

County Court, Dane County.
In Probate.

In the matter of the estate
of Lavinia Goodell, deceased }
Claim of Kate Kane }

Testimony Taken January
14th 1881 on behalf of Kate Kane, claimant,
in the above entitled matter, before Hugh
Ryan, a Court Commissioner in and for
Milwaukee County, Wisconsin, at his
office in the city of Milwaukee, pursuant to
a verbal stipulation.

Appearances:

The said claimant, Kate
Kane in person and by John W. Clarke, Esq.
her attorney.

J. H. Hudson, Esquire, appeared
as executor of the last will and Testament of said
deceased, and as counsel for her estate, waiving
all notice for the taking of this testimony, but
saving and reserving all objections to the
taking of the same except upon the
ground of want of notice.

Whereupon, the following
proceedings were had, to-wit:

The said claimant,

Kate Kane: being first duly sworn,
testifies as follows:

The executor counsel for the estate, S. A. Hudson, objects to the examination of Miss Kane, and to her giving any testimony herein, on the ground that she is incompetent as a witness.

My name is Kate Kane, my business, lawyer; I reside in the City & County of Milwaukee, Wisconsin. I knew Miss Lavina Goodell in her life-time. I knew her since the summer of 1897.

Previous to her death I performed work and services for her, at her request. I presented a bill against the estate of Miss Goodell, of which the paper in my hand is a copy.

I did shopping for Miss Goodell on or about March 30th or some little time preceding it. I did, as near as I can estimate it, with half days shopping for her. I did more than that, but that is as near as I could itemize it. For the three half days I charged her six dollars. I purchased underclothing for her, and previous to purchasing the underclothing I made arrangements for her, at her request, to buy the material

to make the underclothing with, went
to one or two sempstresses about making
it. I purchased the material for a house-
wrapper, a morning wrapper, & procured
a sempstress to make it & saw it finished
Miss Goodell. The sempstress who made
the wrapper was Lizzie Hiss.

I am certain I spent more than
two half days at this work. The sempstress
knew what the garment was made for.
I paid her with Miss Goodell's money, as
her agent. Helene Hiss was witness
present when Miss Goodell requested me
to get the underclothing. Helene Mrs.
Arndt was present, there were others
not present who knew I was directed to
get the underclothing. In all the purchasing
of articles & paying sempstresses I used Miss
Goodell's money. I also at about that time
paid most of Miss Goodell's bills with
her money on her request. Miss Goodell
had a little item book in which she used
to make an entry of each expenditure.
This was during Miss Goodell's last sick-
ness, from the time she came to Milwaukee
in February 1880, until her death March 31, 1880.

I did amanuensis work for her
about the time after the date of March 15, 1880,

to the amount of \$400; as near as I can
estimate it, it was about two half days
work; the work consisted in writing
letters, most of them from her dictation.
I have charged \$400 for that.

About that time Miss Goodell had a case
in the Supreme Court entitled *The State vs.*
Engels. I rendered professional assistance
in that matter. I made a draft of a
stipulation in that case between herself
the attorney general for the purpose of
having the remittitur sent down to the
lower Court before the time required by law.
The stipulation was not finally entered into.
I charge \$500 for drafting the stipulation.
I made a draft & copies of an amendment to
the statute of this state with regard to
change of venue on ground of prejudice
of the judge. I presented a copy of the amend-
ment to Mr. Hyde, ^{State Senator} & present to the Legislature;
my charge for that work in connection
with this amendment was \$1,000.

I rendered service there in examining
the title to real estate in Oberlin, Ohio.
Miss Goodell's brother in law, Mr. Frost,
owned the real estate. I think this was in
February 1880. All this professional work
was done in February & March 1880. My charge
for examining the title is five dollars.

the both of us worked out the abstract together. I hunted up the references. She was flat on her back & had no library. I had to look up the references.

About the same time I rendered her professional services & advice in the contemplated divorce proceedings of Maria G. Frost her husband, for which I charged her \$20⁰⁰. This work was all performed at Miss. Goodell's ^{request} ~~request~~, in my opinion it was reasonably worth more than the sum I have charged. I have never received any pay for my services, at the time of her death Miss. Goodell was indebted to me in the sum of fifty dollars.

I received little sums for street car fare for her, not amounting to a dollar in all.

I did other things for Miss. Goodell I have not charged. For one thing I spent half a day getting a check cashed for her that was payable to my order, that she might have ready money.

The amount of that check was fifty dollars. I got the money on it, less 25¢ or 50¢ discount. I think the check was on some Madison bank; I got it cashed at the Manufacturers bank in Milwaukee. I gave all the money I received on that check to Miss. Goodell.

Mrs. Arndt was present when I gave Miss Goodell the money. I think Mrs. Hammond was present. Miss Goodell paid Mrs. Arndt some of that money, I don't know how much; she paid Mrs. Hammond some money; it was nearly all paid out to Mrs. Arndt & Mrs. Hammond. She gave me fifty cents, I suppose for street-car fare; she didn't say what it was for, but I took it for that as she had previously given me small sums for car fare.

Cross Examination by W. Hudson.

First I can't state the date when I first met Miss Goodell. I met her once in her office at Janesville, but did not become acquainted with her till the summer of 1877 when I came to Janesville. I was in Janesville nearly a year & a half. I was pretty intimate with Miss Goodell while I was there. We were good friends. I came from Janesville to Milwaukee, & resided in Milwaukee when she came here. She came here, I believe, & she under the care of Dr. Hansen, at the treatment. We were good friends while she was here. I don't think she had other friends or acquaintances here. There was no one that went over in some charge of her affairs as I did.

Called on her quite frequently while she was at Dr. Hanson's. The first I know of her being here was from a postal card from her asking me to call, which I did, when she talked some about her affairs asked me to do these things for her, which I did. I continued to visit her whenever she asked me. I hardly think the date on the bill of the shopping is exact. I did the shopping at various times up to a few days before her death. I also bought for her some articles of toilet, a brush & comb. I purchased some medical instruments; medicine & other little things, ~~which~~ I can't remember them all. I was always buying buttons & braid or getting them changed. This ran through all the time she was here up to her death. The shopping necessitated a great deal of running back & forth before she was suited. Before I purchased the underclothing, her first theory was that she had better buy the materials have it made; I went to see two seamstresses. When she concluded she had better ~~have~~ buy it ready made, I bought it for her.

The underclothing couldn't have cost over ten dollars. I can't remember what the material for the morning gown cost. I can't give any estimate of the cost of the other articles I bought for her.

I think the cost exceeded \$5, I could not say whether it exceeded \$10; it was a constant run for little articles.

I could not tell how many letters I wrote for her. I scarcely ever went in when she was at Dr. Hansen's. That she didn't want a letter or postal written; after she moved she didn't have so much writing done.

I drew the original stipulation; she did not dictate it; it covered about one page of legal copy, but there was a good deal of other work connected with it. That was a very short time before her death; I can't give the date; the date on the bill is March 30th; it was about that date.

At the time Miss. Cordell went to Dr. Hansen's she was preparing to get a divorce for her sister, Mrs. Frost, she wanted this property divided over her sister, & it was with that view the abstract was sent to her & I assisted her in examining it. She had not commenced any suit for divorce, but she was preparing for it. q. Upon what ground was she going to get a divorce?

a. I think it was immaterial or irrelevant that the witness is privileged under the statute, as an attorney.

a. I refuse to answer that without the consent of Mrs. Frost.

Mrs. Frost was living in Oberlin, Ohio,
Mr. Frost was in Michigan. I know because
Miss Goodell told me so, & I wrote letters to her
to Oberlin. I have not once ascertained that
Mrs. Frost was living with her husband.

The abstract was sent to Miss Goodell
for examination, & what then was to do about it
was to examine the abstract.

For the consultation & advice & assistance
in the advice I have charged \$20.00. Miss Goodell
asked my advice; she was flat on her back &
Kitt were authorities she examined. This
was while Miss Goodell was at Dr. Hausman's.

Q Did Miss Goodell expect any pay from
her sister?

Objected & assumed material
a I do not know. She was sound when her
sister wrote her that she was going home
with her husband again. But she
said she was a good mind to send
in her bill.

Q When you did these things for Miss Goodell
did not you do them as a friend, without
any expectation of compensation?

Objected & assumed material

X a No, not exactly as a friend; a great deal
that I did was as a friend; it was under
stand that she would give

me some compensation for what I did, but there were no terms agreed upon as to anything.

Q How was it understood?

A Well I don't know exactly; she gave me to understand so; it was understood between us that it would be made all right; that was the understanding.

Q Was it understood from anything that was said?

A I think it was, though I can't remember anything she said.

Q Now you don't mean to say that she said at any time that she would pay you?

A I don't know. I can't remember. I only know it was understood between us that it would be made all right, making it all right between us usually meant money.

Redirect

There was nothing peculiar about the stipulation except that I did all the correspondence about it.

In regard to the divorce matter Miss Goodell didn't know at first whether she would commence it in Ohio or Michigan; there was a great deal of work involved in

Letting that point

I acknowledge receipt of deposit
by me by her subscribed &
amounts before this 4th
day of January 1881.

Ralph Rym
Court Commr.
Mil. Colo is.

Kate Kane.