

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

WINIFRED HART,

Plaintiff,

vs.

WILLIAM S. HART,

Defendant.

No.

Action brought in the Superior Court of the
County of Los Angeles, and Complaint
Filed in the Office of the Clerk of
the Superior Court of Said County.

Ingle Carpenter and
Chas. W. Fournl.
Attorneys for Plaintiff.

THE PEOPLE OF THE STATE OF CALIFORNIA SEND GREETINGS TO:

WILLIAM S. HART,

, Defendant

You are directed to appear in an action brought against you by the above named plaintiff in the Superior Court of the County of Los Angeles, State of California, and to answer the complaint therein within ten days after the service on you of this Summons, if served within the County of Los Angeles, or within thirty days if served elsewhere, and you are notified that unless you appear and answer as above required, the plaintiff..... will take judgment for any money or damages demanded in the Complaint, as arising upon contract, or will apply to the Court for any other relief demanded in the Complaint.

Given under my hand and seal of the Superior Court of the County of Los Angeles, State of California, this 9th day of February, 1924.

(SEAL SUPERIOR COURT
LOS ANGELES COUNTY)

L. E. LAMPTON, County Clerk.

By

Deputy.

(Over)

No. **137230** Dept.

Superior Court

IN THE
STATE OF CALIFORNIA,
In and for the County of Los Angeles.

WINIFRED HART,

Plaintiff

vs.
WILLIAM S. HART,

Defendant

COMPLAINT
FOR DECLARATORY JUDGMENT.

FILED
Received copy of the within
this 11 day of NOV 1955

Attorney for
CHAS. W. FURBER
INGLE CARPENTER
ATTORNEY AT LAW
SUITE 820 DETWILER BUILDING
412 WEST 8TH ST.
LOS ANGELES, CAL.
PHONE **WMA 1-2341** (Area 1234)

Attorney for **Plaintiff**

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WINIFRED HART,

Plaintiff,

-vs-

WILLIAM B. HART,

Defendant.

) No.
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COMPLAINT FOR DECLARATORY
RELIEF.

Plaintiff complains of the defendant and alleges as follows:

I.

That at all times hereinafter mentioned the plaintiff and defendant were, and now are husband and wife, and residents of the City of Los Angeles, County of Los Angeles, State of California.

II.

That on the 12th day of May, 1922, the plaintiff and the defendant were anticipating the birth of a child as issue of their marriage, which said child, a son, was born on the 6th day of September, 1922.

III.

That on the aforesaid 12th day of May, 1922, the plaintiff's mother, Mrs. Sophie Westover, was dependent upon the plaintiff for her support and had been supported by the plaintiff prior to the plaintiff's marriage to the defendant herein.

IV.

That upon the date aforesaid the plaintiff and the defendant entered into an agreement, which said agreement had been and was prepared by the attorney of the defendant and which was as follows:-

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"PROPERTY SETTLEMENT AGREEMENT"

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"THIS AGREEMENT, made and entered into this 12th day of May, 1922, by and between WILLIAM S. HART, party of the first part, and WINIFRED HART, his wife, party of the second part, WITNESSETH:

THAT WHEREAS, the parties of the first and second part are now living separate and apart and desire to settle their respective property rights and interest and to make a final disposition thereof so that neither of the parties hereto shall hereafter have any claim against the other for any property, money or thing of value of any kind or character whatsoever which is now owned or which may hereafter be acquired by either of the parties to this agreement, other than as hereinafter set forth,

AND WHEREAS, it is conceded, stipulated and agreed that there is no community property belonging to the parties hereto,

AND WHEREAS, the party of the second part is now pregnant and it is desired to make suitable provision for the custody, maintenance and education of the child of the parties hereto in the event said child is born and lives,

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual conditions, covenants and obligations of the parties hereinafter set forth, it is agreed as follows:

FIRST - That the party of the second part, in consideration of the deposit of the trust funds and the making of the Declaration of Trust hereinafter referred to, by the party of the first part, and of the other covenants, obligations and conditions contained herein, will, and does hereby release and discharge the party of the first part from any and all claims to any portion of his property, other than as herein provided, or to any existing or alleged community property, earnings, or accumulations, now or hereafter held or acquired by the party of the first part, and all

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1 rights of inheritance or succession, to which party of the second
2 part may, or might, be entitled independent of this agreement by
3 virtue of the laws of the State of California, or of any other State
4 or Country relative to separate or community property, dower, rights
5 of inheritance or succession, or in any other manner or form what-
6 soever, and full satisfaction of any and all claims by party of the
7 second part against the party of the first part and his estate
8 arising out of or by reason of the marriage relation, including any
9 present or future separate or community property, dower rights,
10 rights of inheritance or succession, court costs, maintenance,
11 support, alimony, counsel fees, or property, or money claims of any
12 kind or character whatsoever, is hereby acknowledged by party of
13 the second part, and party of the second part will, upon the execu-
14 tion and delivery of this agreement, execute, acknowledge and de-
15 liver to party of the first part a full and complete release, dis-
16 charge, and satisfaction of any and all such claims; and party of
17 the first part will, and does hereby release and discharge the party
18 of the second part from any and all claims to any portion of her
19 property, or to any existing or alleged community property, earn-
20 ings or accumulations now or hereafter held or acquired by party
21 of the second part, and all rights of inheritance or succession, to
22 which the party of the first part may, or might be entitled inde-
23 pendent of this agreement by virtue of the laws of the State of
24 California, or of any other State or Country, relative to separate
25 or community property earned or accumulated by party of the second
26 part, or to any courtesy, rights of inheritance or succession, or
27 in any other manner or form whatsoever, so far as the property or
28 interests of party of the second part are concerned, and party of
29 the first part will, upon the execution and delivery of this agree-
30 ment, execute, acknowledge and deliver to party of the second part
31 a full and complete release, discharge and satisfaction of any and
32

1 all such claims.

2 ✓ SECOND - That the party of the first part will simul-
3 taneously, with the execution and delivery of this agreement, place
4 the sum of One Hundred and Three Thousand (\$103,000.00) Dollars in
5 cash, or in cash and securities, the total market value of which
6 shall amount to the sum of One Hundred and Three Thousand (\$103,000.)
7 Dollars, with the Security Trust & Savings Bank at Los Angeles,
8 California, to be held by said bank as Trustee, upon the following
9 terms and conditions, to-wit:

10 (a) To pay to the party of the second part the total
11 net income derived from said money and securities
12 in monthly installments as the same accrues during
the life of the party of the second part, or until
the trust is terminated as hereinafter provided.

13 (b) In the event of the death of the party of the first
14 part, or of the final termination of the marriage
15 relation existing between the parties hereto by the
16 final judgment or decree of a court of competent
17 jurisdiction, the said trust is to terminate and the
18 said trustee is to pay over to party of the second
19 part the entire principal sum, together with accrued
20 income thereon, so held in trust, provided and upon
21 condition that party of the second part shall have
22 lived up to and fully performed all of the terms
23 and conditions on her part to be performed as set
24 forth in this agreement, and upon the further con-
25 dition that, at the time and in the event of such
26 termination of said trust, the party of the second
27 part execute, acknowledge and deliver to said trustee
and to party of the first part, his heirs, executors,
administrators, or assigns, as the case may be, a
full release, satisfaction and discharge of any and
all claims to any portion of the property of party
of the first part, or to any existing or alleged
community property earnings or accumulations now, or
then, held, or that may be thereafter acquired by
party of the first part, to which party of the second
part may or might be entitled independent of this
agreement, by virtue of the laws of the State of
California, or of any other State or Country, relative
to community property, dower, or in any other manner
whatsoever.

28 (c) In the event of the death of party of the second
29 part prior to the termination of said trust, the
30 party of the second part is authorized and empowered
31 by will, to make such disposition of said trust fund
32 as she may see fit, provided and upon condition that
she has at all times, during her life, lived up to
and fully kept and performed all of the terms and con-
ditions of this agreement on her part to be performed,
and in such event the Trustee is directed to deliver
said trust fund and the accrued income thereon to the

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1 Executor or Administrator with the Will annexed of any
2 such Will, to be distributed in accordance with the
3 provisions thereof.

4 (d) In the event party of the second part shall not, at
5 all times during the life of said trust, live up to
6 and fully keep and perform all of the terms and con-
7 ditions on her part to be performed, as set forth in
8 this agreement, or in the event she shall make any
9 claims against party of the first part for support and
10 maintenance, or for the support and maintenance of
11 the child of the parties hereto, in the event of the
12 birth of such child, or for any community property,
13 dower rights, court costs, alimony, counsel fees, or
14 property, or money claims of any kind or character
15 whatsoever arising out of, or by reason of the marriage
16 relation, or of the laws of any State or Country, or
17 for any cause or reason whatsoever, other than as are
18 provided for by the terms of this agreement,
19 then, and in that event, said trust shall
20 immediately terminate and the entire amount of
21 principal and accrued income in the hands of the
22 Trustee, shall forthwith be returned and paid
23 to the party of the first part, or to his heirs,
24 executors, administrators or assigns.

25 THIRD - That the party of the first part will simultan-
26 eously, with the execution and delivery of this agreement, place the
27 sum of One Hundred Thousand (\$100,000.00) Dollars in cash, or in cash
28 and securities, the total market value of which shall amount to the
29 sum of One Hundred Thousand (\$100,000.00) Dollars, with the Security
30 Trust & Savings Bank at Los Angeles, California, to be held by said
31 bank as Trustee, upon the following terms and conditions, to-wit:

32 (a) That the said Trustee shall hold said sum until
the first day of November, 1922, and in the event
of the birth of a child to the party of the second
part on or before said date, the said Trustee to
continue to hold the principal thereof in trust and
to pay the subsequent net interest and income there-
of to party of the second part for the maintenance,
support and education of such child during its
minority, provided such child, at all times, remains
in the custody of, and is cared for by party of the
second part, but in the event party of the second
part should, for any reason, cease to have the
custody and control of said child during its minority,
or in the event of the appointment, by a Court of
competent jurisdiction, of a Guardian of the person of
such child, then, and in that event, the interest
and income to be paid to such guardian or custodian
of such child, to be used for the support, maintenance
and education as aforesaid, the income until the
birth of said child to be paid to party of the first
part.

(b) In the event such child is not born living, or in
the event of the death of such child during its

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1 minority, said trust is thereupon to terminate and
2 all principal and accrued income thereon in the hands
3 of the Trustee is to be forthwith returned and paid
4 to party of the first part, his heirs, executors,
5 administrators or assigns.

6 (c) In the event such child is born and lives until it
7 reaches the age of majority, the net income derived
8 from said trust is thereafter to be paid in monthly
9 installments to said child until it reaches the age
10 of twenty-five (25) years, at which time the entire
11 amount of principal and accrued income in the hands
12 of the Trustee is to be paid over and delivered to
13 such child.

14 (d) In the event such child dies between the age of
15 majority and the age of twenty-five (25) years, the
16 entire amount of principal and accrued income, in
17 the hands of the Trustee at such time, is to go to
18 the heirs, devisees, legatees, executors or admin-
19 istrators of said child.

20 FOURTH - It is agreed that in the event such child is born
21 and lives, the party of the second part is to have its care, control
22 and custody during its minority so long as she lives a proper and
23 moral life, and the best interests of the child warrant such custody.

24 FIFTH - It is further agreed that party of the first part
25 will, for a period of eighteen (18) months immediately following the
26 date of this agreement, or until the termination of the trust men-
27 tioned in Paragraph Second hereof in the event the same is termina-
28 ted in any of the manners therein provided in less than eighteen
29 (18) months, pay to party of the second part such amount monthly as
30 will, when added to the monthly income derived from said trust,
31 amount to the sum of Twelve Hundred (\$1200.00) Dollars per month;
32 and will also pay to party of the second part, upon the execution
and delivery of this agreement, the sum of Two Thousand (\$2,000.00)
Dollars in cash, and will pay a reasonable bill for the necessary
and proper services of a physician and his assistants in caring for
and treating party of the second part during her present pregnancy
and any confinement resulting therefrom, such bill not to exceed the
sum of Fifteen Hundred (\$1500.00) Dollars, any excess, if such there
be, to be paid by party of the second part.

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1 SIXTH - The party of the second part agrees that she will
2 not, during the life of the trust mentioned in Paragraph Second of
3 this Agreement, engage in or perform any work or services of any
4 kind or character for hire, and that she will not, upon any con-
5 ditions, do or engage in any work as a motion picture actress or
6 artist, or permit herself to be photographed for motion picture
7 or advertising purposes.

8 SEVENTH - The party of the second part further agrees that,
9 in the event she should engage in any work or employment, either
10 as a motion picture actress or artist, or in any other capacity
11 whatsoever, after the termination of the trust mentioned in Para-
12 graph Second of this contract, she will not hold herself out to be,
13 or, so far as she can prevent, permit herself to be known as or
14 advertised as the wife or former wife of party of the first part,
15 and will not use, or, so far as she can prevent, permit his name
16 or the name WILLIAM S. HART, WM. S. HART, or BILL HART, to be used
17 in connection with her own for professional or advertising purposes,
18 or in any manner or form whatsoever, and will so provide in any
19 contract she may make for her services, and that she will use all
20 reasonable efforts to prevent any and all persons, firms and cor-
21 porations from so doing, and she does hereby expressly authorize
22 the party of the first part in his own name, or in her name, or in
23 their joint names, but for his own use and benefit and at his own
24 cost and expense, to take such action, legal or equitable, as he
25 may deem advisable, including the right to apply for an injunction
26 against any and all persons, firms or corporations who commit, or
27 threaten to commit, any of the acts prohibited by this paragraph.

28 EIGHTH - It is further agreed that in the event party of
29 the second part is guilty of any immorality during the life of
30 party of the first part, or during the life of the trust referred
31 to in Paragraph Second of this agreement, or in the event she fails
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1 to conduct herself in accordance with recognized standards of
2 morality, or bring party of the first part into disgrace or dis-
3 repute by reason of any immoral or improper conduct on her part,
4 the trust mentioned in Paragraph Second of this agreement shall
5 terminate and all property and income held by the Trustee under the
6 terms of said trust, shall revert to and be paid and delivered to
7 party of the first part, the termination of said trust for such
8 cause to be effected only upon the finding of a court of competent
9 jurisdiction that party of the second part has been guilty of
10 such improper or immoral conduct.

11 NINTH - The party of the second part further agrees
12 that she will also execute and deliver to MARY E. HART, the sister
13 of the party of the first part, simultaneously with the signing of
14 this agreement, a full and complete release, satisfaction and dis-
15 charge of any and all claims and demands of any kind or character
16 whatsoever, which she may, or might have against the said MARY E.
17 HART.

18 TENTH - Copies of the Declarations of Trust referred to
19 in Paragraphs Second and Third of this agreement are hereto an-
20 nexed marked respectively, Exhibit "A" and Exhibit "B", and are
21 made a part hereof. It is understood and agreed that said Declara-
22 tions of Trust and this Property Settlement Agreement are to be
23 construed together, and full effect given to both, and that all
24 provisions or conditions contained in either are to be as effective
25 and binding upon the parties hereto as if fully set forth in both.

26 ELEVENTH - It is further mutually agreed between the par-
27 ties hereto, that they will each execute and deliver, upon demand
28 of the other, any and all other instruments, documents and papers
29 of any kind or character that may be necessary or proper for the
30 purpose of carrying out the terms and conditions of this agreement.

31 IN WITNESS WHEREOF, the parties hereto have hereunto
32

1 set their hands and seals the day and year in this agreement first
2 above written."

3 William S. Hart. (SEAL)
4 Party of the First Part.

5 Winifred Hart. (SEAL)
6 Party of the Second Part.

7 WITNESSES:

8 L. S. Jones

9 Vincent B. Vaughan. "

10
11 V.

12 That at the time of making the above agreement the
13 defendant had deserted this plaintiff and had put her from their
14 home and residence and refused her admittance thereto or use there-
15 of, and had refused to live with the plaintiff as her husband and
16 had refused to provide for the plaintiff or for their anticipated
17 child, unless she would agree in addition to a property settlement
18 that she would secure a divorce from the defendant on the ground
19 of his desertion and treatment of her as aforesaid.

20 VI.

21 That the plaintiff refused the said proposal and demand
22 on the part of the defendant that she should get a divorce as part
23 of any agreement for property settlement between the plaintiff and
24 the defendant, and notwithstanding that the said defendant had
25 theretofore offered to pay the said plaintiff the sum of \$100,000.00
26 in cash if she would agree to procure a divorce either in the State
27 of California or to go to Reno, Nevada, and had also offered to give
28 the said child \$100,000.00 in trust.

29 VII.

30 That the said proposal and demand upon the part of the
31 said defendant was verbal and was refused by the said plaintiff,
32 and thereupon the said defendant and his said attorneys conceived

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the plan, as a part of a scheme or device by which to compel the plaintiff to secure a divorce, by which the sum of \$100,000.00 was placed in a trust fund in the ^{Security} Citizens Trust & Savings Bank of Los Angeles, California, under the terms of which said plaintiff was not to receive said sum of \$100,000.00 until she secured a divorce or ceased to be the wife of the defendant. That in order to compel the said plaintiff to procure a divorce so that she would secure the said sum of \$100,000.00 so placed in trust, as aforesaid, the said defendant and his said attorneys by reason of the financial condition of the said plaintiff, as aforesaid, and her delicate condition and full knowing that she was without means of support and unable to work and in love with her said husband, compelled the said plaintiff to agree to the insertion of paragraph "Sixth" into said property settlement agreement hereinabove referred to.

That said paragraph "Sixth" of said property settlement agreement was placed therein for the purpose and with the intent upon the part of the said defendant and his said attorneys to compel the said plaintiff to secure said divorce in order that she might secure the sum of \$100,000.00 placed in a trust, as aforesaid, and further represented and stated to the said plaintiff that unless she would agree to the signing of the said property settlement with the insertion of paragraph "Sixth" that her child would be taken from her as soon as it was born.

VIII.

That said paragraph "Sixth" of said property settlement hereinabove set forth is void and inoperative and against public policy of the State of California in that it prevents the plaintiff from performing any means of livelihood whatsoever or from earning any money to pay her living expenses and the support of her mother and her said child; that the income derived from the trust fund of \$100,000.00 provided by the said defendant is insufficient for the support of the said plaintiff and her dependents, and was known to

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1 be insufficient by the said defendant at the time of making same,
2 and was made insufficient after eighteen months from the date
3 thereof by the said defendant, for the purpose and with the intent
4 upon the part of the said defendant to force the said plaintiff to
5 secure a divorce within that period of time. That prior to the
6 marriage of the plaintiff and defendant the plaintiff was a motion
7 picture actress and at the time of said marriage was receiving a
8 salary of \$500.00 per week from her profession, and that plaintiff
9 has no moneys or property of any kind for her support other than
10 the moneys to be paid her under the property settlement and her
11 own personal services.

12 IX.

13 That paragraph "Seventh" of said agreement, hereinabove
14 set forth, provides that after the trust for the benefit of the
15 plaintiff, therein referred to, has been terminated by the plain-
16 tiff securing a divorce from the defendant, or otherwise, that the
17 plaintiff shall not hold herself out to be, or permit herself to
18 be known or advertised as the wife, or the former wife of the
19 defendant, and that she will not use or permit to be used the name
20 of "William S. Hart" or "Bill Hart" in connection with her own
21 professional services, as therein referred to. That it was the
22 intent and purpose of said paragraph "Seventh" to cover the work
23 or employment of the said plaintiff and the use of the name of
24 "William S. Hart" or the "wife of William S. Hart" after the ter-
25 mination of the trust through the procurement of a divorce, or
26 otherwise, and that by reason of the illegality of paragraph "Sixth"
27 providing for the professional conduct of the plaintiff prior to
28 the termination of said divorce the valuable rights of the said
29 plaintiff might be effected by any contention upon the part of the
30 said defendant that said paragraph "Seventh" covered the work or
31 employment of the said plaintiff and the use of the name "William
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S. Hart" or the "wife of William S. Hart" prior to the termination of the trust by the procurement of the divorce, as aforesaid, or otherwise.

A.

That it is necessary that plaintiff work as a motion picture actress not only to support herself and her said mother and said minor child, but to keep herself before the public so that her reputation and value as a motion picture actress in motion pictures shall not depreciate. That plaintiff has several offers to work as a motion picture actress and is desirous of accepting same and said paragraphs "Sixth" and "Seventh" of the said property settlement agreement if left outstanding may cause serious injury and inconvenience to the plaintiff in that she will be refused employment because of said outstanding contract when the knowledge of same shall be made known to her employer.

WHEREFORE, plaintiff prays for a decree of this Court:

1. That it be adjudged that said paragraph "Sixth" of said property settlement agreement made on the 12th day of May, 1922, by and between William S. Hart, the party of the first part, and Winifred Hart, the party of the second part, be declared to be void and inoperative and without force and effect and against public policy.

2. That said paragraph "Seventh" of said agreement be declared and decreed to be applicable only to the work or employment of the said plaintiff after the termination of said trust by the procuring of a divorce, or otherwise; and

3. For such other and further relief as to the Court may seem meet in the premises.

Ingle Carpenter
W. W. ...
Attorneys for Plaintiff

STATE OF CALIFORNIA,
County of Los Angeles, } ss.

Winifred Hart

being by me first duly sworn, deposes and says: that she is the Plaintiff

in the above entitled action; that she has heard read the foregoing Complaint

and knows the contents thereof; and that the same is true of her own knowledge, except as to the matters which are therein stated upon her information or belief, and as to those matters that she believes it to be true.

Subscribed and sworn to before me this

8th day of February, 1924

L. A. Wagner
Notary Public in and for the County of Los Angeles, State of California

Winifred Hart

COUNTY OF LOS ANGELES, }
State of California, } ss.

W. P. Hays being sworn, says: I am and was at the time of the service of the summons herein, a citizen of the United States, over the age of eighteen years, and not a party to the within entitled action; I personally served the within Summons on the hereinafter named defendants, by delivering to and leaving with each of said defendants personally, in the County of Los Angeles, State of California, at the times set opposite their respective names, a copy of said Summons attached to a copy of the Complaint referred to in said Summons.

Names of Defendants Served

Date of Service

William S. Hart,

February 18, 1924.

My Fees for Services are, \$.50 for 12 miles actually traveled at 15 cents per mile.
1.80 /notary 50¢
Total \$ 2.80

W. P. Hays

Subscribed and sworn to before me, this 19 day of February, 1924.

L. E. LAMPTON, County Clerk.

L. E. Lampton
Notary Public in and for the County of Los Angeles, State of California

By

Deputy.

No. 137230

SUPERIOR COURT
COUNTY OF LOS ANGELES

WILLIAM S. HART,

vs.

WILLIAM S. HART.

SUMMONS

FILED
MAR 25 1925
L. E. LAMPTON, County Clerk
L. E. Lampton
Deputy

Ingle Carpenter and
Chas. W. Pours,
Attorneys for Plaintiff

ORIGINAL

No. 137230

Dept. 16

IN THE

Superior Court

OF THE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

WINIFRED HART,

Plaintiff

vs.

WILLIAM S. HART,

Defendant

DEFENDANT'S DEMURRER TO COM-
PLAINT

FILED
FEB 23 1924
BY CLERK OF COURT

Received copy of the petition demurrer

this 24 day of February 19 24

[Signature]
Attorney for Plaintiff

SCARBOROUGH & BOWEN

SUITE 1215 WASHINGTON BLDG.
PHONE FIC 8381

LOS ANGELES, CALIFORNIA

Attorney for Defendant

1 IN THE SUPERIOR COURT OF LOS ANGELES COUNTY, STATE OF
2 CALIFORNIA.
3
4

5 WINIFRED HART,

6 Plaintiff,

7 vs.

8 WILLIAM S. HART,

9 Defendant.

No. 137230

DEFENDANT'S DEMURRER TO
COMPLAINT.

10
11 Defendant demurs to plaintiff's complaint on the following
12 grounds:

13 I

14 That said complaint does not state facts sufficient to
15 constitute a cause of action against this defendant.

16 II

17 That said complaint is uncertain in this:

18 1. That it cannot be determined therefrom whether the
19 trust was ever created as provided in the agreement set out in
20 the complaint, or whether the declarations of trust referred
21 to therein as Exhibits "A" and "B" were ever executed; and if
22 they were, what were the terms and conditions thereof.

23 2. It cannot be determined therefrom whether the plain-
24 tiff is seeking to have her rights under the contract declared
25 by judgment herein, or whether she is seeking to set aside the
26 whole of said agreement or some part thereof on the ground of
27 illegality, coercion or fraud.

28 3. It cannot be determined therefrom in what manner the
29 contract set out in the complaint was designed or had the effect
30 to compel or require the plaintiff to obtain a divorce, or in
31 what respects it is invalid for that reason; nor in what manner
32 or by what means the defendant compelled the plaintiff to pro-
cure a divorce, or compelled the plaintiff to agree to the in-

1 sersion of paragraph Sixth thereof.

2 4. It cannot be ascertained therefrom the amount of the
3 income derived from the trust fund, or in what manner such in-
4 come was insufficient for the support of the plaintiff.

5 5. It cannot be ascertained therefrom why it is neces-
6 sary for the plisintiff to work as a motion picture actress, or
7 what offers she has to work as such motion picture actress, or in
8 what manner she would be injured or inconvenienced by not accept-
9 ing any such offers.

10 III

11 That said complaint is ambiguous in this:

12 That in the contract set out in the complaint it is
13 provided that the trust funds should be deposited with the Secur-
14 ity Trust & Savings Bank of Los Angeles; whereas, in paragraph VII
15 of the complaint it is alleged that the same were placed in a
16 trust fund in the Citizens Trust & Savings Bank of Los Angeles.

17 IV

18 That several separate and distinct alleged causes of
19 action are attempted to be alleged in the complaint, and such
20 causes of action are not separately stated, to wit:

21 1. A cause of action to have the contract or a part
22 thereof declared invalid, because in restraint of trade.

23 2. A cause of action to declare the contract invalid
24 because it is made for the purpose of requiring the plaintiff to
25 obtain a divorce.

26 3. A cause of action to rescind and set aside the con-
27 tract on the ground that the plaintiff was compelled to sign it
28 through coercion and fraud.

29 That each of these causes of action is based upon separ-
30 ate rights and separate infringements thereof, and the rights and
31 liabilities of the parties are founded upon entirely different
32 principles of law and a different statement of facts.

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WHEREFORE, defendant prays that this demurrer may be sustained, and that he may go hence with his costs.

Scarbrough & Bowen
Attorneys for Defendant.

ORIGINAL

No. 137230

Dept. 26

IN THE

Superior Court

OF THE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

WINIFRED HART,

Plaintiff

vs.

WILLIAM S. HART

Defendant

DEFENDANT'S MOTION TO STRIKE OUT
PARTS OF THE COMPLAINT.

FILED
FEB 23 1924

Received copy of the within Motion
this 24th day of February 1924
[Signature]

Attorney for Plaintiff

SCARBOROUGH & BOWEN

SUITE 1225 WASHINGTON BLDG

PHONE: PG 3361

LOS ANGELES, CALIFORNIA

Attorney for Defendant

1 IN THE SUPERIOR COURT OF LOS ANGELES COUNTY, STATE OF
2 CALIFORNIA.
3
4

5 WINIFRED HART,

6 Plaintiff,

7 vs.

8 WILLIAM S. HART,

9 Defendant.

No. 137230

DEFENDANT'S MOTION TO STRIKE
OUT PARTS OF THE COMPLAINT.

10
11 To the plaintiff and her attorneys, Charles W. Fournl, Esq., and
12 Ingle Carpenter, Esq.:

13 Please take notice that on Thursday, the 6th day of
14 March, 1924, at ten o'clock A.M. of that day or as soon there-
15 after as counsel can be heard, in the said Superior Court in
16 Department 25 thereof, in the County Courthouse of Los Angeles
17 County, in the City of Los Angeles, California, the defendant
18 will move the court to strike out the following parts and por-
19 tions of the complaint, to wit:

20 1. All of paragraph V thereof and each allegation
21 therein contained.

22 2. All of paragraph VI thereof, and each allegation
23 therein contained.

24 3. All of paragraph VII thereof, and each clause and
25 allegation therein contained.

26 4. All of paragraph VIII thereof, and each clause and
27 allegation therein contained.

28 5. All of paragraph IX thereof, and each clause and
29 allegation therein contained.

30 6. All of paragraph X thereof, and each clause and
31 allegation therein contained.

32 Said motion will be made upon the ground that each part

1 and portion of the complaint above designated, and each clause
2 and allegation therein contained, is irrelevant and redundant
3 matter, and would not raise a material issue in the case.

4 Said motion will be made on this notice and the com-
5 plaint filed herein.

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Scarborough & Bowen
Attorneys for Defendant.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

March 20th 1924 Present Hon. C. W. Guerin Judge

Winifred Hart

Plaintiff,

vs

William S. Hart

Defendant.

No. 137230

Motion to strike from complaint and demurrer to complaint come on for hearing, Fourn & Carpenter appearing as attorneys for plaintiff and Scarborough & Bowen for defendant; said motion to strike is denied. Demurrer to complaint is overruled; defendant is given 20 days to answer. Notice waived.

I Hereby Certify the foregoing to be a full, true and correct copy of an order entered on the minutes of said Superior Court, Department No. 26, in the above entitled cause.

ATTEST my hand, and the seal of the said Superior Court, this 21st day of March 1924

L. E. LAMPTON, County Clerk.

(Seal)

By W. H. Masted Deputy.

FILED
1984 APR 27 10 27 AM '84
CLERK OF SUPERIOR COURT
LOS ANGELES COUNTY

IN THE
SUPERIOR COURT
OF THE
STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

WINIFRED HART
Plaintiff
vs.
WILLIAM S. HART
Defendant

ORDER GRANTING FURTHER TIME
TO ANSWER.

Received copy of the within
this 8 day of April 1984
Alfonso T. Fowl
Attorney for Plaintiff

ORIGINAL No. 137,230 Deputy	IN THE Superior Court OF THE STATE OF CALIFORNIA In and for the County of Los Angeles	Plaintiff WINIFRED HART vs. WILLIAM S. HART Defendant	ORDER GRANTING FURTHER TIME TO ANSWER.	FILED APR 27 10 27 AM '84 CLERK OF SUPERIOR COURT LOS ANGELES COUNTY	Received copy of the within this 8 day of April 1984 Alfonso T. Fowl Attorney for Plaintiff	SCARBOROUGH & BOWEN 1225 WASHINGTON BLDG. PHONE MAIN 874 LOS ANGELES, CAL.	Defendant Attorneys for
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1 IN THE SUPERIOR COURT OF LOS ANGELES COUNTY, STATE OF
2 CALIFORNIA.
3

4 WINIFRED HART,
5
6 Plaintiff,
7
8 vs.
9 WILLIAM S. HART,
10
11 Defendant.

No. 137,230

ORDER GRANTING FURTHER TIME
TO ANSWER.

12 Good cause appearing therefor, IT IS ORDERED that
13 the defendant be, and he is, hereby granted fifteen
14 days from and after April 9, 1924, within which to serve
15 and file his answer to the complaint therein.

16 Dated this 8th day of April, 1924.

John York

17
18
19
20 STATE OF CALIFORNIA,
County of Los Angeles.) ss.

JUDGE OF SAID COURT

21 JAMES G. SCARBOROUGH, being first duly sworn, says: that he
22 is one of the attorneys for the defendant in the above action;
23 that defendant's time for answering the complaint therein under
24 the order overruling the demurrer expires April 9, 1924; that
25 shortly after being served in this action the defendant was call-
26 ed to, and left the State for the City of New York, on imper-
27 ative business concerning his motion pictures, expecting to re-
28 turn prior to April 9, 1924; that he has been unavoidably de-
29 tained at New York, is still there, and will not be able to re-
30 turn to California before said time; that defendant's personal
31 presence is necessary in making and verifying the answer; that
32 it is most likely the defendant will not reach Los Angeles
33 within ten days after said time, but affiant is informed and be-
lieves that he will return within fifteen days after said date.

34 Subscribed and sworn to be-
35 fore me this 8th day of April,
36 1924.

Paul G. Scarborough
37 Notary Public in and for the
38 County of Los Angeles, State of
39 California.

ORIGINAL

No. 137230 Dept.

IN THE

Superior Court
OF THE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

WINIFRED HART

Plaintiff

vs.

WILLIAM S. HART,

Defendant

ANSWER TO COMPLAINT

FILED
1924 APR 24 PM 4
L. E. LAMPTON COUNTY CLERK
DEPUTY

Received by the Clerk of the Court
this 24th day of April 1924

John + Carpenter
Attorney for Plaintiff

SCARBOROUGH & BOWEN
SUITE 1245 WASHINGTON BLDG.
PHONE, RCO 3881
LOS ANGELES, CALIFORNIA

Attorney for Defendant

IN THE SUPERIOR COURT OF LOS ANGELES COUNTY, STATE OF CALIFORNIA

WINIFRED HART,

Plaintiff,

vs.

WILLIAM S. HART,

Defendant.

No. 137230

ANSWER TO COMPLAINT

The defendant answers plaintiff's complaint as follows:

I

Defendant denies that on May 12, 1922, the plaintiff's mother was dependent upon the plaintiff for her support; and upon information and belief, denies that her said mother was supported by the plaintiff prior to the marriage of plaintiff and defendant.

II

Defendant admits that on May 12, 1922, the plaintiff and defendant entered into the agreement, a copy of which is set out in the complaint; and in that connection defendant alleges that such copy constituted the whole of the agreement between the plaintiff and defendant except Exhibits "A" and "B" referred to in the Tenth paragraph of said agreement, copies of which are not set out in said complaint.

But this defendant denies that said agreement had been or was prepared by the attorney of this defendant; and in that connection, the defendant alleges that the preparation of said agreement, and the negotiation between the parties over the terms thereof, covered a period of from ten days to two weeks; that the plaintiff engaged and employed her own independent attorney to represent her therein, and that her said attorney did represent her therein, and in conjunction with

1
2 the defendant's attorney, aid in the preparation of said agree-
3 ment and in the consideration and discussion of all of its
4 terms and in the final signing and execution of said agreement,
5 and during all of said time plaintiff was advised, aided and
6 directed by her own attorney, separate and apart from this de-
7 fendant or his said attorney.

8
9 III

10 Defendant denies that he committed the acts mentioned
11 in paragraph V of the complaint, or any of said acts, or that
12 he had ever threatened, stated, or represented that he would
13 commit said acts or any of them unless the plaintiff would agree
14 to secure a divorce from the defendant on the ground of his
15 desertion or treatment of her, or upon any other ground, or at
16 all, in addition to agreeing to a property settlement, or other-
17 wise, or at all.

18 Defendant denies that he ever at any time refused to
19 provide for the plaintiff or for their anticipated child. On
20 the contrary, defendant has always, since their marriage, liber-
21 ally provided for the plaintiff, and has always stated that he
22 would provide for her and for said child.

23 IV

24 Defendant denies that he ever proposed or demanded that
25 plaintiff should get a divorce as a part of any agreement for
26 property settlement, or otherwise, or at all, or that plaintiff
27 ever refused any such proposal or demand; denies that this de-
28 fendant ever offered to pay the plaintiff any sum whatever in
29 cash, or give her any other consideration, if she would agree to
30 procure a divorce at any place, or otherwise, or at all; and de-
31 nies that this defendant ever offered to give the anticipated
32

1 child any sum in trust in consideration of the plaintiff's pro-
2 curing a divorce, or the agreement to procure a divorce; and
3 denies that any proposal for the plaintiff to procure a divorce
4 was ever made by this defendant, or ever refused by the plain-
5 tiff, under any circumstances or for any purpose.

6 V

7 Defendant denies that any such proposal or demand by
8 this defendant was made verbally or in any other form, or at
9 all, or that it was refused by the plaintiff; and denies that
10 defendant or his attorney ever conceived any plan or scheme or
11 device of any kind whatsoever to compel the plaintiff to secure
12 a divorce; admits that in pursuance of said agreement, this de-
13 fendant did, immediately upon its execution, place in the
14 Security Trust & Savings Bank the sum of One Hundred and Three
15 Thousand Dollars (\$103,000) in securities, to be held by it for
16 the benefit of the plaintiff upon the terms of trust set out
17 in paragraph second of said agreement, and that he did, at the
18 same time, place in the hands of said bank as trustee, the sum
19 of One Hundred Thousand Dollars (\$100,000) in securities, to be
20 held by it upon the terms of trust set out in paragraph Third
21 of said agreement; but denies that said trusts were so created
22 and the said sums placed therein as a part of any plan or
23 scheme or device or for the purpose of compelling plaintiff to
24 secure a divorce, or had anything to do with the plaintiff's
25 securing a divorce or inducing her so to do.

26 Defendant denies that this defendant or his attorneys,
27 by any act or word or assertion, or otherwise, or at all, com-
28 pelled the plaintiff to agree to the insertion of paragraph
29 Sixth in said agreement, or that such paragraph was inserted
30 therein to compel the plaintiff to secure a divorce so that she
31 would secure the trust fund placed in said trust, or that the
32 plaintiff was compelled to agree to the insertion of paragraph

1 Sixth by reason of her financial condition or her delicate con-
2 dition, or that she was without means of support or unable to
3 work or in love with the defendant as her husband, or otherwise,
4 or at all.

5 Denies that the plaintiff was then without means of
6 support, or that she was in bad financial condition, or that
7 she had any necessity for going to work, or that she was then
8 in love with her husband; and denies that any of said matters
9 had anything to do with the insertion of paragraph Sixth in
10 said agreement; and denies that said paragraph Sixth was insert-
11 ed without the plaintiff's consent, or that she made any objec-
12 tion thereto; on the contrary, defendant alleges that said
13 paragraph Sixth was inserted in said agreement by the consent
14 of the plaintiff without any objection on her part, and upon the
15 advice and consent of her attorney then acting for her, and
16 that no objection was made either by her or by her said attorney.

17 Defendant denies that said paragraph Sixth of said
18 agreement was placed therein for the purpose, or with the in-
19 tent of this defendant or his attorneys, to compel the plaintiff
20 to secure a divorce in order that she might secure the said
21 trust fund.

22 Defendant denies that he or anyone for him ever repre-
23 sented or stated to the plaintiff or to her attorney that un-
24 less she would agree to the signing of said property settlement
25 with the insertion of paragraph Sixth, her child would be taken
26 from her as soon as it was born; or any other statement of like
27 import; to the contrary, defendant alleges that said agreement
28 in paragraph Fourth thereof, provides that plaintiff should have
29 the care, control and custody of said child; and this defendant
30 at all times accorded to the plaintiff that right and privilege,
31 and never by word or act intimated that he desired or intended
32 to seek the custody of the child in case of its birth.

VI

1
2 Defendant denies that paragraph Sixth of said agreement
3 is void or inoperative, or against public policy of the State
4 of California, or that it prevents the plaintiff from perform-
5 ing any means of livelihood, or from earning any money to pay
6 her living expenses or for the support of her mother or said
7 child, or otherwise, or at all; denies that the income derived
8 from the said trust funds provided for in the agreement, is in-
9 sufficient for the support of the plaintiff or her dependents,
10 or that it was made insufficient after eighteen months from the
11 date of the agreement, for the purpose, or with the intent on
12 the part of the defendant, to force the plaintiff to secure a
13 divorce within that period of time, or otherwise, or at all, or
14 that it had the effect of forcing the plaintiff to procure any
15 such divorce at any time.

16 In this connection, defendant alleges that the income
17 derived from both of said trust funds is payable to the plain-
18 tiff, and has been collected and received by her ever since the
19 date of said agreement, and in addition thereto the defendant
20 has paid to the plaintiff the sums provided for in said agree-
21 ment, and that said income and sums paid to the plaintiff by
22 defendant under said agreement are ample and sufficient to
23 support the plaintiff and said child; and her said mother is
24 not dependent upon her or entitled to receive any support from
25 this defendant.

26 Defendant admits that the plaintiff, prior to her
27 marriage to the defendant, was a motion picture actress and did
28 engage occasionally in that profession prior to their marriage;
29 but upon information and belief, defendant denies that she ever
30 received a salary of Five Hundred Dollars (\$500.00 per week, or
31 any other sum in excess of Two Hundred Dollars (\$200.00) per
32 week, from her profession, and upon the same ground alleges
that such salary was received only in one or two engagements.

1 and that at long intervals.

2 VII

3 Defendant denies that said trust provides that it was
4 to be terminated by the plaintiff's securing a divorce from the
5 defendant, or that paragraph seventh thereof provides that after
6 the trust had been terminated by the plaintiff's securing a
7 divorce from the defendant, the plaintiff should not hold her-
8 self out to be or permit herself to be known or advertised as
9 the wife or the former wife of defendant, or that she would not
10 use the defendant's name in her profession.

11 Defendant denies that it was the intent or purpose of
12 said paragraph Seventh to cover the work or employment of the
13 plaintiff and the use of the defendant's name after the termin-
14 ation of the trust through the procurement of a divorce; and de-
15 nies that by reason of the illegality of paragraph Sixth any
16 rights of the plaintiff might be affected by any contention of
17 this defendant that paragraph Seventh covered work or employment
18 of the plaintiff or the use of defendant's name prior to the
19 termination of the trust, by the procurement of a divorce by
20 plaintiff. In this connection, the defendant alleges that paragraph
21 Seventh must be construed in connection with paragraph Sixth
22 and all of the other terms and provisions of said agreement, and
23 when so construed it was the intent and purpose of said agreement
24 to prohibit and prevent the plaintiff from using the defendant's
25 name, or advertising herself as the wife or ex-wife of the de-
26 fendant, in the event she should ever engage in her work as a
27 motion picture actress; that paragraph Sixth thereof, is not il-
28 legal or void, but that if it should be construed as illegally
29 preventing the plaintiff from engaging in professional business,
30 it would be void only to that extent, and it would not be void
31 as prohibiting the plaintiff from using the defendant's name or
32 advertising herself as defendant's wife.

1 Defendant alleges that he is now, and for many years
2 heretofore has been, engaged in business as an actor and star
3 in the making of motion pictures; that in such business he has
4 built up a world-wide reputation and an expensive and valuable
5 business, and that if plaintiff engaged in her professional
6 business after their marriage, the use by plaintiff of the de-
7 fendant's name and the advertising herself as his wife or ex-
8 wife, would greatly injure this defendant's reputation, busi-
9 ness and profession, and bring upon him reproach and criticism;
10 and said clauses Sixth and Seventh were inserted in said agree-
11 ment to protect this defendant from any such injury, and to
12 prevent the plaintiff from commercializing or using their un-
13 happy domestic difficulties in her business, and also to promote
14 the care and welfare of their expected child and insure its
15 proper nurture, care and preservation, and to protect it from
16 neglect.

17 VIII

18 This defendant denies that it was necessary for plain-
19 tiff to work as a motion picture actress, or to engage in any
20 other work to support herself or those dependent upon her, or to
21 keep herself before the public to preserve her reputation or
22 value as a motion picture actress, or that such reputation should
23 not depreciate; and in this connection, defendant alleges that
24 plaintiff did not engage in her profession for some time prior
25 to their marriage, nor after their said marriage, nor during
26 all the time that she was carrying or giving birth to said child,
27 and that her reputation as a motion picture actress has al-
28 ready depreciated, if at all, thereby, and that the removal of
29 the said provisions of said contract is sought in this action
30 only for the purpose of enabling the plaintiff to gain a repu-
31 tation and position as a movie actress by the use of defendant's
32 name and reputation, and by advertising herself as this defend-

1 ant's wife, and not otherwise.

2 Defendant has no information or belief upon the subject,
3 and upon that ground denies that the plaintiff has ever had any
4 offer to work as a motion picture actress, or that she is de-
5 sirable of accepting the same, or that the provisions of paragraphs
6 Sixth and Seventh, if left outstanding, would cause the plaintiff
7 any injury or inconvenience, or cause her to be refused employ-
8 ment.

9
10 Further answering said complaint, and as a separate de-
11 fense thereto, this defendant alleges:

12 I

13 That ever since the establishment of said trust for
14 plaintiff's benefit, the plaintiff has accepted and received the
15 income growing due thereon, and that said income has amounted
16 to the sum of Forty-nine Hundred Dollars (\$4,900) per annum, free
17 of all expenses or taxes; that this defendant has paid to the
18 plaintiff, and the plaintiff has accepted and received, the oth-
19 er sums provided to be paid in paragraph Fifth of said agreement;
20 that the plaintiff has also received since the birth of said
21 child the income accruing upon the trust created in pursuance of
22 this agreement for the benefit of said child, in accordance
23 with paragraph Third of said agreement; and such income has amount-
24 ed to the sum of Four Thousand, Seven Hundred and Fifty Dollars
25 (\$4,750.00) per annum; that during all of said time, from the
26 date of the execution thereof to the commencement of this action,
27 the plaintiff has ratified and approved the said agreement and
28 the trust created in pursuance thereof, and has received and ac-
29 cepted the benefits derived therefrom, and has never made any
30 objection thereto, nor has she ever rescinded the same or offer-
31 ed to restore any of the benefits received or derived therefrom.

32 That by such conduct the plaintiff is estopped from now

1 questioning the validity of said agreement or said trust or any
2 part or portion thereof.

3 WHEREFORE, the defendant prays that plaintiff take
4 nothing by this action, and that this action be dismissed, and
5 that this defendant may go hence with his costs.

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Attorneys for Defendant.
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State of California, } ss.
County of Los Angeles, }

WILLIAM S. HART,

being duly sworn, says: That he is the defendant named in the foregoing
answer to plaintiff's complaint filed
in the within entitled action; that he has read the foregoing ANSWER to complaint
and knows the contents thereof; that the same is true of
his own knowledge, except as to those matters which are therein stated
on his information or belief, and as to those matters that he believes
it to be true

Subscribed and sworn to before me this

23rd day of April 1924

James E. [Signature]
Notary Public in and for the County of Los Angeles
State of California

William S. Hart



ORIGINAL

No. 137230

SUPERIOR COURT

WINIFRED HART
vs.

WILLIAM S. HART

SETTING CARD

Notice is given that a motion will be made
in Dept. 10 of said Court on the 5th
day of May, 1924, to set said
cause for trial, on the ground that the case
is at issue.

Carpe Diem & Furd

Attorney for Plaintiff

Service admitted Apr. 30, 1924

Seabrook & Bowen

Attorney for deft.

STIPULATION

It is stipulated that this cause may be
called for setting on the day
of 1924, in Dept. 10
of said Court.

Attorney for Plaintiff

Attorney for Defendant

Dated 1924

FILED

MAY 5 1924

L. E. LAMPSON, County Clerk

By

DEPUTY

(Handwritten initials)

SUPERIOR COURT
LOS ANGELES COUNTY

No. 137230

Jury fee

Dept. 6

WINIBRED HART,

Plaintiff

Date of trial April 16 1925

vs.

Date of setting May 5 1924

WILLIAM S. HART,

Defendant

Character of action for declaratory relief

Time necessary for trial one day

The case was heretofore set for trial in Dept. on 192

Continued from 192 to 192 in Dept.

Have all issues of law and all preliminary motions been disposed of? yes

Names of attorneys { CARPENTER & FOURL Attorney for Plaintiff Tel. No. Va. 8269
SCARBOROUGH & BOWEN Attorney for Defendant Tel. No. Main 274

Transferred from Dept. to Dept. 10

Notice of trial is waived.

Judge

Attorney for Plaintiff

Transferred from Dept. 10 to Dept.

Presiding Judge

Attorney for Defendant

ORIGINAL

No. 137230

Dept.

IN THE
Superior Court

OF THE
STATE OF CALIFORNIA,

In and for the County of Los Angeles.

WINIFRED HART,

Plaintiff

vs.

WILLIAM S. HART

Defendant

**AFFIDAVIT RE ADVANCEMENT OF
TRIAL**

Received copy of the within Affidavit
this 23 day of June 1924
Seaborn & Bowen
Attorney for defendant

JUN 24 1924

W. E. Hampton
JUN 24 1924
LINDS COMPANY
CHAS. W. FOURL
830 DETWILER BUILDING
412 WEST 5TH STREET
LOS ANGELES, CAL.
PHONE 226-339

Attorney for Plaintiff

PLAINTIFF'S ATTORNEY: LAW OFFICES OF W. E. HAMPTON, 830 DETWILER BLDG., LOS ANGELES, CAL.

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
2 IN AND FOR THE COUNTY OF LOS ANGELES.

3 No. 137230.

4 WINIFRED HART,

5 Plaintiff,

6 vs.

7 WILLIAM S. HART,

8 Defendant.

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10
11 AFFIDAVIT RE ADVANCEMENT
12 OF TRIAL.

11 STATE OF CALIFORNIA,)
12 COUNTY OF LOS ANGELES,) SS.

13 WINIFRED HART, being first duly sworn, deposes and says:

14 That she is the plaintiff in the above entitled action; that said
15 cause is set down for trial in Dept. 6 of the above court on the
16 16th day of April, 1925; that the issue involved in said action
17 is merely the construction of a written contract which precludes
18 the plaintiff from engaging in work as a motion picture actress;

19 That before her marriage to William S. Hart plaintiff
20 was a motion picture actress and was in constant demand as such
21 by producers and had established a goodwill and reputation with
22 the public that had become and still is a very valuable asset to
23 her and for said services she had received a salary of \$500. per
24 week; that her husband, William S. Hart, deserted affiant when
25 she was in delicate health and expecting the birth of a child and
26 in order to provide herself and her expected child with means for
27 their support she was obliged to enter into a separation agreement
28 which provided for a trust fund for the expected child should it
29 be born and for herself, which agreement provided an income from
30 said trust fund of \$387.50 per month for her personal support and
31 \$375. per month for the support and education of said child
32 should it be born;

CHARLES W. FOURL
ATTORNEY AND COUNSELOR AT LAW
LOS ANGELES, CAL.

CHARLES W. FOURL
ATTORNEY AND COUNSELOR AT LAW
LOS ANGELES, CAL.

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That affiant's mother, Mrs. Westover, resides with her and is dependent upon her for support and because of the small amount which affiant receives for her support from said trust she has been and is unable to meet all her necessary living expenses and it is necessary that she should supplement the income received from the trust by engaging in her profession;

That affiant has an opportunity of securing an engagement as a motion picture actress at a large salary and if she is not allowed to engage in such work as a motion picture actress and is required to wait for the hearing of this cause in the regular order affiant will suffer irreparable damage in that her value to a producer will depreciate by reason of her not being on the screen and she will also lose a year's time and earning capacity, for which she will be without redress; that a loss of one year in the life of a motion picture actress at the period when her services are most in demand is a very serious matter, for the reason that the time in which a motion picture actress is at her best and capable of earning a large salary is at the most not over four to five years.

That this affidavit is made for the purpose of having the above entitled court vacate the present date of trial of said cause, to-wit, April 16, 1925, and advance the trial of said cause to as early a date as is possible.

Wm. P. Hart

Subscribed and sworn to before me this 23d day of June, 1924.

Charles W. Fourl
Notary Public in and for the County
of Los Angeles, State of California.

ORIGINAL

No. 137230 Dept. _____

Superior Court

IN THE
OF THE
STATE OF CALIFORNIA,
In and for the County of Los Angeles.

WINIFRED HART,

Plaintiff

WILLIAM S. HART,

Defendant

**NOTICE OF MOTION TO ADVANCE
CASE FOR TRIAL
AND
ORDER SHOWING TIME**

Received copy of the within Notice & Order

this 23 day of June, 1924

Seaborn H. Bowen

Attorney for defendant

JUN 24 1924

L. E. DUNTON, County Cl.
by [Signature]

**LEON DUNTON &
CHAS. W. FOURL**
830 DETWILER BUILDING
412 WEST 9TH STREET
LOS ANGELES, CAL.
PHONE 828-258

Attorney for Plaintiff

[Signature]

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
2 IN AND FOR THE COUNTY OF LOS ANGELES.

3 No. 137230.

4 WINIFRED HART,

5 Plaintiff,

6 vs.

7 WILLIAM S. HART,

8 Defendant.

9
10
11 NOTICE OF MOTION TO ADVANCE
12 CASE FOR TRIAL.

13 To the above named defendant and to Messrs. Scarborough
14 and Bowen, his attorneys:

15 YOU AND EACH OF YOU WILL HEREBY TAKE NOTICE that the
16 plaintiff herein will, on Friday, the 27th day of June, 1924, at
17 the hour of 9:00 o'clock a. m. of said day, or as soon thereafter
18 as counsel can be heard, in Dept. 10 of the above court, in the
19 County Courthouse in the City of Los Angeles, State of California,
20 move said court to vacate the present trial date of said cause, to-
21 wit, April 16, 1925, and to advance said case on the calendar and
22 set the trial thereof for as early a date as is possible, upon
23 the ground that plaintiff will suffer and sustain irreparable
24 damage unless said case is brought to trial at an early date.

25 Said motion will be made and based upon all the records,
26 papers and files in the above entitled cause, including the affi-
27 davit of plaintiff which is served herewith.

28 Dated: June 23, 1924.

29 
30 _____
31 Attorneys for plaintiff.

32 Good cause appearing therefor, it is hereby ordered
that the service of the foregoing notice be and the same is short-
ened so that said notice may be served on June 23, 1924.

Dated: June 23, 1924.



Judge of Superior Court.

ORIGINAL

No. 137230

SUPERIOR COURT

WINIFRED HART

vs.

WILLIAM S. HART

SETTING CARD

Notice is given that a motion will be made in Dept. 10 of said Court on the ^{27th} day of June, 1924, to set said cause for trial, on the ground that the case is at issue.

Carpenter + Fourn

Attorneys for plaintiff

Service admitted June 23, 1924

Scarborough & Bowen

Attorneys for defendant

STIPULATION

It is stipulated that this cause may be called for setting on the _____ day of _____, 1924, in Dept. 10 of said Court.

[Signature]
Attorney for Plaintiff

Attorney for Defendant

Dated _____, 1924

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SUPERIOR COURT
LOS ANGELES COUNTY

No. 137230

Jury fee

Dept. 6

WINIFRED HART

Plaintiff

vs.

WILLIAM S. HART

Defendant

Date of trial 192

Date of setting **June 27,** 192 **4**

Character of action **for declaratory relief**

Time necessary for trial **one day**

The case was heretofore set for trial in **6** Dept. on **Apr. 16,** 192 **5**

Continued from 192 to 192 in Dept.

Have all issues of law and all preliminary motions been disposed of? **yes**

Names of attorneys (**CARPENTER & FOURL**
Attorney for Plaintiff.
SCARBOROUGH & BOWEN
Attorney for Defendant.

Tel. No. **Va. 8269**

Tel. No. **Main 274**

Transferred from Dept. to Dept. 10

Judge

Transferred from Dept. 10 to Dept.

Presiding Judge

Notice of trial is waived.

Attorney for Plaintiff.

Attorney for Defendant.

WILLIAM S. HART

-to-

WINIFRED HART

GENERAL RELEASE
Dated, May _____, 1922.

WETHERHORN, HOYT & JONES
ATTORNEYS AT LAW
543 TITLE INSURANCE BLDG.
LOS ANGELES
TELEPHONE 50431

137230
Hart
Hart

PLAINTIFF'S EXHIBIT

1

JUN 26 1925

L. E. LAMPTON, County Clerk
S. Merrill

RELEASE OF ALL DEMANDS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, WILLIAM S. HART, of the County of Los Angeles, State of California, for and in consideration of the sum of Ten (\$10.00) Dollars, and of other good and valuable considerations mentioned in a certain Property Settlement Agreement entered into between myself and my wife, WINIFRED HART, of even date herewith, do hereby release and discharge my said wife, Winifred Hart, from any and all claims to any portion of her property, or to any existing or alleged community property, earnings, or accumulations now or hereafter held or acquired by my said wife, including all rights of inheritance or succession to which I may, or might be entitled by virtue of the laws of the State of California, or of any other State or country relative to her separate or community earnings, courtesy, rights of inheritance or succession, or in any other manner or form whatsoever; and full satisfaction of any and all such claims against my said wife, or her estate, arising out of, or by reason of the marriage relation, including any present or future separate or community property now owned or hereafter accumulated by her, together with any courtesy rights, rights of inheritance or succession, court costs, counsel fees, or property, or money claims of any kind or character whatsoever is hereby acknowledged.

AND for the consideration hereinbefore stated, I, the undersigned WILLIAM S. HART, do, by these presents, for myself, my heirs, executors and administrators, release and forever discharge my said wife, Winifred Hart, her heirs, devisees, legatees, executors, administrators and assigns, of and from any and all manner of actions, and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies,

agreements, promises, variances, trespasses, damages, judgments, extents, claims and demands whatsoever, in law or in equity, which against my said wife, Winifred Hart, I ever had, or now have, or which I, or my heirs, executors or administrators hereafter can, shall, or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents, other than as provided in said Property Settlement Agreement of even date herewith.

Dated at Los Angeles, California, this 12th day of May, 1922.

William S. Hart

WITNESSES:

Vincent Blaugha
W. Jones

STATE OF CALIFORNIA,)
County of Los Angeles,) ss

On this 12th day of May, 1922, before me, Vincent Blaugha, a Notary Public in and for the said County and State, residing therein, duly commissioned, and sworn, personally appeared WILLIAM S. HART, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Vincent Blaugha
Notary Public in and for said
County and State.

My Commission expires,

_____.

WINIFRED HART

- Do -

WILLIAM S. HART

GENERAL RELEASE
Dated, May _____, 1922.

WETHERHORN, HOYT & JONES
ATTORNEYS AT LAW
840 TITLE INSURANCE BLDG.
LOS ANGELES
TELEPHONE 60491

137230

Hart

Hart

PLAINTIFF'S EXHIBIT

2

MAY 1925

LEWISTON, OREGON

W. S. Morrill

RELEASE OF ALL DEMANDS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, WINIFRED HART, of the County of Los Angeles, State of California, for and in consideration of the sum of Ten (\$10.00) Dollars, to me in hand paid, the receipt whereof is hereby acknowledged, have released and forever discharged, and by these presents do, for myself, my heirs, executors, and administrators, release and forever discharge MARY E. HART, her executors and administrators, of and from all, and all manner of actions and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against the said MARY E. HART I ever had, or now have, or which I, or my heirs, executors, or administrators hereafter, can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the date of these presents.

Dated at Los Angeles, California, this 12th day of May, 1922.

Winifred Hart

WITNESSES:

4) A. I. Jones
Vernon Blumhagen

STATE OF CALIFORNIA, }
County of Los Angeles, } ss

On this 12th day of May, 1922, before me
Vernon Blumhagen, a Notary Public in and for
said County and State, residing therein, duly commissioned and

sworn, personally appeared WINIFRED HART, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Seal)

(d)

Vincent Blangka

Notary Public in and for said
County and State.

WINFRED HART

-Do-

MARY E. HART

GENERAL RELEASE
Dated, May _____, 1932.

WETHERHORN, HOYT & JONES
ATTORNEYS AT LAW
643 TITLE INSURANCE BLDG
LOS ANGELES
TELEPHONE 60481

137130

Hart

Hart

PLAINTIFF'S EXHIBIT

3

MAY 1932

L. E. LAMPTON, County Clerk

By E. Menall
DEPUTY

RELEASE OF ALL DEMANDS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, WINIFRED HART, of the County of Los Angeles, State of California, for and in consideration of the sum of Ten (\$10.00) Dollars, and of other good and valuable considerations mentioned in a certain Property Settlement Agreement entered into between myself and my husband, William S. Hart, of even date herewith, do hereby release and discharge my said husband, William S. Hart, from any and all claims to any portion of his property, or to any existing or alleged community property, earnings, or accumulations now or hereafter held or acquired by my said husband, including all rights of inheritance or succession, to which I may, or might be entitled by virtue of the laws of the State of California, or of any other State or Country relative to separate or community property, dower, rights of inheritance or succession, or in any other manner or form whatsoever; and full satisfaction of any and all such claims against my said husband or his estate arising out of, or by reason of the marriage relation, including any present or future separate or community property now owned or hereafter accumulated by him, together with any dower rights, rights of inheritance or succession, court costs, maintenance, support, alimony, counsel fees, or property, or money claims of any kind or character whatsoever is hereby acknowledged.

AND for the consideration hereinbefore stated, I, the undersigned, WINIFRED HART, do, by these presents, for myself, my heirs, executors and administrators, release and forever discharge my said husband, William S. Hart, his heirs, devisees, legatees, executors, administrators and assigns, of and from any and all manner of actions, and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in

equity, which against my said husband, William S. Hart, I ever had, or now have, or which I, or my heirs, executors or administrators, hereafter can, shall, or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these Presents, other than as provided in said Property Settlement Agreement of even date herewith.

Dated at Los Angeles, California, this 12th day of May, 1922.

(sd) Winifred Hart

WITNESSES:

(sd) L. S. Jones
Vincent B. Vaughan

STATE OF CALIFORNIA?)
County of Los Angeles,) ss

On this 12th day of May, 1922, before me, Vincent B. Vaughan, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared WINIFRED HART known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(seal)

(sd) Vincent B. Vaughan
Notary Public in and for said
County and State.

ORIGINAL

No. 137230 Dept. _____

IN THE

Superior Court

OF THE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

WINIFRED HART

Plaintiff

vs.

WILLIAM S. HART

Defendant

STIPULATION

JAN 15 1961

S. Merrill
COURT

Received copy of the within _____

this _____ day of _____ 19 _____

Attorney for _____

SCARBOROUGH & BOWEN

SUITE 1225 WASHINGTON BLDG.
PHONE: PICO 2321

LOS ANGELES, CALIFORNIA

Attorney for Defendant

1 IN THE SUPERIOR COURT OF THE COUNTY OF LOS ANGELES,
2 STATE OF CALIFORNIA.

3
4
5 WINIFRED HART,

6 Plaintiff,

7 vs.

8 WILLIAM S. HART,

9 Defendant.

No. 137230

STIPULATION
AMENDING PLEADINGS.

10
11
12 IT IS HEREBY STIPULATED by and between the parties
13 hereto, that the complaint and answer shall be, and each is,
14 hereby amended as follows, to-wit:

15
16 I

17 That the complaint filed herein is hereby amended
18 by striking from paragraph VIII the following words:

19 "and at the time of said marriage was receiving a
20 salary of Five Hundred Dollars (\$500.00) per week from
21 her profession."

22
23 II

24 That the answer of the defendant filed herein be,
25 and the same is, hereby amended by striking out of paragraph
26 VI thereof the following portion, to-wit:

27 "but upon information and belief denies that she
28 ever received a salary of five Hundred Dollars (\$500.00)
29 per week or any other sum in excess of Two Hundred Dollars
30 (\$200.00) per week from her profession; and upon the same
31
32

1 ground alleges that such salary was received only in one
2 or two engagements, and that at long intervals."

3 III

4 That the issues raised by the portions of the complaint
5 and answer above quoted, are hereby withdrawn, abandoned and
6 terminated with the same effect as if they had never been placed
7 in the pleadings, and are not to be considered at any hearing
8 or trial of said action.

9
10 Dated: November 15th, 1934.

11 Ingle Carpenter &
12 Chas W. Loun
13 Attorneys for Plaintiff

14
15 Scobrough Bowen
16 Attorneys for Defendant.

137230

Hart

Hart

PLAINTIFF'S EXHIBIT

5

FILED

JUL 15 1925

L. E. LAMPTON, County Clerk

By S. Merrill
DEPUTY

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of May, 1922, by and between JOHN DOE, party of the first part, and JANE DOE, his wife, party of the second part, WITNESSETH:

THAT WHEREAS, the parties of the first and second part are now living separate and apart and desire to settle their respective property rights and interests and to make a final disposition thereof so that neither of the parties hereto shall hereafter have any claim against the other for any property, money or thing of value of any kind or character whatsoever, which is now owned or which may hereafter be acquired by either of the parties to this agreement, other than as hereinafter set forth,

AND WHEREAS, it is conceded, stipulated and agreed that there is no community property belonging to the parties hereto,

AND WHEREAS, the party of the second part is now pregnant and it is desired to make suitable provision for the custody, maintenance and education of the child of the parties hereto in the event said child is born and lives,

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual conditions, covenants and obligations of the parties hereinafter set forth, it is agreed as follows:

~~First~~ - That the party of the first part will simultaneously, with the execution and delivery of this agreement, place the sum of One Hundred and Three Thousand (\$103,000.00) Dollars in cash, or in cash and securities, the total market value of which shall amount to the sum of One Hundred ^{three} Thousand (\$103,000.00) Dollars, with the ~~Trust Department of the Guarantee Branch of the~~ Security Trust and Savings Bank at Los Angeles, California, to be held by said bank as trustee, upon the following terms and conditions, to-wit:

- (a) To pay to the party of the second part the total ~~amount of the~~ ^{net} income derived from said money and securities in monthly installments as the same accrues during the life of the party of the ~~first part, or until such time as the marriage relation, existing between party of the first and second part is finally terminated by the judgment of some court of the trust is terminated~~ ^{As above} first part, or until ~~such time as the marriage relation, existing between party of the first and second part is finally terminated by the judgment of some court of the trust is terminated~~ ^{as hereafter provided.}

~~competent jurisdiction.~~

(b) In the event of the death of the party of the first part, or of the final termination of the marriage relation existing between the parties hereto, ~~the said trust shall be terminated~~, and the said trustee ~~to~~ pay over to party of the second part the entire principal sum so held in trust, provided and upon condition that party of the second part shall have lived up to and fully performed all of the terms and conditions on her part to be performed as set forth in this agreement, and upon the further condition that, at the time and in the event of such termination of said trust, ~~that~~ the party of the second part execute, acknowledge and deliver to said trustee and to party of the first part a full release, satisfaction and discharge of any and all claims to any portion of the property of party of the first part, or to any existing or alleged community property, earnings or accumulations now held or that may be hereafter acquired by party of the first part, to which party of the second part may or might be entitled independent of this agreement, by virtue of the laws of the State of California, or of any other State, relative to community property, dower or in any other manner whatsoever.

*by the agreement or desire of either
part of competent jurisdiction*

*his heirs, executors
administrators, or assigns
- in the case may be
of this*

(c) In the event of the death of party of the second part prior to the termination of said trust, the party of the second part ~~to be~~ authorized and empowered to make such disposition of said trust fund as she may see fit, provided and upon condition that she has at all times, during her life, lived up to and fully kept and performed all of the terms and conditions of this agreement on her part to be performed, and in such event the trustee ~~to be~~ directed to deliver said trust fund and the accrued income thereon to the Executor, or Administrator, with the Will annexed, of any such Will, to be distributed in accordance with the provisions thereof.

By will

(d) In the event party of the second part shall not, at all times during the life of said trust, live up to and fully keep and perform all of the terms and conditions on her part to be performed, as set forth in this agreement, or in the event she shall make any claims against party of the first part for support and maintenance, or for the support and maintenance of the child of the parties hereto, in the event of the birth of such child, or for any community property, dower rights, court costs or property claims of any kind or character whatsoever, arising out of, or by reason of the marriage relation, or of the laws of any State or Country, or for any cause or reason whatsoever, other than as are provided for by the terms of this agreement, then, and in that event, said trust shall immediately terminate and the entire amount of principal and accrued income in the hands of the trustee, shall forthwith be returned and paid to the party of the first part, or to his heirs, executors, administrators or assigns.

Administration, Dower, Fees

with the amount of fees on

2 - That the party of the first part will simultaneously, with the execution and delivery of this agreement, place the sum of One Hundred Thousand (\$100,000.00) Dollars in cash, or in cash and securities, the total market value of which shall amount to the sum of One Hundred Thousand (\$100,000.00) Dollars, ^{with} ~~with the Trust~~ Department of the Guarantee Branch of the Security Trust and Savings Bank at Los Angeles, California, to be held by said bank as trustee, upon the following terms and conditions, to-wit:

*with the first copy of
Chancery, 1/22/51
on or before
said date*

- (a) That the said trustee shall hold said sum, ~~and the accruing interest and income thereon for a period of not to exceed _____ months from and after the date of this agreement,~~ and in the event of the birth of a child to the party of the second part ~~within said time,~~ the said trustee to continue to hold the principal thereof in trust, and to pay the ^{interest} and the income thereof to party of the second part for the maintenance, support and education of such child during its minority, provided such child, at all times, remains in the custody of, and is cared for by party of the second part, but in the event party of the second part should for any reason, cease to ~~have~~ the custody and control of said child during its minority, or in the event of the appointment, by a Court of competent jurisdiction, of a Guardian for such child, then, and in that event, the interest and income to be paid to such guardian or custodian of such child, to be used for ~~the~~ support, maintenance and education as aforesaid.
- (b) In the event such child is not born living, or in the event of the death of such child during its minority, said trust is thereupon to terminate and all principal and accrued income thereon in the hands of the trustee is to be forthwith returned and paid to party of the first part, his heirs, executors, administrators or assigns.
- (c) In the event such child is born and lives until it reaches the age of majority, the entire amount of principal and accrued income in the hands of the trustee at such time, is to be paid over and delivered to such child.

**3. →*

4- And it is further agreed that party of the first part will, for a period of eighteen (18) months immediately following the date of this agreement, or until the termination of the trust mentioned in Paragraph 1 hereof in the event the same is terminated in any of the manners therein provided in less than eighteen (18) months, pay to party of the second part such amount monthly as will, when added to the monthly income derived from said trust, amount to the sum of Twelve Hundred (\$1200.00) Dollars per month; ^{and will} also to pay to

party of the second part, upon the execution and delivery of this agreement, the sum of Two Thousand (\$2,000.00) Dollars in cash, and ^{will} pay a reasonable ~~doctor's~~ bill for the necessary and proper

services of a physician in caring for and treating party of the second part during ^{her present and any resulting therefrom,} pregnancy and confinement, ~~provided she is not pregnant and is confined as a result thereof,~~ ^{and any excess,} ~~such bill not to exceed the sum of \$1,000.00~~

5 - ~~The~~ party of the second part agrees that she will not, during the life of the trust mentioned in paragraph ^{first} of this agreement, engage in or perform any work or services of any kind or character for hire, and that she will not, upon any conditions, do or engage in any work as a motion picture actress or artist, or permit herself to be photographed for motion pictures or advertising purposes.

6 - ~~The~~ party of the second part further agrees that, in the event she should engage in any work or employment, either as a motion picture actress or artist, or in any other capacity whatsoever, after the termination of the trust mentioned in paragraph ^{first} of this contract, that she will not ~~permit~~ hold herself out to be, or permit herself to be known as or advertised as ^{or former wife} the wife of party of the first part, and will not use, or permit his name to be used in connection with her own for professional or advertising purposes, or in any manner or form whatsoever, and will take appropriate and proper action to enjoin and restrain any and all persons, firms or corporations from so doing.

7 - ~~and~~ It is further agreed that in the event party of the second part is guilty of any immorality during the life of party of the first part, or during the life of the trust referred to in paragraph ^{first} of this agreement, or in the event she fails to conduct herself in accordance with recognized standards of morality, or brings party of the first part into disgrace or disrepute by reason of any immoral or improper conduct on her part, the trust mentioned in paragraph ^{first} of this agreement shall terminate and all property and income held by the trustee under the terms of said trust, shall revert to and be paid and delivered to party of the first part, the termination of said trust for such cause to be effected only upon

Handwritten note: If you will please see to the fact that the party of the second part...

Handwritten note: The former wife...

the finding of a court of competent jurisdiction that party of the second part has been guilty of such improper or immoral conduct.

8 - ~~The~~ party of the second part further agrees that ~~in consideration of the matters and things herein set forth~~ she will ^{also} execute and deliver to Mary Doe, the sister of party of the first part, ^{simultaneously with the signing of this} a full and complete release, satisfaction and discharge of any and all claims and demands of any kind or character whatsoever, ~~to date hereof, and full satisfaction of any and all claims against the said Mary Doe is hereby acknowledged.~~

10 - ~~It~~ It is further mutually agreed, between the parties hereto, that they will each execute and deliver ^{upon demand of the other} any and all other instruments, documents and papers of any kind or character that may be necessary or proper for the purpose of carrying out the terms and conditions of this agreement, ~~and each of the parties hereto fully understand and represent that they have carefully read and examined this agreement and have had independent advice concerning the same, and the same is executed freely, voluntarily and with full knowledge of all the terms and conditions thereof.~~

IN WITNESS WHEREOF, ~~we have~~ hereunto set our hands and seals the day and year in this agreement first above written.

Party of the First Part. (SEAL)

Party of the Second Part. (SEAL)

**9.* Copies of the declarations of trust referred to in paragraphs First and Second of this agreement are hereto annexed marked respectively, Exhibit "A" and Exhibit "B", and are made a part hereof. It is understood and agreed that said declarations of trust and this property settlement agreement are to be construed together, and full effect given to both, and that all provisions or conditions contained in either are to be as effective and binding upon the parties hereto as if fully set forth in both.

**3.* It is agreed that in the event such child is born and lives the party of the second part is to have the custody thereof so long as she lives a proper

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of May, 1922, by and between JOHN DOE, party of the first part, and JANE DOE, his wife, party of the second part, WITNESSETH:

THAT WHEREAS, the party of the first and second part are now living separate and apart and desire to settle their respective property rights and interests and to make a final disposition thereof so that neither of the parties hereto shall hereafter have any claim against the other for any property, money or thing or which may hereafter be acquired by either of the parties to this agreement, other than as hereinafter set forth,

AND WHEREAS, it is conceded, stipulated and agreed that there is no community property belonging to the parties hereto,

AND WHEREAS, the party of the second part is now pregnant and it is desired to make suitable provision for the custody, maintenance and education of the child of the parties hereto in the event said child is born and lives,

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual conditions, covenants and obligations of the parties hereinafter set forth, it is agreed as follows:

FIRST - That the party of the second part, in consideration of the deposit of the trust funds and the making of the declarations of trust hereinafter referred to, by party of the first part, and of the other covenants, obligations and conditions contained herein, will, and does hereby release and discharge the party of the first part from any and all claims to any portion of his property, other than as herein provided, or to any existing or alleged community property, earnings, or accumulations, now or hereafter held or acquired by

party of the first part, to which party of the second part may, or might, be entitled independent of this agreement by virtue of the laws of the State of California, or of any other State or Country relative to community property, dower, or in any other manner or form whatsoever, and full satisfaction of any and all claims by party of the second part against the party of the first part arising out of or by reason of the marriage relation, including any present or future community property, dower rights, court costs, alimony, counsel fees, or property, or money claims of any kind or character whatsoever, is hereby acknowledged, and party of the second part will, upon the execution and delivery of this agreement, execute, acknowledge and deliver to party of the first part a full and complete release, discharge and satisfaction of any and all such claims,

SECOND - That the party of the first part will simultaneously, with the execution and delivery of this agreement, place the sum of One Hundred and Three Thousand (\$103,000.00) Dollars in cash, or in cash and securities, the total market value of which shall amount to the sum of One Hundred and Three Thousand (\$103,000.00) Dollars, with the Security Trust and Savings Bank at Los Angeles, California, to be held by said bank as trustee, upon the following terms and conditions, to-wit:

- (a) To pay to the party of the second part the total net income derived from said money and securities in monthly installments as the same accrues during the life of the party of the second part, or until the trust is terminated as hereinafter provided.
- (b) In the event of the death of the party of the first part, or of the final termination of the marriage relation existing between the parties hereto by the final judgment or decree of a court of competent jurisdiction, the said trust is to terminate and the said trustee is to pay over to party of the second part the entire principal sum so held in trust,

provided and upon condition that party of the second part shall have lived up to and fully performed all of the terms and conditions on her part to be performed as set forth in this agreement, and upon the further condition that, at the time and in the event of such termination of said trust, the party of the second part execute, acknowledge and deliver to said trustee and to party of the first part, his heirs, executors, administrators, or assigns, as the case may be, a full release, satisfaction and discharge of any and all claims to any portion of the property of party of the first part, or to any existing or alleged community property, earnings, or accumulations now, or then, held, or that may, thereafter acquired by party of the first part, to which party of the second part may or might be entitled independent of this agreement, by virtue of the laws of the State of California, or of any other State or country, relative to community property, dower, or in any other manner whatsoever.

- (c) In the event of the death of party of the second part prior to the termination of said trust, the party of the second part is authorized and empowered by will, to make such disposition of said trust fund as she may see fit, provided and upon condition that she has at all times, during her life, lived up to and fully kept and performed all of the terms and conditions of this agreement on her part to be performed, and in such event the trustee is directed to deliver said trust fund and the accrued income thereon to the Executor, or Administrator with the Will annexed of any such Will, to be distributed in accordance with the provisions thereof.
- (d) In the event party of the second part shall not, at all times during the life of said trust, live up to and fully keep and perform all of the terms and conditions on her part to be performed, as set forth in this agreement, or in the event she shall make any claims against party of the first part for support and maintenance, or for the support and maintenance of the child of the parties hereto, in the event of the birth of such child, or for any community property, dower rights, court costs, alimony, counsel fees, or property, or money claims of any kind or character whatsoever arising out of, or by reason of the marriage relation, or of the laws of any State or Country, or for any cause or reason whatsoever, other than as are provided for by the terms of this agreement, then, and in that event, said trust shall immediately terminate and the entire amount of principal and accrued income in the hands of the trustee, shall forthwith be returned and paid to the party of the first part, or to his heirs, executors, administrators or assigns.

THIRD - That the party of the first part will simultaneously, with the execution and delivery of this agreement, place the sum of One Hundred Thousand (\$100,000.00) Dollars in cash, or in cash and securities, the total market value of which shall amount to the sum of One Hundred Thousand (\$100,000.00) Dollars, with the Security Trust and Savings Bank at Los Angeles, California, to be held by said bank as trustee, upon the following terms and conditions, to-wit:

(a) That the said trustee shall hold said sum, ~~and the accruing interest and income thereon for the a period of not to exceed _____ months from and after the date of this agreement,~~ and in the event of the birth of a child to the party of the second part, ~~within said time,~~ the said trustee to continue to hold the principal thereof in trust, and to pay the net interest and ~~the~~ income thereof to party of the second part for the maintenance, support and education of such child during its minority, provided such child, at all times, remains in the custody of, and is cared for by party of the second part, but in the event party of the second part should, for any reason, cease to have the custody and control of said child during its minority, or in the event of the appointment, by a Court of competent jurisdiction, of a Guardian ~~of~~ such child, then, and in that event, the interest and income to be paid to such guardian or custodian of such child, to be used for its support, maintenance and education as aforesaid.

(b) In the event such child is not born living, or in the event of the death of such child during its minority, said trust is thereupon to terminate and all principal and accrued income thereon in the hands of the trustee is to be forthwith returned and paid to party of the first part, his heirs, executors, administrators or assigns.

view (10) and (10.)
(c) ~~In the event such child is born and lives until it reaches the age of majority, the entire amount of principal and accrued income in the hands of the trustee as at such time is to be paid over and delivered to such child.~~

FOURTH- It is agreed that in the event such child is born and lives, the party of the second part is to have ^{the} custody thereof so long as she lives a proper and moral life, and the best interests of the child warrant such custody, ~~but the party of the first part may visit said child at all reasonable times, and if he so desires, may have the temporary custody of the child twice each year for periods not to exceed four (4) weeks each.~~

FIFTH-- It is further agreed that party of the first part will, for a period of eighteen (18) months immediately following the date of this agreement, or until the termination of the trust mentioned in Paragraph ~~two~~, hereof in the event the same is terminated in any of the manners herein provided in less than eighteen (18) months, pay to

party of the second part such amount monthly as will, when added to the monthly income derived from said trust, amount to the sum of Twelve Hundred (\$1200.00) Dollars per month; and will also pay to party of the second part, upon the execution and delivery of this agreement, the sum of Two Thousand (\$2,000.00) Dollars in cash, and will pay a reasonable bill for the necessary and proper services of a physician in caring for and treating party of the second part during her present pregnancy and any confinement resulting therefrom, such bill not to exceed the sum of \$ 1500, and any excess, if such there be, to be paid by party of the second part.

SIXTH- The party of the second part agrees that she will not, during the life of the trust mentioned in paragraph ~~FIRST~~ of this Agreement, engage in or perform any work or services of any kind or character for hire, and that she will not, upon any conditions, do or engage in any work as a motion picture actress or artist, or permit herself to be photographed for motion picture or advertising purposes.

SEVENTH- The party of the second part further agrees that, in the event she should engage in any work or employment, either as a motion picture actress or artist, or in any other capacity whatsoever, after the termination of the trust mentioned in paragraph ~~FIRST~~ of this contract, she will not hold herself out to be, or permit herself to be known as or advertised as the former wife of party of the first ~~part, or the name~~ and will not use, or permit his name

or _____ to be used in connection with her own for professional or advertising purposes, or in any manner or form whatsoever, and will take appropriate and proper action to enjoin and restrain any and all persons, firms or corporations from so doing.

EIGHTH - It is further agreed that in the event party of the second part is guilty of any immorality during the life of party of the first part, or during the life of the trust referred to in Paragraph ~~FIRST~~ of this agreement, or in the event she fails to conduct herself in accordance with recognized standards of morality, or brings party of the first part into disgrace or disrepute by reason of any immoral or improper conduct on her part, the trust mentioned in Paragraph ~~FIRST~~ of this agreement shall terminate and all property and income held

137230

Hart

Hart

DEFENDANT'S EXHIBIT

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Filed

JAN 16 1925

L. E. LAMPTON, County Clerk

By

S. Merrill

DEPUTY

DECLARATION OF TRUST.

Mrs Hart

TRUST No. 1375

1 THIS DECLARATION WITNESSETH: That the Security Trust & Sav-
2 ings Bank, a corporation, organized and existing under the laws of
3 the State of California, with its principal place of business in
4 the City of Los Angeles, in said State, hereinafter called the
5 "Trustee", does hereby admit, certify and declare that it has re-
6 ceived from WILLIAM S. HART, of Los Angeles, California, hereinafter
7 called the "Truster", that certain property which is particularly
8 described in the Property List hereto attached and made a part here-
9 of; that no consideration was paid by the Trustee for said property
10 and that it will be held by the Trustee in trust pursuant to the
11 terms and conditions, and for the uses and purposes hereinafter set
12 forth, to-wit:

13 FIRST - To invest, reinvest, loan, reloan and keep loaned or
14 invested, each and every part of the trust funds in such securities,
15 properties and investments and upon such terms and conditions as to
16 it may seem best and practicable in view of the trust purposes herein
17 expressed, it being the desire of the Truster and the intention of
18 the Trustee that the securities mentioned in the Property List shall
19 be held in their present form until maturity and payment when due,
20 and that no change in, or conversion of any such securities before
21 maturity shall be made except to prevent material loss to the trust
22 and provided further, however, that the expression of such desire
23 and intention shall be in no manner a limitation upon, or in deroga-
24 tion of the powers of the Trustee to make such investments, sales
25 or changes in the trust property as it may deem advisable and for
26 the best interests of the trust, it being understood and agreed th
27 the Trustee will not make any loans or investments that are not
28 authorized by law as investments or loans for savings' banks.

29 SECOND - That from the gross income derived from the trust
30 property or from the principal, if necessary, there shall be firs
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1 paid any and all taxes, costs, expenses and charges of every kind
2 and nature incurred by the Trustee, or to which it may be entitled
3 in connection with the care, management or protection of this trust,
4 including a compensation for its own services as follows:

5 (a) An annual compensation of Five Hundred (\$500.00)
6 Dollars, payable semi-annually for its ordinary or
7 usual duties as such Trustee.

8 (b) A reasonable compensation for any unusual or
9 extraordinary services rendered by the Trustee in
10 connection with this trust.

11 THIRD - That the term "net income", as the term is herein used
12 may mean the gross income from the trust property, less each and
13 every item, the payment of which by the Trustee is authorized under
14 Paragraph Second hereof; that the entire net profits and income
15 which may accrue or arise from the trust property shall be the proper-
16 ty of, and by the Trustee paid to Winifred Hart of Los Angeles,
17 California, the wife of William S. Hart, in monthly installments,
18 until the determination of this trust for one of the reasons herein-
19 after set forth; that the said Winifred Hart shall be hereinafter
20 called the "Beneficiary"; that the income which accrues up to the
21 date of this instrument shall be apportioned and paid to the Trust-
22 or when received by the Trustee.

23 FOURTH - That the trust hereby declared shall cease and deter-
24 mine upon the happening of any or either of the following events:

25 (a) The death of the Trustor or of the said
26 Winifred Hart.

27 (b) The granting of a final judgment or decree
28 of divorce by a court of competent jurisdic-
29 tion dissolving the bonds of matrimony exist-
30 ing between the said William S. Hart and
31 Winifred Hart.

32 (c) By mutual written consent of William S. Hart
and Winifred Hart properly executed and filed
with the Trustee requesting that this trust be
determined and providing the manner in which
the Trustee is to dispose of the property held
in trust.

(d) By the judgment of a court of competent jurisdic-
tion terminating this trust and providing the
manner in which the property held in trust is to
be distributed.

1 FIFTH - That should this trust be terminated by reason of the
2 death of either the Trustor or the Beneficiary, the entire trust
3 estate then remaining in the hands of the Trustee, after all costs,
4 fees, expenses and liabilities of the Trustee arising out of, or
5 relating to this Trust, have been fully paid, shall be, by the
6 Trustee, conveyed, transferred and delivered to the said Winifred
7 Hart, or to her heirs, legatees, devisees, executors or administra-
8 tors.

9 SIXTH - That should the trust hereby declared be terminated
10 by reason of the entry of a final decree of divorce as provided in
11 Paragraph Fourth, then, upon such termination and upon the delivery
12 to the Trustee by the said Winifred Hart of an instrument duly made
13 and acknowledged by the said Winifred Hart releasing all of her prop-
14 erty rights against the Trustor and his estate arising out of the
15 marriage relation now existing between them, the entire trust estate
16 then remaining, after all costs, fees and expenses and liabilities
17 of the Trustee arising out of, or relating to this trust, shall be,
18 by the Trustee, conveyed, transferred and delivered in fee to the
19 said Winifred Hart, her heirs, legatees, devisees, executors or admin-
20 istrators.

21 SEVENTH - That the Trustor and the said Winifred Hart jointly,
22 but not otherwise, may revoke this trust in whole or in part at any
23 time hereafter, by notice of revocation addressed and delivered to
24 the Trustee by the Trustor and the said Winifred Hart at its Guaranty
25 Office, and, upon the written approval of the Trustee first having
26 been obtained, may, any time hereafter amend or alter the terms of
27 this Declaration, provided, however, that no such revocation shall be
28 effective for any purpose unless and until all sums which may be due
29 the Trustee pursuant to the terms hereof shall have been fully paid
30 and the Trustee shall have been fully released and discharged from
31 all of the then existing liabilities and obligations of every kind
32 nature whatsoever affecting the Trust Property or the Trustee in
relation thereto, notwithstanding anything to the contrary her-
tained.

1 EIGHTH - It is expressly provided as one of the limitations
2 imposed upon the said trust by the Trustor that no part of the
3 Beneficiary's interests, either in the principal or income thereof,
4 shall, during the life of this trust be, in any event, amount or
5 degree, subject to sale, assignment, pledge or transfer by the
6 Beneficiary, nor shall the use or enjoyment thereof be in any manner
7 or degree anticipated or derived by the Beneficiary except upon the
8 terms, at the times and for the purposes herein provided, and no part
9 nor all of the interests of the Beneficiary in said trust, either in
10 the principal or income thereof, shall be subject to levy or execu-
11 tion, or any other process in behalf of any creditors, nor in any
12 way chargeable with the debts of the Beneficiary.

13 NINTH - And in connection with the handling, management and
14 control of the trust property by the Trustee, it is expressly agreed:

- 15 (a) That the Trustee may make all disbursements
16 of cash income or cash principal by its check
17 and shall not be required to make disbursements
18 more often than once each month; that the Trust-
19 ee shall not be required to pay interest on
20 funds pending disbursement or investment thereof;
21 and that the Trustee is and shall be at all times
22 vested with the sole power and discretion to
23 determine for any and all purposes of this trust
24 what shall constitute principal of the trust
25 estate, gross income therefrom, and net income
26 available for distribution under the terms of
27 this trust.
- 28 (b) That it is an express condition of this trust
29 that the Trustee shall not be responsible for the
30 nature, value or extent of its titles to any real
31 or personal property that may be at any time a
32 part of this trust, nor for any adverse or con-
flicting claims or interests therein of other per-
sons, nor for the value, validity, or collectibility
of any securities or notes or other papers which
have been or may be received by it, but that its only
liability shall be for such rights, titles and
interests as it has received or may hereafter acquire
under conveyance, assignments, and/or transfers of
the Trust Property.
- (c) That the Trustee shall have a first lien upon all
of the trust estate, both income and principal., for
the repayment, with legal interest, of all costs,
expenses, and fees of this Trust, of all sums which
may be advanced by the Trustee for trust purposes,
and of all liabilities which may be incurred by or
accrue against the trustee in relation to the Trust

Property or Trust Estate.

1 (d) That the Trustee may defend or prosecute suits
2 in relation to this trust, in its discretion,
3 but shall not be required to do so, and the Trust-
4 ee, will, in no event, be required to defend or
5 prosecute any suit unless and until a sum of money,
6 sufficient, in its judgment, to defray the expenses
7 of litigation and its reasonable charges, shall
8 have been deposited with it; and provided further
9 that either of the parties interested in this trust
10 may, at his or her option, prosecute or defend such
11 actions for the protection of their respective
12 interests.

13 (e) That the Trustee may act upon such information
14 concerning the issuance or non-issuance of a final
15 judgment or decree of divorce by a court of com-
16 petent jurisdiction as to the said Trustee may seem
17 sufficient and proper evidence thereof, provided,
18 that the Trustee shall require from any party making
19 any claims under this trust, based upon an alleged
20 final judgment or decree of divorce, a proper cer-
21 tified and authenticated copy of such judgment or
22 decree, and upon receipt thereof, such evidence
23 shall be conclusive and binding upon the Trustor and
24 the said Minifred Hart; and that whenever any prop-
25 erty rights or interests are transferable or distribu-
26 table by reason of the death of any person, then the
27 death of such person must be established to the
28 satisfaction of the Trustee before the Trustee may
29 be required to act.

30 (f) That the Trustee shall, upon the request of either
31 the Trustor or the Beneficiary, furnish a semi-
32 annual statement showing in condensed form the con-
33 dition of the trust estate and the balance and
34 character of the trust property in the hands of the
35 Trustee, on the first of January or the first of
36 July last preceding the date of any request for such
37 statement.

38 TENTH - That the conditions and provisions hereof shall in-
39 ure to and bind the Trustee and its successors in trust, and the
40 Trustor and all other persons legally in interest, their heirs,
41 legatees, devisees, executors or administrators.

42 Dated: Los Angeles, California, this 12th day of May, 1933.

43 SECURITY TRUST & SAVINGS BANK, Trustee,

44 By J. Veehuysen,
45 Vice-President

46 By Jas. Stuart,
47 Asst. Secretary.

1 I, WILLIAM S. HART, the Trustor named in the foregoing
2 Declaration of Trust, do hereby certify that the said Declara-
3 tion of Trust fully and correctly sets out the terms and trusts
4 under and upon which the property therein mentioned is to be
5 held, managed and disposed of by the Trustee therein named, and
6 I do hereby agree, consent to, approve, ratify and confirm the
7 same in all particulars.

8 Dated: 12th day of May 1922.

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10 Signed
11 William S. Hart.
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PROPERTY ALSO REFERRED TO IN PROCEEDINGS DECLARATION
OF TRUST No. 1875, between THE SECURITY
TRUST & SAVINGS BANK, TRUSTEE, and WILLIAM G. HART,
TRUSTOR.

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\$60,000.00 Memphis, Tenn, Joint Stock Land Bank Bond,
5s,

\$25,000.00 Salina, Kansas Joint Stock Land Bank Bond,
5s,

All with coupons of November 1st, 1922 and subsequent coupons
attached.

SECURITY TRUST & SAVINGS BANK, Trustee,

By J. Veenhuysen,
Vice-President

By Jas. Stuart,
Asst. Secretary.

William G. Hart,
Trustor.

No. 137230 Dept. 6

IN THE
Superior Court
OF THE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

WINIFRED HART,

Plaintiff

vs.

WILLIAM S. HART,

Defendant

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

APR 14 1975

S. Mendel

Received copy of the within
this day of 19

Attorney for

SCARBOROUGH & BOWEN
SUITE 1225 WASHINGTON BLDG.
PHONE: RICO 3381
LOS ANGELES, CALIFORNIA

Attorney for Defendant,

OK
S.M.
APR 13 1975

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
2 IN AND FOR THE COUNTY OF LOS ANGELES.

3 -----
4 No. 137230. Dept. 6.

5 WINIFRED HART,

6 Plaintiff,)

7 -vs-

8 WILLIAM S. HART,

9 Defendant.)

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW.

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11
12 This cause coming on regularly for trial on the 13th
13 day of January, 1925, in Dept. 6 of the above entitled court,
14 Hon. Albert Lee Stephens, Judge presiding, without a jury (a
15 jury trial having been waived by the parties hereto), Messrs.
16 Ingle Carpenter and Chas. W. Fourl appearing as attorneys for
17 plaintiff, and Messrs. Scarborough & Bowen appearing as at-
18 torneys for defendant, and evidence having been introduced on
19 behalf of the respective parties hereto and said cause having
20 been submitted to the court for its decision, and the court
21 being fully advised in the premises, now makes and files its
22 findings of fact and conclusions of law:

23
24 FINDINGS OF FACTS:

25 I.

26 That each and all the allegations and averments con-
27 tained in paragraphs I, II, III and IV of plaintiff's complaint
28 are true.

29 II.

30 That the allegations of paragraph V of the complaint
31 are not true.
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III.

That each and all of the allegations contained in paragraphs VI and VII of the complaint are not true, and in that connection the court finds, that the plaintiff was not compelled, influenced, or induced, to sign the said contract set out in paragraph IV of the complaint, through any coercion, duress, undue influence, or fraud of any kind, or by reason of any threats, or representations of the defendant, but that the plaintiff signed and executed the said contract freely, voluntarily and with a full understanding of its terms and conditions, and under the independent advice of her own attorney, separate and apart from the defendant, or his attorney.

IV.

That as to paragraph VIII of said complaint, the court finds that paragraph SIXTH of the said property settlement agreement, set forth in plaintiff's complaint, to the extent and in so far as said paragraph SIXTH restrains the plaintiff from exercising a lawful profession, trade or business, or from engaging in work or services for hire, is void, inoperative and against the public policy of the State of California; that the income derived from the trust fund of \$100,000. provided by the defendant for the plaintiff is not insufficient for the support of the plaintiff and her dependents, and was not known to be insufficient to the defendant at the time of making the same, and was not made insufficient by the defendant at the time of making same and was not made insufficient after eighteen months from the date thereof by the defendant for the purpose or with the intent upon the part of defendant to force plaintiff to secure a divorce from defendant within that period of time; that plaintiff had no money or property of any kind for her support other than the moneys to be paid her under the said property settlement and her own personal services at the time of the making of the said property settlement agreement or at all; that said paragraph SIXTH of said property

1 settlement agreement set forth in plaintiff's complaint, is not
2 associated with the general purpose of the said contract, to-wit,
3 the property settlement between the parties, and that the purpose
4 and intent of the parties in the insertion of said paragraph
5 SIXTH therein was not to provide that the child of said parties
6 should be looked after by its mother exclusively or that she
7 should give her whole attention to the care, custody and support
8 of the said child; that said paragraph SIXTH of said property
9 settlement agreement is separable and severable from the general
10 purpose of the said contract without affecting the general pur-
11 pose and intent thereof, except that it is true that the parties
12 intended by the terms of said paragraph SIXTH that it should be
13 construed with paragraph SEVENTH of the same agreement and that
14 plaintiff should, during the period referred to in paragraph
15 SIXTH be governed and restrained by the terms of paragraph
16 SEVENTH of said agreement.

17 V.

18 That as to paragraph IX of said complaint, the court
19 finds that the general and expressed meaning and intent of
20 paragraph SEVENTH of said property settlement agreement is so
21 clear as to need no advice from this court.

22 VI.

23 That each and all the allegations and averments con-
24 tained in paragraph X of plaintiff's complaint and paragraph
25 VIII of defendant's answer are untrue except that it is true
26 that plaintiff has several offers to work as a motion picture
27 actress and is desirous of accepting same and that paragraph
28 SIXTH of the said property settlement agreement if left out-
29 standing and without its legal effect having been declared by
30 a court of competent jurisdiction, may cause serious injury
31 and inconvenience to the plaintiff in that she will be refused
32 employment, when the knowledge of the same shall be made known

1 to her employer and that it is necessary that plaintiff work
2 as a motion picture actress to keep herself before the public
3 so that her reputation and value as a motion picture actress
4 in motion pictures shall not depreciate and it is true that plain-
5 tiff did not engage in her profession for some time prior to her
6 and defendant's marriage and has not done so since, and that by
7 reason thereof her reputation as a motion picture actress has
8 already depreciated but that further such depreciation will occur
9 with further delay in resuming her said profession.

10 VII.

11 That as to paragraph II of defendant's answer, the court
12 finds that plaintiff engaged and employed her own independent
13 attorney to help her in negotiations prior to the making of said
14 property settlement agreement and that said attorney did help
15 her therein and in conjunction with the defendant's attorney,
16 did aid in the preparation of said agreements and in the con-
17 sideration and discussion of all its terms and the final signing
18 and execution of said property settlement agreement and that
19 during all said time plaintiff was advised, aided and directed
20 by her own attorney separate and apart from the defendant or his
21 said attorney, and that the said attorneys, acting for each of
22 said parties, did not, nor did either of them, devise any fraudu-
23 lent or coercive scheme, or commit any act of fraud, or coercion,
24 and they acted in said matter free from any suspicion of wrong
25 doing, of any kind.

26 VIII.

27 That as to paragraph VI of defendant's answer the court
28 finds that the income derived from both of the trust funds, pro-
29 vided for in the said agreement, is payable to the plaintiff,
30 and has been collected and received by her ever since the date
31 of the agreement, and in addition thereto the defendant has
32 paid to the plaintiff the sums provided for in said agreement,
and that said income and sums paid to the plaintiff by the

1 defendant under said agreement are ample and sufficient to sup-
2 port the plaintiff and said child.

3 IX.

4 That as to paragraph VII of defendant's answer, the
5 court finds that defendant is now and for many years heretofore
6 has been engaged in business as an actor and star in the making
7 of motion pictures and that in such business he has built up a
8 world-wide reputation and an expensive and valuable business,
9 but finds that if plaintiff engaged in her profession or busi-
10 ness after her marriage, the use by plaintiff of the defendant's
11 name or the advertising of herself as the wife of defendant or
12 his ex-wife would not greatly or at all injure defendant's
13 reputation or his business or profession or bring upon him
14 reproach or any criticism; that clauses or paragraphs SIXTH
15 and SEVENTH in said property settlement agreement between the
16 parties hereto were inserted in said agreement to protect the
17 defendant from such alleged possible injury, and to protect him
18 in his desires as to the matters therein referred to, and to
19 prevent plaintiff from commercializing or using their unhappy
20 domestic difficulties, or any of them, in her business, but it
21 is not true that they, or either of them, or any part thereof,
22 were, or was, included in such property settlement to promote
23 the care or welfare of their expected child nor to insure its
24 proper nurture or care or to preserve or to protect it from
25 neglect.

26 X.

27 That ever since the establishment of said trust for
28 plaintiff's benefit the plaintiff has accepted and received the
29 income growing due thereon, and that said income has amounted to
30 the sum of \$4900.00 per annum, free of all expenses or taxes;
31 that this defendant has paid to the plaintiff, and the plaintiff
32 has accepted and received, the other sums provided to be paid in

1 paragraph FIFTH of said agreement; that the plaintiff has also
2 received, since the birth of said child, the income accruing
3 upon the trust created in pursuance of said agreement for the
4 benefit of said child, in accordance with paragraph THIRD of
5 said agreement, and such income has amounted to the sum of
6 \$4750.00 per annum; that during all of said time the plaintiff
7 has received and accepted the said benefits derived from said
8 trust, and has never made any objections thereto, nor has she
9 ever rescinded the same, nor offered to restore any of the
10 benefits received, or derived, therefrom.

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13 CONCLUSIONS OF LAW:
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15 As conclusions of law from the foregoing facts the
16 court finds and decides:

17
18 I.

19 That plaintiff is entitled to a decree that said
20 paragraph SIXTH of said property settlement agreement, made
21 on the 12th day of May, 1922, by and between William S. Hart,
22 as first party, and Winifred Hart, as second party, be declared
23 void, inoperative and without force or effect and against public
24 policy of the State of California, to the extent and in so far
25 as said paragraph SIXTH restrains the plaintiff from exercising
26 a lawful profession, trade or business, or from engaging in
27 work or services for hire, and that to said extent said para-
28 graph SIXTH be declared to be separable and severable from the
29 general purpose and intent of the said property settlement agree-
30 ment, and that paragraph SIXTH and paragraph SEVENTH of said pro-
31 party settlement agreement be construed together so that the
32 plaintiff shall not use defendant's name, or names by which he

1 is known, as set up in said paragraph SEVENTH, at any time during
2 the life of the said property settlement agreement.

3 II.

4 That the expressed intent and purpose of said paragraph
5 SEVENTH of said property settlement agreement is so clear as to
6 need no interpretation or advice from this court.

7 III.

8 That plaintiff is entitled to a judgment against defend-
9 ant for her costs incurred herein.

10 Let judgment be entered accordingly.

11 Dated: April 14th, 1925.

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14 Albert W. Stephens
15 Judge of the Superior Court.
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No. 137250 Dept. 6

577
126

IN THE
Superior Court
OF THE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

WINIFRED HART,

Plaintiff

vs.
WILLIAM S. HART,

Defendant

JUDGMENT.

FILED

L. L. ...
S. M. Mill

Received copy of the within
FILED
APR 15 1925
BOOK 577 PAGE 126
ENTERED Apr 15 1925
APR 15 1925
Attorney for 244 - Leveque DEPUTY

SCARBOROUGH & BOWEN
SUITE 1225 WASHINGTON BLDG.
PHONE, FIVE 1381
LOS ANGELES, CALIFORNIA

Attorney for Defendant.

APR 15 1925

IN THE
SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE
COUNTY OF LOS ANGELES

Hart

Plaintiff.
vs.
Hart

Defendant.

} ss.

No. 139230

The foregoing attached papers constitute the Judgment Roll in this action.

Filed APR 15 1925

L. E. LAMPTON, County Clerk

By [Signature]
Deputy

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF LOS ANGELES.

No. 137230 Dept. 6.

WINIFRED HART,

Plaintiff,

vs.

WILLIAM S. HART,

Defendant.

JUDGMENT.

This cause having been tried in Dept. 6 of the above entitled court, Hon. Albert Lee Stephens, Judge presiding, Messrs. Ingle Carpenter and Chas. W. Fourl appearing as attorneys for plaintiff, and Messrs. Scarborough & Bowen appearing as attorneys for defendant, and the court having ordered that judgment be entered in favor of plaintiff and against the defendant in pursuance of and in accordance with the written findings of fact and conclusions of law rendered and filed in this cause.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that paragraph SIXTH of the said property settlement agreement, made on the 12th day of May, 1922, by and between William S. Hart, as first party, and Winifred Hart, as second party, be and the same is hereby declared void, inoperative, and without force or effect and against the public policy of the State of California, to the extent and in so far as said paragraph SIXTH restrains the plaintiff from exercising a lawful profession, trade or business, or from engaging in work or services for hire, and that to said extent said paragraph SIXTH be declared to be separable and severable from the general purpose and intent of the said property settlement agreement, and that paragraph SIXTH and paragraph SEVENTH of said property settlement

1 agreement be construed together so that the plaintiff shall
2 not use defendant's name, or names by which he is known, as
3 set up in said paragraph SEVENTH, at any time during the life
4 of the said property settlement agreement.

5 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
6 expressed intent and purpose of said paragraph SEVENTH of said
7 property settlement agreement is so clear as to need no inter-
8 pretation or advice from this court.

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plain-
10 tiff do have and recover of and from the defendant her costs in-
11 curred herein, and taxed in the sum of *Twenty Eight* $\frac{28}{100}$
12 dollars.

13 Judgment rendered this 14th day of April, 1925.

14
15
16 *Albert P. Curtis.*
17 Judge of Superior Court.
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STATE OF CALIFORNIA, }
County of Los Angeles, } ss.

Chas. W. Fourn

being first sworn, says: I am one of the attorneys of the party who claims costs herein, and as such am better informed than such party, or than any of my associate counsel herein, relative to the costs and disbursements mentioned within; to the best of my knowledge and belief the items in the within memorandum of costs and disbursements are true and correct and have been necessarily incurred in this cause, which was called for trial, though not tried on the following dates 1/8-1/9/25 and was actually tried on the following dates 1/13-15-16-19/25 that the witnesses named within were actually in attendance on the dates set opposite their respective names, and actually traveled the number of miles claimed for each; that fees and mileage are not claimed for witnesses on dates when there was a continuance at the request of the party claiming costs; that mileage is not claimed for witnesses for continuous days of attendance; that each of the witnesses named in the within memorandum was, in my best judgment, a necessary material witness; that the persons named as process servers actually and necessarily traveled the number of miles claimed by them in order to serve such process; that proof of such service has been filed with the Clerk of this Court;

(the decision of the Court herein was filed April 14, 1925, 192)

1. That the verdict of the jury herein was filed ~~on~~ April 14, 1925, 192)
(the cause was dismissed by order of plaintiff 192)

that the first notice or knowledge, direct or indirect that either the party claiming costs, or any of my associate counsel, or myself

2. Had of the (filing of the decision) herein was on April 15, 1925, 192)
(dismissal of said cause)

Chas W Fourn

Subscribed and sworn to before me this 20th day of April, 1925, 192)

L. E. LAMPTON, County Clerk,

L. A. Wagner
Notary Public.

By _____ Deputy.
Note: At 1 and 2 strike out unnecessary lines. (SEAL)

ORIGINAL

No. 137230 Dept. 6

SUPERIOR COURT

FILED HERE

vs.

4/15/25
WILLIAM S. BART

MEMORANDUM OF COSTS AND DISBURSEMENTS

Received a copy of within paper this 20th

day of April, 1925

Deborah A. Bowen
Attorney for defendant

FILED

APR 20 1925

L. E. LAMPTON, County Clerk

DEPUTY

Chas W Fourn

Va. 8269

*Attorneys for Plaintiff
577 2nd St
186*

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

No. 137230

WINIFRED HART,
Plaintiff,
vs.
WILLIAM S. HART
Defendant.

**MEMORANDUM OF COSTS AND
DISBURSEMENTS**

CLAIMED BY PLAINTIFF

Sheriff's fees						\$
1-Clerk's fees	filling					\$7.00
2-Reporter's fees	Dates: 1/13/25, 1/16/25		2	days at \$ 5.		\$10.90
NOTARY FEES:						
	Name of Notary			Nature of Document		fee claimed \$
3	L. A. Wagner			complaint		.50
4	L. A. Wagner			Mem. of costs		.50
5	L. A. Wagner			affidavit re trial		.50
6	L. A. Wagner			Ret. on summons		.50
7						fee claimed \$
8						fee claimed \$
9						fee claimed \$
10						fee claimed \$
11	JURY FEES: Dates			days at \$		\$
	Jury mileage estimated by clerk					
	WITNESS FEES AND MILEAGE:					
	Witness	Dates In Court	Fees	Miles traveled (One way only)	Place from Which claimed	
12	Sophie Westover	1/13-16/25	4.00	10 at 10c; \$1.	Hollywood	\$5.
13			\$	at 10c; \$		\$
14			\$	at 10c; \$		\$
15			\$	at 10c; \$		\$
16			\$	at 10c; \$		\$
17			\$	at 10c; \$		\$
18			\$	at 10c; \$		\$
19			\$	at 10c; \$		\$
	SERVING PROCESS					
	Served by	Persons served	Process served	Fees	Miles (one way)	Mileage
20	W. P. Rays	William S. Hart	complaint	\$.50	10 @ 15c; \$1.50	\$2.00
21				\$	@ c; \$	\$
22				\$	@ c; \$	\$
23				\$	@ c; \$	\$
24				\$	@ c; \$	\$
25				\$	@ c; \$	\$
	MISCELLANEOUS ITEMS OF COSTS:					
26						\$
27						\$
28						\$
29						\$
30						\$
31						\$
32						\$
33						\$
34						\$
35						\$

TOTAL \$ 25.00

COSTS TAXED BY ORDER OF COURT \$

NOTE—If motion to tax costs is made, notice must refer to items objected to by above number, and be supported by affidavits, served with notice. Counter affidavits must be served and filed by party claiming costs at least one day before the motion is heard.

ORIGINAL
No. 117230 Depl. 6

IN THE
Superior Court
OF THE
STATE OF CALIFORNIA,
In and for the County of Los Angeles.

WILLIAM WARE

Plaintiff

vs.
WILLIAM S. WART

Defendant

NOTICE OF ENTRY OF JUDGMENT

Received copy of the within notice
this 20th day of APRIL 1925

FILED

APR 20 1925
Attorney for Plaintiff
E. LAMPTON County Clerk

DEPUTY

Charles Carver &
CHAS. W. FOURL
920. DETWILER BUILDING
412 WEST SIXTH STREET
LOS ANGELES, CAL.
PHONE VA NOISE 8260

Attorney for Plaintiff
ADDRESS: 910 N. BAYVIEW ST. LOS ANGELES, CAL.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF LOS ANGELES.

No. 137230. Dept. 6.

1
2 WINIFRED HART,

3 Plaintiff,

4 vs.

5 WILLIAM S. HART,

6 Defendant.

NOTICE OF ENTRY OF
JUDGMENT.

7
8
9 To the defendant above named and to Messrs. Scarborough &
10 Bowen, his attorneys:

11 YOU AND EACH OF YOU WILL HEREBY TAKE NOTICE that the
12 judgment in the above entitled case, in accordance with the find-
13 ings and decision of the court, was on the 15th day of April, 1925,
14 duly docketed and entered by the clerk of the above entitled
15 court in Book 577, at page 126 of Judgments, Records of said
16 court.

17 Dated: April 20, 1925.

18 Charles H. Fournier

19 Irving Carpenter

20 Attorneys for plaintiff
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ORIGINAL,

No. 137250

Dept. 6

IN THE

Superior Court

OF THE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA,

MINIFRED HART,

Plaintiff

vs.

WILLIAM S. HART,

Defendant

CALL OF EXCEPTIONS
AFTER TRIAL AND DECISION.

FILLED

MAY 20 1925

Superior Court, County Clerk

S. J. Marshall

Retained copy of the within Bill of Exception

this 24 day of April 1925.

Carpenter & Fowl

Attorney for Defendant

SCARBOROUGH & BOWEN
SUITE 1225 WASHINGTON BLDG.

PHONE: PICO 3381

LOS ANGELES, CALIFORNIA

Attorney for Defendant

1 IN THE SUPERIOR COURT OF LOS ANGELES COUNTY,

2 STATE OF CALIFORNIA.

3
4 WINIFRED HART,)

No. 137230

5 Plaintiff,)

6 -vs-)

BILL OF EXCEPTIONS
AFTER TRIAL AND DECISION.

7 WILLIAM S. HART,)

8 Defendant.)

9
10
11 . This action came on for trial on January 13,
12 1925, before the said court, in Department 6, sitting without
13 a jury, and the parties appeared by their respective attorneys.

14 After the case was called, but before the intro-
15 duction of evidence, the defendant stated to the court that
16 he was unable to determine from the complaint whether the
17 plaintiff was seeking to set aside and have declared void
18 the entire contract or only paragraph SIXTH thereof, leav-
19 ing the remainder of said contract in force, and thereupon
20 the defendant moved the court to determine and settle the
21 issues of this case, and upon what issues, if any, evidence
22 should be received.

23 That thereupon the plaintiff, through her counsel,
24 stated and stipulated that plaintiff by her complaint was
25 not seeking to set aside, or have declared void, the entire
26 contract, but only paragraph SIXTH thereof, which paragraph
27 plaintiff claimed was separable from the remaining part of
28 the contract, and was void because it was in restraint of
29 trade, and in violation of Sections 1673, 1674 and 1675 of
30 the Civil Code, and such paragraph was also void because it
31 was inserted in the contract through coercion of the plain-
32 tiff.

1 That thereupon the defendant objected to the intro-
2 duction of any evidence by the plaintiff under her complaint,
3 upon the ground that said complaint does not state facts suf-
4 ficient to constitute a cause of action, for the reason that
5 if paragraph SIXTH is void it is void upon the face of the
6 complaint and no evidence is required; and that it is not
7 separable from the remainder of the contract according to
8 the terms thereof, and no evidence is admissible to show
9 any other term or intent of the parties than the contract
10 itself; that allegations of the complaint are insufficient
11 to show that paragraph SIXTH was inserted in the contract
12 by coercion, or undue influence, exerted by the defendant
13 upon the plaintiff, and that such coercion, or undue influ-
14 ence could not be relied upon because it is not alleged that
15 there was any rescission of the contract by reason thereof,
16 and by receiving and retaining the benefits of said contract
17 the plaintiff had ratified the same.

18 That after argument on the points raised the court
19 overruled the objection, and ordered that evidence be intro-
20 duced upon the question as to whether or not there was any
21 fraud, coercion, or undue influence, in making the contract,
22 as alleged in the complaint, and also on the question as to
23 whether or not paragraph SIXTH was separable from the remainder
24 of said contract. To which ruling the defendant excepted.

25 That thereupon the following testimony was intro-
26 duced and received by the respective parties:

27
28 WINIFRED HART, the plaintiff, called as a witness
29 on her own behalf, being duly sworn, testified as follows:

30 I am the defendant's wife. We were married December
31 7, 1921, and I lived with him as his wife until May 10, 1922,
32 at our home, 8341 De Longpre Avenue, Hollywood. Our baby

1 was born September 6, 1922. The negotiations between me and
2 my husband, which ripened into the property settlement agree-
3 ment, were had on May 1, 1922; on that day my husband told me
4 that we could not get along and wanted me to leave the house,
5 that he had \$400,000.00, and that he would give me half of it-
6 \$100,000 to me and \$100,000 to the baby we were then expecting,-
7 and that he would give \$5,000.00 as attorney's fees for an at-
8 torney to look after my interest. On the next day, May 2, 1922,
9 I went to see some friends and they told me of an attorney. I
10 met the attorney at a cafe and he said that he would see Mr.
11 Wetherhorn, who was the defendant's attorney. About two or
12 three days thereafter I asked the defendant why he was so
13 anxious for me to get a divorce and he told me "I am an old
14 man and I want to have a wife and children." And I told him
15 I never would get a divorce; that was one of the conditions
16 when we were married; I did not believe in divorce and he
17 knew that I did not, and I told him that I would not have my
18 little boy standing on the outside of a fence looking in on
19 his yard with other babies in it. I told the defendant they
20 wanted me to go to Reno, Nevada, and get a divorce immediately
21 on signing the contract, but he told me that he wanted me to
22 get a divorce, that he wanted to get rid of me, that was the
23 only thing he wanted. After that I did not have any more
24 conversation with the defendant relative to this proposition
25 of separation and agreement, and he said nothing to me further
26 about the agreement after that talk. On May 10 I came home
27 with my mother and my friend Mrs. Selby and when we came to
28 the doorway I did not have any key to the house and it was
29 the servants' day out and the defendant came to the door and
30 told me that he had told me before to get out of the house, and
31 that he then was refusing me the house and he then went in and
32 slammed the door. I then went to my mother's. Prior to this

1 time a draft of the proposed agreement had been given to Mr.
2 Vaughan, my attorney, and he read it to me. During all of my
3 conversations with the defendant prior to the making of the
4 agreement nothing at any time was said to him relative to my
5 not working, or not going on the screen, or taking any part
6 in motion pictures, or being photographed. The agreement
7 set out in the complaint was signed by me at a place that I
8 had rented at Santa Monica. At the time I signed the agreement
9 I was lying on a couch and my mother and Mr. Vaughan were pre-
10 sent. At that time neither Mr. Hart nor his attorney was pre-
11 sent, but his attorney came up afterwards. The defendant
12 and I prior to our separation discussed my taking part in
13 motion pictures after the baby was born. He told me that I
14 could go to work after the baby was born, but he wanted a
15 baby first. This conversation was quite a while before the
16 signing of the agreement. He said after the baby was born
17 that I could work as his leading woman, and I would be worth
18 \$2,000.00 a week to him. He never said anything to me about
19 not working, or his not desiring that I should work. This
20 conversation was all before there was any trouble between
21 us.

22 The first draft of this agreement was read to me by
23 Mr. Vaughan, but I do not know where it is. I never had it
24 in my possession. I am sure that it did not contain any
25 restrictions as to my working after the baby was born, be-
26 cause there was not anything about my going to work you know.
27 At the time this original agreement was signed, on May 12,
28 we had a discussion as to some of the paragraphs.

29

30

CROSS EXAMINATION.

31

32

It was on May 1, 1922, when the defendant told me
to see an attorney to take care of me to see that I had my

1 rights. Nothing was then said about an agreement. Afterwards
2 I did get an attorney, Mr. Vincent B. Vaughan, who signed the
3 settlement agreement as a witness, and the agreement was ac-
4 knowledged by me before Mr. Vincent B. Vaughan as a notary.
5 At the time I signed the original agreement it had not been
6 signed by Mr. Hart. The places for signatures were both blank
7 when it was presented to me. The contract was first read to
8 me and then Mr. Jones, Mr. L. S. Jones, who also signed as a
9 witness, came up-stairs. He had been down-stairs while we
10 were reading the agreement. Mr. Vaughan, my attorney, is now
11 dead. At the time the agreement was brought to me for signa-
12 ture there were several copies, they were different agreements
13 and all different kinds of things that I signed. When the
14 settlement agreement was brought to me by Mr. Vaughan he read
15 it over to me, I did not read it myself. I suggested a modifi-
16 cation which was made. The modification which I suggested was
17 in the fourth paragraph, relating to the custody of the child.
18 It was at my request that the words "care, control, and" were
19 inserted in that paragraph. Either Mr. Vaughan or myself
20 wrote those words into the contract. Then I signed my initials
21 opposite the words approving them. Mr. Jones had to telephone
22 to Los Angeles about the modification and then these words were
23 inserted, and I signed the agreement there at the same meeting
24 and about the same time. At the time I signed the agreement I
25 was at the house I spoke of at Santa Monica which we moved into
26 on May 11. At the time the contract was read over to me by my
27 attorney, Mr. Vaughan, there was no one present but myself, Mr.
28 Vaughan and my mother, and Mr. Jones was then called up to
29 witness the signature. Mr. Jones was not in the room when we
30 were considering the contract. When Mr. Jones came up to witness
31 the signature he did not enter the discussion of the contracts
32 at all. I had seen a draft of the agreement a few days before

1 I signed it. I do not remember seeing more than the one draft
2 of the contract before I signed it. I never did see Mr. Wether-
3 horn, the defendant's attorney, during the time this agreement
4 was pending. This draft did not contain any clause about my
5 not going to work. When I came to sign the contract I found
6 there was a clause in it by which I agreed not to work during
7 the existence of the trust. I told my attorney I did not want
8 to sign that. He said I would have to sign it, that was the
9 way it was. I told him simply I did not want to sign it and
10 I did not have any money and I did not want to go to court to
11 start any legal proceedings to get money because I thought if
12 nothing was said before the baby was born when the baby was
13 born if it was a little boy my husband would come back and
14 that was the whole thing. I did not believe it would ever come
15 out. My attorney told me to sign the agreement with that clause
16 against my working in it. Mr. Jones had nothing to say about
17 it. My friends Miss Rand and Mr. Taylor, her husband, sent me
18 to Mr. Vaughan, and it was upon their recommendation that I
19 engaged Mr. Vaughan. The defendant did not send me to him.
20 Mr. Vaughan acted for me in the negotiations in the making
21 of this contract, and was present at the time of signing the
22 contract. I never discussed this contract in any way with Mr.
23 Jones. I think I might have known that Mr. Wetherhorn's firm
24 was named Wetherhorn, Hoyt & Jones. I never met Mr. Hoyt. I
25 never saw Mr. Wetherhorn concerning this contract, nor with
26 Mr. Jones or Mr. Hoyt. I never had a copy of the proposed
27 contract and went over it with the defendant. I did not have
28 a conversation shortly after our marriage, in January, with the
29 defendant requesting him to let me go in pictures. I never
30 had such a conversation. He never told me that he objected
31 to my working, and that was not a subject of conversation
32 prior to our marriage. The first time I discovered the clause

1 in the contract prohibiting my working was when they first
2 read it to me out there; I think that it was at Santa Monica.
3 I do not remember that clause having been read to me before
4 that in one of the drafts. I do not think it ever was, in
5 fact I am sure it was not. I do not know whether it was in
6 one of those preliminary drafts or not. The only thing I
7 objected to was I did not want to get a divorce, that was all.
8 I did make an objection to that clause in the contract about
9 not working but I did not make it to Mr. Hart nor either of
10 his attorneys. The only conversation I had about it was with
11 Mr. Vaughan.

12 Q. If you say that was the first time you had seen
13 or heard of that clause and that you objected to it why did you
14 sign the contract with that clause in it?

15 A. Well there was nothing else for me to do. I did
16 not want to make a lot of publicity; I did not want anything
17 to come out about this, that I had been turned out, because I
18 thought if no one knew, when the baby was born everything would
19 be all right. I did not sign by reason of anything that Mr.
20 Hart or his attorneys had said.

21
22 There was then introduced by the plaintiff, and re-
23 ceived in evidence, a document in writing entitled Release of
24 All Demands, signed by the defendant, dated and acknowledged
25 on May 12, 1922, releasing the plaintiff of all claims to
26 any portion of her property, and other claims, being the re-
27 lease provided for in paragraph FIRST of the agreement set
28 out in the complaint.

29 There was also introduced by the plaintiff, and re-
30 ceived in evidence, a Release of All Demands, signed by the
31 plaintiff, and dated and acknowledged on May 12, 1922, re-
32 leasing the defendant from all claims and demands, being the

1 release provided for in paragraph FIRST of the said settlement
2 agreement.

3 There was also introduced by the plaintiff, and re-
4 ceived in evidence a Release of All Demands signed by the plain-
5 tiff and dated and acknowledged on May 12, 1922, releasing
6 all claims and demands against Mary E. Hart, being the release
7 provided for in paragraph NINTH of said agreement.

8 The plaintiff also introduced, and there was received
9 in evidence, a Declaration of Trust, executed by the Security
10 Trust & Savings Bank of Los Angeles, as trustee, certifying
11 that said bank had received the Joint Stock Land Bank Bonds
12 in the sum of \$103,000.00, drawing interest at 5% per annum,
13 with interest coupons of November, 1, 1922, and subsequent
14 coupons attached, payable on November 1, and May 1, of each
15 year, and said trustee held the same upon the trust specified
16 in said Declaration substantially as provided in paragraph
17 SECOND of said agreement, and being the same declaration referred
18 to as Exhibit "A" in the TENTH paragraph of the said settlement
19 agreement.

20 Plaintiff also introduced, and there was received in
21 evidence, a Declaration of Trust, executed by the Security
22 Trust & Savings Bank of Los Angeles as trustee, certifying
23 that it had received from the defendant Joint Stock Land Bank
24 Bonds in the sum of \$100,000.00, drawing interest at 5% per
25 annum, with coupons of November 1, 1922, and subsequent coupons
26 attached, and that it would hold said bonds in trust upon sub-
27 stantially the terms of trust set out in paragraph THIRD of
28 the settlement agreement, being the declaration of trust re-
29 ferred to as Exhibit "B", in paragraph TENTH of the said
30 settlement agreement.

31 In each of said trusts the annual compensation of
32 the trustee was fixed at \$500.00, payable semi-annually.

1 SOPHIE H. WESTOVER, called as a witness on behalf
2 of the plaintiff, being first duly sworn, testified as follows:
3

4 I am the mother of Mrs. Hart. I lived with her after
5 she and Mr. Hart separated. I recall the first draft of the
6 settlement agreement submitted to Mrs. Hart; I was with her
7 when it was read to her, in Miss Mand's office; Mr. Vaughan
8 came there and read it to her; that was prior to Mrs. Hart
9 leaving the house of Mr. Hart. In that first draft there was
10 reference to getting an immediate divorce, or going to Reno to
11 get a divorce, that seemed to be the main thing in it. Mrs.
12 Hart would not sign it at all, or listen to it. There was no
13 clause in it relative to Mrs. Hart refraining from doing any
14 work as a motion picture actress, not that I remember at all.
15 I was present when the final draft of the settlement agreement
16 was signed by Mrs. Hart. It was then read by Mr. Vaughan to
17 her in her bedroom, at our home in Santa Monica. She got up
18 and laid on a couch, because she did not want to be in bed,
19 but she was not dressed. When that final draft was read to
20 her she objected to the clause about not working; she said
21 she would not sign it with that clause in it. Mr. Vaughan
22 told her she had to sign it because they would not do anything
23 for her if she did not. She also objected to the clause re-
24 lating to the custody of the child. She wanted the words
25 "control and custody" put in. Those words were inserted in
26 the agreement in my presence. Mr. Vaughan and Mr. Wetherhorn
27 both died shortly after the contract was executed.

28

29

CROSS EXAMINATION.

30 When the final draft of the settlement agreement was
31 being considered and discussed down at Santa Monica there were
32 present only Mr. Vaughan, Mrs. Hart and myself. As far as I

1 know the entire contract was read over. Mr. Jones came there
2 with Mr. Vaughan, but Mr. Jones remained downstairs while our
3 conference over the contract was had in Mrs. Hart's bedroom up-
4 stairs, and Mr. Jones was not present. When the modification
5 was inserted about the child Mr. Vaughan went downstairs to Mr.
6 Jones and telephoned about it. Then Mr. Vaughan came back up-
7 stairs alone, Mr. Jones only came up-stairs when the contract
8 was being signed in order to witness the signature. He did
9 not enter into any discussion about the contract while he was
10 there.

11
12 WILLIAM S. HART, the defendant, being called in his
13 own behalf, being duly sworn, testified as follows:

14 At the time the plaintiff and I were married we were
15 living at No. 8341 De Longpre Avenue, Hollywood. I had been
16 living there for some time prior thereto. It was my home.
17 The matter of making this settlement contract, dated May 12,
18 1922, was first discussed between the plaintiff and myself
19 on May 1, 1922. Mrs. Hart and I had been in the habit of
20 sitting side by side at the table, and on that evening she
21 went and sat at the head of the table, and I asked her why
22 she did that because she knew I had always joked with her
23 about wanting to have her near me, and she said that she knew
24 I hated her and therefore she was going to get as far away
25 from me as possible, and I said well we will occupy separate
26 rooms. After that we did occupy separate rooms. I then said
27 Winifred we can't get along together, we do not agree, we are
28 not happy. I am very unhappy and we must separate, and she
29 said all right, how much will you give me in the way of a
30 settlement. I told her I would give her \$100,000.00 to be
31 put in trust for herself, and \$100,000.00 to be put in trust
32 for our unborn baby, and that I would pay her a lawyer's fee

1 to any reputable lawyer up to \$5,000.00. She asked me to
2 recommend a lawyer and I told her I could not do so, and I
3 advised her to see her friends and have them advise her what
4 lawyer to get. She said she would do so. The next day she
5 told me that she had seen her lawyer and the lawyer wanted
6 \$5,000.00, and I told her he must be a funny lawyer and to
7 have him see Mr. Wetherhorn, who was acting as my attorney
8 at that time, Mr. Wetherhorn of the firm of Wetherhorn, Hoyt
9 & Jones. At that time Mr. Wetherhorn was very ill and was
10 confined to his bed all the time. From the time we first
11 spoke about contract until the final separation we discussed
12 the terms of the agreement on several occasions. On one of
13 the earlier talks I said to the plaintiff, I am paying you
14 all this money, it is a fortune, I do not want my name com-
15 mercialized. I do not want you to ever use the name Mrs.
16 William S. Hart, and so long as you are my wife I don't
17 want you to work. The question of her not working during
18 the time she was my wife had been discussed prior to that
19 time. About the middle of January, 1922, she wanted to go
20 to work; she said an agent had phoned her and wanted to
21 talk with her about a position and I told her that under no
22 circumstances would I allow her to work, that that was under-
23 stood before our marriage, that she was never to work except
24 with me; if I wanted her to work in my company all right,
25 but she could not work for any one else. In that conversation
26 I referred to in May, but before the 12th of May, about not
27 working, we discussed the terms of the contract in that respect.
28 In a conversation about the 3rd or 4th of May she wanted
29 \$100,000.00 in cash, but I told her that I would not do it,
30 that was my only protection, if she spent the money she could
31 come back on me for more, then after that she wanted half of
32 the baby's money in case the baby was not born, or in case it

1 died, but I would not agree to that. As a matter of fact
2 the two trusts now stand exactly as they did when I first
3 mentioned the proposition to her. When I spoke to her about
4 not working she did not like it. We did not have a draft
5 of the contract before us when we were talking about these
6 things, we were only discussing the terms that were to go
7 into the contract. She informed me that she had secured Mr.
8 Vincent B. Vaughan as her attorney. I did not know him and
9 had never met him, never had any business relations with him,
10 and the first time I saw him was the date the contract was
11 signed. I saw the first draft of the contract before the 12th
12 of May, I saw it in Mr. Wetherhorn's home, and I read it at
13 that time. The copy I saw was typewritten on yellow paper,
14 and at that time this clause about my wife not working was
15 in it. In this preliminary copy of the contract which I saw
16 there was no provision in it relating to the plaintiff going
17 to Reno to get a divorce. I did not see the contract any more
18 until I went to Mr. Wetherhorn's room on May 12th to sign it.
19 When I went there to sign it it had been signed by the plain-
20 tiff, and after I signed the contract Mr. Vaughan and Mr. Jones
21 signed their names as witnesses.

22

23 L. S. JONES, being called as a witness in behalf of
24 the Defendant, being duly sworn, testified as follows:

25 I am a practicing attorney in Los Angeles, and was
26 practicing here in April and May, 1922, in the firm of Wether-
27 horn, Hoyt & Jones. I had knowledge of the settlement agreement
28 between the parties to this action and dated May 12, 1922, but
29 I had nothing to do with its preparation. I signed the docu-
30 ment as a witness. Mrs. Hart signed the document at her re-
31 sidence at Santa Monica. I went down there to get her signature
32 with Mr. Vaughan. I met Mr. Vaughan at Mr. Wetherhorn's house.

1 in Los Angeles. Mr. Wetherhorn was then sick in bed and had
2 been ill and confined to his bed for some time. I met Mr.
3 Vaughan there about one o'clock in the afternoon on May 12.
4 I had never met him before. I was introduced to him by Mr.
5 Wetherhorn, and told that he was Mrs. Hart's attorney. No
6 one else went with us. When we arrived there Mrs. Westover
7 met us at the door and then Mrs. Westover and Mr. Vaughan went
8 up-stairs and I remained down-stairs. Mr. Vaughan took the papers
9 with him up-stairs. They were up-stairs discussing the contract
10 about an hour when I was called to go up-stairs. When I got up
11 Mrs. Hart remarked that she wanted some words added to the con-
12 tract on a certain page regarding the care and custody of the
13 child. I took the document and looked it over, and she and
14 Mr. Vaughan told me the words they wanted inserted. I said
15 that I would have to confer with Mr. Wetherhorn and see if it
16 would be satisfactory, because as I understood it Mr. Hart
17 was at Mr. Wetherhorn's house at that time. I did telephone
18 to Mr. Wetherhorn and went back up-stairs and made the change
19 inserting the words "care, control, and" in the clause relat-
20 ing to the custody of the child. Those words were inserted
21 by Mr. Vaughan, because they are not in my handwriting. Mrs.
22 Hart then signed the contract. I do not recall that there were
23 any other suggestions of changes, or that we entered into any
24 discussion about the contract. After Mrs. Hart had signed
25 the contract Mr. Vaughan and I returned together to Mr. Wether-
26 horn's house where we found Mr. Hart who then signed the con-
27 tract himself in our presence. That was all I had to do with
28 the contract. Prior to that time I had never had any meetings
29 with the parties, or the attorneys, about it.

30
31 FRANK C. HOYT, called as a witness on behalf of
32 defendant, being first duly sworn, testified as follows:

1 I am an attorney, and was practicing as an attorney
2 in Los Angeles in April and May, 1922, in the firm of Wetherhorn,
3 Hoyt & Jones. At the time Mr. Wetherhorn was sick in bed and
4 had been for some time. Mr. Jones and I attended to the affairs
5 of the firm at the office. There were some matters that Mr.
6 Wetherhorn met the clients on at his home. He was unable to leave
7 his home under the circumstances at that time. He usually tele-
8 phoned to me to come there at the time the parties were there,
9 or come afterwards, and from his notes draw any legal documents,
10 pleadings, or papers, that might be necessary in connection with
11 such transactions. I recall preparing the property settlement
12 agreement between the parties to this action, dated May 12, 1922.
13 I drafted it and redrafted it until I had prepared one that was
14 finally signed by the parties. I prepared all of the drafts
15 or copies of the agreement prior to the final one. I talked
16 with Mr. Wetherhorn about the facts from the notes he had and
17 the suggestions that he had to make as to the subject matter,
18 I dictated the phraseology of the agreements and prepared them,
19 resulting in the final agreement. We made several drafts and
20 I prepared the final agreement also. I started the preparation
21 of the contract some ten days or two weeks prior to May 12.
22 I never had any conversation with Mr. Hart. I got my data
23 from Mr. Wetherhorn.

24
25 The witness here produced four drafts of the agree-
26 ment set out in the complaint, one of them the witness stated
27 was among the first preliminary drafts, which was marked Exhibit
28 1, and the other two were duplicates being the next draft marked as
29 Exhibit 2, and the fourth document was a copy of the settlement
30 agreement as set out in the complaint.

31 In the first draft paragraph FIVE thereof was as
32 follows:

1 "5. And party of the second part agree
2 that she will not, during the life of the trust
3 mentioned in paragraph 1 of this agreement, engage
4 in or perform any work or services of any kind or
5 character for hire, and that she will not, upon
any conditions, do or engage in any work as a
motion picture actress or artist, or permit her-
self to be photographed for motion pictures or
advertising purposes."

6 And this same clause was inserted as paragraph SIXTH in the
7 second draft, marked as Exhibit 2, and in the final draft.

8
9 The witness continuing:

10 Paragraph FIFTH in the first draft of the contract
11 relating to the plaintiff not working was inserted as a result
12 of my previous conversation with Mr. Wetherhorn. The duplicate
13 preliminary draft, marked Exhibit 2, was the next draft following
14 the first draft, Exhibit 1, including the changes; after the
15 second draft marked Exhibit 2 was made I met Mr. Vaughan at
16 Mr. Wetherhorn's home and had a conference with him about
17 this draft of the agreement marked Exhibit 2. Mr. Vaughan said
18 that he was representing Mrs. Hart. I first saw Mr. Vaughan
19 there at the time we were first starting to prepare these drafts
20 and before the details were worked out at all. We talked over
21 the matter in general terms. After that first conversation
22 after these redrafts had been made we gave Mr. Vaughan a copy
23 of the draft marked Exhibit 2 and I spent an afternoon in con-
24 ference with him at Mr. Wetherhorn's office. Mr. Vaughan was
25 present when Mr. Wetherhorn and I made the notations on the
26 two copies of that draft. After the conference with Mr.
27 Vaughan over that draft we had another conference with Mr.
28 Vaughan very shortly before the final draft and that was the
29 final conference before the final draft of the contract was
30 made. He had taken the contract with the interlineations to
31 confer with his client Mrs. Hart. I never knew of anybody
32 preparing any form of the agreement except myself. I never

1 prepared a draft or form of the agreement which contained the
2 clause that the plaintiff should go to Reno and get a divorce.
3 When we made these interlineations on Exhibit 2 Mr. Vaughan
4 expressed it as his opinion that would be satisfactory, and
5 then the next time I saw him after he took the copy with these
6 notations he said he had gone over it with his client and that
7 it was satisfactory to her, and then followed the final draft.
8 My first conference was had before the first draft, Exhibit 1,
9 was made, and then the second draft, Exhibit 2, was made, and
10 a copy of that was given to Mr. Vaughan after corrections had
11 been made at a conference with him, and then he returned that
12 draft after conference with Mrs. Hart, and then the final draft
13 of the agreement was made. At our conference over draft Exhibit
14 2 Mr. Vaughan made some suggestions, other suggestions were
15 made by Mr. Wetherhorn and myself. I do not recall if Mr.
16 Vaughan ever offered a contract in writing prepared by him-
17 self.

18
19 Thereupon the plaintiff was recalled as a witness in
20 her own behalf, and in rebuttal testified as follows:

21 Q. At any time after you were married did you ever
22 ask the defendant if you could work, or tell him you were going
23 to work in pictures?

24 A. There was an agent as my husband said, that did
25 want me for a picture and we discussed it and I was very sick
26 at the time and I really could not think of doing it and I did
27 not care particularly one way or the other.

28 Q. Did he say you could not do it?

29 A. No. But he said that he thought we ought to have
30 our baby first, because that was the thing we both wanted most.
31

32 Thereupon both parties rested, and cause was argued

1 and the court filed its Findings, Conclusions of Law, and
2 Judgment herein.

3
4 The foregoing constitutes all of the evidence re-
5 lating to the exceptions taken by the defendant, and the
6 specifications as to the Findings.

7
8 The defendant now specifies the following particulars
9 in which the evidence is insufficient to support the findings,
10 or decision of the court, filed herein.

11
12 I.

13 The evidence is insufficient to justify that portion
14 of Finding IV wherein it is found that paragraph SIXTH of the
15 property settlement agreement set out in plaintiff's complaint,
16 to the extent and insofar as said paragraph SIXTH restricts the
17 plaintiff from exercising a lawful profession, trade or business,
18 or from engaging in work or service for hire, is void, inoper-
19 ative, and against the public policy of the State of California.

20 II.

21 The evidence is insufficient to justify that part of
22 the same Finding, IV, wherein it is found that said paragraph
23 SIXTH of the property settlement agreement set out in plaintiff's
24 complaint is not associated with the general purpose of said
25 contract, to-wit: the property settlement between the parties,
26 or that the purpose and intent of the parties in the insertion
27 of said paragraph SIXTH therein was not to provide that the
28 child of said parties should be looked after by its mother
29 exclusively, or that she should give her whole attention to
30 the care, custody and support of the child.

31 III.

32 The evidence is insufficient to justify that portion

1 of the same finding, IV, wherein it is found that paragraph
2 SIXTH of said property settlement agreement is separable and
3 severable from the general purpose of the said contract with-
4 out affecting the intent and purpose thereof.

5 IV.

6 The evidence is insufficient to justify Finding VI
7 wherein it is found that paragraph SIXTH of the said property
8 settlement agreement if left outstanding and without its legal
9 effect having been declared by a court of competent jurisdiction
10 may cause serious injury and inconvenience to the plaintiff in
11 that she would be refused employment, when the knowledge of the
12 same shall be made known to her employer.

13 V.

14 The evidence is insufficient to justify that portion
15 of the same Finding VI to the effect that it is necessary that
16 plaintiff work as a motion picture actress to keep herself
17 before the public so that her reputation and value as a motion
18 picture actress shall not depreciate.

19 VI.

20 The evidence is insufficient to justify that portion
21 of the same Finding VI to the effect that further such depre-
22 ciation will occur with further delay in resuming her said
23 profession.

24 VII.

25 The evidence is insufficient to justify that portion
26 of the first Conclusion of Law, and the Judgment entered in ac-
27 cordance therewith, to the effect that paragraph SIXTH of the
28 settlement agreement was void, inoperative and without force
29 or effect to the extent and in so far as it restrains the plain-
30 tiff from exercising a lawful profession, trade or business,
31 or to that extent said paragraph SIXTH was or should be de-
32 clared separable and severable from the general intent and

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of May, 1922, by and between JOHN DOE, party of the first part, and JANE DOE, his wife, party of the second part, WITNESSETH:

THAT WHEREAS, the party^s of the first and second part are now living separate and apart and desire to settle their respective property rights and interests and to make a final disposition thereof so that neither of the parties hereto shall hereafter have any claim *of value of any kind or character whatsoever which is now owned* against the other for any property, money or thing, or which may hereafter be acquired by either of the parties to this agreement, other than as hereinafter set forth,

AND WHEREAS, it is conceded, stipulated and agreed that there is no community property belonging to the parties hereto,

AND WHEREAS, the party of the second part is now pregnant and it is desired to make suitable provision for the custody, maintenance and education of the child of the parties hereto in the event said child is born and lives,

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual conditions, covenants and obligations of the parties hereinafter set forth, it is agreed as follows:

FIRST - That the party of the second part, in consideration of the deposit of the trust funds and the making of the declarations of trust hereinafter referred to, by party of the first part, and of the other covenants, obligations and conditions contained herein, will, and does hereby release and discharge the party of the first part from any and all claims to any portion of his property, other than as herein provided, or to any existing or alleged community property, earnings, or accumulations now or hereafter held or acquired by

party of the first part, to which party of the second part may, or might, be entitled independent of this agreement by virtue of the laws of the State of California, or of any other State or Country relative to ^{separate or} community property, dower, or in any other manner or form whatsoever, and full satisfaction of any and all claims by party of the second part against the party of the first part arising out of or by reason of the marriage relation, including any present or future ^{separate or} community property, dower rights, ^{maintenance, support,} court costs, alimony, counsel fees, or property, or money claims of any kind or character whatsoever, ^{by party of the second part} is hereby acknowledged, and party of the second part will, upon the execution and delivery of this agreement, execute, acknowledge and deliver to party of the first part a full and complete release, discharge and satisfaction of any and all such claims.

SECOND - That the party of the first part will simultaneously, with the execution and delivery of this agreement, place the sum of One Hundred and Three Thousand (\$103,000.00) Dollars in cash, or in cash and securities, the total market value of which shall amount to the sum of One Hundred and Three Thousand (\$103,000.00) Dollars, with the Security Trust and Savings Bank at Los Angeles, California, to be held by said bank as trustee, upon the following terms and conditions, to-wit:

- (a) To pay to the party of the second part the total net income derived from said money and securities in monthly installments as the same accrues during the life of the party of the second part, or until the trust is terminated as hereinafter provided.
- (b) In the event of the death of the party of the first part, or of the final termination of the marriage relation existing between the parties hereto by the final judgment or decree of a court of competent jurisdiction, the said trust is to terminate and the said trustee is to pay over to party of the second part the entire principal sum so held in trust,

provided and upon condition that party of the second part shall have lived up to and fully performed all of the terms and conditions on her part to be performed as set forth in this agreement, and upon the further condition that, at the time and in the event of such termination of said trust, the party of the second part execute, acknowledge and deliver to said trustee and to party of the first part, his heirs, executors, administrators, or assigns, as the case may be, a full release, satisfaction and discharge of any and all claims to any portion of the property of party of the first part, or to any existing or alleged community property, earnings, or accumulations now, or then, held, or that may thereafter be acquired by party of the first part, to which party of the second part may or might be entitled independent of this agreement, by virtue of the laws of the State of California, or of any other State or country, relative to community property, dower, or in any other manner whatsoever.

- (c) In the event of the death of party of the second part prior to the termination of said trust, the party of the second part is authorized and empowered by will, to make such disposition of said trust fund as she may see fit, provided and upon condition that she has at all times, during her life, lived up to and fully kept and performed all of the terms and conditions of this agreement on her part to be performed, and in such event the trustee is directed to deliver said trust fund and the accrued income thereon to the Executor, or Administrator with the Will annexed of any such Will, to be distributed in accordance with the provisions thereof.
- (d) In the event party of the second part shall not, at all times during the life of said trust, live up to and fully keep and perform all of the terms and conditions on her part to be performed, as set forth in this agreement, or in the event she shall make any claims against party of the first part for support and maintenance, or for the support and maintenance of the child of the parties hereto, in the event of the birth of such child, or for any community property, dower rights, court costs, alimony, counsel fees, or property, or money claims of any kind or character whatsoever arising out of, or by reason of the marriage relation, or of the laws of any State or Country, or for any cause or reason whatsoever, other than as are provided for by the terms of this agreement, then, and in that event, said trust shall immediately terminate and the entire amount of principal and accrued income in the hands of the trustee, shall forthwith be returned and paid to the party of the first part, or to his heirs, executors, administrators or assigns.

THIRD - That the party of the first part will simultaneously, with the execution and delivery of this agreement, place the sum of One Hundred Thousand (\$100,000.00) Dollars in cash, or in cash and securities, the total market value of which shall amount to the sum of One Hundred Thousand (\$100,000.00) Dollars, with the Security Trust and Savings Bank at Los Angeles, California, to be held by said bank as trustee, upon the following terms and conditions, to-wit:

- on or before said date*
- (a) That the said trustee shall hold said sum, ~~and the accruing interest and income thereon for the a period of not to exceed _____ months from and after the date of this agreement,~~ and in the event of the birth of a child to the party of the second part, ~~at this said time,~~ the said trustee to continue to hold the principal thereof in trust, and to pay the net interest and ~~the~~ income thereof to party of the second part for the maintenance, support and education of such child during its minority, provided such child, at all times, remains in the custody of, and is cared for by party of the second part, but in the event party of the second part should, for any reason, cease to have the custody and control of said child during its minority, or in the event of the appointment, by a Court of competent jurisdiction, of a Guardian for such child, then, and in that event, the interest and income to be paid to such guardian or custodian of such child, to be used for its support, maintenance and education as aforesaid, *the income until the birth of said child to be paid to party of the first part,*
- (b) In the event such child is not born living, or in the event of the death of such child during its minority, said trust is thereupon to terminate and all principal and accrued income thereon in the hands of the trustee is to be forthwith returned and paid to party of the first part, his heirs, executors, administrators or assigns.
- (c) In the event such child is born and lives until it reaches the age of majority, the entire amount of principal and accrued income in the hands of the trustee as at such time, is to be paid over and delivered to such child.

FOURTH - It is agreed that in the event such child is born and lives, the party of the second part is to have ^{its} the custody thereof so long as she lives a proper and moral life, and the best interests of the child warrant such custody, ~~but the party of the first part may visit said child at all reasonable times, and if he so desires, may have the temporary custody of the child twice each year for periods not to exceed four (4) weeks each.~~

FIFTH - It is further agreed that party of the first part will, for a period of eighteen (18) months immediately following the date of this agreement, or until the termination of the trust mentioned in Paragraph ^{Second} ~~One~~ hereof in the event the same is terminated in any of the manner therein provided in less than eighteen (18) months, pay to

by the trustee under the terms of said trust, shall revert to and be paid and delivered to party of the first part, the termination of said trust for such cause to be effected only upon the finding of a court of competent jurisdiction that party of the second part has been guilty of such improper or immoral conduct.

NINTH - The party of the second part further agree that she ^{also} will execute and deliver to MARY DOE, the sister of the party of the first part, simultaneously with the signing of this agreement, a full and complete release, satisfaction and discharge of any and all claims and demands of any kind or character whatsoever, which she may or might have against the said Mary Doe.

TENTH - Copies of the declarations of trust referred to in paragraphs ~~First~~ ^{Second} and ~~Second~~ ^{Third} of this agreement are hereto annexed marked respectively, Exhibit "A" and Exhibit "B", and are made a part hereof. It is understood and agreed that said declarations of trust and this property settlement agreement are to be construed together, and full effect given to both, and that all provisions or conditions contained in either are to be as effective and binding upon the parties hereto as if fully set forth in both.

ELEVENTH - It is further mutually agreed, between the parties hereto, that they will each execute and deliver, upon demand of the other, any and all other instruments, documents and papers of any kind or character that may be necessary or proper for the purpose of carrying out the terms and conditions of this agreement.

IN WITNESS WHEREOF, ~~we~~ ^{the parties hereto} have hereunto set ~~our~~ ^{their} hands and seals the day and year in this agreement first above written.

Witnesses:

Party of the First Part. (SEAL)

Party of the Second Part. (SEAL)

~~Provision - Copies of trust agreement referred to in paragraphs First and Second are attached as Exhs. A and B.~~

(Separate acknowledgment for each party.)

ORIGINAL

No. 137230

Dept.

IN THE

Superior Court

OF THE

STATE OF CALIFORNIA,

In and for the County of Los Angeles.

WINIFRED HART

Plaintiff

vs.

WILLIAM S. HART

Defendant

STIPULATION EXTENDING TIME
TO FILE ANSWERS TO BILL
OF EXCEPTIONS

Received copy of the within

this day of

192

FILED

MAY 7 4 1925

Attorney for Plaintiff
by *Ed. J. Jones*
DEPUTY
CLERK
STAMPTON, County Clerk

CHAS. W. FOURL
820 BETWILER BUILDING
412 WEST SIXTH STREET
LOS ANGELES, CAL.
PHONE VANDIKE 8389

Attorney for Plaintiff

HARPER STONE & BARNES, LAW PRINTERS 225 MAY HIGH ST., L.A.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF LOS ANGELES.

No. 137230.

1
2
3 WINIFRED HART,

4 Plaintiff,

5 vs.

6 WILLIAM S. HART,

7 Defendant.

STIPULATION EXTENDING
TIME ON BILL OF
EXCEPTIONS.

8
9
10 IT IS HEREBY STIPULATED and agreed by and between the
11 parties hereto through their respective counsel that the plain-
12 tiff may have ten days' additional time within which to prepare
13 and serve her amendments to defendant's bill of exceptions here-
14 in.
15

16 Dated: May 4, 1925.

17 *Inge Carpenter*

18 *Chas. W. Fowl*

19 Attorneys for plaintiff

20
21 *Scarborough Bowen*

22 Attorneys for defendant.
23
24
25
26
27
28
29
30
31
32

ORIGINAL.

No. 157,250 Dept. 6

IN THE
Superior Court
OF THE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

~~WILLIAM S. HART,~~

Plaintiff

vs.

~~WILLIAM S. HART,~~

Defendant

NOTICE OF APPEAL.

FILED

Received copy of Declaration of Appeal
May 20 1925 of Appeal

this 19 day of May 19 25.

Perforated
County Clerk
DEPUTY

Attorneys for Plaintiff.

SCARBOROUGH & BOWEN
SUITE 1222 WASHINGTON BLDG.
PHONE: PICO 3281

LOS ANGELES, CALIFORNIA

Attorneys for Defendant.

1 IN THE SUPERIOR COURT OF LOS ANGELES COUNTY,
2 STATE OF CALIFORNIA.
3
4

5 WINIFRED HART,

6 Plaintiff,

No. 127,230

7 -vs-

8 WILLIAM B. HART,

9 Defendant.

NOTICE OF APPEAL

10 TO THE CLERK OF SAID COURT, AND TO THE PLAINTIFF, AND HER
11 ATTORNEYS, IN THE ABOVE ENTITLED ACTION:

12 The defendant in the above entitled action hereby
13 appeals to the Supreme Court of the State of California,
14 from the judgment signed and filed on April 14, 1925, and
15 entered on April 15, 1925, in the above entitled action,
16 and from the whole, and each part, thereof, except that part
17 thereof reading as follows:

18 "And that Paragraph Sixth and Paragraph Seventh
19 of said property settlement agreement be construed
20 together so that the plaintiff shall not use the
21 defendant's name, or names by which he is known,
as set up in said Paragraph Seventh, at any time
during the life of said property settlement agree-
ment;"

22 from which excepted portion of said judgment defendant does
23 not appeal.

24 Dated May 19 1925.
25

26 *Scarborough & Bowen*
27 _____
Attorneys for said Defendant.
28
29
30
31
32

IN THE
Supreme Court of the State of California
BANK

Los Angeles No. 8778

FREDERICK HART,

Plaintiff, Respondent.

VS.

WILLIAM S. HART,

Defendant, Appellant.

On Appeal from the Superior Court in and for the

County of

Los Angeles

Superior Court #137230.

And now, at this day, the attorneys of the respective parties having heretofore filed in the office of the clerk of this Court their stipulation in due form, that the appeal in this cause be dismissed without costs.

Whereupon, it is ordered, adjudged, and decreed by the Court that the Appeal from the
Judgment

of the Superior Court in and for the
in the above entitled cause, be and the same

County of **Los Angeles**
is hereby dismissed, without costs.

I, B. GRANT TAYLOR, Clerk of the Supreme Court of the State of California, do hereby certify that the foregoing is a true copy of an original order dismissing appeal entered in the above entitled cause on the 27th day of November, 19 28, and now remaining of record in my office.

Witness my hand and the seal of the Court, affixed at my office, this

28th day of December, 19 28

B. GRANT TAYLOR,

Clerk

By

[Signature]
Deputy

[Handwritten signature]
No. _____
JAN 7 - 1929
JAN 1 - 1929
PAGE 125
1725

IN THE
SUPREME COURT
STATE OF CALIFORNIA

[Handwritten signature]
REMITTITUR

VS.

FILED
29 JAN 3 AM 9 15
BY
LELAHTON ROBERTS
[Handwritten signature]

MISS 11-21-29

[Handwritten signature]
1/1/29