

WOMAN'S SAD LAND TRADE.

SAYS SHE TRUSTED FRIEND, TO
HER UNDOING.

**Mother and Daughter Get Mining
Stock for San Diego Property and
Sue for Damages—Testimony About
Strange Deal—Stock Broker Denies
Allegations of Unfairness.**

Testimony tending to show that George Cunningham established himself in Mrs. Aubrey Nast's family circle as a close friend and adviser, then swindled her daughter, Miss Agnes D. Terry, out of \$8500 worth of San Diego county real estate, was given by Mrs. Nast yesterday in Judge James's court.

Miss Terry brought suit against Cunningham for \$6500 damages. She says that November 15, 1904, she gave Cunningham a deed to the property on an agreement that he was to pay her \$800 in cash, of which she got but \$500, and 10,000 shares of Hermosa Mining Company stock, which she received and later sold out at 7 cents a share.

"Cunningham was a family friend and the business adviser of myself and daughter," testified Mrs. Nast. "He was introduced to us about six years ago as a wealthy mining man, he was a frequent guest at our house, where he came often for a good dinner, and I never thought he would be capable of taking advantage of our confidence.

"Neither my daughter nor myself know anything about business matters, and we trusted Cunningham implicitly. When he advised me to mortgage my place at the Palms to pay off the mortgage on the San Diego county property, we borrowed the money from him and did so. That property stands in my daughter's name.

"Then one evening when he was taking dinner with us in November, 1904, he brought out a lot of Mexican photographs and showed my sons and daughters how \$15,000 worth of mining machinery was to be carried to this Mexican mine. He said it would pay

dividends in three months and make all the stockholders wealthy; that the stock was worth \$1 a share, and he had but a limited amount of it, as it was held closely and could not be bought in the market. He said that as a favor to us he would let us have 10,000 shares of his own stock, just out of his friendship for us, and he urged us to take it, saying it was the advice of a friend.

"My sons and daughters were opposed to trading off my daughter's San Diego property for the stock, but he urged us and we finally agreed to consider the matter. I said to Mr. Cunningham then that I listened to his advice because I didn't think that a friend would sit down at our table, eat our food and then swindle us when he knew that we were inexperienced and trusted him. I told him we were on our guard against thieves and robbers, but we would trust our friend. He said that he would not advise the deal unless it was a friend's advice.

"After some more urging, my daughter gave Mr. Cunningham a deed to her property, and he paid her \$500. He said he would give her the \$300 in thirty days, and when we asked for a note, he asked us if we couldn't trust the word of a friend. So we trusted him.

"He never paid the \$300 and later I found out that all he had told us about the mining stock was false. When I went to his office and asked him to take it back, he told me that it was his business to sell stock, not to buy it."

Cunningham denies that he practiced fraud in his dealings with the plaintiff or her mother, asserts that the San Diego property is worth but \$2000, denies that he ever agreed to pay \$800 cash on the transfer, and says that Mrs. Nast knew the mining stock was worth but 15 cents a share when her daughter accepted it.