UL v. Carteret, Old Bridge

Copy of Leman's 4/13/87 letter forwarded to Roy

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April 23, 1987

Mr. C. Roy Epps, President Civic League of Greater New Brunswick 47-49 Throop Avenue New Brunswick, NJ 08901

Dear Roy:

Enclosed please find copy of letter from Carla Lerman dated April 13, 1987, which I believe is self-explanatory.

Please telephone me if you have any objection to Carla's continued participation in the case.

Sincerely,

encls

cc/Payne, Neisser, Mt. Laurel Team (w/encls)

April 13, 1987

To all parties in the case URBAN LEAGUE OF GREATER NEW BRUNSWICK vs TOWNSHIP OF OLD BRIDGE

In August, 1986, my husband and I started to build a house on property which we had owned for a number of years, next to our house. Our intention was to complete the house and market it as a finished home.

In November 1986, when the shell was completed we were approached by a passerby who said that his son and daughter-in-law, who lived in Queens, were looking for a house, and might like to buy this one. As he was retired from the construction business, he would oversee the completion of the remainder of the work.

In December, we decided to go this route, met several times, negotiated a price, and reached agreement. During the process of our attorney drawing up a contract, I had occasion to try and reach Leo Stahl, the father of the purchasers, during the day, and he gave me a number where he checked in for messages. This number proved to be the same number as Woodhaven Village. I immediately questioned him, and found that he had worked for Sam Halpern on several projects in Edison, and still used the office to receive telephone messages.

I informed Judge Serpentelli of the situation, and he advised me that if the sale were going through, even though there was no direct connection, all parties should be notified.

In January, 1987, I notified Thomas Hall, Thomas Norman and Jerome Convery. All appeared to agree that the fact that the son of a man who had previously worked for one of the parties in the case on a completely different project had bought a house from me should not create a problem, and I agreed that if and when the sale was consummated, I would notify them again.

In March, 1987, the sale was completed, and I am now informing all parties of this fact.

I do not believe that the coincidental purchase of my property by the son of a man who used to work for one of the plaintiffs in this case would in any way affect my judgment on opinions as the Master in the case. Indeed, if I had not had to make a daytime phone call, I might never have learned of the connection at all. As all paries could attest, the agreement on the sale was reached prior to any knowledge on my part of Mr. Stahl's father's previous employment.

However, if any party feels that my judgment would be influenced by this series of coincidences, I assume they would register a formal protest. In that event, at Judge Serpentelli's direction, naturally I would remove myself from the case.

Sincerely,

Carla L. Lerman, P.P.

cc: Hon. Eugene D. Serpentelli, A.J.S.C. Service List

## Service List

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