

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK

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IN THE MATTER OF GEORGE SASSOWER, an  
Attorney and Counsellor-at-Law:

GRIEVANCE COMMITTEE  
FOR THE  
NINTH JUDICIAL DISTRICT,

Petitioner,

-against-

GEORGE SASSOWER,

Respondent.

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60 Centre Street  
New York, New York

October 28, 1981

B e f o r e:

HONORABLE ALOYSIUS J. MELIA,

Special Referee.

A p p e a r a n c e s:

DONALD E. HUMPHREY, ESQ.

Attorney for Petitioner

BY:

RICHARD E. GRAYSON, ESQ., of Counsel

200 Bloomingdale Road, White Plains, N. Y.

GEORGE SASSOWER, ESQ.

Respondent appearing pro se

Thomas Nichiarico  
Official Court Reporter

New York, N. Y., October 28, 1981.

(The hearing was continued.)

MR. GRAYSON: Paragraph 31 should be admitted, the dates check out.

THE REFEREE: Let the record reflect we are now dealing with the amended petition, which is Exhibit 1 in evidence here, heretofore paragraph 31 was denied by the respondent, now admits paragraph 31.

MR. SASSOWER: 32 we previously agreed to, your Honor, but I think your Honor did not make the markings.

The first two lines and the first two words on the third line should be stricken. It stands as an admission.

MR. GRAYSON: I believe you said you were denying the first two lines and the first two words.

MR. SASSOWER: And you agreed to strike it or do you want that part denied and the rest admitted?

MR. GRAYSON: I would prefer the latter, you denied the first two lines and first two words.

MR. SASSOWER: Correct.

THE REFEREE: You deny Kelly was unable to effectuate personal service on respondent of a citation issued pursuant to the petition referred to in paragraph 31 supra and, therefore--

MR. SASSOWER: Correct, your Honor.

MR. GRAYSON: To simplify, then I will agree to strike the first two lines and the first two words of the third line in paragraph 32.

THE REFEREE Now, as amended, paragraph 32 is admitted?

MR. SASSOWER: Correct, your Honor.

And it commences by order of Surrogate's Court.

THE REFEREE: Right.

MR. SASSOWER: Now, 33, the last line should be changed to March 28 instead of March 21.

THE REFEREE: March 21st, is that agreed to Mr. Grayson?

MR. GRAYSON: Yes.

THE REFEREE: Motion granted, so amended, March 21 is now March 28. That paragraph is admitted.

MR. SASSOWER: Now, in paragraph 4, I

believe I made a statement once before, I would like the opportunity to make it again, if I did not make it.

THE REFEREE: All right.

MR. SASSOWER: The words are correct, but it is our contention this order was never construed this way.

THE REFEREE: I don't follow what you are saying.

MR. SASSOWER: The words as recited --

THE REFEREE: Starting with "The application to punish"?

MR. SASSOWER: Yes.

-- are correct, but this order was never construed this way.

THE REFEREE: Well, that has nothing to do with the pleadings.

MR. SASSOWER: The pleadings, I feel, are improper and, to the extent they may be prejudicial to me, I want it to be eminently clear.

THE REFEREE: That you will have to rectify by evidence.

MR. SASSOWER: Which we intend to do.

All right. "35," I deny any knowledge or

information sufficient to form a belief.  
If Mr. Grayson says, and I believe he does say, that such order was served upon me on March 16, 1976, I will not controvert same. So you say that it is the assertion made by Mr. Abuza.

MR. GRAYSON: I believe we have the affidavit of service of March 16, 1976. I am sure that is the date that you were served.

MR. SASSOWER: Okay.

THE COURT: But you are denying it?

MR. SASSOWER: To be very frank, I was ill that day, what I was served with I don't know, but it could be that it could not be that. I am in no position nor do I wish to controvert it, since I think it's an irrelevant assertion.

THE COURT: For the record, you are denying it?

MR. SASSOWER: I am admitting it, only for this record, it's only for this case. I am not admitting it for any other case where it may be pertinent. Here I don't think it's pertinent.

Of course, I did file my accounting within thirty days thereafter, if it ever comes up for a point again in another proceeding which I can't visualize, then I want an opportunity of denying that admission.

THE REFEREE: Next?

MR. SASSOWER: "36" --

MR. GRAYSON: On paragraph 36, the third line refers to paragraph 35, that should be changed to refer to paragraph 33.

THE REFEREE: Any objection?

MR. SASSOWER: Yes, your Honor.

THE REFEREE: You object to the change?

MR. SASSOWER: Yes, your Honor. This changes the entire content.

MR. GRAYSON: Off the record.

(Whereupon, a discussion was held off the record.)

MR. SASSOWER: Let me put it briefly, do you want it on the record or off the record?

MR. GRAYSON: I don't want to be surprised.

MR. SASSOWER: You are not going to be surprised. Your Honor, initially I want to say I

am not being prejudiced in terms of being surprised by the change. I want to eliminate that. The amendment changes the entire context of the charge. Initially I was charged with violating an order of 1976 by the amendment petition seeks to charge me with a violation of a 1975 order rather than a 1976 order.

THE COURT: Isn't that true, Mr. Grayson?

MR. GRAYSON: When Mr. Sassower and I discussed this two days ago, I theorized, I tried to explain to him that paragraph 35, while referring to the order of 1976, is in essence a continuation of paragraph 34, because 34 contains the language of the order, and 35 in essence deals with the service of same. And the language in paragraph 34 that is quoted refers directly back to paragraph 33, so the way I theorized that paragraphs 34 and 35 and a continuation of paragraph 33. And 34 and 35 came about solely because Mr. Sassower failed to comply with the order noted in paragraph 33.

THE COURT: Well, when you get down

to the bottom line, the charge 3 charges him with violating what order?

MR. GRAYSON: Order referred to in 35, 1976 order.

MR. SASSOWER: The 1976 order you say I complied with. 1976 order I complied with.

THE COURT: Paragraph 36 refers to paragraph 35.

MR. GRAYSON: Yes, it does. I will admit that a reading of paragraph 35 on its face says that Mr. Sassower complied with that order.

MR. SASSOWER: So if I complied with the order, the charge should be dropped.

MR. GRAYSON: As You know, George, I did not prepare the petition. I can only guess that the person who prepared it either intended that 36 read that way and, therefore, it was a mistake, and this charge should never have been in or possibly it was a typo, and charge 36 -- paragraph 36 should have read paragraph 33 instead of 35.



MR. SASSOWER: We have two problems, if your Honor please, one the Appellate Division directed the Grievance Committee to put all their charges in one petition, gave them leave to file an amended petition and said that's the end of it.

So it's a jurisdictional problem in that this charge that the Grievance Committee seeks to now insert is a new charge 3 is different than what the Appellate Division ruled upon.

Secondly --

THE COURT: That answers the first one. I think Mr. Grayson is saying that this is an obvious error and he is moving to correct an error. It refers to 35 instead of 33. Are you saying that?

MR. GRAYSON: I am saying, yes, it's an obvious error. It is an obvious error because a reading of paragraph 35 shows the Grievance Committee says that Mr. Sassower complied within thirty days on paragraph 35, so there would be no sense in putting that charge in which says he did not comply with

paragraph 35.

THE COURT: That seems to be true.

MR. SASSOWER: The second argument is, and I say this to Mr. Grayson, I said it to him on Monday, if you do not contend that there was any prejudice by my failure to timely comply with a 1975 order and they admit there was no prejudice, then isn't it ironical that I am charged with violating an order where there is no prejudice and you should be entitled to amend a pleading where there is likewise no prejudice.

THE COURT: That's an argument we will get to at the end. Right here we are only concerned about the pleadings.

I will grant the motion to amend paragraph 36 to change paragraph 35 to paragraph 33.

Next.

MR. SASSOWER: 38, 39, and 40, they presented stand as denials. I do not deny the words, I deny the legality of the orders and directions.

THE COURT: Do I take that to mean you admit the --

MR. SASSOWER: You see, I am faced again with what your Honor described as a not an artful pleading. You can leave it as denials, but you can accept it as evidence that these are facts without me conceding that they are lawful or proper.

I mean, just to give you an example, paragraph 40, I was charged, I was tried, I was convicted, and I was sentenced all in absentia.

THE COURT: That's a legal argument. Off the record.

(Whereupon, a discussion was held off the record.)

MR. GRAYSON: You are admitting the facts?

MR. SASSOWER: I will say there was an order.

THE COURT: You claim it had no legal effect?

MR. SASSOWER: It had no legal effect.

THE COURT: Because it was not honored

by anybody, including the Court. That's your position?

MR. SASSOWER: Absolutely.

THE COURT: As a practical matter, I think in view of that statement, we will leave this as a denial, what there is in evidence because Mr. Sassower is under oath and in effect in these colloquys he is giving testimony.

MR. SASSOWER: Absolutely, your Honor. Everything I say can be taken as being under oath.

THE COURT: Now, paragraph 39, don't you admit this, that the Judge directed the respondent to turn over --

MR. SASSOWER: Correct.

THE COURT: You admit it?

MR. SASSOWER: I admit it.

THE COURT: Admit 39.

MR. SASSOWER: Now, 40, I admit I was held in criminal contempt, but everything else I think should go out.

THE COURT: What do you mean by "everything else"?

M I. SASSOWER: The comment, the second

paragraph.

THE COURT: Starting with "The said George Sassower"?

MR. SASSOWER: "The conduct of said George Sassower," second paragraph, should be out, unless you are going to bring in Judge Seidel. I will admit that I was found guilty of criminal contempt.

THE COURT: What's your position, Mr. Grayson?

MR. GRAYSON: I have no objection to removing the three-quarter paragraphs as long as Mr. Sassower will stipulate he was held in criminal contempt for, and state the reasons.

MR. SASSOWER: I wasn't there. I was found guilty of criminal contempt.

MR. GRAYSON: For failing to turn over papers to Mr. Mastroiani.

THE COURT: Mr. Grayson has asked you to say that's what you were held in contempt for.

MR. SASSOWER: Contempt for without admitting the validity or truthfulness thereof.

THE COURT: Yes.

MR. SASSOWER: Okay, absolutely.

THE COURT: What are you moving to strike out, Mr. Grayson?

MR. SASSOWER: Why don't you amend the paragraph to read --

MR. GRAYSON: How about if paragraph 40 reads as follows: "Pursuant to an order to show cause (Signorelli, Judge presiding), dated January 25, 1978, respondent, George Sassower was held in criminal contempt on March 8, 1978 for failure to comply with the order to deliver the Kelly estate documents to Anthony Mastroiani, Public Administrator"?

MR. SASSOWER: Admitted.

THE COURT: The rest of the paragraph 40 is stricken, Mr. Grayson?

MR. GRAYSON: Yes.

THE COURT: That motion is granted.

Next.

MR. SASSOWER: On 43, Mr. Grayson wants to make a statement which I have accepted.

THE COURT: All right.

MR. GRAYSON: Last week, I spoke with Vincent Berger, the attorney for Mr. Mastroiani,

the Public Administrator, and I asked him to tell me specifically what documents Mr. Sassower has or he believes Mr. Sassower has--

THE COURT: Has or had?

MR. GRAYSON: Has or had, both.

-- that Mr. Berger could have used to refute the results of the IRS audit of the Kelly estate. Mr. Berger thought a bit and then told me that there were no documents that he could list for me that fell into that category that would have refuted the IRS audit.

THE COURT: Is that it?

MR. SASSOWER: And that he made no specific demand upon me for any specific document for that purpose.

MR. GRAYSON: That is correct. The Grievance Committee has three letters from Mr. Berger to Mr. Sassower requesting that the respondent turn over books, documents, records, et cetera.

I asked Mr. Berger if he had made any phone calls to the respondent specifically requesting documents, and he said no, he had not.

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So what we are left with is no specific list of documents that could have apparently been used to refute the IRS audit.

MR. SASSOWER: No objection to the statement as if given by Mr. Berger.

THE COURT: All right. That will be considered as evidence in the case.

MR. GRAYSON: On paragraph 43, and I also would like to bring to the Court's attention that on the last line, the sentence should end after the word "<sup>interest</sup>entries" and the two words "and penalties" should be deleted.

THE COURT: You have no objection?

MR. SASSOWER: No objection, your Honor.

THE COURT: That motion is granted.  
What about the pleading on paragraph 43?

MR. SASSOWER: Well -- then I would deny that. In fact, it would seem to me based on Mr. Berger's statement, that charge 5 should be dropped completely.

MR. GRAYSON: We will have to talk about that with Mr. Connolly.



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THE COURT: Next.

MR. SASSOWER: Charge 6, I think, your Honor omitted to strike the latter line of paragraph 45.

THE COURT: No, I did not. I struck it.

MR. SASSOWER: 51 I will admit to, your Honor.

MR. GRAYSON: On line 3 of paragraph 5th to after the word "Kelly," I would like to add <sup>or</sup> "for Kely's attorney."

THE COURT: The last line reads now "Court or Kelly, that he would not appear," you are in effect striking "Kelly" and changing it to "Kelly's attorney"?

MR. GRAYSON: No, I am leaving "Kelly" in there.

THE COURT: So you are adding "or Kelly's attorney to Kelly"?

MR. GRAYSON: That's correct.

THE COURT: That's consented to?

MR. SASSOWER: Correct.

THE COURT: Permission granted. You are denying that paragraph; is that it, Mr. Sassower?

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MR. SASSOWER: Yes, your Honor. I am admitting that I did advise Kelly, but I certainly advised Kelly's attorneys. I admitted I did not appear. That's "51."

THE COURT: "52," respondent failed to appear," he has to deny the paragraph in view of his position. He is admitting for the record now that he failed to appear on June 13, 1977.

Next.

MR. SASSOWER: On "55," I admit that I did not appear. The first two lines I admit. Why don't you eliminate the third line, that's a matter for my proof.

THE COURT: "55," what are you doing, you are admitting for the record that you did not appear in Surrogate's Court on June 22, 1977 as directed by Surrogate Signorelli?

MR. SASSOWER: Correct, your Honor.

THE COURT: What about the last line?

MR. SASSOWER: The last line I am not admitting.

THE COURT: Then I will have to put a denial in but accept your testimony on the record that you

did not appear.

MR. SASSOWER: Correct, your Honor.

MR. GRAYSON: For paragraph 56, 57, and 58, those are the paragraphs that we agreed to strike. They are based on the criminal contempt.

THE COURT: I am a little confused on that. On "57," I have page 1 of paragraph 57 stricken. But I don't have page 2 stricken.

MR. SASSOWER: That should be stricken. The next two and a quarter pages should be stricken.

THE COURT: Is that your motion?

MR. GRAYSON: Paragraphs 56 through 58 should be completely stricken.

THE COURT: And you are leaving "59"?

MR. SASSOWER: "59" should be changed, instead of "58," it should read "55."

MR. GRAYSON: Yes.

THE COURT: What's that?

MR. GRAYSON: The last line of paragraph 58. First line, paragraph 59 contains the words paragraphs 54 through 58. The latter number "58" should read "55."

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THE COURT: The motion to amend paragraph 59 to read, on line 1, "58" is changed to "55."

Next.

MR. GRAYSON: For paragraph 10, I would like to offer certain documents.

THE COURT: I think you mean Charge 10?

MR. GRAYSON: Yes, Charge 10. The first document is the respondent's complaint in Eastern District Court, Action 77-C-1447.

THE COURT: What is the date of it?

MR. SASSOWER: It was filed on July 12, 1977.

THE COURT: On consent, that is received in evidence as Petitioner's Exhibit 55.

(The aforementioned respondent's complaint filed July 12, 1977 was received and marked as Petitioner's Exhibit 55 in evidence.)

MR. GRAYSON: I would now like to offer the decision and order in that case, and this document is dated September 20, 1977 and filed September 21, 1977.

MR. SASSOWER: Objection, your Honor.

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THE COURT: You object?

MR. SASSOWER: I have no objection to a statement that the action was dismissed, but here again we are coming back to the same argument we had with Judge Asch's decision as to whether the opinion goes into evidence.

In view of the length of time we spent arguing the point, I don't think it's necessary to repeat those arguments, but we have one additional matter in this situation which did not appear in Judge Asch's decision.

In this case there are two comparatively recent Supreme Court decisions, Supreme Court of the United States, which overrules the reasoning of Judge Mitchell, and that is Gomez against Toledo, which is 446 U.S. 635, 64 Law Edition 2d 572. And Dennis v. Sparks, which is at 449 U.S. 24, 101 Supreme Court 183 66 Law Edition 2d 185.

THE COURT: The Dennis I remember, the first one you mentioned.

MR. SASSOWER: Gomez against Toledo, I

gave you that.

THE COURT: We will come back to this.  
Let's go on.

MR. GRAYSON: I offer respondent's  
complaint in Eastern District action, 78-C-124.  
I do not see a date of filing on my copy.

MR. SASSOWER: January 23rd, 1978.

MR. GRAYSON: That's the date.

THE COURT: I take it there is no objection  
to this?

MR. SASSOWER: No objection.

THE COURT: That will be received as 56  
in evidence.

(The aforementioned respondent's complaint  
bearing date January 23, 1978, was received and marked  
as Petitioner's Exhibit 56 in evidence.)

MR. GRAYSON: I would like to offer the  
decision and order in the '78 action, and this was  
dated March 21st, 1978.

THE COURT: Any objection?

MR. SASSOWER: I have no objection to a  
statement that the complaint was dismissed, but not  
the decision or opinion of Judge Mischler, same

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objection as before.

THE COURT: You are offering it?

MR. GRAYSON: Yes.

THE COURT: I will reserve decision on this.

MR. GRAYSON: I have another decision and order in the same matter dated April 20, 1978.

THE COURT: I assume that's objected to?

MR. SASSOWER: Correct, your Honor.

THE COURT: I will reserve decision on it.

MR. GRAYSON: I have the decision of the Second Circuit in these two matters filed December 19, 1978.

MR. SASSOWER: I have no objection to the first paragraph of the decision. Everything else was in effect overruled or reversed by the Supreme Court of the United States.

THE COURT : In some other case?

MR. SASSOWER: In a subsequent case.

THE COURT: I will reserve decision on that.

MR. GRAYSON: On Charge 4, your Honor,

while I have certain letters from Mr. Berger that discuss the respondent's alleged failure to turn over all the books, papers and property of the Kelly estate to the Public Administrator, rather than attempt to put to offer these hearsay letters, which contain much information that the respondent objects to.

I just wish to make a statement, as of the date of the latest letter from Mr. Berger which is December 6, 1978, the respondent admits that he has not as of that date turned over to the Public Administrator all of the "books, papers, and other property of the estate of Eugene Paul Kelly, in his possession or under his control or or before May 5, 1977."

That quoted language comes from the order of the Surrogate's Court, which directed the respondent to turn over those documents to the Public Administrator.

MR. SASSOWER: Correct, with emphasis on the word "all."



THE COURT: Next, Mr. Grayson.

MR. SASSOWER: But since that date, I have turned over all books, records, papers and documents which I had in my possession. And, offhand, I believe it was about seven months ago that I sent the last shipment or thereabouts.

THE COURT: Is that correct, Mr. Grayson?

MR. GRAYSON: As to the date or the substance of what Mr. Sassower said, I do not have any first-hand knowledge.

THE COURT: Are you so advised?

MR. GRAYSON: The position of Mr. Berger, the attorney for the Public Administrator, is that they still have not received all the documents from the respondent.

THE COURT: Next.

MR. GRAYSON: I have nothing else at this time, your Honor.

THE COURT: You are under oath.

MR. SASSOWER: Your Honor, I would like to proceed in a chronological order, and the thrust of most of the material that I intend to produce today is to show that this estate was taken care

by me in a prompt and diligent manner.

Eugene Paul Kelly died on April 26, 1972, as evidenced by a certificate of death. I will not introduce all documents into evidence because it will run into thousands, but I will give to Mr. Grayson so he can inspect those documents which I don't offer into evidence.

The same day that he died, I forwarded to Surrogate's Court Suffolk County a copy of his last will and testament and codicil by registered mail, return receipt requested. I offer this in evidence.

THE COURT: Rather than clutter the record with exhibits, as you have indicated, you have shown that document to Mr. Grayson, he can look at it, and he can agree, yes, that's so and, if so, we won't need the document.

MR. GRAYSON: I will stipulate, based on this letter Mr. Sassower has just given me that April 26, 1972, the date of death of Mr. Kelly, Mr. Sassower mailed a copy of Mr. Kelly's will and codicil to the Suffolk

County's Surrogate's Court.

MR. SASSOWER: I received the necessary forms from Surrogate's Court, Suffolk County, which I filled out, sent to Surrogate's Court and, on May 8, 1972, they returned the papers to me for one or two minor corrections as evidenced by a memorandum from that court dated May 8, 1972.

MR. GRAYSON: From the document handed to me, there is no indication the reason for the return of the papers, but I will not contradict Mr. Sassower's assertion.

MR. SASSOWER: On May 10, 1972, a citation was issued to the interested parties and, on May 12, 1972, I sent a notice of probate to all interested parties, together with a copy of his last will and testament.

MR. GRAYSON: Based on Mr. Sassower's statement that the document he just gave me was a form letter which was sent out to the interested parties, I will agree with his statement.

MR. SASSOWER: On may 16, 1972, I received -- there was sent out from Surrogate's Court a receipt for the payment of a four dollar filing fee and order to open up the safe deposit box, together with return of a notice of probate because one witness -- one interested party had a different address.

MR. GRAYSON: So stipulated.

MR. SASSOWER: I made application to the Veterans Administration and to the Department of Health, Education & Welfare for reimbursement of the \$250 funeral expense also in May of 1972, on May 26, as shown by Defendant's Exhibit NN in evidence, I notified Edward Kelly, Thomas Kelly, and Helen Kelly that an appointment had been made for the opening of the safe deposit box and invited their attendance if they so desire.

By letter dated May 31st, 1972, I received a claim for \$10,000 on behalf of Winfred Hucke, by her then attorneys Sale & Pallitore.

MR. GRAYSON: So stipulated.

MR. SASSOWER: We opened up the safe deposit box and the only thing we found there was the \$70,000 in certificates of bonds or certificates of deposit, however you want to describe them.

THE COURT: Who was present?

MR. SASSOWER: Myself, the representative of the State Tax Commission, and a representative of the bank. None of the three that I notified to come showed up.

On June 2nd, the following day, I sent a letter to the Department of Taxation & Finance asking for permission to cash in when they become due the certificates of deposit.

MR. GRAYSON: So stipulated.

MR. SASSOWER: On June 2nd, 1972, I sent a letter to the National Bank of North America, West Babylon office, because I had found in the possession or within the property of the deceased a key which seemed like a safe deposit key, and I did not know where it came from nor did inquiry of his relatives reveal to me where

it came from, although they thought it was the National Bank of North America.

So I sent them the identity of the key and asked if the deceased had a safe deposit box in that bank.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: I received a response in the negative.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: I had correspondence with the Surrogate's Court in Suffolk County with regard to \$868 and some change which appeared in the Kings Lafayette Bank in the name of the deceased.

MR. GRAYSON: There is a letter to that effect on the letterhead of respondent's wife.

MR. SASSOWER: On January 8, 1972, preliminary letters testamentary were issued. That's Defendant's Exhibit LL in evidence.

On June 8th, 1972, I rejected the claim

of Winfred Hocke by writing to her attorney -- attorneys.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: I gathered the bills as best as I could of the deceased. He had outstanding a number of bills for medical services from doctors, including Dr. Schick, for the sum of \$90.

MR. GRAYSON: There is a statement from the doctor to that effect.

MR. SASSOWER: I also received an acknowledgement from the undertakers of the receipt from Veterans Administration in the sum of \$250.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: Now, on June 12, 1972, Patricia Galbraith put in her objections to probate by her attorney, Seidman & Seidman.

It is because of those objections that I only received preliminary letters testamentary rather than full letters.

Sassower - Resp.

On June 14, I wrote to Hudson City

Savings Bank with respect to the monies had

On June 20, 1972, I wrote to Edward  
by Jean Kelly in that bank.

Kelly, I enclosed to him a copy of the objections

**MR. GRAYSON:** There is a letter to that  
to probate and I suggested to him that he get  
effect.

an attorney since he and his children were the

**MR. SASSOWER:** I had further corres-  
main beneficiaries and I felt I could not  
pondence on June 15 with the Department of  
represent him.

**Taxation & Finance.**

I also advised him of the claim of

**MR. GRAYSON:** There is a letter on the  
Winfred Hocke for \$10,000.

form to that effect from the respondent's wife.

I would like to offer a copy of this  
**THE COURT:** Who is also an attorney.  
letter in evidence, if your Honor please.

**MR. SASSOWER:** On June 16 I received

**THE COURT:** That will be Respondent's  
a response from the Hudson City Savings Bank as  
Exhibit AV.

to the amount of money held by the decedant in

(The aforementioned letter dated  
that bank.

June 20, 1972, was received and marked a

**MR. GRAYSON:** There is a letter to that  
Respondent's Exhibit AV in evidence.)  
effect.

**MR. GRAYSON:** I would like the record

**THE COURT:** How much money was in there?  
to note this letter written by respondent's

**MR. SASSOWER:** About \$45,000.

wife.

On June 19, 1972, Surrogate Hildret

**MR. SASSOWER:** Now, since Eugene Paul Kelly  
placed the matter on the calendar for trial and  
lived essentially alone at the time of his death  
hearing. That appears as a 47 in the file of the  
and since I only had preliminary letters testa-  
Surrogate's Court.

mentary, I could not make distribution of the



personal property. So what we did do is write to Seidman & Seidman and ask them if we could distribute the personal property since the risk of loss was rather great being in an unattended house.

I offer into evidence a copy of the letter of June 30, 1972.

MR. GRAYSON: Let the record reflect this is a letter from respondent's wife.

THE COURT: That would be AW in evidence.

(The aforementioned letter dated June 30, 1972 was received and marked as Respondent's Exhibit AW in evidence.)

MR. SASSOWER: I received the necessary papers from the Department of Taxation & Finance to take the money out of the Hudson City Savings Bank and thereafter to another bank in New York State.

By letter dated July 10, 1972, I received a letter from Haran Real Estate, signed by Harold DeAngelis, the effect was that he lived next door to the deceased and he was a real estate broker and he would like the oppor-

tunity to attempt to sell the house, which I gave him.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: I gave it only to Haran Real Estate because he lived next door so he would have an interest in guarding the property. If I gave it to many brokers, then he bore no interest in taking care of the property, so D'Angelis wasn't only the broker, but he cared for the property to a certain extent.

By letter dated July 12, 1972, they sent to me the objections of Patricia Galbraith as being defective, instead of sending it to Seidman and Seidman.

THE COURT: Sorry, what did you say about that?

MR. SASSOWER: The objections that were filed by Seidman and Seidman, they were defective. Instead of sending it back to Seidman and Seidman, they sent it to us instead.

MR. GRAYSON: "They" meaning?

MR. SASSOWER: Surrogate's Court.

MR. GRAYSON: There is a memo to that effect from the Surrogate's Court.

MR. SASSOWER: Upon receipt of that, I immediately sent it to Seidman & Seidman, told them to expedite the matter.

MR. GRAYSON: There is a letter from the respondent's wife to that effect.

MR. SASSOWER: By letter dated July 21st, 1972, I was notified that the firm of Aaronson, Gelinas, et al., "We are representing Edward Kelly and his children in the estate."

THE COURT: What date is that?

MR. SASSOWER: July 21st, 1972.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: I sent them whatever information I had. When I say "them," I mean the Aaronson firm, by letter dated July 27, 1972.

MR. GRAYSON: There is a letter to the effect that Mr. Sassower sent Aaronson a copy of the separation agreement.

THE COURT: Let me see that.

Sassower - Resp.

(The document was handed to the Court.)

THE COURT: Put this in evidence,  
Respondent's AX.

(The aforementioned letter dated  
July 27, 1972, was received and marked as  
Respondent's Exhibit AX in evidence.)

THE COURT: We will take a recess.

(Whereupon, at this time a brief recess  
was taken.)

AFTER RECESS

THE COURT: Whenever you're ready.

MR. SASSOWER: On July 27, I wrote to  
Mr. Barnovosky and asked him about life insurance  
and also asked him for a copy of the latest  
financial statement of Jean Kelly and also of  
Jean Kelly Moving & Storage, Inc.

THE COURT: Mr. Barnovosky being  
Mr. Kelly's accountant?

MR. GRAYSON: There is a letter to that  
effect.

MR. SASSOWER: Let me mark that in  
evidence, if I may.

THE COURT: "AY" in evidence.

(The aforementioned letter dated July 27, 1972 was received and marked as Respondent's Exhibit AY in evidence.)

MR. SASSOWER: A letter of August 3rd from the Aaronson firm acknowledging receipt of my letter of July 27 statement -- by letter of July 27 with the enclosures. I offer this in evidence.

THE COURT: "AZ" in evidence.

MR. GRAYSON: No objection.

(The aforementioned letter dated August 3, 1972 was received and marked as Respondent's Exhibit AZ in evidence.)

MR. SASSOWER: I heard nothing from Seidman & Seidman with respect to the imperfections in their objections, so on August 4, I wrote them a letter reminding them of the effect that I had not received same.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: I offer that in evidence.

THE COURT: I don't think you need that.

MR. SASSOWER: I just want to show a

course of really apathy, a non-cooperation by Seidman & Seidman and by the Aaronson firm.

THE COURT: But that's in the record.

MR. SASSOWER: All right.

On August 4, 1972, I wrote a letter to Thomas Kelly, which I would like to offer into evidence.

MR. GRAYSON: No objection.

THE COURT: This would be BA in evidence.

(The aforementioned letter dated August 4, 1972 was received and marked as Respondent's Exhibit BA in evidence.)

MR. SASSOWER: I finally received a response from Seidman & Seidman by letter of theirs dated August 8, 1972.

MR. GRAYSON: There is a letter to that effect to the respondent's wife.

THE COURT: This will be "BC" in evidence.

(The aforementioned letter dated August 8, 1972 was received and marked as Respondent's Exhibit BC in evidence.)

MR. SASSOWER: Now, since I didn't get consent from Seidman & Seidman to distribute

the personal property, and since Tom Kelly was pretty much addicted to alcohol, I became very concerned about him driving around in Jean Kelly's automobile and having a possible accident over and above the insurance.

I, therefore, wrote him a certified letter, which I would like to offer in evidence.

THE COURT: "BD" in evidence.

(The aforementioned letter was received and marked as Respondent's Exhibit BD in evidence.)

MR. GRAYSON: No objection.

THE COURT: This letter refers to a Tom Kelly, the brother of the deceased. I want to distinguish him from one of the legatees, the son-in-law of the deceased also named Kelly.

MR. SASSOWER: I finally had to write to the Police Department to have the car picked up, which I offer in evidence.

THE COURT: I don't think we need that in evidence.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: In the meantime, I kept calling Seidman & Seidman's office to get me authorization to transfer the automobile because I told him they were endangering the estate with Tom Kelly of the vehicle in his possession.

Finally, by letter dated August 23rd, 1972, I received consent for the transfer of the automobile from the estate to Tom Kelly.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: Offer it in evidence.

THE COURT: There is no need.

MR. SASSOWER: I started getting correspondence from Harold D'Angelis regarding the value of the house and how much it should be sold for.

MR. GRAYSON: There is a letter to that effect.

THE COURT: What is the date of the letter?

MR. SASSOWER: August 28, 1972.

I also received a letter from Seidman & Seidman because I was bothering both him -- that



firm, Mr. Lazarus in particular, and the Aaronson firm, they should please try to settle the outstanding claims.

As I explained to them, not only did I represent Eugene Paul Kelly, but I had represented for some period of time his wife, I represented Ed Kelly, I represented Tom Kelly, I represented Winfred Hocke, I represented Grace Dewar, I represented every member of the family. I felt it would be a conflict of interest if I represented anybody but the estate. Kelly didn't want to get involved in the matter as far as negotiations were concerned or how much a claim should be settled for. I was very, very desirous and thought it would be in the best interest of everybody involved if all outstanding claims by members of the family could be settled.

Aaronson's firm took a very, very apathetic view of the entire matter, it was just a small case in their office and it went from one associate to another associate to

another law assistant. In Seidman's office it was the same thing: it was a very, very small claim, they just couldn't be bothered with it.

And it was just telephone calls after telephone calls made by me trying to push them and push them and push them, with very, very little results.

MR. GRAYSON: There is a letter from Seidman & Seidman to respondent's wife concerning the disposal of the objections.

MR. SASSOWER: We wrote to both Seidman and Aaronson on September 12 telling them that it's absolutely necessary to settle the case because the house was unoccupied, it was vacant and, as I said in the letter, in case of a fire loss, we couldn't collect his insurance because under the standard fire insurance clause, if a house is vacant and unoccupied for thirty or sixty days or more, the insurance is not collectible.

I would like to offer that in evidence.

Sassower - Resp.

THE COURT: "BE."

(The aforementioned letter dated September 12, 1972, was received and marked as Respondent's Exhibit BE in evidence.)

MR. GRAYSON: Let the record reflect this is a letter --

THE COURT: He is offering it. This letter also contains reference to the fact the respondent had not received any <sup>reply</sup> apply from the insurance company concerning possible other policies of insurance on the deceased nor any success in locating the remaining safe deposit box, if indeed there was one, which indicates some problems with respect to respondent's ability to properly formulate an accounting.

MR. SASSOWER: On a 49 of the Surrogate's Court papers, you will find a consent by us for Seidman & Seidman to amend their objections.

We said to them why make a motion to amend your objections, we will stipulate to them and we did stipulate to them, but the special guardian could not stipulate and would not stipulate,

so they had to make a motion.

But as far as cooperation by us is concerned, every place that a stipulation would do instead of a court order, we stipulated.

And October 24, 1972, decision of Justice Hildret granted the motion by Patricia Galbraith to amend the objections.

Again, this application was granted on our consent. There is no necessity for a motion except that the special guardian would not consent to it.

THE COURT: He would not consent to consent?

MR. SASSOWER: To consent to amend the objections. We signed a stipulation to that effect. Here is another letter dated November 10, 1972, which I would like to offer into evidence, sent to Seidman & Seidman with a carbon copy to the Aaronson firm.

THE COURT: "BF."

(The aforementioned letter dated November 10, 1972 was received and marked as Respondent's Exhibit BF in evidence.)

Sassower - Resp.

MR. GRAYSON: No objection.

MR. SASSOWER: Here is a letter of November 19, 1972 by Edward Kelly to me that I should winterize the house to prevent the pipes from cracking.

Now, I should say I was in New Rochelle, New York, the house was in Bay Shore, about eighty miles from my house. Telephone calls.

I offer it in evidence.

MR. GRAYSON: No objection.

THE COURT: "BG."

(The aforementioned letter dated November 19, 1972 was received and marked as Respondent's Exhibit BG in evidence.)

THE COURT: What happened with regard to this letter from Kelly?

MR. SASSOWER: I had to winterize the house. I had to make arrangements to winterize the house. It was taking care of the lawn in the summertime, winterizing the house in the wintertime, getting people to do it. I got no cooperation from Ed Kelly. I told Ed Kelly, his attorneys, it's your house, most of the money is going to

you, you don't live that far away, why don't you take care of it.

They didn't want to take care of it. I asked Pat Galbraith if she would please take care of it. She didn't live too far away. Pat Galbraith said, "I am not left anything under the will, why should I take care of the house that is going to go to Ed Kelly?"

I got no cooperation from anyone. It was all on my shoulders. Got no cooperation from Aaronson, got no cooperation from Seidman, or I should say minimal cooperation.

I am not here to criticize them. It was a very, very small matter as far as they were concerned.

I had sent various letters to various beneficiaries to get social security numbers of their clients. Your Honor --

THE COURT: Have they been shown to Mr. Grayson?

MR. GRAYSON: Yes.

MR. SASSOWER: I wrote to the Director of Internal Revenue with respect to extensions of

time since I still did not know how much money was in the estate.

THE COURT: That would be "BH" in evidence.

(The aforementioned letter was received and marked as Respondent's Exhibit BH in evidence.)

MR. GRAYSON: No objection.

MR. SASSOWER: Bills, insurance bills, repair bills, all kinds of bills I received, payments had to be made, verification had to be made. Finally --

THE COURT: Do I Have the impression these matters which you have now referred, you have documents before you substantiating that?

MR. SASSOWER: Yes, I'm sorry.

THE COURT: I just want to generally characterize that.

MR. SASSOWER: Yes, your Honor.

Finally, on February 22, 1973, we received the amended objections to probate, which was dated February 13, 1973 or, in other words, it took Seidman's office almost a year to properly draw up objections to probate.

Immediately I sent it to Aaronson's firm.

MR. GRAYSON: There is a letter to that effect from respondent's wife.

MR. SASSOWER: Immediately thereafter I sent the necessary papers to Surrogate's Court. When I say "I," I mean either I or my wife did it.

MR. GRAYSON: There is a letter to that effect from respondent's wife.

MR. SASSOWER: Bills from doctors and lawyers, letters with respect to those bills.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: Conferences at Surrogate's Court. Here is one dated -- well, dated April 9, 1973.

THE COURT: At which you were present?

MR. SASSOWER: No, nobody showed up, we canceled because --

THE COURT: All right.

MR. GRAYSON: There is a letter from the court to the respondent's wife to that effect.



THE COURT: That there is a conference to be held?

MR. SASSOWER: On April 9, 1973. And during this period of time, I kept calling Aaronson's firm, I called Seidman's firm. There wasn't a week that went by I didn't call one or the other. Why don't we try to settle this thing? We are talking about a couple of thousand dollars here, rather than three attorneys go out to Riverhead for a conference, can't we settle this?

There is another court conference by letter dated April 26, 1973.

MR. GRAYSON: There is a letter to that effect to respondent's wife.

THE COURT: What happened on that occasion?

MR. SASSOWER: I called the court and said we might be able to settle it. So they adjourned it. I must say with Surrogate Hildret, he was marvelous, he was really nice. If there was a chance of settling a case, he had no objection putting a matter over.

By the way, the settlement was not up to me, it was between Seidman and Galbraith. I took the burden of calling the Surrogate's Court

each time, telling them there is a chance of settlement here. I would call up Seidman's office and Aaronson's firm and push them. On their own, nothing happened.

THE COURT: Explain why it was between them?

MR. SASSOWER: Seidman represented Patricia Galbraith and --

THE COURT: Patricia Galbraith is --

MR. SASSOWER: The deceased daughter. I represented the estate. And Aaronson's firm represented Ed Kelly. Since I knew Ed Kelly very well, I had represented him, also, and since I knew Patricia Galbraith very well and represented her also, I did not want to get involved in a conflict of interest. It was through my suggestions that Ed Kelly retain an attorney. It was through my suggestion that Patricia Galbraith retain an attorney. And since the money that Patricia Galbraith would get from withdrawing her objections would come essentially from Ed Kelly, it was a matter for Seidman's office and Aaronson's office.

I represented the estate which had no interest in any settlement to any large extent because if Aaronson decided to give Patricia Galbraith \$5,000 out of Ed Kelly's share, the estate would be the same. It was the same amount of money.

THE COURT: That's enough on that.

MR. SASSOWER: As far as Winfred Hocke's claim was concerned, her attorneys did not want to handle it because it was too small an amount and too hard a case, so I had to write to Winfred Hocke about waiving citations, trying to settle the case, sit down with Ed Kelly and settle it.

MR. GRAYSON: There is a letter to that effect.

THE COURT: The letter to whom?

MR. SASSOWER: Winfred Hocke.

MR. GRAYSON: From the respondent.

MR. SASSOWER: Finally, on May 10, 1973, I heard from Mr. Lazarus of Seidman & Seidman's office that the settlement had been consummated between him and the Aaronson firm for \$3,500.

This was after a year. I thought that was solved, except it thereafter developed there was a misunderstanding. Patricia Galbraith got under the will the sum of \$500, when Lazarus settled it for \$3,500, in his mind or in Patricia Galbraith's mind, she thought it meant \$3,500 plus or \$500 or \$3,000. Aaronson's firm or Ed Kelly thought it meant \$3,500 in total.

So there went another batch of telephone calls by me for \$500, can't you settle it, there is \$500 involved? I must have spent about \$40 in telephone calls because when I had to call Seidman, I had to call out on the island, each time it was a buck and a quarter each time. \$500 held up the settlement for about two or three months.

Then after it was agreed between them that the settlement should be \$4,000 in total rather than \$3,500.

Ed Kelly or his wife decided why should I pay the \$4,000 out of my share, why don't the

children pay it out of their share?

More telephone calls ensued, because if the \$4,000 came out of Ed Kelly's share, we didn't need the consent of the special guardian, we wouldn't need the consent of the Surrogate's Court.

But Ed Kelly's wife resisted, that the money come out of the children's share.

MR. GRAYSON: Which children?

MR. SASSOWER: Ed Kelly's children, which meant we had to go through the whole procedure.

THE COURT: How do you arrive at the knowledge that it was Mrs. Kelly who took this position?

MR. SASSOWER: Aaronson's firm. Ed Kelly told me this. Ed Kelly's second wife, she was a very, very difficult person to deal with.

THE COURT: Ed Kelly's first wife being the daughter of the deceased. And the children referred to were the grandchildren of the deceased, to which Ed Kelly's second wife was not the mother.

MR. SASSOWER: I went through with Aaronson's firm about this time and time again, he is getting the lion's share of the estate. The children are not benefiting if the will is set aside, because if the will is set aside the children would get their intestate share, they were not benefiting by the withdrawal of the objections, but she insisted or Ed Kelly's wife insisted the money come from the children's share, which meant the special guardian had to prove, we had to go through a compromise and a lot of other papers.

To make a long story short, it was --

THE COURT: You will get the Pulitzer prize if you can do that.

MR. SASSOWER: For what?

THE COURT: Make a long story short in this instance.

MR. SASSOWER: The letters to the special guardian, to Seidman's office, to Aaronson's office. And what galled me at the time was the Aaronson firm were experts in this. Lazarus was an expert in this field. I, I have

Surrogate's Court work every once in a while, not that much. I was drawing up all the papers on which they were the experts on. But you just couldn't get them to do anything.

THE COURT: I would just like the record to reflect the respondent has before him a book. I think you might more accurately describe it as a tome, filled with papers.

He has been going through them one by one. And at this point in time he is about one-eighth through the documents that I see that he has before him.

MR. SASSOWER: Judge, this is one of three books. Three books, solid like this, with papers and documents.

THE COURT: I would say that book is how many inches thick, eight inches thick?

MR. SASSOWER: No, two inches thick -- I'm sorry, about two and a half inches.

I want to say this, your Honor, most of my work is in court. Correspondence is not my forte. When I am in court, I get a recess, I make telephone calls. The number of calls I made

in this matter far outweighs the number of letters and correspondence I had in this matter. Letters from Franklin back to me, special guardian.

MR. GRAYSON: I have three letters from respondent's wife to the various law firms concerning the compromise agreement and also in front of me is a letter from the special guardian from the respondent's wife concerning that.

MR. SASSOWER: I would like to offer in evidence a letter from Seidman & Seidman with a carbon copy to Aaronson, about the misunderstanding between their offices.

THE COURT: "BI" in evidence.

MR. GRAYSON: No objection.

(The aforementioned letter was received and marked as Respondent's Exhibit BI in evidence.)

MR. SASSOWER: To get a key to the house became a major project. Here is a letter my wife wrote to Aaronson to get a key from their client to the house so the broker could show the house to prospective purchasers.

THE COURT: "BJ" in evidence.



(The aforementioned letter was received and marked as Respondent's Exhibit BJ in evidence.)

THE COURT: In connection with this letter, "BJ", asking that they have Ed Kelly, their client, turn over the key, did you make any efforts yourself to have Mr. Kelly turn over the key?

MR. SASSOWER: I would not contact Ed Kelly directly. Only through his attorney.

Finally, I got a call from them that Ed Kelly did not have the key, Tom Kelly had the key. So I had to write a letter to Tom Kelly to get the key.

MR. GRAYSON: This is a letter to that effect.

MR. SASSOWER: Of course, which I didn't get any response to, which necessitated breaking a glass, going through the window, opening the door, getting a locksmith, changing the lock. Every little thing became a project in this particular estate.

Finally, on July 2, 1973, I received a

a letter from Seidman & Seidman that they agree the settlement should be \$4,000 less taxes.

THE COURT: I think you should put that in evidence, BK in evidence.

MR. GRAYSON: No objection.

THE COURT: So marked.

(The aforementioned letter was received and marked as Respondent's Exhibit BK in evidence.)

MR. SASSOWER: They gave me the burden of drawing up a compromise agreement, which I did, and sent a copy to all the interested parties involved.

MR. GRAYSON: There is a letter to that effect from respondent's wife.

MR. SASSOWER: Then I got a call directly from Patricia Galbraith asking me in effect what is holding up the money coming to me?

I said, well, lawyers have to do their work, it takes time. And she is complaining she is losing interest on \$4,000. At that time it was five, five and a half percent interest.

Sassower - Resp.

To placate <sup>her</sup> here, I took the \$4,000 out of the estate, made a special account, George Sassower, special, in trust for Patricia Kelly Galbraith. I sent her lawyers -- mark that in evidence.

THE COURT: "BL."

(The aforementioned letter was received and marked as Respondent's Exhibit BL in evidence.)

MR. SASSOWER: As soon as Ed Kelly and his wife found out that I took \$4,000 and put it in a special account, I got a call from them why I did that, I am depriving the estate of interest.

I said, "Ed, I know it's not you. I know it's your wife. Do you know what we're talking about here, you're talking about possibly maximum twenty-five, fifty dollars worth of interest. Here you got an estate going down the drain, you're objecting because I took \$4,000 so she shouldn't be prejudiced by the delay. I didn't expect to get an objection

from you that I am taking \$4,000 out and putting it in a special account."

This is the kind of nonsense that I went through for a year and a half. No matter what you did, you got complaints. They were just at each other's throats.

Tom Kelly, letters to Tom Kelly and got no cooperation whatsoever. I paid Tom Kelly money out of my own pocket so they should mow the lawn.

I got so sick and tired, why I am spending money for this, funeral bill too high, doctor bill should not be paid. It just didn't pay except to take the money out of my own pocket and pay it myself at times without my wife's knowledge.

It was arduous to send the papers to Surrogate's Court.

MR. GRAYSON: There is a letter to that effect by respondent's wife.

MR. SASSOWER: When I had corrections to make, I would send all them copies.

Sassower - Resp.

MR. GRAYSON: There is a letter to that effect by respondent's wife.

MR. SASSOWER: I got a bill from Albert Barnovosky for \$50 for work done for income tax return of Eugene Paul Kelly for 1971.

Ed Kelly called me up one time, I said, "Can I pay this \$50 to Al Barnovosky to get some cooperation from him?"

He said, "No, you can't pay it."

MR. GRAYSON: There is a bill from Barnovosky.

THE COURT: What is the date?

MR. GRAYSON: August 22nd, 1973 for \$50.

MR. SASSOWER: And also a bill for \$150 from Al Barnovosky.

MR. GRAYSON: There is such a bill on the same date.

MR. SASSOWER: Do you want me to introduce that in evidence?

THE COURT: No, it's just a bill.

MR. SASSOWER: I wrote Barnovosky back that I couldn't pay the bill at that time, two of them, three of them. I suggested to him that he file a

notice of claim against the estate to protect his interests.

I tried to keep Barnovosky friendly, amicable, as long as I kept him friendly he would give me a certain amount of information as I needed it.

MR. GRAYSON: There are three letters to that effect from respondent and his wife to the accountant to that effect.

THE COURT: We will mark these three letters in evidence, "BM," "BN," and "BO."

(The aforementioned three letters were received and marked as Respondent's Exhibits BM, BN and BO in evidence.)

MR. SASSOWER: Tom Kelly, having gotten the car because I got the consent of Patricia Galbraith to distribute the thing, I then found out, although he took the car, he never transferred it to his name, I had to start up with the Bureau of Motor Vehicles to make sure if there was an accident, the estate would not be held liable.

MR. GRAYSON: There is a letter to that effect.

THE COURT: From the respondent to the Motor Vehicle Bureau?

MR. SASSOWER: With an acknowledgement by the Motor Vehicle Bureau that they received it.

I had to write to the Surrogate's Court again. Things that should have been done by Seidman's office or by Aaronson's office, I used to do it just to get it done with, because they just never got around to it.

MR. GRAYSON: There is a letter to that effect from respondent's wife to Surrogate's Court.

MR. SASSOWER: Not only did I send the Aaronson firm and Lazarus copies of the paper that I sent to Surrogate's Court, they wouldn't correct it. They were the experts. There were always corrections to be made. No suggestions.

As a result, papers would come back from Surrogate's Court because of one, two minor corrections that had to be made.

Here is a memo from Surrogate's Court.

MR. GRAYSON: There is a memo to respondent's wife from the Surrogate's Court.

MR. SASSOWER: Here are more bills from Barnovosky he started sending me, and proof of claim.

MR. GRAYSON: There is a letter to that effect from the accountant as well as a new bill for \$80 for storage, as well as two affidavits in support of his two bills.

MR. SASSOWER: I am skipping over the miscellaneous correspondence from the broker, from creditors, a demand for payment from the undertaker. Couldn't pay the undertaker because they objected to the amount of the bill.

MR. GRAYSON: Who is "they"?

MR. SASSOWER: Ed Kelly.

Another letter to Seidman's office.

MR. GRAYSON: Which agreement does this letter refer to?

MR. SASSOWER: The compromise agreement. There was a compromise agreement between Seidman's office and Aaronson's office, which I drew the papers, which I don't mind doing if I was an expert in the field. They are the two experts



in the field, they know how to draw these papers up, supposedly.

Here is a letter from Seidman's office which pretty well confirms what I said before, if the money didn't come from the infants, you wouldn't have to go through the court procedure, since they insisted the money come from the infants, you had to go through this court procedure.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: Then they wanted Helen Kelly to sign her release as part of \$4,000 settlement, which I thought was unconscionable, but I didn't want to get involved in it, and they wanted Helen Kelly to sign the agreement.

THE COURT: Helen Kelly being?

MR. SASSOWER: The widow.

MR. GRAYSON: There is a letter to that effect.

MR. SASSOWER: Another letter to Aaronson's firm on the matter.

MR. GRAYSON: There is a letter to that

effect from respondent's wife.

MR. SASSOWER: Your Honor, that leads us up to 1974, at which point I want to stop. I just can say there are so many other letters and so much more correspondence and telephone calls on this matter, this matter was handled expeditiously, I don't know how more expeditiously it could have been handled on my part.

THE COURT: Off the record.

(Whereupon, a discussion was held off the record.)

THE COURT: It is stipulated and agreed by and between both parties that I have before me a transcript of proceedings in Surrogate's Court on October 21, 1976, which is offered in evidence by the respondent as "BP."

(The aforementioned transcript of proceedings in Surrogate's Court was received and marked as Respondent's Exhibit BP in evidence.)

THE COURT: There is offered in evidence by agreement between counsel for both sides as Respondent's Exhibit BQ, certain excerpts from

Surrogate's Court Suffolk County transcript of March 17, 1977. The purpose of this, the respondent offers this to show his continued recognition as executor of the estate?

MR. SASSOWER: Correct, your Honor.

THE COURT: Continued recognition as executor of the estate by the court and other parties present thereat. And the pages referred to are?

MR. SASSOWER: Pages 25, portion of 25, portion of 29, portion of 33, a portion of 38, a portion of 39, 40 and 41. And these are statements by Mr. Abruza, Mr. Wruck, Mr. Frank of Seidman & Seidman's office, and myself.

THE COURT: Before the Court?

MR. SASSOWER: All before Judge Signorelli. That I was recognized as the executor for the whole year, not only that Mr. Abruza said he thought the order was null and void.

THE COURT: You said part of these pages?

MR. SASSOWER: Right.

THE COURT: How are you identifying them?

MR. SASSOWER: This was said in front of him without any objection from him, by Mr. Wruck, page 25:

"The first I had gotten knowledge of the revocation of the letters was a call from Mr. Lavanda informing me of such, you know, within the last few weeks or last month."

THE COURT: These testamentary letters which have been referred to, revocation of letters testamentary --

MR. SASSOWER: Supposedly a year before. Page 29, by Mr. Abruza, "All the times since then, speaking of March 9, 1976, in my discussions with Mr. Wruck with regard to this, I had no idea nor did he, I think, that this order was still in effect. It was just my understanding and I don't know where I got it from, that once Mr. Sassower did at the time file his account, he purged himself, apparently, of his contempt. And I also thought that the other provisions of that order were also revoked, in other words, that he was reinstated as the executor as a result of his complying and filing his account."

Page 33, Mr. Frank: "Ever since I have been in this picture, I was completely unaware of any orders. In fact, all I am going to say, all of our dealings I am saying Mr. Wruck, Mr. Abruza, and myself were with Mr. Sassower as the executor. And when I was here in December, I know that you were rather put out at that time over the fact that noticed had gone out to counsel, counsel had not shown up."

THE COURT: Who is Mr. Frank?

MR. SASSOWER: From Seidman's & Seidman's office. "I was under the impression he was the executor and he was going to proceed as per our last conference to process the sale of this property. Apparently this is something he has done up to date and he was going to file returns.

THE COURT: Mark these in evidence.

(The aforementioned documents were received and marked as Respondent's Exhibit BQ in evidence.)

THE COURT: There is offered in evidence by the respondent a letter dated January 28, 1975 to the Appellate Division, an accompanying affidavit and letter to the Appellate Division dated March 4, 1975, all by the respondent.

We will mark these collectively as BR in evidence.

(The aforementioned letters and affidavit were received and marked as Respondent's Exhibit BR in evidence.)

(Whereupon, the hearing was adjourned.)

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CERTIFIED TO BE A TRUE AND CORRECT  
TRANSCRIPT OF THE WITHIN MINUTES.



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Thomas Nichiarico  
Official Court Reporter