

RULS-AD-1981-330

9/28/1981

- Correspondence regarding Order requiring production of information, & Copy of Transcript of oral arguments.
Re: Dobbs v. TP of Bedminster

28 pgs

Notes:

There are a series of dates, I used the most recent date.

57364

SUPERIOR COURT OF NEW JERSEY

ARTHUR S. MEREDITH
JUDGE

RECEIVE



SOMERSET COUNTY COURT HOUSE
SOMERVILLE, NEW JERSEY 08876

September 28, 1981

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RUIS - AD - 1981 - 330

McCarter & English, Esqs.
550 Broad Street
Newark, New Jersey 07102

Attention: Alfred L. Ferguson, Esq.

Re: Dobbs v. Township of Bedminster
Docket No. L-12502-80

Dear Mr. Ferguson:

I have reviewed the objections filed in connection with the form of Order in the above matter and find them without merit. Therefore, the Order which I signed on August 7, 1981, will remain as is.

Very truly yours,

ARTHUR S. MEREDITH, J.S.C.

ASM/jp

CC to Donald A. Klein, Esq.
Thomas F. Collins, Jr., Esq.
Somerset County Clerk ✓

57364
REC'D AT CHAMBERS
SEP 11 1981
JUDGE MEREDITH

MC CARTER & ENGLISH
ATTORNEYS AT LAW
550 BROAD STREET
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DOMESTIC TELEX 642929
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CABLE "MCCARTER" NEWARK

September 11, 1981

Re: Dobbs v. Township of Bedminster
Docket No. L-12502-80

Honorable Arthur S. Meredith
Somerset County Court House
Somerville, New Jersey 08876

Dear Judge Meredith:

In supplementing our letter of September 4, 1981, we enclose a copy of the transcript of the hearing on July 31, 1981.

We call your Honor's attention to the Court's decision on pages 15 through 17 of the transcript. The transcript makes clear that Your Honor merely postponed the in camera review of plaintiff's contract until the stay of proceedings is lifted. Your Honor did not order any other form of protective order at this time. Rather, the Court decided that it would be appropriate for the judge who conducts the in camera review to decide what action, if any, should be taken to protect the contract.

THE COURT: It seems to me that the suggestion made by the attorney for the plaintiff may be the best here. It will protect all parties and stay the discovery according to the stay order.

With regard to all other matters, once that stay is lifted, the judge handling it at that time view this contract in camera to determine whether it is relevant, what portions of it are relevant, or whether the whole contract should be discoverable, or whether part of the contract should be and other parts be subject to a protective order.

Your Honor specifically declined to review the contract and cited unfamiliarity with the issues of the case.

THE COURT: Well, the difficulty with me at this point, I assume the judge who gets it at a later time, has more background in this case than I.

For me to sit down and read a contract right now and determine what is relevant and what is not relevant, is not merely knowing all of the issues involved in this case. I think it would be difficult and that is my reluctance to do so.

I would think that at a later time, when he gets this case, a judge will be much more familiar with the issues and be able to determine more knowledgeably than I am at this time.

Your Honor did not direct the manner in which the in camera review should proceed, nor did your decision reflect any intent to extend protection to any parts of the contract before the in camera review is conducted. Your Honor's decision intended to leave those matters to the discretion of the Court which will review the contract and which will be familiar with the issues.

We ask that the Order be withdrawn and a hearing scheduled to adopt a proper form of order. In the alternative, we ask that the Court sign the form of Order we submitted with our letter of August 7, 1981. We attach another copy of that form for your consideration.

Very truly yours,


Alfred L. Ferguson

ALF:bjg

Enclosure

cc: Thomas Collins, Esq. (w/enc.)

Donald Klein, Esq. (w/enc.)

S-1364

WINNE, BANTA & RIZZI

COUNSELLORS AT LAW

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SEP 11 1981

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HORACE F. BANTA
OF COUNSEL

WALTER G. WINNE
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NEWFOUNDLAND, N.J. OFFICE
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JUDGE MEREDITH

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DONALD A. KLEIN
ROBERT M. JACOBS
T. THOMAS VAN DAM
RAYMOND R. WISS
PHILIP SCALO
EDWARD R. KOCH
VIRGINIA ANNE GLYNN

September 11, 1981

Honorable Arthur S. Meredith
Court House
Somerville, New Jersey 08876

Re: Dobbs v. Township of Bedminister
Docket No. L-12502-80

Dear Judge Meredith:

In follow-up to my September 9, 1981 letter to Your Honor, in connection with the objection raised by defendant's counsel to the Order entered by Your Honor in this matter on August 7, 1981, I am enclosing a copy of the transcript of the oral argument and Your Honor's Oral Opinion on July 31, 1981 underlying such Order.

Defendant's basic objection to Your Honor's August 7, 1981 Order, a copy of which is enclosed, relates to the last paragraph of said Order, which reads as follows:

"ORDERED that in the event the Court, after its in camera inspection, determines that any portions of the Option Agreement are relevant to the issues in this litigation that only such portions of the Option Agreement be excised and produced to the then parties to this action, subject to a Protective Order that such excised portions be used only in connection with this litigation and be disclosed to no one other than the parties to this litigation."

My review of the transcript of the July 31, 1981 transcript confirms the understanding which I had at the time I submitted the form of Order to Your Honor that Your Honor had so ordered on July 31, 1981. At two different points during the oral argument

WINNE, BANTA & RIZZI

on Plaintiff's Cross-Motion for a Protective Order (page 10, lines 14 through 24; page 13, lines 6 to 14), I specifically proposed the relief reflected in the last paragraph of Your Honor's August 7, 1981 Order. Your Honor's response to this proposal is contained on pages 15 and 16:

"THE COURT: It seems to me that the suggestion made by the attorney for the plaintiff may be the best here. It will protect all parties and stay the discovery according to the stay order.

"With regard to all other matters, once that stay is lifted, the judge handling it at that time view this contract in camera to determine whether it is relevant, what portions of it are relevant, or whether the whole contract should be discoverable, or whether part of the contract should be and other parts be subject to a protective order.

"I think that this would be the fairest situation to both sides, certainly for a businessman who is involved in buying and selling land, contracts, options and what have you, and doesn't necessarily want his whole business run by everybody.

"The claim of confidentiality, obviously, has to give way to relevant use of the contract. But I think that might be the best compromise situation at this time and still protect the interests of the intervenor."

The foregoing leaves no question in my mind that Your Honor's rulings on July 31, 1981, in response to Plaintiff's Cross-Motion for a Protective Order, were totally in accordance with the Order entered by Your Honor on August 7, 1981, including the last paragraph of such Order. Since the transcript is clear on this issue, I do not see how a further hearing is necessary or would be fruitful.

Respectfully yours,



Donald A. Klein

DAK:cmc

cc: Vogel & Chait, Esqs.
McCarter & English, Esqs.

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SEP 10 1981

DO MEREITH

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September 9, 1981

Honorable Arthur S. Meredith
Court House
Somerville, New Jersey 08876

Re: Dobbs v. Township of Bedminster
Docket No. L-12502-80

Dear Judge Meredith:

I am in receipt of Mr. Ferguson's September 4, 1981 letter to Your Honor objecting to the form of Order previously entered by Your Honor in connection with this matter. With respect to the substantive arguments made by Mr. Ferguson, I believe that the form of Order which I had previously submitted and which Your Honor executed on August 7, 1981 is fully in accord with rulings made by Your Honor on July 31, 1981. At the time of the hearing, I had ordered a copy of the transcript of Your Honor's opinion, which I expect shortly. If Your Honor is considering a review of the form of Order previously entered, I would ask to be able to submit a copy of the transcript to Your Honor so that an additional hearing may be avoided.

Very truly yours,

Donald A. Klein

Donald A. Klein

DAK/kam

cc: Vogel & Chait, Esqs.
McCarter & English, Esqs.

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ATTORNEYS AT LAW
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REC'D AT CHAMBERS
SEP 8 1981
JUDGE MEREDITH

S-7364

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CABLE "MCCARTER" NEWARK

September 4, 1981

Re: Dobbs v. Township of Bedminster
Docket No. L-12502-80

Honorable Arthur S. Meredith, J.S.C.
Somerset County Court House
Somerville, New Jersey 08876

Dear Judge Meredith:

We have received a copy of the Order signed by Your Honor on August 7, 1981 pursuant to a motion argued on July 31, 1981.

The form of Order signed by the Court was the one submitted by plaintiff on August 4 under the five day rule. However, we filed a timely objection to that form of Order in writing on August 7. Mr. Collins, counsel for defendant-intervenors also filed timely objection. We assume that Your Honor did not review our objections before signing the Order.

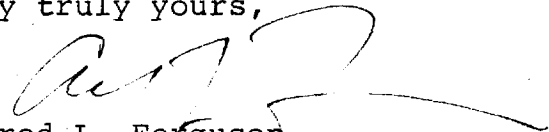
Accordingly, we request that the Order of August 7, 1981 be withdrawn and that a hearing be scheduled to determine the form of Order. We are ordering a transcript to facilitate that hearing.

Our records show that plaintiff's form of Order was mailed to the Court and to us on August 4, 1981. We received our copy on August 5. When we contacted your law clerk by phone to advise him of our opposition to the form of Order, he told us that Your Honor would be leaving for vacation after Friday, August 7. We, therefore, hand delivered a letter to the Court on August 7, even though the five day period would not have expired until Monday, August 10. Since our objection was timely, we anticipated a hearing to resolve the form of Order under R. 4:42-1(b).

We enclose a copy of our August 7 letter in the event that it did not reach you before you signed the Order. Our primary concern, expressed in the letter, remains the same: no court has yet reviewed the contract of sale relied upon by plaintiff, so there is no apparent reason to extend any protection to the contract except to stay its discovery until the Court conducts an in camera review. The form of Order you signed goes well beyond this limited protection. It limits the scope of the in camera review and purports to protect the discoverable portions of the contract from publication. We did not understand this to be Your Honor's ruling on July 31, nor would such a ruling be appropriate since the contract has not been produced to the Court.

For the foregoing reasons, we request that the Order of August 7th be withdrawn and a hearing be scheduled to resolve the form of Order.

Very truly yours,



Alfred L. Ferguson,

ALF:bjg

Enclosure

cc: Thomas Collins, Esq.
Donald A. Klein, Esq.

WINNE, BANTA & RIZZI
25 East Salem Street
Hackensack, New Jersey 07602
(201) 487-3800
Attorneys for Plaintiff

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: SOMERSET COUNTY

LEONARD DOBBS, :
 :
 Plaintiff, : DOCKET NO. L-12502-80
 :
 v. :
 :
 TOWNSHIP OF BEDMINSTER, a : CIVIL ACTION
 municipal corporation, :
 : ORDER
 Defendant :
 :
 ROBERT R. HENDERSON, DIANE M. :
 HENDERSON and HENRY ENGELBRECHT, :
 :
 Defendants-Intervenors:

THIS MATTER having been opened to the Court by
Vogel & Chait, attorneys for defendants-intervenors Robert
R. Henderson, Diane M. Henderson and Henry Engelbrecht
(Thomas F. Collins, appearing) on application for an Order
requiring production of the Option Agreement entered into
by plaintiff in connection with the property which is the
subject of the above-referenced litigation, and McCarter
and English, attorneys for defendant Township of Bedminster
(Joseph Falgiani appearing), joining in such motion, and by
Winne, Banta & Rizzi, attorneys for plaintiff Leonard Dobbs

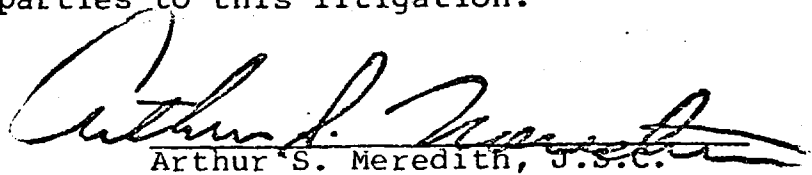
(Donald A. Klein appearing), by cross-motion for a Protective Order with respect to production of said Option Agreement, and upon consideration of the briefs and affidavits submitted, and the arguments of counsel, and good cause having been shown therefore;

It is on this 7th day of Aug., 1981

ORDERED that plaintiff shall not be required to make production of the Option Agreement as long as the stay entered in this matter by the Honorable Robert E. Gaynor by Order dated July 17, 1981 is in effect; and it is further

ORDERED that after such stay is dissolved, plaintiff shall be required to produce the Option Agreement only to the Court in camera for determination as to whether any portions of said Option Agreement are relevant to the issues in this litigation; and it is further

ORDERED that in the event the Court, after its in camera inspection, determines that any portions of the Option Agreement are relevant to the issues in this litigation that only such portions of the Option Agreement be excised and produced to the then parties to this action, subject to a Protective Order that such excised portions be used only in connection with this litigation and be disclosed to no one other than the parties to this litigation.


Arthur S. Meredith, J.S.C.

5-7364

LEONARD DOBBS,
Plaintiff,

vs.

TOWNSHIP OF BEDMINSTER,
ET ALS,
Defendants.

Stenographic Transcript
of
Motions

Entered

Place: Somerset County Courthouse
Somerville, New Jersey

Date: July 31, 1981

BEFORE: THE HONORABLE ARTHUR S. MEREDITH, J.S.C.

TRANSCRIPT ORDERED BY:
DONALD A. KLEIN, ESQ.

A P P E A R A N C E S:

WINNE, BANTA & RIZZI, ESQS.
BY: DONALD A. KLEIN, ESQ.
Attorney for the Plaintiff

MC CARTER & ENGLISH, ESQS.
BY: JOSEPH FALGIANI, ESQ.
Attorney for the Defendants

VOGEL & CHAIT, ESQS.
BY: THOMAS F. COLLINS, ESQ.
Attorney for the Intervenors.

Charles R. Senders, C.S.R.
Official Court Reporter
Somerset County Courthouse
Somerville, New Jersey 08876

1 MR. COLLINS: Thomas F. Collins, for
2 the defendant-intervenors, from the firm of
3 Vogel & Chait.

4 MR. FALGIANI: Joseph Falgiani,
5 McCarter & English, Township of Bedminster.

6 MR. KLEIN: Donald A. Klein, attorney
7 for Leonard Dobbs.

8 THE COURT: All right. Whose motion
9 is this?

10 MR. COLLINS: It is my motion, or
11 cross-motion, from the defendant.

12 THE COURT: I will hear you.

13 MR. COLLINS: Judge, the issue is
14 whether or not the plaintiff should be required
15 to introduce the contract of sale referred to
16 in his complaint and whether or not that should
17 be produced in accordance with the pre-trial
18 order of Judge Imbriani, which indicated that
19 it should be produced by April 17. It is
20 nearly three and a half months late and has
21 not been produced as yet.

22 We have made our motion. There has
23 been a stay of the proceedings because of an
24 appeal by all three parties and by another
25 party. But that stay should not affect this

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particular request, because it relates back to three months ago when the judge ordered that it be produced.

Basically, the issue comes down to whether the document is relevant and whether or not it is likely to lead to the discovery of relevant information.

I presented some certain basic reasons for that in my affidavit in support of my motion and also in my affidavit in opposition to the plaintiff's cross-motion.

It is clearly relevant to the standing issue whether a person has a right to challenge the zoning ordinance. They must have an interest in the property.

On that issue alone, the document was relevant. On that issue alone it should have been produced.

If we go to some of the other issues in the case, the plaintiff has raised questions as to the reasonableness of the zoning ordinance and whether or not the zoning ordinance confiscates the property without just compensation.

The plaintiff may not be claiming

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damages as part of that c fiscation claim,
but it is clearly a confiscation claim, it
is one.

Therefore, the contract, the price
and terms of the contract, will directly
relate to what the value of that property is.

If, for example, the plaintiff has
agreed to an alternative price in the contract
for the property, if it is purchased at the
current zoning, residential zoning, or if it
has another price for alternatives, the
purchasers who may be using the property for
residential use, then those statements and
those indications as to the contract will be
directly relevant to both the issue of reason-
ableness and the issue of confiscation.

There may also be direct admissions
on the part of plaintiff indicating that he
admitted that the property has value as to the
current zoning for residential use. This will
go directly to the issues in the case.

It is also important for the
defendants to know what the extent of the consent
of the owners is.

The owners have, apparently, if they

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have entered into a contract, have consented to certain things. Have they consented to a site plan application? Have they consented to a variance application by the plaintiff?

Those things go to whether or not the property could be used under its present zoning. They also go to issues relevant in the case.

If the contract may also be relevant, if the property -- if only a portion of the property is covered by the contract, thereby excluding some of the portions which may be directly behind our client's property, our clients are people who live right alongside the tract that the plaintiff is seeking to have rezoned. That is directly relevant to our client and it is directly relevant to the case.

Finally, in opposition to the cross-motion, I would just like to point out that the plaintiffs have not asserted a sufficient basis for a need for a protective order.

There has been no indication what the prejudice or harm would be, what the confidential problem is.

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There has been -- no reason to wait until after the stay of the proceedings until after the appeal. Because this particular document was ordered to be produced three and a half months ago and the plaintiffs have done nothing to produce it.

Our clients feel that they should know what the contents of that contract are. They will assist them in their defense.

It will also assist them in determining the likelihood of the success on the merits and determining how long this litigation will take. That is very important in costly litigation.

THE COURT: All right.

MR. KLEIN: Your Honor, our motion is a cross-motion for a protective order.

Our concern is that there are various aspects.

Many aspects, if not most aspects of this particular option agreement, which have no relevance at all to the litigation.

The nature of this action, Your Honor, is an action whereby the plaintiff is challenging the validity of the zoning ordinance and master

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an of the Township of Belmester as applied to the property which is the subject of dispute.

The only relevance that the option agreement would have with respect to the issues in the case would relate to the standing question.

We have submitted an affidavit of counsel for the owners of the property. In his affidavit, he says that the option to purchase the property, which has been given to Mr. Dobbs, the plaintiff in this case, extends to the entire property which is the subject of the dispute, is in full force and effect at the present time. That this matter is being prosecuted with his consent, with the consent of counsel for the owners.

We submit that these particular terms of the option agreement, consideration, terms, and other items like that, are not relevant to the issues in the case at this point and are at best only cumulative as to the standing question in the face of the affidavit from the owner, counsel for the owner, which is not contested. There is no affidavit

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in opposition.

As far as the question which was raised on confiscation, the only pleading, the only aspect of the pleading that relates to that question at all, is an allegation that the ordinance is unconstitutionally invalid because it is tantamount to an unlawful taking.

There is no request for damages, there is no request for relief in the form of damages or confiscation.

It is simply this, an example of how the ordinance is invalid and unconstitutional. That is the thrust, that is the sole purpose of the litigation, if the ordinance is unconstitutional.

There is a reference to Rule 4:18-2 which provides that if a document is referred to in the pleadings, that it should be produced within five days.

There is no reference to this particular document in the pleadings.

The only reference in the pleadings is to plaintiff's contract as purchaser, his status as someone having interest in the property.

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THE COURT: Why could this

disclosure really harm you, in what way
would it harm you?

MR. KLEIN: The contract, as the
affidavit of counsel for the owners has
indicated, contains many terms which the
parties view to be confidential and desire
to keep confidential.

If there was relevance to issues in
the case, that's one thing. But if not
related to the issues in the case, there is
no way at this point that the consideration
is relevant to the issues in this case.

There may be other aspects of the
contract which have no bearing on the case.

We are not saying that we can sit
back and not do anything, just ignore the
request for the contract.

What we are suggesting is that some
means be established to accommodate their
interest in getting information that they
believe to be relevant and that would accommodate
the interests of the parties that entered into
this contract and preserving the confidentiality
of those aspects, which have no relation to

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this case.

For example, with respect to the question of admission, as one of the arguments, then maybe the admission of the contract, to the effect if the property can't be zoned for commercial use, then plaintiff will still take it for residential use.

I suggest that that kind of concern can be satisfied without production of the documents in its entirety.

One of the suggestions that we had would be to submit certifications.

Another possibility would be that we would urge on the Court, that in light of the arguments for relevancy made by the defendants, that we submit the document to Your Honor in camera, with a view to determining whether or not any of the document does, in fact, have any relevance based on the arguments that are made.

To the extent that there is a determination that something is relevant, only that portion of the contract be produced. That it be produced subject to the protective order.

That it be limited for the purposes

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f the litigation.

One of the concerns is that these matters will not become a matter appearing in newspapers and other items.

If something is relevant to the protective order, limit it to the application in this particular case.

There have been situations in this case where aspects of this litigation have been the subject of the press, where counsel for defendants have made statements indicating what they view to be the motives of plaintiff in bringing this action, ones which we don't agree with at all, so forth.

Our concern is that the matter, which is relevant, be produced. But that which is not relevant and which is just confidential, not only to the parties in this case but also to the owners of the property.

The stay is important, though, because the present situation is that appeals are being taken with respect to the intervention issue.

There are three different parties that moved to intervene. One was permitted

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to intervene. Even Mr. Collins' clients, too, were denied intervention. That is all before the Appellate Division.

At this point, Judge Gaynor entered a stay about two weeks ago of all of the proceedings in this case.

The effect of that stay is to stay discovery going to the central issues in this case as to the validity of the zoning ordinance.

As to these issues, I would say at this point to require production of the contract, which at best peripheral, which has arguable relevance, in light of the fact that we have submitted an affidavit showing that we have standing to bring this action, at this point would be inappropriate.

The discovery that is being stayed at this point was discovery that was ordered back at the time of the pre-trial order as well. So I don't think this is the central issue in the case.

Your Honor, the only relevance is on the standing question.

The affidavit I submitted certainly for the present status of this litigation,

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satisfies the standing qu tion.

Our recommendation would be, or our suggestion, with all deference, Your Honor, is in light of the stay, that the document be submitted in camera.

At the time the stay is dissolved or a determination as to whether any of it is relevant to the litigation, to the extent it is relevant to the litigation, which is not going to proceed until the stay is lifted anyway. That whatever portion of the document is either produced or summarized, or whatever, be subject to the protective order, and that there be disclosure.

Your Honor, I think that this is a reasonable request and it can be made without prejudice to their right in the future to seek further relief.

THE COURT: Does the township want to say anything about this?

MR. FALGIANI: Yes, sir.

Judge, you asked a few minutes ago about what the damage to the plaintiff by submitting this contract would be. I don't think we really received an answer.

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The answer that counsel gave is that essentially the information is going to hit the press. It may prove to be embarrassing, it may prove to upset the confidentiality that they had between purchaser and buyer.

I simply want to point out to the Court that plaintiff has negotiated for several hundred acres of prime land in Bedminster.

The development that occurs there and the development that occurs, whether or not we successfully defend our ordinance, is going to have a significant impact on the entire region. There are significant public policy issues.

The construction of a 1.2 million square foot shopping center in the heart of Bedminster is going to affect, not just Bedminster, but the entire region.

It is simply unfounded for plaintiff, who brings that kind of suit to say that the press ought to be -- that that information of this case ought to be shielded in some way.

Public policy litigation ought to be in the public light.

1 There is absolutely no reason
2 suggested by counsel why any element of this
3 contract should be shielded.

4 There may very well be relevant
5 evidence in there. We suspect that there is.
6 We shouldn't have to play a guessing game in
7 defending our ordinance.

8 THE COURT: It seems to me that the
9 suggestion made by the attorney for the
10 plaintiff may be the best here. It will
11 protect all parties and stay the discovery
12 according to the stay order.

13 With regard to all other matters,
14 once that stay is lifted, the judge handling
15 it at that time view this contract in camera
16 to determine whether it is relevant, what
17 portions of it are relevant, or whether the
18 whole contract should be discoverable, or
19 whether part of the contract should be and
20 other parts be subject to a protective order.

21 I think that this would be the
22 fairest situation to both sides, certainly
23 for a businessman who is involved in buying
24 and selling land, contracts, options, and
25 what have you, and doesn't necessarily want

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his whole business run by everybody.

The claim of confidentiality, obviously, has to give way to relevant use of the contract. But I think that might be the best compromise situation at this time and still protect the interests of the intervenor.

MR. COLLINS: Might I just ask one question. Would it be possible to have that reviewed perhaps by you immediately, or in the near future, as opposed to waiting until after the stay, because the information may help our clients in knowing how long this litigation will go on?

MR. FALGIANI: One of the reasons for the stay is the determination as to whether or not Mr. Collins' clients will be parties to this case. At the time the stay is dissolved.

That is one of the reasons, although articulated before, it is premature to make the decision of whether information should be turned over or not until the stay question is resolved.

THE COURT: Well, the difficulty with me at this point, I assume the judge who gets it at a later time, has more background

1 in this case than I.

2 For me to sit down and read a
3 contract right now and determine what is
4 relevant and what is not relevant, is not
5 merely knowing all of the issues involved in
6 this case. I think it would be difficult and
7 that is my reluctance to do so.

8 I would think that at a later time,
9 when he gets this case, a judge will be much
10 more familiar with the issues and be able to
11 determine more knowledgeably than I am at this
12 time.

13 If the appeals are involving, among
14 other things, even your status, the intervenor's
15 status, you may well be out. Then your
16 application as far as you are concerned --

17 MR. COLLINS: That is more of an
18 indication of why there was prejudice to us.
19 Because this particular document was ordered
20 to be produced by Judge Imbriani at the pre-
21 trial conference. At the same time that we
22 were both granted permission to intervene.

23 THE COURT: I have so ruled and we
24 will do it in that fashion.


25 We will take a brief recess.

(Whereupon, the matter is concluded.)

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4 LEONARD DOBBS, :
Plaintiff, :
5 vs. :
6 TOWNSHIP OF BEDMINSTER, :
ET ALS, :
7 Defendants. :
8 ----- :
9

10 C E R T I F I C A T E

11
12 I, CHARLES R. SENDERS, C.S.R., one
13 of the Official Court Reporters in and for the State of
14 New Jersey, certify that the foregoing is a true and
15 accurate transcript of my original stenographic notes
16 to the best of my knowledge and ability.

17 
18 CHARLES R. SENDERS, C.S.R.

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20 DATED: 9/5/81
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