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6-177

# Record No. 1599

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In the  
Supreme Court of Appeals of Virginia  
at Richmond

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**SARAH ELIZABETH SAWYER, Appellant,**

v.

**BLANCHE L. MATTHEWS, AND OTHERS,  
Appellees.**

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FROM THE CIRCUIT COURT OF THE CITY OF NORFOLK.

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“The briefs shall be printed in type not less in size than small pica, and shall be nine inches in length and six inches in width, so as to conform in dimensions to the printed records along with which they are to be bound, in accordance with Act of Assembly, approved March 1, 1903; and the clerks of this court are directed not to receive or file a brief not conforming in all respects to the aforementioned requirements.”

The foregoing is printed in small pica type for the information of counsel.

M. B. WATTS, Clerk.

166 Va 177

IN THE  
**Supreme Court of Appeals of Virginia**  
AT RICHMOND.

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**Record No. 1599**

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SARAH ELIZABETH SAWYER, Appellant,

*versus*

BLANCHE L. MATTHEWS, NATIONAL BANK OF COMMERCE OF NORFOLK; W. W. OLD, JR., EDWARD C. SAWYER; IVOR A. PAGE, JR., AND WILLIAM H. SANDS; FRANK P. WHITEHURST AND GRAYSON M. WHITEHURST, EXECUTORS OF WILLIAM LEE WHITEHURST, DECEASED; JESSIE W. GOULD AND JOSEPH E. GOULD, Appellees.

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PETITION FOR APPEAL.

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*To the Honorable Justices of said Court:*

Petitioner, Sarah Elizabeth Sawyer, defendant below, and your appellant, respectfully represents that she is aggrieved by a decree of the Circuit Court of the City of Norfolk, entered on the 23rd day of May, 1934, settling the principles of the cause, in a suit in chancery in which she was principal defendant, and her daughter, Blanche L. Matthews, was plaintiff, a transcript of the record in which cause is herewith filed, to which reference is made. Said decree adjudged valid and binding a paper called therein "the deed of gift dated the 7th day of November, 1928" (R., p. 21).

This is a contest between a daughter, Mrs. Matthews, plaintiff below, and her mother, Mrs. Sawyer, principal defendant below, by which the daughter sought to have declared valid and in full force a paper signed by the mother dated

Nov. 7, 1928, the original being filed as Exhibit "P 7", marked across its face "void", and a copy being filed with the mother's answer (R., p. 17), Exhibit "A", and reading as follows:

"KNOW ALL MEN BY THESE PRESENTS, that I, Sarah Elizabeth Sawyer, in consideration of \$1.00 cash in hand paid, and in consideration of my natural love and affection for my daughter, and of her promise to allow me the income thereon for and during my natural lifetime, and of her promise in event of my death before the death of my husband, Edward C. Sawyer, to pay to my said husband for and during his natural life, the sum of Three Hundred (\$300.00) Dollars per month, payable on or before the 5th day of each month, do hereby grant, give, sell, assign, set over and deliver to my daughter, Blanche L. Matthews, all my stocks, bonds, notes and all other personal property deposited by me in the safety deposit vault in the Norfolk National Bank of Commerce & Trusts of Norfolk, Virginia, rented in the name of myself and of my daughter, Blanche L. Matthews. This instrument shall serve immediately to transfer the ownership of any future personal property I may acquire from time to time and deposit in said safety deposit vault so leased in the name of myself and of my daughter, as fully and completely as if said property were now in said vault. It is my full intent and purpose testified to by signing this bill of sale, to presently pass title to such personal property as may be located in said vault, and to pass title to any future personal property I may place in said vault immediately upon its being so placed therein.

"I FURTHER DECLARE THAT THIS TRANSFER IS MADE ENTIRELY AT MY OWN SUGGESTION, WITHOUT THE REQUEST OF MY DAUGHTER OR OF ANY OTHER PERSON, AND WITHOUT BEING INFLUENCED SO TO DO IN THE SLIGHTEST DEGREE BY MY SAID DAUGHTER, HER HUSBAND, OR ANY OTHER LIVING PERSON.

Witness my hand and seal this the 7th day of November, 1928.

SARAH ELIZABETH SAWYER (Seal)

Witness Sig:

A. G. DUNTON"

(capitals added)

The value of the securities involved in this paper, so Mrs. Matthews claims, to be about \$100,000 (R., p. 2).

The Circuit Court, by its decree complained of, on May 23, 1934, decreed in favor of Mrs. Matthews, that said paper was valid and in full force, settled the principles of the cause, and referred the cause to a commissioner in chancery to ascertain the exact securities involved, etc. (R., p. 21.)

The daughter and mother are the contestants upon whom the case depends, the other parties being mostly some *quasi* garnishees, and some creditors of Mrs. Matthews who came into the suit after said decree, and Mrs. Matthews' attorneys who, after the decree filed, claims for attorneys' lien. So we need not treat of the other parties at any length in this petition, but this court is asked to bring all the parties before it mentioned in the title of this petition.

THE FACTS, some of them controverted, and some not, and therefore not always stated here as absolutely certain facts, are:

L. P. Matthews, the husband of the plaintiff, Mrs. Blanche L. Matthews, and son-in-law of the defendant, Mrs. Sarah Elizabeth Sawyer, had been a lawyer in apparent good standing in the City of Norfolk from 1909 until his frauds and forgeries were discovered in 1932. After his frauds and forgeries were discovered, the local bar association made charges against him, and he signed a paper (before Mr. Robert M. Hughes, Jr., Chairman of the Association's Trial Committee), requesting the Supreme Court of Appeals to revoke his license, statewide, which paper was presented to this court by Mr. John B. Jenkins, Jr., President of said Association (R., pp. 86, 87, 176, 240, 242), and the court revoked the license.

The frauds and forgeries of L. P. Matthews were many, some in huge transactions, and over many years.

Among the frauds upon various persons of L. P. Matthews there were many upon Mrs. Sawyer, his mother-in-law, which he admitted in writing in exhibits filed in this cause. He has a very bad reputation and indictments are pending against him.

*He had been the attorney at law of his mother-in-law from 1913, the year he married her daughter, till 1932, and she trusted him implicitly until some of his frauds were disclosed in 1932.*

"I am very sorry to say I had no other lawyer but Mr. Matthews." (R., p. 220.)



While her attorney he attended to a great many matters for her, she being a rich woman (R., pp. 64, 65, 148, 221).

Mrs. Sawyer is 61 years old, and her husband 81 (R., p. 187), and they have been married to each other about 34 to 37 years (R., p. 218).

Regarding the paper in question, Mrs. Sawyer testified that in 1928, she decided to draw a *will* leaving her property to her daughter, with an income of \$300 per month to go to Mr. Sawyer for his life, should he survive his wife. She told L. P. Matthews and his wife of her desire to draw this will (R., p. 189): "I said I was going to make this will, and he said, 'Let me do it'." He had attended to all her legal business since 1913, "and I trusted him". (R., pp. 189, 221.)

"In his office he brought me this and said, 'Here is your will'. He said—being in a hurry, both of them, to leave, he said, 'You sign it right there', and he put this paper just in front of me like this to sign and I signed my name on it. First, before I signed it, I said, 'Pres, I want it understood', I said 'That I can change my will any time I want to', and he said, 'You can do it, do anything you like with it', and I signed it." (R., pp. 189, 190.)

She further testified she did not read the paper, nor have it read to her, supposing it was a will as she had requested, immediately took it home with her and kept it at home until 1932, when she marked it void, and retained it in her possession until she turned it over to the Commonwealth's Attorney (R., p. 190).

She never ceased to have complete control over all her property and securities, both *principal* and interest, had notes, bonds, etc., in a safe deposit box in her name, with her daughter merely as "deputy" to enter the box, and L. P. Matthews continued to account to Mrs. Sawyer in all respects as if she were entire owner.

Mrs. Matthews *wrote* her mother as late as Sept. 2, 1932 (R., pp. 166, 167):

"I gave Pres your letter to read this afternoon with your August statement enclosed and he said he would write to you this afternoon *and tell you to have me get some papers out of your box* before he could collect some interest. I don't understand all this but when you get this letter please tell *me what to do. I am not going to your box unless you tell me to.*" (Italics added.)

Shortly thereafter Mrs. Sawyer came home, discovered

some of the frauds, got a new safe deposit box on Nov. 7, 1932 (R., p. 314), demanded from Mrs. Matthews the key Mrs. Matthews had previously held as deputy to the former box, *which key Mrs. Matthews readily surrendered*, and Mrs. Sawyer took the securities out of said former box to-wit, in September, 1933 (R., p. 363.)

Later, Mrs. Sawyer retained Mr. W. W. Old, Jr., as her lawyer, who said he would represent her, but not in any criminal matters which might come up against L. P. Matthews, as L. P. Matthews has been a friend of Mr. Old. L. P. Matthews admitted many frauds on Mrs. Sawyer before Mr. Old, and signed papers admitting frauds, filed in the exhibits, and shown by the testimony of Mr. Old (R., p. 363, etc.), and signed a statement to the effect that he would not claim the paper in controversy in this present suit as binding.

While Mr. Old represented Mrs. Sawyer he thought it would be wise to have Mrs. Matthews sign a release of any rights in the paper in controversy in this suit, *which Mrs. Sawyer had in her own possession already marked void*, and on Nov. 1, 1933, Mr. Old prepared a letter which Mrs. Sawyer signed and sent to Mrs. Matthews a letter of that date (R., p. 10), declaring the paper in controversy void, but not mentioning the fraud in the procurement of the paper nor the understanding it was a will. Mrs. Matthews has seized on this letter as the strongest evidence against Mrs. Sawyer. It is a point against Mrs. Sawyer, but it was evidently prepared when she had not thoroughly gone over the situation with Mr. Old, so that he did not fully understand the situation.

The paper in controversy (R., p. 17) on its face is a deed of gift to her daughter, with Mr. A. G. Dunton, a former partner of L. P. Matthews as an attesting witness, and with L. P. Matthews' stenographer as Notary Public signing an acknowledgment.

Of the five persons present, Mrs. Matthews testified she was defrauded and thought the paper a will, L. P. Matthews and wife testified a deed of gift was intended, Mr. Dunton (a witness called for Mrs. Matthews) testified he himself knew it was not a will, there was no attestation clause to it (R., pp. 215, 216) and he does not know why there should have been any attesting witness, but he was requested to sign as witness and signed, but he never read the paper (R., p. 51), and "Of course, I knew nothing concerning the agreement to make it \* \* \*" (R., pp. 51, 52), and that to the best of his belief it was never read to Mrs. Sawyer in his presence (R., p. 53), and he is not certain whether he saw Mrs. Sawyer sign or whether she acknowledged her signature before him (R., p. 54).

L. P. Matthews' stenographer, Mrs. Aldrich, who acted as notary was not called as a witness, he saying she was in Washington and her deposition was not taken, although L. P. Matthews testified the paper was dictated in Mrs. Sawyer's presence, so if that were true, his stenographer would have seemed an important witness on his side. (R., p. 66.)

Thus, in effect, the witnesses in dispute are Mrs. Sawyer on one side, and L. P. Matthews and wife on the other.

But here the surrounding facts and circumstances control in favor of Mrs. Sawyer. She was an elderly woman, *completely under the control of her fraudulent son-in-law, who was her trusted lawyer*, and who both before and after committed frauds upon her. Her daughter, in addition to financial interest, was trying to aid her husband in the pending criminal indictments.

Also, the following facts speak with crushing force in favor of Mrs. Sawyer.

Two witnesses are necessary to a will, not holograph, and Mr. Dunton and the notary were present, thereby impressing Mrs. Sawyer.

To a deed of gift, or any deed, an attesting witness such as Mr. Dunton is very unusual where there is a notary acting and the person making the deed signs his own name, not by mark.

No list or description of the notes, bonds and securities conveyed is contained in the paper or any list attached or referred to, and all further securities put in the safe deposit box were also to pass by the deed. Mrs. Sawyer was left with a key to the box, her daughter having a key only as "deputy", and Mrs. Sawyer could remove any of the securities at will.

Mrs. Sawyer continued to use principal and interest as she liked.

Mrs. Matthews never returned any of the securities for taxation, although living in Norfolk.

Mrs. Matthews surrendered her key to the box without protest when her mother requested it.

Mrs. Matthews wrote her mother she would not go in "your" box without direction so to do.

Mr. Matthews made accounts to Mrs. Sawyer, and made no attempt to prevent her spending principal as well as interest.

Mrs. Matthews herself owed Mrs. Sawyer \$1,200.00 secured on real estate, by a note in the box. Payment not being made Mrs. Matthews and husband conveyed the real estate to Mrs. Sawyer in lieu of foreclosure. This was totally inconsistent with Mrs. Matthews owning the notes. (R., p. 133, etc.)

Mrs. Sawyer, through Mr. Old, her recent attorney, sued as to the Hamilton note. Mr. Matthews gave his deposition under oath that Mrs. Sawyer owned the note—he now claims Mrs. Matthews owned it. (R., pp. 143, 144.)

Mrs. Sawyer has possession of the paper, natural in case of her will; unnatural if a deed of gift to her daughter.

#### THE ERRORS ASSIGNED ARE:

1. That the Circuit Court erred in holding said paper called “the deed of gift dated the 7th day of November, 1928”, in its decree of May 23, 1934, valid, and in not holding it void and setting it aside.

2. The court erred in excluding the evidence of L. H. Simpson to the effect that in 1932 Mrs. Sawyer had shown him the paper in question and called it her will (R., pp. 179, 180, etc.)

THE ARGUMENT, in addition to the statement of facts above, which itself in this case carries strong argument with it, will avoid repetition of facts and evidence as far as possible, and concentrate on the following four reasons why said “deed of gift” is invalid and should be set aside:

1. A. The evidence shows that Mrs. Sawyer was defrauded into signing said deed of gift, thinking it a will.

This has been discussed sufficiently for a petition for appeal already.

B. Even if the paper in question were intended by Mrs. Sawyer as a deed of gift, still it would be voidable and invalid, because arranged through Mrs. Sawyer’s trusted lawyer (she being his client, admittedly) in favor of that lawyer’s own wife, which, on principle, is the same as if the deed of gift were to the lawyer himself.

Every idea of honor and fair dealing as well as the rules of law, cry out against a lawyer drawing a deed of gift from his own client to himself, or to his own wife, and having it executed by the client without independent advice. Add to that fact that this particular lawyer was for years engaged in defrauding this client and others. Add to these facts that this lawyer says (R., p. 75) that the deed of gift transferred \$75,000 or \$80,000 worth of securities, and says that this client had practically no other property (R., pp. 73, 74), and we have a case, *res ipsa loquitur*, foul beyond words.

“She didn’t ask for any outside counsel” this lawyer drawing the paper to his own wife, testified (R., p. 87).

Of course, Mrs. Sawyer didn’t ask for outside counsel, she

thought she already had reliable counsel who had represented her for years, and who it now turns out had lulled her into a supposed security and subjected her to crafty and numerous frauds.

The law is well settled that conveyances from client to attorney cannot stand, and the same reason and spirit applies to a conveyance drawn by the attorney in favor of his own wife from his client.

The law is also that a very clear badge of fraud is such a clause as the paragraph at the end of the paper in question (R., p. 18), which reads:

"I further declare that the transfer is made entirely at my own suggestion, without the request of my daughter or of any other person, and without being influenced so to do in the slightest degree by my said daughter, her husband, or any other living person."

The invalidity of transfers and gifts and contracts procured by attorneys from their clients is definitely shown by the following examples from the authorities, to-wit:

In *Thomas v. Turner's Admr.*, 87 Va. 1, the court says:

"According to that rule all dealings between attorney and client for the benefit of the former, are not only regarded with jealousy and closely scrutinized, but they are presumptively invalid, on the ground of constructive fraud; and that presumption can be overcome only by the clearest and most satisfactory evidence. The rule is founded in public policy, and operates independently of any ingredient of actual fraud, or of the age or capacity of the client, being intended as a protection to the client against the strong influence to which the confidential relation naturally gives rise.

\* \* \* \* \*

"The rule is well expressed by Mr. Justice Story, who says: 'The situation of an attorney or solicitor puts it in his power to avail himself, not only of the necessities of his client, but of his good nature, liberality, and credulity, to obtain undue advantages, bargains, and gratuities. Hence, the law, with a wise providence, not only watches over the transactions of parties in this predicament, but it often interposes to declare transactions void, which between other persons would be held unobjectionable. It does not', he adds, 'so much consider the bearing or hardship of its doctrine upon particular

cases, as it does the importance of preventing a general public mischief, which may be brought about by means, secret and inaccessible, to judicial scrutiny, from the dangerous influences arising from the confidential relation of the parties.' 1 Story Eq., sec. 310.

\* \* \* \* \*

"The learned counsel seemed to have forgotten that it was as much the appellee's duty to put her on her guard against her own generous inclinations as against himself. A disinterested, competent adviser, had such a one been consulted, presumably would have done so, and, in view of his large personal interest in the matter, and her ignorance and inexperience, he ought to have recommended to her to seek such advice; for, as was well said in *Doswell v. Anderson*, 1 P. & H. 185, when the interest and duty of a fiduciary are placed in opposite scales, we need no law books to teach us which will preponderate.

"\* \* \* And by undue influence in this connection is not meant an actual influence consciously and designedly exerted, but the influence which naturally springs from a confidential relation.

" 'The question', said Lord Eldon, in *Huguenin v. Baseley*, 'is not whether she (the party subject to influence) knew what she was doing, had done, or proposed to do, but how the intention was produced; whether all that care and providence was placed around her, as against those who advised her, which from their situation and relation with respect to her, they were bound to exert on her behalf.'

"That there was any independent advice in the present case can hardly be pretended.

\* \* \* \* \*

"The concluding clause of the contract, upon which much reliance was placed in the argument, is, indeed, in these words:

" 'The said Emily R. Thomas willingly makes this agreement, and assignment, and requests the court to ratify the same, it being much less than she was willing to give, and proposed to give, during the litigation.' But this, instead of removing the imputation of undue influence, is rather an additional evidence of it. *Bridgeman v. Green*, Wilm. 58, 71. In *Twyne's Case*, 3 Co. 81a, cited in 2 Min. Inst. 603, one of the enumerated badges of fraud in that case was this: 'that the deed contains that the gift was made honestly truly, and bona

*fide;*’ for, said the court, ‘*clausulae inconsuetutae semper inducunt suspicionem.*’

\* \* \* \* \*

“We have carefully examined the case, and are of opinion that a decision could hardly be rendered more repugnant to public policy, or one the probable consequences of which would be more mischievous than would be a decision upholding this contract under the circumstances disclosed by the record. To uphold it would be to overturn or to ignore principles which are not only deeply rooted in the law, but which ought to be considered, if not sacred, at least immutable. In this connection we cannot do better than to quote the language of the supreme court in *Stockton v. Ford*, 11 How. 232, where it is said: ‘There are few of the business relations of life involving a higher trust and confidence than that of attorney and client, or, generally speaking, one more honorably and faithfully discharged; few more anxiously guarded by the law or governed by sterner principles of morality and justice; and it is the duty of the courts to administer them in a corresponding spirit, and to be watchful and industrious to see that confidence thus reposed shall not be used to the detriment of the party bestowing it.’”

And in *Bruce’s Ex’x v. Bibbs’ Ex’x*, 129 Va. 45, the court expressly approved *Thomas v. Turner*, by name, on page 50.

And in 6 Corpus Juris, 691-2, it is said:

“The rule of law with regard to gifts by clients to their solicitors is much stricter than the rule with regard to other dealings between them. Indeed some of the authorities hold that such gifts are absolutely void, and may be set aside on application of the client, and that the attorney, even though good faith is proven, can only retain the property given as a security for his reasonable fees. But the better rule seems to be that while a gift from a client to an attorney, during the relation, is not void *ipso facto*, it is viewed by the courts with the greatest suspicion, and, to sustain it, the burden is upon the attorney to show not only that it was voluntary, but also that it was made with full knowledge of all material facts known to him, and without undue influence.”

C. Furthermore, if Mrs. Matthews ever had title to the indefinite securities in the safe deposit box, she relinquished them and gave them back to her mother in 1932. At that time, at her mother’s request, she gave up the key she had held as

“deputy” to her mother. Mrs. Matthews never asked for the return of the key.

D. The paper in question, even if intended as a deed of gift, and even if delivered (which Mrs. Sawyer denies), was void for uncertainty, nothing being in the box at the moment Mrs. Matthews claims the paper was delivered; what went into the box being indefinite, and a promise without consideration for a future gift also being void. (R., p. 152.)

2. The Circuit Court erred in excluding the evidence of Mr. Simpson (manager of the hotel in which Mrs. Sawyer lives) (R., pp. 179, 180), to the effect that in November, 1932, Mrs. Sawyer showed him the paper in question, and she told him it was her will, and marked it void by his advice. The trial court thought the evidence that she called it a will was self-serving and inadmissible, although her counsel stated it was stated it was to show that her claim that it was a will was not recently created by her.

We submit that this evidence was peculiarly admissible and strong, in the light that Mrs. Matthews was relying on the letter prepared by Mr. Old November 1, 1933, signed by Mrs. Sawyer, which did not refer to the paper as a will, and allowed Mrs. Matthews to claim that the will idea had first been invented by Mrs. Sawyer *after* November 1, 1933.

Petitioner submits that the Circuit Court's decision is contrary to the law and the evidence, plainly wrong, and should be reversed.

Sarah Elizabeth Sawyer adopts this petition as her opening brief, copies hereof were delivered or mailed to various parties or counsel, pursuant to rule of court on November 16th, 1934, and oral argument on behalf of granting this petition is asked.

Petitioner prays that an appeal may be granted, said errors reviewed and corrected, the decree complained of reversed, final decree entered in favor of petitioner cancelling and holding invalid the paper in question, and such other and further relief granted as may be adapted to the nature of the case.

SARAH ELIZABETH SAWYER,  
By JAS. G. MARTIN, Counsel.

November 16th, 1934.

I, Jas. G. Martin, counsel practicing in the Supreme Court of Appeals of Virginia, certify that in my opinion sufficient matter of error appears in the record and decree accompany-



ing the above petition to make it proper for the same to be reviewed by this court.

JAS. G. MARTIN.

Received Nov. 17, 1934.

M. B. WATTS, Clerk.

Dec. 4, 1934. Appeal allowed. Bond \$500.00.

LOUIS S. EPES.

Received December 4, 1934.

M. B. WATTS, Clerk.

## RECORD

### VIRGINIA:

Pleas before the Circuit Court of the City of Norfolk, at the Courthouse thereof, on the 14th day of July, in the year 1934.

BE IT REMEMBERED, that heretofore, to-wit: In the Clerk's Office of the Circuit Court of the City of Norfolk, on the 10th day of March, 1934, came the Complainant, Blanche L. Matthews, and filed her memorandum in chancery against the defendants, Sarah Elizabeth Sawyer, et. als., returnable to the second March Rules, 1934, and also lodged herein her Bill of Complaint in the following words and figures:

Virginia: In the Circuit Court of the City of Norfolk.

Blanche L. Matthews, Complainant,

*v.*

Sarah Elizabeth Sawyer, *Principle* Defendant and National Bank of Commerce of Norfolk, Virginia, W. W. Old, Jr., Attorney for Sarah Elizabeth Sawyer, and Edward C. Sawyer, Co-Defendants, Defendants.

To the Honorable Allan R. Hanckel, Judge of above named Court:

Your petitioner, Blanche L. Matthews, respectfully represents:

1. That by a certain writing dated November 7th, 1928, the *principle* defendant, Sarah Elizabeth Sawyer, conveyed and delivered to your complainant all of the stocks, bonds, notes and other tangible and intangible personal property which the said Sarah Elizabeth Sawyer owned and possessed as of that date, and which she stated to your complainant were valued at approximately \$100,000.00 this conveyance being made by a Deed of Gift from the said Sarah Elizabeth Sawyer, and duly executed by her.

2. That at the time of the execution of the said Deed of Gift, the properties designated therein were physically delivered to your complainant by the said *principle* defendant and placed in a certain lock box in the safe deposit vault of the National Bank of Commerce of Norfolk, Virginia. That simultaneously with the execution and delivery to your complainant of the said Deed of Gift, certain letters were exchanged by your complainant and Sarah Elizabeth Sawyer and E. C. Sawyer, dated November 7th, 1928, and November 8th, 1928, respectively, together with an acknowledgment from E. C. Sawyer to your complainant, dated November 8th, 1928, copies of which letters are filed herewith, marked Exhibits P-1, P-2, and P-3.

3. That the said Deed of Gift executed as aforesaid by Sarah Elizabeth Sawyer, was deposited in the same safe deposit box with the securities and that neither the original or a copy thereof is now in the possession of your complainant and therefore cannot be filed herewith as an Exhibit.

4. That sometime subsequent to November 7th, 1928, all of the securities and intangible and tangible personal property, which had been deposited in the safe deposit box, were removed by someone other than your complainant and your complainant alleges that the removal of this property, which by the Deed of Gift belonged to her, was illegally and fraudulently accomplished by Sarah Elizabeth Sawyer, who was the only other individual besides your complainant who had a key to the safe deposit box, or was permitted by the Bank to enter same.

5. That your complainant is advised, and therefore believes and alleges that the rental agreement with the Bank for the safe deposit box has been cancelled by the said Sarah Elizabeth Sawyer without the knowledge and consent of your complainant and that the securities have probably been placed in another safe deposit box in the vaults of the National Bank of Commerce of Norfolk, Virginia, under the name and control of the said Sarah Elizabeth Sawyer, or that the securities are now in the personal possession, custody and control of the said Sarah Elizabeth Sawyer's Attorney, W. W. Old, Jr.,

or Edward C. Sawyer, her husband, all of which said parties are residents of the City of Norfolk, and State of Virginia.

6. That the said Sarah E. Sawyer on November 1st, 1933, mailed a registered letter to your complainant, a copy of which is filed herewith, marked Exhibit P-4, in which said letter the said Sarah Elizabeth Sawyer attempted to give cancellation notice of the said Deed of Gift.

7. That subsequent to said letter (Exhibit P-4), the said Sarah Elizabeth Sawyer, through W. W. Old, Jr., her attorney, made effort to obtain your complainant's signature to another paper dated December 7th, 1933, which said paper is filed herewith marked Exhibit P-5, which said writing purported to cancel the said Deed of Gift and to obligate your complainant to assert no claims under same. This page 4 } paper your complainant refused to sign.

8. That subsequent to December 7th, 1933, the said Sarah Elizabeth Sawyer made threats against both your complainant and your complainant's husband, L. P. Matthews, in an effort to obtain the signature of your complainant to Exhibit P-5, such threats including threats of appearing before the Grand Jury and attempting to obtain an indictment against the husband of your complainant for alleged misuse of funds, which said funds were a part of the intangible property that was aforesaid conveyed to your complainant by a Deed of Gift, and which the said Sarah Elizabeth Sawyer was attempting to regain legal possession and title thereof by the signature of your complainant to Exhibit P-5, demanded by Sarah Elizabeth Sawyer and refused by your complainant.

9. That your complainant is and has always been entirely willing to comply with any and all agreements made by her as indicated in Exhibits P-1, and P 2 and is ready at all times to meet any and all obligations assumed by her so far as it is within her power so to do, but your complainant has at no time agreed or consented either directly or indirectly to return to Sarah Elizabeth Sawyer the securities or property conveyed and delivered to her by Deed of Gift, and has never given any permission or authority to the said Sarah Elizabeth Sawyer to extract or remove said securities from the lock box heretofore mentioned or to exercise any control over said securities and to remove same from the possession and conytrol of the owner of said securities, your complainant.

10. That the said Sarah Elizabeth Sawyer appeared before the Grand Jury of the Corporation Court of the City page 5 } of Norfolk, Virginia, at the March Term, 1934, and as a result of certain statements and allegations

made by her and others, the Grand Jury returned indictments against L. P. Matthews, the husband of your complainant for forgery and for embezzlement; that your complainant is advised and therefore believes and alleges that the said Sarah Elizabeth Sawyer knows that the matters hereinbefore set forth will be examined into thoroughly at the trial of the said L. P. Matthews, and that having such knowledge, the said Sarah Elizabeth Sawyer will in all probability make an effort to dispose of said securities or to place the same without the jurisdiction of this Court, before the subject matter herein can be properly presented for decision as to the permanent custody and control of the said securities and property.

Wherefore your complainant prays, that the said Sarah Elizabeth Sawyer be made a *principle* defendant and that the National Bank of Commerce of Norfolk, Virginia, W. W. Old, Jr., Attorney for Sarah Elizabeth Sawyer and Edward C. Sawyer, her husband, be made co-defendants in this suit; that proper process may issue; that the said defendants be required, but not under oath, to answer this Bill of Complaint, answer under oath being hereby expressly waived; that all proper references be made and accounts taken; that the rights of your complainant in and to the said securities and tangible and intangible personal property be determined and fixed; that an order be entered requiring the return and redelivery to your complainant of all of the securities and property which was set forth in the Deed of Gift, dated November 7th, 1928,

and that the said Sarah Elizabeth Sawyer be re-  
page 6 } quired to give an accounting for any and all monies  
by *here* during the period that she illegally held possession of said securities and property; your complainant further prays that an Injunction be awarded to her against all of the defendants named herein enjoining them from making any sale, delivery or other disposition of any of the said securities or property which might now be in their possession, or under their control and for all such other further and general relief in the premises as the nature of her case may require, or to equity shall seem meet. And your complainant will ever pray, etc.

BLANCHE L. MATTHEWS, Complainant.

W. H. SANDS, &  
IVOR A. PAGE, JR., p. q.

State of Virginia,  
City of Norfolk, to-wit:

This day personally appeared before the undersigned, W. R. Hanckel, Dep. Cl. Cir. Court of City of Norfolk, Blanch L. Matthews, who after being duly sworn, made oath that the facts and allegations contained in the foregoing writing are true so far as they are based upon her own knowledge, and so far as they are based upon the knowledge or information of others she believes them to be true.

Given under my hand this 10th day of March, 1934.

W. R. HANCKEL,  
Deputy Clerk Circuit Court of the City of Norfolk.

page 7 } The following are the Exhibits P-1, P-2, P-3, P-4,  
and P-5 referred to in the foregoing Bill of Com-  
plaint:

P-1

November 7th, 1928.

COPY

Mrs. Sarah Elizabeth Sawyer  
Norfolk, Virginia

Dear Mother:

In consideration of your transferring to me, as of this day, all your personal property located in our safety deposit vault in the Norfolk National Bank of Commerce and Trusts, leased in your name and mine, that you are to have the income from the said personal property so long as you live, and that if you depart from this life prior to the death of Papa, that I will pay to Papa the sum of \$300.00 per month, payable on or before the 5th day of each and every month as long as he lives.

To the fulfillment of this promise, I hereby bind myself, my heirs, executors, administrators and assigns.

Witness my hand and seal this the 7th day of November, 1928.

..... (Seal)

I have this day compared this with the duplicate original and it is a true copy.

(signed) L. A. MYERS

12/6/33

P-2

page 8 }

November 8th, 1928.

COPY

Mr. E. C. Sawyer,  
Norfolk, Va.

Dear Papa:

This is to advise you that Mother has, this day, transferred her personal property to me, with the understanding that if she dies before you, that I will pay to you the sum of \$300.00 per month as long as you live. I have promised Mother to do so, and this is to confirm the promise to you, that if you outlive Mother, I will pay to you, not later than the 5th day of each and every month, as long as you live, the sum of \$300.00.

To the fulfilment of this promise, I hereby bind myself, my heirs, executors, administrators and assigns.

Witness my hand and seal this the 7th day of November, 1928.

..... (Seal)

I have this day compared this with the duplicate original and it is a true copy.

(signed) L. A. MYERS

12/8/33

P-3

November 8th, 1928.

COPY

Mrs. Blanche L. Matthews  
Norfolk, Va.

page 9 } Dear Daughter:

This is to acknowledge the receipt of your favor of the 7th of November, 1928, in which you state that your Mother has made a provision for the payment to me of \$300.00 per month, as long as I live, provided I outlive your mother.

In connection with this arrangement, I wish to say that the securities and personal property which your mother

turned over to you as of November 7th, 1928, your mother has been the owner of the principal amount of this personal property for many years past, and the present amount of the personal property formerly owned by your mother, and now turned over to you, is the result of an increase in the personal property and securities by reason of her expenditures having been less than the income from the investments, as you know I have not been actively engaged in any lucrative employment for some fourteen or fifteen years.

Several years ago, at my request, certain stock was purchased in the Guaranty Title and Trust Corporation in order that I might become a Director in said corporation, and by reason of the requirements of the Corporation a Director must be a stockholder. This stock was made in my name. But in March of this year I notified the Title Company that I wished the stock to be transferred to your mother, and the stock certificates have this day been turned over to the Title Company to be cancelled, and new certificates issued in the name of your mother.

Lovingly,

I have this day compared this with the duplicate original and it is a true copy.

(Signed) L. A. MYERS.

page 10 }    Witness:  
                    12/6/33

P-4

Norfolk, Va. November 1st, 1933.

Mrs. Blanche L. Matthews,  
1055 Cambridge Crescent,  
Norfolk, Virginia.

Dear Blanche:—

On November 7th, 1928, I executed a paper giving to you all my stocks, bonds, notes &c., subject to certain allowances to me during my life; and, after my death, to your father.

At the time of the execution of this paper I had no knowledge that, even since 1922 or 1923, your husband collected cer-

tain monies belonging to me, without paying same to me, such monies having not been paid to me to date; delivered to me worthless notes &c.

For this reason, also because I have not received the income on the monies invested by me through your husband, or on the monies he had invested for me and afterwards received by him in cash, I am giving you notice that I have cancelled the said paper; and same is void and of no effect.

Sincerely,

(Signed) SARAH E. SAWYER.

P-5

December 7th, 1933.

WHEREAS By Bill of Sale dated November 7th, 1928, Sarah Elizabeth Sawyer did sell, assign &c., to me  
page 11 } certain stocks, bonds, notes, personal property  
&c.; upon certain conditions therein contained;

AND WHEREAS by letter dated November 1st, 1933, said Sarah Elizabeth Sawyer did give me notice that said paper had been cancelled by her;

NOW, THEREFORE, I do hereby agree that I will assert no claims under said bill of sale; and release to said Sarah Elizabeth Sawyer all rights that I may have in said bill of sale, if any.

Given under my hand and seal this 7th day of December, 1933.

.....(SEAL)

And on the same day to-wit: In the Circuit Court aforesaid, on the 10th day of March, 1934:

This cause came on this day to be heard upon the complainant's bill and the exhibits filed therewith, and the prayer of the complainant for an order of Injunction against all of the defendants, and was argued by counsel.

Whereupon it appearing to the Court from the Bill of Complaint that certain securities and property were conveyed and delivered to the complainant on November 7th, 1928, and that subsequent to that said securities were reob-



tained by Sarah Elizabeth Sawyer; that the lock box used for the possession of same was in the National Bank of Commerce of Norfolk, Virginia; that W. W. Old, Jr., acted as Attorney for Sarah Elizabeth Sawyer and that  
page 12 } Edward C. Sawyer, her husband, is vitally interested in said securities and the control of same; it is adjudged, ordered and decreed that the said Sarah Elizabeth Sawyer, principal defendant and National Bank of Commerce of Norfolk, Virginia, W. W. Old, Jr., Attorney for Sarah Elizabeth Sawyer, and Edward C. Sawyer, co-defendants, be and they are hereby enjoined from disposing of any or all of said securities or property which may be under their control or in their possession for a period of ten (10) days, unless this Injunction is sooner enlarged or dissolved.

It further appearing to the Court that small damage can be done to the said defendants in the granting of this Injunction, it is ordered that a bond of \$200, be required.

And on another day, to-wit: In the Circuit Court aforesaid, on the 16th day of March, 1934:

This day came the plaintiff, Blanche L. Matthews, by counsel, and the defendant, Sarah Elizabeth Sawyer, by counsel, and on motion of the plaintiff, the court doth order that the temporary injunction heretofore granted in this cause shall be temporarily continued in force until the further order of the court, upon the plaintiff entering into an injunction bond with proper surety, before the Clerk of this Court, in the penalty of One Thousand Dollars (\$1,000.00), except that the court further orders that without prejudice to the rights of either party the safe deposit box in the National Bank of Commerce may be opened in the presence of one or more  
page 13 } counsel for said Blanche L. Matthews, and said Sarah E. Sawyer; and a list made of the papers therein by the respective counsel, and that a small amount of money supposed to be therein, to-wit, two or three hundred dollars, income may be received by said Sarah Elizabeth Sawyer.

And on onther day, to-wit: In the Clerk's Office of the Circuit Court, at the Rules held for said Court, on the third Monday in March, 1934, the Bill of Complaint was filed (heretofore copied herein). And the defendants having been duly summoned and failing to appear, plead, answer or demur, a decree *nisi* was entered.

And at another day, to-wit: In the Clerk's Office of the Circuit Court, at the Rules held for said Court, on the first Monday in April, 1934, the Defendants still failing to appear, the Bill was taken for confessed and the cause set for hearing.

And at another day, to-wit: In the Circuit Court afore-said, on the 3rd day of May, 1934:

By leave of the court the defendants Sarah Elizabeth Sawyer, filed her answer in this cause, and Edward C. Sawyer and William W. Old, Jr., each filed his answer in this cause.

The following are the answers in the order named, filed by leave of the foregoing order:

#### ANSWER OF SARAH ELIZABETH SAWYER.

For answer to the bill exhibited in the above-entitled cause, Sarah Elizabeth Sawyer says:

page 14.} 1. It is true that on or about the 7th day of November, 1928, Sarah Elizabeth Sawyer, this defendant, signed a paper on the face of which she purported to give to her daughter, Blanche L. Matthews, various notes, stocks and bonds in a safe deposit box, but this paper was never delivered and never became binding in any respect and was without consideration and signed by reason of fraud and misrepresentations exercised upon this defendant. This paper was marked void by this defendant long ago and had never been out of her possession until recently it was delivered by her to the Commonwealth's Attorney's office in the City of Norfolk, and a copy is herewith filed marked "Exhibit A."

L. P. Matthews, the husband of plaintiff, Blanche L. Matthews, is the son-in-law of this defendant, said Blanche L. Matthews being her daughter, and he has systematically over a number of years, defrauded defendant acting as her attorney and son-in-law, defendant having completely confided in him until she discovered his frauds. The said paper of Nov. 7, 1928, was represented to this defendant by said L. P. Matthews to be in effect a will which he told her she could alter or revoke at her pleasure as an ordinary will, and she signed it under the belief and never delivered it at all. A long time thereafter she discovered that she had been defrauded in many matters by said L. P. Matthews, and marked said paper of Nov. 7, 1928, void, she having never deposited it in the safe deposit box nor in anywise parted with it nor delivered it.

2. It is not true that at the execution of said paper dated November 7, 1928, this defendant delivered any-  
page 15 } thing to said plaintiff, but this defendant believes that letters were exchanged as averred in Section No. 2 of the bill, but they were part and parcel of a fraud being attempted against this defendant, who entirely trusted said L. P. Matthews as her attorney and son-in-law and who would sign substantially anything he advised her she ought to sign.

3. That said paper dated Nov. 7, 1928, was never deposited in a safe deposit box and never delivered and never has been in the possession of the plaintiff.

4. That after this defendant discovered that said L. P. Matthews had defrauded her in many matters, she did rent a new safe deposit box in the National Bank of Commerce of Norfolk, Virginia, and remove into that box various papers and securities, taking them out of the old safe deposit box in which she had kept them, and to which old safe deposit box she had allowed her daughter to have a key and to have her name as a renter of the old box with this defendant, this defendant's idea being that her daughter should have access to the box in case of the death of this defendant, and said daughter returned to this defendant the key to said old box and never made any claim to any rights relative to the contents of the boxes until this suit was brought.

5. It is true that this defendant has cancelled the rental from said bank of the old safe deposit box and has taken a new safe deposit box with said Bank, in which she has put various of her papers and securities, and some of her papers and securities are in the hands of Mr. W. W. Old, Jr., who for a number of months has been her counsel.

6. True it is that on Nov. 1, 1933, this defendant sent a registered letter to plaintiff, a copy of which is filed  
page 16 } with the bill marked "P-4", in which she gave plaintiff notice that this defendant had cancelled said paper dated Nov. 7, 1928, sending this letter under the direction of Mr. W. W. Old, Jr., her counsel, who thought that such a letter should be written, as this defendant had marked said paper void, to-wit, in 1932, after she had discovered various frauds of said L. P. Matthews.

7. True it is that subsequent to the letter next aforesaid, said Mr. W. W. Old, Jr., counsel for this defendant, made efforts to have plaintiff sign a paper, to-wit, the paper called Exhibit "P-5" with the bill, which plaintiff refused to sign, although she admitted that she had no rights against this defendant.

8. It is not true that this defendant made threats in at-

tempting to have the plaintiff sign the paper next aforesaid.

9. It is not true that plaintiff ever had possession or title to any of the securities or property claimed by her in this cause, nor that this defendant ever lost possession thereof nor title thereto, and in fact plaintiff delivered to this defendant the key which plaintiff had to the old deposit box, and she had never claimed a right to enter that old deposit box.

10. True it is that this defendant has been before the grand jury of the City of Norfolk relative to charges made against said L. P. Matthews by the Commonwealth, the said L. P. Matthews having been indicted upon various charges, some involving matters of this defendant, and some other matters but she did not start criminal proceedings. And said L. P.

Matthews has had his license to practice law in page 17 } the State of Virginia revoked. It is not true that this defendant has any idea of disposing of or hiding any of the securities involved in this cause with any purpose of getting them out of the jurisdiction of the court or for any other purpose which might prevent a proper decision of this cause.

11. This defendant believes and avers that said L. P. Matthews, being under various indictments, is using this present suit as an attempt to aid his defence under some of the indictments, and that his wife, the plaintiff in this cause, is co-operating with him, his said wife knowing full well that she has no rights against this defendant.

12. Since the signing of said paper dated Nov. 7, 1928, as well as before, this defendant has treated and handled the securities and property as her own, and neither plaintiff nor said L. P. Matthews has claimed it, until after he was indicted but on the contrary they have recognized that this defendant was the owner.

And having answered, this defendant prays that she may be dismissed with her reasonable costs.

SARAH ELIZABETH SAWYER.

JAS. G. MARTIN,

Counsel for Sarah Elizabeth Sawyer.

The following is Exhibit "A", filed with the foregoing answer:

KNOW ALL MEN BY THESE PRESENTS, that I, Sarah Elizabeth Sawyer, in consideration of \$1.00 cash in hand paid, and in consideration of my natural love and affection for

my daughter, and of her promise to allow me the income thereon for and during my natural lifetime, and of  
page 18 } her promise in event of my death before the death of my husband, Edward C. Sawyer, to pay to my said husband for and during his natural life, the sum of Three Hundred (\$300.00) Dollars per month, payable on or before the 6th day of each month, do hereby grant, give, sell, assign, set over and deliver to my daughter, Blanche L. Matthews, all my stocks, bonds, notes and all other personal property deposited by me in the safety deposit vault in the Norfolk National Bank of Commerce & Trusts of Norfolk, Virginia, rented in the name of myself and of my daughter, Blanche L. Matthews. This instrument shall serve immediately to transfer the ownership of any future personal property I may acquire from time to time and deposit in said safety deposit vault so leased in the name of myself and of my daughter, as fully and completely as if said property were now in said vault. It is my full intent and purpose testified to by signing this bill of sale, to presently pass title to such personal property as may be located in said vault, and to pass title to any future personal property I may place in said vault immediately upon its being so placed therein.

I further declare that this transfer is made entirely at my own suggestion, without the request of my daughter or of any other person, and without being influenced so to do in the slightest degree by my said daughter, her husband, or any other living person.

Witness my hand and seal this the 7th day of November, 1928.

SARAH ELIZABETH SAWYER (Seal)

Witness Sig:

A. G. DUNTON

page 19 } ANSWER OF EDWARD C. SAWYER.

For answer to the bill exhibited in the above-entitled cause, Edward C. Sawyer says: That he adopts the allegations of the answer of Sarah Elizabeth Sawyer, and further states that he has not possession of any of the securities in controversy in this case.

And having fully answered he prays to be dismissed with his costs.

E. C. SAWYER.

JAS. G. MARTIN,

Counsel for Edward C. Sawyer.

ANSWER OF WILLIAM W. OLD, JR., ATTORNEY.

The answer of Wm. W. Old, Jr., Attorney, to the bill of complaint filed against him and others by Blanche L. Matthews in the Circuit Court of the City of Norfolk, Virginia:

For answer to said bill, or to so much thereof as it is necessary that he should answer, this defendant answers and says:

That in October, 1933, the said Sarah Elizabeth Sawyer delivered to this defendant for the purpose of collecting *same* certain notes and papers, a full list of which is hereto attached; that said notes and papers are still in his possession.

And now having fully answered this defendant prays to be hence dismissed with his reasonable costs in this behalf expended.

W. W. OLD, JR.,  
Attorney at Law.

page 20 }

LIST.

Papers delivered to Wm. W. Old, Jr., Attorney, by Mrs. Sarah E. Sawyer, and now in his possession.

1. Note of John A. Wickstrom for \$5,000.00, dated December 2nd, 1922, payable six months after date; also insurance policy.

2. Note of Rose Brandenberger for \$1,000.00, dated March 14th, 1924, payable one year after date, with certain credits endorsed on back, also Clerk's receipt.

3. Note of Robert J. Walker for \$1,500.00, dated September 21, 1923, payable one year after date. In same folder cancelled note of E. S. Lord for 2,300.00, dated Jan. 3rd, 1923.

4. Note of B. F. Owens for \$1,000.00, dated August 4th, 1924, payable on May 9th, 1927. Certain credits on back.

5. Two notes of Lucy E. Gimbert for \$1,000.00 each, dated March 2nd, 1925, payable respectively one and two years after date; certain credits endorsed thereon; deed of trust to L. P. Matthews, Trustee, securing said notes; expired insurance policy.

6. Two notes for \$1,000.00 each, of M. K. Fearing and W. B. Fearing, dated February 11th, 1925, payable respectively five and six years after date; Fearing statement from L. P. Matthews. Deed of Trust securing said notes forwarded to W. A. Worth, Attorney, Elizabeth City, N. C. in February.

7. Two notes of D. W. Hamilton and Lena A. Hamilton, and Lena A. Hamilton, dated February 10th, 1932; one for \$200.00, payable six months after date; other for \$1,800.00, payable one year after date, with interest coupons attached;

deed of trust securing said notes; resignation of L. P. Matthews, Trustee; note of D. W. Hamilton for \$10,-  
 page 21 } 000.00, dated July 15, 1931, never negotiated. Suit  
 on notes pending.

8. Certain notes signed by L. P. Matthews, with George C. Carr notes as collateral; Clerk's receipt for deed of trust; certain statements; and letter endorsed "property of Sarah E. Sawyer". A suit is pending against National Bank of Commerce of Norfolk for conversion of the notes, amounting to \$1,500.00.

9. Note of Jesse G. Moore for \$100.00; blank note for \$1,400.00. Clerk's receipt; expired insurance policy.

And at another day, to-wit: In the Circuit Court aforesaid, on the 23rd day of May, 1934:

This cause came on this day to be heard upon the bill, answers of Sarah Elizabeth Sawyer, Edward C. Sawyer, Wm. W. Old, Jr., and general replications thereto, and the evidence taken orally before the court (on May 11, 12, and 21st), and exhibits filed in the cause, and was argued by counsel. On consideration whereof the court doth adjudge, order and decree: That the deed of gift dated the 7th day of November, 1928, a copy of which is filed with the answer of Sarah Elizabeth Sawyer, and the original of which was filed in evidence in this cause, from said Sarah Elizabeth Sawyer to said Blanche L. Matthews, is valid, and that the property mentioned in said deed of gift belongs to said Blanche L. Matthews, but subject to a lien and trust thereon in favor of said Sarah Elizabeth Sawyer, for the payment to said Sarah Elizabeth Sawyer of the income on all of said property during  
 page 22 } the life of said Sarah Elizabeth Sawyer, and sub-  
 ject to a lien and trust in favor of Edward C. Sawyer, in the event he should outlive said Sarah Elizabeth Sawyer, for the payment to him of \$300.00 each month as long as he shall live.

That the injunction heretofore granted in this cause shall remain in force until the further order of the court, but said Sarah Elizabeth Sawyer is authorized to open, in the presence of counsel for Blanche L. Matthews, to-wit, Ivor A. Page, Jr., or William H. Sands, and in the presence of her counsel, Jas. G. Martin, the safe deposit box at present rented in her name in the National Bank of Commerce of Norfolk, Virginia, and take out for her own use any interest coupons or interest notes past due therein.

And that this cause be, and it hereby is, referred to Thos. H. Willcox, Jr., one of the Commissioners in Chancery of

this Court, to inquire and report to the Court what stocks, bonds, notes and other personal property were deposited on the 7th day of November, 1928, in a certain safe deposit box in said bank, which was rented on the 7th day of November, 1928, in the name of said Sarah Elizabeth Sawyer with said Blanche L. Matthews as deputy; and also what stock, bonds, notes and other personal property were thereafter deposited in the same safe deposit box by said Elizabeth Sawyer before she gave up the rental of this box in 1932 and whether they represented principal or income and also what income which said Sarah Elizabeth Sawyer was entitled to receive on the property at any time in this same box has not been paid to her.

This decree decides the principles of the cause, page 23 } and said Sarah Elizabeth Sawyer expressing a desire to appeal from the decree, she is granted leave to file her certificates of exceptions as to the evidence taken orally in this cause within sixty days from this date, and she having also duly objected and excepted to the refusal of the court to allow in evidence certain evidence offered by her from the witness Simpson and the witness Edward C. Sawyer, upon which objection and exceptions she still relies, in addition to her exceptions to this decree, she is granted leave to file certificates of exceptions as to the rulings of the court in excluding said evidence within said sixty days.

And on the same day, to-wit: In the Circuit Court aforesaid, on the 23rd day of May, 1934:

This cause came on this day to be heard upon the paper formerly read and upon the intervening petition of Ivor A. Page, Jr., and William H. Sands, attorneys of record for the complainant in the above entitled suit, and was argued by counsel.

On consideration whereof, it appearing to the Court that the said complainant has entered into a written contract with Ivor A. Page, Jr., and William H. Sands, providing for the payment to them of 33 1/3% of any amount recovered for the complainant in said suit, it is adjudged, ordered and decreed that the said Ivor A. Page, Jr., and William H. Sands, be, and they are hereby awarded a lien amounting to 33 1/3% on all monies and intangible property heretofore decreed to the complainant in this suit.

page 24 } The following is the intervening petition filed by leave of the foregoing order:



To the Honorable Alan R. Hanckel, Judge of above named Court:

Your petitioners, Ivor A. Page, Jr., and William H. Sands, respectfully represent:

1. That they are practicing attorneys in the City of Norfolk, Virginia, and that they are attorneys of record for the complainant in the above entitled suit.

2. That through their services they have brought into this Court of Equity a fund, which in time will accrue to the benefit of their client, the complainant, and that they look alone to this fund for their compensation.

3. That they claim a lien under Section 3429 of the Code of Virginia, having entered into a contract with the complainant, Blanche L. Matthews, for the payment to them of 33 1/3% of any and all monies and intangible property recovered for her by virtue of said suit, a copy of which said contract is hereto annexed.

Wherefore they pray that they be permitted to file this intervening petition in the above entitled suit and that an order be entered confirming and protecting the said attorney's lien.

IVOR A. PAGE, JR.,  
WILLIAM H. SANDS.

The following is the Contract above referred to:

page 25 }

Norfolk, Virginia  
May 23rd, 1934.

Messrs. William H. Sands, and  
Ivor A. Page, Jr.,  
Attorneys at Law.  
Norfolk, Virginia.

Gentlemen:

In consideration for your services *in re* Matthews v. Sawyer, et als, (chancery), I hereby agree to pay you from any amount recovered, a fee of 33 1/3% of the amount which is recovered. By the word "recovered" I mean any monies, stocks, bonds or notes to which title may be vested in me by virtue of the Deed of Gift or any Decree or Order of Court affecting same.

Yours very truly,

BLANCH L. MATTHEWS.

And at another day, to-wit: In the Circuit Court of the City of Norfolk, on the 29th day of May, 1934:

This day appeared Frank P. Whitehurst and Grayson M. Whitehurst, executors of William Lee Whitehurst, deceased, and asked leave to file their petition in this suit, and such leave being granted, their petition was accordingly filed.

And on the motion of said petitioners, it is ordered that the said Blanche L. Matthews, Sarah Elizabeth Sawyer, National Bank of Commerce of Norfolk, Wm. W. Old Jr., attorney for Sarah Elizabeth Sawyer, and Edward C. Sawyer be summoned to appear at the Clerk's Office of this Court at the next rule day to be held in said office to answer said petition.

page 26 } The following is the Petition of Frank P. Whitehurst and Grayson M. Whitehurst, Executors &c., filed by leave of the foregoing order:

To the Honorable Allan R. Hanckel, Judge of the above named Court.

Your petitioners, Frank P. Whitehurst and Grayson M. Whitehurst, Executors of William Lee Whitehurst, deceased, on March 30th, 1934, obtained in this Court a judgment against Rochambeau, Incorporated, L. P. Matthews and the plaintiff in the above entitled suit Blanche L. Matthews, for the sum of \$7,885.53, with interest thereon from May 15th, 1932, plus \$394.28 attorney's fee, and \$15.00 costs, upon a claim waiving the benefit of the homestead exemption. On said judgment a writ of *feri facias* was issued on April 9th, 1934, returnable to this Court on the first Monday in June, 1934, and was delivered to the Sergeant of the City of Norfolk, Virginia, on April 9th, 1934, to be executed, and is now in his hands; and not satisfied.

That as provided by the law of the State of Virginia in such case made and provided, the said writ of *feri facias* is a lien from the time it was so delivered to the said officer to be executed on all the personal estate of or to which the said judgment debtors were then, or might afterwards, and before the return day of the said writ, become possessed or entitled, and which from its nature is not capable of being levied on under Section 6485 of the Code of Virginia, and specifically is a lien on the personal property of the said Blanche L. Matthews now in the possession of or under the

page 27 } control of the said Sarah Elizabeth Sawyer, National Bank of Commerce of Norfolk, Wm. W. Old, Jr., Attorney for Sarah Elizabeth Sawyer, and Edward C.

Sawyer, the principal defendant and co-defendants in the above entitled suit.

That your petitioners have notified the said Sarah Elizabeth Sawyer, National Bank of Commerce of Norfolk, and Wm. W. Old, Jr., Attorney for Sarah Elizabeth Sawyer, of the issue of the said writ of *feri facias* and the delivery of the same to the Sergeant of the City of Norfolk, Virginia, for execution. A copy of the said notice, with the return thereon of the service thereof on the said parties by the Sergeant of the City of Norfolk, is herewith filed as a part of this petition.

That on a suggestion by your petitioners, judgment creditors as aforesaid, that by reason of the lien of their said writ of *feri facias* there is a liability on the said Sarah Elizabeth Sawyer, a summons was sued out of the Clerk's Office of this Court on the 16th day of May, 1934, and was issued and delivered to the Sergeant of the City of Norfolk, Virginia, on said day, against the said Sarah Elizabeth Sawyer, requiring her to appear in this Court on the 11th day of June, 1934, and show what debts she owes to the said Blanche L. Matthews or what property of the said Blanche L. Matthews she has in her hands. That the said summons has been served on the said Sarah Elizabeth *Matthews* and a copy thereof served on the said judgment debtor Blanche L. Matthews.

That by a decree entitled in the above entitled cause on May 23rd, 1934, it was adjudged, ordered and decreed that the deed of gift the subject matter of this cause was valid, page 28 } and that the property mentioned in said deed of gift belongs to said Blanche L. Matthews, subject to the lien therein set out in favor of said Sarah Elizabeth Sawyer and of Edward C. Sawyer; and that by reason thereof all the said property is subject to the lien of the *feri facias* issued as aforesaid on the said judgment of your petitioners against the said Blanche L. Matthews and others, the said property being in the possession of or under the control of the said Sarah Elizabeth Sawyer, subject to the action and control of this court in this cause.

That therefore it would seem proper, in order to avoid a multiplicity of proceedings about the same subject matter, that the said proceedings by summons and suggestion be made a part of this petition, and heard and determined by this Court in the above entitled suit.

Your petitioners therefore pray that this their petition be filed in the above entitled suit; that the record and proceedings had in said suit may read as a part of this petition, that the said Blanche L. Matthews, Sarah Elizabeth Sawyer, National Bank of Commerce of Norfolk, Wm. W. Old, Jr., At-

torney for Sarah Elizabeth Sawyer, and Edward C. Sawyer, the parties plaintiff and defendant in the above entitled suit, may be required to answer this petition, an answer under oath being hereby expressly waived; that said proceedings of your petitioners by summons on suggestion may be heard and determined; that the said lien of the said *ficri facias* of your petitioners may be recognized and protected and enforced against the personal property of the said Blanche page 29 } L. Matthews in the hands of or under the control of the said defendants, or of any one of them; that the personal property of the said Blanche L. Matthew on which the said writ of *ficri facias* of your petitioners is a lien may be ordered to be delivered to an officer to be designated by the Court; that all proper accounts and inquiries may be made; that all proper process and summons may issue; and that your petitioners may have all such other further and general relief in the premises as the nature of their case may require, or to equity shall seem meet.

And your petitioners will ever pray, &c.

FRANK P. WHITEHURST and  
GRAYSON M. WHITEHURST,  
Executors of William Lee Whitehurst, deceased,  
By EDWARD BROCKENBROUGH,  
Counsel.

And at another day to-wit: In the Circuit Court aforesaid, on the 9th day of July, 1934:

This day came Jessie W. Gould and Joseph E. Gould, by their attorneys, and presented their petition to the court, praying to be made parties to this cause.

The Court having examined and considered the said petition, and it appearing to the court that the said petitioners may properly be made parties thereto, it is hereby adjudged, ordered and decreed that the said petition be filed in the papers of this cause. That the said Jessie W. Gould and Joseph E. Gould be made parties thereto with full liberty to take such steps in the cause as they may be advised that their interests may require.

page 30 } The following is the petition filed by leave of the foregoing order:

PETITION OF JESSIE W. GOULD AND JOSEPH E.  
GOULD.

To the Honorable Allan R. Hanckel, Judge of the Circuit  
Court of the City of Norfolk.

The undersigned petitioners respectfully represent:

FIRST: That there is now pending in your Honor's court a chancery suit, the short style of which is Blanche L. Matthews *v.* Sarah Elizabeth Sawyer, et als.

SECOND: That since the institution of said suit your petitioners have on June 21st, 1934, obtained a judgment against Blanche L. Matthews and L. P. Matthews, in the sum of \$23,-288.00, with interest thereon at six per cent per annum from October 28th, 1932, until paid, subject to a credit of \$424.00 on said interest, together with court costs of \$16.25 and an attorney's fee of \$2,000, on an instrument waiving a homestead exemption; that a writ of *feri facias* issued on said judgment on June 21, 1934, which said writ is returnable to the First September Rules, 1934, of this court, and said writ was duly delivered into the hands of the Sheriff of the City of Norfolk on the 21st day of June, 1934.

That notice of the lien of said writ of *feri facias* has been duly served on the following parties: National Bank of Commerce, W. W. Old, Ivor A. Page, Jr., Wm. H. Sands, Sarah Elizabeth Sawyer, Blanche L. Matthews and L. P. Matthews.

THIRD: That on May 23rd, 1934, a decree was entered by this Honorable Court in the above entitled chancery suit adjudicating that Blanche L. Matthews was the owner  
page 31 } of a certain fund consisting of certain securities,  
her ownership being subject to the income from  
said fund in Sarah Elizabeth Sawyer and .....  
Sawyer, her husband; that said fund is now in the possession  
of or under the control of the said Sarah Elizabeth Sawyer,  
subject to the action and order of the court in this cause;  
that said fund is not capable of being levied on; that by virtue  
of the laws of the State of Virginia the above described  
judgment has become a lien on said fund; that your petition-  
ers are interested in this suit and in this fund by reason of  
the fact that their judgment is a lien on said fund.

FOURTH: That there is another judgment against Blanche L. Matthews and L. P. Matthews and the judgment creditor of said judgment has filed a petition herein. Your petitioners, therefore, pray that they may be made parties defendant to this suit in order to avoid a multiplicity of proceedings about the same subject matter; that the plaintiff in said suit

as well as the defendants thereto may be made parties to this petition; that proper process may be issued and served upon the parties so asked to be made defendants to this petition; that the lien of your petitioners judgment may be protected; that the said property composing said fund may be sold to satisfy the same, and such other and further relief as the nature of your petitioners case may require and to equity shall seem meet may be given your petitioners by this court.

JESSIE W. GOULD,  
JOSEPH E. GOULD,  
By VANDEVENTER, EGGLESTON & BLACK,  
Attorneys.

VANDEVENTER, EGGLESTON & BLACK,  
EDWARD L. BREEDEN, JR.  
Attorneys for Petitioners.

page 32 } And now at this day, to-wit: In the Circuit Court  
aforesaid, on the 14th day of July, 1934, the day  
and year first hereinabove written:

This day in due time and after proper written notice, Sarah Elizabeth Sawyer presented her certificate of exceptions No. 1, which was duly signed and made part of the record in this case and the exhibits were also made part of the record.

The following is the Certificate of Exceptions No. 1:

page 33 } Virginia: In the Circuit Court of the City of  
Norfolk.

Blanche L. Matthews

v.

Sarah Elizabeth Sawyer and others.

This certifies that the following evidence on behalf of the plaintiff and defendant, respectively, as hereinafter denoted is all the evidence that was introduced on the trial of this cause, the evidence being taken in open court, to-wit:

page 34 } Virginia: In the Circuit Court of the City of  
Norfolk.

Blanche L. Matthews

v.

Sarah Elizabeth Sawyer.

## TESTIMONY.

Before The Hon. A. R. Hanckel.

Norfolk, Virginia, May 11th, 1934.

Present: Mr. Ivor A. Page, Jr., and Col. W. H. Sands for the complainant; Mr. James G. Martin for the defendant.

J. M. Knight,  
Shorthand Reporter,  
Norfolk, Virginia.

page 35 } Mr. Heath: If your Honor pleases, I have some papers here which were called for by a *subpoena duces tecum* that came into our possession in connection with the transactions of Mr. Matthews. I ask leave to deliver them to Mr. Martin, attorney for Mrs. Sawyer, and let your Honor then rule as to whether or not they should be delivered to the complainants.

The Court: They are court papers, are they?

Mr. Martin: We have no objection at all to the production of the papers. We want it understood that they are our papers and came from our possession.

Col. Sands: That is a matter which the court will have to pass on in this case. They come to this court by a *subpoena duces tecum*.

Mr. Martin: I suggest that Mr. Heath hand the papers to the clerk for identification as to which they are with the statement that they have come to him from Mrs. Sawyer. We move the exclusion of all of the witnesses except the parties to the case.

Note: The witnesses were thereupon excluded.

Mr. Martin: May it please the court, Mr. Heath says that this paper that the *subpoena duces tecum* was for is here, and he has handed it to the clerk, and there are  
page 36 } some others papers that were not under the *subpoena duces tecum* which Mr. Heath has said were delivered by Mrs. Sawyer, and he can hand them to me or the clerk, it doesn't matter which.

Mr. Heath: I will hand them to you. They are not called for by the *subpoena*.

J. E. HEATH, JR.,  
sworn on behalf of the complainant, testified as follows:

Examined by Col. Sands:

Q. What is your full name?

A. James E. Heath, Jr.

Mr. Martin: I think we should read the papers and make an opening statement.

The Court: I don't know what it is.

Col. Sands: I was trying to permit Mr. Heath to get back downstairs.

By Col. Sands:

Q. You are assistant Commonwealth's Attorney of the City of Norfolk?

A. Yes, sir.

Q. I hand you a paper which I will ask the stenographer to mark P-7 and ask you if that paper was delivered to you or to your office by Mrs. Sawyer or by her attorneys.  
page 37 }

A. It was delivered to me by Mrs. Sawyer.

Q. By Mrs. Sawyer?

A. Yes.

Q. Has it been in your possession since that time?

A. Yes, sir.

Q. When, approximately, was it delivered to you?

A. Approximately 90 days ago, roughly.

Q. Is that the paper for which a *subpoena duces tecum* was issued?

A. As I understand.

Q. And which you presented in court today?

A. As I read the *subpoena*, yes.

Col. Sands: I ask that that be introduced in evidence, if your Honor pleases.

#### CROSS EXAMINATION.

By Mr. Martin:

Q. You are Assistant Commonwealth's Attorney of the City of Norfolk, are you not?

A. Yes.

Q. And that paper was delivered to you by Mrs. Sawyer relative to some indictments against Mr. L. P. Matthews, was it not?

A. Yes.

Q. There are various indictments against Mr. L. P. Mat-



thews pending in the Corporation Court of this  
page 38 } City for various charges of felony, are there not?

A. Yes, sir.

Q. And this paper is one of the papers which your office was in possession of in connection with one or more of those indictments?

A. That is true.

By Col. Sands:

Q. Mrs. Sawyer, as I understand it, was the one who came to your office to see either you or Mr. Arnold in connection with this indictment against Mr. L. P. Matthews?

A. In connection with two of the indictments against Mr. Matthews.

By Mr. Martin:

Q. You say two indictments. There are more than two indictments against Mr. Matthews?

A. Yes.

Q. One or more of which this paper might be relevant in the criminal matters, and others it has nothing to do with?

A. There are two indictments now pending against him in which this paper is material, one charging embezzlement of \$4,000.00 from Mrs. Sawyer and the other one charging forgery of a deed of trust to secure that \$4,000.00.

Q. The other indictments against him are not related to this matter at all?

A. No.

page 39 } The Court: Is that the only paper?

Mr. Martin: That is the only paper under the *subpoena*.

The Court: All right, Mr. Heath. I suppose you may be excused.

Col. Sands: Now, if your Honor pleases, in order to explain to the court what this is—

The Court: Who is bringing the suit?

Col. Sands: The suit is being brought by Blanche L. Matthews *against* Sarah Elizabeth Sawyer, who is her mother, and the National Bank of Commerce, W. W. Old, Jr., Attorney for Mrs. Sawyer, and Edward C. Sawyer, her husband. An explanation, I believe, of it all can be had by reading the bill of complaint.

Note: The bill of complaint and deed of gift therein referred to were thereupon read.

Mr. Martin: The deed of gift is marked void.

Col. Sands: Marked void in handwriting or longhand. It is marked in three places on the face of it void.

page 40 } Mr. Martin: To keep the record straight, I particularly object to the introduction of it because there has been no proof and it is marked void. There is no jury here, and I shall save the point at the proper time.

Col. Sands: The prayer asks for an injunction against her and the other co-defendants to prevent them from disposing of the securities. As a result of that prayer an injunction was granted, a temporary injunction was granted, and after that another order was entered making the injunction for an indefinite period and also providing that the attorneys for both sides could go to the Bank of Commerce, to the vault, and open it up and give Mr. Martin for her, without prejudice, a certain amount of money, a small amount which was supposed to be there, and also make a list of the securities and cash which were in the vault, that this was made up in the presence of Mr. Martin and Mr. Old, and Mr. Brock, of the Bank of Commerce, Mrs. Sawyer and myself, and the list is filed herein with the papers, showing \$540.00 in cash, I think, of which \$200.00 was given Mr. Martin, and showing other negotiable securities which aggregated around  
page 41 } forty to fifty thousand dollars. I think that is the opening statement of the complainant.

Mr. Martin: May it please the court, in making an opening statement of this matter I shall read the answer and give one or two brief remarks as to what we expect to prove without going into the details.

May it please the court, in this matter we will develop, we think, an incident of probably one of the largest frauds that any lawyer at the Bar of this City has committed within the memory of any living person here, and as a part of the various frauds that Mr. Matthews has committed by forgery and other acts against various members of the public, part of his frauds were against his mother-in-law, Mrs. Sawyer, the main defendant in this case. He has now been indicted for a few of the frauds, some four indictments, I think, so far, and among them there are one or two involving Mrs. Sawyer. It is evident that if he can show that instead of stealing Mrs. Sawyer money, he was stealing his own wife's money, as a husband can't steal from his own wife, it might be helpful to him in his defense of this indictment regarding the stealing of his mother-in-law's money. We expect to show his own signed statements by which  
page 42 } he admits having taken thousands and thousands of dollars from his mother-in-law. His wife is now conspir-

ing with and aiding him in the matter against the old mother in an attempt to try to save her husband from the penitentiary and also perhaps in attempting to get some property from her own mother. Mr. Sawyer, the husband of Mrs. Sawyer, is the adopted father of Mrs. Matthews. Mrs. Matthews is the daughter of Mrs. Sawyer by a former marriage, and her present husband, Mr. Sawyer, having married her when the child was quite young adopted her as his daughter, and I merely say that so your Honor can get the background of the whole case. She is merely his adopted daughter. As a part of the various frauds, this transaction under discussion we expect to show you is only one. The answer says, leaving out the formal parts (The answer was thereupon read.) The deed of gift was marked void by this defendant long ago. We expect to show that in 1932 it was marked void. I might say here that this paper, a copy of which they have filed, has been produced from us through the Commonwealth's Attorney's office today.

page 43 } Mr. Page: We agree on the contents of that safe deposit box around there, do we, or had you rather for us to bring somebody from the bank to prove it?

Mr. Martin: To the best of my belief, the list that was made by counsel as recited by Col. Sands pursuant to an order of this court, is an accurate list of the contents of that box on that date.

Mr. Page: Does the date appear from the list?

Mr. Martin: The date appears on the list, I think.

Mr. Page: The 16th day of March.

Mr. Martin: Of course, there might be some error. The box may have been opened since, but I don't know of any error whatever.

The Court: Do I understand you will agree on that or had you better have a witness here to testify what is in it now?

Mr. Martin: I think we can agree subject to any error that may be found. I can bring the box here and offer it, if they wish.

The Court: So that we can get an accurate list as of today.

Mr. Martin: I think we can agree that is the list subject to a correction on looking in the box.

page 44 } The Court: That was March 16th of this year?

Mr. Martin: Yes.

Mr. Page: I will submit a typewritten copy of it in a few minutes. This was filed with the clerk. It is not a part of the record simply because it was in a letter of Col. Sands to the clerk (referring to Exhibit P-8).

MRS. LEE ADLER MYERS,  
sworn on behalf of the complainant, testified as follows:

Examined by Col. Sands:

Q. What is your name, please?

A. Mrs. Lee Adler Myers.

Q. Your address?

A. 3905 Granby Street.

Q. Where are you employed?

A. Southland Jobbing House, Law Building.

Q. Where were you employed in November, 1928?

A. That would have been with the Buxton Line.

Q. The Buxton Line?

A. Yes, sir.

page 45 } Q. I hand you three letters dated November 7th,  
November 8th and November 8th, and marked P-1,  
P-2, and P-3, respectively.

The Court: What is the date of the third letter?

Col. Sands: November 8th, two of November 8th and one  
of November 7th.

The Court: All right.

By Col. Sands:

Q. (Continuing.) Purporting to be signed "A true copy,  
L. A. Myers". Will you examine that signature and tell us  
whether that is your signature at the foot of each one of  
those letters?

A. Yes, sir, these are my signatures.

Q. Are these copies which you have just examined true  
copies of letters which were submitted to you to make copies  
from?

A. Yes, they are true copies.

Q. Who were those letters submitted to you by?

A. Mr. Matthews asked me to copy them.

Q. Mr. L. P. Matthews?

A. Yes, sir.

Col. Sands: If Your Honor pleases, we understand the  
originals, or one original and two carbon copies of those let-  
ters, from which these duplicates were made and  
page 46 } certified are in the possession of the defendant and  
we would like to ask for the originals to be pro-  
duced.

Mr. Martin: Any papers we have I will produce, but I want  
to get straight about this lady.

By Mr. Martin:

Q. These papers that you copied, you copied from copies, didn't you?

A. Yes. I told him I did.

Q. You didn't have the original at all?

A. I don't think so. It has been quite awhile ago.

Q. You just did that in the last few months, copied from copies which Mr. Matthews—at Mr. Matthews' request?

A. Yes.

Mr. Martin: I move to strike out all of that evidence. We will give them all the papers we have.

By Col. Sands:

Q. Do you recall yourself whether they were copies or originals?

A. I really can't say, I mean I could not swear.

Q. I notice P-1 is a copy of a letter to Mrs. Sarah Elizabeth Sawyer—

Mr. Martin: I want to object to these copies of copies, or shadow of a shadow.

Col. Sands: We want the original carbon copies. One was a copy of the original.

page 47 } Mr. Martin: Where is that?

Col. Sands: You have it. The other two are copies of carbon copies, and then this is the copy of an original.

Mr. Martin: We will produce all we have.

Mr. Page: Suppose, in order to avoid confusion, you produce them now.

Mr. Martin: I think it is better to produce them now. May it please the court, I produce from my file as counsel for my client, Mrs. Sarah Elizabeth Sawyer, a letter dated November 7th, 1928, addressed to Mrs. Sarah Elizabeth Sawyer, and signed apparently by Blanche L. Matthews, seal, and marked void, which is one of the papers Col. Sands wishes. I hand it to Col. Sands. I produce from my possession likewise as counsel for my clients what looks like a carbon copy of a letter dated November 8th, 1928, addressed to Mr. E. C. Sawyer, Norfolk, Virginia, which I think is another one of the papers Col. Sands wants, and hand it to him, and likewise from my same file I produce what looks like a carbon copy dated November 7th, 1928, of a letter addressed to Mrs. Sarah Elizabeth Sawyer.

The Court: Two of the 7th and one of the 8th?  
page 48 } Mr. Martin: Yes.

The Court: I understood him to say two of the 8th and one of the 7th.

Mr. Page: I think she made a mistake in copying the dates.

Mr. Martin: As I have them there are two supposed carbons, one of the 7th and one of the 8th, and the original, marked void of another one is of the 7th, so there are two of the 7th and one of the 8th.

The Court: I understood Mrs. Myers to say two of the 8th and one of the 7th.

Mr. Martin: I move to strike out her evidence *in toto*, your Honor, because it is immaterial and irrelevant. I notice pencil marks are being made by Col. Sands, your Honor, on these.

Col. Sands: You have the original of that signed by E. C. Sawyer?

Mr. Martin: That is a carbon. I also hand Col. Sands from my possession, and we will show later how it came in my possession, what looks like a carbon copy of a letter dated November 8th, 1928, addressed to Mrs. Blanche L. Matthews.

Col. Sands: Which I put a pencil notation on "Marked P-3", to correspond to the P-3 mentioned in the bill of complaint.

page 49 } Mr. Page: We offer each one of these letters, the first letter dated November 7th, 1928, addressed to Mrs. Sarah Elizabeth Sawyer, marked Exhibit P-1, letter dated November 8th, 1928, addressed to Mr. E. C. Sawyer, marked Exhibit P-2, letter dated November 8th, 1928, addressed to Mrs. Blanche L. Matthews, marked Exhibit P-3, and original letter dated November 7th, 1928, addressed to Mrs. Sarah Elizabeth Sawyer, signed by Blanche L. Matthews, and which is a duplicate of Exhibit P-1, and which is marked Exhibit P-1-a, which letter is a typewritten letter bearing the mark "Void" in pen across the face of same.

Mr. Martin: I suppose your Honor will have to leave that testimony in to show how those letters came in.

The Court: Yes, I suppose so.

A. G. DUNTON,

sworn on behalf of the complainant, testified as follows:

page 50 } Examined by Col. Sands:

Q. You are Mr. A. G. Dunton?

A. Yes, sir.

Q. Where do you live?

A. Whitestone, Lancaster County, Virginia.

Q. Are you a practicing attorney?

A. I am.

Q. Did you formerly practice in Norfolk?

A. I did, sir.

Q. In whose law office were you associated?

A. Mr. L. P. Matthews.

Q. When did you leave there?

A. In 1931.

Q. Were you in his office or connected with his office on November 7th, 1928?

A. Yes, sir, I was.

Q. I hand you a paper which has been introduced in evidence marked P-7, and ask you if that is your signature as a witness?

Mr. Martin: Without interrupting, we save the point with reference to this paper all the way through.

The Court: Yes.

A. Yes, this is my signature.

By Col. Sands:

Q. Do you recall the circumstances under which you signed it?

A. I recall the day on which it was signed, yes, sir.

Q. Where was it signed?

page 51 } A. Signed in Mr. Matthews' office.

Q. Who was present?

A. As I recall, Mrs. Sawyer was present, Mr. and Mrs. Matthews, and I am not positive about Mr. Sawyer being there, or not, and I was present. I don't know whether any other one was there, or not. To the best of my knowledge, that was all, and then, if your Honor please, it has been between five and six years ago.

Q. Were you in the office at the time it was prepared?

A. I can't state positively, Col. Sands, whether I was there, or not. I didn't—I am positive I never read it before it was executed by Mrs. Sawyer.

Q. Did you see her sign it?

A. I am positive I must have seen her sign it because I would not have witnessed it unless I saw her sign it or she acknowledged it was her signature before me.

Q. What was her frame of mind at that particular time, do you recall?

A. As I recall it, everything seemed to be very pleasant at that time. She was—everybody seemed to be in very good humor. Everything was done, as far as I could see, willingly.

Q. Was there anything to indicate that either L. P. Matthews or Mrs. Matthews were forcing or attempting to force her to sign this paper?

A. Nothing that I could observe. Of course, I page 52 } knew nothing concerning the agreement to make it, anything like that, but everything seemed to be perfectly all right that day and everybody seemed to be perfectly willing to do what they were doing.

Q. Did you know Mrs. Sawyer before then?

A. Yes.

Q. How long had you known her?

A. I don't recall when I first met her. I came to Norfolk in 1927 in the summer. I suppose I met Mrs. Sawyer shortly thereafter, probably in the fall. If I remember correctly, they were up in New York then, and I met them probably in the latter part of 1927. I could not say positively.

Q. After the signing of this paper, do you recall how often you saw Mrs. Sawyer in Mr. Matthews' office?

A. Oh, I saw Mrs. Sawyer in there, I suppose, a dozen times; I don't know how many, but numbers of times, Mr. and Mrs. Sawyer both. Of course, I saw Mrs. Sawyer more frequently than Mr. Sawyer, and she was in very frequently.

Q. She was a frequent visitor there?

A. When she was in town I think she called in at fairly frequent intervals. Of course, I didn't pay any great deal of attention to it because Mrs. Sawyer was Mr. Matthews' mother-in-law and it was natural and was expected that she would drop in when she felt like it.

Q. Did you hear this paper discussed by Mrs. Sawyer at any future date?  
page 53 } A. No, sir.

### CROSS EXAMINATION.

By Mr. Martin:

Q. What was the name of the Matthews firm at that time?

A. I don't think there was any firm at that time, Mr. Martin. I don't know.

Q. This paper that you are speaking of and which you signed as a witness is on a back showing Matthews, Dunton and Elliott, Attorneys and Counsellors at law, etc.



A. If it is on that back that was the name of the firm then.

Q. At that time?

A. Yes. I don't recall just when we adopted the use of that name.

Q. You had nothing to do with the preparation of this paper?

A. No.

Q. It was never read to her in your presence?

A. No, not—no, I don't think so, Mr. Martin. I can't say that it was. She had the paper there and it was a very short paper. Whether it was read by her or to her in my presence, I can't state positively.

Q. And you were speeding up things. You were asked to witness it and you wrote "Witness, Sig.", with your name under it?

A. I wrote it in that manner. I don't know whether there was any reason for speed. I notice it was acknowledged page 54 } edged at the same time. I did witness the signature.

Q. You believe that Mrs. Sawyer, Sarah Elizabeth Sawyer, also signed it in your presence or said, "It is my signature", or you would not have put your name on it?

A. I am positive of that.

Q. And that is all you remember about it?

A. In the main I remember that Mrs. Sawyer acknowledged to me it was her signature and that I actually witnessed it. I am of the opinion, if the court pleases, to the best of my recollection, that I was standing by Mrs. Sawyer when she signed it. I would not state that to be positive because I may have walked in there and asked her, "Mrs. Sawyer, is this your signature?" and she said yes, and I would have witnessed it just as readily one way as the other.

Q. You say you have seen Mr. and Mrs. Sawyer in Mr. Matthews' office frequently, both before and after that paper?

A. Yes.

Q. You knew Mr. Matthews was Mrs. Sawyer's son-in-law?

A. Yes.

Q. You also knew, did you not, that she was a rich woman with lots of investments, Mr. Dunton?

A. I never knew or had any idea how much Mrs. Sawyer was worth. I understood that Mrs. Sawyer had some loans, but very frankly, I subsequently found out her loans were beyond what I had any idea they were.

Q. She was richer than you thought she was?  
page 55 } A. Yes. I never knew how much she had. I knew Mr. Sawyer was not active in business but they

had plenty to live on and seemed to live in the way they wanted to.

Q. You knew Mr. Matthews was handling various of her business affairs, did you not?

A. I didn't know that. I assumed that he did. I never had Mr. Matthews tell me that he was handling—of course, I knew he handled some in immaterial amounts, although I didn't discuss it with Mrs. Sawyer at all prior to this time. I knew he handled certainly a part of her business, but what I didn't know.

# RE-DIRECT EXAMINATION.

By Col. Sands:

Q. Did their relations appear to be friendly in the office on that day?

A. Yes, entirely so.

Q. What happened to the paper after it was signed?

A. There was some conversation in the office at the time between Mrs. Matthews and Mr. Matthews in connection with their going downstairs to get the safe deposit box, and I recall Mrs. Matthews and Mrs. Sawyer going out of the office presumably for that purpose. Of course, I don't know what they did, but I heard some conversation. Of course, I was not primarily interested in that, and I can't state.

Q. In reply to Mr. Martin's question you stated page 56 } that you had later discovered that she was or had been worth considerably more than you initially thought Mrs. Sawyer had. Did Mrs. Sawyer ever give you any indication that she was penniless?

A. Well, Mr. Sands, I talked with Mrs. Sawyer—let's see—I believe it was Christmas, 1932. I was in Norfolk for a few days and dropped in to see Mrs. Sawyer.

Q. Where did you talk with her?

A. At the Preston Hotel.

Q. In her room?

A. Yes.

Q. What did you gather from that conversation?

Mr. Martin: What conversation she had with him, I think would be proper.

By Col. Sands:

Q. What did she say to you?

The Court: As near as you can remember.

A. As near as I can recall, if your Honor pleases, I gathered that Mrs. Sawyer was penniless. I don't know what she had, but I understood Mrs. Sawyer had lost practically everything.

By Col. Sands:

Q. Who was present?

A. My wife was there, I was there, and Mr. and Mrs. Sawyer.

Q. Mr. and Mrs. Sawyer?

A. Yes.

page 57 } By the Court:

Q. You say your wife and who were the others?

A. Mr. and Mrs. Sawyer and myself. Colonel, if I may say at this time, I don't know that Mrs. Sawyer told me in so many words that she didn't have a cent, but from the remarks she made about having to go to Mr. Matthews for the minor necessities of life, etc., I gathered that she didn't have anything at all, and that was my opinion from the conversation.

By Col. Sands:

Q. From what she said to you you gained the idea that she was penniless, or wanted you to think so?

A. I really left her with the opinion that she was, and continued to think so until just recently.

#### RE-CROSS EXAMINATION.

By Mr. Martin:

Q. She told you that Mr. Matthews had defrauded her of a great deal of the stuff at that time didn't she?

A. Yes.

Q. And that had either made her penniless or had hurt her credit what he had stolen from her?

A. I thought it was everything. I didn't know.

Q. You thought he had stolen everything from her?

A. I didn't know how much Mrs. Sawyer had. I didn't know then whether Mrs. Sawyer was worth \$25,000.00 or \$100,000.00, or what she was worth, nor did I know how  
page 58 } many securities she had, nor did I know how her securities, nor do I know at this time, how her securities were invested.

Q. But the conversation at Christmas, 1932, was to the ef-

fect, and she said, that Mr. Matthews had defrauded her of a great deal of stuff?

A. Yes. From what I thought at the time Mrs. Sawyer didn't have anything left at all.

R. D. HOLLAND,

sworn on behalf of the complainant, testified as follows:

Examined by Col. Sands:

Q. What is your name, please?

A. R. D. Holland.

Q. You are an attorney at law?

A. Yes.

Q. Where are you located?

A. Hopewell, Virginia.

Q. How long have you been located in Hopewell?

A. For around seven years.

Q. What relation do you bear to Mrs. Blanche Matthews?

A. I am no relation to Mrs. Matthews. My wife is a niece of Mr. Matthews.

page 59 } Q. Mr. L. P. Matthews?

A. Yes, sir.

Q. Did you have occasion on behalf of Mrs. Matthews to consult with Mr. W. W. Old, Jr., Attorney for Mrs. Sawyer, in connection with advising Mrs. Matthews concerning the signing of a certain paper?

A. I did.

Q. When did that take place?

A. It was the last part of last year, sometime late in December.

Q. Where?

A. At Mr. Old's office in the Law Building.

Q. In the Law Building?

A. Yes.

Q. Who was present at the time you talked with Mr. Old?

A. Mr. Old and myself.

Q. I hand you a paper, Mr. Holland, marked Exhibit P-5, and ask you if that was the paper you discussed with Mr. Old.

A. That looks like—to be a similar paper.

Q. Will you read the paper to the court?

A. "December 7th, 1933. Whereas by bill of sale dated November 7th, 1928, Sarah Elizabeth Sawyer did sell, assign, &c., to me certain stocks, bonds, notes, personal property, &c., upon certain conditions therein contained:

AND WHEREAS, by letter dated November 1st, 1933, said Sarah Elizabeth Sawyer did give me notice that page 60 } said paper had been cancelled by her:

NOW, THEREFORE, I do hereby agree that I will assert no claims under said bill of sale; and release to said Sarah Elizabeth Sawyer all rights that I may have in said bill of sale, if any.

Given under my hand and seal this 7th day of December, 1933.

.....(Seal)''.

Q. Is that paper signed by Mrs. Matthews?

A. Not to my knowledge.

Q. What did Mr. Old want you to do?

A. He wanted me to advise Mrs. Matthews to sign it.

Q. What statements, if any, did Mr. Old make to you in connection with the reasons for Mrs. Matthews signing that paper?

A. Mr. Old—when I was talking to Mr. Old he told me that these stocks, bonds, etc., were of no value and that if she signed it she would not be signing anything, but that he might have to buy in some property and he wanted to clear up any question of ownership of that property, and also that if she didn't sign it he would have to bring suit to cancel this bill of sale and also that he wouldn't—could not say or be responsible for any action against Mr. Matthews.

Q. He could not be responsible?

A. He didn't know what would be done to Mr. Matthews.

Q. Did he make any statements to you as at page 61 } torney for Mrs. Sawyer as to what Mrs. Sawyer proposed to do in the event Mrs. Matthews didn't sign that paper?

A. He told me he was afraid that she would go before the Grand Jury if Mrs. Matthews didn't sign it.

Q. Did anything further take place in that conversation between you and Mr. Old that you recall?

A. I believe that was about the sum and substance of the conversation. I was up there talking to him for about an hour.

Q. Did you have any comment to make when Mr. Old made the statements that these properties were worthless anyway?

A. I told him that if they were worthless why should they sign it, what good was it to sign it.

Q. Who were you representing at that time?

A. I was representing Mrs. Matthews.

Q. Who sent you to Mr. Old's office, or requested you to go there?

A. Mrs. Matthews. I was coming home for the week-end and I came in on the Norfolk & Western that left Petersburg at 2:45 on Saturday afternoon and that put me in Norfolk about four o'clock or around four o'clock, and she met me at the train. My wife was with me. She told me Mr. Old wanted to see me and that she wanted me to go up there and talk to him, and we drove from the Union Station right to the Law Building, and it was on a Saturday afternoon around four o'clock in the afternoon.

Q. Did you advise her to sign that paper?

page 62 } A. No, sir.

Q. Had she talked to you about her rights in these bonds and securities?

Mr. Martin: I object to that, may it please the court. It would be purely self-serving between attorney and client.

Col. Sands: All right. Answer Mr. Martin.

### CROSS EXAMINATION.

By Mr. Martin:

Q. Where did you get the physical paper that you have on your lap that you have been reading from?

A. I think this particular paper was turned over to me by Mrs. Matthews.

Q. When, before or after the conversation you have just recited with Mr. Old?

A. Before.

Q. So you had that paper in your possession before you saw Mr. Old?

A. If this is not the same paper it is a copy of the one and Mr. Old had a copy at his office also.

Q. Did you take the one you had to his office when you went to interview him?

A. I don't believe I did.

Q. But you looked over the one Mr. Old already had like it?

A. Yes.

page 63 } Q. On what day did you see Mr. Old, as near as you can recollect?

A. I can't say the exact date. It was somewhere in the neighborhood of Christmas.

Q. 1933?

A. Yes, this past December, 1933.

Q. Mr. and Mrs. Matthews are husband and wife, living together with their children, aren't they?

A. Yes, sir.

### RE-DIRECT EXAMINATION.

By Col. Sands:

Q. Mr. Holland, I hand you a paper and will ask that it be marked P-5-a, which purports to be a copy of the P-5 which you have just examined, and which is on thin paper and creased in many places. Will you indicate whether that is the paper you received from Mr. Old himself?

A. I think it is.

Q. Being a copy. I don't mean a carbon copy, but I mean it bears the same writing as shown on P-5.

A. This appears to be a duplicate original memorandum here. It appears to be made at the same time this other one marked P-5. The Sarah Elizabeth Sawyer—there was a mistake made in the typewriting and it was written over without an erasure, and it appears on both the same way.

Q. Is the P-5-a the physical paper given you by page 64 } Mr. Old?

A. I would say this is the original paper given me by Mr. Old.

L. P. MATTHEWS,

sworn on behalf of the complainant, testified as follows:

Examined by Col. Sands:

Q. Your name is L. P. Matthews?

A. It is.

Q. Where do you reside?

A. I reside at 1055 Cambridge Crescent, Larchmont, Norfolk, Virginia.

Q. In 1928 were you practicing law in Norfolk, Virginia?

A. I was.

Q. Are you the husband of Blanche Matthews, the plaintiff in this suit?

A. I am.

Q. Mr. Matthews, did you handle as attorney various transactions in connection with loans for your mother-in-law, Mrs. Sawyer?

A. I did.

Q. Did you handle those prior to 1928?

A. I did.  
 page 65 } Q. Can you give us an idea of over how many years, what period of time?

A. From about 1913 to 1932.

Q. From about 1913 on?

A. Yes.

Q. What were your relations with Mrs. Sawyer prior to 1928?

A. Very cordial.

Q. Did she consult you in connection with the preparation of a paper to convey all of her intangible property to your wife?

A. She did.

Q. Was such a paper prepared and dated November 7th, 1928?

A. It was.

Q. How long prior to that date did she consult you concerning the preparation of that paper?

A. It might have been the night before or it might have been two or three nights before, I am not sure.

Q. Do you recall where it was?

A. I do.

Q. Where?

A. In my home on Hanover Avenue in Larchmont.

Q. She was living here at that time?

A. Yes.

Q. Or visiting?

A. I can't say whether she was visiting us or whether she was living at the hotel.

page 66 } Q. Where was her permanent home?

A. Well, she spent the summers in Tupper Lake, and the winters in Norfolk.

Q. During the winters in Norfolk did she visit you?

A. Yes, frequently.

Q. You and your wife?

A. Yes, frequently.

Q. I hand you a paper marked P-7 and ask you whether this is the paper which you prepared at her request?

A. It is.

Q. Where was that prepared?

A. In my office.

Q. Who was present?

A. Mrs. Matthews, Mrs. Sawyer and myself.

Q. Was that paper dictated in her presence or before she arrived?

A. It was dictated in her presence.



Q. Did she sign that paper?

A. She did.

Q. In the presence of whom?

A. In the presence of Mrs. Matthews, Mr. Dunton and me.

Q. I believe it shows an acknowledgment, does it not?

A. It does—not an acknowledgment, but witnessed.

Q. On the next page?

A. It does, yes.

Q. By whom?

page 67 } A. Mrs. Aldrich.

Q. Who was she?

A. She was my stenographer at that time.

Q. Where is she now?

A. She is now in Washington.

Q. She is now in Washington?

A. I tried to get in touch with her but was unable to.

Q. Was that paper signed by Mrs. Sawyer of her own free will and accord?

A. It certainly was.

Q. Was there any pressure, brought to bear upon her?

A. None whatever.

Q. To force her to sign that paper?

A. None whatever.

Q. Was it her idea, your idea or your wife's idea that this property be turned over to your wife?

A. It was never thought of by me and was certainly never mentioned to me by Mrs. Matthews until Mrs. Sawyer was visiting us in Larchmont and we were all sitting in the library in my home on Hanover Avenue when Mrs. Sawyer told me that her husband had been receiving letters from his daughter by his first marriage and those letters were being sent to him through the Title Company here and other designated places for the receipt of mail and not sent direct to the ordinary address so that she would see the letters come in, and she caught up with it and she found that her—Mr.  
page 68 } Sawyer's daughter was trying to get him to send some money to her, I think for the payment in part of alimony to his first wife, and she was very much disturbed about it and said that she wanted a paper prepared that would transfer everything that she had immediately to Blanche, and transfer it in a way it could not be contested in court successfully, and she asked me if I would prepare such a paper and I told her I would, and she made an appointment for herself and Mrs. Matthews to meet in my office on the 7th, I think of November, or at or near the date on which this paper was signed, which is dated the 7th day of

November, 1928, at which time I prepared the paper at her special instance and request. It was never intimated to her by Mrs. Matthews in my presence, and certainly not by me, that she should make any such conveyance to her daughter.

Q. After that paper was prepared by you and executed by her, what happened to it?

A. It was delivered to Mrs. Matthews.

Q. By whom?

A. By Mrs. Sawyer.

Q. By Mrs. Sawyer?

A. Yes.

Q. Handed it to Mrs. Matthews?

A. Handed it to Mrs. Matthews in my office.

Q. Where did Mrs. Matthews and Mrs. Sawyer go then?

A. They left the office with the stated purpose page 69 } of going down to the Bank of Commerce and renting a joint box and placing the securities and this paper in that joint box.

Q. I believe you stated that prior to that time you had been handling a number of securities for her?

A. I had.

Q. Will you look over this paper marked Exhibit P-8, which is a list of the securities which were found in the safe deposit on March 16th, 1934, and indicate which, if any, of those, you can recognize as the securities which you are familiar with which belonged to Mrs. Sawyer?

Mr. Martin: You mean prior to that date?

Col. Sands: Yes, prior to that date.

A. First the deed of trust from B. L. Matthews and L. P. Matthews to R. D. Holland, Trustee, securing a \$1,200.00 deed of trust note dated January 3rd, 1927.

By Col. Sands:

Q. I don't think it is necessary to read each one, but glance over it, over each page, and state whether or not you identify them, and what you identify, if any. Just check them on the margin.

Mr. Martin: He had better call them out, hadn't he?

Col. Sands: All right. Go ahead.

A. Fourth, deed of trust—

By the Court:

Q. What is the date of that first one?

page 70 } A. January 3rd, 1927.

Q. 1927?

A. Yes; and the Fourth, deed of trust, is one made in Chicago on August 14th, 1924. I didn't make that loan. That was made through the Security Bank of Chicago, Illinois, but I saw the note and know that it was in her possession.

By Col. Sands:

Q. Any others?

A. No. 5 was made after this transfer was made.

By Mr. Martin:

Q. Afterwards, you say?

A. After the transfer was made, yes; and No. 6, five shares of bank stock, I think that was made by us after this deed of gift was executed, but I am not sure. The shares of stock were put up with Mrs. Sawyer by me as security for a loan that may have been made prior to the date of that gift signed here or it may have been made afterwards. Of course, this deed of bargain and sale from H. B. Goodridge to Sarah E. Sawyer was a deed for a piece of property that was not involved in this transfer. No. 9, I know nothing of that as that was dated September 5th, 1933. No. 10 is tax receipts from Florida; No. 11 is a first mortgage dated November 6th, 1933, which I know nothing about; No. 12 is resignation of L. P. Matthews as trustee, dated June 9th, 1933, which was after this transfer was made; No. 13 is insurance policy, fire insurance policy, which was made after the transfer; No. 14 is tax receipts which were turned over to her after the transfer; No. 15 is lock box rental receipt dated November 7th, 1934, ending November 7th, 1934, which I know nothing of; No. 16, envelope marked "The contents in this box is the property of Edward Sawyer. Sarah E. Sawyer. Envelope printed Hotel Preston, nothing in envelope". I know nothing about that. 17, letter from Miami to L. P. Matthews from Stanley Milledge, Escrow Officer. That was a letter received after the transfer. No. 18, note dated June 10th for \$5,096.24 was a note made by Charles and Anna Ludwig for the purchase of a piece of property in Miami, Florida, which Mr. Davis transferred to them at the request of Mrs. Sawyer as payment in full of a note aggregating—that note or notes aggregated, as I remember, about \$6,000.00, which had been made by Mrs. Sawyer to Mr. Davis about 1925 or 1926, and it was among the papers transferred by this deed of gift. That is the old Davis deed of trust note which was the basis for the making of the new note and was transferred by this deed of gift. No. 19, City of Norfolk

bonds dated May 1st, 1932. I know nothing of that. No. 20, deed of trust dated December 2nd, 1925, property of Cook County, Illinois, John Sobon and others, to Jens Hansen, trustee, for \$3,500.00. I remember having seen that deed of trust note among the papers. No. 21 is a like deed of trust note which was among the papers. I can't say now about the first deed of trust note being in the papers be-  
page 72 } cause there was a renewal agreement there. I remember the deed of trust for \$3,500.00 made by Walter S. Kasprzak. I think there is only one \$3,500.00 deed of trust involved. 22, Kantor renewal notes, dated May 1st, 1933, No. 2 to 10, inclusive, for \$175.00 each and the renewal agreement for \$7,000.00 dated May 1st, 1933, recorded in book 18861, page 348, Cook County, Illinois. I am sure, reasonably sure, that I saw the original of that loan among the papers. No. 24, mortgage note, \$5,000.00, dated November 30th, 1927, made by Starzyk, with \$150.00 coupon note attached and deed of trust securing the same. That was among the papers. No. 25 is a mortgage note of \$1,000.00 dated October 20th, 1928, made by Zaidlicz with \$30.00 coupon attached. This note was among her papers, among the papers in the safe deposit vault after the transfer had been made. No. 26, mortgage note of \$1,500.00, dated November 17th, 1931, made by Peterson, et al. I know nothing of that. No. 27, renewal agreement, \$2,500.00, dated March 17th, 1933, made by Pauline Penelle, et als., with four \$75.00 coupon notes attached, also deed of trust securing original notes. I think that deed of trust was among the papers, but I am not sure. No. 28 is renewal agreement dated May 1st, 1928, for \$7,000.00, made by Joseph Kantor, et als., with notes attached, made by Emil A. Thoreson, dated May 1st, 1923, also deed of trust securing same. That paper was among the papers in the safe deposit  
page 73 } vault. No. 29, mortgage note, \$4,000.00, dated October 10th, 1930, made by Frank Eppolito, et als., with four interest notes for \$124.00 each, also deed of trust securing same. I don't remember that. No. 30, renewal agreement, March 30th, 1928, \$1,500.00, Chismich, et als., with note attached, deed of trust securing same, also renewal agreement, March 30th, 1933, \$1,500.00 with five interest notes for \$45.00 each. I remember the name of this—the maker of this note, Chismich. No. 31, mortgage note, \$3,500.00, dated April 24th, 1928, Pontoni, et als., deed of trust in duplicate securing same and renewal agreement, \$3,500.00, dated April 24th, 1933, with five interest notes for \$105.00 each. The original of that note was in among the papers. No. 32, benefit accident certificate, Commercial Travelers, Edward C. Sawyer, payable to Sarah E. Sawyer. I don't re-

member that. No. 33, three and four-sevenths shares Bruce-mont Salvage Corporation certificate No. 2, dated August 14th, 1931, made to Sarah E. Sawyer, with note of corpora-tion for \$1,000.00 dated August 15th, 1931, payable to "Our order", and endorsed in blank, Ashville, North Carolina, property. I remember that property having been handled in that way. 34, one Scottish Rite, 32 degree Charm with chain.

By Col. Sands:

Q. That is tangible property?

A. Yes.

Q. Mr. Matthews, did Mrs. Sawyer have any  
page 74 { other income other than the interest which she had  
received on those various bonds, notes and choses  
in action in her possession?

A. I am sure she didn't.

Q. Did she, or not?

A. She didn't. Mr. Sawyer had been retired, I should say,  
about fifteen years I know at the time of this deed of gift.

Q. Did she keep a bank account in the Bank of Commerce,  
a checking account?

A. Yes.

Q. Do you know whether the interest she received from  
these various securities was deposited in that bank account?

A. Generally, yes.

Q. Do you know whether or not any was withdrawn from  
that bank account to buy additional securities from time to  
time?

A. It was.

Q. When these securities matured from time to time, do  
you know whether that money was deposited in that ac-  
count and used later for the purchase of other securities?

A. I only know in such instances as those that were han-  
dled by me. I don't know what she did with—

Q. Were some of the purchases of the initial securities  
handled by her the same as by you?

A. Oh, yes. As a matter of fact, all of these securities in  
Chicago were handled by her.

Q. Was that account in the Bank of Commerce  
page 75 { a joint account between her and your wife?

A. It was.

Q. Did Mrs. Sawyer make any statements to you or in  
your office at the time of the signing of this deed as to what  
this estate was worth in round figures?

A. Well, she said she had about seventy-five or eighty thou-  
sand dollars' worth of first mortgage securities.

Q. Was that counting the value of the real estate she may have owned?

A. No.

Q. What were your relations with Mrs. Sawyer up to the fall of 1932?

A. Very good except during the summer of 1932 I could not pay her some interest that was due her.

Q. You speak of paying the interest. This deed of gift provided, I believe, that she was to receive the income on those properties during her natural life time?

A. Yes.

Q. Was that the income or interest you speak of?

A. That was.

Q. How long did she receive that income or interest?

A. Up until the spring of 1932.

Q. Was that the time that you fell down in getting the necessary money to pay that with?

A. During the summer of 1932.

Q. During the summer of 1932?

page 76 } A. When I fell down.

Q. Where was she in the summer of 1932?

A. Tupper Lake.

Q. Tupper Lake where?

A. New York.

Q. When did she return to Norfolk after that?

A. About the middle or possibly the 19th or 20th of September, 1932.

Q. Did she visit you and your wife?

A. I think she did.

Q. Where were you living at that time?

A. We were living at Hanover Avenue in Larchmont, but just about that time we moved down to the Hotel Preston. I am not sure whether she went out to Hanover Avenue before we moved, or not.

Q. Did she move to the Hotel Preston?

A. She did.

Q. Did you pay her board and rent?

A. I did.

Q. At the time that this deed was executed on November 7th, on that day or the day afterwards there were several letters exchanged which have been introduced in evidence, or copies of which have been introduced in evidence, marked Exhibits P-1, P-2 and P-3. I want to ask you if you can identify those as the copies of the originals which were written at that time, and whether they were prepared  
page 77 } in your office? Just identify them, and then I want you to read them to the court.

A. All right. Yes, I can identify these letters.

Q. Will you take that one paper and read it to the court?  
Which one is that?

A. This is—

Q. P-1.

A. P-1, dated November 7th, 1928.

Note: The letter was thereupon read.

By Col. Sands:

Q. Who was that signed by?

A. That was signed by Mrs. Matthews.

Q. By Blanche Matthews?

A. Yes.

Q. Will you read Exhibit P-2 and indicate who that was signed by?

A. P-2 was dated November 8th, 1928, and addresed to Mr. E. C. Sawyer, Norfolk, Virginia.

Note: The letter was thereupon read.

By Col. Sands:

Q. Who was that signed by?

A. That was signed by Mrs. Matthews.

Q. And Exhibit P-3?

A. Exhibit P-3 is dated November 8th, 1928, and is addressed to Blanche L. Matthews, Norfolk, Virginia.

page 78 } Note: The letter was thereupon read.

By Col. Sands:

Q. Who was that signed by?

A. That was signed by Mr. E. C. Sawyer.

Q. Did you ever see the original of that letter signed by him?

A. I did.

Q. Was it signed in your office, do you recall?

A. I am sure it was.

Q. Now, Mr. Matthews, after she returned from Tupper Lake in the fall of 1932, and you went to live at the Hotel Preston, when the interest payments which you had been giving her and the income was behind, did you make any statement to Mrs. Sawyer or any explanation as to the reason why you could not meet those interest payments?

A. I did.

Q. Can you tell me approximately when that was?

A. That was—I am sure it was the day that she came home. It was either the day she came home or the next day, but I am reasonably sure she came home—

Q. From Tupper Lake?

A. Yes.

Q. Where did that conversation take place?

A. In her room in the Hotel Preston.

Q. What did you tell her?

A. I told her that I had become involved in such a way that I could not pay the interest, that I had lost  
page 79 } everything in the world I had and that I had used  
some of the interest money and could not replace  
it.

Q. Did she require or demand a statement from you at that time?

A. She did.

Q. Did you give her such a statement?

A. I did; that is, she didn't demand it that day. She demanded that later.

Q. Later?

A. Up in my office, yes.

Q. Was such a statement given to her?

A. It was.

Q. In your office?

A. It was.

Q. After that was any further demand made upon you for any papers in connection with this deed of gift or these letters which you have just read?

A. Yes. Sometime last fall, and I think it was before Christmas—I am not sure—she came to my office and requested that I give to her all papers that I had in connection with the deed of gift.

Q. In connection with the deed of gift?

A. Yes.

Q. What papers did you give her?

A. I am not sure, but I think at the time she first made the request I gave her a copy of the deed of gift.  
page 80 } Q. A copy of the deed of gift at that time?

A. Yes, my office copy of the deed of gift which was unexecuted.

Q. Did you have the deed of gift at that time?

A. I had a copy of it.

Q. Did you have it?

A. No.

Q. Did you know where it was?

A. I knew where it was, yes.



Q. Did you give her any letters or copies of letters which had been exchanged?

A. Not at that time. She came back later, or rather sent for me to go over to Mr. Old's office. I had told Mr. Old about this deed of gift and I had told him that I had these copies of the letters that passed between Mrs. Matthews and Mr. and Mrs. Sawyer, and he told Mrs. Sawyer, I presume, because they both called me over to Mr. Old's office and demanded that I give them the copies that I had which were unexecuted except as to the ones signed by Mr. Sawyer.

Q. Did you have copies of those copies prepared by this Mrs. Myers?

A. Yes.

Q. Who testified this morning?

A. Yes.

Q. Was that during the latter part of 1933 or the first of 1934?

page 81 } A. It is hard to remember the exact date, but I feel reasonably sure that it was in the fall of the year 1933.

Q. On the day you went to Mr. Old's office to see Mrs. Sawyer and Mr. Old, what demand, if any, was made upon you that day?

A. They asked for those letters and I told them I didn't have the letters with me, but that I would have to go to the office to get them.

Q. Go ahead.

A. And they asked me if I would not sign a paper stating that in any litigation or court action against me that I would not use any papers relating to this deed of gift as a defense against such action.

Q. Was pressure brought to bear upon you either by Mr. Old or Mrs. Sawyer to force you to turn over copies of those letters which you had in your possession?

A. They persuaded me for some time and I declined to sign it.

Q. I am speaking of the letters first. Was pressure brought to bear upon you to make you turn those letters over?

A. I don't think any threats were made with regard to the letters, but since I had one or two copies I told her I would bring the copies there to them.

Q. Were threats made at any later date in connection with this paper they wanted you to sign?

page 82 } A. Apparently, yes.

Q. Did you ever see this paper? Did you ever sign it?

A. I did.

Q. Where?

A. In Mr. Old's office in the presence of Mrs. Sawyer and Mr. Old.

Col. Sands: We ask for the production of that letter.

Mr. Martin: I produce from my possession as attorney for my client what I suppose is the paper they want, dated November 6th, 1933, and hand it to Col. Sands.

Col. Sands: I will ask that this be introduced as Exhibit P-9. It reads as follows:

Note: The letter was thereupon read and marked "Exhibit P-9".

By Col. Sands:

Q. Is that your signature?

A. It is.

Q. The letter which was mentioned in the last paragraph here, is that one of the letters you have previously testified about?

A. Yes, sir.

Q. What pressure was brought to bear upon you to force you to sign this paper?

A. I at first refused to sign it and Mrs. Sawyer page 83 } says, "Give me that telephone receiver. I am going to call the police right now and have you arrested".

Q. Had she at any previous time threatened to have you arrested or to have you indicted?

A. She had.

Q. Over what period of time?

A. I should judge over a period of time of possibly six months.

Q. Six months?

A. Yes. At first when she came to Norfolk she was—while not agreeable, she was not so antagonistic as she was later on.

Q. Had those threats of hers been frequent or otherwise?

A. Well, one of the first threats that she made, she came up to my office and said to me, "Pres., if you are indicted for what you have done to me are you going to use that deed of gift as a part of your defense?" and I said, "I most assuredly am", and she said on this day, "I am going right down and have you indicted", but she didn't.

Q. But she didn't have you indicted at that time?

A. No.

Q. It was not until the March term, 1934, that she had you indicted, was it?

A. That is right.

Mr. Martin: I note he says she had him indicted. There are some four indictments.

page 84 } By Col. Sands:

Q. Did you believe, when she reached for that telephone in Mr. Old's office and stated she was going to call the police, that she was sincere in her statement that she was?

A. It looked very much that way, Colonel.

Q. Was it on account of her actions and her threats that you signed this paper?

A. Most assuredly it was.

Q. Did she endeavor to get you to have your wife sign the paper?

A. She did.

Q. Or a similar paper to this?

A. She endeavored or asked me to get Mrs. Matthews to sign a release of that deed of gift. I told her I would do what I could.

Q. Did you ever see the paper which was prepared in Mr. Old's office in connection with the release?

A. I did.

Q. Is that the paper which has been introduced in evidence marked P-5? Is that the paper dated December 7th which she wished Mrs. Matthews to sign?

A. It is.

Q. And this statement made by you is dated December 6th?

A. Yes.

Q. Was this written in Mr. Old's office?

A. It was, by Mr. Old.

page 85 } Q. Did Mr. Old write it on the typewriter,

A. He did.

Q. Was Mr. Old present when the threats were made of criminal prosecution against you unless you signed this paper?

A. He was, and after it had been signed I met Mr. Old out in the hall and said, "You know under what circumstances I had to sign that agreement," and I said, "Some day you may have to testify in regard to it", and he said, "Pres, (he called me Pres), I am going to tell the truth".

Q. He said he would tell the truth?

A. He did.

Q. Did Mrs. Matthews, your wife, ever authorize you to turn these letters over to Mr. Old as attorney for Mrs. Sawyer, or to Mrs. Sawyer?

A. She did not.

Q. In fact, when is the first time she knew you had turned them over?

A. It was a long time after they had been turned over, but I don't know when. I can't remember when I told her.

Q. Did you tell your wife you had signed this statement here of December 6th?

A. I did.

Q. Did she authorize you in any way to sign that?

A. Not in the slightest degree. She didn't know anything about it until it was already signed and delivered.

Q. You were not a party to this deed of gift any-  
page 86 } way, were you?

A. No.

### CROSS EXAMINATION.

By Mr. Martin:

Q. How old are you, Mr. Matthews?

A. I was born November 14th, 1882.

Q. You were educated to practice law where?

A. At the University of North Carolina.

Q. You came to the bar when?

A. In 1909.

Q. You came to practice law in Norfolk when?

A. In 1909.

Q. And have been practicing in Norfolk since 1909 until recently?

A. Yes.

Q. So you were an experienced attorney in 1928?

A. Supposed to be.

Q. Of many years standing?

A. Yes.

Q. You are not practicing law at the present, are you?

A. No.

Q. Your license to practice law has been revoked by the Supreme Court of Appeals of Virginia a few months ago, has it not?

A. Yes, at my request.

page 87 } Q. At your request when there were charges  
pending against you by the Bar Association, were there not?

A. Certain charges were pending against me by the Bar

Association which have never been heard and I asked the court to revoke my license.

Q. For the whole State of Virginia?

A. Yes.

Q. I understood you to say that in 1928 this paper that we will call a deed of gift was prepared by you?

A. Yes.

Q. And you supposed it was conveying approximately \$75,000.00 worth of securities to your own wife?

A. It was.

Q. You were having Mrs. Sawyer, your mother-in-law, do that without any advice by outside counsel at all?

A. She didn't ask for any outside counsel.

Q. You were drawing it to your own wife?

A. Yes.

Q. Under the circumstances you have recited?

A. Yes.

Q. You had been representing your mother-in-law for years past, had you?

A. I had.

Q. As her attorney?

A. In most instances, not in all.

Q. So as her attorney you were drawing this page 88 } paper not to yourself but to your own wife?

A. Yes.

Q. When you came to draw up this deed of gift did you make a list of the securities that were covered by it?

A. No.

Q. But you only say, "Do hereby grant, give, sell, assign, set over and deliver to my daughter, Blanche L. Matthews, all my stocks, bonds, notes and all other personal properties deposited by me in the safety deposit vault in the Norfolk National Bank of Commerce & Trusts of Norfolk, Virginia". So there was no way of telling what they were unless you went to the vault and counted them over, was there?

A. No.

Q. It was not done by you nor in your presence?

A. No.

Q. Then you have a clause to the effect that any securities put in there in the future shall *ipso facto* pass by that deed in the future?

A. Yes.

Q. You knew that was void as a deed, did you not, the future delivery of securities?

A. What?

Q. You knew as a lawyer any agreement to give in the future was null and void and without consideration?

A. What was the consideration?

Q. Sir?

page 89 } A. That is a matter for the court.

Q. I ask you whether you knew it? You were the lawyer representing your mother-in-law?

A. I don't know it yet with that consideration in there.

Q. You don't know it?

A. No.

Q. A list was never made until recently and that was made by order of the court the other day?

A. That is right.

Mr. Page: We want an adjournment for about ten minutes to examine these papers here.

Mr. Martin: I don't think that is proper, an adjournment for ten minutes for him to examine papers I am cross examining the witness on.

Mr. Page: There are a number of papers here and I don't know whether they are admissible, or not. I don't think they are.

Mr. Martin: They are signed by the witness.

Mr. Page: We will promise you not to discuss it with the witness.

Mr. Martin: All right.

Note: Thereupon a short recess was taken, at the expiration of which the taking of testimony continued.

page 90 } Mr. Page: If your Honor pleases, I want to ask Mr. Martin to give the court his purpose in introducing these particular papers.

Mr. Martin: These first papers I am going to introduce are papers signed by Mr. Matthews acknowledging forgeries and having taken thousands of dollars from the lady.

Mr. Page: And for what purpose?

Mr. Martin: It goes to impeach him and goes to show that the property in question belonged to the mother-in-law and not to the wife.

Mr. Page: We wish to object to the introduction of these papers for three reasons: First, that they purport to be signed by Mr. Matthews and cannot by any possibility bind Mrs. Matthews, who is the complainant in this case unless the defendants shows that these statements were authorized by Mrs. Matthews; Second, that any question which Mr. Matthews might answer with reference to those papers would tend to incriminate him; and Third, on the ground that they

cannot be introduced by the defendant in this case to question the consideration of the deed of gift or for the purpose of raising a resulting trust in her favor.

The Court: I overrule that objection. Note your exception.  
page 91 } Mr. Page: Your Honor, I note an exception to that.

By Mr. Martin:

Q. I show you four sheets of yellow paper, each sheet being loose from the other,—

Mr. Page: I might say that I have some authority on the last point which I will introduce during our argument.

By Mr. Martin:

Q. (Continuing.) And ask you to look at the first sheet headed "September 24th, 1932", and state whether or not that whole sheet of paper is in your handwriting, although the ink seems to be two inks probably written at two different times.

The Court: What is the date?

Mr. Martin: At the top it is September 24th, 1932.

A. That is signed by me.

By Mr. Martin:

Q. Signed by you?

A. And written by me.

Q. Signed by you and written by you *in toto*, is it not?

A. Yes.

Mr. Martin: I put it in evidence and will read it in a moment.

Note: The paper was thereupon marked "Exhibit A".

page 92 } By Mr. Martin:

Q. I hand you another yellow sheet written partly in pencil and partly in pen, having in pen and ink near the bottom, which I mention to identify same "Norfolk, Virginia, November 2nd, 1932", which I suppose is a different date from the pencil writing, although I don't know, and ask you if that paper is in your handwriting *in toto*?

A. Yes.

Mr. Martin: I put that in evidence and will read it in a moment.

Note: The paper was thereupon marked "Exhibit B".

By Mr. Martin:

Q. I hand you a third yellow sheet which I don't think has a date on it, but for identification the first part of the top says, "I forged Dunn's signature, L. P. Matthews", and ask you to examine that sheet and say if it is not totally written by your hand?

A. Yes, sir.

Mr. Martin: I put that in evidence and will read it in a minute.

Note: The paper was thereupon marked "Exhibit C".

By Mr. Martin:

Q. I hand you another sheet of yellow paper which I don't believe is dated, but for identification the last item page 93 } at the bottom of the page says, "A. A. Cooper, \$5,000.00. This note was paid and I used the money. L. P. Matthews. J. B. Sadler, \$1,900.00. Note never good. I used the money before loan was made".

A. Yes, I signed that.

Mr. Martin: I put that in evidence and will read them all to the court.

Note: The paper was thereupon marked "Exhibit D".

Mr. Martin: These are the yellow sheets and I will read this first, the one partly in ink and partly in pencil: "This is a true statement on these four pages and I have signed the same without compulsion. The money I took belonged to Sarah E. Sawyer." Then in pencil it has, "Trust funds misappropriated of Sarah E. Sawyer: Asheville, \$235.00; Lord, \$250.00; Blair, \$1,000.00; Ferring, \$1,900.00; Moore, \$1,500.00; Va. \$1,150.00; D. W. Hamilton, \$1,068.46; Snelling, \$2,400.00; Dunn, \$3,900.00; Sadler, \$1,900.00; Cooper, \$500.00; Gimbert, \$1,800.00; Carr, \$1,500.00; Brandenberger, \$700.00; Owens, \$750.00; Wickstrom, \$5,000.00; Baker, \$1,250.00; Furlong, \$900.00; Hirsch, \$300.00; Miami, \$290.00", and written at the bottom, apparently added up, \$28,293.46, and written page 94 } ten underneath it and apparently added to it is \$1,181.93, and added up again is \$29,475.39, "less Wrightson, \$300.00."



Mr. Page: What is the total figure?

Mr. Martin: \$29,475.39, and less Wrightson \$300.00, which apparently is subtracted, showing \$29,175.39, and "Interest on \$1,100.00 Va. lot money, \$207.00", and then added up at the bottom is \$29,372.39; and another sheet, September 24th, 1932, "Hirsch, \$810.00. I borrowed \$300.00 on this and never paid it back. L. P. Matthews." You see, your Honor, it is signed many times. I failed to read from that first paper a memorandum on the edge, by turning it around, "I owe Mrs. Sawyer in addition to the trust funds the sum of \$1,777.00. L. P. Matthews", and dated in ink, "Norfolk, Virginia, November 2nd, 1932". Then there is written on the edge, "Blanche's gasoline station", and some figures that can be read but I don't know what they mean exactly, \$2,000.00, \$931.54, and that is apparently a subtraction leaving \$1,068.46, then \$1,575.00, and under it \$192.00, which is apparently added, making \$1,777.00, and under that \$1,200.00 and \$3,000.00, which are apparently added, showing \$5,977.00. I

had just started the second one and stopped be-  
page 95 } cause I had not read all of the first one. I had overlooked part of it. "September 24th, 1932. Hirsch, \$810.00. I borrowed \$300.00 on this and never paid it back. L. P. Matthews. L. P. Matthews Filling Stations, \$3,000.00. Total loan outstanding is \$3,800.00, of which you have \$3,000.00", and on the edge is written, "The check I gave for the tax receipts I showed you—" Read that, please.

The Witness: "Was not good and those taxes are still outstanding."

By Mr. Martin:

Q. Was no good?

A. Yes, sir.

Q. And what?

A. "These taxes are still outstanding."

Mr. Martin: "L. P. Matthews, Va. Beach note, \$1,575.00, L. P. Matthews, bank stock \$2,000.00. Edith G. Furlong, \$900.00. I owe Mrs. Furlong some money and I have made the curtains on this loan. I gave Mrs. Sawyer a note signed by me for \$1,200.00. This note is no good. I signed Mrs. Furlong's name. Elizabeth Baker, \$1,250.00. I put this note up with Whitehurst heirs to save the hotel from sale. At that time this note belonged to Sarah E. Sawyer. I have never paid Mrs. Sawyer any money on this note.  
page 96 } L. P. Matthews. Blanche L. Matthews, \$1,200.00. Wickstrom (no good) \$5,000.00. Property was sold

for \$3,500.00 and I used that money. B. F. Owens, \$700.00. This was a second deed of trust for \$1,000.00 and the property was sold out under the first and I have made the cur-tails." Written on the side is "This is a true statement on this page and I am signing it without compulsion. L. P. Matthews". Another sheet, "I forged Dunn's signature. L. P. Matthews. D. T. Dunn, \$3,900.00. Note never good. I used money and loan was never made. L. P. Matthews. H. A. Snelling, \$2,400.00. This note not paid and I used the money. L. P. Matthews. D. W. Hamilton, \$2,000.00. I have only advanced \$750.00 on this note. I also owe about \$1,100.00 on your Va. Beach lots which you paid me and was not paid to the note holders. I used this money. L. P. Matthews. Jesse Moore, \$1,400.00. Note is no good because there was a prior deed of trust on property for \$2,800.00. Sarah E. Sawyer did not know I made a second deed of trust. L. P. Matthews. Fearing notes, \$1,900.00, has been collected and the money spent. I collected this money and I spent it. L. P. Matthews." Then there is another sheet written in pencil

at the top 3,000 and 550, and apparently added, and page 97 } which you can't read because it is covered by ink.

"Mrs. Sawyer went to the Bank of Commerce and paid this \$250.00 in order to get her note back. I have never paid this \$250.00. L. P. Matthews. H. T. Wrightson, I borrowed \$250.00 on this note and curtailed it \$300.00. Paul Brandenberger, \$700.00. This was a part of a larger loan and the property was sold. I took the loss and have been cur-tailing the note. Sarah E. Sawyer never knew this property was sold. I owe Sarah E. Sawyer the money on this note. L. P. Matthews. Blair note has been paid and \$1,000.00 I used the money. L. P. Matthews. I never paid Sarah E. Sawyer any money on this note. George C. Carr, \$1,500.00. I never advanced but \$1,000.00 on this note. I used the other to make payments to you last summer. When you loaned me \$1,000.00 on Asheville property, I took these notes and borrowed \$750.00 from bank. Lucy E. Gimbert, \$1,800.00. This note was paid and I used the money. L. P. Matthews. A. A. Cooper, \$500.00. This note was paid and I used the money. L. P. Matthews. J. B. Sadler, \$1,900.00. Note never good. I used the money before loan was made."

By Mr. Martin:

Q. Mr. Matthews, you never went into the safe page 98 } deposit box of Mrs. Sawyer, at all, did you?

A. Yes.

Q. When?

A. With Mrs. Matthews.

Q. When?

A. Oh, when Mrs. Sawyer was in Tupper Lake and interest coupons became due and loans would come due that had to be paid.

Q. About what years?

A. 1929 and 1930. I never went into any box of hers until after that deed of gift was made.

Q. You never made a list when you went in there at all, did you?

A. No.

Q. In 1932 your mother-in-law was away during the summer at Tupper Lake, wasn't she?

A. Yes.

Q. She lived in Florida, too, didn't she?

A. She spent one or two winters in Florida around 1924 and 1925. She has not been in Florida since.

Q. Mr. Matthews, one of these four yellow sheets I have put in evidence refers to four sheets, and I am not certain about this. Three of them seem to be exactly the same paper, and the fourth does not seem to be the same paper. While three seem to have been loose, the fourth does not say, and I think it is probable that there is another sheet that I page 99 } haven't put in evidence. Do you know anything about that other sheet? Perhaps I can find it. I don't know.

A. I think not. I think this is simply a recapitulation of the other.

Q. You think that the four sheets referred to are these four sheets and one is kind of a recapitulation of the other and is not pinned together?

A. Yes, I think that is right.

Mr. Page: Do you want to introduce these all together?

Mr. Martin: I want to introduce them. I don't care whether they are all together, or not.

Mr. Page: We are going to object to the introduction of these papers, if your Honor pleases, on the same grounds that I assigned a few moments ago. They are signed by Mr. Matthews and not by Mrs. Matthews. I have assigned three grounds of objection.

The Court: All right.

Mr. Martin: There are some of these papers I am not putting in now but may put in in a moment. You may look at them.

Mr. Page: We save the point, your Honor.

By Mr. Martin:

Q. I show you two protested checks dated September 1st, 1932, both of them signed by you, payable to Sarah E. Sawyer, one for \$329.09, and one for \$1,142.84, and ask you if they are not checks signed by you payable to Mrs. Sawyer, and both of them no good?

A. They are.

Q. Both of them were given on account of principal money, were they?

A. No, on account of interest.

Q. Both on account of interest?

A. Yes.

Q. The check for \$1,142.84 is interest?

A. I think there was \$210.00 principal in that, involved in there, money that was received from Florida.

Q. Would you pay Mrs. Sawyer principal if it belonged to your wife?

A. Mrs. Sawyer was handling the loans.

Q. Sir?

A. Mrs. Sawyer was handling the loans.

Q. She was handling them entirely, wasn't she?

A. Well, she handled them in connection with me, those loans—such loans as I handled.

Q. Your wife didn't handle them at all, did she?

A. No.

Q. So your wife, although she was the owner, didn't handle them at any time?

A. No. My wife had never had any experience page 101 } in handling loans.

Q. And when you came to pay principal you paid it to your mother-in-law?

A. Yes.

Q. Although it belonged to your wife?

A. The principal went to Mrs. Sawyer, but it eventually went to Mrs. Matthews under the deed of gift.

Q. Suppose Mrs. Sawyer spent it?

A. That would have been all right.

Q. That would have been all right?

A. Mrs. Matthews would never have raised the question if Mrs. Sawyer needed some principal to spend.

Q. It was all right for you to continue to pay principal to your mother-in-law just as you always had?

A. Mrs. Sawyer handled the loans. She handled and received the interest all the time.

Q. And received principal, too, didn't she?

A. Yes. As principal was paid on the loans it would be

paid over to her and she would draw a new check and re-invest the money.

Q. Your wife never received any interest or principal either?

A. No; she was not going to receive any interest.

Q. Or any principal either?

A. She had the principal in the safe deposit vault until that was changed and replaced there.

Q. Suppose \$1,000.00 principal was paid you page 102 } or paid to your mother-in-law and she didn't pay you, you say it would be all right?

A. I haven't the slightest idea that my wife would have raised the question if her mother needed money to spend, if she had spent it. It was given to her by her mother.

Mr. Page: I make the same objection to all of these papers.

By Mr. Martin:

Q. You said a moment ago you thought a small amount of that was principal in that \$1,100.00 check. I hand you a yellow sheet of paper saying at the top, "June, 1932, statement, Sarah E. Sawyer", which seems to have footed up \$1,142.84.

A. Yes. There are some other curtails on there.

Q. Curtails on principal?

A. Curtails on principal, yes.

Q. Was that check—

A. George Carr, \$300.00; Jesse Moore, \$100.00, and W. B. and M. K. Fearing, \$100.00; and Miami check \$210.00.

Q. So that is something like six or seven hundred dollars principal, whatever they add up to?

A. Yes.

Mr. Page: Same objection and exception to all of this.

Mr. Martin: I put the two checks in evidence, also the yellow sheet dated June, 1932.

page 103 } Note: The papers were thereupon marked "Exhibit E", "Exhibit F", and "Exhibit F-1".

By Mr. Martin:

Q. Did you keep any books of these transactions?

A. Oh, yes.

Q. Where are they?

A. The notes themselves. I didn't keep any books on the notes because notations were made on the notes themselves

and statements were made to Mrs. Sawyer. I have a copy of all of these statements somewhere.

Q. I will ask you to produce them. Do you have a copy of this same yellow sheet statement which I have just handed you?

A. I think I have.

Q. Of June, 1932, made in handwriting?

A. Yes.

Q. You have a handwritten copy of that?

A. I think so.

Q. We ask you to produce it.

Col. Sands: We don't have it.

By Mr. Martin:

Q. I show you a letter dated September 1st, 1932, being on two sheets, which for convenience I fasten together with a clip, and ask you if that is your handwriting, a letter to Mrs. Sawyer?

A. It is.

Mr. Martin: I put it in evidence.

page 104 } Note: The letter was thereupon marked "Exhibit G".

Mr. Martin: For brevity I will only read a part of it. The gentlemen may read the rest of it if they want to.

Mr. Page: We don't want to read any of it.

Mr. Martin: "September 1st, 1932. \* \* \* I know I can be accused of doing wrong in using your money, Mother, but I knew also that I had a deal on that would make it back and I am awfully sorry if it has caused you worry; but now it will come out all right."

Mr. Page: Same objection and exception to that; same objection and exception to all of these papers.

By Mr. Martin:

Q. I hand you two yellow sheets fastened together, headed "Mrs. Sarah E. Swayer, Norfolk, Virginia", with pencil date on there of January 18th, 1932: "This is to acknowledge that I hold the following loans with the papers thereto", with a long list on two sheets. I will ask you if they are *in toto* in your handwriting and signed at the bottom, "Sincerely, L. P. Matthews"?

A. The date is in my handwriting and this over on the side is not my handwriting.

Q. All of the ink part then is in your handwriting?

A. Yes.

page 105 } Q. And the date in pencil on the first sheet on the margin is not your handwriting?

A. No.

Q. And the hand pointing from the margin is not yours?

A. I didn't make the hand.

Q. On the second sheet there is a little pencil memorandum that may not be your handwriting?

A. That is not mine.

Q. On the margin. Under the Wrightson item there is some pencil memoranda that may or may not be your handwriting?

A. That is not my handwriting.

Q. And the date which is at the top of both sheets, January 18th, 1932, in pencil—

A. That is not mine.

Q. Is not your handwriting?

A. No.

Mr. Martin: I will not read the list at this time. I have already read, "This is to acknowledge that I hold the following loans, with the papers thereto". This is addressed to Mrs. Sawyer, Sarah E. Sawyer, and at the bottom of the second sheet says, "The above are just the loans for which I hold the papers. Sincerely, L. P. Matthews".

Note: The papers in question was thereupon marked "Exhibit H".

page 106 } By Mr. Martin:

Q. I hand you, fastened together, three yellow pages, two of which are small papers and one large. The first one says, "June statement, 1930, Sarah E. Sawyer", and ask you if that is in your handwriting in total?

A. Yes.

Q. And the second sheet headed "Sarah E. Sawyer. October statement, 1930", and ask you if that is not in your handwriting totally.

A. Yes.

Q. And the third, which is the large sheet, which says at the top, "List of loans held by L. P. Matthews for Sarah E. Sawyer", and ask if that is not totally your handwriting.

A. No. Some of it is written in pencil here.

Q. There is some pencil memoranda that you say is down at

the bottom, "Papers Matthews holds. Wickstrom, Coopers", it looks like. That is not your handwriting?

A. No.

Q. And there is some small handwriting just ahead of that, "Jesse G. Moore—

A. That is not mine.

Q. Which is not in your handwriting.

A. No.

Note: The papers were thereupon marked "Exhibit I".

page 107 } By Mr. Martin:

Q. I hand you a little yellow sheet showing "December Statement, 1927", with "4th", at the top. I don't know whether it is December 4th or just a memorandum at the top. Is that your handwriting?

A. December 4th, pen and ink. The pen and ink is. The pencil is not.

Q. "December Statement, 1927", is in your handwriting?

A. Yes.

Q. And all the balance in ink?

A. Yes.

Mr. Martin: I also put it in evidence.

Note: The paper was thereupon marked "Exhibit J".

Mr. Page: Same objection and exception, your Honor. All of these papers you are introducing are signed by Matthews, L. P. Matthews, and in his own handwriting.

Mr. Martin: For the present, they are.

Mr. Page: I want it understood there is nothing on there to indicate that Mrs. Matthews either sanctioned it or signed it.

Mr. Martin: For the present, there is nothing to show she signed it.

By Mr. Martin:

Q. I show you a paper dated April 26th, 1929, signed by L. P. Matthews. That is signed by you, is it not?  
page 108 } A. Yes.

Q. There is written on that, "Dear Madam: April, 1929, statement of collections", and "For March-29", "For March-29", is added. Did you add that, or is that your handwriting?

A. That is not my handwriting.



Mr. Martin: It just says, "Statement of collections", without giving the months. I put that in evidence.

Note: The paper was thereupon marked "Exhibit K".

By Mr. Martin:

Q. I hand you a letter signed "Pres." in handwriting, dated August 28th, 1932.

Col. Sands: Same objection.

By Mr. Martin:

Q. I hand you the handwritten letter dated August 28th, 1932, and ask you if that is not your handwriting and signed by you?

A. It is.

Mr. Martin: I will just read a part of it for the moment. It is written to Mrs. Sawyer: "Dear Mother \* \* \* I thought you took the Asheville note with you but if it is here it will be necessary for Blanche to get it out."

page 109 } By Mr. Martin:

Q. You thought she took that note with her?

A. Yes.

Q. And you meant it would be necessary for your wife to get in the safe deposit box and get it out?

A. Yes.

Mr. Martin: "I know you are uneasy, but I also know I am going to send you your money. Please don't worry".

Note: The letter was thereupon marked "Exhibit L".

Mr. Page: Same objection and exception.

By Mr. Martin:

Q. I hand you a letter from you to Mrs. Sawyer dated July 23rd, 1932.

A. That is my letter.

Mr. Martin: I put it in evidence, also letter of June 1st, 1929, written to "Dear Rap".

By Mr. Martin:

Q. That means Mr. Sawyer, does it not?

A. Yes.

Mr. Martin: I put them both in evidence.

Note: The papers were thereupon marked "Exhibit M"; and "Exhibit N".

Mr. Martin: "Dear Mother: I will not have all of the money for your statement until Wednesday. I am going out of the city this afternoon to be gone until page 110 } Tuesday and will try to get your statement off on Wednesday".

By Mr. Martin:

Q. I hand you a letter signed "Blanche", which says, "Saturday", at the top of it, on four sheets of paper, and ask you if it is not totally written in the handwriting of your wife?

Col. Sands: These appear to be two letters, one dated and one not dated.

Mr. Martin: I will amend the question. The papers I have handed counsel were four pages and two separate letters.

By Mr. Martin:

Q. I hand you the one dated September 2nd, 1932, which I clip together for convenience. I hand you the letter of September 2nd, 1932, and ask you to look at it and see if it is not in your wife's handwriting.

A. That is my wife's handwriting, yes.

Mr. Martin: I put it in evidence and will read it to the court.

Note: The letter was thereupon read and marked "Exhibit O".

Mr. Page: I object and assign my objection No. 3, which I have already assigned. I object to it on the ground that you can't question the consideration of this contract for the purpose of raising a resulting trust in favor of the page 111 } defendant, Mrs. Sawyer, the deed being under seal.

The Court: I overrule your objection. Note your exception.

Mr. Page: We save the point.

By Mr. Martin:

Q. Here is another letter which I hand you, with no date

on it except "Saturday", on two sheets of paper, signed "Blanche" to "My dear mother", and I will ask you if this is not wholly in the handwriting of your wife except the printed heading?

Mr. Page: We object to this for the same reason and on the grounds that it is immaterial and has nothing to do with the case.

Mr. Martin: I have clipped it together for convenience.

A. That is her writing, yes.

Mr. Martin: I will put it in evidence and will read a part of it: "My dear mother: Your letter came yesterday and I called Pres up at once. He said he hadn't been able to collect it all and wanted to get it all in one statement but he would send it to you the first of the week. I told him to write to you and explain it as I can't". I will not read the rest of it for the present.

page 112 } Note: The paper was thereupon marked "Exhibit P".

By Mr. Martin:

Q. Various of these letters from you seem to be in reply to letters your mother-in-law wrote to you. Where are these letters she wrote you; have you got them?

A. I don't know, Mr. Martin. I disposed of everything I had in the office and I imagine they are among the files that are gone.

Q. So you have no way of producing them; they are gone?

A. I don't think I can produce them.

Mr. Page: We renew our objection to all of these papers.

By Mr. Martin:

Q. I hand you five papers, which for convenience I clip together although they may not be exactly related to each other, and ask you if they are not all in your handwriting.

A. They are not all in my handwriting.

Q. When you come to those not in your handwriting, indicate them.

A. January Statement, February 12th, 1931, is not in my handwriting.

Q. You mean the heading is not?

A. The heading is not.

Q. The "Statement for January—January Statement, February 12th, 1931", those words at the top are not in your handwriting?

A. No.

page 113 } Q. And the balance of that sheet is in your handwriting?

A. Yes, with the exception of the underscoring.

Q. With the exception of the underscoring?

A. Yes. This brown sheet—

Q. Of May, 1932?

A. Of May, 1932; the "Alice V. Sadler, J. B. Sadler, May 30th, \$57.00, paid in June statement", is not in my handwriting.

Q. But the ink part, including the top, "Sarah E. Sawyer, May, 1932, statement", is in your handwriting.

A. Yes. This is all in my handwriting with the exception of the check marks.

Q. And that is the one marked "April statement, 1932"?

A. Yes.

Q. That is your handwriting with the exception of the check marks in pencil?

A. One red and one black.

Q. One red and one black?

A. Yes. The "March 1932 Statement" is in my handwriting.

Q. There is some pencil memoranda at the bottom. Is that in your handwriting, or not?

A. Yes.

Mr. Martin: I put these in evidence.

Note: The papers were thereupon marked "Exhibit Q".

page 114 } Col. Sands: Same objection to these.

By Mr. Martin:

Q. I hand you a sheet dated in ink "April 15th, 1931", and ask you to look that over and see whether that is all in your handwriting, or say whether there are any exceptions in pencil, or what not.

A. There are exceptions. The writing in ink is all in my handwriting with the exception of the bottom where it says, "Jesse G. Moore June 10th and December 10th, 1931, L. P. M., \$1,500.00. This date taken from recorder receipt".

Q. That is in pencil at the bottom?

A. The pencil at the bottom is not in my handwriting, and "George C. Carr 17", is not in my handwriting.

Q. This language, "April 15th, 1931. Mrs. Sarah E. Sawyer. I hold for you the following list of securities", with the list, is in your handwriting and in ink?

A. Yes.

Mr. Martin: I put that in evidence.

Note: The paper was thereupon marked "Exhibit R".

Col. Sands: Same objection and exception to all of these papers.

By Mr. Martin:

Q. I hand you five pages, which, for convenience, we clip together, and ask you to look them over and say whether they are all in your handwriting.

A. The first is all in my handwriting.

page 115 } Q. That is the first statement, statement for May, 1931. Is that all your handwriting?

A. Yes.

Q. And the February, 1932, statement?

A. That is all in my handwriting. The statement for April 15th, 1931, is all in my handwriting; July, 1932, is in my handwriting; January 18th, 1932, the top, "January 18th, 1932, \$221.50", is not in my handwriting, and "Francis Hirsch, September 15th and March 15th", and all the other is in my handwriting.

Mr. Martin: I put them in evidence.

Note: The papers were thereupon marked "Exhibit S".

Mr. Martin: I am trying to save time by giving Col. Sands a number of these papers all at once, your Honor.

The Witness: I can make a general statement that I always sent statements to Mrs. Sawyer every month.

Col. Sands: Same objection and exception to all of these you are going to introduce.

By Mr. Martin:

Q. I hand you first a check for \$94.84, of June 16th, 1932, written by you to Sarah E. Sawyer. That was also a no good check protested, was it not?

A. Yes.

page 116 } Note: The check was thereupon marked "Exhibit T".

By Mr. Martin:

Q. I hand you a statement in typewriting dated November 6th, 1929, addressed "November statement to Sarah E. Sawyer". That was sent by you?

A. I am sure it was although it is in typewriting.

Q. And the next is a yellow sheet dated August, 1930, statement, Sarah E. Sawyer.

A. That is in my handwriting except the bottom notation, "Lord payment not listed. September 18th, 1930, E. C. S. Wrote L. P. M. about this".

Q. And the next is letter of June 16th, 1932, to Mrs. Sarah E. Sawyer, signed "Pres".

A. Yes.

Q. And a letter on the letterhead of L. P. Matthews, dated Saturday, June 25th, 1932, which doesn't look like your handwriting. I don't know whether it has been added in, or not.

A. I guess it is. It doesn't look quite like it.

Q. But you think the date as well as the body is your handwriting?

A. I think so.

Mr. Martin: I put those four papers in evidence.

Note: The papers, clipped together, four in number, were thereupon marked "Exhibit U".

page 117 } By Mr. Martin:

Q. You attended to all of your wife's business, did you not?

A. No.

Q. Did she have any other lawyer?

A. No, except for the last year perhaps.

Q. Didn't you and your wife owe your mother-in-law some money on the Proctor property, I think they call it?

A. I owed her some money.

Q. How much was it?

A. \$1,200.00, was it—\$3,000.00.

Q. \$3,000.00?

A. Yes.

Q. And that was prior to this deed of gift you speak of, was it?

A. No.

Q. Did you owe her anything prior to the deed of gift?

A. I don't exactly understand the question, Mr. Martin.

Q. What I want to know is didn't you, yourself, give a note payable to your mother-in-law prior to this supposed deed of gift and which would have passed by the deed of gift, if it is all right in every respect and if it had been in that safe deposit box?

A. I don't know the date of that loan on the Proctor property, but I think it was after the deed of gift.

Mr. Page: Are you going to introduce this?

Mr. Martin: I am going to introduce it in a minute.

page 118.} The Witness: If you will give me the note I will recognize it.

By Mr. Martin:

Q. I don't seem to have the deed of trust but I have got the deed of bargain and sale from A. P. Grice, Trustee, to Mrs. Sawyer, which recites the date of the deed of trust.

A. But Mrs. Sawyer didn't own the notes from the date of the deed of trust at all. The Title Company owned them until sometime in 1929 or 1930.

Mr. Page: We concede that the dates recited in there are correct.

By Mr. Martin:

Q. I show you a deed of bargain and sale from A. P. Grice, Trustee, carrying out foreclosure under deed of trust recited as being dated March 7th, 1927, for certain property which you can look at the description of. That property was owned by you or your wife, was it?

A. No, by me.

Q. By you personally?

A. Yes.

Q. Did you not give a deed of trust on that property prior to the supposed deed of gift?

A. Yes.

Q. And didn't your mother-in-law own the note secured on that property?

A. Prior to the deed of gift?

page 119 } Q. At any time?

A. She didn't own—the Title Company owned the notes up until 1929 or 1930.

Q. So up until 1929 or 1930 the Title Company held your note for how much?

A. \$3,400.00 originally, but it was paid down to, I think,

\$2,800.00 and Mrs. Sawyer held—I gave a note, I think, payable to Mrs. Sawyer with these notes as collateral, and that note was dated sometime in 1929 or 1930.

Q. I have a note here dated April 25th, 1930, signed by you for \$3,000.00, with some coupons, some of them not having been clipped, and one that has been clipped and fastened on, and ask you if that is not a note signed by you dated April 25th, 1930, and secured on this same property.

A. It is.

Mr. Page: Our objections, of course, go to these papers the same as the others.

The Court: All right.

By Mr. Martin:

Q. That note not being paid, the property was foreclosed, was it?

A. It was.

Q. And a deed of bargain and sale made by the trustee, Mr. Grice, to Mrs. Sawyer to help pay the note?  
page 120 } A. I presume it was. I don't know about that.  
I see a deed of bargain and sale here.

Q. Why wasn't this note included in the supposed deed of gift to your wife?

A. It was.

Q. Why then was it permitted that Mrs. Sawyer should pay this note and get the real estate if it had been delivered to your wife?

A. Mrs. Sawyer did that herself.

Q. Why didn't you and your wife stop it?

A. We didn't want to do anything to cause any further trouble than we were having at that time.

Q. You knew she was doing it, and didn't want any more trouble?

A. Didn't want any more trouble.

Q. And that was the reason you and your wife made no objection to your mother-in-law taking in the real estate under this note?

A. That is right.

Q. Although the note really belonged to your wife?

A. The note belonged to my wife.

Q. And was in possession of Mrs. Sawyer?

A. I don't know that.

Note: The deed of bargain and sale and note hereinabove referred to, were thereupon marked "Exhibit V" and "Exhibit W".



page 121 } By Mr. Martin:

Q. There was a note known as the Hamilton note, was there not?

A. Yes.

Q. The Hamilton note?

A. Yes.

Q. And Mrs. Sarah E. Sawyer brought a suit, did she not, regarding that?

A. I think she did.

Q. And you testified in that suit, did you not?

A. I did.

Q. In that suit did you, or not, testify that the note belonged to Sarah E. Sawyer?

A. I would have to hear my testimony. I don't know exactly what I did testify to. It has been sometime ago.

Mr. Page: We object to that on the ground that even if he made the statement he could not bind Mrs. Matthews.

The Court: On the same grounds.

Mr. Martin: I have the wrapper and papers here, it being in the Court of Law and Chancery.

Mr. Page: Who brought the suit?

Mr. Martin: Sarah E. Sawyer.

Mr. Page: What attorney?

Mr. Martin: W. W. Old was the attorney.

page 122 } By Mr. Martin:

Q. It was a chancery suit, was it not?

A. Yes.

Q. You were trustee in the Hamilton matter, were you not?

A. Yes.

Q. And then resigned.

A. I was. Mrs. Sawyer asked me to resign.

Q. So you were made a party to that suit as the original trustee?

A. For what purpose I don't know.

Q. But you were a party?

A. Yes.

Q. And you testified?

A. I testified.

Q. I take out of that suit and show you the answer signed by you, and marked apparently by the Clerk "Filed 1/6/34", January 6th, 1934, and ask you to look at that answer and see whether or not it is your genuine signature, signed "L. P. Matthews, Trustee"?

Mr. Page: Same objection and exception.

A. I signed this answer, but it was prepared by Mr. Old, attorney for Mrs. Sawyer.

Mr. Martin: I put it in evidence and read it to the court.

Note: The paper was thereupon read and marked "Exhibit X".

page 123 } Mr. Martin: I would like to put in evidence the papers in this case. I will not read from them. I suppose your Honor will see it was made payable to the bank instead of made payable at the bank. We will have to withdraw these court papers because they belong in the other court, but we will put them in evidence here, all of them.

Mr. Page: Put the deposition in, too.

Mr. Martin: I am going to put in a part of it. I am only going to read a little bit from it to make it sensible.

By Mr. Martin:

Q. I show you your deposition in that case, Mr. Matthews, and just call your attention to page 4 near the bottom.

A. Yes, I signed that.

Q. Signed the deposition and testified to that under oath, and among other things it said, did it not; "In whose possession were these notes from the time of the loan up to the time of delivery to Mrs. Sawyer? (A) In my possession all the time until they were delivered to Mrs. Sawyer. (Q) In your possession as the property of Mrs. Sawyer? (A) That's right. (Q) Have those notes ever been negotiated or placed as collateral? (A) They have not. The notes were held in my possession. (Q) You made the loan? Mrs. Sarah E. Sawyer gave you the \$2,000.00 to make this loan? (A) Yes.

(Q) And you made it for her behalf and held the page 124 } notes for her until they were delivered to her?

(A) I did."

A. (No response.)

Thereupon, at one-thirty P. M., a recess was taken to two-thirty P. M.

## AFTERNOON SESSION.

page 125 } Met at close of recess.

Present: Same parties as heretofore noted.

L. P. MATTHEWS,

resumes the stand for further cross examination:

Examined by Mr. Martin:

Q. In one of the exhibits already put in evidence, which is headed "This is a true statement on these four pages and I have signed same without compulsion. The money I took belonged to Sarah E. Sawyer", and says, "Trust funds misappropriated of Sarah E. Sawyer", with a long list on it, and want to get you to point out all of those you had misappropriated prior to this supposed deed of gift.

Mr. Page: I object to that. It can't possibly have anything to do with this deed of gift.

The Court: It may have something to do with it as to whether it was his property or his wife's property—Mrs. Sawyer's or his wife's. I understood there was some question as to whether it was before or after the deed of gift.

By Mr. Martin:

Q. Take the first one, Asheville, \$235.00.

A. If it was misappropriated at all it was afterwards.

Q. And the second one?

page 126 } A. The same way.

Q. The third one, Blair?

A. Blair was afterwards.

Q. And Fearing?

A. Afterwards.

Q. Moore?

A. Afterwards.

Q. And Va.?

A. I don't know what that Va. means.

Q. You don't remember about that item. Take the next, D.

W. Hamilton?

A. That is Virginia Beach lots. That was afterwards.

Q. D. W. Hamilton?

A. Afterwards.

Q. Snelling?

A. Afterwards.

Q. Dunn?

A. Afterwards.

Q. Cooper?

A. Afterwards.

Q. Cooper?

A. Before.

Q. Cooper was before?

A. Yes.

Q. Gimbert?

A. Afterwards.

page 127 } Q. Carr?

A. Afterwards.

Q. Gimbert?

A. Afterwards.

Q. Carr?

A. Afterwards.

Q. Brandenberger?

A. I didn't misappropriate the Brandenberger.

Q. Was that before or afterwards?

A. Before.

Q. Owens? That is \$700.00, Brandenberger is \$700.00.  
Owens?

A. I don't know.

Q. Wickstrom?

A. About that time.

Q. Wickstrom?

A. Before.

Q. That is \$5,000.00?

A. Yes.

Q. Baker?

A. Yes. It was not \$5,000.00 because \$3,500.00 is all the property brought.

Q. You have down here \$5,000.00 but it ought to be \$3,500.00?

A. The note was \$5,000.00.

Q. But the property brought \$3,500.00?

A. Yes.

Q. Baker?

page 128 } A. Afterwards.

Q. Furlong?

A. I think that was afterwards, but I am not sure.

Q. Hirsch?

A. Afterwards.

Q. Mann?

A. Miami.

Q. Miami?

A. Afterwards.

By the Court:

Q. What was the Furlong amount, the one he is uncertain about?

Mr. Martin: \$900.00, was it?

The Witness: Yes.

By Mr. Martin:

Q. \$900.00 on this paper?

A. Yes.

Mr. Page: What is that paper?

Col. Sands: Same objection and exception to that.

Mr. Page: We object to that on the grounds that it is dated in 1926.

The Court: What is it?

Mr. Page: Prior to this deed of gift.

Mr. Martin: It is an envelope. We expect to ask the witness to show it was in his own handwriting showing a part of this Furlong transaction was certainly before that supposed deed of gift.

The Court: I suppose the relevancy of it is to show it was some intent to get this paper for the purpose of covering up some previous transaction.

Mr. Martin: That is one of the purposes.

The Court: It is the only purpose I can figure it would be admissible for.

Mr. Martin: That is the purpose of this question, to show default prior to that time.

By Mr. Martin:

Q. I show you an envelope with your name printed on the bottom and ask you if that is not the style of envelope in which you keep clients' papers?

A. It is.

Q. This has written at the top, "Property of Sarah E. Sawyer". Whose handwriting is that in?

A. Not mine.

Q. And "Edith G. Furlong".

A. Yes.

Q. Whose handwriting is that?

A. Mine.

Q. And a credit of \$200.00, July 25th, 1928.

A. That is not mine.

page 130 } Q. That is not your handwriting?

A. No.

Q. If that is not your handwriting, I show you a note, or show you what purports to be a note dated July 28th, 1926, countersigned by L. P. Matthews, trustee, and ask you if this is not your signature and signed in the name of Edith G. Furlong? I will ask you if that is not your name as L. P. Matthews, trustee.

A. It is.

Q. On the back of that note I see "Cr." by cash July 28th, 1928, \$200.00".

A. Yes.

Q. Is that your handwriting?

A. Yes.

Q. Is that Edith G. Furlong's genuine signature or a forgery?

A. I don't care to answer that question.

Q. You mean you claim you might incriminate yourself?

A. Yes.

Q. By answering whether or not that is a forgery on that Furlong note?

A. I do.

Mr. Martin: Has your Honor ruled on that?

The Court: Yes. I sustain his objection.

Mr. Martin: We put that note in evidence.

page 131 } Note: The paper was thereupon marked "Exhibit Y".

Mr. Page: We object on the grounds heretofore stated.

By Mr. Martin:

Q. I show you a yellow sheet of paper reading, "The \$1,000.00 on Asheville property owned by Sarah E. Sawyer. I used about \$250.00 out of this money and never paid Sarah E. Sawyer back any of this money. L. P. Matthews". That is all your handwriting, is it, that I read?

A. All you read is.

Q. At the bottom there is something in pencil, "J. B. Sadler, Lindsey farm, Portsmouth, R. F. D., works in Navy Yard". That is not your handwriting?

A. No.

Mr. Martin: I put that in evidence.

Note: The paper was thereupon marked "Exhibit Z".

By Mr. Martin:

Q. I show you a deed dated the 17th day of January, 1933, between Blanche L. Matthews and L. P. Matthews, her husband, to Sarah Elizabeth Sawyer for certain property formerly in Norfolk County, now in the City of Norfolk, described in the deed, and signed Blanche L. Matthews and L. P. Matthews, acknowledged and recorded, and ask you if they are the genuine signatures of your wife and yourself.

A. They are.

page 132 } Q. To that deed?

A. Yes.

Mr. Page: We object to the introduction of this.

The Court: On the same grounds?

Mr. Page: No; on the ground that it is merely a conveyance of this property from Mrs. Matthews to her mother. It doesn't indicate what it is for, but merely says it is in consideration of \$10.00 and other valuable consideration.

Mr. Martin: We are going to show that Mrs. Sawyer had a deed of trust on this property, the note made by Mrs. Matthews herself, and the note was held by Mrs. Sawyer, and Mrs. Matthews defaulted and the property was put up and foreclosed and that Mrs. Matthews made deed to her mother, with her husband joining, to prevent the foreclosure, which is entirely inconsistent with Mrs. Matthews being the owner of the note.

The Court: And it was a note claimed—

Mr. Martin: It is a note they would claim under this deed of gift.

Mr. Page: If they can show this note was a part of the property in that lock box which was conveyed by  
page 133 } Mrs. Sawyer, it might be admissible.

The Court: I understood him to say he was going to couple it up.

Mr. Martin: I can't show, I don't think, that everything was in the lock box. It is in there now cancelled, and that is as near as we can come to showing that. It was dated prior to this supposed deed of gift.

The Court: Is in the box now?

Mr. Martin: Yes.

Mr. Page: Unless they can show it was in the box at the time of the deed of gift, at the time the deed of gift was made, and was a part of the property conveyed to Mrs. Matthews, it is inadmissible.

The Court: The fact that it is in there now is some evidence that it was there all along. I don't know who put it in there unless it was for the purpose—

The Witness: I think I can clear all of that up. That deed of trust note was among the papers that were in that box when the deed of gift was made. It is not true, as you say, that the property was put up and foreclosed. Foreclosure was never mentioned. I was trustee and I was the only one who could foreclose, so the property was not put up and foreclosed but Mrs. Sawyer wanted Mrs. Matthews page 134 } to convey it to her, and Mrs. Matthews and I, too, were perfectly willing to do anything within reason to keep peace at that time.

By Mr. Martin:

Q. It was a note for \$1,200.00?

A. It was.

Q. Made by Mrs. Matthews?

A. Yes.

Q. And it was dated prior to the supposed deed of gift?

A. It was, and included in the deed of gift.

Q. You claim it was included in the deed of gift?

A. Yes.

Q. In 1933 it was past due?

A. Yes.

Q. And the property could have been foreclosed because it was past due?

A. Well, certainly, it could have been but for the fact that Mrs. Matthews was the owner of the note.

Q. And under those circumstances Mrs. Matthews made deed to her mother as we have here?

A. Yes, Mrs. Matthews made deed to her mother, but the fact of Mrs. Matthews having owned that note after she had made it and having—after she had made out a new note, it would have released the note.

Q. Why did your wife make deed to her mother if her mother didn't own the note and Mrs. Matthews owned it herself?

A. Because Mrs. Sawyer was after us and page 135 } wanted us to do it and we did it to keep peace.

Q. And after this deed of bargain and sale was made by your wife to Mrs. Sawyer, at the same time Mrs. Sawyer released on the margin the deed of trust as holding the note, didn't she?

A. You will have to ask somebody else that. I don't know.

Q. You didn't supervise that?

A. I didn't supervise that.

Note: The deed hereinabove referred to was thereupon introduced and marked "Exhibit A-1".



By Mr. Martin:

Q. At the time this supposed deed of gift was made, I think you said that the physical securities were not in your office and you made no list of them?

A. They were in my office but I made no list of them.

Q. Where were they in your office?

A. Where were they?

Q. Yes.

A. They were brought up from the Guaranty Title & Trust Corporation.

Q. They were in a bundle, or what?

A. In a bundle.

Q. In a bundle?

A. Yes.

Q. Did Mr. Dunton look them over in any way?

A. I don't think so.

page 136 } Q. Or see them?

A. I don't think so.

Q. Who did see them?

A. I didn't open the package.

Q. Then at the time—

A. I ought to correct one statement there. I say they were brought up from the Title Company. I don't know that actually. I know they were up there and I know prior to that time they had their safe deposit vault in the Title Company. That is why I drew my conclusion they were brought up from the Title Company.

By the Court:

Q. Was this deposit box not in the Bank of Commerce but in the Guaranty Title & Trust?

A. The deposit box was opened up in the Bank of Commerce the day this deed of gift was made.

Q. But it had been—

A. The Sawyers had had their safe deposit vault in the Title Company.

Q. Up to that time?

A. Yes.

By Mr. Martin:

Q. You said something about the joint account in the bank of your wife and mother-in-law. Did your wife ever check on that joint account at all?

A. Yes.

page 137 } Q. When?

A. I don't know when.

Q. For how much?

A. I don't know how much, but I know—I remember one check of \$10.00 she gave me.

Q. Anything else besides that \$10.00?

A. I don't remember. I don't know of anything else myself.

Q. Then you said your mother-in-law was prosecuting you, I believe, did you not?

A. Did I say that?

Q. Did you, or not? Did she say she was going to prosecute you, or something of that sort?

A. I said that she had threatened to prosecute me.

Q. As a matter of fact, she didn't start any prosecution against you, did she?

A. That is a question, Mr. Martin. We take liberties with the English language. When a dog points—for instance, we say when a dog points a bird and the bird gets up and the man raises his gun and pulls the trigger that he kills the bird, but, as a matter of fact, he don't; the shot kills the bird. Mrs. Sawyer, I don't think, actually had me indicted, but she had the only evidence of that transaction that was in existence and she knew that that deed of trust was not on record and she knew that note was not a genuine note and had known it for about 18 months, and she told me she had had the title examined and the records and knew page 138 } that the deed of trust had never been put to record, consequently she had the means of having me indicted and she produced that deed of trust and note and I think, as a matter of actual fact, the Grand Jury indicted me.

Q. Didn't Mr. Prieur make complaint of the forgery of his signature to the certificate?

A. I don't know.

Q. That is one of the indictments, isn't it?

A. I think it is.

Q. For forging the signature of Mr. William Prieur, Clerk of the Corporation Court?

A. Yes, but Mr. Prieur would not have known it if Mrs. Sawyer had not produced the deed of trust.

Q. There are four indictments, are there not?

A. Yes.

Q. Two regarding matters not as to Mrs. Sawyer at all?

A. If you regard that Prieur one as not relating to Mrs. Sawyer. It is all the same transaction.

Q. At the time this supposed deed of gift was signed there was nothing in the safe deposit box in the Bank of Commerce? It has not even been rented?

A. No. They went down immediately after the signing of

the deed of gift and rented the box; that is, that was their understanding, and they went out of the office with that purpose in view, and I understood it had been carried out. That is all I know about it. I didn't go down there page 139 } with them so I don't know who rented it, how it was rented or anything of the kind.

Q. Then in 1928 you claim that your wife became the owner of various securities.

A. I do.

Q. Did your wife return any of those securities for 1929 for taxation?

A. No.

Q. Did she do it for 1930?

A. No.

Q. Did she ever do it?

A. No. Did Mrs. Sawyer?

Q. Sir?

A. Did Mrs. Sawyer?

Q. I don't think I can answer. We will answer at the proper time. She lived in Florida.

A. We will show very well about that.

Col. Sands: What was the question?

Mr. Martin: He said, "Did Mrs. Sawyer"?

By Mr. Martin:

Q. So your wife never paid any taxes on any of those?

A. No.

Mr. Martin: He is with you.

#### RE-DIRECT EXAMINATION.

page 140 } By Col. Sands:

Q. Mr. Matthews, in connection with the property which was actually in the box, did you know on the date of this deed what property was going to be put in that box?

A. I knew that all of Mrs. Sawyer's personal property was going to be put in the box. That was the talk in the office and that was the understanding, and that was the way the transaction was going to be carried out.

Q. Now, Mr. Martin has shown you four papers. I have three of them here, Exhibits A, C and D. I can't put my hands on B now. Will you tell the court the circumstances under which those papers were obtained from you by Mrs. Sawyer?

A. Yes.

Q. In detail.

A. As I stated in the beginning, when Mrs. Sawyer first came back here I told her the extent to which I was involved and she was more or less friendly. She was—appeared to be willing to do what she could to help the situation and enable me to work out my own salvation, for her and my family. As the days—the weeks came she progressively became more antagonistic all the time and she got so she would come up to my office about two or three times a week and sit in the office and fuss for two or three hours at the time; and in the beginning she told me that she was not going to take any—not going to consent to take any criminal action, that she was going to let me work it out. I owed her some interest that I could not pay. She told me page 141. } she would let me work it out, and I was going to agree to give her a room in the hotel and give her her board, and board and room of Mr. Sawyer, and a little bit later she wanted me to agree to give her \$50.00 a month in addition, and we did give her \$50.00 a month and gave her her room and board and room and board of her husband until we lost the hotel and we could not keep it up any longer. Now, when this paper was made here Mrs. Sawyer came up to my office and wanted me to write out all of these loans, making a list of them, and she says, “Now, if I am going to carry along with you I want you to sign what I tell you to sign”, and she is the one that dictated the statements that went on here.

Q. Then these papers which show they were signed without compulsion, I believe is the language—

A. Yes.

Q. When you say you signed without compulsion, was that true?

A. No, it was not true. It was not true at all. I was signing it because I understood if I would do this that she would let me alone and let me work my salvation out.

Q. Did Mrs. Matthews ever authorize you to make those statements or know that you had made them, or any other incriminating statements?

A. No, indeed, she didn't know anything about it.

Q. Did you misappropriate any funds?

A. I beg your pardon?

page 142 } Q. Did you misappropriate any funds?

A. Yes.

Q. Why did Mrs. Matthews sign this deed which was offered in evidence a few moments ago?

A. For the same reason that I signed these papers here, and it was to keep peace.

Q. Would you have done pretty much anything at that time to have kept peace?

A. I would have surrendered everything on earth I had and I believe Mrs. Matthews would have done the same thing if we had been assured that we would be let alone.

Q. Did you at that time believe you would be let alone if and when you signed these papers you have in your hand?

A. I certainly did.

Q. But it was after that time, was it not, that she required you to sign the paper which we introduced this morning which was signed in Mr. Old's office?

A. Oh, yes, more than a year after this, I think.

Col. Sands: That is all.

The Witness: There is one explanation I want to make, your Honor, with regard to the testimony I gave in the Hamilton matter in that suit.

By the Court:

Q. That came up this morning?

A. Yes. That note, as stated in the papers page 143 } there, and as stated in my answer, was made in my office, and the note was made payable to the Norfolk National Bank of Commerce & Trusts instead of being made payable to bearer at the Norfolk National Bank of Commerce & Trusts.

Q. I understood that.

A. And the suit Mr. Old brought was nothing more or less than to correct that one typographical error. Suit was brought by Mr. Old in Mrs. Sawyer's name. I had already signed a statement that I would not, if any suit was brought against me, use or seek to use this deed of gift as a defense to any suit that might be brought, and I knew that if I testified that the money or note belonged to Mrs. Matthews instead of Mrs. Sawyer it would bring up the whole situation again and furthermore would throw out the suit because she would have to bring another suit. It had been brought in the name of Mrs. Sawyer, and if she didn't own the note the suit would fall through, and since nobody could be hurt—the National Bank of Commerce never put up any of the money and nobody could be hurt, and if the money belonged to Mrs. Sawyer, under the deed of gift it would revert to Mrs. Matthews any way under the deed of gift and I saw no particular reason in making the statement.

RE-CROSS EXAMINATION.

By Mr. Martin:

Q. I understand you to say that in the Hamilton page 144 } ton matter, in the Hamilton suit, you testified under oath to what you knew was false?

A. I testified as I stated there and under the circumstances in which I stated it.

Q. Although you knew at the time that what you said was false and suit would be thrown out if you told the truth?

A. I knew if I stated the paper belonged to Mrs. Matthews that the suit would be thrown out and would have to be brought over again. It was simply a technical matter, a matter of form to correct the deed of trust.

Q. You speak of one of the yellow sheets of paper which I call back to your attention, which is in pencil, and says, "Trust funds misappropriated of Sarah E. Sawyer". That is in pencil with the list you have here. That was written by you, the pencil part, in 1932, was it not?

A. Yes.

Q. And there is in ink on the side of it here, "Norfolk, Virginia, November 2nd, 1932". You put that date in ink on it at that time, didn't you?

A. I think so.

Q. And at the top of it there is an ink memorandum, "This is a true statement on these four pages and I have signed same without compulsion. This money I took belonged to Sarah E. Sawyer". Was that written in 1932 also?

A. Yes.

Q. On these other sheets, for instance, the one page 145 } headed September 24th, 1932, there are two inks distinctly?

A. Yes.

Q. One change of ink, I notice, is: "I gave Mrs. Sawyer a note signed by me for \$1,200.00. This note is not good. I signed Mrs. Furlong's name."

A. Mrs. Sawyer dictated that to me and practically made me sign it.

Q. Was that in 1932 you wrote it on and in Mr. Old's office?

A. In 1933? I don't think it was in Mr. Old's office, but after the other notations had been made.

Q. It was before that date, but you don't know where it was given, what place?

A. I can't remember.

Q. There are several other memoranda in different ink; for instance, on the same page there is one regarding Eliza-

beth Baker, \$1,250.00, in different ink, "At that time this note belonged to Sarah E. Sawyer. I have never paid Mrs. Sawyer any money on this note". That was signed in 1932 and not on the same day?

A. No.

Q. You don't know where it was signed?

A. I don't know whether it was signed in Mr. Old's office, or not, but I know she came back there and wanted me to put the notation on it.

Q. And the same is true with anything else—

A. Anything else in different kinds of ink.

page 146 } Q. On any of those pages?

A. Yes.

By Col. Sands:

Q. You put on there what she wanted?

A. I beg your pardon?

Q. You put on there what she wanted?

A. What she asked me to put on there, yes.

Mr. Martin: I put in evidence, may it please the court, the marginal release of Mrs. Sawyer we referred to. I guess it is the most appropriate place to put it in. I will give reference to the marginal release, being on page 110 of Deed Book No. 297-A of the Corporation Court of the City of Norfolk, "Released by Sarah E. Sawyer on the 25th of January, 1933, Sarah E. Sawyer". I put it in evidence and we can copy it in if necessary. He is with you.

MRS. BLANCHE L. MATTHEWS,  
the complainant, being first duly sworn, testified as follows:

Examined by Col. Sands:

Q. Your name is Blanche L. Matthews.

page 147 } A. Yes.

Q. You are the complainant in this suit?

A. I am.

Q. Talk loud so the Judge can hear you as well as the stenographer.

A. I am.

Q. You are the wife of L. P. Matthews?

A. Yes.

Q. What relation is Sarah Elizabeth Sawyer, the principal defendant, to you?

A. She is my mother.

Q. Your mother?

A. Yes.

Q. Where did your grandmother live during her life time?

A. My grandmother?

Q. Yes.

A. Until I was six years old she lived in a little village, in Glenallen, and when I was six years old she moved to Chicago.

Q. Chicago?

A. Yes.

Q. What other relations have you, aunts or uncles?

A. I have one uncle and an aunt, my mother's brother and sister, who are here in court with me.

Q. These folks sitting back here?

A. Yes.

page 148 } Q. They, together with Mrs. Sawyer, constitute the entire family?

A. Yes.

Q. When did you first come to Norfolk, Mrs. Matthews?

A. May I ask you the question was the Exposition in 1907?

Q. Yes.

A. 1907.

Q. When were you married to Mr. Matthews?

A. In 1913. I have been married 20 years.

Q. Have you been living in Norfolk ever since?

A. Yes.

Q. Before you came to Norfolk did you live with your mother?

A. Part of the time. I was born in my grandmother's house and live with her until my mother married my step-father and then I lived part of the time with her and when I was—then I came to Norfolk in 1907 and my uncle, my mother's brother, put me in a boarding school and educated me, and from then until 1917, four years, they clothed me and educated me.

Q. Did Mrs. Sawyer visit you at your home here in Norfolk?

A. After I was married?

Q. Yes.

A. Yes.

Q. Frequently?

A. I married Mr. Matthews in 1913 and then she visited me right afterwards.

Q. Visited you frequently?

page 149 } A. Yes.

Q. Did these visits continue frequently up to

1932?

A. Oh, yes. Every time she would come back from the



mountains she would come and visit me, and she had my son, Preston, up at the mountains every summer spending the summer with her when he was a young boy.

Q. Were your relations with her friendly?

A. Very.

Q. As a daughter to her mother?

A. Yes.

Q. At that time?

A. Yes.

Q. How long did they continue friendly?

A. Until Mr. Matthews told us this in September a year ago, a year ago last September.

A. Yes.

Q. September, 1932, then?

A. Yes.

Q. When was your first knowledge that there had been any mishandling of any of these funds?

A. In September of 1932.

Q. Did the information come to you at the same time it came to Mrs. Sawyer?

A. The same morning.

Q. Where were you living at that time?

page 150 }

A. At the Preston Hotel.

Q. Prior to that, in November of 1928, she made a deed to you conveying to you all of the personalty which she at that time possessed, didn't she?

A. She did.

Q. Is this deed—

Mr. Martin: That is not what the deed says.

By Col. Sands:

Q. Is this the deed of gift which has been offered in evidence marked Exhibit P-7?

A. Yes.

Mr. Martin: I state that is not what it purports to do. It only purports to convey the stuff in the box.

Col. Sands: In the box at that time or put in the box later.

By Col. Sands:

Q. Was this made at your suggestion, Mrs. Matthews?

A. It was not.

Q. At whose suggestion was this?

A. My mother's.

Q. Did your mother discuss the matter with you or in your presence before the actual drawing of this paper?

A. She discussed it at the house once.

Q. Did she state why she wanted to make this deed to you?

A. Yes, she did.

page 151 } Q. Why?

A. Because she said she wanted it so that my stepfather's children could not get one penny of money after she died. She wanted to convey it to me at that time so that it would be secure with me.

Q. And she wanted the income from the estate to come to her?

A. Yes.

Q. And also for you to pay a certain amount to your stepfather in the event of her death?

A. Yes.

Q. Had you ever handled any of the properties of hers before that time? Had you had anything to do with any of the notes or bonds that she owned?

A. No, I had not.

Q. After this deed was signed in Mr. Matthews' office, what happened to it?

A. She and I went down and went in the safe deposit vault and opened the box and put the deed in it.

Q. After this was signed and laid on the table or desk, as I assume it was, did it come in your possession?

A. It did.

Q. By whom?

A. My mother gave it to me.

Q. Mrs. Sawyer?

A. Yes. I distinctly remember sitting there  
page 152 } reading the deed of gift and I was sitting on the righthand side of Mr. Matthews. My mother was at the back of the desk and Mr. Dunton was standing at the back, and I was sitting on the righthand side of him reading the deed of gift.

Q. Do you recall whether or not it was handed to you at that time?

A. It was handed to me across the desk. She was on the other side.

Q. Then you and Mrs. Sawyer went downstairs in the bank?

A. Immediately.

Q. Just you two?

A. Just us.

Q. Where did you go in the bank?

A. Down where the safe deposit vaults were.

Q. Did she take you down there or did you take her?

A. She took me.

Q. Were you known in the bank to the bank officials?

A. Why—

Q. Were you known to them?

A. I knew a teller.

Q. Were you introduced to them or did you already know them?

A. You mean the safe deposit people?

Q. Yes.

A. No, I didn't know them.

Q. Were you introduced to the officer in charge of the safe deposit vaults?

page 153 } A. Yes.

Q. By whom?

A. By my mother.

Q. Was a box rented, a safe deposit box rented?

A. Yes.

Q. Was that the same day this deed was executed?

A. Yes; immediately afterwards.

Q. What happened after the box was rented?

A. Why, we went in a little room and my mother had the securities and we went all through all of the securities that she had and looked them all over and put the securities with that deed of gift in the box.

Q. Did she make up a list or notation of what those securities were?

A. She made some notations there and afterwards, whether the next day or a few days afterwards, she made a big list upstairs in our room on Hanover Avenue. She added them up and said, "Now, Blanche, there is approximately \$100,000.00 of securities, including real estate".

Q. Including the real estate?

A. Yes.

Q. Did you make a list yourself when you were down in the deposit vault?

A. No, I didn't.

Q. Were you given a key to the deposit box?

A. Yes.

page 154 } Q. Were you given the power and the right to go in there whenever you felt like it?

A. Certainly.

Q. Did you have to have Mrs. Sawyer along in order to go in the deposit box?

A. No.

Q. Or to get anything out of it?

A. No.

Q. Was this deed which I hold in my hand, marked Exhibit P-7, placed in that deposit box that day?

A. It was placed in that deposit box that day.

Q. It was?

A. Yes.

Q. Do you recall which one of you placed it in there?

A. I could not say. I don't know who it was placed it in there that day. We had it between the two of us and it went in there with all the papers in that box.

Q. Do you remember when it was taken out?

A. I don't know.

Q. Did you ever take it out?

A. I did not.

Q. Did you have a right to go to that box the next day or any other time and remove everything from it?

A. I could have gone there that afternoon and removed everything from it if I had wanted to.

Q. Did you permit your mother to handle these page 155 } securities and bonds for you?

A. I certainly did.

Q. She had been handling them up to that time?

A. She had always handled them. I knew nothing in the world about business. I had never had any occasion to take care of any business, and she had been handling them, and she gave them to me and she wanted me to have them, and she and Mr. Matthews took care of them, continued to take care of them.

Q. Mr. Matthews, your husband was working as her attorney?

A. Yes. I can't conceive why my mother sits there and laughs at me all the time.

Col. Sands: I think we can cure that situation.

Mr. Martin: To the best of my belief, there has been no laughing, may it please the court. I don't know. I don't think Col. Sands ought to stand between her and the witness.

By Col. Sands:

Q. Mrs. Matthews, you say Mrs. Sawyer made a list of those properties after she got home?

A. Yes, she did.

Q. On a large sheet of paper?

A. Yes.

Q. Have you that sheet of paper?

A. No, I haven't.

Q. Have you ever seen it since?

page 156 } A. No, and never talked about it since.

Q. Did you have any objection to her, your

mother, receiving the principal of those loans as they came due and converting them into other securities?

A. Of course not because she had continually made the loans before and it is natural that she would keep on making them. I had no reason to object to her making them. She gave them to me and wanted me to have them.

Q. You are not entitled to any of the income anyway?

A. No.

Q. All of that went to her?

A. Yes.

Q. As long as she lived?

A. Yes.

Q. Did you ever raise any objection to her taking any of those bonds or notes out of the safe deposit box?

A. When, do you mean.

Q. Did you ever raise any objection?

A. I didn't know that she had taken any out.

Q. She had free access to the box, as I understand it?

A. Yes, absolutely.

Q. Because it was as much to her interest as it was to your interest?

A. Why, certainly. She said she wanted to accumulate money and keep it in there.

Q. Now, in 1932, when she came back from Tup-  
page 157 } per Lake and L. P. had this conversation at the  
Preston Hotel, did her attitude change towards  
you?

A. Yes, changed. At first, for a little while, she was thoroughly agreeable, and then she just turned to hate me.

Q. To hate you?

A. Yes, absolutely to hate me. I can't conceive of any mother turning towards a child as she has turned towards me.

Q. How did she express that feeling towards you?

A. She fussed all the time. She would come in three times a day and fuss continually and just—it is almost impossible to tell you everything that happened, and I am just telling you a few of the things that happened. She told me at one time that I was just as much to blame for this transaction as my husband and that she was going to put me behind the bars with my husband. That is one statement she made to me. Another statement she—years back, for years back I have been subject to heart attacks. I was having perhaps one a year, and when I went down to the hotel I was doing a man's work and it was hard work—

Q. Doing a man's work?

A. Yes, doing a man's work, and it was hard work, and from the time I went down there and took charge, from May until September, I had not had a heart attack. When my mother came in and started all of this trouble I began having one or two a week, and one time I had one in the lobby of the hotel and Mr. Simpson was out there—he used to be manager of the hotel—he and somebody else practically carried me back to the room and laid me out on the couch. My mother and father came in at that time for their breakfast and never looked at me or asked me how I felt. Mr. Simpson was very much frightened because I had had a severe attack. He had sent a porter up to find Mr. Matthews and to bring him back. My mother and father came in and sat down at breakfast and never asked me how I felt or tried to give me anything to bring me to.

Q. What was her attitude towards your child, your boy?

A. She turned against him. I remember one night she was down there fussing with us, and finally she went out and when she did she banged the door so that the people on the third floor told me they heard it, and it was most embarrassing to try to run the hotel with all of that fussing and commotion in there for the guests to hear. I was trying to conduct it in as dignified manner as I could and trying to overcome such matters. When she went out she banged the door and went down a few steps and came back and opened the door and banged it again and went out again and came back and at that time I grabbed the door and opened it and said, "Mother, why can't you act like a lady?" She started all over again and began saying the worst kind of things. It didn't make any difference what she said; and then my son, Preston, was standing at the back of the room and said, "Grandmother, why don't you act like a lady?" and she hauled off and smacked his face with all the power she had.

I am stating that to the court to show you how I had to live, and lived through this eternal hell all the time.

Q. Did you continue to eat your meals with her?

A. She had her meals with us until Christmas.

Q. Christmas of 1932?

A. Yes. My stepfather was sick and I was sending a tray up to her, and my girl had gone and my mother requested to have the tray sent up to her, too. I did and soon after that, after my girl had come back, she requested that they come back and eat with us and she told her she wanted the meals sent up and we had to send them, and I could not go through with the trouble and the eternal fussing three times a day and do my work.

Q. What effect did that have on your health?

A. I will tell you I was having heart attacks continuously, and after she went upstairs I got better. When I could get away from it I felt better. I felt better when I could get away from it. There is something else I will tell the court. I didn't want to tell it. I hesitated and was not going to tell it until now. She had driven me so nearly crazy that during the months of 1932 I went in our little kitchen and turned the gas on. My son had gone over to his father's office and said he forgot something on the way over and he came back and they found me and brought me out in the lobby in the hotel and I said that I was going to end it, that I would not live through it, and it didn't make any difference what they told me, and I was going to end it. Mr. Matthews told me, "If you continue to do this way I am going to put you in a sanitarium".

Q. During the latter part of 1933 did anyone request you to sign a release of this deed of gift?

A. When was that?

Q. During the latter part of 1933 were you asked to sign that paper marked Exhibit P-5?

A. Yes, I was.

Q. Did you receive on or about the same time a registered letter from Mrs. Sawyer dated November 1st, 1933, which is filed with the bill of complaint marked Exhibit P-4?

A. I did.

Q. Is this the registered letter which you received?

A. Yes.

Col. Sands: I would like to read this letter.

Note: The letter was thereupon read.

By Col. Sands:

Q. That was the letter which you received from her?

A. Yes.

Q. Did you receive another letter from Mr. W. W. Old, her attorney, dated January 10th, 1934, which is this letter I hand you?

A. Yes.

page 161 } Note: The letter was read.

By Col. Sands:

Q. That was the letter which you received from her?

A. Yes.

Q. Did you receive another letter from Mr. W. W. Old, her

attorney, dated January 10th, 1934, which is this letter I hand you?

A. Yes.

Note: The letter was thereupon read.

Col. Sands: I file that as Exhibit P-10.

By Col. Sands:

Q. Mr. Old told you what he wanted to see you about?

A. He wanted me to sign that paper that he had prepared.

Q. Which is the paper marked P-5?

A. Yes. He wanted me to sign that.

Q. Did you go down to see Mr. Old at his office?

A. Yes, I went down twice. The first time he spent considerable time trying to explain to me that it would be better for me to sign it, that he thought it would be better for Mr. Matthews and for all concerned if I would sign it, and to use his own words, "I am not threatening you, Mrs. Matthews. If you don't sign it I will have to bring suit against you".

Q. Did he say anything about L. P.?

A. He said if I didn't sign it it would be very embarrassing for Mr. Matthews?

Q. Mr. Matthews?

A. Yes.

page 162 } Q. Did you sign it?

A. I didn't. I was down there twice. I went down first and then I told him at the time I could not sign it without consulting somebody, and I consulted Mr. Holland.

Q. Mr. Holland?

A. And he advised me not to sign it. I had Mr. Holland on one side begging me not to sign and it and Mr. Matthews on the other begging me to sign it, but I didn't sign it.

Q. I hand you two papers, marked P-1 and P-2, and ask you if they are letters, copies of letters, signed by you and sent to Mrs. Sarah Elizabeth Sawyer and Mr. E. C. Sawyer, respectively?

A. Yes.

Q. I hand you paper marked P-3 and ask you if that is a letter which you received or which was handed to you and signed by Mr. E. C. Sawyer.

A. Yes.

Q. Did you ever authorize your husband, Mr. L. P. Matthews, to make any statement or give any statement to Mrs. Sawyer or to her attorneys with reference to any release of your rights under this deed of gift?



A. I did not.

Q. Were you asked for the key to the safe deposit box by Mrs. Sawyer?

A. I was.

Q. Approximately when was that?

page 163 } A. It was in the fall of 1932. She asked me if I had the key to the box and I said yes, and she said, "Will you let me have it?" and I gave it to her.

Q. You gave her the key when she asked for it?

A. Yes.

Q. You had had it for four years?

A. Yes.

Q. During that time had you had occasion to go in the box?

A. I had been in the box several times, but I had no reason to know, when she asked me for the key, that she was going to cancel the box. I never dreamed of it. She simply asked me for the key and I gave it to her. I didn't go in the box very often and I didn't know until after it was cancelled that it had been cancelled.

Q. Did she tell you what she wanted with it when she asked you for it?

A. No. She just asked me for the key.

Q. Did you know afterwards in fact that the box had been cancelled?

A. I didn't know it until recently.

Q. Why should you have let her have your key, Mrs. Matthews, when she had a key of her own?

A. Perhaps she had lost it; I didn't know. She asked me for it. At that time, as I said before, she was fussing and fussing with me. Anything I could do to do as she said, I would do it.

page 164 } Q. You have heard your husband testify that at that time he was in a state of mind where he was willing to do anything to keep peace?

A. I was, too. I tried to do anything and everything possible I could. Anything I could do to keep peace in the family is all I wanted.

Q. When you were trying to do everything you could to pacify Mrs. Sawyer, did you realize that she had it within her power to jeopardize your husband's practice of the law?

A. Yes, I did. Of course, I did.

Q. After he had told her in 1932, you mean?

A. Yes.

Q. What had been done?

A. Yes. She would repeatedly embarrass us in front of

everybody else, my children and everybody, and just say things and do things just to embarrass us.

# CROSS EXAMINATION.

By Mr. Martin:

Q. Have you ever drawn a will yourself?

A. I have not.

Q. You knew your husband was totally insolvent, didn't you, and you know it now?

A. I know it now, yes.

Q. Didn't you know, if you owned all of this property, that your husband would have gotten a slice out of it  
page 165 } in case of her death and his creditors would get it?

A. I had not thought about it.

Q. He is a lawyer and you had not thought of that?

A. No.

Q. Did you ever give in any of those notes for taxation?

A. I didn't know they were supposed to be taxed.

Q. Didn't you tell Mr. Old that there was no consideration and you didn't claim any of those properties in his office?

A. I did not.

Q. Didn't you tell him that in substance?

A. I did not. That I didn't claim any right to this property?

Q. Yes.

A. How could I tell him that when he was sitting on one side of the desk telling me to sign my rights away?

Q. If you were willing to do anything for peace, why did you not sign it?

A. I would have signed it a year ago, any time back there, but when my mother had threatened my husband continually, and continually kept threatening him, and when she had this indictment brought I would not sign it.

Q. Didn't you tell Mr. Old that you were not claiming the property but you were not going to sign the release unless he and your mother would guarantee that Mr. Matthews would not be prosecuted?

A. I asked him if I signed, in his office, would  
page 166 } he guarantee that there would be—everything would be settled with my husband, and he said he could not guarantee it.

Q. You gave up your key in 1932 to the safe deposit box which your mother had in your joint names?

A. She asked me for it and I let her have it.

Q. And have never had a key to it since?

A. No. I had enough trouble without having two keys.

Q. Prior to that date, when you had a key, how many times did you go to the box?

A. I could not tell you.

Q. Twice?

A. I will have to look it up on the record.

Q. Did you ever take anything out of the box?

A. I did.

Q. Do you know what?

A. I took coupons Mr. Matthews would tell me we needed.

Q. Coupons for interest?

A. Yes.

Q. Was that done by your mother's direction?

A. My husband's or my mother's. They were both handling it.

Q. Didn't you write your mother you would not go in her box unless she gave you authority so to do? I show you a letter signed by you dated September 2nd, 1932, and call your attention to the latter part of it or the middle part of it, the part right here.

page 167 } A. I don't know what you mean.

Q. I will read it to you.

Mr. Page: Read it to her, Mr. Martin.

Mr. Martin: "I gave Pres your letter to read this noon with your August statement enclosed and he said he would write to you this afternoon and tell you to have me get some papers out of your box before he could collect some money. I don't understand all this but when you get this letter please tell me what to do. I am not going to your box unless you tell me to."

By Mr. Martin:

Q. Is that your handwriting?

A. That is my handwriting, but that doesn't necessarily say I could not go to her box.

Q. That is a genuine letter, is it not?

A. That is a genuine letter. I had access to the box at all times and at any time, but knowing that my mother didn't want me to do anything I tried to do as she wanted.

Q. Did you ever get any of the principal from any of those papers that you claim, notes, bonds or whatnot?

A. Principal?

Q. Yes.

A. I never got any of it.

Q. Either principal or interest.

page 168 } A. There was never any understanding that I was going to take any interest. Interest was to go to my mother and the principal was to accumulate, to accumulate for mortgages and notes in the box.

Q. You never got any of either the interest or principal?

A. No. I never expected to take any of it. It was to accumulate so she could get the interest.

Q. After you gave your mother the key in 1932 and had no key whatever to the box, you never claimed it back from her, did you, the key?

A. No, I didn't. As I told you before, I had so much on my mind at that time that I never thought about the key.

Q. You say you had so much on your mind. Your mother had charged your husband with being a defaulter of a large amount and that worried you very much?

A. Yes.

Q. That is what you referred to as your trouble?

A. I was referring to everything and I didn't see how I could live through with it, and then my mother turned against me and I the only child, and accused me of embezzling this money. She said, "I am going to put you behind the bars with your husband", and I am just as innocent of it as I can be. I knew nothing about it until 1932, 1932, I think it was.

Q. I think you told the court, Mrs. Matthews, that Mr. Old told you unless you signed the release that your mother would have to bring suit against you to clear up the  
page 169 } matter?

A. Yes.

Q. Then you brought this suit against your mother?

A. Yes, I did. I will tell the court why. I said that so long as I could get some little peace I was not going to institute suit against my mother. I thought perhaps I wouldn't have to have suit, and when this indictment came up, the time it came up I felt that my mother would have one little spark of human kindness left in her heart for me as her daughter and not subject me and my son to the embarrassment she did. I can't conceive of it. I can't conceive of a mother doing that to her daughter; so my mother brought this indictment when she knew when she brought this indictment that she could not get a cent of money back, and that goes to show her feeling for me.

Q. You brought suit after the indictment?

A. I brought suit after the indictment.

Q. After this indictment, was it?

A. The first indictment was brought on the 1st of March, on Monday, and I brought this suit on Tuesday. After they

came out I went up to Col. Sands and Archie Page and they advised me about my rights and I left the matter in their hands.

Q. And that was the first time you had taken any legal advice at all, from Mr. Holland and your husband?

A. In this case, you mean?

Q. Yes.

page 170 } A. Yes.

Mr. Martin: That is all.

Mr. Page: With the exception of Mr. Coleman, and we reserve the right to put him on later, that is our case.

Col. Sands: I imagine Mr. Martin is going to put him on anyway.

The Court: Can he come this afternoon?

Col. Sands: He said he would come if a subpoena was issued.

Mr. Martin: They may put him on if I don't. Will your Honor please adjourn for five minutes so that I may 'phone for some witnesses? This has stopped earlier than I expected.

Note: At the expiration of a short recess the case continued.

page 171 } MRS. JULIA A. McCOURT,  
sworn on behalf of the defendants, testified as follows:

Examined by Mr. Martin:

Q. What is your name and occupation?

A. Julia A. McCourt, deputy clerk of the Corporation Court.

Q. As deputy clerk you take deeds for record, do you not?

A. Yes.

Mr. Page: We object to the introduction of that deed on the ground that it is immaterial and irrelevant in the case, and save the point.

By Mr. Martin:

Q. I show you what purports to be a deed dated the 2nd day of December, 1929, between D. T. Dunn, unmarried, and L. P. Matthews, Trustee, which bears on the back of it, "Admitted to record this 2nd day of December, 1929, recorded in Deed Book 306, page 84, and examined W. L. Prieur, Clerk,

by J. A. McCourt, Dy''. I want to know whether that is your signature, or not?

A. No, it is not.

Q. Is any of the writing on the back of that deed yours?

A. No.

Mr. Martin: I put that in evidence.

Note: The paper was thereupon marked "Exhibit 1".

Mr. Martin: The witness is with you.

Mr. Page: No questions.

page 172 } W. L. PRIEUR, JR.,  
sworn on behalf of the defendants, testified as follows:

Mr. Page: The same objection to this testimony, if your Honor pleases.

Examined by Mr. Martin:

Q. Tell the court your name, age and occupation, please, sir.

A. W. L. Prieur, Jr., Clerk of the Corporation Court, 42 years of age.

Q. You have been clerk for a number of years, have you not?

A. Since 1925.

Q. Regarding the deed of trust which Mrs. McCourt just said she had not written anything on the back of, you have seen that deed before?

A. Yes.

Q. Was or was it not called to your attention about the supposed forgery of your deputy's signature?

A. It was, sir.

Q. When you discovered that did you, or not, take hold of the matter to have Mr. Matthews prosecuted?

A. The matter was brought to my attention by Mrs. Sawyer who came in the office and was trying to examine it to see whether some notes she had were properly of record, and she showed me this deed and it was so palpably wrong on its face; for instance, this 306 Deed Book, we haven't any book numbered 306, but it is 300-A-C- or D. The signature thereto that purports to be mine, leaves off the "Jr.", and that of Mrs. McCourt is not her signature. When this matter came to my attention I kept

page 173 }

Mrs. Sawyer in the office and called the Commonwealth's office, the Commonwealth's Attorney's office, and brought the matter to his attention in that way.

Q. And she was in there with that paper trying to find a record on it?

A. Yes.

Q. And you were trying to aid her originally in finding it?

A. Yes.

Q. As far as you know, is that the first that happened to bring the prosecution to begin?

A. As far as I know, sir.

Mr. Martin: He is with you.

Mr. Page: No questions.

By Mr. Martin:

Q. About when was that roughly, Mr. Prieur?

A. Approximately, I should say, three months ago.

D. T. DUNN,

sworn on behalf of the defendants, testified as follows:

page 174 } Examined by Mr. Martin:

Q. Mr. Dunn, tell the court your name, where you live, and occupation?

A. D. T. Dunn, occupation real estate agent, 204 Arcade Building.

Q. I show you the deed of trust I have just shown the other witness—

Col. Sands: Same objection and exception, your Honor.

By Mr. Martin:

Q. (Continuing) dated the 2nd of December, 1929, purporting to be signed by D. T. Dunn. Is that your signature, or not?

A. No, sir.

Q. Did anybody sign that by your authority or knowledge?

A. No, sir.

Q. I also show you a note dated November 30th, 1929, on the edge of which is, "I hereby certify, that this note is the note described in the deed of trust mentioned in this note", and signed with the name of D. T. Dunn, as well as D. T. Dunn on two interest coupons here. Are any of those three signatures, to the note and the interest coupons, your signatures?

A. No.

Q. Were they ever put there by your authority in any way?

A. No, sir.

Mr. Martin: I put that note in evidence.

Note: The paper was thereupon marked "Exhibit 2".

page 175 } Col. Sands.: Same objection and exception.

S. BURNELL BRAGG,  
sworn on behalf of the defendants, testified as follows:

Examined by Mr. Martin:

Q. Mr. Bragg, state your name, age and occupation, please.

A. S. Burnell Bragg, attorney at law, 52.

Q. How long have you been practicing?

A. Since 1906.

Q. In Norfolk all of that time?

A. Yes.

Q. You are Vice-president of the Bar Association?

A. Vice-president of the Bar Association.

Q. Do you know Mr. Matthews, L. P. Matthews?

A. I have known him since I came to the Bar.

Mr. Page: We object to this. It has nothing to do with Mrs. Matthews; and we save the point.

The Witness: I have known him since I came to the Bar in 1906.

By Mr. Martin:

Q. Can you tell the court his reputation for truth and veracity?

A. I never heard Mr. Matthews' reputation dis-  
page 176 } cussed.

Mr. Page: We object and save the point.

The Court: I understand it is as to the credibility of the witness.

A. (Continuing) Until I had been unfortunate enough to be put on the Grievance Committee. At that time some charges were brought against him.

Mr. Page: The only thing they can show in connection with



a man's reputation for truth and veracity is his general reputation. This is a specific charge.

Mr. Martin: That is what I am going to prove, that his general reputation today is terrible.

The Court: Yes.

The Witness: Since that time I have heard it discussed among the Bar.

By Mr. Martin:

Q. Is it good or bad?

A. I wouldn't say it is good.

Q. What would you say it is?

A. Bad.

Mr. Page: I don't want you to leave, Mr. Bragg. You may stand down now, but I may want to call you.

Mr. Martin: I want to recall Mr. Matthews page 177 } just a moment.

L. P. MATTHEWS,

recalled by counsel for the defendants, testified as follows:

Examined by Mr. Martin:

Q. Mr. Matthews, Mr. Sawyer, the wife of Sarah E. Sawyer, is an old gentleman 81 years old, is he not?

A. Mr. Sawyer, the wife of—

Q. The husband of Mrs. Sawyer, the old gentleman who sits here, is 81 years old?

A. Yes. I don't know how old he is, but that is Mr. Sawyer.

Col. Sands: Same objection to this, if your Honor please, and exception.

By Mr. Martin:

Q. Here are four more papers I didn't put in this morning, statement for July, 1930, Sarah E. Sawyer, January, 1930, November, 1929, and December, 1929. They are all statements rendered by you to Mrs. Sawyer, are they not?

A. Yes.

Mr. Martin: I put them in evidence.

Note: The papers were thereupon marked "Exhibit 3", "Exhibit 4", "Exhibit 5", and "Exhibit 6".

By Mr. Martin:

Q. On the note I asked Mr. Dunn about a few page 178 } minutes ago, there is on the margin "I hereby certify that this note is the note described in the deed of trust mentioned in this note, L. P. Matthews". Is that your signature?

A. It is.

Q. On the back of the deed of trust we have put in evidence is, "W. L. Prieur, by J. A. McCourt, Dy." Is that written by you?

A. I refuse to answer.

Q. Because of privilege?

A. Yes.

Q. It might incriminate?

A. Yes.

The Court: I sustain the objection.

Mr. Martin: He is with you.

Mr. Page: Stand down.

By Mr. Martin:

Q. Here is another statement. That is on a separate sheet?

A. Yes, sir.

Mr. Martin: Another Another statement I put in evidence is paper headed "Statement of Hathaway case".

Note: The paper was thereupon marked "Exhibit 7".

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L. H. SIMPSON,

sworn on behalf of the defendants, testified as follows:

Examined by Mr. Martin:

Q. Mr. Simpson, state your name, age and occupation.

A. L. H. Simpson, 56, manager of the Hotel Preston.

Q. How long have you been manager of the Hotel Preston?

A. Five years.

Q. I show you a paper which is marked on the back "Bill of Sale", heretofore put in evidence in this case, dated the 7th of November, 1928, and marked on the front three times, "Void", and on the second page marked "Void", and on the back marked "Void", and ask you if you have ever seen that paper before.

A. Yes, sir.

Q. Tell us when, under what circumstances, and what happened when you saw it.

A. This was in November, 1932. I was down in Mrs. Sawyer's room one night and she was discussing how Mr. Matthews had treated her and she said, "To show you what a mother I have been to them", and she goes and gets this will out of the closet.

By Mr. Page:

Q. Who was present at the time?

A. Mr. and Mrs. Sawyer and myself.

Mr. Page: We object unless Mrs. Matthews or Mr. Matthews was present. It is a self-serving declaration and would not be admissible.

page 180 } The Court: Self-serving?

Mr. Page: He is undertaking to testify that Mrs. Sawyer, in her room, in his presence and in the presence of her husband, told him that was a will.

The Court: I don't know about the will.

Mr. Martin: We are going to show by this witness that the claim that this was represented to the lady as a will is not any recent creation of hers, and that when she marked it void what happened regarding on whose advice it was marked void.

The Court: I think that would be a self-serving declaration. You say it was a will?

Mr. Martin: We offer to prove by this witness that on the day he mentioned the lady told him, "Look what a good mother I have been", and that she had made this will and got up and showed him the paper and that he said, "You better mark it void", and she marked it void.

The Court: That is clearly inadmissible.

Mr. Martin: We save the point. We think it is relevant.

Mr. Martin: May we ask him what was done, not what was said, but what was physically done?

The Court: There is no objection to that.

page 181 } By Mr. Martin:

Q. Don't tell what Mrs. Sawyer said, but just what was physically done, where that paper was gotten from, who got it, and what happened, but not what she said.

A. Mrs. Sawyer got it out of the closet in the room and brought it over and handed it to me. I read it. She said it was a will on that paper.

Q. Don't say what she said. You read it?

A. Yes.

The Court: What did they do? I want to know what they did.

By Mr. Martin:

Q. After that, what was done?

A. She took the will and put it back in the closet.

Q. What was done about marking it?

A. She marked it void.

Q. Did she do it in your presence?

A. Yes.

Q. In what room was that in the hotel?

A. Room 200.

Q. Who was living in that room?

A. Mr. and Mrs. Sawyer.

Q. Their bedroom?

A. Yes.

Q. She got it out of the closet?

page 182 } A. Yes, and brought it over and handed it to me  
and I read it. I, myself, thought it was a will.

Mr. Page: We ask that that be excluded, what he thought. It has nothing to do with the case.

The Court: Of course, everything anybody said there is inadmissible.

By Mr. Martin:

Q. Do you know anything about how Mrs. Matthews treated her mother, struck her or anything like that?

A. I didn't see that, your Honor, but I was sitting in the lobby—

Mr. Page: We object if he didn't see it.

By Mr. Martin:

Q. Don't tell what was told you, but what happened?

A. I saw Mrs. Sawyer the next day after this happened and her arms was all blue and black, but I didn't see what happened. I heard it.

Q. About when was that?

A. Along about November.

Q. Of what year?

A. 1932.

Mr. Page: We move that that be excluded. They have not shown that Mrs. Matthews did it.

The Court: Unless it is connected up.

Mr. Martin: We will connect it, I think, your Honor.  
The Court: All right.

page 183 } By Mr. Martin:

Q. Where were you sitting when it first came to your attention?

A. In the lobby on the settee that goes back to the hall.

Q. Did you hear the noise?

A. Yes.

Q. What kind of noise?

A. I heard a lot of noise and heard a chair slam like, and saw Mrs. Sawyer in the hall.

Q. What was her condition?

A. Of course, I didn't go anywhere near her. She came on out and went upstairs to her room.

Q. You saw her the next day?

A. Yes.

Q. What was her condition the next day?

A. Her arms was all blue and black. She showed them to me.

Mr. Martin: He is with you.

### CROSS EXAMINATION.

By Mr. Page:

Q. What day was it that Mrs. Sawyer showed you that paper?

A. I could not tell you the exact date, but it was in November, 1932. I don't know what date.

Q. How did you know it was in November?

A. Because I went back there in 1932 to the  
page 184 } hotel and in a week or ten days I went to her room.

Q. In November, 1932, she showed you that?

A. Yes.

Q. Have you discussed the case with Mrs. Sawyer since that time?

A. I have talked to her about the condition of things, the way they treated her.

Q. How many times have you discussed the case with her?

A. Not since this case came up.

Q. Not since she showed you the paper?

A. Yes, since then.

Q. How many times have you discussed it?

A. That I could not say.

Q. So numerous that you could not say?

A. No. I don't think more than once or twice.

Q. You would remember if it was more than once?

A. I say it could not be more than once or twice.

Q. Was it once or twice?

A. Twice, I would say.

Q. You are sure it was not three times?

A. Yes.

Q. Where were you when you discussed it?

A. In the hotel.

Q. Where?

A. Possibly in the lobby.

Q. I didn't ask you possibly.

page 185 } A. I am sure in the lobby.

Q. You are sure this happened in 1932, November?

A. Yes.

Q. Where are you working now?

A. Hotel Preston.

Q. Still working there?

A. Yes.

Q. Have you discussed this case with Mrs. Sawyer recently?

A. You mean about this?

Q. Have you discussed the case we are trying here now with her?

A. Talked about the case coming up, the trial; that is all.

Q. When was that?

A. Possibly last week.

Q. Where were you when you discussed that?

A. In the office.

Q. Was that the second time that you discussed it?

A. I think so.

Q. When was the first time?

A. It has been possibly two or three months ago.

Q. So those are the only two times you have discussed it?

A. Yes.

Mr. Page: All right. Come down.

# RE-DIRECT EXAMINATION.

page 186 } By Mr. Martin:

Q. The Hotel Preston is owned by the Whitehurst estate now?

A. Yes.

Q. And the Sawyers live there?

A. Yes, sir.

Q. Mr. and Mrs. Sawyer.

A. Yes.

Q. What was the conduct of Mrs. Sawyer towards her daughter during the time you would see the mother with the daughter; was it good, bad, or what?

A. Nothing unusual.

Mr. Martin: Your Honor, can we call Mrs. Sawyer with the understanding that we can break in on her testimony if Mr. Hughes and Mr. Jenkins come?

The Court: Yes.

page 187 } SARAH ELIZABETH SAWYER,  
one of the defendants, being first duly sworn,  
testified as follows:

Examined by Mr. Martin:

Q. Your name is Sarah Elizabeth Sawyer, is it not?

A. Yes, sir.

Q. You are the mother of Mrs. Matthews, the complainant in this case?

A. Yes, sir.

Q. How old are you?

A. I am 62, between 61 and 62.

Q. How old is your husband?

A. Between 81 and 82.

Q. Mrs. Sawyer, Mrs. Matthews is your own daughter, is she not?

A. Yes.

Q. And is the stepdaughter and adopted daughter of your present husband?

A. Yes.

Q. Mr. Sawyer?

A. Yes.

Q. Prior to the paper of 1928 that we have been discussing, did you, or not, have various notes, bonds and securities belonging to you?

A. I did.

Q. Did you ever have any box at the Guaranty Title & Trust Corporation?

A. Never.

page 188 } Q. Did you ever have a box there at the Guaranty Title and Trust Corporation?

A. Never.

Q. Where were the most of your notes, bonds, etc., kept prior to that date?

A. At the National Bank of Commerce ever since we first came to Norfolk, and never has been anywhere else.

Q. About how long have you had a box at the National Bank of Commerce?

A. I can't tell you exactly, but I know that one of the gentlemen there not long ago said, "You know Mr. and Mrs. Sawyer have been with us close on to 30 years", and I can easily say 25 years, somewhere along there.

Q. Where was your legal residence until recently?

A. In Florida.

Q. Where is your legal residence today?

A. Norfolk, Virginia.

Q. About when did you change your legal residence from Florida to Norfolk?

A. Sometime last fall.

Q. 1933?

A. Yes.

Q. In 1928 you signed a paper that is in controversy here in this case, did you not?

A. I will have to have my glasses.

Q. Your glasses?

page 189 } A. Yes, please.

Q. You signed that paper, did you not?

A. Yes, sir.

Q. Tell the court under what circumstances you signed it and why you signed it. Just tell Judge Hanckel.

Mr. Page: We object on the ground that she is estopped—

The Court: Under what circumstances, she has a right to say.

Mr. Martin: We have alleged in our answer that it is a fraudulent transaction through and through.

Mr. Page: We save the point.

The Court: You have a right to show the circumstances under which she signed it.

By Mr. Martin:

Q. Tell his Honor the circumstances under which you signed it, and then I will ask you some more questions.

A. I had decided to make a will and I told Mr. Matthews that I was going to make one, also Mrs. Matthews. He said to me, "Let me make it", which he did.

Q. Then what happened?

A. In his office he brought this to me and said, "Here is your will". He said—being in a hurry, both of them, to leave, he said, "You can sign it right there", and he put this paper down just in front of me like this to sign, and I signed my name on it. First, before I signed it, I said, "Pres, I want it understood", I said,

page 190 }



“That I can change my will any time I want to”, and he said, “You can do it, do anything you like with it”, and I signed it.

Q. After you had signed it, what did you do with it?

A. I simply took it—it was in front of me like this (indicating) and I folded it like that and put it in my hand.

Q. Where?

A. Held it in my hand like this.

Q. After that where did you take it?

A. Took it home.

Q. Has it ever been out of your possession until you gave it to the Commonwealth's Attorney?

A. Absolutely not.

Q. Has it ever been in any safe deposit box?

A. Never.

Q. Did you read it?

A. I beg your pardon?

Q. Did you read it?

A. I didn't. Mr. Matthews handed it to me and never said to me, “Do you want to read it over before you sign it? Do you want to take it home and read it before you sign it”, and never said a word, but just simply said, “Sign it”.

Q. In 1932 did you make any marks on it to void it, or anything?

A. I did.

page 191 } Q. Tell the court the circumstances under which you marked it void.

A. I marked it void because when I came back in September, 1932, which would be 1932—a year ago last September, to my surprise, although I had not been getting my money and I had been writing various letters to Mr. Matthews asking him why he kept sending me bad checks, and I told him to send no more, to send certified checks and I would know it was good, and different checks have been produced, and when I got home it was on Sunday morning and they didn't know I was coming, and I said to Mr. Matthews in the lobby, “Pres, I have come here to get my interest that belongs to me”, and he liked to commence to cry and said, “Don't talk about anything like this on the Sabbath day. Let's wait until Monday”. I said all right. Monday morning I called him upstairs. He came up and I said, “Now, I am going to tell you that if you don't get that money for me by noon today I am going to see some lawyer in Norfolk and find out what is the matter with you”. He said, “I haven't only used your interest, I have used all of the money that you had invested with me; I used it”. I said, “What do you mean”? and he said, “I have used it”. I said, “You don't mean to say you have used the principal

of my money"? and he said yes. I said, "What did you do with it? How could you have used it"? and he said, "I needed it". I said, "Won't you tell me what you needed page 192 } it for"? and he said no, and to this day he has never told me why he took it or what he needed it for, but simply said he needed the money and took it.

Q. After he said he had taken your principal, what did you all do?

A. I went to the top of the stairs and called Mrs. Matthews and she came upstairs and sit on the side of the bed a few minutes, and I said, "Do you realize what this means, that your husband has deliberately taken that which does not belong to him"?

Q. What did she say?

A. She said, "I can't help it", and I think she got up and went downstairs, and when I called her the second time Mr. Matthews told me, "If you say anything or do anything that gets me in any trouble I am going to simply put myself out of the way". I said, "That is what I am going to do", and he got up and walked the floor and cried. I went to the stairs and called up for Mrs. Matthews and they told me downstairs she had gone to the five and ten cent store for some things they wanted for those rooms they were moving into that morning, so she never came upstairs afterwards. She seemed to make very light of it, I guess.

Mr. Page: All of this, it seems to me, that happened in 1932 can't have any bearing on the execution of that paper, and we object to it.

The Court: It is her attitude with reference to it. I understand she claims it was not a deed but a will. page 193 } Mr. Page: Her attitude with reference to it is merely a self-serving declaration and is not admissible in this case. What she thought at the time she executed it is perfectly admissible, but her attitude since that time, any statement she made, or her actions in connection with it, are merely self-serving declarations.

The Court: Mr. and Mrs. Matthews told their version of it.

Mr. Page: What Mr. Matthews said is not relevant, and any statements that she has made or what her actions were since then has nothing to do with the paper.

The Court: I overrule the objection.

Mr. Page: We save the point.

By Mr. Martin:

Q. What did you do, right there, about marking it void?

A. It was in my room for some length of time. In fact,

it had always been up there. When we went away in the summer time it was in my trunk; and Mr. Simpson was up there one night and I said, "I have got a will in there".

The Court: Just tell what you did, not what you said.

By Mr. Martin:

Q. Did you, or not, think it was a will at that page 194 } time?

A. Absolutely, because Mr. Matthews told me it was. That is what I asked for and wanted to know if I could change it any time I wanted to change it, and I never had heard of a gift, or whatever you call it. I had never heard of one before in my life.

Q. What did you do in Mr. Simpson's presence?

A. I marked it void.

Q. At the time you stated to Mrs. Matthews her husband had defaulted in handling your money, as you have just stated, did Mrs. Matthews make any claim that it belonged to her?

A. Never.

Q. Has she ever made any claim it belonged to her until this suit was brought?

A. Never.

Q. When you asked her for this duplicate key she kept did she give it to you?

A. I said to—yes, she gave it to me. I said to Mrs. Matthews, "Blanche", I said, "You know what your husband has done, the amount of stealing he has done", and I said, "I will have my box back to myself. Will you please give me the key"? and she said, "I am glad to give you the key. I don't want anything you have got".

Q. Regarding checking on the joint account, did Mrs. Matthews ever check on that account but once?

A. She checked \$10.00 out on that account, and I will tell you how it was checked out. I sent them—one page 195 } winter I was obliged to stay at Tupper Lake on account of Mr. Sawyer's illness. I sent them a \$10.00 check for the children's Christmas presents, and I told her, "You can take \$10.00 out", and she went—I told her she could have \$10.00, and I told her to take \$10.00 out when Mr. Matthews would send me the statement. I told her to take \$10.00 out. She didn't do it, and when I come to find out she had never gotten it, and I said, "You never got the \$10.00 I sent you for your children"? and she said no, and I said, "You draw out \$10.00 against my account", and that is the \$10.00 that was referred to and the only \$10.00 or only money Mrs. Matthews ever drew from my account.

Q. At the time you signed the paper in 1928, you have already stated that you didn't have any box at the Title Company?

A. Never.

Q. But did have one at the Bank of Commerce?

A. Yes.

Q. Did you have up in Mr. Matthews' office that bundle of bonds, notes, etc., when you signed the paper?

A. Never, no, indeed.

Q. You did get a box on that date, did you not, in the joint name of yourself and daughter?

A. I can't say if it was that day. I mean the box I had been having for some length of time, I had her name put on the box.

Q. That is the one that you had her name put on, too?

A. I wanted her to have her name put in the page 196 } box because, I said, "If anything should happen to me, if we are away all summer, and anything should happen to me, you will have a key to go into the box", and that is the reason why she wrote me that letter at Tupper Lake, "Mother, I will not go to your box unless you say I can", and it was because she had no right to go to the box without my consent.

Q. Something was said by Mr. Simpson about your having your arms blue and black, etc. Tell his Honor about that.

A. I was inside of her room and we were talking about different things, and, of course, naturally the money matter came up and Mrs. Matthews got furiously mad and grabbed hold of me and just kneaded my arms all the way through, and when Preston Matthews said, "Why don't you act like a lady"? and he was only a small boy, I did slap him, and then she was furiously mad, and she said why did I tell the boy that his father had been stealing, and Mr. Matthews said also something about the Goulds, and that money had been taken from them, and Mr. Matthews said, "They are friends of ours", and Preston spoke up and said, "Yes, they are all friends of ours and everybody is lovely to us but you", and then she grabbed me by the arms and held me back against the wall and she kneaded my arms all the way down and I was black and blue for two weeks and the people in the hotel could not help but notice it, and Mr. Simpson also saw it and I said, "That is where I got it, in the other room".

Q. You said Mr. Matthews, your son-in-law, page 197 } said something about others that money had been taken from. Did he, or not, admit he had taken money from various people besides you?

A. Sure he did. Do you want me to tell you who?

Q. Yes.

A. Mrs. Lamphier, his next door neighbor, and Mrs. Moore, and Mrs. Gould.

Mr. Page: I don't think he has denied it and I think it is just a useless waste of time.

Mr. Martin: I want to show it is a tremendous fraud all the way through.

The Witness: I understood it was \$23,000.00 from Mrs. Gould, and he had taken \$9,000.00 from Mrs. Lamphier, and \$40,000.00 from Mrs. Vaughan, and also told me he had taken some interest money from Mrs. Hirsch, and since then she has married again and her name is now Mrs. Jenkins. Mrs. Jenkins was up here a few weeks ago and told me about—

By Mr. Martin:

Q. You need not tell that.

A. When he had taken \$23,000.00 from her.

The Court: Didn't you hear your lawyer tell you not to tell what Mrs. Jenkins told you?

The Witness: No, I didn't.

By Mr. Martin:

Q. Don't tell what anybody but Mr. and Mrs. Matthews told you.

A. I beg your pardon.

page 198 } Q. Regarding the \$1,200.00 note that was owed  
you by Mrs. Matthews, was there such a note, \$1,-  
200.00 note?

A. \$1,200.00 note?

Q. What was that, or do you remember?

A. A deed of trust?

Q. Yes, a note secured by a deed of trust.

A. It was on a house on what you call Bapaume Avenue.

Q. Who signed the note that you held on that house?

A. Mrs. Matthews. It was her piece of property.

Q. Last year was that note past due, in 1933? Was it long past due, or what?

A. No, because when Mr. Matthews would make up a statement he would put in Blanche's interest.

Q. I don't mean about interest, but the principal. If it was a one, two or three years note, was it past due, the principal?

A. No, because he would simply write on the back of the paper and state, "Renewed for one year". He did that.

Q. Were you, or not, asking that that be paid?

A. Yes, I asked that it be paid and asked Mrs. Matthews would she please pay up the interest which was something like seventy odd dollars on it to pay, and she said she could not do it and I said, "I will have to take over the piece of property. I will have to foreclose if I can't get it any other way", and Mr. Matthews said, "It will not be necessary at all.

Mrs. Matthews will be glad to turn the piece of property over to you and save you from foreclosure", which she did.

Q. Regarding these securities, notes, bonds, etc., that were in the box in the National Bank of Commerce on the date that paper was signed in 1928, do you know what was in there?

A. No, I could not tell you.

Q. Have you any way of finding that out?

A. No. I want to say this, that we kept a list at home of what was in the box, but, of course, that list in this length of time was destroyed. From time to time we would make up a new list when we went down.

Q. Did you start any criminal prosecution against Mr. Matthews?

A. No, sir.

Q. Any criminal prosecution against Mr. Matthews—

A. You mean Mr. Matthews?

Q. Did you start any?

A. I did not.

Q. Did you, or not, ever talk to Mr. Matthews in the presence of Mr. Old who was then your attorney in 1933, I believe?

A. Yes, I took him over to Mr. Old's office one day.

Q. Tell what occurred on that occasion?

A. I was over to his office, Mr. Matthews' office, and it was the first time I ever knew of a gift. I said to Mr. Matthews, "All the money you have been taking, what would you do if something happened to you"? I said, "If you have to go to the penitentiary—" He said, "If anything happened I would simply say the money belonged to my wife". I said, "Pres Matthews, you could not stoop so low as to say anything like that". He said, "I would if you ever entered any criminal proceedings against me". He said, "Wouldn't any man be grasping—up in the air, a drowning man, grasp a straw, or wouldn't he do anything to help himself out of his trouble"?

Q. Was that, or not—

A. Pardon me. May I finish?

Q. Sure.

A. Right then I said to him, "If you will make such a statement as that, you come over to Mr. Old's office". He went over there with me. I did go to the office and I said, "I have a great notion to have you arrested for making such statements". I said, "Mr. Matthews, you have before this told me that you have forged Mr. Dunn's signature and had forged Mrs. Furlong's signature and have forged a number of other signatures", which I knew of it, and I said, "You have told me that you have forged all of those papers", and I said, "You also told me Mrs. Gimbert's \$1,000.00 notes were forged and I went to the different banks in Norfolk to find her signature", and I went back and I said to Mr. Matthews, "Mr. Matthews, Mrs. Gimbert's signature, as far as I can find out, is good". He said, "It is not". I said, "All right; I am going to Mrs. Gimbert's home and I am going to take those two notes and find out for myself", and he said, "Don't do it because it will get me in an awful lot of trouble because I have disposed of the property. I ought not to have done it in that way". I said, "All right; what about the notes"? He said, "I told you an untruth about those notes. They are not forged. Those two notes are good", and since then Mrs. Gimbert has come down—

Q. You can't tell what Mrs. Gimbert said.

A. May I say what she said?

Q. No, you can't say. Up to the time you discovered frauds in 1932, did you, or not, have confidence in your son-in-law and your attorney?

A. Absolutely. I thought he was one of the finest men in Norfolk and I didn't think he would steal one penny from me or forge papers against me.

Q. You heard him state this morning, and his wife, that you made a bill of sale, the paper you have in your hand, because you were trying to hide your property from your husband's children by his first wife. Is there any truth in that at all?

A. Absolutely not. I think there was also a statement—

Q. You think what?

A. There was another statement made about Mr. Sawyer receiving letters from his daughter to send his wife alimony. She has been passed on for some length of time, and furthermore he had a perfect right to receive letters from his daughter.

Q. You mean his wife is already passed on?

A. Yes.

Q. About how long ago did his first wife die?

A. I don't know. He did pay her alimony for awhile, for some time.

Q. How many years did he pay alimony, as far as you can recollect?

A. That I can't tell you. Perhaps if you will ask him he can tell you. I know it is quite a few years.

Q. Mrs. Sawyer, after you discovered the frauds in 1932, did you, or not, get a different lock box at the Bank of Commerce?

A. I did.

Q. You put various securities in that new lock box, which is the lock box which we made an inventory of the other day?

A. The same securities practically out of the other one went in there.

Q. Have you, or not, since getting the new box put still more securities in there?

A. I have.

Q. Have you also put in there a small amount of money, two or three, four or five, or six, or seven hundred dollars?

A. I did.

Q. Was that income or principal money?

A. It was income, and so was the amount I had added to, was some income, from the money I was getting  
page 203 } interest.

Q. You mean some securities were bought with the income and put into the lock box?

A. Yes, sir, since I have had this other box.

Q. Did you, or not, after that paper was made which you say was a will and which they say was a gift, put some more securities in that box that you both had a key to? Did you understand me?

A. No.

Q. I mean after the date of that paper you hold in your hand and before you got the new box that you hold at present—

A. Yes.

Q. Did you put some securities in the old box?

A. I cannot answer that positively, but I don't think—yes, I expect I did make some other loans, but they were—you see that was about—how long ago was that?

Q. 1928.

A. That would be six years ago, would it not?

Q. Yes.

A. I will not say for sure, but the papers will show the date, if they were put on during that time, but I do know I have added some since it has been put into the new box, and



I do now know and recall I did make some small loans and they were put in there before I put it over into the other box.

Q. Do you know whether some of those securities put in there since the date of that paper, before you got the new box, were from interest, principal, or both?

page 204 } A. No, not any of them loans I had coming in.

It was from what I had saved and bought, as near as I can remember, but I don't think any loans come in I had renewed. There may have been some renewed, possibly part of it, and I could not get any money on them. If they said they would pay interest they would renew the loans, and so there was some loans renewed.

Q. I don't believe we got quite through with what happened at Mr. Old's office when you took Mr. Matthews over there. Had you finished that statement, or not? I am not sure you had finished stating what Mr. Matthews said and what you told him in Mr. Old's presence. Is there anything more on that?

A. I remember when we went into the office, and as I was going to the office I said, "I have a great notion to have you—" either a notion, or I said, "You ought to be arrested for what you have done", and then I said to him, "Now, I want you—" I said to him, "You have already told me about these forged names and all", and I said, "You have already said so", and now, I said, "Pres Matthews, what I want you to do is this", I said, "You have already told me they were forged. You write your name on there showing that you forged their signatures", and he said, "I will", and he took up the pen to do it and when he did, I said, "Let me tell you, Pres Matthews, you have told me so many things that are

untrue, I don't want to have any comeback on this  
page 205 } paper". I said, "If you are going to write it, write it with your own free will and not because I said I thought I would have you arrested", and he says, "All right", and said, "I will". I said, "Now, don't you put your pen on there and sign your name and later come back and say you were forced to do it". He said, "I will be glad to write my name down there, the different people's names that I have forged", and he did of his own free will.

Q. This old pencil memorandum dated in ink on November 2nd, 1932, showing the details of \$29,000.00 approximately, was that given to you in 1932 by Mr. Matthews?

A. Yes.

Q. Among other pages is a page I show you dated September 24th, 1932, and it has different inks in some places.

A. Yes.

Q. I call your attention to first different ink on there, "I gave Mrs. Sawyer a note signed by me for \$1,200.00. This note is no good. I signed Mrs. Furlong's name".

A. Yes.

Q. When was that different colored ink put on there, if you know?

A. In September when he made me out what I would call a confession, and it was in this lighter ink.

Q. September of what year?

A. Of 1932.

Q. Yes.

page 206 } A. When I had him over in Mr. Old's office and he would very gladly sign—put his name above these names here saying that he did forge them, that is where you will find he used the darker ink, the black ink, in Mr. Old's office, if I remember correctly.

Q. After you marked that paper void in 1932, what did you do with the paper?

A. Put it back in the closet.

Q. Has it been there ever since until recently?

A. Until recently, until I took it over to Mr. Arnold's.

Q. You wrote a letter last year, a registered letter, to your daughter?

A. Mr. Martin, about—

Q. Did you want to say something else?

A. Yes.

Q. All right. Say it loud.

A. Mr. Matthews stated that they gave us our board and room at the hotel. That is true. He also promised to give me \$50.00 a month, which he did possibly all through the winter. I think I might have got \$150.00. It may not have been over \$100.00. He said, "Mother, I will give you this amount because it will pay interest on \$30,000.00 worth of money that I have stolen from you. The interest is \$150.00 a month". Mr. Matthews left the hotel and promised that he would pay my room rent. He paid it a few times and then stopped. He wrote letters that you have now, and Blanche occasionally would give me \$5.00 a week to try to pay something on the \$30,000.00 interest, which he has not paid a month. Now, may I go on?

Q. Yes, go right on.

A. He also made a statement about Mrs. Furlong. I said, "When you wrote your name to these different articles, different statements, on the paper, you said that I told you what to write". I told Mr. Matthews to simply tell the truth, and I said, "Put your name down that you did forge them

and don't deny what you did". He said, "I am going to put down just what I know is true".

Q. He said that you had some letters, or I had them.

A. Another thing I would like to state is this—

Q. Wait a minute.

Mr. Page: Let her go ahead. She has started something.

By Mr. Martin:

Q. All right; go ahead.

The Court: Shout it.

A. Mrs. Matthews made a statement that in her home I made a list of the securities in my box. I would like to say how could I remember what was in my box from just simple memory, to just go in her room and make a list of everything around there in the box? That is absolutely not so.

By Mr. Martin:

Q. You said Mr. Matthews wrote some letters page 208 } and sent you \$5.00 on account of this \$150.00 a month interest on the defaulted \$30,000.00. I show you some letters which I produce here—

Mr. Page: Our same objection goes to those letters, your Honor.

By Mr. Martin:

Q. I show you four letters and ask you if they are some of the letters, the first one sending you \$6.00, dated November 2nd, 1933.

A. Would you like for me to read it?

Q. I will read a little of it. I want you to identify it and say whether they are the letters he wrote you.

A. Yes.

Q. Are these four letters over Mr. Matthews' signature?

A. Oh, yes, every one of them.

Mr. Martin: I put them in evidence, one dated November 2nd, 1933, one January 27th, 1934, one dated December 23rd, 1933, and one dated February 16th, 1934.

Note: The papers were thereupon marked "Exhibit 8", to "Exhibit 11", both inclusive.

By Mr. Martin:

Q. You wanted to say something? Go ahead.

A. Where it was stated that I was cross and irritable—

Q. Cross?

A. Yes, and unkind and irritable, Mr. Sawyer page 209 } and I had worked a long time to save \$30,000.00, and to have somebody just simply say, "I wanted it and I used it because I needed it", and never told us why.

Q. Have you, or not, any property left except what is in the safe deposit box now and one or two pieces of real estate?

A. That gasoline station that is in my name. That is a little house that Mrs. Matthews turned over to me for \$1,200.00 and has been sold. There is another place in some park, and so I just have, if I remember correctly—this gasoline station has been sold.

Q. You have got one or two deeds in the safe deposit box.

A. A colored man bought it and it has never been recorded.

Q. On an installment contract?

A. On an installment contract.

Q. Did, or not, Mr. Matthews make any threats about your report to the Government regarding this matter?

A. He did.

Q. For taxes?

A. He did.

Mr. Page: We object to that, if your Honor pleases. It is absolutely immaterial. Any threats Mr. Matthews may have made to her has nothing to do with it.

The Court: Except to affect his credibility.

Mr. Martin: Mr. Matthews claims that she threatened him.

page 210 } By Mr. Martin:

Q. Did he make any threats to you about Government taxes?

A. Yes. He said, "I think I can do a plenty to you", and I said why, and he said, "Because Mr. Sawyer, when he turned in his report, he didn't turn it in jointly", and then I had Mr. Old go to Richmond and look it up and got letters back from there that everything was perfect.

Q. On November 1st, 1933, you sent a letter to Mrs. Matthews which has been read telling her that you were going to mark void or cancelled this paper, did you not?

A. I did.

Q. Under what circumstances and by whose advice did you send that registered letter?

Mr. Page: We object to that, sir. Is she trying to attack that on the grounds of fraud?

The Court: She is trying to explain why she did it.

By Mr. Martin:

Q. You signed it?

A. Yes.

Q. On whose advice and under what circumstances did you sign it?

A. Because Mr. Old had dictated this letter and because, as I said before, Mrs. Matthews had said to me—had give the key to me and said, “I don’t want anything that is there”, and when Mr. Matthews told me in his office that page 211 } providing there is any criminal proceedings brought against him he would claim it was his property, the first I ever knew anything about it, and then Mrs. Matthews told me she didn’t want anything I had, she didn’t want the key or anything in the box, then I sent this letter because I thought most likely Mrs. Matthews was—because she said she didn’t want to have anything to do with me or anything I had.

Q. Who wrote the letter?

A. Mr. Old did.

Q. When you wrote some letters to Mr. Matthews did you write them on typewriter and keep carbon copies, or did you make a longhand copy of some of them?

A. Just my handwriting, and the replies to some of the letters he sent to me. I have plenty more of them replies I sent to letters from him. I always like to keep a copy because I can refer back to what was said.

Q. Mr. Matthews said he didn’t have the originals, and I show you some handwritten copies of some letters—

Mr. Page: They are typewritten copies and we object.

The Court: You can prove they are copies unless they are self-serving.

Mr. Page: They must necessarily be self-serving. I would like to examine them.

Mr. Martin: I will let them examine them at their leisure.

page 212 } Thereupon, at five P. M., an adjournment was taken May 12th, 1934, ten P. M.

page 213 }

MORNING SESSION.

Norfolk, Virginia, May 12th, 1934, ten A. M.

Met pursuant to adjournment.

Present: Same parties as heretofore noted.

A. G. DUNTON,  
recalled, testified as follows:

Examined by Mr. Martin:

Q. Mr. Dunton, at the time you witnessed the signature of Mrs. Sawyer as you told about yesterday, were any notes, bonds or other securities produced in your presence?

A. No, sir.

CROSS EXAMINATION.

By Col. Sands:

Q. Do you know whether or not there was a package laying on the desk as described by one of the other witnesses?

A. I could not say, Colonel. It may have been on there. I don't recall at all.

Q. It could have been there?

A. Yes.

Q. When you witnessed this signature of Mrs. Sawyer, or when you signed your name to this paper marked P-7, was that paper folded up or was it laying flat?

A. No, sir; when I signed it was laying right flat on top of the desk.

page 214 } Q. When you signed it it was laying flat on top of the desk?

A. Yes.

Q. Where was Mrs. Sawyer sitting with reference to the paper?

A. I can't say exactly where she was sitting, but she was around the desk.

Q. She was around the desk?

A. We were all around the desk. I can't say what the relative positions were.

Q. Do you recall whether or not, when she signed it, it was open or folded?

A. To the best of my knowledge and belief, it was open.

Q. It was open?

A. It was lying flat open when I signed it and I don't think it had ever been folded up to that time.

Q. Up to that time it had not been folded?

A. To the best of my recollection, I don't think it had ever been folded when I witnessed it.

Q. It was a new paper; it had just been drawn in that office?

A. Yes.

Q. Do you recall when the Notary signed, before or after you?

A. I am positive she signed it after I did.

Q. After you did?

A. I feel positive that she did. That is my best recollection. I feel confident she signed it after I did.

Q. Her certificate is on the second page and it page 215 } would have to be open for her to sign?

A. Yes, of course. It had to be open for her to get to the top of it.

Q. The acknowledgment of the Notary is at the top of the second page?

A. Yes.

Q. And it was necessary to unfold it to sign it?

A. I feel sure it had never been folded when I witnessed it.

Q. You didn't witness it until she signed?

A. No.

#### RE-DIRECT EXAMINATION.

By Mr. Martin:

Q. The Notary was present at the time?

A. She was in the office, I am sure. You understand there was an outside reception room and there was an office. She might have been standing at the door. It was all practically one room, and if I recall correctly the Notary was in the room or came in about the same time. You know, of course, that after five or six years I can't definitely place each person and their position. I don't want to attempt to do that.

Q. Isn't it peculiar that you would witness it at all if it was not a will, but a deed of gift when the lady didn't sign by mark but signed in handwriting her whole name page 216 } and there was a certificate of acknowledgement on it? Why should there be any witness to it? Isn't that very unusual?

A. It may be unusual or it may not be, Mr. Martin. I was requested to witness the signature which I did. I knew at the time it wasn't a will. I absolutely knew it wasn't a will. There had not been any statement made or any discussion with reference to its being a will at all. It never occurred to me that there was any will.

Q. No attesting clause at the bottom?

A. No, sir. Such a thought as a will didn't enter my mind because I knew it wasn't when I looked at it.

SARAH ELIZABETH SAWYER,  
one of the defendants, recalled for further examination, testified as follows:

Examined by Mr. Martin:

Q. Mrs. Sawyer, you heard Mr. Matthews testify yesterday that the paper of 1928 was dictated by him in his office in your presence. Is that true?

A. No, sir.

Q. Was or was not the paper already prepared when you got to his office?

A. It was prepared and on the table and a line page 217 } for me to sign was left down here and he said, "Sign there". He never said, "Do you want to take this paper home and read it over before you sign it?" or anything. He knew that I had asked for a will to be made and he said, "Let me make it".

Q. Had you, or not, designated as to who the property was to be left to in your will?

A. I beg your pardon?

Q. Had you told him who to leave the property to in your will?

A. I told him I was going to leave it to Mrs. Matthews.

Q. You heard Mr. Matthews state yesterday that last year, 1933, he gave to you or to Mr. Old a carbon copy of this paper of 1928, which was the carbon copy he had in his office. He said he gave that carbon copy to you or Mr. Old. Is that true?

A. He didn't give it to me. If he gave it to anybody he gave it to Mr. Old.

Q. Have you ever seen such a carbon copy?

A. I have never seen the carbon copy, no.

Mr. Martin: She is with you.

### CROSS EXAMINATION.

By Mr. Page:

Q. Mrs. Sawyer, how many children have you?

A. I beg your pardon?

Q. How many children have you?

page 218 } A. One.

Q. That is Mrs. Matthews?



A. Yes.

Q. I believe Mr. Sawyer is your second husband?

A. Yes.

Q. When were you married to him?

A. I can't just say.

Q. Well, can you approximate the number of years?

A. I think Mrs. Matthews was just about six years old.

Q. How old is Mrs. Matthews at this time?

A. Well, she testified yesterday that she had been married 20 years, and she was between 20 and 21 when she was married, so that would be—20 and 20 is 40. She must be about 40 years old.

Q. You have been married to Mr. Sawyer around 37 years?

A. Yes, I expect so.

Q. Did Mr. Sawyer have any property at the time you were married to him?

A. No, sir.

Q. Did you have any?

A. Yes, I had a little because I was a nurse and there was a little money I had saved up. I could not tell you just how much it was, but, of course, it would be impossible for me to tell you how much it was.

Q. It didn't amount to a whole lot?

A. I didn't have a great deal of money, no.

page 219 } Q. What was Mr. Sawyer's business?

A. I beg your pardon?

Q. What was Mr. Sawyer's business?

A. He was in the—well, you might say railroad supply business.

Q. So then practically all of this money was accumulated after you and Mr. Sawyer were married?

A. Most of it.

Q. How many children did Mr. Sawyer have by his former wife?

A. Three.

Q. Are they still living?

A. Yes, sir.

Q. After you were married to Mr. Sawyer, who looked after the business affairs of the family?

A. We both did.

Q. Approximately how long have you been looking after the business affairs of yourself and Mr. Sawyer?

A. Well, I expect I could go back possibly 20 years.

Q. Approximately 20 years that you have?

A. Possibly, but not entirely all because Mr. Sawyer always had his salary check sent me and then you might say I

was looking after it, although Mr. Sawyer looked after some himself up to a few years ago. I didn't entirely do it all.

Q. It is true that his salary check was sent direct to you?

A. What?

Q. His salary check was sent directly to you?  
page 220 } A. Most of the time.

Q. You attended to the banking end of the family?

A. Not always because sometimes when he came home he attended to some himself.

Q. Who attended to the greater portion of it, you or Mr. Sawyer?

A. Since when?

Q. The last 20 years that you have mentioned?

A. We both attended to some of it up to a few years ago.

Q. How long have you had the exclusive control of the property?

A. Mr. Sawyer asked me to take care of it for the last few years.

Q. Approximately how many?

A. Oh, I might say six or seven years.

Q. Six or seven years? How many wills have you made during your lifetime, Mrs. Sawyer?

A. I have never made a will until this one was made.

Q. Now, I believe your daughter testified that she was married to Mr. Matthews in 1913. What lawyer or lawyers have you had attending to your business from 1913 up to 1933?

A. I am very sorry to say I had no other lawyer but Mr. Matthews.

Q. You had no other lawyer but Mr. Matthews?

A. No, although last summer when I was away and things got to be so bad I wrote him a letter and told  
page 221 } him if he didn't straighten out things then I would have to call on a lawyer here in Norfolk and send one over to see what the trouble was.

Q. Since 1913 up to 1933 all the legal business that you had attended to was attended to by Mr. Matthews; is that true?

A. Since when?

Q. From 1913, at the time of his marriage to your daughter, up to November, 1933?

A. Yes.

Q. Why was it necessary for Mr. Matthews to ask you to let him write you a will?

A. I beg your pardon?

Q. Why was it necessary for Mr. Matthews to ask you to let him write your will?

A. Why?

Q. Yes.

A. Because I said I was going to make a will and he was my lawyer and he said, "Let me do it".

Q. I see. He had been attending to your business since 1913?

A. And I trusted him.

Q. He had been attending to your business since 1913 exclusively and you had had no other lawyer?

A. No.

Q. And in 1928, when you suggested that you page 222 { wanted a will drawn, he went to the trouble of asking you to let him draw it?

A. He did.

Q. Wasn't it a fair conclusion for him to assume that he was going to draw it anyhow?

A. Wasn't it what?

Q. Wasn't it fair for him to conclude or assume that he was going to draw your will in preference to any other lawyer?

A. I don't know what he thought about it, only he said he wanted to do it.

Q. He wanted to do it.

A. But I will say this much, had I known prior to the time that I said I wanted a will made—had I known that he had been stealing before that he certainly would have never made a will for me even if he wanted to make one.

Q. That would apply to any lawyer that might represent you and steal your money?

A. I beg your pardon?

Q. That applies to any lawyer?

A. There are some lawyers that are honest.

Q. I didn't say there were not. I asked you, if there was any other lawyer who had been dishonest with you, you would not permit them to go on with you, if he was a total stranger, or if the lawyer was not even in your family?

A. If he had been a perfect stranger to me, page 223 { when he made my will, I never would have signed it unless I had read it, and I don't think anyone else would.

Q. Didn't you at one time have a will drawn for you by Mr. Burnell Bragg, the gentleman who testified here yesterday?

A. I believe I did.

Q. You believe you did?

A. I can't remember. There was something now about

Mr. Bragg making a will, but I don't remember now what it was.

Q. Your former statement that you had never had a will prepared prior to this is not correct, is it?

A. It is incorrect, because I do believe now Mr. Bragg did make a will, but I had forgotten all about it.

Q. To whom did you leave your money in that particular will?

A. I can't even remember.

Q. You don't remember?

A. I remember now Mr. Bragg did draw up a will, but I can't remember anything about the will at all.

Q. What inspired you in November, 1928, to make a will?

A. What inspired me?

Q. Yes.

A. I think there are certain times in everyone's life when they want to make a will and I wanted to make a will.

Q. And there was no particular reason for your making it except—

A. No.

Q. You only had one child?

page 224 } A. That is all.

Q. Did you know that if you died your husband would come in for a certain part of the estate and that your daughter would come in for the balance of it?

A. Did I know?

Q. Yes, Madam.

A. I will tell you, as far as I know about the laws and all, I don't think I know but very little about them, and I always thought it was better to make a will and that is the reason why I had it made.

Q. How long was that after Mr. Bragg had made a will for you?

A. I cannot tell you that, but I do remember Mr. Bragg made a will at some time. That had entirely passed out of my mind.

Q. What did you say your age is, Mrs. Sawyer?

A. I beg your pardon?

Q. What is your age?

A. My age?

Q. Yes.

A. Between 61 and 62.

Q. And you have had thirty-odd years experience in business affairs; that is true, isn't it?

A. In business affairs?

Q. Yes.

A. Except just like any other woman has had, page 225 } but I didn't have a husband that knew anything very much about business himself. I didn't have someone to tell me just what to do.

Q. That is true. Mr. Sawyer was not very familiar with business affairs; consequently, he left practically everything to you, did he not?

A. It was fifty-fifty.

Q. It was fifty-fifty?

A. That is the way we lived.

Q. You knew a good deal more about business than Mr. Sawyer did?

A. Not only from simply going around, and if—I made some loans through Mr. Bragg.

Q. Through Mr. Burnell Bragg?

A. Yes, and that is where I met Mr. Sawyer, was in Mr. Bragg's office.

Q. What kind of loans did you make with him?

A. Real estate loans.

Q. Real estate loans?

A. Real estate loans, and everything was satisfactory in the dealings that I have had with Mr. Bragg.

Q. You would have Mr. Bragg examine the titles and prepare the papers, and you would put up the money, I assume?

A. Isn't that the usual thing that is done?

Q. It is. I am trying to find out how much you know about it.

A. Oh.

Q. Didn't Mr. Bragg give you the notes when page 226 } you make the loans, or the bonds?

A. It is a good many years ago. I can't tell you much about it. I am simply saying that everything was satisfactory. I don't think Mr. Bragg did one thing that was not the proper thing. When our business was finished up I received the money and everything was satisfactory.

Q. I am not intimating that it wasn't, but I am trying to find out what you would do in making these loans.

A. I simply asked Mr. Bragg if he had a loan and Mr. Bragg made the loan and gave me his papers and they were put in my vault.

Q. What papers?

A. Just what I would naturally get, as far as I know, the papers I would get it from the party who made the loan.

Q. What would you get?

A. I think I am supposed to get the deed of trust.

Q. To get the deed of trust?

A. Yes. I am supposed to get the note.

Q. You mean you are supposed to get the note?

A. And the deed of trust, from what I understand, is supposed to be recorded.

Q. You are supposed to get the note and the deed of trust which secures that note?

A. I said so.

Q. I hand you a paper marked No. 1 which bears what purports to be the signature of D. T. Dunn.  
page 227 } A. Yes. I want to tell you something about that, too.

Q. You may tell me after you answer the question.

A. I will be glad to.

Q. Look at that paper and tell me what it is, will you?

A. It is a deed of trust.

Q. What does it purport to do?

A. Why, I guess it gives the description of the property, does it not?

Q. I am asking you?

A. I think that is what it means.

Q. What does it do in addition to giving a description of the property?

A. I beg your pardon?

Q. What does it do in addition to giving a description of the property?

A. Well, I just feel this way, that it gives a description of the property, and from what I have learned this last year, that if they were properly signed and all and properly recorded, that they are good and you are supposed to hold them.

Q. Does it do anything else besides describe the property there? You said that you receive the notes and deed of trust.

A. Well, isn't there a paper where it says the interest and the notes are—the coupon notes are due and all?

Q. Yes, but I am asking you what purpose that deed of trust is for.

page 228 } A. It gives—this deed of trust, as I always understood, has to go to record, and it is put on record so you can go back and trace them up.

Q. So you will be secured, in other words.

A. That is what I understand.

Q. Let me have that. I hand you a paper marked Exhibit 2 and ask you what that is.

A. This is the note.

Q. What?

A. Don't it say coupon note?

Q. I am asking you, Mrs. Sawyer, to tell me, if you know, what it is.

A. Well, it says coupon notes on here.

Q. Is it a \$4,000.00 bond?

A. I always imagined the one that got this—this is where you tear off your coupon notes and collect your interest.

Q. On what, that paper?

A. I suppose it is your coupon notes.

Q. Yes. Let me have that. I hand a paper marked Y and ask you what that is? That is already in evidence.

A. Y?

Q. Yes.

Mr. Martin: That was put on the back of it by the stenographer?

Mr. Page: That was put on to identify it as an exhibit.

page 229 } By Mr. Page:

Q. What is that?

A. This is a note, isn't it?

Q. I am asking you.

A. Yes, this is a note.

Q. You know that is a note?

A. And has Mrs. Furlong's name here, and it looks on the back so as to be sure that I would understand that the interest that was paid—it was placed on the back of this note to misrepresent the note.

Q. You would naturally think when you looked at that that certain payments had been made on that note, would you?

A. Why, certainly.

Q. Your experience would teach you that?

A. I think it would when Mr. Matthews told me and showed me where they had been paid and where they had been marked on the back.

Q. If I handed you the note and you had never seen it before you would naturally conclude that it was a note for \$1,200.00 made by Mrs. Edith G. Furlong and that certain payments had been made on it?

A. You would think so, but you see there isn't one word of it true.

Q. You have already testified that is not true, but I am asking you what you would gather from an examination of it.

A. I would naturally think if a lawyer gave me page 230 } that I would naturally think it was a note and was properly signed, and at the back of that note—that Mr. Matthews had been putting on the amounts of money

that had been paid, and I would think it would have been all right.

Q. I hand you a paper marked Exhibit W, and ask you what that is?

A. It says, "This deed made on the 15th day of November, in the year 1933, between A. P. Grice, and myself—"

Q. What is it for? What is the purpose of that paper?

A. Well, the purpose of the paper, I should think, would be to show that the property had been put through a foreclosure and that this is a deed Mr. Grice made out for it.

Q. You would think from that that Mr. Grice, who was the trustee under the deed of trust, had properly foreclosed this mortgage and had conveyed the property to you as the highest bidder, wouldn't you?

A. Why, if he says so, of course, you have got to depend entirely upon the person you are doing business with because there are so many crooked ways about it. I understand on the note here Mr. Matthews had no right to renew and put it on the back of the note, and that it was not legal. I heard that lately.

Q. On examination of this paper you say that you gather that this is a deed to you from Mr. Grice, Trustee, indicating that he had foreclosed the property and that you now own it; is that true?

page 231 } A. If it is properly made out, I say it is.

Q. What do you mean by properly made out?

A. Because you have to depend upon the person you are doing business with because there are so many ways of turning things around and doing the wrong thing.

Q. That doesn't explain what you mean by properly made out.

A. I beg your pardon?

Q. That doesn't explain what you mean by properly made out. What do you mean when you say that if the deed—that the deed is all right if it is properly made out?

A. Because—it seems as though there are so many of them that you get, from my experience, that are not properly made out and not properly signed and you could not trace, and these notes, some of them have been forged and some are not. It has put me in a position where really and truly I think that two lawyers ought to get together and prepare a paper so that they would know whether they are all right.

Q. Do you know when a deed is properly made out?

A. What?

Q. Do you know when a deed is properly made out?

A. I can't say I do.



Q. Do you know what is necessary to be done in order to make one out properly?

A. What?

Q. Do you know what is necessary to be done in order to make one out properly?

page 232 } A. No. I always left that with my lawyer because I always thought that the lawyer ought to know how to make it out, since he had better not make one out wrong if he wants to practice law very long.

Q. When this paper that you signed on November 7th, 1928, was made out, how many securities in amount—I don't mean the number of different papers—but what was the aggregate value of the securities which you owned at that time?

A. When what paper was made out?

Q. The paper which you claim you thought was a will?

A. How much were what?

Q. What was the aggregate amount of securities which you owned at that time?

A. I could not tell you.

Q. Could you approximate it?

A. I could not because, as I say, occasionally we would go down to the box and make out a list and take it home, but if a person wants to be accurate they must go to the box and lay out their securities and make their list, in order to be able to get the accurate amount.

Q. How many times did you go to the box and make out a list and take it home?

A. Possibly—in the first place, for the last thirteen years we were away all summer, and possibly once through the winter I might go in there and make out a list of some of the securities that would fall due while we were away.

page 233 } Q. Did you ever go to the box and make out a complete list of all securities that you had in there?

A. I can't say that I have.

Q. When was the last time that you went to your box and made out any kind of list of securities?

Mr. Martin: Which box, do you mean?

Mr. Page: Any box. It makes no difference.

Mr. Martin: Any box?

A. Oh, possibly about two years ago, or more, or three years ago, and then I won't say I made out any complete list. It was when we were going away and I run through them and took off coupons and took them with me.

By Mr. Page:

Q. Didn't you keep a book in which you kept a list of all your securities?

A. I have not.

Q. You never have done that?

A. I have not.

Q. You are unable to say at this time just what securities were placed in this joint lock box in the Bank of Commerce at the time that paper was signed?

A. This paper was signed?

Q. Yes, Madam?

A. No.

Q. You can't say?

A. I cannot.

page 234 } Q. Can you name any of the bonds that were placed in that box at the time that paper was signed?

A. Can I do what?

Q. Can you name any of the bonds that were placed in that box in the Bank of Commerce at the time that paper was signed?

A. What time was the paper signed?

Q. November 7th, 1928.

A. Had securities in there, yes.

Q. Can you mention some of them that you had at that time?

A. No. I would have to have a list to go to if I wanted to read them off.

Q. Did you have a deed of trust in there from your daughter and Mr. Matthews to Mr. Holland as trustee for \$1,200.00?

A. If you have them there since the box has been opened, maybe you can refresh my memory and tell me.

Q. I am going to try to refresh your memory about a great many things you have testified to. Did you have a deed of trust—

A. Wait a minute. What was the first answer you asked me?

Q. Did you have a deed of trust note of your daughter's and Mr. Matthews for \$1,200.00 in the box at that time?

A. I think that Mrs. Matthews had turned that over to me before then.

Q. You think she had turned that over to you?

A. I think so. I am not sure.

page 235 } Q. It was really turned over to you by a deed was it not?

A. I beg your pardon?

Q. It was turned over to you by a deed.

A. By who?

Q. By a deed?

A. Yes.

Q. They deeded you the piece of property?

A. Yes, but I can't tell you the date on it.

Q. I think we have the date here.

Mr. Page: Didn't you have the date in there yesterday?

Mr. Martin: I don't think so. I don't know. The date of their deed?

Mr. Page: Yes.

Mr. Martin: I think it is in evidence.

By Mr. Page:

Q. You think that Mrs. Matthews had then turned that over to you before?

A. I don't know. The date on there will show. If you stop to think what I have been through with trying to get the papers that were not good from Mr. Matthews, which there are a lot of them like this deed of trust, that he had never given me notes, that he had never given me, but turned away and took it and got the money on it, and he said all of those things were not necessary to turn over.

Q. Why did you want the deeds of trust?

page 236 } A. What?

Q. Why did you want the deeds of trust?

A. Because I certainly think it is right for everyone who makes a loan—they are supposed to have the deed of trust to put them in position, but I could not get them from Mr. Matthews, and why? Because for years back, right straight along, he had taken them like he did the Wickstrom property and sold it unbeknowing to me, and then as he says in his own letter I never knew anything about it, and still thinking he was paying interest on it, and afterwards, when the time come he said, "I stole it because I needed the money", and put it up and sold it and I understand got \$3,000.00, according to his own statement, or \$3,500.00, and said he stole the money just because he needed the money and "I used it", so I had all of that to go through with, all of that \$30,000.00 worth of stolen money. I can't try to remember dates or any of those things. I know Mrs. Matthews turned it over to me, and I know the gasoline place was foreclosed.

Q. You are so positive about certain things, I want you to remember some of the other things. We will go back to the question I formerly asked you. This deed of trust made by

Blanche L. Matthews, who was your daughter, and L. P. Matthews, to R. D. Holland, Trustee, if that was dated on January 3rd, 1927, and your daughter didn't give you a deed to the property until the 17th day of January, 1933, then it naturally follows that that note and that deed of page 237 } trust were in the box at the time that paper was signed; is that true?

A. What year was that?

Q. 1927, January 3rd. The deed of gift was signed on November 7th, 1928, and the deed from Mrs. Matthews to yourself was made in January, 1933.

A. You mean her old deed?

Q. I am talking about the deed from Mrs. Matthews to you for the property?

A. I expect that Mr. Matthews give me the deed and all. I haven't any doubt but what he did because at that time I think he was doing a little better than later on.

Q. Then that \$1,200.00 note and the deed of trust were in the box when that deed of gift was signed on November 7th, 1928?

A. In 1928?

Q. Yes.

A. That I could not tell you because I didn't keep all of my papers in the box.

Q. Where did you keep them?

A. I kept them in my trunk.

Q. Kept them in your trunk. Which ones did you keep in the box?

A. Lots of papers I didn't keep in there.

Q. Which ones did you keep in your trunk?

A. I haven't any idea unless I could get a list for all of these years back of what I did have there to show us.

Q. You don't know whether the \$1,200.00 note page 238 } was in there, in the box?

A. All I know is about this \$1,200.00 note, Mr. Matthews took Mr. Sawyer and I and showed us a piece of property on another street, which is a two-story frame house and tells us what a good buy it was, and when it came out that there was nothing left he took us out there and showed us a little house there, just this little piece of property, and then I said, "I will have to foreclose on it", and he said, "It will not be necessary for you to foreclose because Mrs. Matthews will be glad to turn it over to you".

Q. When was that?

A. I expect the deed is there; just a short time before it was turned over.

Q. Back in January, 1933, was it?

A. Whenever the paper shows it was. I will vouch for the paper.

Q. I will ask you another question and see if you can answer that without running all over the place. Did you have in that box on November 7th, 1928, a deed of trust from Vanture and wife to J. C. Hansen, trustee, recorded in Cooke County, Illinois, securing a note for \$4,500.00?

A. Who was the note made by?

Q. Vanture.

A. Vanture?

Q. Yes, for \$4,500.00, dated August 14th, 1924, made to J. C. Hansen, trustee. Did you have that in the page 239 } box?

A. I could not tell you. How long ago was it that note matured? Have I still got the note?

Q. I don't know whether you have it, or not. I am asking you if you had it in the lock box on November 7th, 1928.

A. Has that deed of trust matured? Was it supposed to be paid up?

Q. I don't know.

A. Neither do I. I would have to have the paper to go and find out. I believe there was some property and a note or a mortgage by that name, and it seems to me that it was quite a few years ago and I could not tell you when it matured or anything about it. I would have to have that paper to know.

Q. If you had a note for \$4,500.00 made by Mr. Vanture at this time, would you know about it?

A. If I had recently made it, but if I had made it back a few years it would be another thing, especially with what I have gone through with this last year, and I can't remember.

Q. Don't you know there is such a note in that lock box now?

A. What?

Q. Don't you know there is such a note in that lock box at this time?

A. I would have to look over the list. I can look over the list and I can tell you.

Q. All right. I will give you the list. Take it and see if you can tell me anything from that.

A. I am sure if it was taken to the Bank of page 240 } Commerce it must be there, if it says so. I could not tell.

Note: At this point the witness was excused to permit Mr. Jenkins and Mr. Hughes to testify.

JOHN B. JENKINS, JR.,  
sworn on behalf of the defendants, testified as follows:

Examined by Mr. Martin:

Q. Please state your name, profession and length of practice.

A. John B. Jenkins, attorney at law, Norfolk, Virginia, 20 years.

Q. Have you any position at present with the Norfolk-Portsmouth Bar Association?

A. At the present time I am president of that Association.

Q. As President of that Association did it fall to your lot to present to the Supreme Court of Appeals of Virginia a paper signed by Mr. L. P. Matthews asking that page 241 } his license be revoked to practice law in Virginia?

A. Yes.

Q. You got a subpoena to come here as a witness?

A. I am here involuntarily, yes.

Q. Do you know Mr. L. P. Matthews' general reputation here for truth and veracity?

A. Yes, sir.

Q. What is it?

A. It is not good.

Mr. Martin: He is with you.

#### CROSS EXAMINATION.

By Mr. Page:

Q. You say that because of your experience with the Bar Association and those charges that were preferred, do you not?

A. My opinion is based on the information that came to me within the last two years in connection with acts of Mr. Matthews that have been pretty generally discussed in this community.

Q. That same situation would apply to any other lawyer who had had charges preferred against him and substantiated, would it not?

A. I think it would, yes.

page 242 } R. M. HUGHES, JR.,  
sworn on behalf of the defendants, testified as follows:

Examined by Mr. Martin:

Q. State your name, profession and length of practice.

A. Robert M. Hughes, Jr., lawyer since 1902.

Q. Mr. Hughes, have you been active in the Bar Association of this City for some years?

A. I was president for one term and have been on the executive committee for two terms, and I am on the executive committee now.

Q. Did it fall to your duty recently to have Mr. Matthews sign a paper to the Supreme Court of Appeals asking that the court revoke his license in Virginia?

A. Yes, it did. I was chairman of what is known as the trial committee which consisted of five lawyers. I was chairman of that committee and it was before that committee that the proposal originated that such a paper should be signed.

Q. Did Mr. Matthews, to your knowledge, or in your presence, sign such a paper?

A. He did, yes.

Q. Can you tell the court Mr. Matthews' general reputation for truth and honesty?

A. I think I can.

Q. What is it?

A. I think it is bad.

page 243 } Mr. Martin: He is with you.

Mr. Page: Stand down. Of course, our same objection goes to this line of testimony, the same objection made yesterday with reference to Mr. Bragg's testimony.

The Court: I understand Mr. Jenkins to say he had heard his reputation discussed.

Mr. Page: In connection with the charges against him. It is understood that it all merely goes to the credibility of the witness.

Col. Sands: Mr. Coleman is here from the bank and wants to get back.

Mr. Martin: I am willing to put him on.

SARAH ELIZABETH SAWYER,  
one of the defendants, resumes the stand for further cross examination:

Examined by Mr. Page:

Q. Now, I am going to give you a list of these securities and ask you to take them and follow my questions.

A. When you finish on this point I would like to present that paper here.

Q. If you have anything to say, say it now.

page 244 } A. Say it now?

Q. Anything you want to say, say before I start.

A. I would like to state in regard to Mr. Matthews, that Mrs. Matthews claimed that I was the one that entered criminal proceedings against Mr. Matthews. She stated this in the trial yesterday, and said that she would not have brought this case up only because I had done so. I had in my hand Mr. Matthews'—I will say this: Mr. Matthews had told me so many conflicting stories as in regard to false signatures, forged signatures, and one was Mrs. Gimbert, whom, as he said, was a forged signature, and by the time I had looked it up and went back to him and said that, "I am going to go to Mrs. Gimbert because I know it is good", he said, "Don't do it because", he says, "I have been ruined", and he said, "It is going to be a detriment against me", so he said, "Now, I will tell you the truth. Them two \$1,000.00 notes are good". I had in my pocketbook this (exhibiting paper). I didn't know what it was, didn't know what it was connected to, and I went into the Clerk's office because I didn't—I still hoped that he again had told me an untruth and that the Dunn note was good. I had this and when I went in a gentleman stepped up and said, "Is there anything we can do for you?" and I said, "I have this paper", and he said, "That is a receipt for a deed of trust". I said, "May I have the deed of trust?" I turned it over and on the back it said—wait until I get my glasses—it says, "Deed Book 306, page 245 } page 84". I said to the gentleman, "What does this mean back here?" and he said, "That is the deed book of this deed of trust that you can find", and I said, "I will go upstairs and find it", and he says, "Let me go up with you". He said, "May I go up with you?" and I said, "I would be glad to have any help". I went up there and he looked up this and to my great surprise it was a receipt for the deed of the Wickstrom loan and on it is where I saw Mr. Matthews, unbeknowing to me, had marked on the margin, and I wrote down what had been done with the piece of property, and the gentleman says to me, "Does that compare with the deed you have in your hand?" and I said, "I don't know". I opened Mr. Dunn's deed then and looked at it, and he said, "Let me see", and I showed him the deed. I didn't think there was anything wrong about it. I handed him the deed. He looked at it, and I went down stairs with it, and then I said, "Is this name on here, on that deed—" I said, "Whose name is that?" I can't recall the name now, but the young lady who was in here yesterday and testified, and he—I said, "Who is it?" and he said, "She is right back here", and I said, "May I talk to her?" and he says yes. I said, "Is this your signature on here?" and she said, "Yes,



that is my signature", and I was turning it over like that and she said, "My signature on this is a forged signature", and I was going on out and another one of the gentlemen there in the Clerk's Office said to me, "May I see that deed of trust you have?" and I said, "Certainly", and I handed page 246 { it to him. He said, "Will you come into Mr.

Prieur's office?" I said, "What for?" He said, "He would like to see you about the deed of trust". I went in and Mr. Prieur says, "You have a deed of trust there. May I see it?" I said yes. I took it and turned it over to him and said, "Here it is". He said, "The deed of trust has never been recorded and it has got my name on it and my name is forged and I am not going to stand for it". Then he said, "Where did you get that deed of trust from?" I said, "From Mr. Matthews". He reached over to the 'phone and called Mr. Arnold. Mr. Arnold was not in. He then called up Mr. Heath and Mr. Heath came over. I have never had that deed of trust back in my hands again from the time Mr. Prieur took it from me. He handed it over to Mr. Heath and Mr. Heath kept it. They asked me questions as to how I paid Mr. Matthews the money, in check or in money, and if I paid him in money did it go through the National Bank of Commerce and where did I do my banking business. I said, "If you will let me have time I am perfectly willing to do anything I can", and I went home and found where Mr. Matthews had collected \$12,000.00 from the Hathaway loan down at Virginia Beach, and I think—he had asked me if he could make loans while I was away and I told him yes. I told him he could make some loans. The Sadler loan was forged. He used it out of the \$12,000.00, and D. T. Dunn's

page 247 { was forged. He forged it also out of the \$12,000.00. Sadler's was forged and he used it out of the \$12,000.00. He used it until it was all gone and then I went back—then on this statement he sent me he said—showed the disbursements of the \$12,000.00 and these names were written down by him and he said Dunn's name was on there where he had had \$4,000.00 out of the \$12,000.00 on that loan. Now, that is how it has come that Mr. Matthews was summoned—I was asked to go to the Grand Jury, and which I did, and I stated the case to them, not that I am trying to flinch any duty on me. Had I gone in there and exposed Mr. Matthews myself it was no more than I ought to have done. He had stolen the money.

Q. Are you through now?

A. I beg your pardon?

Q. Are you through now?

A. Is there anything more you would like for me to say?

Q. I didn't like for you to say that, but you said you wanted to make a statement. I want to cross examine you as soon as you get through making your statement.

A. All right.

Q. Is there any other statement you wish to make before I start cross examining you?

A. No.

Q. All right. I will expect you to answer the question. Why did you go upstairs in the Clerk's Office?

A. I beg your pardon?

Q. Why did you suggest that you should go page 248 } upstairs in the Clerk's office when you took this paper down there?

A. Because he told me this was a receipt for a deed of trust and when I looked on the back it said the Deed Book 306, page 84.

Q. I see.

A. And I still was in hopes that Mr. Matthews had told an untruth.

Q. Why did you go upstairs in the Clerk's office looking for that deed?

A. Because I didn't know but what it was the deed to Mr. Dunn's property, and I didn't know who it was from and I was still in hopes—I never knew it had not been recorded and I didn't know there had been any forged names on it.

Q. You told a clerk that you were going upstairs and look at it?

A. I said, "I believe I would like to read on this book what it has to say", and I was going to see if it compared with Mr. Dunn's deed of trust, or not, the description of that property.

Q. You told the clerk you wanted to examine the record and you would go upstairs?

A. I certainly did.

Q. And he offered to go with you?

A. He did.

Q. How did you know that the records were upstairs?

A. Because I had been there before. I had been page 249 } up there with Mr. Matthews. I went with Mr. Matthews who said to me, "I will go with you and tell you about some things that I have done", and Mr. Matthews and I have spent two or three hours up there, and that is where I got acquainted with where to go and find out what was in the books, through Mr. Matthews.

Q. As a matter of fact, before you went down to the Clerk's office with this deed of trust and that paper, didn't you have

Mr. Old examine that record to see whether that deed of trust was on record?

A. Which deed of trust?

Q. This Dunn deed of trust?

A. Mr. Old examined some titles but I could not understand what this was.

Q. You did employ him to go to that Clerk's office and examine the record to ascertain whether this Dunn deed had been recorded, didn't you? That is a fact, isn't it?

A. Mr. Old examined some titles for some—I don't know if he ever did the Dunn title, or not, because I didn't think it was necessary after what Mr. Matthews said.

Q. I am not asking you about some. Can you state positively you didn't employ Mr. Old to examine this particular record to find out about that particular deed?

A. That particular record?

Q. Yes.

A. No, I didn't.

page 250 } Q. If Mr. Old testifies to anything along that line, it is incorrect?

A. I beg your pardon?

Q. If Mr. Old says you employed him for that purpose, he is not right about it?

A. I am not going to say if he is right or wrong, because he said he was going to examine some for me at Virginia Beach and some up there. If Mr. Old says he examined it, I am sure that he examined it, and if he says it he did, and no doubt it is right, but I didn't ask Mr. Old for this examination and that is right.

Q. As a matter of fact, didn't Mr. Old tell you he had examined it and that this deed was not recorded?

A. How is that?

Q. Didn't Mr. Old tell you that he had examined the records for this deed and that it was not recorded before you went to the Clerk's office?

A. I don't remember that.

Q. You don't remember that?

A. No.

Q. Do you deny that he said that?

A. I am not denying anything. I will not either confirm it or deny it, because he examined a number of them there for me and I don't know if that was picked out any more than the rest. Mr. Old can tell you about that. He is a lawyer and he examined some.

page 251 } Q. You know whether your lawyer advised you about it, or not, do you?

A. Advised me about Mr. Dunn?

Q. Yes.

A. Mr. Old never advised me anything what to do, in regard to Mr. Dunn's deed of trust. Mr. Old says, "I don't want to have anything to do with it".

Q. I am asking you about this particular deed, Mrs. Sawyer. Do you state positively Mr. Old never told you that he had examined the record and found that the deed made by Dunn was not recorded?

A. Mr. Old said he had examined deeds up there for me, and if he examined the Dunn deed, you can ask him and if he says it is all right, it is.

Q. I am asking you if he told you about it?

A. I don't remember if he picked out Mr. Dunn's any more than the others. I do distinctly remember Mr. Old said, "I don't want to get in any criminal proceedings against Mr. Matthews".

Q. Mr. Old did tell you that?

A. I am talking about them all collectively, all of those deeds, and I don't know if he examined that any more than he examined the others.

Q. If he had told you about this you would have remembered it?

A. I beg your pardon?

page 252 } Q. If he had told you about this deed you would have remembered it?

A. I wouldn't say if I would, or not.

Q. Isn't it a fact that Mr. Old examined the records to find if the Dunn deed had been recorded and that he told you it was not recorded, and he wasn't going to get mixed up in any criminal proceedings against Mr. Matthews?

A. He told me before he went down to examine the title, had said, "All right, but if there is anything that brings up any criminal proceedings against Mr. Matthews, I don't want to bring them up".

Q. Isn't it a fact that when you went to the Clerk's office with this deed and that forged receipt you went there with the particular object in view of showing it to the Clerk of the court?

A. I did not. I never had such a thought.

Q. You had no such idea as that?

A. I had no such idea. What I went for—I had the deed, and I wanted to find out what it was, and I found out that Mr. Matthews had stolen my property, and found that there was \$3,000.00 he had stolen.

Q. If it was with no such object as that in view, why did you threaten in Mr. Old's office to have him arrested?

A. Because Mr. Matthews—I was in his office, and I said to Mr. Matthews—what was your question, did I threaten to have him arrested?

page 253 } Q. Didn't you understand my question?

A. What did you ask me?

Note: The question was thereupon read.

A. I was in Mr. Matthews' office and he was saying to—in fact, I got very angry at him because when I left his office—I can't say it was that day or the day before—a Mrs. Vaughan came in his office and I had finished and left and then there was something more I would like to ask Mr. Matthews and I went back into the room and while I was there Mrs. Vaughan had gone into his private office and they didn't know that I had gone back, and Mr. Matthews was telling Mrs. Vaughan all about our conversation. He was the lawyer then. He had told her all about our conversation. He said, "She comes in here with some old story and I have to sit and listen to it", and he said to Mrs. Vaughan something about trying to stop her and said, "Oh, she has got some money", and all of that, and when he did I threw the door open and said, "Mr. Matthews, you are a liar. Will you tell me why you are entertaining Mrs. Vaughan in your room if she is a client of yours, and why do you have a right as I am a client of yours—" Wait a minute. I am going to tell you why, and I am getting up to it—"Why do you have a right to tell Mrs. Vaughan about all of the transactions that transpired?" I said, "I will give you some days and a few extra pages in your book so it won't always be the same story".

When I went up to his office the next day Mr. Matthews said that if I brought any criminal proceedings against him that he would say that the money belonged to his wife instead of me.

Q. When was that?

A. I could not tell you just when.

Q. Back in 1932, was it?

A. No, it was later than that.

Q. 1933?

A. I expect it was. In fact, I know it was.

Q. Let's see if you can answer the question.

Mr. Martin: You haven't let her answer. She started to say what happened in Mr. Matthews' office before she went to Mr. Old's office.

By Mr. Page:

Q. Did you go from Mr. Matthews' office to Mr. Old's office?

A. Mr. Matthews—I said to him, “What would you do if anything happened to you and if you had to go to the penitentiary?” and he said, “Why, I would be nice to the officials and the officials would be nice to me and I don't think it would be so bad”, and he says, “If you ever brought any criminal proceedings against me I would say that the money belonged to my wife”. I told him, “You wouldn't stoop so low as to say anything like that?” and he said, “Wouldn't any man grasp for a straw if he was drowning? Wouldn't he say anything and wouldn't he do anything that he could possibly do to save himself”. That is the reason why—when

he made that remark is the reason why I took him page 255 } over to Mr. Old's office.

Q. When you got over to Mr. Old's office you threatened to have him arrested?

A. I did what?

Q. Threatened to have him arrested?

A. Not right straight out I didn't.

Q. What did you do?

A. I went over there and said, “Mr. Matthews, I have a notion to have you arrested”.

Q. That was before you went down to the Clerk's office with this deed, was it?

A. I beg your pardon?

Q. That was before you went down to the Clerk's office with this Dunn deed?

A. I could not tell you if it was, or not.

Q. You and Mr. Matthews were not actually on speaking terms when you went down to the Clerk's office?

A. I don't see when we haven't been. He has always tried to speak with me, to me, whenever he could.

Q. You went down to the Clerk's office after you had this little trouble with him in Mr. Old's office and showed the deed to the Clerk, to show the deed to the Clerk?

A. No.

Q. You did it for the purpose of having him indicted?

A. Not until the Clerk asked to see it.

Q. You say you were not instrumental in having page 256 } ing him indicted. Why is it you hung around the Commonwealth's Attorney's office for several days before he was indicted? Do you deny that you stayed around at the Commonwealth's Attorney's office the better part of three days before that indictment was returned by the Grand Jury?

A. Because they wanted the information from me, Mr. Heath or Mr. Arnold. He wanted the information from me how the money was paid to Mr. Matthews, and when I found out I went around there and told him how the money had been paid.

Q. It took you three days to tell him?

A. I wouldn't say it took me any three days, and I don't think I was there three days in succession.

Q. Do you know whether you were there three days?

A. I know I was there one day and I went there with this information which I had been asked to give.

Q. How many times have you been to the Commonwealth's Attorney's office about this matter?

A. About what matter?

Q. We are talking about the Dunn forgery, are we not?

A. If you are talking about that one paper, it was finished when I told him how I had paid the money to him, and I had also been asked to go to the Commonwealth's Attorney and I had to go with Mrs. Cooper. She came to my house and took her deed of trust to the Commonwealth's Attorney.

Q. You were delighted when she came to your house, were you?

A. I can't say that I was. Why should I be de-page 257 } lighted?

Q. Didn't you appreciate having an opportunity to go down there and prefer some other charge against Mr. Matthews? You are not in love with Mr. Matthews actually as a son-in-law, are you?

A. Would you be if you had been treated like I have?

Q. I am asking you.

A. I will let you be the judge. Why ask me about it.

The Court: Let's get down to Mr. Old's office.

By Mr. Page:

Q. How long did you remain in Mr. Old's office?

Mr. Martin: He asked her whether she was in love with her son-in-law. That is irrelevant.

Mr. Page: She claimed that she has made no effort to have him arrested.

The Witness: If you would like for me to tell you why Mrs. Cooper—

The Court: I don't think there is any chance to stop her.

The Witness: Would you like for me to answer the question?

The Court: No.

The Witness: About Mrs. Cooper. I would be glad to do it, because Mrs. Cooper called me up, and Mrs. Jenkins had been in to see Mrs. Cooper, and Mrs. Cooper found out where I was; in fact, knew where I was, and she found out and she called me up at the hotel and asked me—do you page 258 } want me to stop?

The Court: I had rather you would.

The Witness: He asked me about Mrs. Cooper, and I didn't know Mrs. Cooper, and had never met her, and she found out where I was.

By Mr. Page:

Q. Let's get away from Mr. Old's office and Mrs. Cooper.

A. All right.

Q. When Mr. Matthews gave you the Dunn deed of trust in 1929, what did you think he was giving you? Did you read it at that time?

Mr. Martin: Gave it to her when?

Mr. Page: 1929.

Mr. Martin: Is it dated in 1929?

Mr. Page: The records here will show. Let's give her the deed of trust and the notes.

A. I beg your pardon?

By Mr. Page:

Q. When did you get that deed?

A. If I remember correctly, when Mr. Matthews—I got mine from other people but I could not get my deeds of trust from Mr. Matthews, a lot of them. There is a lot at Virginia Beach I could not get from him.

Q. When did you get the Dunn deed of trust?

A. I think he gave me that just about the time I came home and he made his confession that he had used everything. Isn't it written there? There was a lot of those papers page 259 } given me at that time. He tried to hold these deeds of trust and all the papers so he was able to make use of them and try to sell the notes and get some money on it or do anything he could to dispose of them.

Q. Didn't you claim you had been deceived by Mr. Matthews when he gave you this deed of trust?

A. I didn't make any claim because Mr. Matthews was the one who did the talking and I didn't know if they were good, or not. He simply wrote out a list and said, "Those are the ones that have been forged and no good," and I had to take



his word and I had to go around because he told me an untruth one way and the other.

Q. As I understand it, in 1929 he received \$12,000.00 from the Title Company, \$4,000.00 of which he used?

A. He used it all.

Q. I am talking about this particular Dunn deed of trust.

A. He used \$4,000.00 in there.

Q. He didn't give you the deed of trust which bears the name of Mr. Dunn until 1932 or sometime afterwards?

A. Sometime afterwards because naturally he didn't want me to get hold of the deeds of trust because he knew they were all bad.

Q. He had not used this deed of trust for the purpose of defrauding you out of \$4,000.00?

A. He certainly did, because he give it to me.

Q. He had already gotten it several years before, the \$4,000.00?

page 260 } A. Yes, and he makes out his statements and says that he gave me—that he made this note, this mortgage, like the others, and how he had used the whole \$12,000.00. Many times I have been up there and tried to get the deeds of trust from him and he promised and is still promising today as well.

Q. Whenever you made loans you would endeavor to get deeds of trust and notes also from him, would you not?

A. I beg your pardon?

Q. Whenever you made loans through Mr. Matthews or any other lawyer you would endeavor to secure the papers from them?

A. I never did, did you say?

Q. You did? That was your procedure, was it not?

A. I asked him for them and I had promises. I won't say all I didn't get, but sometimes, if I still asked and asked, and Mr. Sawyer went down and asked him for those deeds of trust he would always make some excuse and say that he will have them next week. It would take a lawyer to keep up with what he has done.

Q. You knew enough about business to want to know where your deeds of trust and notes were?

A. I would like to find out, yes, but I had implicit faith in my son-in-law, and if I was in his presence or in his office and asked him and he give me an excuse I didn't worry because I naturally though they were all right.

Q. I want you to demonstrate to the court exactly how that paper was placed when you signed it?

page 261 }

A. First, the beginning, was that Mr. Matthews opened the piece of paper like this (indicating), and then it was put down on the table and he said, "Sign on this line right here", and at first, before I signed it, I said, "Pres—

Mr. Martin: Go ahead. They are just talking together there.

A. (Continuing.) I said, "Pres, can I change my will any time that I want to?" before I put my name on there, and he said, "Yes, you can change your will or do anything you want with it", and I said all right. I put my name on there, and I distinctly remember taking this and folding it like this and I had it in my hand and it has never been out of my possession from that day until it went over there.

By Mr. Page:

Q. I want you to show the Judge exactly how it was when you signed it; how it was laying on the desk. Lay it right here.

A. It was laying on the desk, and I won't say if this was over here like this (indicating), and then opened it up like this, but it was laying on the desk and Mr. Matthews—I can't tell you if he turned up the paper here, or what it was, but he said to me, "Sign here", and I signed there, and then I asked the question—

Mr. Page: I want the court reporter to note that she illustrated in answering the question by laying the page 262 } per flat on the desk.

By Mr. Page:

Q. Is that all you put on that paper, Mrs. Sawyer, when you signed it? Your signature is the only thing you put on there?

A. As far as I know.

Q. Didn't you place the date on the paper?

A. Do what?

Q. Didn't you put the date on there?

A. The date?

Q. Yes, the day of the month on which it was signed? Didn't you insert in your handwriting the day of the month on which this paper was signed?

A. Not that I know of.

Q. Look at it and see if it is in your handwriting.

A. I put my name through here. Where else would you like for me to look?

Q. Look at the "7th" and see if it is not in your handwriting.

A. If it had to be signed in two places?

Q. No. You signed it once. See if you didn't insert the date in your handwriting.

A. Absolutely, no.

Q. Is that your handwriting?

A. Nothing of the kind. All I did was put "Sarah E. Sawyer".

Q. That is not your handwriting? You swear page 263 } that is not your handwriting?

A. I do.

Q. If you signed it as you indicated a few moments ago, with it being flat out on the table, why did you tell the court yesterday that it was presented to you in this form (indicating), folded, for you to sign?

A. I would not say it was over like this when Mr. Matthews handed it to me. He took the paper and put it out like this to be able to sign it and he told me to sign on this line.

Q. The fact remains—

A. I won't say but what that paper was like this when he handed it to me and I opened it like this (indicating). I had to do it because—

Q. The fact remains that the paper was open when you signed it?

A. When I signed it, if it was not so I could sign it—I am not saying this was all the way open like this, but I will say this was possibly like that (indicating) when I signed my name there.

Q. Would you say it was not open?

A. I won't say it was fully open.

Q. Would you say it was not fully open?

A. It was not fully open when Mr. Matthews handed it to me; it was not.

Q. I am talking about when you signed it.

A. I am not going to say one way or the other, page 264 } if I took this piece of paper and straightened it out like this, because Mr. Matthews come to me and said—told me to sign it there. I really think it was done like that.

Q. On yesterday you told the court that when you signed it it was placed before you like that (indicating). Is that true or untrue?

A. I just said it might be turned over like this, and here is the line here.

Q. Can't you answer the question?

A. I beg your pardon?

Q. You can answer that question, can you not?

A. When I answer the question I am going to answer it honestly.

Q. On yesterday you illustrated to the court that when you signed the paper it was actually in the form in which it is now.

A. Well—

Q. Was that true or untrue?

A. I am going to say this much; I will not say—I don't remember whether it was turned over this way, or not (indicating).

Q. You don't remember doing that?

A. Or turned this way (indicating). I say this much, that this paper might have been over—when he handed it to me it was not out straight and was put down here. As far as that being laid out flat, I am not going to say one page 265 } way or the other.

Q. Did you try on yesterday to lead the court to believe that the paper was folded up to keep you from reading what was in it.

A. No, because if Mr. Matthews had asked me to read it, or asked me if I wanted to, I would have undoubtedly done it. Why should he try to hide part of it so I could not read it?

Q. I don't know. You led me to believe, and I think you tried to lead the court to believe, yesterday that it was folded up so that you could not read it.

A. As to the position of the paper, it is quite a few years ago. All I know is it was put before me flat and I don't think it was all the way out.

Q. Was there anything done to keep you from reading that paper before you signed it?

A. Yes. They were in a hurry to leave.

Q. Who was in a hurry to leave?

A. Mr. Matthews?

Q. Where was he going?

A. I didn't ask the man the question.

Q. Anyone else in a hurry there?

A. I think they were all in a hurry to leave.

Q. Was that the only thing done to keep you from reading that paper?

A. The only thing?

Q. Yes.

page 266 } A. I was never asked to read it, and I put confidence in the man, and when it was given to me I asked the question, "Can I change my will any time I want

to?" and he said, "Yes, you can", and I took his word for it and signed it. I never asked to read it.

Q. You signed it and simply folded it up and carried it away with you?

A. It was folded up like this and I carried it away and it has never been in anybody else's hand and never been in the safe deposit box.

Q. Has never been in anybody else's possession, anybody else's hands?

A. Until I took it down to Mr. Arnold.

Q. When is the first time you read it?

A. I don't think I have ever taken the paper and read it through.

Q. You have never read it through?

A. I don't think I have.

Q. Did you know what was in the paper?

A. Mr. Matthews told me he had made my will and I took his word for it.

Q. I understand that you showed this paper to Mr. Simpson in 1932, in November?

A. I did.

Q. And at that time you marked it void?

A. I did.

page 267 } Mr. Martin: At that time she had what?

Mr. Page: Marked it void.

The Witness: I didn't mark the paper—it was some night that Mr. Simpson came up there and he witnessed my marking it void, and it was through Mr. Simpson advising me to do it, and I said, "I will take a pencil and do it", and I did.

By Mr. Page:

Q. That was in 1932, was it?

A. I expect so.

Q. It was in 1932 that Mr. Simpson advised you to do that, yet you say you didn't know anything about a deed of gift until 1933, in November?

A. No, I did not.

Q. When you were in Mr. Old's office?

A. I did not—the first time—pardon me if I contradict you, but I said that it was in Mr. Matthews' office, when I was in Mr. Matthews' office, and he said to me, "If you do anything I will claim that the money belongs to my wife". That is the first time I ever heard of it. I heard it in Mr. Matthews' office. I didn't say in Mr. Old's office.

Q. That was in 1933?

A. I expect it was.

Q. When Mr. Simpson advised you to mark this void in 1932, did you read the paper then?

A. I did not.

Q. You did not?

A. I thought it was still a will and I didn't page 268 } want it any longer.

Q. You mean to tell me that you had had a paper prepared, and a man like Mr. Simpson, who is a layman, comes to your room and advises you to mark it void and you did it without reading the paper?

A. I certainly did.

Q. You didn't read it to see what you had signed?

A. I had never read the paper and I didn't know what was in it at that time, and I naturally supposed it to be a will, and when a will is made it can be changed at any time, so he said, and I took his word for it.

Q. You knew a will could be changed at any time, didn't you?

A. Because I have been told so.

Q. Practically everything you know you have been told?

A. That is the only way you learn.

Q. How many times did you have that paper out between the time you signed it and the time you marked it void?

A. I beg your pardon?

Q. How many times did you look at the paper between the time you signed it and the time you marked it void?

A. I never looked at it.

Q. You never looked at it?

A. I simply took it home and put it away and that is all I did to it, and I was positive everything was all right.

Q. You say you thought it was a will. When you were in Mr. Old's office in November, 1933, did you page 269 } have this paper with you? In November, 1933, did you take this paper up to Mr. Old's office?

A. I think that that paper was over at the Commonwealth's Attorney's. I am not sure. I think it was.

Q. You don't know whether you took it to Mr. Old's office, or not. You have already testified that you signed this letter marked P-4?

A. But when Mr. Old wrote that letter to Mrs. Matthews and all I said, "The only thing I ever knew about it was what I have gotten from Mr. Matthews", and I never said anything to Mr. Old but simply said, "Don't you think, as long as it is marked void, I had better write and tell them"? and he said yes, and when this came up Mr. Matthews had said to me that was my will.

Q. You had been defrauded on numerous occasions in lawyers' offices and had had considerable trouble along that line. When Mr. Old wrote this letter for you, did you read it?

A. I think Mr. Old read it himself.

Q. Mr. Old didn't defraud you into writing this letter?

A. No.

Q. You are not claiming that?

A. No.

Q. That is your signature, isn't it?

A. Yes.

Q. If you thought it was a will, why did you say, "Dear  
Blanche: On November 7th, 1928, I executed a  
page 270 } paper giving you all my stocks, bonds, notes, etc.,  
subject to certain allowances to me during my  
life; and, after my death, to your father", and why did you  
say this, "At the time of the execution of this paper I had  
no knowledge that, even since 1922 or 1923, your husband  
collected certain moneys belonging to me, without paying  
same to me, such moneys having not been paid to me to date;  
delivered to me worthless notes, etc.", and why did you say  
this: "For this reason, also because I have not received the  
income on the moneys invested by me through your hus-  
band, or on the moneys he had invested for me and after-  
wards received by him in cash, I am giving you notice that  
I have cancelled the said paper; and same is void and of  
no effect"? If you claim that you believed that you were  
making a will when you signed this paper, why did you  
make those statements in this letter?

A. Because Mr. Old wrote the letter and it had been  
marked void and said, "There is nothing will come from it".  
Mrs. Matthews told me she didn't want to have anything to  
do with anything I had, and when it came back she would  
not sign it, and then I said, "Mr. Old, I made a will", and  
I naturally supposed it was a will. I will tell you now it  
is nothing but fraud from beginning to end.

Q. You are not accusing your other lawyer of fraud, are  
you?

A. Not at all.

Q. You mailed that letter, took it out and ad-  
page 271 } dressed it in your handwriting and sent it by reg-  
istered mail?

A. I did. It was handed to me in a large envelope and then  
I took it to the Post Office.

Q. There was no doubt in your mind as to what Mr. Old  
had written?

A. I told him, when she didn't want to sign it, said, "I  
made a will".

Q. Why didn't you tell Blanche in this letter that you had been laboring under a misapprehension, that you thought you had made a will, and that you had been defrauded and were cancelling it?

A. Mr. Old wrote it.

Q. You are blaming it on Mr. Old?

A. Not on anyone.

Q. Did you mark the will void that Mr. Bragg had made for you?

A. Did I mark it void?

Q. The one Mr. Bragg made for you?

A. I can't tell you. It has been a good many years and I had forgotten I had made a will. The will was given to me like this one and I undoubtedly destroyed it, and I could have taken this one and destroyed it.

Q. Here is a letter dated November 7th, 1928, addressed to Mrs. Sarah Elizabeth Sawyer, signed by Blanche L. Matthews, marked "Exhibit P-1: "Dear Mother: In consideration of your transferring to me, as of this day, all page 272 } of your personal property located in our safety deposit vault in the Norfolk National Bank of Commerce & Trusts, leased in your name and mine, that you are to have the income from the said personal property so long as you live, and that if you depart from this life prior to the death of Papa, that I will pay to Papa the sum of \$300.00 per month, payable on or before the 5th day of each and every month as long as he lives. To the fulfillment of this promise, I hereby bind myself, my heirs, executors, administrators and assigns." That letter was written to you on the 7th day of November, 1928?

A. I signed it just the same as I signed my will.

Q. You didn't sign this at all.

A. The others, I signed them just the same as—

Q. You are a little ahead of your story. You are a little fast. You didn't sign this letter.

A. I know I didn't.

Q. Why did you say you signed it? Mrs. Matthews signed the letter and it was written to you on the 7th of November, the same day you signed the paper.

A. There was a letter she sent me I signed and I thought that was the one.

Q. Where was the letter at the time you put this in the closet?

A. I beg your pardon?

Q. Where was the letter at the time you put page 273 } the deed of gift in the closet?

A. They were all together.



Q. When did you mark that void?

A. At the same time.

Q. You did read this letter after you received it?

A. I did not.

Q. Do you mean to tell me your daughter sent you a letter and you never read it?

A. It was all in the same wallet.

Q. All in the same wallet?

A. Yes.

Q. Show us how those two papers were when they were handed to you?

A. I could not tell you as it has been so long ago. I could not tell you in which way they were handed to me. They were together and I took them home.

Q. You were very definite in making your statement to the court as to the position of that paper when you signed it?

A. You want me to say just how this paper was placed when I signed it?

Q. Who handed it to you?

A. I could not tell you how it was.

Q. Was it mailed to you or handed to you?

A. I could not tell you. I think they all came together.

Q. You think so?

A. Yes.

page 274 } Q. You don't know whether it was mailed, or not? Did you ever see the letter dated November 8th, marked Exhibit P-2, addressed to Mr. E. C. Sawyer by your daughter, Blanche, with reference to this same transaction?

A. They were all together.

Q. All together?

A. As far as I know.

Q. What became of the original of the letter to Mr. Sawyer? Did you mark that void?

A. I don't know anything about the original letter.

Q. You don't know anything about that. You never saw that? Did you ever see the letter dated November 8th, 1928, marked Exhibit P-3, from your husband, Mr. Sawyer, to Blanche L. Matthews?

A. No, I didn't. I will tell you about that. I think Mr. Sawyer, as far as I know anything about it, was up in Mr. Matthews' office, or he might have been in his home, and Mr. — all of this is his writing and I suppose he signed it.

Q. You don't know whether Mr. Sawyer read the letter, or not, do you?

A. I could not tell you. It is like all of the letters that

Mr. Matthews put in front of us, and we put implicit faith in him and we signed them.

Q. On November 1st, 1933, you wrote this letter to your daughter with reference to cancelling the deed of gift.

Q. Did you ever see these releases marked P-page 275 } 5 and P-9? I will take P-5 first. Did you ever see that paper? It was prepared in Mr. Old's office.

A. Release?

Q. Yes, which you wanted your daughter to sign. Did you ever see that before?

A. I haven't finished reading it. If this is something that Mr. Old had written, why, as I stated before, he read it to me.

Q. He read it to you?

A. If this is the paper. I could not tell you.

Q. You have been to Mr. Old's office on several occasions and you were constantly behind Mr. Old to try to get Blanche in the office to sign this release?

A. What?

Q. You were constantly after Mr. Old to get him to have Blanche sign this release?

A. I don't know. In fact, I didn't care whether she ever signed it, or not. She told me she didn't want—

Q. You and Mr. Old—

Mr. Martin: Let her finish answering the question. What?

A. I don't know now.

By Mr. Page:

Q. You say you were not constantly after Mr. Old to get that signed?

A. Mr. Old?

page 276 } Q. You say you didn't care whether she signed it, or not?

A. She told me she didn't want anything that I had.

Q. You are not answering the question. I ask you if it is not a fact that you were constantly after Mr. Old to get this paper signed?

A. You say constantly after him?

Q. You say you were not constantly after him and you didn't care whether she signed it, or not?

A. I will take it back. I didn't care whether she signed it, or not?

Q. You didn't care?

A. You say I didn't bear?

Q. You didn't care whether she signed it, or not?

A. I will take that back if I said I didn't care whether she signed it, or not. Mr. Matthews said she would sign the thing up in 24 hours, something like that, that he would get her signature the next day, and I don't remember the day because I knew it was no good anyway. I knew it was void. I knew Mr. Matthews at that time had deceived me and made something else out besides a will, and I knew it was a forgery and it—I was not bothering myself about it. I had other things to think about.

Q. You were not bothering yourself about it and say you didn't constantly get after Mr. Old to get her to sign it?

A. Constantly?

Q. Yes, from time to time?

page 277 } A. From time to time?

Q. Yes.

A. No, sir.

Q. Were you in his office several times about this proposition, trying to get this particular paper signed?

A. No.

Q. You were not?

A. No.

Q. If Mr. Old says you were, he is telling something that is not true?

A. If he says I was there day after day, day after day, no. I was there on other business with Mr. Old and occasionally he would say that—speak about he had not heard from Mrs. Matthews.

Q. Let's see whether you were up there several times to see him. Mr. Old wrote a letter to Mrs. Matthews on the 10th of January: "I have been expecting you to call to see me in accordance with my letter to you of December 14th last, also my conversation with you on the 'phone. Mrs. Sawyer has called to see me several times since, so I would like for you to call as soon as possible. You can 'phone to me, 21835; and I will be glad to suit your convenience."

A. Would you call that several times?

Q. How many times were you up there?

A. How many times?

Q. Yes.

page 278 } A. I went to Mr. Old's office on other business.

Q. You went to his office on December 6th at the time Mr. Matthews signed this paper which I will read, and then you can verify it: "With reference to the bill of sale from Sarah Elizabeth Sawyer to Blanche L. Matthews, dated November 7th, 1928, the original of which is in the possession of said Sarah Elizabeth Sawyer, marked void, I am writing to

state that there is no duplicate of said bill of sale outstanding, either signed or unsigned; that I will not claim, as I have claimed, that the notes conveyed in said bill of sale, are the property of Blanche L. Matthews in any proceeding that may be instituted against me; but that said notes are the property of Sarah Elizabeth Sawyer. I further agree that the copy of the letter from Blanche L. Matthews to me dated November 7th, 1928, will be given to Mrs. Sarah E. Sawyer within 24 hours". If you were not concerned with the signing of this release and the return to you of this letter—

A. Now, I will tell you all about it.

Q. Wait a minute. If you were not concerned with the signing of this release and the return to you of this letter dated November 1st, 1933, why did you have Mr. Matthews sign any such statement as that?

A. That was when I brought Mr. Matthews over from his office to Mr. Old's office. It was the time he signed these papers and put the names on that list, what people that he had forged their names, and when he finished that, he page 279 } said, "I will make a statement that anything does not belong to my wife", and he was going to write it out and Mr. Old asked him to write it out.

Q. Go ahead.

A. Mr. Old said, "You had better write it in your own handwriting", and he spoke to Mr. Old and said, "Billy, you take it down on the typewriter and I will sign it", and Mr. Matthews did. There was never anything mentioned why he had to do it. He voluntarily did it just like he voluntarily put the names down on that paper. He wanted to do it because Mr. Matthews realized all along how many people was after him, and another thing, he realized—

Q. Go ahead.

A. I think he got to a point where he, Mr. Matthews, commenced to feel that he had better tell the truth.

Q. So when you say Mr. Matthews signed this paper on December 6th, 1933, willingly, and agreed to give you a letter from Mrs. Matthews within 24 hours, what was the hurry?

A. I can't see where there was any special hurry and Mr. Matthews voluntarily wanted to do it. It was his own suggestion to make that paper.

Q. Do you mean to tell me he bound himself willingly to get that letter back to you—

A. After he had done it he said to Mr. Old, "I have signed my name to this paper and all, and I wonder how I will be able to get out of it". It was just one day when page 280 } he was willing to do most anything.

Q. He was willing to do most anything because

you picked up the telephone and threatened to call the police?

A. I didn't threaten.

Q. You didn't threaten him?

A. I said, "I have a notion to do it", just like in his testimony he said I didn't threaten him, and when I told him not to put his name on that paper—not to sign a paper or do anything unless he was doing it of his own free will, and I didn't want to have any comeback, and he said he wanted to and suggested to make that out.

Q. He begged you to let him sign it, didn't he?

A. Don't ask such a silly question.

Q. You indicated he was so anxious to sign it that he begged you.

A. Don't ask such a silly question.

Q. Don't make such silly answers.

A. I am making a true statement. Mr. Matthews dictated to Mr. Old that paper himself.

Q. He dictated the paper, I suppose, when you started to the telephone getting ready to call the police?

A. I did not. I didn't have my hand on the telephone.

Q. Did you reach for the telephone?

A. When I first walked in the office, the first statement I made is, I said, "I have a notion to have you arrested".

Q. You had a man there who had been practicing law a number of years here and who had married your daughter—

A. Perfectly correct.

Q. And who had a son, your grandson, and he was threatened with arrest and ultimate ruin, so he signed it willingly because you threatened to have him arrested. Let's see if we can get at the truth of this matter. Isn't it a fact that when you went to Mr. Old's office the first time with reference to this paper that you never made any statement to Mr. Old about having made a will?

A. What is that?

Note: The question was read.

A. Mr. Old—I don't think that when I went to Mr. Old's office the first time—Mr. Old, I don't think he knew anything very much about the paper and because why? I knew nothing about it and had never taken up the facts until that day Mr. Matthews mentioned it in his office.

By Mr. Page:

Q. I ask you particularly with reference to the first time

you took this paper to Mr. Old's office. Did you make any statement to him at that time about a will?

A. No, because that was my will.

Q. Did Mr. Old read the paper the first time you took it there?

A. I could not tell you if he did, or not.

Q. You handed it to him, didn't you?

A. I don't remember. I think perhaps Mr. Old page 282 } got that from Mr. Arnold. I don't know.

Q. Mr. Old didn't undertake to write a letter about that paper without referring to it, did he?

A. I don't know. That paper went over to Mr. Arnold's, and how that paper got from Mr. Arnold's to Mr. Old's, I can't remember.

Q. Don't you know, as a matter of fact, that Mr. Old read the paper and dictated this letter?

A. I know he dictated that letter.

Q. Did you say anything to Mr. Old at the time he dictated this letter about having made a will?

A. No, because—

Q. Why?

A. I naturally took it for granted it was a will.

Q. You naturally took it for granted that it was a will?

A. Absolutely. He knew I told him to make a will and he knows I expected a will.

Q. What did you tell Mr. Old you wanted to do about this paper?

A. I said, "It is marked void", and he said, "It is not good and I will write to Mrs. Matthews and ask her to sign out of that paper", or whatever it is.

Q. What did you tell him about writing this letter to Mrs. Matthews about a paper which your son had declared was void?

A. He said it was void.

Q. He said it was void?

page 283 } A. Which letter?

Q. The letter that you wrote her trying to get this release signed.

A. As far as what Mr. Matthews claimed, it was all right. He wanted Mrs. Matthews to sign it.

Q. He was anxious for her to sign it?

A. He said, "It will be signed".

Q. Just like he was anxious to sign this paper?

A. Why did he sign it if he didn't want to?

Q. I am not supposed to answer questions, but I am going to this time; because you were threatening to put him in the penitentiary and he would have done anything to get from un-

der your threats. That is the last question I am going to answer for you, but I want you to answer my questions. This paper was signed on the 6th day of December?

A. Yes.

Q. This release is dated on the 7th day of December?

A. Yes.

Q. Mrs. Matthews was supposed to come down the next day and sign it?

A. According to Mr. Matthews' statement.

Q. She was your daughter, was she not?

A. I told you that in the beginning. You asked me and I said yes.

Q. Did you ask her to sign it?

A. Did I ask her?

page 284 } Q. Yes; did you ask Mrs. Matthews to sign this release?

A. There is Mr. Old's letter and he was my attorney.

Q. I didn't ask you that. You are the girl's mother. Did you at any time—

A. Mrs. Matthews has not spoken to me for over a year.

Q. Have you spoken to her? Have you spoken to any of your relatives in over a year? Have you spoken to your sister or brother in over a year? Are you on speaking terms with any of your relatives? Probably you can answer those questions.

A. What is that you said?

Q. You claim Mrs. Matthews has not spoken to you in over a year.

A. She said she didn't want me in the home and it was voluntary, and I said, "When Mrs. Matthews wants me to come I will be very glad to come", but I never had an invitation.

Q. Why, if you were anxious to get a release signed to the deed of gift by your daughter, didn't you go to her and ask her to sign it?

A. No, I didn't because it was up to her if she signed it, or not.

Q. You didn't want it signed?

A. I didn't say so.

Q. You say you didn't care whether she signed it, or not?

A. I told you a little while ago when I was talking fast, I said, "I will take it back". You remember that.

page 285 } Q. You have said so many things, and I can't remember anything except the ones I expect to contradict. You take that back, and you did want her to sign it?

A. I said if she wanted to sign it that it was all right.

Q. But you didn't want her to sign it particularly?

A. How many more times are you going to repeat that?

Q. Possibly eight or ten times.

A. Go to it.

Q. You said a few moments ago you didn't care whether she signed it, or not?

A. I told you I would take that statement back.

Q. And now you say she could have signed it if she wanted to?

A. It was entirely up to her.

Q. Did you want her to sign it?

A. I beg your pardon?

Q. Did you want her to sign it?

A. It was entirely up to her if she signed it, or not.

Q. Let's get down to the proposition of these securities. Let's take that list that has been introduced in evidence and check it. Item No. 1, of course, is \$540.00; item No. 2 on that list—

Mr. Martin: Do you want her to read it to you?

Mr. Page: Yes.

A. You wish me to read it?

page 286 } By Mr. Page:

Q. Yes.

A. Real estate bond, No. 2, Carrie L. Clark, balance \$300.00.

Q. Was that in the lock box in the National Bank of Commerce or placed in the box in the National Bank of Commerce at the time that this paper was signed on November 7th, 1928?

A. You mean when this will of mine—

Q. When the will or deed of gift, whatever you call it, was signed.

A. Whatever you call it?

Q. Yes.

A. No, it was not.

Q. It wasn't there. Where did you get that and from whom did you get it?

A. Is it necessary for me to answer that?

Mr. Martin: Tell them about every one. You have to go through them all if they want them.

A. This Carrie L. Clark, I made a loan to Mr. Harding here in Norfolk, the jeweler.



By Mr. Page:

Q. When?

A. Is the date on here?

Q. No.

A. I can't tell you the date, just the date. It was made in the last few years.

page 287 } Q. After this paper was signed?

A. Yes, after 1928.

Q. How much was that loan?

A. I beg your pardon?

Q. How much was that loan originally?

A. \$500.00.

Q. \$500.00. It has been paid down to \$300.00?

A. Yes.

Q. Where did you get the money to make that loan?

A. It was made from the money of the—from my income and interest I had saved.

Q. Interest you had saved from other securities; is that true?

A. I beg your pardon?

Q. It was made from interest received from the other securities?

A. Yes, as far as I know.

Q. As far as you know?

A. Yes.

Q. Securities which were in your lock box?

A. As far as I know.

Q. Item No. 3; read that.

A. Deed of trust, B. L. Matthews and L. P. Matthews to R. D. Holland, trustee, Deed Book 297-A, page 109. Insurance policy No. 1433865—Stuyvesant Insurance Company, property 3019 Baupaume. Cancelled note for page 288 } \$1,200.00 dated January 3rd, 1927.

Q. Was that note in the lock box at the time this deed or will was signed?

A. Oh, this was made in 1927.

Q. 1927?

A. 1927. I can't say if it was in there, or not. Possibly it was in there.

Q. You don't deny that it was in there?

A. I won't deny that it was in there because I had some of my papers at home and I could not tell you for sure whether it was, or not.

Q. You need not read them audibly, but paragraph 4, tell us whether the \$4,500.00 note of Vanture was in the box at the time this paper was signed?

A. I think that has been renewed.

Q. You haven't answered the question. Was it in the box at the time this paper was signed?

A. If this loan was made before 1928 it was in the lock box.

Q. You say that because all of your papers were in there?

A. I beg your pardon?

Q. You say that because all of your papers were in there?

A. I didn't say that. You understood me to say I had some at home.

Q. That is the reason I am asking you that question now. Why do you say that if it was made before 1928 it was in that box?

page 289 } A. Because this is a Chicago paper and I think this was in the box.

Q. You think all of the Chicago papers were in the box?

A. I don't think that every one of the Chicago papers has been in the box because some of them were at home.

Q. Why do you say this was in there at that time because it was a Chicago paper?

A. Because when I went there I remember that I cut off the coupon note, or whatever it is, and I think I remember this name.

Q. It was in there. Take item No. 5, \$3,000.00, deed of trust made by H. T. Wrightson. Was that in there at the time? That is dated October 5th, 1929.

A. \$3,000.00 note, H. T. Wrightson; that is a loan that I made through Mr. Matthews and Mr. Matthews took—no, I can't say that all of the papers was in there because Mr. Matthews took the note to Mr. Wrightson and went and got the money on it, so, of course, it could not have been all in there at the time.

Q. It is in there now, isn't it?

A. I beg your pardon?

Q. It is in the box at the bank now? This is a list of the items in the box when it was examined by you, Col. Sands and Mr. Martin.

A. I think it is in there now.

Q. It is one of the securities?

page 290 } A. I beg your pardon?

Q. It is one of the securities in there at this time?

A. If it was in there when that box was open. There has been nobody to the box and I am sure it is in there now.

Q. It was in there in 1928?

A. Yes.

Q. Item No. 6.

A. I didn't come in possession of this property for a long

time. Although the loan was made through Mr. Matthews and this property had to be foreclosed, or something, long ago, and that is how it was I came in possession of it, and I also wish to correct the statement I made yesterday; there was right much laughing going on when I spoke about the gasoline station and the property delivered to me, and I said that was the gasoline station. I understood all of that. I said about the note, that I haven't got it, except I have sold it. I wish to state this, that I did sell, as I said, to a colored man and he bought half of it, so half of the gasoline station is mine.

Q. Item No. 6, five shares of Bank of Commerce stock, certificate No. 913, in your name, dated October 9th, 1933. That was not in the box at the time this paper was signed, was it?

A. What property?

Q. Five shares of Bank of Commerce stock. You didn't buy it until 1933, did you?

A. No. I made a loan on this Bank of Commerce stock through Mr. Matthews.

Q. When was that?

A. I could not tell you. You will find it in the box, whatever date it was, and then—

Q. Do you know whether—

Mr. Martin: Let her finish answering the question.

A. Then in September when I came home, the first part of September, she told me she had gone, and, of course, I took over the Bank of Commerce stock.

By Mr. Page:

Q. Do you know whether that was in the box on November 7th, 1928? Did you make that loan before November, 1928?

A. Really I could not tell you if I did, or not. You will find, it in there, but it was in September when Mr. Matthews turned over this Bank of Commerce stock to me.

Q. Item No. 11, first mortgage notes, Nos. 1, 2, 3 and 4, for \$500.00 each, made by Pattie Beaman Dix and S. J. Dix, dated November 16th, 1933. Were those notes in the box on November 7th, 1928?

A. Why, no, because it was made afterwards. This loan was made in 1933.

Q. Was that a new loan or a renewal?

A. It was a new loan.

Q. A new loan?

A. It was when I made the loan.

page 292 } Q. That is for \$2,000.00, is it not?

A. Yes.

Q. Four notes of \$500.00 each?

A. Yes.

Q. Where did you get the \$2,000.00 to make that loan?

A. Well, my mother in Chicago left me a trust. There was left in a trust fund there for me \$10,000.00, but it had not matured to be worth much of anything. I haven't gotten interest on it. That wasn't worth much except interest on \$3,000.00. Of course, interest on \$3,000.00 for a few years was put in.

Q. You saved this \$2,000.00 of interest on money in a trust fund in Chicago?

A. What I had accumulated.

Q. Was all of this \$2,000.00 income or part of it principal originally in the lock box? Did you make this \$2,000.00 loan entirely out of your income, money you saved from your income, or was part of it original principal in that box in November, 1928?

A. I can't tell you. I could not answer to say just exactly how we were dividing it because naturally everything I had was mine, and naturally I saved up all we didn't have to pay out.

Q. Some of it came from income and some of it from principal?

A. I could not tell you without I went over to find out.

Q. How about No. 12?

page 293 } A. No. 12?

Q. Yes.

A. That is the resignation of L. P. Matthews—read it, please.

Q. If you want to read it, read it yourself.

Mr. Martin: Can't we eliminate some of this?

The Court: I would like to. If this is going on, we will be here forever.

A. All I want to state—

Mr. Page: I was merely asking her about the securities.

Mr. Martin: You are not going to ask her about all of them, are you?

Mr. Page: Only the securities we are interested in.

The Court: How many are there?

Mr. Page: \$56,000.00 worth here, about ten items. There are 35 items listed.

Mr. Martin: Just go to the items that she calls by number.

The Witness: Here is what I want to say about the Du-Pont Circle: I gave Mr. Matthews \$1,000.00, and the property was sold and he never turned it over to me.

By Mr. Page:

Q. Are you through with that?

A. I will say here—

page 294 } Mr. Martin: Wait until he calls the number.  
He may skip some of them.

The Witness: He asked me to read the.

By Mr. Page:

Q. Note dated June 10th, 1933.

A. Yes, I will answer all about that. I will be glad to.

Q. Was that original note in the lock box at the time this paper was signed?

A. No. This transaction took place afterwards. I made this loan—I didn't make it myself, but Mr. Matthews made it for me. At least I have a piece of property in Miami, Florida, and they paid a certain amount of money down when they bought the property, and as Mr. Matthews was my attorney the money was sent to him, of course, the cash, and, of course, I never got the money. He just needed the money and put it in his pocket.

Q. The note is still in the box, isn't it?

A. Ludwig?

Q. Yes.

A. That is in the box.

Q. They still owe \$5,096.24?

A. No.

Q. How much do they owe now?

A. I could not tell you how much, but they bought this place and also paid \$40.00 a month on it, and paid so much down, and

I don't know what was left out of it after Mr.  
page 295 } got through.

Q. On June 10th, 1932, they owed you \$5,096.24?

A. Yes.

Q. And since then they have paid \$40.00 a month on it?

A. Yes, and they never—

Q. And it is subject to a credit \$40.00 for each month thereafter?

A. Yes. They are going to pay that for this property until it is paid for.

Q. Item No. 19—

A. What number?

Q. Item No. 19, Norfolk City bonds, dated May 1st, 1932, \$500.00 each, total \$4,000.00. You purchased those in 1932, and they were necessarily not in the box on November 7th, 1928?

A. No.

Q. With what money did you purchase those?

A. With the money I had.

Q. Was that income or principal?

A. That I could not tell you until I counted it all up and found out because I would save up and buy a bond, one or two at the same time. They were bought at different times.

Q. Occasionally a bond would be paid off and you would reinvest that?

A. I don't remember any of the Chicago bonds being paid off. I didn't get anything out of the wreck.  
page 296 { Q. All of them are not Chicago bonds, are they?

A. I beg your pardon?

Q. Do you have some Florida bonds?

A. Yes.

Q. Has any of the principal of the bonds been paid since 1928 and any new loans made from that?

A. Any paid off?

Q. Yes.

A. Some of them paid off monthly.

Q. I understand that, but it is a fact that as money was paid on any of those bonds you did reinvest it?

A. Whenever I had any money to spare I reinvested it. If you wish to know any of the maturities, I can find out if anything has matured and put in the box.

Q. Item No. 20, deed of trust dated December 2nd, 1925, property in Cooke County, Illinois, made between John Sobon and others, to Jens Hansen, \$3,500.00. That was in the box at the time, was it not?

A. I see it says, "Dated December 2nd, 1931, for \$3,500.00".

Mr. Martin: There are two dates there.

Mr. Page: It was a renewal of it.

The Witness: Yes, there were some that were renewals. Yes, that was in the box.

By Mr. Page:

Q. Item No. 21 is for the same amount. Is that a separate bond? How many bonds did you have made  
page 297 { by John Sobon?

A. I could not tell you.

Q. That was December 2nd, 1925, and so that was in the box at the time the paper was signed, was it?

A. I could not tell you.

Q. You could not say?

A. I think there is one bond or one mortgage that is, a Chicago Mortgage, that I had at the house. I think there is one I had out there and there was something about the interest, as I remember it, and I had it in the box and I still think that bond is there.

Q. Is that at home now? Do you mean it is not in the box now?

A. Yes. No, it is not in the box, but home.

Q. All of the rest of the Chicago bonds were in the box at the time this paper was signed; is that true?

A. When this paper was signed?

Q. No, when the original gift or will was signed?

A. They have been taken out at different times, so I could not tell you if they were in there, or not, when that paper was signed.

Q. You can't tell which ones were in there and which were not at the time that paper was signed?

A. I could not tell you if they were all in there, or not.

Q. But ordinarily you would keep—

A. You mean when that deed, or whatever you call it, was made?

page 298 } Q. Yes.

A. I could not tell you if they were all in there at that time, or not.

Q. Ordinarily you kept them together?

A. Sometimes I would take one home and sometimes take some away.

Q. You would only take them home when you had a special reason for doing it?

A. Sometimes I went there and would take them home, and sometimes they were sent away, and they were not always in the box. I am telling you about this one I remember now that is at home.

Q. No. 22, Kantor renewal notes dated May 1st, 1933, No. 2 to 10, inclusive, for \$175.00 each, and renewal agreement for \$7,000.00 dated May 1st, 1933. That was a Chicago proposition. They were in the box at the time the paper was signed and was a part of your securities at the time it was signed, was it not?

A. If that Kantor note was made prior to 1928, undoubtedly it was there. It might have been there and might not. It is just like I said before.

Q. The same thing applies to the notes under Item No.

23, \$4,500.00. dated January 25th, 1928, made by Jen Seremak. That was in the box at the time, was it not? It was dated in January, 1928?

A. What date in 1928, please?

page 299 } Q. January 25th, 1928, the first part of the year.

A. In 1928?

Q. Yes.

A. If the papers had not been sent away and if I did not keep them home for any purpose. I will not say that they have not been in the box.

Q. November 30th, 1927, item No. 24, mortgage note of \$5,000.00 dated November 30th, 1927, made by Starzyk. How do you pronounce that man's name?

A. What? I didn't understand you.

Q. Who did you make that loan to under item No. 24, Starzyk?

A. On some of those deeds of trust there are two different names because they would transfer them from one name to the other. Do you see what I mean?

Q. Yes.

A. And there is \$7,000.00—have you got it there for \$7,000.00?

Q. \$5,000.00.

A. Or \$5,000.00.

Q. That is \$5,000.00 dated November 30th, 1927. That was one year before or nearly a year before you signed that paper?

A. Yes.

Q. That was in the box unless you had taken it home?

A. I think it was there.

Q. Or unless you had sent it off for collection of interest or renewal?

page 300 } A. I think it was there.

Q. Item No. 25, mortgage note of \$1,000.00, dated October 20th, 1928, made by Zaidlicz. That was in there at the time, was it not?

A. I expect it was. It was made in 1928, and I expect most likely it has been in the box.

Q. No. 26, mortgage note of \$1,500.00, dated November 17th, 1931, made by Peterson. That would not have been there at that time?

A. What number is that, please?

Q. No. 26.

A. 27?

Q. 26.

Mr. Martin: On the last page.



A. This loan was made in 1931, was it?

By Mr. Page:

Q. 1931, yes. Was that loan made out of income or principal, or both?

A. Yes, the loan was made in 1931.

Q. In November, 1931?

A. I don't remember it.

Q. You don't remember that?

A. Is this a Chicago loan?

Q. I don't know. It is to a man named Peterson.

A. I expect so.

Q. Item No. 27, renewal agreement, \$2,500.00, page 301 } dated March 17th, 1933, by Pauline Penelle, et als.

Is that a Chicago loan?

A. It says a trust securing the original loan?

Q. Yes. That is a renewal?

A. I expect so.

Q. That was in the box at that time?

A. This was made in 1923.

By Mr. Martin:

Q. 1933.

A. If it was made prior to 1933. As far as I know, as I say, some were in the box and some not. It would be hard for me to say.

By Mr. Page:

Q. Renewal agreement dated May 1st, 1928, for \$7,000.00, item No. 28, made by Joseph Kantor, and others.

A. Yes.

Q. That was in the box at that time, was it not, dated May 1st, 1923.

A. Is this 1931?

Q. Item No. 28.

A. No. 28?

Q. Yes, a renewal note.

A. Yes. I think we were getting three or three and one-half per cent on that. I remember that had been renewed.

Q. Now, Item No. 29, renewal agreement—mortgage note, \$4,000.00, dated October 10th, 1930, made by page 302 } Frank Eppolito, et als; was that an original note made in 1930 or was it a renewal?

A. I could not tell you.

Q. You could not tell me?

A. I don't know.

Q. Item No. 30, renewal agreement, dated March 30th, 1928,

\$1,500.00, Chismich, and others. That was in the box at the time, was it not? It was made March 30th, 1928?

A. March 30th, 1928?

Q. 1928, yes.

A. I could not tell you.

Q. Item No. 31, mortgage note, \$3,500.00, dated April 24th, 1928, Pontoni, et als, renewed April 24th, 1933. That was in the box, was it not, at the time this paper was signed?

A. That was April—oh, it was renewed?

Q. Yes.

A. But when it was—

Q. It was made originally on April 24th, 1928.

A. April 24th?

Q. Yes, 1928.

A. 1928?

Q. Yes.

A. And it has been renewed? I don't know. I expect it was.

Q. Item No. 33, three and four-sevenths shares Bruce-  
mont Salvage Corporation, certificate No. 8, dated  
page 303 } August 14th, 1931, made to Sarah E. Sawyer with  
note of corporation for \$1,000.00, dated August  
15th, 1931.

A. Oh, that is that Asheville property.

Q. Asheville property, is it?

A. Yes, that is the Asheville property. I think that was the other \$1,000.00 I spoke about. That is where I spoke about—he asked me to make the loan and I went to the National Bank of Commerce and asked about it and they said, "Yes, Mrs. Sawyer that is a very good loan", and they knew the property was worth \$1,000.00.

Q. That was before this paper was signed, was it?

A. Mr. Matthews took the money from me and then took a certain amount out for fees, and I have never gotten one cent of interest or never gotten anything from it. He made the loan and took what he wanted out for himself.

Q. That transaction took place before you signed that paper?

A. What year did that take place in?

Q. I am asking you if it took place before that?

A. No; this was after that.

Q. Originally you made a loan on the real estate and afterwards took a certain number of shares of stock for your loan?

A. Yes. That has something to do with the Guaranty Title & Trust, don't it?

Q. I think it has. You received some three and four-sevenths shares of stock in the Brucemont Corporation?

A. Yes.

page 304 } Q. That was for your \$1,000.00 original loan?

A. No; this was \$1,000.00 I loaned through Mr. Matthews here not long ago.

Q. We are talking about this note from the Bruceмонт Salvage Corporation, and that stock.

A. What number is that, please?

Q. 1933.

A. It seems to me that that—that I have got mixed here in the two \$1,000.00. I can't tell you if this is that piece of property.

Q. It is not the property at all?

A. It is not the property.

Q. This is stock in the Bruceмонт Salvage Corporation, three and four-sevenths shares?

A. I don't know whether that was mixed up in the Guaranty Title, or not. I think it is not the Asheville property. I made the loan and Mr. Matthews took part of the money out of it.

Q. I think that concludes that part of the examination. Now, on the date this paper was signed, November, 7th, 1928, you went down to the bank with Mrs. Matthews and opened a safe deposit box there, didn't you?

A. I positively did not.

Q. You did not? The paper was signed on the 7th day of November, was it?

A. Yes.

page 305 } Q. You positively deny you went down there?

A. I never remember going to the box with her at all.

Q. Do you deny going there?

A. I beg your pardon.

Q. Do you deny that you opened a safe deposit box on November 7th?

A. I won't say because I went down there to see the box, but we didn't go down there together.

Q. How many safe deposit vaults have you had in the Bank of Commerce?

A. You mean—

Q. You and Mr. Sawyer both, or either one of you? How many have you had there altogether?

A. We have been in there 21 years or more. I could not tell you how often we changed our boxes.

Q. Isn't it a fact that after that paper was signed on November 7th, 1928, that you went down to the bank and opened up a box on that same day in your name to which Mrs. Matthews was given access?

A. If I remember correctly, it was the same box I had always had. I don't remember ever taking out a new box.

Q. You don't remember taking out a new box?

A. No. It seems to me like it was the same box, and I just let her have the key.

Q. If the records of the Bank of Commerce disclose the fact that prior to that time Mr. Sawyer had had page 306 } a box in his name and that on November 7th, 1928, you opened a new box in your name and in Mrs. Matthews' name you would not dispute that fact, would you?

A. I beg your pardon?

Q. You wouldn't deny it?

A. I don't remember opening a new box. Possibly it might have been done, but I don't say I remember doing it. What I thought it was, I had just let Mrs. Matthews have a key to my box.

Q. Have you continuously had a box at the National Bank of Commerce for the last 25 years?

A. I should judge it was along about that time. I won't say within a few years, but we have been there a long time.

Q. But you don't remember opening any box on this particular date? Didn't you and Mrs. Matthews talk the proposition over after you had signed the paper, and agreed to open a joint box to put these securities in?

A. To put what securities in?

Q. The bonds, stocks and notes which you held?

A. No, I don't remember that.

Q. You don't remember that?

A. No, I don't.

Q. You seem to remember very particularly what happened with reference to the signing of that paper, but you don't seem to be very clear on what happened with respect to other things?

A. If I opened a box that day they can tell at page 307 } the National Bank of Commerce whether I did, or not, but I, myself, cannot say because I certainly thought that I had given Mrs. Matthews the right to that box.

Q. You wouldn't deny that you opened a new box on that day, would you?

A. I will deny it unless the National Bank of Commerce can tell me that I did open a box that day. I just told you that I cannot remember.

Q. If the National Bank of Commerce tells you that you did open one on that day, then it is a fact?

A. Yes, it is a fact if I opened a box on that day, and I am

sure the National Bank of Commerce—they should have a record of it and I am sure they would not say I didn't if I did.

Q. What time of day was it you went—you signed this paper?

A. What paper?

Q. The one signed in Mr. Matthews' office which you claim was a will?

A. When was what?

Q. What time of day was it?

A. What kind of day?

Q. What time of day?

A. If I remember correctly, it was along late in the afternoon.

Q. Late in the afternoon?

A. But I may be mistaken about that.

page 308 } Q. You remembered particularly how the paper was presented to you for your signature?

A. No, I don't say I remember exactly how the paper was.

Q. You said so yesterday. You remembered that Mr. Matthews—

A. I remember the bottom line put down for me to sign on.

Q. You remember Mr. Matthews was in a hurry?

A. Yes.

Q. Yet you don't remember whether you opened a safe deposit box on that day?

A. I can't tell you. If the—the truth of it is if I opened a safe deposit box they have got my signature there and there is no argument.

Q. Where did you have your securities before you opened this box, if you opened a box on that day?

A. Where were they kept if I opened a box on that day?

Q. Yes.

A. The securities were taken from the old box and put into the new one.

Q. At the same bank?

A. I never had a box in any other bank in Norfolk outside of the National Bank of Commerce.

Q. So if you did take out a new box on that date your securities were moved from the old box into the new box?

A. Oh, yes.

page 309 } Q. And all of those securities were removed with the exception of possibly some you had over at the house?

A. Yes.

Q. Which you were sending off for collection of?

A. Those securities—there were securities that I had I

never could get the papers from Mr. Matthews for, never been able to, and they could not possibly be in there.

Q. Those Mr. Matthews had, it was impossible for them to be in there?

A. Yes, and it had been so for those years he had been taking care of my business.

Q. The only securities we are interested in now are those ones Mr. Matthews didn't have anything to do with, and are the ones he actually turned over to you, if any.

A. I didn't hear the question.

Q. The only securities we are interested in now are the ones you actually had in hand at that time.

A. If they matured—if they had been matured, they were replaced.

Q. We are interested in those that you actually had. Now, this box that you opened down here at the Bank of Commerce, the one you have now, when did you secure that?

A. I asked Mrs. Matthews for the key when I found out what Mr. Matthews had done, and she said, "I will gladly give it to you. I don't want anything you have got", and I can't say if it was that day, but a few days afterwards I went down there and opened up the box. The  
page 310 } Bank of Commerce can tell you when this next  
box was taken out and that will give you the correct date.

Q. You made a change at that time and took all of the securities out of the box which Mrs. Matthews had had access to?

A. Yes.

Q. And put them in this new box?

A. I did.

Q. That new box was rented in your name, was it not?

A. It was.

Q. After you transferred all of those securities from the old box into this new box which you recently took, I think in 1932, did you leave anything in the box which you and Mrs. Matthews formerly had had access to?

A. In the old box?

Q. Yes.

A. Why, certainly not.

Q. You cancelled the old box?

A. Why, certainly I did. Mrs. Matthews give me the key to do it with.

Q. Everything that is now in the new box was on November 7th, 1932, when you took out the new box, in the box which you and Mrs. Matthews had; is that true?

A. You mean the notes that was in the old box I put in the new one?

Q. Yes.

A. I certainly did, and I told her I was going page 311 } to do it.

Q. Who do you claim those securities belong to at this time?

A. At this time?

Q. Yes.

A. I claim they belong to me.

Q. Then why, when you made this transfer from the old box to the new box, did you put an envelope in that box with notation in your handwriting, "The contents of this box is the property of Edward Sawyer", and not Sarah E. Sawyer?

A. That is when I made the will and that has only been in the last couple of months. That is when I made my will to Mr. Sawyer and in case I should die that he could have the contents of that box.

Q. Now, you have made another will, have you?

A. One to Mr. Sawyer.

Q. Who made that for you?

A. Mr. Old.

Q. When was that made?

A. I could not tell you. Mr. Old can tell you.

Q. Is that in the lock box?

A. No. Mr. Old has it in his office.

Q. Mr. Old has it in his office?

A. And I will tell you when it was made Mrs. Matthews knew it was made because I wrote a letter which was sent to her saying I was making a will and giving what I had to Mr. Sawyer.

Q. If any such letter was written as that she has never received it. That is beside the question. You page 312 } did put in the box the memorandum I have just referred to, "The contents of this box belongs to Mr. Sawyer"?

A. Yes, in case I passed on.

Q. Was that done in an effort to try to show that Mrs. Matthews had no interest in the contents of that?

A. No, it was not done with that motive at all.

Q. You didn't say on the memorandum that the property would belong to Mr. Sawyer on your death but said, "The contents of this box is the property of Edward Sawyer".

A. I was down there at the vault checking up and I said, "The contents of this box belongs to Mr. Sawyer".

Q. Why did you not put the date on it?

A. Did I?

Q. Why didn't you?

A. Because I never gave the date a thought. It has been within the last couple of months.

Q. If you intended it to be the property of Mr. Sawyer upon your death, why did you say that it is his property now?

A. What?

Q. Why did you say in the memorandum that it now is his property?

A. I just simply put that on there, that what was in the box, because nobody else had any claim on it.

Q. Do you claim it belongs to him now?

A. Yes, belongs to us jointly.

page 313 } Mr. Martin: Mr. Coleman is here, and can't we put him on now?

Mr. Page: We can put him on, but I am not through with Mrs. Sawyer. It is understood that I am not through with Mrs. Sawyer yet.

J. A. COLEMAN,

sworn on behalf of the defendants, testified as follows:

Examined by Mr. Martin:

Q. Your name is J. A. Coleman?

A. Yes.

Q. You have charge of the safety deposit boxes in the National Bank of Commerce?

A. Yes.

Q. Norfolk, Virginia.

A. Yes.

Q. And have had for a number of years?

A. Yes.

Q. Does Mrs. Sawyer, Sarah Elizabeth Sawyer, have a deposit box at your bank now?

A. She has.

Q. Will you give us the number of it, please, and when she took out the present box?

A. No. 1176.

page 314 } Q. When did she take out the present box?

A. November 7th, 1932.

Q. In whose name is that?

A. Sarah Elizabeth Sawyer.

Q. Has anybody else right of access to that box except herself?

A. At the present time?

Q. Yes.

A. Mr. Sawyer has.



Q. Is that by a memorandum giving him the right?

A. Mrs. Sawyer has given him the right.

Q. Mrs. Sawyer has given the right?

A. Yes.

Q. Prior to that 1932 box that was gotten in your bank, was there another box there of Mrs. Sawyer whom her daughter had a right of access to?

A. There was a box rented to Mrs. Sawyer on November 7th, 1928.

Q. November 7th, 1928, a box was rented to—

A. Sarah Elizabeth Sawyer.

Q. In her name?

A. In her name.

Q. Did anyone have right of access to that box, anyone other than Mrs. Sawyer?

A. Blanche L. Matthews was appointed a deputy and agent.

Q. Have you the form on that?

page 315 } A. With me?

Q. Yes.

A. No, sir.

Q. That box was in the name of Sarah Elizabeth Sawyer?

A. Yes.

Q. But there is a form you have for the deputy or agent that lets them go in the box?

A. Yes.

Q. And that was named as the daughter?

A. Yes.

Q. And the box there at the present time is in the name of Sarah Elizabeth Sawyer?

A. And E. C. Sawyer.

By Mr. Page:

Q. What was the date of the last box?

A. November 7th, 1932.

By Mr. Martin:

Q. Prior to the box we have been discussing, did Mr. or Mrs. Sawyer have either the same box or any other box in your bank?

A. No, sir.

Q. Can you check up your records on that?

A. Yes.

Q. Have you located Mr. E. C. Sawyer's name?

A. I believe years ago he had a box there but it was a new transaction on November 7th, 1928.

page 316 } Q. Before 1928 when did Mr. Sawyer have his box there?

A. I think three or four years prior to that, but he had released the box and moved away from Norfolk or the bank.

Q. How long ago has that been, do you know?

A. That was about three years prior to—about 1925, I think.

Q. Prior to that time, how long had he had a box with you?

A. He had had a box for a number of years, since I took charge of the vault.

Q. Ever since you can remember?

A. Yes.

### CROSS EXAMINATION.

By Col. Sands:

Q. Prior to November 7th, 1928, or on that date and prior to the time that box No. 714 was opened, neither Mrs. Sawyer nor Mr. Sawyer had a box?

A. No.

Q. She testified today that she had had a box there, either she or her husband, for the last 20 or 25 years. Is that correct, according to your records?

A. When I first took charge of the vault Mr. Sawyer had a box there and I think about 1925 he gave up the box and moved it to another bank.

Q. But for three years, from 1925 to 1928, neither one had any box?

page 317 } A. No, sir.

Q. Then on November 7th, 1928, this box No. 714 was opened?

A. Yes.

Q. November 7th, 1928. Do you recall whether that was opened by Mrs. Matthews or Mrs. Sawyer and Mrs. Matthews?

A. It was opened in the name of Sarah Elizabeth Sawyer.

Q. Do your records, which you have examined since, indicate that both Mrs. Sawyer and Mrs. Matthews were in the bank on November 7th, 1928?

A. Yes, they were together because Mrs. Matthews signed the slip.

Q. On November 7th, 1928, they were together because Mrs. Matthews signed a slip, and they were both given keys?

A. No, sir, Mrs. Sawyer was given the keys and she turned it over to Mrs. Matthews.

Q. Mrs. Matthews had a key and this deputyship, as you call it, and had access to this vault whenever she desired?

A. Yes.

Q. Without the presence of Mrs. Sawyer?

A. Yes.

Q. Did you examine your records to see when that box was surrendered and when the deputyship was cancelled by Mrs. Sawyer? Was that November 7th, 1932, that box 1176 was taken out?

A. Yes.

Q. Was it on February 28th, 1934, that this page 318 } joint contract or box No. 1176 was put in the name of E. C. Sawyer?

A. Yes.

By the Court:

Q. Do your records show when this box was entered?

A. Yes, sir.

Q. The box issued in 1928, when that was entered?

A. Yes.

The Court: I don't know whether it is important, but we might need it, who entered it and when it was entered.

A. Yes.

By the Court:

Q. You keep a record of every time anybody goes in?

A. Yes.

The Court: We would like to have that.

By Col. Sands:

Q. You have the dates in your bank records?

A. Yes.

Mr. Page: I am going to ask Mrs. Sawyer to prepare a statement of those original loans and renewals.

The Court: Is it in there? She has been testifying to them all day.

Mr. Page: Some of those loans have been made since that time. She says she can make a statement as to the new loans and as to whether they were paid out of principal or income.

Mr. Martin: I don't think she can ever do that.

The Court: It doesn't seem to me so.

Mr. Martin: I don't believe it is possible.

Mr. Page: Whether she made the loans out of income or principal, or both.

Thereupon, at one P. M., an adjournment was taken to May 21st, 1934.

page 320 }

Norfolk, Virginia, May 21st, 1934.

Met pursuant to the foregoing adjournment.

Present: Same parties as heretofore noted.

J. A. COLEMAN,  
recalled, testified as follows:

Examined by Mr. Martin:

Q. You were asked the other day by the Judge, I believe—I think it was the Judge who requested you at the last hearing—to please ascertain the entrances to the box which you have registered in your bank in the name of Sarah E. Sawyer with Mrs. Matthews as deputy.

A. Yes.

Q. How is that registered in your bank?

A. In the name of Sarah Elizabeth Sawyer, Blanche L. Matthews as deputy.

Q. That box then was taken out in November, 1928, in that month, was it not?

A. Yes.

Q. Have you made a list here of the entrances to that box?

A. Yes.

Q. From that date on?

A. Yes, sir.

Q. Showing the date of every entrance and whom?

A. Yes.

page 321 } Q. You have produced that here?

A. Yes.

Q. And I put that in evidence. I will rapidly read it to the court.

Note: The list was thereupon read and marked "Exhibit 12".

The Court: What date was that box?

Mr. Martin: November 7th, 1928.

By Mr. Martin:

Q. When you have two or three numbers on the same line, it means the same month?

A. Yes.

Q. January 15th and 16th?

A. Yes, sir.

By the Court:

Q. That indicates when Mrs. Matthews went or Mrs. Sawyer? That would appear from that record?

A. There are six entrances, I think, of Mrs. Matthews.

Q. Would it show whether they both went there together at a time?

A. No, sir. It shows Mrs. Sawyer had entrance to the box on those dates and Mrs. Matthews on those dates shown.

### CROSS EXAMINATION.

By Col. Sands:

Q. Did you check your records, Mr. Coleman, page 322 } to ascertain whether or not there has been any box at the bank in the name of either Mrs. Sawyer or Mr. Sawyer prior to the one Mrs. Sawyer obtained for herself and Mrs. Matthews on November 7th, 1928?

A. They formerly had a box there and took it out.

Q. Took it out and gave it up?

A. Yes. They leased the box April 17th, 1907.

Q. In whose name?

A. E. C. and Sarah E. Sawyer.

Q. They held that box how long?

A. That was given up on March 11th, 1925.

Q. March 11th, 1925?

A. Yes.

Q. And between the dates of March 11th, 1925, and November 7th, 1928, did they have any box in your bank?

A. No, sir.

Q. They did not?

A. No, sir.

Q. Then she didn't have a box there continuously for the last 20 years?

A. There was a break of about three years.

Q. A break of about three years?

A. Yes.

Q. And on the date of November 7th, 1928, when your records show that this last box was taken out of Mrs. Sawyer and Mrs. Matthews as deputy—

page 323 } A. Yes.

Q. Did she have any receptacle in your bank from which she could get papers out and put them into the box which she took out that day?

A. No, sir.

Q. The box which was taken out on November 7th, 1928, as I understand it, was No. 714?

A. No. 714, yes, sir.

Q. And that box was surrendered by her on November 7th, 1932?

A. Yes.

Q. At which time she cancelled the authority for Mrs. Matthews to go into the box?

A. Yes.

Q. And on the same date she rented another box, No. 1176?

A. Yes.

Q. In the name of Mrs. Sawyer, Sarah Elizabeth Sawyer?

A. Yes.

Q. And on February 28th, 1934, a little less than two years later, she made a joint contract for that same box in the name of E. C. Sawyer?

A. Yes.

page 324 } SARAH ELIZABETH SAWYER,  
one of the defendants, recalled for further cross  
examination, testified as follows:

Examined by Mr. Page:

Q. Now, Mrs. Sawyer, I believe, on your cross examination originally, you stated that you didn't open a new box on the date of November 7th, 1928, when this paper was signed. Do you still claim that you didn't open a box on that day?

A. I claim this, that as far as I can recollect I always have had a box in the Bank of Commerce?

Q. If Mr. Coleman states that you didn't have one there from 1925 until November 7th, 1928, you don't dispute that, do you?

A. I don't do what?

Q. You don't dispute Mr. Coleman's statement that you didn't have one there?

A. All I know is that I always thought that I had a box in the National Bank of Commerce from the time we came to Norfolk.

Q. You always thought so?

A. Yes. I don't remember having a box anywhere else.

Q. Don't you know, as a matter of fact, that from 1925 to 1928 either you or Mr. Sawyer had a box over at the Guaranty Title & Trust?

A. Mr. Sawyer had something over there that Mr. Grice gave him.

Q. Where did you keep your securities between 1925 and November 7th, 1928?

page 325 } A. As I said, some of them were up to the  
house, not all of them, and the rest I had in the  
National Bank of Commerce in my box.

Q. If you didn't have a box at the National Bank of Commerce, how could you have put them in there?

A. I don't know.

Q. You have already said that you had some of them over at the house, merely those which you were corresponding about and those you were collecting interest on; is that true?

A. Yes.

Q. So the bulk of your securities at that time were in some lock box and you think that the Bank of Commerce—

A. Yes.

Q. Isn't it a fact that after this paper was signed you took those securities down to the Bank of Commerce and opened this new box on November 7th and deposited those securities in the box?

A. No, I don't remember taking any securities to the Bank of Commerce at all.

Q. How did these securities get in there which are there now?

A. As I said, either I took them out of the box I had there and put them in the larger box or I kept the same box, I can't tell you which.

Q. How can that be when you positively didn't have a box there between 1925 and 1928?  
page 326 }

A. I didn't know I didn't. I thought I did.

Q. You don't know where those securities were between 1925 and 1928?

A. In the National Bank of Commerce as far as I know. I really don't know but what possibly he could find receipts where I paid my box rent.

Q. Isn't it a fact that at the time you went to Mr. Matthews' office to sign this paper you first went to the Title Company and removed these securities from the box in the Title Company?

A. No.

Q. And then placed them in the new box?

A. No. I don't know anything about it at all.

Q. Do you deny that is a fact?

A. I neither can deny it or affirm it. As I say, it was in the Bank of Commerce. It is a shock to me to know that it was not there.

Q. I believe you said that you had recently changed your residence from Florida to Virginia. How long had you been a resident of the State of Florida?

A. I could not tell you.

Q. Can you approximate the number of years you had been a resident of Florida?

A. No, I could not. I don't remember when I first went there, but I know that—

Q. Did you leave there in 1928?

page 327 } A. Mr. Sawyer could tell you that better than I can.

Q. I am asking you if you can tell me, and you can tell me, too. Haven't you any idea whether you were living there in 1928?

A. I think that we had residence there in 1928, yes.

Q. When did you change your residence from Florida back to Norfolk?

A. Sometime last fall, early last fall.

Q. Sometime in the fall of 1933?

A. I think it was, or last summer sometime.

Q. During the period between 1928 and 1933 did you file any income tax with the U. S. Government?

A. Mr. Sawyer took care of that. I didn't.

Q. Mr. Sawyer took care of that?

A. Yes.

Q. Did Mr. Sawyer have any income other than from those securities and the real estate which you mentioned?

A. No.

Q. Can you state whether or not Mr. Sawyer filed an income tax on behalf of himself and yourself?

A. In behalf of what?

Q. On behalf of the two of you during those years?

A. Yes, I feel very sure he did.

Q. Are you sure of that?

A. Whatever you call it, a joint account, or whatever it is.

Q. Isn't it a fact, Mrs. Sawyer, that just recently, a few months ago, on advice of Mr. Old you filed an income tax report for 1929, 1931, 1932 and 1933, with the U. S. Government at the Richmond office; isn't that true?

A. Mr. Sawyer took care of that and I think that was—I don't know.

Q. I am not talking about Mr. Sawyer, but you and Mr. Old, W. W. Old, Jr.

A. All I know is what Mr. Matthews told me, that we had not turned in a joint account and I told him I was very sure Mr. Sawyer had because he is the one who took charge of it, and then I spoke to Mr. Old about it and he went to Richmond and he said it was perfectly all right.

Q. He said it was perfectly all right to do what?

A. That he had given—that we had turned in a joint account.



Q. Mr. Old told you that Mr. Sawyer had filed a proper income tax return?

A. Yes.

Q. Then you deny that a few months ago you filed tax returns for a number of years at the Richmond office?

A. What was done, Mr. Sawyer did.

Q. You didn't have anything to do with that?

A. No, sir, never had anything to do with it. Mr. Sawyer turned in the account for both of us.

Q. Didn't you sign income tax reports in Mr. Old's office a few months ago?

A. Not that I know anything about.

page 329 } Q. If you had signed them you would have known it, wouldn't you?

A. I don't remember anything about it.

Q. You don't claim that the income from those securities belonged to Mr. Sawyer during those years, do you?

A. How far back do you mean?

Q. From 1928, until 1933.

A. I think he still had the right in them, and the interest I had.

Q. I thought you claimed this property belonged to you, that these securities belonged to you?

A. He said to me that if I wanted to make a will it was perfectly all right with him for me to make it.

Q. You are not answering the question I asked. I asked you if you considered that this property, these securities, from which you were deriving income belonged to Mr. Sawyer during that period, from 1928 to 1933.

A. I don't see why he didn't have right in them.

Q. I didn't ask you about some rights he might have in them, but I asked you about his legal ownership, legal title. Did you ever claim that those securities for the period commencing in 1928 and ending in 1933 belonged to Mr. Sawyer?

A. If I know about those, they were not any of those securities put in Sarah Elizabeth Sawyer's name.

Q. None of them put in Sarah Elizabeth Sawyer's name?

A. No.

page 330 } Q. Who do these securities belong to that are in the bank now, as far as you are concerned?

A. Why, they certainly belong to Mr. Sawyer and I.

Q. Belonged to Mr. Sawyer and you?

A. Yes, certainly. He earned the money, and he had made money, earned money, and I helped to save it and so the money belongs to us.

Q. If they belonged to Mr. Sawyer, how could you expect to make a legal will leaving all of them to Blanche?

A. That was at my death.

Q. At your death?

A. Yes.

Q. What was going to happen at your death if Mr. Sawyer was still alive?

A. Because Mrs. Matthews was to give Mr. Sawyer \$300.00.

Q. \$300.00 a month?

A. Yes. That was added in if anything happened to me. I wanted to be sure that Mr. Sawyer was taken care of and it was his wish.

Q. She was to give him \$300.00 a month. How much was she to give you?

A. I beg your pardon?

Q. How much was she to give you?

A. She was not supposed to give me anything because when I am dead I don't need it. She was supposed to have it when I died.

page 331 } Q. I am talking about when you were living?

A. I thought you said how much was she supposed to give me?

Q. Yes.

A. I am supposed to have my own as long as I live.

Q. You are supposed to have the income?

A. No, supposed to have my own as long as I live and when I pass on, the will I made was—Mrs. Matthews then could go to the box.

Q. You said on your direct examination that there was no truth in the statement of Mrs. Matthews that you made this deed of gift because of some trouble that you had had with your husband's children. Do you still stick to that proposition?

A. I said what?

Q. That there was no truth in Mrs. Matthews' statement that you made this deed of gift because you had had some trouble or misunderstanding with your husband's children, Mr. Sawyer's children?

A. No. I certainly—as far as Mr. Sawyer's children are concerned, they have always visited us, and so far as turning around and leaving it to Mrs. Matthews, I didn't have to do it on account of Mr. Sawyer's children.

Q. Why?

A. I beg your pardon?

Q. Why didn't you have to do it on account of Mr. Sawyer's children?

page 332 } A. Why, because we talked it over and we decided the money was made after I married Mr. Sawyer.

Q. You considered, however, that it belonged to you?

A. How could it belong to me when my husband made it? It belonged to him as much as it did to me.

Q. I asked you—

A. I am telling you just as it is.

Q. Do you deny that you had had some misunderstanding with your husband's children?

A. I deny—in what way do you mean?

Q. Isn't it a fact that you had had some misunderstanding with your husband's children about a mortgage?

A. About what?

Q. A mortgage that you refused to renew?

A. About a mortgage?

Q. Yes.

A. Well, I expect it is a mortgage on a piece of property or something.

Q. That was very easy for you. You had no difficulty or misunderstanding with one of your husband's children about a mortgage?

A. One of his daughters borrowed some money from Mr. Sawyer and it was on a mortgage, and she paid it back. That is all there was to it. I would have been very glad and happy if Mr. Matthews, the man who had stole what he did, would have given it back to me.

page 333 } Q. Didn't you have some misunderstanding with your daughter about that?

A. Nothing at all. She paid every penny of it back, and not one of his children owe us a penny.

Q. Didn't you tell your brother that you had had some trouble with her and that you intended to see that none of his children received any of his estate?

A. No. I think, if my brother remembers, I told him that she had borrowed this money from Mr. Sawyer and she has paid it back, every penny of it, and why should I turn around on account of her borrowing some money from her father that she has paid back—why should I say they could not have a cent?

Q. When did she pay it back?

A. She paid it back quite a few years ago.

Q. Was it before this deed of gift was made?

A. Now, that I can't say. I know she paid it.

Q. I am going to ask you the point blank question again: Do you deny that you told your brother that you would see that they didn't get a cent of this estate?

A. I don't see why I should make a statement like that.

Q. Do you deny it?

A. I just told you I didn't see any reason to make such a statement to him over \$1,000.00.

Q. I don't know whether it was \$1,000.00 or what it was, but—

A. Because she has paid it back and I don't see any reason why I should make any statement like that.

page 334 } Q. There might not have been any reason, but did you make any statement of that kind?

A. I don't remember making the statement.

Q. You don't deny that you made that statement?

A. I just said I could not see why I should make a statement like that.

Q. Do you deny that you made the statement?

A. I just told you I could not see any reason why I should make a statement like that over \$1,000.00.

Q. Mrs. Sawyer, the question I asked you is a perfectly plain question and can be answered yes or no. Do you deny that you made that statement to your brother?

A. I am not going to say yes and I am not going to say no.

Q. Then you don't deny it.

A. I will say this much, to repeat my answer to your question, I can see no reason why I should.

Q. If you had made such a statement you could remember it?

A. I don't know whether I could, or not.

Q. If there was no reason to make it, you didn't make it?

A. I beg your pardon?

Q. If there was no reason to make it, you wouldn't make it?

A. I just told you there was no reason why I should say yes or no. There was no reason why I should about \$1,000.00 that these people owed and paid back.

Q. You are claiming this property belongs to Mr. Sawyer, or to Mr. Sawyer and yourself jointly?

page 335 } A. What property we have in the box now?

Q. Yes.

A. Why, certainly, it belongs to us. He made it.

Q. All the property you put in the box on November 7th, 1928, belonged to you and to Mr. Sawyer jointly?

A. Everything that has been in the box has always belonged to us, to both of us, to one as well as the other, and when I made my will to Mrs. Matthews it was that when I passed out she was to have it.

Q. You filed an answer in this case, did you not, the answer of Sarah Elizabeth Sawyer?

A. What?

Q. You filed an answer in this case, did you not?

A. Yes, there was an answer filed.

Q. Didn't you state in that answer that the property was yours?

A. Yes, because Mr. Sawyer here, as I told you the other day, just in the last two or three years has had very little to do with it.

Q. You did claim the property belonged to you?

A. I am not claiming that he didn't have any right to have any or would not have any right to his living or didn't have any right to use the money, no. If he wanted to use the money, he could have used it.

Q. You signed that answer, didn't you?

A. I beg your pardon?

page 336 } Q. You signed that answer?

A. What answer?

Q. The answer which you filed in this case.

A. You just asked me and I told you.

Q. If it had been Mr. Sawyer's property, you would have claimed it was his property, wouldn't you?

A. I never thought of having to claim it one way or the other.

Q. You didn't think of that angle of it until you got on the witness stand, did you? You never considered this property was Mr. Sawyer's until you got on the witness stand, did you?

A. I never thought of it, if it was his property. Why, when I got on the witness stand, should I then answer, and think about it, if it was his, or not.

Q. You will have to explain it to the court. You filed an answer with the court saying it was yours, and now you say he has an interest in it?

A. I say for the last few years Mr. Sawyer hasn't took any active part in it.

Q. Why did you put a memorandum in the new lock box to the effect that the contents of the box was the property of Edward C. Sawyer?

A. That was put in there possibly a couple of months ago.

Q. That was put in there a couple of months ago?

page 337 } A. Two or three months ago. That was put in there just prior—before Mrs. Matthews had the box locked up.

Q. It was put in there after you were unsuccessful in getting Mrs. Matthews to sign this deed of release to this gift?

A. No. I naturally thought everything was all right.

Q. Let's get that clear. You put it in there about two months ago because you naturally believed what?

A. I said I wrote it out and put it in there because I naturally supposed everything was all right, and as I say, I had made a will leaving it to Mr. Sawyer when I died, and I took a piece of Hotel Preston paper and wrote there, "The contents of this box belongs to Mr. Sawyer".

Q. You did that thinking at the same time everything was all right?

A. Why, certainly. I didn't suppose there was any come-back and didn't suppose Mrs. Matthews—naturally I know she had no idea it belonged to her.

Q. How long ago was that, about two months ago?

A. No; I think it was—I can say this much; I don't think it was over possibly a month ago, something like that, before Mrs. Matthews had the box locked up; three or four weeks.

Q. About four weeks before she had the box locked up?

A. Yes, sir.

Q. About when—

Mr. Martin: The suit was brought on March 10th, 1934.

page 338 } By Mr. Page:

Q. It was on March 28th, was it not, that you made the joint contract with Mr. E. C. Sawyer and yourself?

A. February 28th, 1934.

Mr. Martin: Made what, Mr. Page?

Mr. Page: The joint contract with Mr. Sawyer. She said she made a will.

By Mr. Page:

Q. You took out the new box on the 28th of February, didn't you?

A. In what year?

Q. I mean on the 7th day of November, 1932, you took out a new box down at the bank, didn't you?

A. 1932?

Q. 1932.

A. I did take out another box, yes.

Q. You took out a new box and cancelled the old box to which Mrs. Matthews had access?

A. If Mrs. Matthews is not a liar, when I asked her for the key, she handed me the key and said, "All right, I am glad to give it to you. Here is your key. I don't want anything you have got".

Q. You have told us that about four times. I am not ask-

ing you about that. I am trying to get the details clear as to when you took out the new box.

A. I don't know the date. If you have the date, page 339 } it is all right.

Q. November 7th, 1932. That is the date; and then you continued to use the box until the 28th day of February, 1934, at which time you gave Mr. Sawyer access to it. That is true, isn't it?

A. I think Mr. Sawyer had access to the box as soon as I took the box out; I think he did.

Q. If the records of the bank don't show that, you are mistaken, are you?

A. It might have been a little later. I could not tell you just the date.

Q. Wasn't it on the 28th day of February, 1934, that you put that piece of paper in the box stating that the property in that box belonged to Edward Sawyer?

A. You say a certain date?

Q. The 28th day of February, 1934?

A. I put it in, I told you, about two or three weeks before Mrs. Matthews had the box closed up. I could not give you any definite date, but it was one day when I went to the box.

Q. You and Mr. Old had exerted a great deal of effort in trying to get Mrs. Matthews to release this deed, had you not?

A. A lot of what?

Note: The question was thereupon read.

page 340 } A. No, I can't see why we did exert any special effort because I just naturally supposed it was all right anyway.

By Mr. Page:

Q. You didn't try to get her to sign the release through your attorney, Mr. Old?

A. Mr. Old wrote her a letter and asked her to sign—asked her if she would sign, and he had 'phoned her, I understood.

Q. That was in November, was it not, 1933?

A. I could not tell you the date.

Q. If you will refer to the letter you will find it was November, 1933.

A. Well, that is all right.

Q. And between November, 1933, and February, 1934, Mr. Old and yourself had an interview with Mr. Matthews in Mr. Old's office, and Mr. Matthews had signed a confession and

an agreement in Mr. Old's office, and Mr. Matthews had agreed to get Mrs. Matthews to release this deed, hadn't he?

A. That was Mr. Matthews' own suggestion, own advice, that he would be glad to do it. I believe you asked me that question the other day.

Q. And he suggested it himself, that he would be very glad to do it. That was between November 1st, 1933, and February 28th, 1934, wasn't it?

A. Whatever date it was on there. I could not tell you about the dates, I am sure.

Q. After devoting at least some time and effort between November 1st, 1933, and February 28th, 1934, to page 341 } trying or attempting to get a release of this deed, and not having succeeded, then you put this memorandum in that box, didn't you?

A. I don't remember the date. I could not tell you anything about the date.

Q. You said you thought everything was all right when you put it in there. Isn't it true that you put it in there to try to defeat this claim of Mrs. Matthews to the property?

A. I didn't get the question.

Mr. Page: Read her the question.

Note: The question was read.

A. I said the thought never come to my mind at all.

By Mr. Page:

Q. Never did?

A. No, as far as putting it in there for any reason. I just simply sit there and had an envelope and put it on.

Q. You were not thinking of the trouble that you had with Mr. Matthews, the difficulty you had had?

A. No, because as far as that little trouble with Mrs. Matthews, it really was out of my thought and mind, and the trouble I had had with Mr. Matthews for all these years he had been stealing.

Q. You didn't give it any thought but merely casually put that memorandum in the box?

A. Yes, because when I passed on he had access to the box, and at the time I passed on it would be there.

page 342 } Q. It never occurred to you in making the memorandum and putting it in that box that you had had trouble with Mrs. Matthews and Mr. Matthews?

A. I never supposed there was going to be any trouble with Mrs. Matthews.



Q. That didn't enter your mind at all?

A. I beg your pardon?

Q. That didn't enter your mind at all?

A. Not when I wrote that and put it in the box, no.

Q. And yet that was just 11 days before this suit was brought against you?

A. What suit?

Q. This chancery suit we are trying.

A. I didn't know she was going to bring it. I knew nothing about it.

Q. But you had reason to believe that she was going to assert her rights?

A. Reason to believe what?

Q. That Mrs. Matthews was going to assert her rights?

A. I didn't know she was going to and never had heard anything about it.

Q. You just dismissed the matter from your mind and put it in there?

A. When I wrote it and put it in there I never gave it any thought at all.

Q. Did you make a will in favor of Mr. Sawyer?

page 343 }

A. Is it necessary for me to answer that question?

Mr. Martin: I am perfectly willing for you to, yes. Tell about that.

A. Why, yes.

By Mr. Page:

Q. When was that made?

A. I could not tell you. It was made awhile back.

Q. About how far back?

A. Oh, I might put it two or three months, something like that.

Q. Two or three months?

A. I could not tell you about dates.

Q. Who prepared the will for you?

A. Mr. Old wrote it.

Q. Did you specify any property in that will which Mr. Old made for you?

Mr. Martin: We call for the will as the best evidence. Mr. Old has got it in his lock box.

The Court: Let's get it.

Mr. Page: We would like to have it, too.

The Court: All right.

Mr. Martin: It is in Mr. Old's lock box in the office. I thought it was in the bank.

The Court: Has anybody got access to the office?

Mr. Old: No, sir. I can go around there in page 344 } a few minutes.

The Court: Suppose you step around there and get it.

Mr. Page: I would like to have an adjournment until he goes around there.

The Court: All right. Suppose we adjourn for ten minutes.

Note: At the expiration of a short recess, the case continued.

Mr. Martin: Your Honor, Mr. Old has returned and produced an envelope written in his handwriting apparently on the back, "Last will and testament of Sarah E. Sawyer", and "Sarah E. Sawyer", written across the back. I will open it up in the presence of the court and everyone. It is a will. I show it to counsel and will read it to the court. I file it, but we will ask to withdraw it later.

Note: The paper was thereupon read and marked "Exhibit 13".

By Mr. Page:

Q. That will was made on the 3rd day of November, 1933. That was two days after you had Mr. Old write a letter to Mrs. Matthews asking her to release this deed, was it not?

A. Of course, if it shows the date on there, it must be.

Note: The question was read.

page 345 } A. I don't remember the date that Mr. Old wrote to Mrs. Matthews. I can't tell you.

Q. You signed the letter?

A. I am talking about the date on there. How many days was it?

Q. It was dated November 1st, 1933.

A. That would be two days afterwards, then, would it?

Q. After Mr. Old prepared that will, did you read it?

A. I don't remember taking that will in my hand and reading it through because I just simply spoke about it and said, "Now, what I have I want Mr. Sawyer to have", and I know

Mr. Brockenbrough was there, and after doing that I don't remember reading it.

Q. How did you know that it was a will?

A. The will is all right.

Q. How did you know that it was a will if you didn't read it?

A. Because I asked for it and what I asked for I think people are honest enough to give it to you.

Q. You asked Mr. Old to prepare a will, and because you asked him to do it—

A. When he read the will over to me—he read it over and Mr. Brockenbrough was there and I signed it and after that it was put in an envelope as it is there, and still I never read it.

Q. You had him keep it in his safe or in his page 346 } file, did you not?

A. I never took it away from there.

Q. Why didn't you take it over and put it in your closet like you did the first one?

A. Because Mr. Old had some other papers there that I expected to take away and put them where I wished to.

Q. Didn't Mr. Matthews have some other papers of yours in his office at the time you signed the deed of gift?

A. Did Mr. Matthews have other papers where?

Q. In his office when you signed the deed of gift?

A. Plenty that I could not get.

Q. Plenty of them. You say now you left this will with Mr. Old because he had other papers of yours in his office?

A. Yes, but that was really no special reason. I am just simply saying that Mr.—

Q. I ask you if that is the reason you gave? You gave that as your reason?

A. What?

Q. If that was not the reason, why did you not take that will from Mr. Old's office and put it in your lock box at the bank or put it in your closet as you did on previous occasions?

A. It seems such a simple question that a person would hardly know how to answer it. I suppose I was there and I said, "Mr. Old, put this in with the other papers".

Q. Is that the only reason you give for having left it with Mr. Old?

page 347 } A. That is the only reason; it was made and I was there, and possibly I was going to put something else on or had some other papers. I don't know anything about it especially. All I know is it was a will and as it was there—it was just simply left there until I got all

of my papers. I expected to have them in a short time myself.

Q. In spite of the fact that one lawyer, according to your version of it, had defrauded you into signing a paper which you thought was a will and which was not a will, you had another lawyer prepare a will and didn't even read it?

A. Mr. Old read that will to me.

Q. How did you know that he was reading what was in the paper?

A. Can't you trust anyone?

Q. I don't know. You don't seem to.

A. I was always raised to trust people and believe they were honest, and as far as that is concerned, I can't see why—as far as Mr. Old is concerned, he read me the will and it was folded and put in that envelope and put in the safe and there was nothing more to it.

Q. You didn't seem to trust anybody, and—

Mr. Martin: I submit that is irrelevant. We are not getting anywhere.

The Court: Well, we will never get through.

Mr. Page: We will never get through if she evades my questions every time I ask her one.  
page 348 } Mr. Martin: She is doing quite well, I submit.

By Mr. Page:

Q. It was on November 3rd, 1933, and why, under those circumstances, did you, in February, 1934, go to the trouble of putting that memorandum in the box stating that the property belonged to Mr. Sawyer?

A. Just like I said before, I never put any importance to it. I simply put it in there.

Q. You went to all of that trouble and didn't consider it important?

A. No, I never thought there was any importance to it, when I put it in. It was my lock box to put what I liked in there.

Q. As a matter of fact, since you have had this trouble with Mr. Matthews, haven't you made statements to several people that you were penniless, that you had nothing?

A. No, I didn't.

Q. Didn't you make that statement to Col. Millard Butler?

A. No.

The Court: What was the question?

Mr. Page: I asked her if she had not made a statement on several occasions that she was penniless.

By Mr. Page:

Q. You deny having made such a statement to Col. Millard Butler?

page 349 } A. I said that Mr. Matthews had taken what money he had of mine. I said he had taken every cent he could get his hands on.

Q. Didn't you make the statement that you were penniless and that you were going to have to apply to the Mayor of the City of Norfolk for charitable help?

A. No, I was not going to apply to the Mayor of the City of Norfolk for help.

Q. Didn't you make the statement to Col. Butler that you were going to have to apply for charity and help because you were penniless?

A. No. Did I do what?

Note: The question was read.

A. I think, in answering that—I think anyone who had any dealings with Mr. Matthews, if he had had all of their money, they would not have any left, he would leave them without a cent, if he could possibly get his hands on it.

Note: The last question was read.

A. You want me to answer it?

Mr. Page: Read her the question again.

Note: The question was thereupon read.

A. No.

By Mr. Page:

Q. You deny having made that statement?

A. In my own case. I said he had taken all I had that he could get his hands on.

page 350 } Q. You deny that you made that statement.

The Court: She has denied it. She said no.

By Mr. Page:

Q. Didn't you make the statement to Mrs. Holland that

you were penniless and that you would have to go to work in a restaurant to earn your living?

A. I said to Mrs. Holland that Mr. Matthews had used all the money he had of ours. I said a great many of our securities were not good and if we could not get enough from the income of our securities, I said that I could get a position in a restaurant, which I did ask for, and that is right there in the building.

Q. How many times have you been to Florida in the last 20 years?

A. I could not answer it.

Q. Isn't it a fact that you have been there only twice?

A. I could not answer.

Q. What?

A. Because I don't remember.

Q. You don't remember whether you have been there more than twice?

# RE-DIRECT EXAMINATION.

By Mr. Martin:

Q. You were asked about your residence in page 351 } Florida and where you and your husband lived.  
Have you been living with your husband?

A. Oh, yes.

Q. I hand you and put in evidence Florida receipts which I will read just a part of. "1932, poll tax receipt, E. C. Sawyer", on blue paper, 1931; poll tax receipt on white paper, "E. C. Sawyer", from Florida; registration certificate No. 2, "E. C. Sawyer, Florida", showing registration on the 5th day of March, 1928, and the yellow paper that was taken out of the box, dated February 27th, 1928?

A. Yes.

Note: The papers hereinabove referred to were marked "Exhibit 14", to "Exhibit 17", both inclusive.

E. C. SAWYER,

one of the defendants, being first duly sworn, testified as follows:

Examined by Mr. Martin:

Q. Your name is Mr. E. C. Sawyer, is it not?

A. Yes, sir.

Q. How old are you, Mr. Sawyer?

A. 81.

page 352 } Q. You are the husband of Mrs. Sawyer who  
has just testified?

A. I am.

Q. And the foster father of Mrs. Matthews, an adopted daughter?

A. That is right.

Q. Do you, or not, remember, Mr. Sawyer, in 1928, your wife bringing home some paper that she had signed regarding a will, deed or something?

A. I do.

Q. Tell his Honor what your wife did and said when she came in with the paper?

Mr. Page: We object, if your Honor pleases.

The Court: What?

Mr. Martin: I asked him what his wife did and said when she came in with the paper.

The Court: Wouldn't that be self-serving?

Mr. Martin: I submit that it would not. I submit that what was done up there negatives any idea of an after-thought. It is along the same line as we asked the gentleman from the hotel that your Honor ruled out as to what she told him in 1932. This was in 1928 when she brought the paper home and is to show what she regarded it as and what she said.

The Court: I think that is self-serving.

page 353 } Mr. Martin: We offer to prove by this witness—  
The Court: It is all right for him to state what she did.

By Mr. Martin:

Q. Don't say for the moment what your wife said, but what she did with this paper of 1928 that is in controversy in this case, now marked void. Did you see her when she brought it home in 1928, or not?

A. I saw it, but not to read it.

Q. What did she do with it?

A. Put it in a box in the closet.

Q. Has it, or not, been in her possession ever since then until a few months ago?

A. As far as I know.

Q. Don't answer this question—

Mr. Martin: What she said, may it please the Court, I offer to prove by this witness, and understand your Honor rules it out. I offer to prove that his wife said, "This is

my will". I offer to prove that his wife brought the paper home in 1928 and said, "This is my will and I have protected you in it", and called it a will distinctly.

The Court: All right.

Mr. Martin: He is with you.

page 354 } CROSS EXAMINATION.

By Mr. Page:

Q. You say you remember her bringing it home? You say that was in 1928? How do you remember that?

A. Your Honor, may I speak to you. I was then under the doctor's care and my memory may not be as clear. I was in bed when Mrs. Sawyer brought this up and she put it in the closet.

By the Court:

Q. You mean this morning?

A. No; when she brought these papers.

By Mr. Page:

Q. I asked you how you remembered it was in 1928.

A. I don't remember the date.

Q. How do you know it was not in 1932?

A. Because my memory serves me back at times two or three years ago.

Q. Two or three years ago, but 1928 was six years ago.

A. I can't help what that was.

Q. You don't know whether it was 1928 or 1932?

A. Know what?

Q. That she brought this paper back home?

A. No.

Q. You don't know, whether it was 1928 or 1932?

A. No.

Q. So if it had been after September, 1932, that was after Mr. Matthews had made a statement to her about  
page 355 } some of these securities, wasn't it?

A. Say that again?

Q. Do you know when Mr. Matthews first told Mrs. Sawyer about using some of those securities?

A. When we come back last September a year ago.

Q. That was in 1933, was it?

A. Yes.

Mr. Martin: 1932.



By Mr. Page:

Q. 1932.

A. Yes.

Q. Now, Mr. Sawyer, do you remember signing the original of that letter to Blanche? I am handing you a letter dated November 8th, 1928, marked Exhibit P-3.

Mr. Martin: Handing him the carbon copy marked Exhibit P-3. Can you read it or do you wish me to read it to you?

The Witness: You read it.

Mr. Martin: May I read it to him, your Honor?

The Court: Yes.

Mr. Martin: It is a supposed carbon dated November 8th, 1928.

Note: The letter was thereupon read.

By Mr. Martin:

Q. The lawyer asked you if you remembered signing any such letter?

A. No, sir.

page 356 } By Mr. Page:

Q. Do you deny that you signed any such letter?

A. I want to see my signature, the original letter with my signature on it.

Q. Then you don't deny that you actually signed it?

A. I don't have any recollection of signing it.

Q. You don't have any recollection of signing it?

A. No.

Q. You don't know anything about it?

A. Not now.

Q. Do you know anything about the stock you had in the Title Company?

A. I do.

Q. How many shares of stock did you have in the Title Company?

A. 49.

Q. 49?

A. Yes.

Q. What happened to that stock?

A. When I began to get information that stock was no good I went over to Walter Wrenn to sell it and he sent down and bought it and I then turned it over to Mrs. Sawyer.

Q. The statement made in that letter, whether you signed it, or not, is correct?

A. I never signed that letter.

Q. You never signed it?

A. I don't believe I did. I want to see it.

page 357 } Q. Do you state positively you didn't sign it?

A. No, I won't.

Mr. Martin: We call for the original of it, if he has it.

Mr. Page: We haven't got it. The testimony will show, if the court pleases, that under duress Mr. Matthews turned the original over to Mr. Old.

The Court: All right.

Mr. Martin: You say the testimony will show it was turned over under duress. Mr. Matthews' testimony may show it, but we will have Mr. Old in a minute.

By Mr. Page:

Q. The statement you made in this letter, whether you signed it, or not, with reference to the transfer of that stock from your name to the name of Mrs. Sawyer is true, is it not? You did order it transferred to her name?

A. Yes, I did that.

Q. You had been a director in that company?

A. Yes, but very inactive though.

Q. You say that when she brought the paper home you didn't read it?

A. No.

Q. And as far as your own knowledge was concerned, you didn't know what was in it?

page 358 } A. I was under the impression it was a will.

Q. I didn't ask you what your impression was. What I asked you was this, that as far as your actual knowledge was concerned, you didn't know what was in the paper she brought home?

A. Not at that time.

Q. Now, Mr. Sawyer, did you have a safe deposit box in the Guaranty Title & Trust Company.

A. We had one.

Q. You and Mrs. Sawyer had one?

A. Yes.

Q. How long did you have that?

A. Why, to my knowledge and belief, I believe from the time we came here or shortly afterwards.

Q. From the time you came to Norfolk until what time?

A. Until now.

Q. Up until now?

Mr. Martin: What place do you mean?

Mr. Page: The Guaranty Title & Trust Company.

Mr. Martin: Ask him over. I don't believe he understood it.

By Mr. Page:

Q. I ask you if you ever had a lock box in the Guaranty Title & Trust Corporation?

A. No.

Q. Never did?

page 359 } A. Wait a minute now. The time that they moved over there there were three or four metal boxes up there and at that time I had a lot of old accounts and a little secondhand jewelry, and I said to Alex Grice, "Let me have that box up there", and he said all right, and I put those accounts in that box and that was all that was ever in there. It was a lot of trash and jewelry that you can have now, if you want it.

Q. Where did Mrs. Sawyer keep the securities?

A. I don't know. I was under the impression they were in the Bank of Commerce.

Q. You haven't had the active management of those securities for a number of years?

A. I was adviser in it.

Q. What?

A. I advised in it.

Q. You never had the active management of it?

A. Neither one of us ever assumed active management.

Q. Neither one?

A. No, never a deal made between Mrs. Sawyer and our clients but what I was brought in and conferred with.

Q. Mrs. Sawyer says she had exclusive handling of those securities for about 15 years?

A. That is right.

Q. And you had nothing whatever to do with them?

A. Only just advising.

page 360 } Q. And you didn't know where those securities were located for the last 15 years, did you?

A. The securities were in our lock box.

Q. Where?

A. In the Bank of Commerce.

Q. If the Bank of Commerce officials say that you didn't have a lock box there during that period, you are mistaken about that, aren't you?

A. As far as their records are concerned, I wouldn't contradict them.

Q. You didn't actually know where those securities were, did you?

A. Not unless they were in Mr. Matthews' office.

Q. When did you first secure a lock box at the National Bank of Commerce of Norfolk?

A. Oh, 20 or 30 years ago.

Q. 20 or 30 years ago?

A. 20 years ago anyway.

Q. 20 years ago. Did you maintain one during all that time and up to the present time?

A. As far as I knew of. I never kept the receipts.

Q. You never kept the receipts. How long have you been a resident of the State of Florida?

A. Since about 1935.

Q. You mean 1925?

A. 1925.

page 361 } Q. How many times have you and Mrs. Sawyer been to Florida since 1925?

A. Now, you have got me. I know I have been down there more than she has.

Q. Were you down there more than twice since 1925?

A. 1925?

Q. Yes.

A. No, because I was laid up in the hospital.

Q. Was Mrs. Sawyer down there more than twice since 1925?

A. You will have to ask her.

Q. I have asked her. You live with her, don't you?

A. When I am here.

Q. You know something of her activities, where she goes and where she lives?

A. Possibly so.

Q. State whether or not she has been down to Florida more than twice since 1925.

A. I will not answer that.

Q. What?

A. I will not answer it.

Q. You will not answer it?

A. No.

Q. Do you refuse to answer it because you don't know?

A. I can't say positively, and I can't say anything I can't say positively.

page 362 } Q. How many times since 1925 has she been away from you?

A. Judge, is that all right?

By the Court:

Q. Can you remember?

A. No.

By Mr. Page:

Q. Has she been away from you at all?

A. I don't remember.

Q. Has she left you at any time since 1925 to go away by herself, without you?

A. Yes.

Q. How many times?

A. I don't know.

Q. You don't know?

A. No.

Q. Has it been more than twice?

A. I can't tell you that.

Q. You can't tell me that?

A. No.

Mr. Page: That is all.

By Mr. Martin:

Q. Mr. Sawyer, do you recollect where you and Mrs. Sawyer generally spent the summers?

A. At Tupper Lake, New York.

Q. New York State?

A. Yes, sir.

Q. You haven't been active in business for page 363 } many years, have you?

A. No.

W. W. OLD, JR.,

one of the defendants, being first duly sworn, testified as follows:

Examined by Mr. Martin:

Q. Mr. Old, state your name, profession and length of practice.

A. William W. Old, Jr., Norfolk, Virginia; have been practicing since 1897 in Norfolk.

Q. Were you, or not, retained by Mrs. Sawyer in 1933, I believe?

A. Mrs. Sawyer came to my office in September, the first time, in 1933, having been introduced by a mutual friend of ours.

Q. Did you become her counsel then or about that time?

A. She came in the office, and told me about certain things

that she had against Mr. Matthews. I told her I would be employed—I took employment only on condition--

Mr. Page: We object to that. Mr. Matthews was not present with Mrs. Sawyer.

Mr. Martin: It is not hearsay, how he was employed page 364 } ployed.

The Court: I overrule the objection.

Mr. Page: Exception.

A. (Continuing) I told her I would have nothing at all to do with anything but civil matters, that if there were any criminal matters against Mr. Matthews, as he was a friend of mine and had been a friend of mine, I would have nothing to do with it.

By Mr. Martin:

Q. It was stated a moment ago that previous testimony in this case, I suppose Mr. Matthews' testimony showed that they had turned over to you under duress a letter signed by Mr. Sawyer, a supposed copy of which they have read, or I read awhile ago, dated November 8th, 1928, that the original of that letter was turned over to you by Mr. Matthews?

A. My recollection is that Mr. Matthews came to my office—I think it was the day after December 7th, December 8th, and handed me different papers. He handed me a carbon of this paper I had in my possession at that time, the paper signed November 7th, 1928, and I took the papers and folded them up and put a rubber band around them.

Q. Did he hand you the original of any such letter?

A. No.

Q. Have you ever seen the original of any such letter signed by Mr. Sawyer?

page 365 } A. No. I have seen one signed by Mr. Blanche L. Matthews.

Q. That is in evidence?

A. I saw that.

Q. I am concentrating on the one supposed to be signed by Mr. Sawyer.

A. No. I never saw his signature. All of the papers were put in this folder and put in the safe, that he gave me.

Q. I show you a paper already in evidence, signed by L. P. Matthews, dated December 6th, 1933, written in type, marked Exhibit P-9 as an exhibit in this case. Did you ever see that?

A. Yes.

Q. Do you know who drew it?

A. I drew that paper at my typewriter.

Q. Who was present when you drew it?

A. Mr. Matthews and Mrs. Sawyer.

Q. Tell his Honor the circumstances, what went on at the time this paper was signed, the paper which I am going to read again so his Honor will know what it is.

Note: The paper was thereupon read.

By Mr. Martin:

Q. Tell his Honor whether you saw Mr. Matthews sign that, and under what circumstances.

A. On December 6th, 1933, I came in my office about ten o'clock in the morning and found Mrs. Matthews, Mr. Matthews and Mrs. Sawyer in my office.

page 366 } Q. Found who?

A. Mr. Matthews and Mrs. Sawyer. They were standing up when I came in. I presume they had just gotten to my office. Mrs. Sawyer was very much upset at the time. She said, "Mr. Matthews, you have lied to me about a note of Lucy Gimbert, and told me it was a forgery, and afterwards I found it was genuine, and you have told me about certain other matters of notes that have been forged, and I want you to put it in writing. I don't trust you any more". She said, "You ought to be arrested. I have a great mind to have you arrested", and she went to the 'phone and took the receiver off and dialed twice, I think, two dials, not the full dial, and then she put the 'phone down and came away from the 'phone. Then she said, "Mr. Matthews, you have given this paper", a yellow paper she had, I think, three or four sheets.

Q. The yellow sheets which we put in evidence here?

A. Yes, they were the ones, I think.

Q. Go ahead, and I will show them to you.

A. She said, "You have put in your own handwriting some memoranda about receipts and about your actions, and I want you to put it in writing on each one of them and sign your name". She said, "Before you do it now, Pres"—I believe that is the first time I ever heard him called Pres—she said, "I want you to say you sign without any compulsion, and of your own free will, otherwise I don't want you to sign it". She said, "Mr. Old, you heard me say that?" I said yes. Mr. Matthews signed these papers in dark ink.

Q. The dark ink papers were signed in your presence?

A. All those signed in dark ink were signed by Mr. Matthews that morning.

Q. Tell us about the typewritten paper I asked you about first.

A. After that Mrs. Sawyer said, "Mr. Matthews, you have claimed that in any proceeding, in any criminal proceedings that are brought against you by me you will claim that these papers belong to Mrs. Matthews, and I want you to put in writing that it is not so, that it is my property", and he said, "I will do it", and I said, "Pres, you sit down and write it yourself", and handed him the pad, and he said, "No, you write it on the typewriter", and I wrote it and gave Mr. Matthews a copy of it and he signed it.

Q. Did you, or not, make any effort whatever to have Mrs. Matthews sign a paper releasing all claim?

A. I drew this paper, P-5, and gave it to Mr. Matthews as he left the office. He said he would take it to Mrs. Matthews and if she signed it he would bring it back in the morning. It was handed him and he took it out. There were only two copies made and both were given Mr. Matthews at that time, one for him to keep if she signed.

Q. That was the paper dated November 7th and not signed, Exhibit P-5?  
page 368 } A. Yes.

Note: The paper was thereupon read.

By Mr. Martin:

Q. You gave that to Mr. Matthews for what?

A. He left the office and said he would get Mrs. Matthews to sign it that night or in the morning and bring it back to me, and I saw Mr. Matthews in the Law Building the next morning or the morning after that and he stopped me and said, "Billy, you know what I signed up there was under compulsion", and I said, "Pres, I am going to tell the truth if anything ever comes up in court".

Q. Did you, or not, see Mrs. Matthews in your office on the subject?

A. Yes. He asked me would I go to see Mrs. Matthews at her home.

Q. Who asked you that?

A. Mr. Matthews. I told him I would prefer her coming to the office. Mrs. Matthews first called me up, I think, about two weeks later, and asked if she could see me, and she came to the office. We talked about this matter, and I told Mrs. Matthews—I suggested to her, "Mrs. Matthews, do you know all of the details about Mr. Matthews?" and she said, "Mr. Matthews has told me very little". She said, "I would like to talk to Mr. Holland before I sign it". She made the statement



that there was no consideration for that paper and, "I don't want my mother's money".

page 369 } Q. Who said that?

A. Mrs. Matthews.

Q. Say that again, what she said?

A. That there was no consideration for that paper in fact and she didn't want any of her mother's money. We had a very pleasant talk and she said she would let me hear from her again after seeing Mr. Holland. She told me Mr. Matthews had told her to sign it, had asked her to sign it.

Q. To sign what, that release?

A. Yes.

Q. At that interview between you and Mrs. Matthews, did, or not, Mrs. Matthews make any claim that she, Mrs. Matthews, was the real owner of the securities and the stuff in controversy?

A. Nothing said one way or the other about it.

Q. Did you, or not, see her any more, Mrs. Matthews?

A. Yes, Mrs. — Mr. Holland then came to see me on a Saturday afternoon. Mrs. Matthews 'phoned me and told me Mr. Holland was coming and I believe he would be in town on Saturday and Sunday and could I see Mr. Holland late Saturday afternoon upon arrival of the Norfolk & Western train. That train got in at half-past four. Mr. Holland came to my office about a quarter to five and I think he said he was in a car, that Mrs. Matthews had met him, and I think he said his wife and children were with him, or some children were with him, to the best of my recollection, and Mr. Holland

page 370 } and I talked the situation over a few minutes. He

left the office in probably a half hour. I explained the situation to him. I said, "Mr. Holland, there are a lot of other matters which I don't believe Mrs. Matthews knows, within my knowledge. I think it is somebody's duty to tell her, to tell Mrs. Matthews. I am not going to tell her. Certain forgeries have come to my attention, or rather claimed to be forgeries, and I have nothing to do with that part of it at all, the criminal matter, but I think somebody ought to tell Mrs. Matthews the facts". I said, "Mr. Matthews has suggested that he was going to claim that property provided any criminal proceedings are instituted by Mrs. Sawyer, and it is better to clear the whole matter up, and if necessary I will have to bring a civil suit", and I knew all the facts connected with all of the papers would have to be brought in, which I didn't want to do, and by signing the paper it would probably put Mrs. Sawyer in better humor and things would work out all right. Mr. Holland never saw that paper there because

those two copies of that letter were given to Mr. Matthews and I didn't keep a carbon copy of it in my office:

Q. After you saw Mr. Holland did you see Mrs. Matthews any more?

A. Yes, she came to my office after that.

Q. State what happened when Mrs. Matthews came to see you on the second occasion.

page 371 } A. Mrs. Matthews said that Mr. Holland had told her directly not to sign the paper, but she thought it would be well if she would clear Mr. Matthews' situation, but she wanted an assurance—asked if Mrs. Sawyer would give assurance that she would not prosecute Mr. Matthews. I told her I could not—I didn't think Mrs. Sawyer could give one knowing that there were certain papers he had in his possession, but I thought if she would sign it it would clear the atmosphere and put Mrs. Sawyer in a better humor and things would work out all right. That was my idea.

Q. Did, or not, Mrs. Matthews say she would sign the paper if Mrs. Sawyer would stipulate that there would be no prosecution?

A. She intimated that. Mr. Holland had told her not to sign it.

Q. Something was said by Mr. Holland about your saying it didn't matter because the securities were worthless. Do you know anything about that?

A. I know very little about Mrs. Sawyer's affairs except the papers I had in my possession, and of the papers I had in my possession, there was one note she could have gotten \$1,000.00 out of, and the rest were worthless.

Q. You went to the safe deposit box with me and Mrs. Sawyer under the court order?

A. Yes.

Q. Do you know anything about the value of page 372 } those securities at all except the City bonds?

A. I don't know anything about what was in the box.

Q. Even now do you know anything about the values of those securities except something like City bonds?

A. No. I don't know anything about the Chicago properties.

Q. I think Mr. Matthews said that he delivered back to you the carbon copy of this supposed deed of gift that we are contesting about?

A. No, I have never seen a carbon copy, and I asked Mr. Holland whether he had it when he was in my office.

Q. Have you ever been able to find any carbon copy?

A. No.

Q. As to the original, from whose custody did the original come?

A. Came from Mrs. Sawyer.

### CROSS EXAMINATION.

By Mr. Page:

Q. Mrs. Sawyer stated on the witness stand, Mr. Old, that she never carried this to your office. Is that true, or not?

A. She brought it to my office.

Q. She brought it to your office?

A. Yes.

Mr. Martin: I think you are mistaken about that, about what your record will show.  
page 373 } Mr. Page: I am firm in my recollection that she did say it.

By Mr. Page:

Q. Mrs. Sawyer brought that letter to your office, didn't she (handing paper to witness)?

A. Yes. That is the letter I spoke about just now.

Q. This letter marked Exhibit P-1-a, dated November 7th, 1928, addressed to Mrs. Sarah Elizabeth Sawyer.

A. Let me correct that. Mr. Matthews brought that to my office.

Q. Mr. Matthews brought that to your office?

A. Yes.

Q. That was when?

A. The next morning after that December 6th or 7th, I think.

Q. The other paper was signed on December 6th. It was the morning afterwards he brought this?

A. I think it was the morning after that, or the next morning.

Q. You say that Mr. Matthews came up there. You wrote this on your typewriter, did you not?

A. Yes, I did.

Q. Who made the suggestion as to what it was to contain?

A. Mrs. Sawyer said, "Mr. Matthews, you have claimed in case of any prosecution, that property would—would you claim it belonged to your wife", or Blanche, she called her, "And I want you to put in writing that it is not hers but it is my property".

page 374 } Q. The suggestion or stipulation contained in here, "I will not claim, as I have claimed, that the

notes conveyed in said bill of sale, are the property of Blanche L. Matthews in any proceeding that may be instituted against me, but that said notes are the property of said Sarah Elizabeth Sawyer", was suggested by Mrs. Sawyer?

A. After all of these papers had been signed, Mrs. Sawyer said, "Pres, I want you to sign that paper claiming that property is my property", and at that time the atmosphere had cleared somewhat and I said, "Pres, take this pad and write it yourself", and he said, "No, you better write it. You have got a typewriter", and I wrote it.

Q. When you prepared that did you have this gift, deed of gift, in your possession at that time?

A. I don't think I did, sir.

Q. You had not seen it then, had you?

A. Oh, yes, I had seen it then.

Q. As a matter of fact, you had seen it as early as November 1st, 1933?

A. I think I saw it just before that.

Q. You prepared this letter from Mrs. Sawyer to Blanche Matthews dated November 1st, 1933, Exhibit P-4?

A. Mrs. Sawyer read that paper to me previously marked void and cancelled.

Q. It was already marked void and cancelled?

A. Yes. She said the property belonged to her page 375 } and she always has claimed that, and I suggested myself, "You better write Mrs. Matthews". She told me all about this particular matter after Mr. Matthews made claim that in case she prosecuted Mr. Matthews he would claim it was Mrs. Matthews' property, and then she told me about the situation.

Q. Was Mrs. Sawyer in the office at the time you prepared this letter?

A. I don't think she was.

Q. Did she read it before she signed it?

A. She either read it or it was read to her.

Q. That is a letter from Mrs. Sawyer to Mrs. Matthews attempting to cancel this deed of gift, is it not?

A. The letter speaks for itself, yes.

Q. Mrs. Matthews never did sign this paper dated December 7th, 1933, marked Exhibit P-5 and P-5-a, did she?

A. No. There was a copy made, and she didn't sign them.

Q. You wrote her a letter on January 10th, 1934, did you not?

A. Yes. That is my signature.

Q. Read the letter.

Note: The letter was thereupon read.

By Mr. Page:

Q. You and Mrs. Sawyer were both devoting a certain amount of time in an effort to have this paper signed by Mrs. Matthews, were you?

A. My idea was—

Q. I didn't ask you what your idea was.

page 376 } Q. At that time—

Note: The question was read.

A. She came to my office quite a number of times. I think she asked me once whether Mrs. Matthews had signed it. Mrs. Matthews had taken it up in a very friendly talk, and I was trying to solve the whole situation for everybody, and if Mrs. Matthews had signed the paper I think the whole thing would have been solved.

By Mr. Page:

Q. You were making an effort to get her to sign it?

A. In that way, yes.

Q. And Mrs. Sawyer was also making an effort, was she not, through you?

A. She wanted to know if it had been signed.

Q. Mr. Old, state whether or not you prepared and filed for Mrs. Sawyer certain income tax reports to the Federal Government in the last few months?

A. One time I appeared up in the Armory Building and saw Mr. Matthews about signing an answer in a certain suit we were talking about and he said—

Q. Just a moment—

Mr. Martin: It is going to lead up to your question.

The Court: He can say whether he did, or not, before giving an explanation.

A. No, sir.

page 377 } By Mr. Page:

Q. You didn't file any income tax report for her at all?

A. No.

Q. Did you make any effort to straighten her income tax matter out for her in Richmond?

A. I will explain the conversation Mr. Matthews had with me in the Armory Building. He told me Mrs. Sawyer had not filed her Federal Income Tax Report to the Federal Government, and if they got after her she would be in a pretty fix.

Mrs. Sawyer came to my office afterwards and said he had told her the same thing and she said, "Mr. Old, I want you to go to Richmond and see the Collector of Internal Revenue and find out whether Mr. Sawyer has filed his returns". I went to Richmond on January 30th, 1934. I have letters here, the whole correspondence, in this file. I found out Mr. Sawyer had filed his income tax returns, joint returns, from 1925 to 1932 in Richmond.

Q. Did you find out when they were filed?

A. They were filed regularly.

Q. Filed regularly?

A. As far as I understood. I can read the letter from Mr. Early to Mr. Sawyer.

Q. I am asking you what you found.

A. Mr. Turner and I went over the situation. This is written by Mr. N. B. Early: "With reference to conversation had this date with Mr. W. W. Old, Jr., Norfolk, Virginia, with reference to your income tax liability for various years, you are advised that the records at this office disclose the fact that Federal Income Tax returns have been filed by you for the years, 1926, to 1932, inclusive, all of which returns have now been audited and were apparently found correct as filed. This information may be conveyed by you to the Collector of Internal Revenue, for the State of Florida, in the event further inquiry may be made of your regarding your income tax liability for an of the years above mentioned".

Note: The letter was thereupon marked "Exhibit 18".

By Mr. Page:

Q. Who is that letter directed to?

A. Directed to Mr. E. C. Sawyer. I brought it down with me.

Q. It doesn't say anything about Mrs. Sawyer?

A. No.

Q. It doesn't say Mrs. Sawyer filed any return?

A. It is a joint return.

Q. Does that letter say it is a joint return?

A. No, but I have the returns here if you want them.

Q. What?

A. I have copies of the returns here. Here is an income tax return for 1926 from the Treasury Department, and here is another one, Mr. Page.

page 379 } Mr. Page: We haven't any objection to putting these two in evidence. Have your, Mr. Martin?

By Mr. Martin:

Q. These are copies of returns, are they?

A. Yes, I suppose so.

Mr. Martin: I have no objection to putting them in evidence.

By Mr. Martin:

Q. You haven't compared them as copies?

A. No.

Q. They are supposed to be copies retained by Mr. Sawyer?

A. Yes.

Q. You got them from the custody of Mr. and Mrs. Sawyer?

A. Mr. Sawyer.

Q. Mr. Sawyer?

A. Mrs. Sawyer brought them to the office.

Q. They are joint returns of husband and wife?

A. They seem to be all through. I haven't looked at them yet.

By Mr. Page:

Q. Some of them are for the same year?

A. Most of them are. Two of them say, "Was a separate return filed by husband or wife"? and it says no.

Q. This amended return says yes.

A. Yes.

Note: The papers were thereupon marked "Exhibit C-1", "Exhibit D-1", "Exhibit E-1", "Exhibit F-1", page 380 } "Exhibit G-1" and "Exhibit H-1".

By Mr. Martin:

Q. Do you know who the lawyers are for Mr. Matthews, defending him in the criminal actions?

A. I think Mr. Page and Mr. Sands who came to the office to see me, and that they and Mr. Elliott, I think, are counsel for him.

Q. They are the same lawyers Mr. Page and Col. Sands, who are in this case?

A. I think they said Mr. Elliott was also in it.

Q. You said that the day after Mr. Matthews signed certain papers in your office that he said to you he signed them under duress, and you said that you were going to tell the facts?

A. Under duress or compulsion.

Q. Did he at that time say what he signed was false?

A. No. He had signed what he had already written before.

Note: The defendants rest.

page 381 } GLADYS STENNETT,

sworn on behalf of the complainant, testified in rebuttal as follows:

Examined by Col. Sands:

Q. What is your full name?

A. Gladys Stennett.

Q. Your residence?

A. 336 Fairfax Avenue.

Q. Where are you employed now?

A. Norfolk Navy Yard.

Q. Were you formerly in the employ of the Guaranty Title & Trust Corporation?

A. I was.

Q. Over what period of time?

A. From 1922 to 1929.

Q. During that period did you have any access to or knowledge of the records of the safe deposit boxes?

A. I had charge of letting people in the boxes.

Q. You did?

A. Yes, in the vault.

Q. During that period or any part of that period was a box rented there in the name of E. C. Sawyer or Mrs. Sarah Elizabeth Sawyer?

A. There was in the name of E. C. Sawyer.

Q. Do you recall what period of time that box was rented?

A. About two or three years.

Q. Do you recall which years those were, or between which years?

page 382 } A. That was the years up to the time they closed. They closed in 1929.

Q. 1929?

A. Yes.

Q. So you mean it was two or three years previous to that?

A. Yes.

### CROSS EXAMINATION.

By Mr. Martin:

Q. You mean it continued there until the company broke?

A. That I cannot say because Mr. Sawyer went away, and I think he was away when the company went under.

Q. The company went under in June, 1929, didn't it?

A. Yes.



## RE-DIRECT EXAMINATION.

By Col. Sands:

Q. Do you know Mrs. Sawyer?

A. Yes.

Q. Did she visit that box?

A. I don't ever remember seeing Mrs. Sawyer in the box.

Q. What?

A. I don't remember ever seeing Mrs. Sawyer in the box.

Q. The box was in the name of Edward C. Sawyer?

A. That is right.

page 383 } RE-CROSS EXAMINATION.

By Mr. Martin:

Q. If anyone came in you would have to have a duplicate key to open it?

A. Yes.

Q. I suppose you would take the signature, or did you do that?

A. Yes, but Mr. Sawyer went in his box so frequently that we let him go in there, give him a key to go in himself.

Q. By himself?

A. Yes.

Q. As a matter of fact, do you remember whether that was a defective box that could not be rented, therefore, you gave him a key to use himself, and he put a lot of old accounts in it?

A. Really, I don't know what was in there.

Q. It was a defective box?

A. Yes.

Q. He was a Guaranty Title Company Director and you let him use the box, did you not?

A. Yes.

page 384 } W. W. OLD, JR.,  
recalled, on behalf of the defendants, testified as follows:

Examined by Mr. Martin:

Q. I forgot to ask you about the suit you brought for Mrs. Sawyer in which Mr. Matthews testified that Mrs. Sawyer was the owner of the notes sued on.

Mr. Page: Note the same objection to this. It merely goes to the credibility of the witness.

A. I saw Mr. Matthews probably four or five times in my office, twice with Mrs. Sawyer, and one time he brought the deed of trust, and another time he came in to see about the Hamilton matter. I brought suit against Hamilton in the name of Mrs. Sawyer. I had first to reform the note. The note was given payable to the bank instead of bearer, and I brought suit in Mrs. Sawyer's name, also a motion for judgment against Hamilton for Mrs. Sawyer, and Mr. Matthews sent me a statement around of the money he had of Mr. Hamilton on his loan, and no suggestion was ever made in any of my conferences with him that the property was not the property of Mrs. Sarah E. Sawyer, otherwise I would not have brought suit.

Q. Did you have a conference with Mr. Matthews regarding the Dunn forgeries?

A. In that Dunn matter, it was somewhat involved for this reason: Among the many papers given me by Mrs. Sawyer was a note of D. T. Dunn for \$4,000.00. If I can get the wallet—

Q. You are looking for the wallet?  
page 385 } A. Yes.

Q. Is that note in it?

A. I think it was given to the Commonwealth's Attorney. I looked at this Dunn note for \$4,000.00. I noticed that the signature was "W. L. Prieur, by J. A. McCourt, Deputy Clerk", and was not Mr. Prieur's signature. I knew there was no deed book 306, page 84, and also I thought I knew Mr. Dunn's signature and it didn't seem to be his signature. That matter was without my province and my employment, and I gave the papers back to Mrs. Sawyer. In this folder, however, there was a paper, Clerk's receipt, a receipt from L. P. Matthews, Trustee, for a deed of trust from Wickstrom to Blank, dated December 7th, 1929, with my notation there or in my handwriting, "313-c, 369". Mrs. Sawyer had a note of a man named John Wickstrom for \$5,000.00 secured by a deed of trust on property in Kenilworth, and Mr. Matthews as trustee sold the property under the deed of trust and Mr. D. T. Dunn became the purchaser of it. Mr. Dunn gave a first mortgage on the property to the trustee to secure \$2,500.00 and a second mortgage for \$3,000.00 to L. P. Matthews, Trustee, dated November 27th, 1928, recorded in Deed Book 313-C, page 369. That note for \$3,000.00 I claimed belonged to Mrs. Sawyer as she had the original \$5,000.00 Wickstrom note in her possession, and she owned that note. I gave the folder to Mrs. Sawyer and she went around to the Clerk's office, with

the receipt which she said she showed to the Deputy Clerk who looked at that 313-C, 369. That secures a note of D. T. Dunn for \$3,000.00 with notation on it by the Clerk that Dunn released it. I wrote the Clerk for a release of it because the \$3,000.00 note belonged to Mrs. Sawyer and somebody else might have had it. I suppose he had the deed of trust in the same folder, and the Clerk testified it was not the same property. They were all in the same folder and she probably handed it to the Clerk.

Q. You were not with her on that occasion?

A. No. I think that must have been the way it happened. I don't know anything about what happened after that.

### CROSS EXAMINATION.

By Mr. Page:

Q. Did you ever examine the records with reference to that Dunn deed, do you remember?

A. No, I didn't have any necessity for it.

Q. Did you discuss with Mrs. Sawyer the validity of that deed, the genuineness of it?

A. I told her I didn't think it was genuine.

Q. That was before you returned it to her, before she went down to the Clerk's office?

A. Yes, before I handed the papers to her.

page 387 } COL. MILLARD A. BUTLER,  
sworn on behalf of the complainant, testified in rebuttal as follows:

By Col. Sands:

Q. Your name is Col. Millard A. Butler?

A. Yes.

Q. What is your address?

A. 704 Westover Avenue, Norfolk.

Q. You are a native of Norfolk?

A. I am a resident of Norfolk.

Q. A resident?

A. Not a native.

Q. Do you know Mrs. Sarah Elizabeth Sawyer, Mrs. Edward C. Sawyer?

A. Yes.

Q. Did you see Mrs. Sawyer any time within the last two or three years to talk with her?

A. Several times.

Q. Several times?

A. Yes.

Q. Did Mrs Sawyer ever make a statement to you that she was penniless?

A. Yes.

Q. When?

A. Well, one time just about a year ago this time. I place the date because Mr. C. Whittle Sams had called me to come to see him.

Q. I can't hear you.

page 388 } A. I say I place the date because Mr. C. Whittle Sams had called me to come to see him and I went down earlier than I had made an appointment hoping to see him sooner.

Q. What was the date?

A. Just about a year ago this time.

Q. Just about a year ago this time?

A. About March, April or May of last year.

Q. 1933?

A. Yes.

Q. What did she say at that time?

A. I went over to the Preston Hotel while I was waiting for Mr. Sams to see him, and while I was in the hotel Mrs. Sawyer came in and I recall distinctly she had a sack of peppermint candy. She will recall that. She offered me a few pieces and started to tell me her troubles. Among other things she had to tell me—

Q. I can't hear you. Speak a little louder.

A. Among other things she had to tell me was she was absolutely penniless, both she and her husband.

Q. Did she make any further statement with reference to either Mr. Matthews or Mrs. Matthews?

A. Yes.

Q. In connection with herself?

A. Yes.

Q. What did she say?

page 389 } A. She said Mrs. Matthews was as bad as Mr. Matthews, that they had everything.

Q. That they had everything?

A. Yes.

### CROSS EXAMINATION.

By Mr. Martin:

Q. She said, did she not, that Mr. Matthews had stolen everything she had?

A. No, sir.

Q. What did she say?

A. She said they had everything.

Q. She said they had stolen it, didn't she?

A. She insinuated it, that they had.

Q. You say she insinuated it. She meant they had stolen it? She said the same thing as stolen, and that she was left penniless?

A. I would not say that she insinuated she had lost money by bad judgment, and never insinuated it was stolen.

Q. The impression you got was her property had been lost in bad investments?

A. That is what I gathered.

page 390 }

F. J. SETCHELL,

sworn on behalf of the complainant, testified in rebuttal as follows:

Examined by Mr. Page:

Q. What is your age, Mr. Fetchell?

A. What is that?

Q. What is your age?

A. I live in Chicago.

Q. What is your age?

A. Age?

Q. Yes.

A. 65.

Q. Where do you live?

A. In Chicago.

Q. What relation are you to Mrs. Sarah Elizabeth Sawyer?

A. She is my sister.

Q. You heard me ask Mrs. Sawyer if she had ever made the statement to you that she had had some trouble with her husband's children and that she was going to see that they didn't get any of her estate?

A. She did.

Q. Did she make that statement to you?

A. She did.

Q. When was that, Mr. Setchell?

A. It was when we were up at the lake. We go up there every summer. We have been summering up there, you know. It was back, I think, in 1927 or 1928, along there.

Q. Along in 1927 or 1928. Did she tell you what  
page 391 } the trouble was?

A. She did.

Q. What was it?

A. She said they were having—Ed was having trouble with his children. He was going riding with me downtown. We were about a half mile out of town; and she asked me if, when Sawyer, Ed, goes around would I go to the Post Office be-

cause she knew he was getting mail from his children and she wanted to know it. I did, but I never knew him to get any letters. I don't know that he ever did. She told me that she found where he had got a letter, and she thought he was getting letters there.

Q. Did she tell you what that trouble was she was having, if any, with these children?

A. Yes, she told me about troubles she had with one loan, that Sawyer had sent a loan to his daughter and she had an awful lot of trouble getting it back. She was terribly worried about it, she said, and this loan was made, and I think it was \$3000.00 and she told me that he had sent it to his daughter and that she had an awful time getting it back.

Q. Is that the time she told you she was going to see that the children didn't get anything?

A. She said that the children were writing him for money and she knew they were trying to ruin him and she said,  
"If I have trouble with him I want to send the  
page 392 } securities to you in Chicago and you rent a box  
and put them in there for me, will you" and I said  
I would.

Q. That was around 1927 or 1928?

A. About 1927. We used to go there every summer.

Mr. Page: Answer Mr. Martin's questions.

Mr. Martin: No questions.

Mr. Page: Stand down. That is the case, your Honor.

page 393 } And said Sarah Elizabeth Sawyer duly excepted  
to the ruling of the court against her and entering  
the decree against her in this cause, and prays that this her  
certificate of exceptions No. 1, may be signed and made a part  
of the record, and that the exhibits may be properly certified,  
which is accordingly done, after it duly appeared in writing  
that the plaintiff had proper notice of the time and place of  
presenting this certificate of exceptions. And said exhibits  
may be taken to the Supreme Court of Appeals of Virginia.  
without being copied.

Teste: this 14th day of July, 1934.

ALLAN R. HANCKEL, Judge.

A Copy, Teste:

ALLAN R. HANCKEL, Judge.

page 394 } The following is the Notice of Appeal filed  
herein:

To Blanche L. Matthews; National Bank of Commerce of Norfolk, Virginia; William W. Old, Jr.; Edward C. Sawyer; Jessie W. Gould; Joseph E. Gould; Frank P. Whitehurst and Grayson M. Whitehurst, Executors of William Lee Whitehurst; Ivor A. Page, Jr., and William E. Sands:

TAKE NOTICE, that I will on the 14th day of July, 1934, at 9:30 a. m., present to the Judge of the Circuit Court of the City of Norfolk, Virginia, at his office, my certificate of exceptions in the chancery cause of Blanche L. Matthews against me and others, pending in said court, in order to have it signed and made part of the record in said case, and to have the exhibits authenticated and made part of the record in said case.

TAKE FURTHER NOTICE, that on the 21st day of July, 1934, at 9:30 a. m., I shall apply to the Clerk of said Court in his office for a transcript of the record in said case and for the exhibits therein, in order to apply for an appeal.

SARAH E. SAWYER,  
By JAS. G. MARTIN, Counsel.

July 11, 1934, Service Accepted. National Bank of Commerce By A. W. Brock, Vice Pres., Edward Brockenbrough, Atty. for Executors of W. L. Whitehurst, dec'd.

7/13/34 Jas. G. Martin, Atty. for Edw. C. Sawyer, Blanche L. Matthews, By W. H. Sands, Atty., Ivor A. Page, Jr., by W. H. Sands, Atty., William H. Sands, Atty., W. W. Old, Jr., Vandeventer, Eggleston & Black, Attys. for Joseph E. Gould and Jessie W. Gould.

page 395 } Virginia:

In the Clerk's Office of the Circuit Court of the City of Norfolk, on the 8th day of November, in the year, 1934.

I, Cecil M. Robertson, Clerk of the aforesaid Court, hereby certify that the foregoing transcript includes the papers filed with the exception of certain exhibits which are certified under separate cover, and the proceedings had thereon in the chancery cause of Blanche L. Matthews, Complainant, against Sarah Elizabeth Sawyer, et als., defendant, lately pending in our said Court.

I further certify that the same was not made up and completed and delivered, until the parties hereto had received due notice thereof and of the intention of the defendant, Sarah E. Sawyer, to appeal to the Supreme Court of Appeals of Virginia from the decree of said Court entered in said Court on the 23rd day of May, in the year, 1934.

Teste: CECIL M. ROBERTSON, Clerk,  
By MARGUERITE R. GRONER, D. C.

Fee for Transcript \$84.60.

A Copy—Teste:

M. B. WATTS, C. C.



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