 and following in printed book; also page 16, line 39. See testimony on page 18, line 15 and following. See page 18, line 15.

Mrs. Lorcheim mentioned was with Mrs. Jacobs at complainant's office. There was no fear of foreclosure so long as complainant kept up the payments for Lorcheim and Jacobs to the Square Deal Building and Loan Association as he was advised by the officers of the association. The last payment was made to the association by complainant on September 12, 1927 and the deed for the property to Anna Jacobs was made October 29, 1927, and there couldn't have been any threat of foreclosure, and it is so stated.

See page 21, line 21 and following.

The deed was made secretly and complainant was not informed, and defendants Lorcheim and wife lived in the premises after the sale until sometime late in 1929.

Mrs. Lorcheim, one of the defendants, was asked the following question by Mr. Sauer, at page 55, line 3. "And that is the reason they took the property from you, to save you?" Answer, "Yes." It wasn't to protect Jacobs and wife, but to get it out of the hands of the Lorcheims to prevent complainant being paid. At page 39, line 35 in testimony of August Lorcheim he is asked: "Didn't she (Mrs. Jacobs) tell you this, that you would have to get the property out of your name so that Wilson wouldn't get it?" And his answer is, "Yes, she told both me and my wife that." This hasn't been denied. When they, Jacobs, came to Eliza-

beth at the time of the transfer to Anna Jacobs, they went first to Mr. Eisenberg's office, a lawyer of Elizabeth, who after being informed as to what was wanted said he would have nothing to do with the matter, and then they went to Mr. Sauer's office where the transfer was made.

In the testimony of August Lorcheim on page 45 at line 20, he stated in response to a question of Mr. Sauer, that Mrs. Jacobs said, "She would reimburse me."

See also page 51 line 2
It has never been denied that I was to be reimbursed for moneys paid out by me. The nearest to it was when Mrs. Anna Jacobs was asked the following question by Mr. Sauer, her solicitor. Q. Do you *remember* during all these transactions ever agreeing to reimburse Mr. Wilson for any money that he paid out in behalf of your property? Answer, No, sir. She didn't remember! She didn't say it wasn't so. Her son who was present wasn't put on the stand to deny it.

Lorcheim put \$9,000 in the property and Mr. Bodine, an appraiser, says it is located in one of the best parts of Roselle Park.

Mr. Sauer in his testimony on page 64, at line 1 and following, stated, "That if Mr. Jacobs' indebtedness due from Lorcheim was paid off, which was in the neighborhood of \$7,300, he Jacobs, would deed back the property to Lorcheim." Jacobs gets the property worth \$8,000 and a \$3,000 insurance policy as additional security.

The Vice-Chancellor at the conclusion of the case intimated what he would require, and his opinion filed later states as follows: "Complainant contends that the defendant grantee in con-

sideration of complainant's advancing moneys to defendant grantor to pay off encumbrances on the property, guaranteed complainant's reimbursement. Assuming this to be true in fact, it is an entirely separate right of action, cognizable only at law and not in this court."

I think the Court erred in its view in its dismissal of the bill in this cause, for the reason that the whole matter was before the Court, both the legal and equitable side, and he should have determined what was due me, even if as he said, my claim was a legal one. He heard the whole case before him and should have decided the legality of my claim. The courts of this State are of one mind with regard to that proposition and I have set forth later the decisions. The fact before the Court is, that the Jacobs are residents of Pennsylvania. I should not be required to go into a court of law to get **my own money**, when the whole matter could be determined in this suit and all the parties now are before the Court.

THE LAW RESPECTING THE CASE.

The general principle of law decided in this State is, that a **Court of Equity** is not ousted of any part of its original jurisdiction by the fact, that a **Court of Law** exercises the same or similar jurisdiction.

The complainant feels that the Court of Chancery should have determined the whole matter before them. An order could have been made that the claim of complainant, founded on his judgment, should have been decreed to have been paid by the defendant Anna Jacobs by virtue of her agreement made. The question of settling legal and equitable claims in one suit is well settled in this State.

The case of *Disborough v. Outcalt*, 1 New Jersey Equity 298 was the first case, and the Court held as follows:

“When a party comes into this Court (Chancery) to obtain satisfaction of a judgment he must present himself under some head of equity jurisdiction; he must show that the debtor has made some fraudulent disposition of his property, or that the case stands infected with some collusion or injustice against which it is the province of this Court to give relief.” In the opinion in the above case at page 307 is the following. “Courts of Equity will in some cases aid execution creditors to obtain satisfaction of their demands. It has for this purpose a suppletory power. But to warrant its interference there must be some equitable ground presented. The case must be infected with fraud or it must evolve some trust or other matter of peculiar equity jurisdiction. The court will then act on its own established principles, and afford such relief as the situation of the parties requires and the nature of the case will admit.”

See also *Shannon v. Marselis*, 1 N. J. Equity 413;

Symmons v. Strong, 28 N. J. Equity 131.

So also in *Couse v. Boyles*, 4 N. J. Equity 212, the Court among other things said: “If a case be once properly before the Court, it will do all in its power to settle the rights of all the parties in the matter in controversy, justly and equitably by one decree”

See also *Sweeny v. Williams*, 36 N. J. Equity 627;

Hoppock v. United N. J. Elc. Co., 27 N. J. Eq. 286.

Adequacy of Legal Remedy.

A bill seeking relief against a sale obtained to be made by fraud is not demurrable because there is an adequate remedy at law, where it appears that the procedure in equity can afford the complainant more efficient modes of relief than obtainable at law.

Morse v. Nicholson, 55 N. J. Equity 705.

For Complete Relief.

In *Mosser v. Pequest Mining Co.*, 26 N. J. Equity 200, it was held as follows: "The Court of Chancery having jurisdiction for one purpose, will retain it for all purposes and do complete justice as between the parties"

See also *Coast Company v. Boro of Spring-Lake*, 36 Atl. 21;

Swedish Evan. Lutheran Church v. Shivers, 16 N. J. Equity 453.

A Court of Equity will assume jurisdiction to prevent a multiplicity of suits.

Shimer v. Morris Canal &c., 27 N. J. Equity 364.

It is the duty and policy of the Court to settle and adjust in one suit, all claims between the parties in reference to the subject matter of the litigation if possible.

Symmes v. Strong, 28 N. J. Equity 131.

It is the duty of the Court never to do justice by halves to beget business for another Court, or where a cause is fairly within its jurisdiction, to leave open the door for further litigation here or elsewhere.

Decker v. Caskey, 1 N. J. Equity 427.

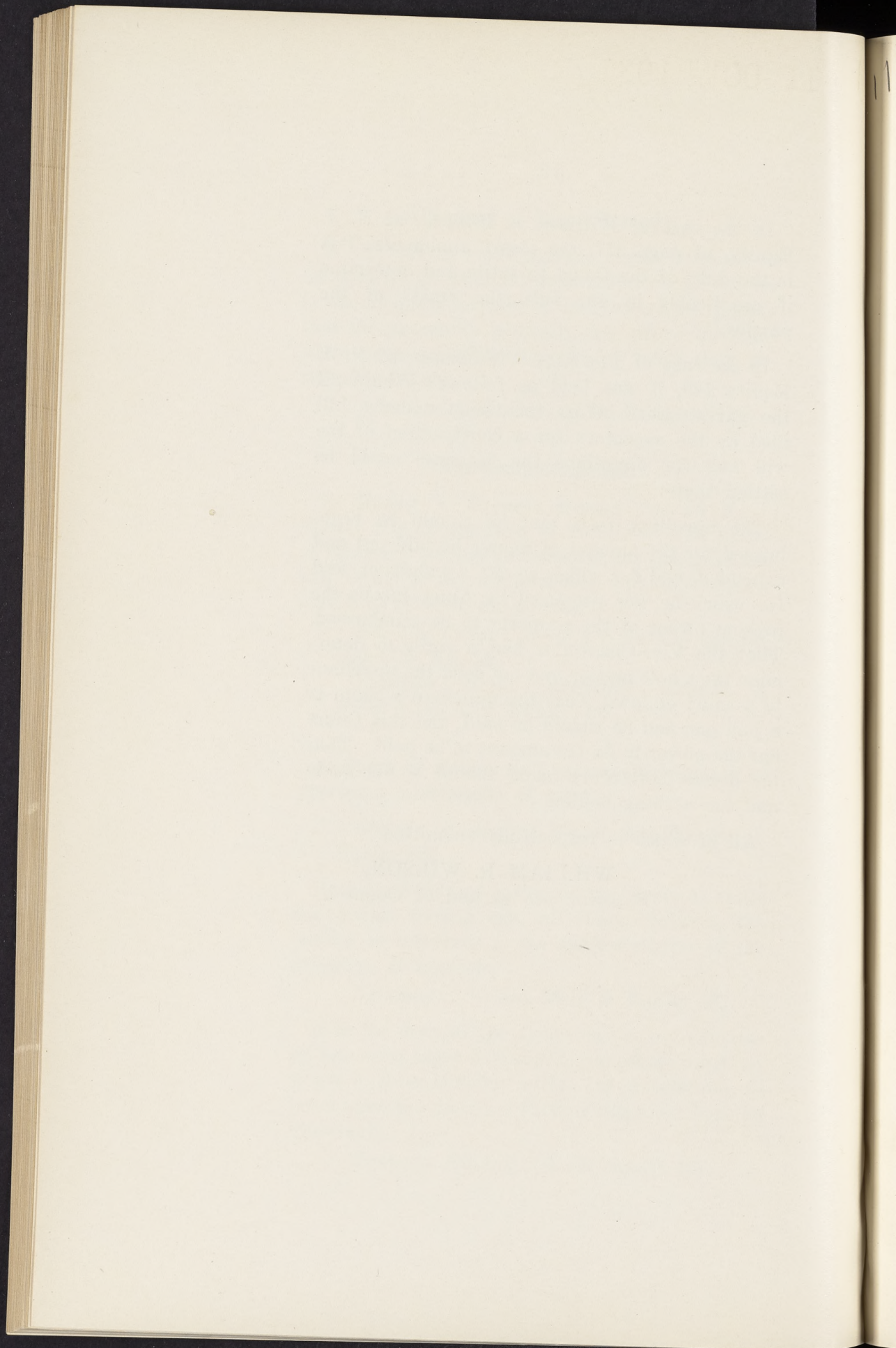
In the case of *Williams v. Winans*, 22 N. J. Equity, at page 577, the Court announces: "It is the duty of the Court to settle and determine if practicable in one suit, the rights of the parties."

In the case of *Youmans v. Youmans*, 26 N. J. Equity 149, it was held as follows: Where all the parties were before the Court under a bill filed by the executors for a construction of the will and for directions the accounts could be settled there.

The appellant feels that he should be reimbursed for the amount of money he laid out and expended, and for which he got a judgment, and for which he was promised by Anna Jacobs the present owner of the property to be reimbursed. That the Vice-Chancellor had a right to determine the whole matter and not send the appellant to a court of law. That the appellant's claim is a just one and he should be paid, and this Court has the power to fix the amount to be paid. That the decree heretofore made should be set aside and for nothing holden.

All of which is respectfully submitted.

WILLIAM R. WILSON,
Solicitor *pro se* and of Counsel.



11 OCT. 1 1931

Arthur W. Cross, Law Printer, 55-57 Lafayette Street, Newark, N. J.

New Jersey Court of Errors and Appeals

WILLIAM R. WILSON,
Complainant-Appellant,

and

HENRY JACOBS and wife, *et als.*,
Defendants-Respondents.

On Bill, &c.

On Appeal.

BRIEF OF DEFENDANTS, ANNA S. LORCHEIM AND HENRY JACOBS AND WIFE.

By deed dated October 29, 1927, and recorded November 9, 1927, the defendants August Lorcheim and Anna Sophia Lorcheim, his wife, conveyed to the defendants Henry Jacobs and Anna Jacobs, his wife, certain lands situate in Roselle Park, Union County, New Jersey.

The consideration for the conveyance was the payment of the balance due on a mortgage held by The Square Deal Building and Loan Association of Newark, New Jersey, the cancellation of a second mortgage held by said Henry Jacobs as security for moneys loaned, and unpaid taxes and interest, amounting altogether to the sum of \$7,494.86 (Case, p. 6, *et seq.*). That the consideration was paid was conclusively proved.

Complainant alleges that on July 21, 1928, some nine months after the conveyance referred to above, he sent said August Lorcheim his bill for services rendered and moneys advanced in the sum of \$2,768.44 (Case, p. 20, l. 37, *et seq.*).

The bill not being paid suit was instituted, and judgment entered in the Union County Circuit Court, on or about September 7, 1928, in the

sum of \$2,853.92, in favor of complainant and against August Lorcheim alone.

Complainant now seeks to have said conveyance set aside, on the ground of fraud, in order that his judgment may attach thereto, and be satisfied out of the proceeds from its sale.

Complainant, in paragraph 1 of his prayer for relief, prays three forms of relief:

(a) "That the said defendants or some one of them may be decreed to pay to complainant the full amount due and owing to him on his said judgment," etc. (Case, p. 5, l. 15).

(b) "That the said fraudulent conveyance * * * may be set aside and declared null and void," etc. (Case, p. 5, l. 19).

(c) "That the said lands may be sold, free, clear and discharged of and from * * * all encumbrances, and the proceeds thereof, or such part of the same as may be necessary may be applied to the payment of complainant's said judgment," etc. (Case, p. 5, l. 24).

As to (a) the remedy, if any, is at law, as pointed out by the Vice-Chancellor in his opinion, and calls neither for comment or argument. The cases cited are not relevant to the situation here present.

As to (b) the testimony wholly fails to prove fraud, and complainant practically concedes as much in his brief, contending only that "he should be reimbursed for the amount of money he laid out and expended, and for which he got a judgment." That may be true, but it forms no basis for a charge of fraud, and no ground for setting aside the conveyance.

The relief prayed in (c) of course falls with (b).

The decree should be affirmed. (This applies to Henry Jacobs and wife as well as Anna S. Lorcheim.)

Respectfully submitted,

BENJAMIN GORDON,
Solicitor for and of Counsel with the
Defendants, Anna Sophia Lorcheim,
and Henry Jacobs and Wife.

*Mr. Wilson is unable to acknowledge
service for the within brief because
of illness.*

*H. Stule
Secretary*

My dear Mother
I received your letter of the 14th
and was glad to hear from you
and to hear that you were all
well.

I am well at present and
hope these few lines will find
you all the same.

I have not much news to
write at present.

I am sure you will be
glad to hear from me.

I am sure you will be
glad to hear from me.

I am sure you will be
glad to hear from me.

I am sure you will be
glad to hear from me.

I am sure you will be
glad to hear from me.

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