

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X

Thea D. Fry,

Plaintiff,

Index No.  
69308/15

-against-

Mary Ann Carr, and all persons unknown  
claiming a legal or equitable right,  
title estate, lien or interest in the  
real property described hereto,

Defendants.

----- X

50 Main Street  
White Plains, New York  
April 22, 2016  
2:30 p.m.

EXAMINATION BEFORE TRIAL of MARY ANN CARR,  
a Defendant, in the above-captioned matter, held  
at the above time and place, before Lisa  
Gerardi, a Notary Public of the State of New  
York.

 **COPY**

\*La Palabra Court Reporting LLC \*  
\*\*914-621-7271\*\*

MARY ANN CARR

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

LAW FIRM OF WILLIAM V. CALLY  
Attorneys for the Plaintiff  
50 Main Street, Suite 974  
White Plains, New York 10606  
BY: WILLIAM V. CALLY, ESQ.

LAW OFFICE OF MATTHEW P. LIPINSKY, ESQ.  
Attorneys for the Defendant  
271 North Avenue  
New Rochelle, New York 10801  
BY: MATTHEW P. LIPINSKY, ESQ.

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MARY ANN CARR

221. UNIFORM RULES FOR THE  
CONDUCT OF DEPOSITIONS

221.1 Objections at Depositions.

(a) Objections in general. No objections shall be made at a deposition except those which, pursuant to subdivision (b), (c) or (d) of Rule 3115 of the Civil Practice Law and Rules, would be waived if not interposed, and except in compliance with subdivision (e) of such rule. All objections made at a deposition shall be noted by the officer before whom the deposition is taken, and the answer shall be given and the deposition shall proceed subject to the objections and to the right of a person to apply for appropriate relief pursuant to Article 31 of the CPLR.

(b) Speaking objections restricted. Every objection raised during a deposition shall be stated succinctly and framed so as not to suggest an answer to the deponent and, at the request of the questioning attorney, include a clear statement as to any defect in form or other basis or error or irregularity. Except to the extent permitted by CPLR Rule 3115 or by this rule, during the course of the examination persons in attendance shall not make statements or comments that interfere with the questioning.

221.2 Refusal to answer when an objection is made.

A deponent shall answer all questions at a deposition, except (i) to preserve a privilege or right of confidentiality, (ii) to enforce a limitation set forth in an order of the court, or (iii) when the question is plainly improper and would, if answered, cause significant prejudice to any person. An attorney shall not direct a deponent not to answer except as provided in CPLR Rule 3115 or this subdivision. Any refusal to answer or direction to answer shall be accompanied by a succinct and clear statement of the basis therefor. If the deponent does not answer a question, the examining party shall have the right to complete the remainder of the

MARY ANN CARR

deposition.

221.3 Communication with the deponent.

An attorney shall not interrupt the deposition for the purpose of communicating with the deponent unless all parties consent or the communication is made for the purposes of determining whether the question should not be answered on the grounds set forth in section 221.2 or these rules and, in such event, the reason for the communication shall be stated for the record succinctly and clearly.

IT IS FURTHER STIPULATED AND AGREED that the transcript may be signed before any Notary Public with the same force and effect as if signed by a clerk or a Judge of the court.

IT IS FURTHER STIPULATED AND AGREED that the examination before trial may be utilized for all purposes as provided by the CPLR.

IT IS FURTHER STIPULATED AND AGREED that all rights provided to all parties by the CPLR cannot be deemed waived and the appropriate sections of the CPLR shall be controlling with respect thereto.

IT IS FURTHER STIPULATED AND AGREED by and between the attorneys for the respective parties thereto that a copy of this examination shall be furnished, without charge, to the attorneys representing the witness testifying therein.

1 MARY ANN CARR

2 MARY ANN CARR having been duly sworn by  
3 Notary Public of the State of New York,  
4 was examined and testified as follows:

5 oOo

6 EXAMINATION BY MR. CALLY:

7 Q. State your name and address for  
8 the record.

9 A. Mary Ann Carr, 105 Nottingham  
10 Road, Bedford Hills, New York 10507. That's  
11 apartment H, as in Harry.

12 Q. Good afternoon, Miss Carr. My  
13 name is William Cally. I represent the  
14 plaintiff, Thea Fry, in this action, and  
15 you're here today because a notice was sent to  
16 your attorney to be deposed; is that correct?

17 A. Yes, that is correct.

18 Q. Have you had an opportunity prior  
19 to today to prepare for this deposition?

20 A. Yes, I have.

21 Q. And did you bring any  
22 documentation with you today for this  
23 deposition?

24 A. No.

25 Q. Ma'am, how long have you known

1 MARY ANN CARR

2 Thea Fry?

3 A. I'm known her for a couple --  
4 probably about seven years.

5 Q. And at the time that you had met  
6 Miss Fry, were you employed?

7 A. At the time that I met her, no.

8 Q. What year was it that you had met  
9 Miss Fry and began to know her?

10 A. Around 2008.

11 Q. And what were the circumstances  
12 around the two of you meeting?

13 A. Well, we were both volunteers on  
14 a committee.

15 Q. And what committee was that?

16 A. That was the Bedford Democratic  
17 Committee.

18 Q. So that's how you met each other,  
19 through the committee?

20 A. Yes.

21 Q. Are you employed currently?

22 A. Yes, I am.

23 Q. And where are you employed?

24 A. Well, I'm a consultant.

25 Q. You're a consultant?

1 MARY ANN CARR

2 A. Yes. So I move around to various  
3 clients.

4 Q. Are you employed by someone, or  
5 you're self-employed?

6 A. Most of the time, I'm  
7 self-employed. Sometimes I work on a W-2.

8 Q. And currently are you  
9 self-employed or employed by another company?

10 A. Employed by another company.

11 Q. And what is that company?

12 A. It's SAP.

13 Q. SAP?

14 A. That's the name of it.

15 Q. What do you do for SAP?

16 A. Consult for information  
17 technologies.

18 Q. What else?

19 A. That's basically what I do.

20 Q. What is your current income?

21 A. My current income is 125.

22 Q. \$125,000?

23 A. Yes.

24 Q. That's annual salary?

25 A. Yes.

1 MARY ANN CARR

2 Q. And is that salary -- when does  
3 that start? Was that your total for 2015, or  
4 is that what you're earning as a base salary  
5 now in 2016?

6 A. That's what I'm earning as a base  
7 salary for 2016.

8 Q. Is that with SAP?

9 A. Yes.

10 Q. Do you have any work outside of  
11 your employment with SAP?

12 A. Well, I just got elected to the  
13 board.

14 Q. What board?

15 A. Town board.

16 Q. Is that a paying position?

17 A. Yes, it is.

18 Q. What town board have you been  
19 elected to?

20 A. Bedford town board.

21 Q. And how much does tat pay?

22 A. \$17,000.

23 Q. And when did you obtain that  
24 position?

25 A. I started April 1st.



1 MARY ANN CARR

2 Q. Outside the income from the town  
3 board and the salary you're getting from SAP,  
4 do you have any other income so far in 2016?

5 A. No.

6 Q. Do you have a contract with SAP  
7 to work for them, an employment contract?

8 A. I have a contract, yes.

9 Q. Is that employment contract for  
10 what period of time? Meaning is it a year  
11 long? Is it longer than a year long? Is it  
12 less than a year.?

13 A. It's over a year. However, they  
14 have the -- you know, they have the authority  
15 to terminate at any given time.

16 Q. Did you sign this contract?

17 A. Yes, I did.

18 Q. At the time of the purchase of  
19 the residence where you're currently living,  
20 in 2013 were you employed at that time?

21 A. I -- at the time of the purchase?

22 Q. Right.

23 A. No. I had just finished a  
24 contract, and I was not working.

25 Q. Okay. And do you recall what

1 MARY ANN CARR

2 your total income was in the year 2013?

3 A. 2013, I have a tax form, but I  
4 will give an estimate. About \$50,000.

5 Q. And you're currently living  
6 there; right?

7 A. Yes.

8 Q. Does anyone else live with you?

9 A. My daughter.

10 Q. What is your daughter's name?

11 A. Sorvina.

12 Q. Can you spell that, please?

13 A. S-o-r-v-i-n-a.

14 I'd like to make one correction  
15 to the 2013. It was more like \$70,000.

16 Q. So instead of \$50,000 you  
17 testified about, you're saying 2013's income  
18 was about \$70,000?

19 A. About \$70,000.

20 Q. Okay. And then how old is your  
21 daughter?

22 A. She's 17.

23 Q. And does she attend school?

24 A. Yes, she does.

25 Q. Where does she attend school?

1 MARY ANN CARR

2 A. Fox Lane High School in Bedford,  
3 New York.

4 Q. What year is she in?

5 A. She's a senior.

6 Q. Will she be graduating this  
7 summer -- withdrawn.

8 Will she be graduating in June of  
9 2016?

10 A. Yes.

11 Q. Do you know when that is?

12 A. She's graduating on June 21st.

13 Q. Ma'am, the property that you're  
14 currently living at -- Nottingham Road, is  
15 that correct?

16 A. Yes.

17 Q. When did you first move into the  
18 property?

19 A. November 2013.

20 Q. And at the time you moved into  
21 the property, withdrawn.

22 Prior to moving into the  
23 property, did you own any other property?

24 A. I did not.

25 Q. Were you renting any property at

1 MARY ANN CARR

2 the time?

3 A. Yes.

4 Q. Where were you living and renting  
5 prior to moving into Nottingham?

6 A. I was living on Railroad Avenue  
7 in Bedford Hills.

8 Q. Were you being evicted at the  
9 time from Railroad?

10 A. The property -- the answer is no.

11 Q. What was your reason for leaving  
12 the property?

13 A. There was a very tiny space, and  
14 I was raising my daughter, and it wasn't the  
15 best space.

16 Q. Did you have a lease?

17 A. I did not have a lease.

18 Q. Were you paying rent?

19 A. I was paying rent, yes.

20 Q. How much were you paying?

21 A. The rent was \$500, I believe, a  
22 month.

23 Q. Were you current with your rent  
24 at that time?

25 A. No.

1 MARY ANN CARR

2 Q. How much did you owe?

3 A. I probably owed maybe six months.

4 Q. Did the landlord commence  
5 proceedings to have you evicted?

6 A. No.

7 Q. Did you have an arrangement with  
8 the landlord to allow you to continue to stay  
9 there?

10 A. Yes.

11 Q. And what was the arrangement?

12 A. The arrangement was that once I  
13 got work that I would pick up paying and also  
14 pay the back rent.

15 Q. This was in 2013; correct?

16 A. Yes.

17 Q. The same year you just testified  
18 that your income was about \$70,000: in 2013?

19 A. My income was at the end of the  
20 year.

21 Q. So did you get paid on a weekly  
22 basis?

23 A. I got paid on a biweekly basis.

24 Q. You were getting paid every month  
25 from January through December in 2013?

1 MARY ANN CARR

2 A. From -- I'm sorry. Repeat the  
3 question.

4 Q. Sure. Were you getting paid  
5 biweekly from January 1 of '13 through  
6 December 31st of 2013?

7 A. No.

8 Q. When were you getting paid?

9 A. Some of the back rent --

10 Q. I'm just asking about your pay.

11 A. When was I getting paid?

12 Q. Correct.

13 A. I was getting paid biweekly, and  
14 I changed business, and that -- then I started  
15 getting paid, I believe, monthly.

16 Q. When did you change from biweekly  
17 to monthly, as far as your income is  
18 concerned?

19 MR. LIPINSKY: I'm going to  
20 put an objection to this line of  
21 questioning.

22 You can answer.

23 A. I'm -- please repeat it.

24 Q. When did your pay change from  
25 biweekly to monthly?

1 MARY ANN CARR

2 A. First of all, I didn't work the  
3 whole year.

4 Q. Okay. But that's not answering  
5 my question. When did it change?

6 A. I really don't know. I can't  
7 remember.

8 Q. Who were you working for at that  
9 time?

10 A. I was working for an agency.

11 Q. What agency?

12 A. They were called Grom.

13 Q. Who?

14 A. Grom, G-r-o-m, Associates.

15 Q. And what were you doing for them?

16 A. I was consulting with a client.

17 Q. Did your employment change in  
18 2013 from Grom to someone else?

19 A. Yes.

20 Q. Who was that with?

21 A. Then I went with Diversant.

22 Q. Spell that.

23 A. D-i-v-e-r-s-a-n-t.

24 Q. What did you do for Diversant?

25 A. I consulted with one of their

1 MARY ANN CARR

2 clients.

3 Q. Prior to moving into Nottingham,  
4 did you have any savings?

5 A. No.

6 Q. Did you have access to any other  
7 funds outside of your income?

8 A. No, I did not.

9 Q. How did you and Miss Fry come to  
10 a conclusion to purchase this condominium at  
11 105 Nottingham Road?

12 A. She knew my living conditions,  
13 and I said I need a place. And she basically  
14 said, "I will fund it."

15 Q. So do you have anything in  
16 writing that confirms that Miss Fry said that  
17 she would basically fund your purchase or --  
18 I'm sorry -- fund the purchase for the  
19 property?

20 A. I probably have some e-mails.

21 Q. Did you bring anything with you?

22 A. I did not bring them.

23 Q. Okay. So what was your  
24 understanding of how this purchase was going  
25 to take place? Withdrawn.



1 MARY ANN CARR

2 Was there ever any understanding  
3 between you and Miss Fry as to how the  
4 purchase of Nottingham was going to take  
5 place?

6 A. Was there an understanding?

7 Q. Uh-huh.

8 A. The only understanding I had was  
9 that she was going to supply the funds.

10 Q. What do you mean: "supply the  
11 funds"?

12 A. She was going to gift the funds  
13 to me.

14 Q. She was going to do what?

15 A. Gift.

16 Q. Gift?

17 A. Yes.

18 Q. Do you have any documentation  
19 that was signed by Miss Fry indicating that  
20 she was gifting to you money to purchase this  
21 property? Yes or no?

22 A. No.

23 Q. Do you have any other written  
24 documentation signed by you and Miss Fry  
25 regarding the purchase or any understanding

1 MARY ANN CARR

2 about the purchase for this property?

3 A. The only documentation that was  
4 in place was that she was making me  
5 executive -- executor of her will, and she was  
6 going to leave me monies in her will. But  
7 instead of waiting until -- years later, she  
8 said, "I would give it to you now."

9 Q. Okay. Do you have that in  
10 writing? Do you have that --

11 A. I have the documentation where we  
12 signed -- I signed as an executor.

13 Q. Okay. But that's not what I  
14 asked you. I asked you if you had anything in  
15 writing that verifies what you're indicating,  
16 which is that Miss Fry said that she was going  
17 to gift to you money to purchase the condo?

18 A. I do not have that in writing.

19 Q. How did you come about purchasing  
20 Nottingham Road? Did you find it on your own?  
21 Did Miss Fry find it on her own? Did the two  
22 of you collaborate together to purchase the  
23 property?

24 A. I found it, and then we  
25 collaborated on it.

1 MARY ANN CARR

2 Q. When you found the property, what  
3 did you do after you found it? Did you  
4 contact Miss Fry?

5 A. She -- I just -- we meet. As a  
6 friendship.

7 Q. Okay. Were there conversations  
8 with respect to what you found?

9 A. Yes.

10 Q. And what were those  
11 conversations?

12 A. Conversations were, It looks  
13 great. You can see it online. It looks  
14 great. Great location. It has a nice budget,  
15 price point. Those were the conversations.

16 Q. At any point in time, did you  
17 offer to Miss Fry to contribute towards the  
18 purchase of the property?

19 A. I said that if I could, I would.

20 Q. Is there anything in writing that  
21 confirms what you just said: That you would,  
22 if you could, contribute to the purchase?

23 A. Not that I am aware of. Unless I  
24 have some embedded e-mail -- something  
25 embedded in an e-mail.

1 MARY ANN CARR

2 Q. What occurred? Did you go to a  
3 realtor? Did you find a realtor? Take me  
4 through the process of the purchase.

5 A. Well, we looked at it online.  
6 We, you know, both thought it was reasonable,  
7 that it fit the needs.

8 Q. Those being the needs of you and  
9 your daughter?

10 A. Yes.

11 Q. Okay.

12 A. And so I suggested she contact  
13 the realtor. And she said, "Why don't you  
14 contact the realtor?"

15 MR. CALLY: Make sure you  
16 speak up so the reporter can hear you.

17 Q. Okay. Did you speak to the  
18 realtor?

19 A. I spoke to the realtor at her  
20 insisting that I speak to the realtor.

21 Q. Well, why would she insist that  
22 you speak to the realtor?

23 A. I have no idea. Other than...

24 Q. Other than?

25 A. Other than we're friends; set up

1 MARY ANN CARR

2 the appointment; we'll both go over and see it  
3 at the same time. That's basically what I  
4 did.

5 Q. All right. Was there any  
6 understanding at the time of the purchase with  
7 respect to payments to purchase the property,  
8 and going forward, how is the property going  
9 to be maintained?

10 A. Was there any understanding on  
11 the arrangement for...?

12 Q. The purchase. And for going  
13 forward, how were you going to pay the  
14 expenses, for example, taxes, utilities,  
15 maintenance? Whatever may have been entailed.

16 A. I was to be responsible for that.

17 Q. For what?

18 A. For the maintenance and the  
19 taxes.

20 Q. What about the utilities?

21 A. Utilities, as well.

22 Q. Let me go back for a minute. So  
23 you find a property. When did you make the  
24 decision that this was the property that you  
25 wanted to buy?

1 MARY ANN CARR

2 A. We made that decision after the  
3 place was inspected.

4 Q. Did you pay for the inspection of  
5 the property?

6 A. I don't recall who paid for it.  
7 I really don't.

8 Q. If you paid for it, you would  
9 have written a check?

10 A. I would have written a check.

11 Q. So you would have those records  
12 available to you if I'd ask you to produce a  
13 copy of the check to pay for the inspection of  
14 the property; correct?

15 A. Yes, I should be able to  
16 reproduce anything that was written by check.

17 Q. Who then hired the lawyer or gets  
18 in touch with the lawyer to review the  
19 contract from the sellers?

20 A. She does.

21 Q. Who does she contact?

22 A. She contacts Alan Lichtenstein.

23 Q. Did you meet with  
24 Mr. Lichtenstein?

25 A. I met with him, with her.

1 MARY ANN CARR

2 Q. Okay. But you met with him?

3 A. Yes.

4 Q. And what did you meet with him  
5 about?

6 A. I'm trying to think. Did we go  
7 there -- I don't know that I met with him  
8 before the purchase. I know we met during  
9 closing.

10 Q. So let's ask the question: Did  
11 you meet with him prior to the closing to  
12 review the contract, to ask him any questions,  
13 or prior to the purchase?

14 A. I think to review the contract.

15 Q. Okay.

16 A. To review the contract.

17 Q. When you were purchasing the  
18 property, was Miss Fry's name the only name on  
19 the contract, or was it both names? How was  
20 that drafted?

21 A. Both names were on the contract.

22 Q. Was your name always originally  
23 on the contract, or was it added after the  
24 fact?

25 A. Always. Always.

1 MARY ANN CARR

2 Q. So when the contract would have  
3 been drafted up, it would have had the  
4 sellers' names then the buyers' names, meaning  
5 Miss Fry and Miss Carr, and they would have  
6 all been typed into the contract and ready to  
7 go?

8 A. Yes.

9 Q. So anything related to the  
10 purchase would have been in both parties'  
11 names; is that correct?

12 A. That's correct.

13 Q. And did you in fact sign the  
14 contract of sale?

15 A. Yes, I did.

16 Q. Do you recall when you would have  
17 signed the contract of sale?

18 A. I don't know.

19 Q. Would that have been at  
20 Mr. Lichtenstein's office?

21 A. Yes.

22 Q. And if I'm correct, you purchased  
23 in October of 2013? Is that accurate?

24 A. November, I believe.

25 Q. In November?



1 MARY ANN CARR

2 A. Yes.

3 Q. So you were to sign a contract  
4 prior to that, I would assume?

5 A. Yes.

6 Q. Okay. Do you know how you and  
7 Miss Fry were going to hold what they call  
8 "title," meaning was it in both names, in your  
9 name only, her name only?

10 A. It was my understanding that it  
11 would be held in both of our names.

12 Q. Was there any particular reason  
13 why it would have been held in both names if  
14 Miss Fry was the one purchasing the condo?

15 A. No. Other than it was a gift.  
16 No. Other than it was a gift, and she was a  
17 single woman.

18 Q. Does that make a difference? Do  
19 you know?

20 MR. LIPINSKY: Objection.

21 You can answer.

22 A. She had -- the only immediate  
23 family -- she lived alone; put it that way.

24 Q. Okay?

25 A. She lived alone, and I basically

1 MARY ANN CARR

2 had just myself and my daughter, and there  
3 was -- she had no other dependency, and the  
4 only dependency I had was my daughter. So we  
5 were trying to keep it as clean as possible.

6 Q. Was there anything in writing  
7 prior to executing the contract which  
8 indicated how the purchase was going to take  
9 place?

10 A. No.

11 Q. Meaning names on the deed --

12 A. No.

13 Q. -- where the money was coming  
14 from?

15 A. Nothing in writing.

16 Q. Nothing in writing?

17 A. To my knowledge.

18 MR. CALLY: If I could just  
19 have this marked Plaintiff's Exhibit's

20 A.

21 (Whereupon, PLAINTIFF'S  
22 EXHIBIT A, Closing Statement  
23 with attached checks, marked  
24 for identification.)

25 Q. I want to show you what's marked

1 MARY ANN CARR

2 as Plaintiff's Exhibit A and ask you if you  
3 recognize that document.

4 (Witness examines document.)

5 A. Yes.

6 Q. What do you recognize that  
7 document to be?

8 A. This was a contract on the  
9 property.

10 Q. To purchase the property?

11 A. Purchase the property.

12 Q. And does your name appear on that  
13 contract?

14 A. Yes, it does.

15 Q. Is your name handwritten in on  
16 that contract?

17 A. It looks like it was.

18 Q. What about the signature page for  
19 that contract? Was your name added onto that  
20 contract in writing, as well?

21 A. It looks like it was.

22 Q. Any other places where your name  
23 appears?

24 A. Within the contract?

25 Q. Yes, ma'am.

1 MARY ANN CARR

2 A. I don't think so.

3 Q. Why don't you flip past where the  
4 signature page is. See if your name appears  
5 in any other locations.

6 (Witness examines document.)

7 Q. And your name was handwritten in  
8 there, as well? Wasn't it, ma'am?

9 A. Yes, I guess so.

10 Q. May I see the exhibit?

11 A. Sure.

12 Q. You testified a moment ago that  
13 your name was only supposed to be on the  
14 contract, and it would have been typed in, et  
15 cetera, and here it shows it's been  
16 handwriting in there. Is there any reason why  
17 your name was handwritten in?

18 A. The lawyer wrote it in.

19 Q. Do you know that for a fact? Did  
20 you witness him do it?

21 A. I would have witnessed him do it.

22 Q. When was that have been?

23 A. I'm not sure.

24 Q. Is there a reason why you weren't  
25 on the contract and had your name typed in

1 MARY ANN CARR

2 like Miss Fry did?

3 A. I think he omitted it, and she  
4 asked for it to be put in.

5 Q. She did? You did not ask?

6 A. She did. I did not ask. She  
7 asked for it.

8 Q. Now, ma'am, the purchase took  
9 place; correct?

10 A. Yes, it did.

11 MR. CALLY: Can we mark this.  
12 This is a closing statement along with  
13 checks.

14 (Whereupon, PLAINTIFF'S  
15 EXHIBIT B, Closing  
16 information, marked for  
17 identification.)

18 Q. I want you to take a look at what  
19 has just been marked as Plaintiff's Exhibit B  
20 and ask if you recognize that document.

21 (Witness examines document.)

22 Q. Do you recognize the document,  
23 ma'am?

24 A. Yes, I do.

25 Q. What do you recognize it to be?

1 MARY ANN CARR

2 A. Closing information related to  
3 the closing.

4 Q. May I see it, please?

5 A. And the costs to purchase the  
6 property.

7 Q. Does the closing statement  
8 indicate that the closing took place on  
9 November 15th of 2013?

10 A. Yes, it does.

11 Q. Now, ma'am, does the closing  
12 statement on pages 3 and 4 give a breakdown,  
13 if you will, of the cost associated with the  
14 closing?

15 A. Yes.

16 Q. And do pages 5, 6 and 7 confirm  
17 the expenses and then follow those expenses  
18 with respect to the checks that were issued at  
19 the time of the closing?

20 A. Yes.

21 Q. Okay. Do any of the checks  
22 written here on pages 6 and 7 come from your  
23 account?

24 A. No, they didn't.

25 Q. And who did they come from?

1 MARY ANN CARR

2 A. Thea Fry.

3 Q. All the checks, ma'am?

4 A. Yes, they did.

5 Q. And did Miss Fry also pay for the  
6 initial down payment to purchase the property?

7 A. Yes, she did.

8 Q. And did you contribute any monies  
9 towards the purchase of the property?

10 A. I did not.

11 Q. Ma'am, what was the purchase  
12 price of the condo?

13 A. I think it was 237. \$237,000.

14 Q. Okay.

15 A. I think so.

16 MR. CALLY: Let's mark this as  
17 Plaintiff's Exhibit C, which is the  
18 Summons with Notice and Verified  
19 Complaint with exhibits.

20 (Whereupon, PLAINTIFF'S  
21 EXHIBIT C, Summons and notice  
22 and verified complaint, was  
23 marked for identification.)

24 Q. Ma'am, I want you to take a look  
25 at what's just been marked as Plaintiff's

1 MARY ANN CARR

2 Exhibit C and ask you if you recognize that  
3 document.

4 (Witness examines document.)

5 A. Yes.

6 Q. What do you recognize that  
7 document to be?

8 A. This is the summons that was  
9 given to me.

10 Q. And you were served with that on  
11 or about November 17th -- is that correct --  
12 2015?

13 A. Yes.

14 Q. Ma'am, I want to draw your  
15 attention to Exhibit A of Exhibit C and ask  
16 you if you recognize the document that's part  
17 of Exhibit A, and what do you recognize that  
18 document to be?

19 A. This is part of the closing  
20 document.

21 Q. Would that be the deed to the  
22 property, ma'am?

23 A. Yes.

24 Q. And does your name appear on the  
25 deed, ma'am?



1 MARY ANN CARR

2 A. Yes, it does.

3 Q. And how does your name appear?

4 A. How does my name appear?

5 Q. Yes.

6 A. Mary Ann Carr.

7 Q. Prior to your name, it says,  
8 "Thea D. Fry"; is that right?

9 A. Yes.

10 Q. And that was typed in; is that  
11 correct?

12 A. That was typed in.

13 Q. And then there's some handwriting  
14 after that. Do you see that?

15 A. Yes.

16 Q. And what does that say?

17 A. "Joint tenant with right of  
18 survivorship."

19 Q. And is your initial one of the  
20 three initials that's next to where that  
21 handwriting was put in?

22 A. No, I can't say for certain one  
23 of those are mine. I really can't.

24 Q. Were you asked at the closing to  
25 initial the deed?

1 MARY ANN CARR

2 A. Yes.

3 Q. Who would have asked you to do  
4 that?

5 A. The lawyer. The attorney.

6 Q. Which lawyer? The lawyer --

7 A. Alan.

8 Q. -- for the seller, or you?

9 A. Alan Lichtenstein.

10 Q. Did you ask, at any point in  
11 time, of Mr. Lichtenstein, why you needed to  
12 initial the contract -- I'm sorry, withdrawn  
13 -- the deed?

14 A. It was stated up front.

15 Q. What do you mean "It was stated  
16 up front"?

17 A. That if he was writing  
18 something -- if handwritten both notes, he  
19 said it needs to be initialed.

20 Q. Do you know whether or not you  
21 see Miss Fry's initials on that section?

22 A. I don't know. I can't say.

23 Q. Do you recognize any of the  
24 initials that are there?

25 A. I don't -- I can't -- no, I do

1 MARY ANN CARR

2 not recognize the initials.

3 Q. I think I've asked this question  
4 already, so forgive me if I am repeating  
5 myself. Did you pay for any of the expenses  
6 associated with the purchase and closing of  
7 the property?

8 A. I did not.

9 Q. Did you and Miss Fry have any  
10 written agreements with respect to the  
11 purchase and/or your names being on the deed  
12 or in the deed reflecting rights of  
13 survivorship or any of that?

14 A. Did we have any of that in  
15 writing prior to the purchase?

16 Q. That's correct.

17 A. No.

18 Q. Now, ma'am, did you have an  
19 understanding with Miss Fry with respect to  
20 her providing the down payment and then you  
21 obtaining a mortgage to purchase the property?

22 A. No.

23 Q. Never?

24 A. No. Because...

25 Q. No?

1 MARY ANN CARR

2 MR. LIPINSKY: I ask that you  
3 follow-up in writing.

4 Q. Did you and Miss Fry ever execute  
5 anything in writing with respect to payment  
6 for interest or payment for expenses for the  
7 property at 105 Nottingham Road in Bedford  
8 Hills?

9 A. So would you please repeat that?

10 Q. Did you ever sign anything,  
11 between you and Miss Fry, with respect to  
12 payments to be made by you to Miss Fry and/or  
13 any other written understanding as to paying  
14 expenses going forward?

15 A. I believe so. I believe she drew  
16 up something.

17 Q. Do you recall whether that was  
18 one document or whether there was more than  
19 one agreement that was signed between the two  
20 of you?

21 A. I think there was more than one.

22 Q. Do you recall what the content of  
23 the documents were?

24 A. Not really.

25 Q. Do you know whether or not they

1 MARY ANN CARR

2 not recognize the initials.

3 Q. I think I've asked this question  
4 already, so forgive me if I am repeating  
5 myself. Did you pay for any of the expenses  
6 associated with the purchase and closing of  
7 the property?

8 A. I did not.

9 Q. Did you and Miss Fry have any  
10 written agreements with respect to the  
11 purchase and/or your names being on the deed  
12 or in the deed reflecting rights of  
13 survivorship or any of that?

14 A. Did we have any of that in  
15 writing prior to the purchase?

16 Q. That's correct.

17 A. No.

18 Q. Now, ma'am, did you have an  
19 understanding with Miss Fry with respect to  
20 her providing the down payment and then you  
21 obtaining a mortgage to purchase the property?

22 A. No.

23 Q. Never?

24 A. No. Because...

25 Q. No?

1 MARY ANN CARR

2 A. No.

3 Q. That was never discussed?

4 A. I really -- you know, it was -- I  
5 can't say whether we discussed it or not. I  
6 just don't remember the -- I just -- I really  
7 don't remember.

8 Q. Now, ma'am, payment of the  
9 expenses after the closing, did you and  
10 Miss Fry have an understanding with respect to  
11 how the expenses were going to get paid going  
12 forward? We may have touched on this a little  
13 bit earlier where you talked about paying for  
14 the maintenance, taxes and the utilities;  
15 correct?

16 A. Yes.

17 Q. Was there anything in writing  
18 confirming that understanding?

19 A. I -- you know, I don't --  
20 something may have been -- she may have  
21 drafted something on her own much later.

22 Q. Much later. Much later when?  
23 After the closing?

24 A. Yes.

25 Q. How long after the closing? Do

1 MARY ANN CARR

2 you know?

3 A. I don't. I can't really say.

4 Q. What did Miss Fry pay after the  
5 closing? Was there, again, an understanding  
6 as to she would be responsible for certain  
7 expenses and you would be responsible for --

8 A. I would be responsible for the  
9 taxes, everything that was related to -- the  
10 maintenance. It's really a very -- you know,  
11 the maintenance includes the heating.

12 Q. Okay.

13 A. So I would be responsible for the  
14 maintenance and the taxes.

15 Q. Okay.

16 A. Basically, all there is.

17 Q. And the utilities?

18 A. And the utilities.

19 Q. So, in essence, Miss Fry had no  
20 obligations to pay any expenses going forward  
21 after the purchase?

22 A. That's correct.

23 Q. And were you paying for all of  
24 the maintenance on the condo and the taxes on  
25 the condo and all the utilities on the condo

1 MARY ANN CARR

2 from the moment you moved in until today?

3 A. No.

4 Q. When did you move into the  
5 property?

6 A. November.

7 Q. Same year?

8 A. Same year. 2013.

9 Q. And how many months did you pay  
10 for the maintenance on the unit?

11 A. I think I paid up until July or  
12 August 2000 --the following year, 2014.

13 Q. So from November of '13 to July  
14 of '14?

15 A. That's correct. Around about  
16 there.

17 Q. And that was the maintenance?

18 A. Yes.

19 Q. What about the taxes on the  
20 property?

21 A. I took care of the property.

22 Q. For that same period of time?

23 A. Yes.

24 Q. And the utilities you --

25 A. Yes.



1 MARY ANN CARR

2 Q. -- did the same thing?

3 What about from August of '14  
4 through the present? Have you paid the  
5 maintenance on the property?

6 A. No.

7 Q. What about the taxes?

8 A. No, I have not paid the taxes.

9 Q. And the utilities?

10 A. Yes.

11 Q. Is there a reason why you were  
12 not paying the maintenance and the taxes from  
13 August of 2014 to the present?

14 A. I had a job interruption where I  
15 wasn't working. And when I did go back to  
16 work, I offered to pay for it. She didn't  
17 want me to pay for it.

18 Q. Do you have anything confirming  
19 that in writing?

20 A. I definitely have something. I  
21 have an e-mail. And I said I would pay the  
22 taxes, and I would pay the maintenance. She  
23 did not want that.

24 Q. When was that e-mail?

25 A. That was last year, 2015.

1 MARY ANN CARR

2 Q. When you say last year, when in  
3 2015?

4 A. Around August of 2015.

5 Q. You're currently still paying the  
6 utilities?

7 A. Yes.

8 Q. At any point in time, did  
9 Miss Fry provide you with any monies in order  
10 to pay for the maintenance or the taxes on the  
11 property from her funds and then give the  
12 check to you?

13 A. Yes.

14 Q. And for how long a period of time  
15 did that happen? Do you know?

16 A. Well, probably from that...

17 Q. November of '13 through July of  
18 '14?

19 A. No.

20 Q. Okay. Tell me when, if you know.

21 A. From November of '14?

22 Q. No, November of '13.

23 A. '13. The time that she gave me  
24 the money started in two -- okay. Maybe  
25 November of '14. Maybe November of '14.

1 MARY ANN CARR

2 Q. Until when?

3 A. Until August -- July. July of  
4 2015.

5 Q. Did you receive checks from her  
6 every month, or were they sporadic?

7 A. No. She would give them to me  
8 each month.

9 Q. What was the purpose of her  
10 giving you those checks?

11 A. It was to pay the maintenance.

12 Q. Okay.

13 A. And I think maybe one or two was  
14 to pay the taxes.

15 Q. And did you utilize the funds to  
16 pay the maintenance and the taxes?

17 A. For the most part, yes.

18 Q. When you say, "for the most  
19 part," did you use the money for anything  
20 else?

21 A. I definitely was late, even after  
22 I had received the money.

23 Q. What do you mean "late"? Late in  
24 making payments for the maintenance or the  
25 taxes?

1 MARY ANN CARR

2 A. Yes.

3 Q. Okay. And why would that have  
4 happened?

5 A. Because I had a daughter. I have  
6 a daughter that I was taking care of.

7 Q. You were using the money to  
8 support your daughter instead of paying the  
9 taxes and the maintenance?

10 A. The answer to that is...

11 Q. Yes or no?

12 A. I was struggling.

13 Q. So the answer is yes?

14 A. Struggling to take care of my  
15 daughter.

16 Q. But the question is: Did you  
17 utilize the monies to support your daughter  
18 instead of the intended purpose of paying the  
19 maintenance and taxes? Yes or no?

20 A. At that time, yes, I took care of  
21 my daughter, because I figured I would be able  
22 to replace the money.

23 Q. Were you receiving the bills from  
24 the management company for the maintenance and  
25 the taxes from the tax department?

1 MARY ANN CARR

2 A. Yes, I was.

3 Q. Okay. They went directly to the  
4 unit; correct?

5 A. Yes.

6 Q. Did you ever provide those bills  
7 to Miss Fry so she could see them  
8 simultaneously when you got them?

9 A. I don't recall whether I did or  
10 not. But they certainly were available to  
11 her. Her name is on the -- you can go up to  
12 the tax department and get the information.

13 MR. CALLY: If I could mark as  
14 Plaintiff's D.

15 (Whereupon, PLAINTIFF'S  
16 EXHIBIT D, Checks, were marked  
17 for identification.)

18 Q. Ma'am, I want to show you what's  
19 just been marked as Exhibit D, which consists  
20 of seven checks, and ask you if you recognize  
21 those checks and what the purpose of receiving  
22 those checks is for.

23 (Witness examines documents.)

24 A. I believe they were for taxes and  
25 maintenance.

1 MARY ANN CARR

2 Q. Did you receive additional checks  
3 beyond the seven that I just showed you?

4 A. Yes.

5 Q. And was the purpose of the checks  
6 that you had received all for the same reason,  
7 to pay the maintenance and the taxes, or did  
8 you receive additional funds for other  
9 purposes?

10 A. Additional funds for other  
11 purposes.

12 Q. Let me go back for a second. Did  
13 you receive any additional checks solely for  
14 the purpose of paying the maintenance and the  
15 taxes in addition to those seven checks?

16 A. I really can't -- I do not know  
17 whether I did or not.

18 Q. Okay. When you --

19 A. There were additional checks.  
20 I'm not certain.

21 Q. You would have a checking  
22 account; is that correct?

23 A. Yes.

24 Q. And your checking account, if you  
25 received the checks from Miss Fry, would have

1 MARY ANN CARR

2 been deposited into your account? Is that  
3 correct?

4 A. Yes.

5 Q. So your bank statements for the  
6 period of time from the purchase to the  
7 present would reflect the deposits being made  
8 into your account from the checks received  
9 from Miss Fry?

10 A. Yes.

11 Q. Did you ever take the checks and  
12 cash them as opposed to depositing them?

13 A. Not -- I don't -- I don't think  
14 so.

15 Q. So whatever checks that Miss Fry  
16 would have given you would have then been  
17 deposited into your account, and again they  
18 would have shown up on your bank statements;  
19 correct?

20 A. Yes.

21 MR. CALLY: I'm going to ask  
22 for your bank statements from the point  
23 of time from October of 2013 to the  
24 present.

25 DOCUMENT/DATA REQUESTED: \_\_\_\_\_,

1 MARY ANN CARR

2 MR. LIPINSKY: I ask that you  
3 follow-up in writing.

4 Q. Did you and Miss Fry ever execute  
5 anything in writing with respect to payment  
6 for interest or payment for expenses for the  
7 property at 105 Nottingham Road in Bedford  
8 Hills?

9 A. So would you please repeat that?

10 Q. Did you ever sign anything,  
11 between you and Miss Fry, with respect to  
12 payments to be made by you to Miss Fry and/or  
13 any other written understanding as to paying  
14 expenses going forward?

15 A. I believe so. I believe she drew  
16 up something.

17 Q. Do you recall whether that was  
18 one document or whether there was more than  
19 one agreement that was signed between the two  
20 of you?

21 A. I think there was more than one.

22 Q. Do you recall what the content of  
23 the documents were?

24 A. Not really.

25 Q. Do you know whether or not they



1 MARY ANN CARR

2 covered obligations for you to be responsible  
3 to pay for?

4 A. Do I know -- to pay for...?

5 Q. For the unit. The residence.

6 A. To purchase the unit? To pay for  
7 the unit?

8 Q. To pay for the expenses for the  
9 unit, to purchase the unit. Whatever it might  
10 have been.

11 A. The expenses for the unit, yes.  
12 But not to purchase the unit.

13 Q. Okay. Did you ever have a  
14 written understanding with respect to  
15 obtaining a mortgage and purchasing the unit  
16 from Miss Fry?

17 A. I don't recall.

18 MR. CALLY: If I could please  
19 have this marked as Plaintiff's Exhibit  
20 E.

21 (Whereupon, PLAINTIFF'S  
22 EXHIBIT E, Contract, was  
23 marked for identification.)

24 Q. Ma'am, I want you to take a look  
25 at this document and ask you if you recognize

1 MARY ANN CARR

2 it and if your signature appears on the  
3 document.

4 (Witness examines document.)

5 A. My signature appears.

6 Q. Do you recognize the document?

7 A. Well, my signature appears. I  
8 can't say that I do or I don't recall seeing  
9 this, but obviously I had to have seen it.

10 Q. Otherwise it wouldn't have your  
11 signature on it?

12 A. Correct.

13 Q. Ma'am, I want you to take a look  
14 at paragraph 3 and 4 of that document. Just  
15 them to yourself for a moment, and I'm going  
16 to ask you a question about it.

17 A. Three and four?

18 Q. Three and four.

19 In paragraph 3, does it indicate  
20 that Thea Fry provided the funds for the cash  
21 purchase of the condo and the closing costs  
22 and other borrowings totaling \$237,310.32?

23 A. Yes, it does.

24 Q. And does IT also indicate in  
25 paragraph 4, that Mary Ann Carr would pay

1 MARY ANN CARR

2 7 percent interest on this loan by the 6th of  
3 each month until the principal of the loan is  
4 repaid, and at that date, the monthly payment  
5 due was going to be \$1,661.17, with the first  
6 payment due on January 6th of 2014? Does it  
7 say that?

8 A. It does say that.

9 Q. Does it also indicate in  
10 paragraph 6 that Mary Ann Carr and Thea Fry  
11 will agree on the refinancing terms in  
12 attaining mortgage on the property by  
13 December 31st of 2014?

14 A. It does say that.

15 Q. Does it also indicate in  
16 paragraph 7 that Mary Ann Carr will repay Thea  
17 Fry the amount of principal that becomes  
18 available through the refinancing of the  
19 condo?

20 A. That's what it says.

21 Q. And that in paragraph 8, if  
22 there's any part of the loan that remains  
23 outstanding, that you would continue to pay  
24 interest at 7 percent on the 6th of each  
25 month; is that correct?

1 MARY ANN CARR

2 A. That's correct.

3 Q. And then your signatures were  
4 both notarized; is that correct?

5 A. It looks that way.

6 MR. CALLY: If I could have  
7 marked as Plaintiff's Exhibit F.

8 (Whereupon, PLAINTIFF'S  
9 EXHIBIT F, Checks, marked for  
10 identification.)

11 Q. Ma'am, I want to show you what's  
12 been marked as Plaintiff's Exhibit F and ask  
13 you to take a look at the documents attached  
14 to it, and if you then recognize those  
15 documents.

16 (Witness examines document.)

17 A. Yes, they were checks.

18 MR. LIPINSKY: How many? Go  
19 over them.

20 Q. How many checks are there? Are  
21 there six there, ma'am?

22 A. Yes.

23 Q. What is the amount of the checks?

24 A. \$1,651.72.

25 Q. And, ma'am, that's the same

1 MARY ANN CARR

2 amount that was listed in paragraph 4 of  
3 Exhibit E?

4 A. Yes.

5 Q. In response to signing that  
6 agreement, you then complied with the  
7 agreement by providing those checks to  
8 Miss Fry; is that correct? Yes or no, ma'am?

9 A. The answer is I tried to give her  
10 some money back.

11 Q. The answer is yes or no. You  
12 wrote checks in the same amount that the  
13 agreement called for in paragraph 4; is that  
14 correct?

15 A. The agreement to the paragraph --  
16 yes.

17 Q. Ma'am, do you know what the total  
18 of the checks added up to?

19 A. No. But it's easy to do the  
20 math.

21 Q. It is. I've done the math.  
22 Would you trust my math?

23 A. Yes, I would.

24 Q. I added it up to \$9,968.26. Does  
25 that seem about fair?

1 MARY ANN CARR

2 A. Yes, it does.

3 Q. Okay.

4 A. It sounds accurate.

5 Q. At any point in time, ma'am, in  
6 compliance with the agreement, did you try and  
7 obtain a mortgage in compliance with the terms  
8 of the mortgage?

9 A. Did I try to obtain a mortgage?  
10 The answer is no, I haven't tried to obtain a  
11 mortgage.

12 Q. Why not, ma'am?

13 A. Because my work record was very  
14 broken.

15 Q. In paragraph 6 of that agreement,  
16 doesn't it indicate that you were trying to  
17 get a mortgage on or before December 31st of  
18 2014?

19 A. That's what it says.

20 Q. Did you make any attempts to get  
21 a mortgage prior to December 31st of 2014?

22 A. You can't get a mortgage if  
23 you're not working.

24 Q. Is the answer, yes, you tried; or  
25 no, you didn't?

1 MARY ANN CARR

2 A. The answer is if you call a  
3 mortgage broker --

4 Q. Yes or no?

5 A. Calling mortgage --

6 Q. Yes or no?

7 A. Yes.

8 Q. You tried?

9 A. Yeah.

10 Q. Were you successful?

11 A. No.

12 Q. What attempts did you make to  
13 obtain a mortgage? What did you do?

14 A. I called a mortgage broker.

15 Q. What did they say to you? Which  
16 broker did you call?

17 A. I have to look it up.

18 Q. You don't remember who it was?

19 A. I don't remember.

20 Q. Do you recall when that was?

21 A. I -- I really don't.

22 Q. Was it in 2014? Remember you  
23 remember you moved in in November of 2013, so  
24 it's not a lot of time in '13; right?

25 A. Right, there's no time in '13.

1 MARY ANN CARR

2 It would be -- it would have been  
3 probably in '14.

4 Q. Okay. And were you successful in  
5 trying to get a mortgage?

6 A. The mortgage broker told me that  
7 I would not qualify based on work history.

8 Q. In 2014 what was your total  
9 annual income?

10 A. I don't know. But I do have tax  
11 records.

12 MR. CALLY: So I'm going to  
13 ask for the production of your tax  
14 returns and W-2s for '13, '14 and '15.

15 DOCUMENT/DATA REQUESTED: \_\_\_\_\_

16 MR. LIPINSKY: Take it under  
17 advisement. Please follow up in  
18 writing.

19 Q. Ma'am, did there come a point in  
20 time after that agreement was executed that  
21 you and Miss Fry executed another agreement?

22 A. The answer to that is not on  
23 purpose.

24 MR. CALLY: I'm going to ask  
25 that be stricken.



1 MARY ANN CARR

2 Q. The question was whether or not  
3 you executed another agreement. The answer is  
4 either yes, you did; or no, you did not.

5 A. I think she typed up something  
6 else.

7 Q. And did you sign that something  
8 else?

9 A. She read it to me. I did not --

10 Q. Did you sign it?

11 A. I believe I signed it.

12 Q. Okay. Thank you.

13 Ma'am, I want to go back for a  
14 minute to the closing. Were there any  
15 conversations, in the presence of  
16 Mr. Lichtenstein, between you and Miss Fry  
17 regarding how the deed would be in the names  
18 of -- we went through the deed; it shows with  
19 rights of survivorship and your name was  
20 added. Was there any conversation in front of  
21 Mr. Lichtenstein with respect to how that  
22 should have been done?

23 A. Well, he advised us on what  
24 should be done.

25 Q. So the conversation occurred

1 MARY ANN CARR

2 between you, Mr. Lichtenstein and Miss Fry; is  
3 that correct?

4 A. Yes.

5 Q. And you're saying he said this is  
6 how the title should be held, with both of  
7 your names with rights of survivorship?

8 A. Based on -- yes, the information  
9 he received, and she had given to him.

10 Q. Did you give him any information?  
11 You were a part of this conversation.

12 A. I did not give any information.  
13 I was a very -- I was a very passive, quiet  
14 person.

15 Q. You didn't contribute to the  
16 conversation at all? You just sat --

17 A. I did not 2contribute.

18 Q. You just sat there and listened?

19 A. I did not contribute.

20 He asked her, "Are you sure you  
21 want to do this?" several times over.

22 And she said, "I'm certain."

23 And I asked her --

24 Q. Ma'am, there's no question before  
25 you. I'm sorry.

1 MARY ANN CARR

2 Ma'am, we talked about the  
3 maintenance bills where we went through the  
4 checks that were provided to you by Miss Fry.

5 Did you ever overestimate or give  
6 inaccurate information with respect to the  
7 amount of the maintenance so Miss Fry wrote  
8 you checks for more than what the amount was?

9 A. No. I told her what the payment  
10 was. I mean I told her what it was.

11 Q. What about the taxes? Same  
12 thing?

13 A. Same thing.

14 Q. Same question?

15 A. I told her, yes.

16 Q. You told her the exact amount,  
17 and she wrote you a check?

18 A. It's very -- it was easy to  
19 obtain that information.

20 Q. Okay. But you gave her  
21 information?

22 A. I did give her the information.  
23 And I may have provided an invoice. I can't  
24 say for certain.

25 Q. Okay.

1 MARY ANN CARR

2 A. But I did not do that.

3 MR. CALLY: Can we have this  
4 marked as G, I believe.

5 (Whereupon, PLAINTIFF'S  
6 EXHIBIT G, July 27, 2015  
7 letter, was marked for  
8 identification.)

9 Q. Ma'am, did you ever execute a  
10 document regarding renting the property from  
11 Miss Fry?

12 A. I really --

13 Q. Yes or no?

14 A. I don't recall. I honestly don't  
15 remember.

16 Q. Did you execute a document that  
17 would have indicated that you would sign over  
18 the property -- meaning the deed to the  
19 property -- to Miss Fry in her name only?

20 A. I really don't recall whether I  
21 did that. I certainly would not have wanted  
22 to do that.

23 Q. Did you or did you not sign?

24 A. I don't think so. I just don't  
25 remember.

1 MARY ANN CARR

2 Q. Could you please take a look at  
3 what's been marked as Plaintiff's Exhibit G,  
4 and I ask you if you recognize that document.

5 (Witness examines document.)

6 A. Actually, I do not recognize the  
7 document.

8 Q. Do you recognize your signature?

9 A. I recognize my signature.

10 Q. So your signature appears on that  
11 document?

12 A. Yes.

13 Q. Would you have had to have seen  
14 that document and reviewed that document  
15 before you signed it?

16 A. I did not read the document  
17 because it was presented to me at nighttime,  
18 and I did not have my glasses with me.

19 Q. Did you sign the document?

20 A. I did. That's my signature.

21 Q. It's dated, as well; correct?

22 A. It is dated.

23 Q. Let's take a look at the  
24 document. Does it indicate in this sentence  
25 here that you would be obligated to pay rent

1 MARY ANN CARR

2 for staying at the 105 Nottingham Road, Unit  
3 H, Bedford Hills, New York condo?

4 A. That's what it states there.

5 Q. And you signed that; right?

6 A. She said --

7 Q. Ma'am, you signed it; right?

8 A. My signature --

9 Q. Yes or no?

10 A. That is my signature. But I did  
11 not --

12 Q. Ma'am, there's no question.

13 And does it also indicate, ma'am,  
14 by you paying rent -- in this fourth paragraph  
15 from the bottom -- that Miss Fry would then be  
16 responsible for all of the costs associated  
17 with 105 Nottingham Road, Unit H?

18 A. That's what it says there.

19 Q. And you testified previously that  
20 since August of 2014 to the present, you've  
21 paid no maintenance, no taxes, only the  
22 utilities?

23 A. That's correct.

24 Q. And, ma'am, at any point in time  
25 were you provided documentation to sign over

1 MARY ANN CARR

2 your interest in the property to Miss Fry?

3 A. Was I provided documentation, no.

4 Q. You were not?

5 MR. CALLY: If I could please  
6 have these marked as three documents  
7 marked collectively together.

8 (Whereupon, PLAINTIFF'S  
9 EXHIBIT H, was marked for  
10 identification)

11 Q. Ma'am, I'm going to show them  
12 individually to you, and then we'll keep them  
13 together as one document.

14 This first document is labeled an  
15 RP5217. Did Miss Fry present this document to  
16 you for your signature in 2015 prior to the  
17 commencement of this action?

18 (Witness examines document.)

19 A. No.

20 Q. Did Miss Fry present to you this  
21 form called a TP584, which is associated with  
22 the transfer of ownership of the real property  
23 at 105 Nottingham Road?

24 A. No, she did not.

25 Q. Did Miss Fry, in or about October

1 MARY ANN CARR

2 2015, present to you a part of Exhibit H,  
3 which is a deed transferring ownership of the  
4 property from the two of you to Miss Fry  
5 individually?

6 A. No.

7 Q. Did you ever have discussions  
8 with Miss Fry regarding transferring your  
9 ownership interest in the property, and in  
10 exchange for that you would pay rent?

11 A. No, not that I recall.

12 Q. I want to go back, ma'am, a  
13 second, to Exhibit C, the summons and  
14 complaint. You indicated previously you  
15 acknowledged having been served with this  
16 document; correct?

17 A. Yes.

18 Q. Did you have an opportunity to go  
19 through that document and see the exhibits  
20 attached to that document?

21 MR. LIPINSKY: I'm just asking  
22 you to clarify when.

23 Q. After you were served with the  
24 document, the document being the summons and  
25 complaint?



1 MARY ANN CARR

2 A. Did I have a chance to go through  
3 it?

4 Q. Yes.

5 A. Did I look through it thoroughly  
6 and review it?

7 Q. Did you go through it?

8 A. I looked at it, but I didn't go  
9 through it.

10 Q. We looked at Exhibit A, which was  
11 the deed. Do you recall going through that  
12 earlier today.

13 (Witness examines document.)

14 Q. Then Exhibit B is what they call  
15 the legal description. It describes the  
16 property. Exhibit C appear to be checks that  
17 were negotiated at the time of the closing  
18 along with a title report. Do you see that?

19 A. Yes.

20 Q. Or, at least, a title bill.

21 A. Yes.

22 Q. Then the additional checks that  
23 we had separately gone through before.

24 And then Exhibit D, which are  
25 checks that were also payable to the Bedford

1 MARY ANN CARR

2 Terrace Condo and checks that were issued to  
3 you that we had gone through earlier.

4 Do you recall that?

5 A. Yes.

6 Q. Did you at some point retain an  
7 attorney to represent you in this action?

8 A. Yes.

9 Q. Is that gentleman sitting next to  
10 you?

11 A. Yes, he is.

12 Q. And did you pay the attorney a  
13 retainer fee to represent you?

14 MR. LIPINSKY: Objection. I  
15 don't see how it's relevant.

16 You certainly don't have to  
17 answer.

18 MR. CALLY: She's bound to  
19 answer under the rules.

20 MR. LIPINSKY: You could  
21 answer.

22 A. Yes.

23 Q. And how much did you pay your  
24 attorney?

25 MR. LIPINSKY: Objection.

1 MARY ANN CARR

2 Again I don't see how this is relevant.

3 Q. Ma'am?

4 MR. LIPINSKY: You can answer.

5 A. \$500.

6 Q. Did you pay him any additional  
7 monies --

8 A. Yes.

9 Q. -- over and above the \$500?

10 A. Yes.

11 Q. How much have you paid him in  
12 total?

13 A. \$1,500.

14 Q. That includes the first \$500?

15 A. Yes.

16 Q. Okay. So 15 in total?

17 A. Yes.

18 MR. CALLY: We can mark this  
19 as Exhibit I.

20 (Whereupon, PLAINTIFF'S  
21 EXHIBIT I, Notice of Pendency,  
22 marked for identification.)

23 Q. Ma'am, I want to show you what's  
24 been marked as Plaintiff's Exhibit I and ask  
25 you if you recognize that document.

1 MARY ANN CARR

2 (Witness examines document.)

3 A. I think it was sent to my home.

4 Q. You've seen that before?

5 A. Yes, I have.

6 Q. And that was sent to you by my  
7 office?

8 A. Yes.

9 Q. Okay. And is that document  
10 entitled "Notice of Pendency"?

11 A. Yes.

12 MR. CALLY: May I please have  
13 this marked as J.

14 (Whereupon, PLAINTIFF'S  
15 EXHIBIT J, Verified Answer and  
16 Counterclaims, marked for  
17 identification.)

18 Q. Miss Carr, I want to show you  
19 what's been marked as Plaintiff's Exhibit J  
20 and ask you if you recognize that document.  
21 It's labeled "Verified Answer and  
22 Counterclaim."

23 (Witness examines document.)

24 A. I do.

25 Q. Was that your response to the

1 MARY ANN CARR

2 summons and the complaint?

3 A. Yes.

4 Q. Ma'am, I want you to just take a  
5 look at paragraph 17, which is contained in  
6 your first counterclaim. You'll see it on  
7 page 3 of the document.

8 A. Yes.

9 Q. You say there that upon  
10 information and belief you believe that this  
11 was a gift to you from Miss Fry. When I say  
12 "this was," meaning the condominium was  
13 purchased as a gift for you.

14 What led you to believe that?

15 A. She stated that over and over.

16 Q. Did you have anything in writing  
17 that provided this as a gift to you?

18 A. I didn't have anything in  
19 writing.

20 Q. Meaning you still don't --  
21 there's nothing in writing?

22 A. Other than the will that she had  
23 me sign, her will, saying she was going to  
24 gift this to me now, versus waiting.

25 Q. Okay. So you're indicating

1 MARY ANN CARR

2 there's something in writing that says she's  
3 buying this condominium for you instead of  
4 giving you something in the future?

5 A. Yes.

6 Q. And do you have a copy of that?

7 A. I'm saying that...

8 Q. Either you do or you don't have  
9 have a copy.

10 A. I have a copy of a signed -- of  
11 her signed will that I signed.

12 Q. You signed it as what? A  
13 witness, ma'am?

14 A. Not as a witness, no.

15 Q. How did you sign? What was the  
16 purpose of you signing?

17 A. The purpose of me signing was at  
18 her executor.

19 Q. So as her executor, what did you  
20 sign?

21 A. Her will.

22 Q. Okay.

23 A. The will. I signed as saying  
24 that I would be her executor.

25 Q. So she appointed you as an

1 MARY ANN CARR

2 executor of her will? Is that it?

3 A. Yes.

4 Q. So that document doesn't indicate  
5 anything other than you're her executor. It  
6 doesn't say that she's going to give you this  
7 house? Does it?

8 A. Inside of the -- which I don't  
9 have a copy it -- we did those...

10 Q. Either it does or it doesn't say  
11 that.

12 A. It says that she was going to  
13 give me X number of dollars, which I'd put in  
14 her safe deposit box.

15 Q. Okay .

16 A. And I do not have a key as of  
17 now.

18 Q. And do you know whether or not  
19 she has since changed her will and removed you  
20 as executor?

21 A. Yes. I received something from  
22 you, or from her.

23 Q. It wouldn't have been from me?

24 A. Okay.

25 Q. But that's okay.

1 MARY ANN CARR

2 A. Yes.

3 Q. You say you received something.

4 What did you receive?

5 A. A cancellation of any type of  
6 arrangement with me as the executor.

7 Q. So you're no longer an executor  
8 of her will?

9 A. That's correct.

10 Q. Okay, fair enough.

11 Did you ever obtain anything in  
12 writing from Miss Fry that indicated she  
13 purchased this condominium for you as a gift?

14 A. I don't recall having anything.  
15 Maybe -- maybe there were some e-mails that I  
16 could dig up.

17 Q. But you don't have them with you  
18 today, do you?

19 A. Well, I have them -- well, it's  
20 my Smartphone. It probably would take a long  
21 time to dig them up.

22 Q. Now.

23 A. I didn't ask for it.

24 Q. There's no question.

25 MR. CALLY: If we could have



1 MARY ANN CARR

2 this marked as Plaintiff's Exhibit K.

3 (Whereupon, PLAINTIFF'S  
4 EXHIBIT K, First Notice of  
5 Discovery and Inspection  
6 marked for identification.)

7 Q. I want to show you what's just  
8 been marked as Plaintiff's Exhibit K and ask  
9 you if you have seen this document before.

10 (Witness examines document.)

11 A. I can't recall whether I have  
12 seen this, but...

13 Q. Can you tell me, ma'am, whether  
14 or not you produced any documentation in  
15 response to that notice for production of  
16 documentation?

17 A. I have not produced any  
18 documentation.

19 MR. CALLY: If we could have  
20 this marked as L.

21 (Whereupon, PLAINTIFF'S  
22 EXHIBIT L, Notice to Take  
23 Deposition, marked for  
24 identification.)

25 Q. Just to go back for one second to

1 MARY ANN CARR

2 K, does the first request ask for you to  
3 produce checks, et cetera, regarding the  
4 purchase of Nottingham Road?

5 A. I'm sorry. Which number.

6 Q. Number 1.

7 (Witness examines document.)

8 A. That's what it asks.

9 Q. Okay. And did No. 2 ask you for  
10 all the bank accounts relative to bank  
11 statements relative to any withdrawals, et  
12 cetera?

13 A. Yes.

14 Q. And it's for you to produce all  
15 e-mail -- I can't read backwards.

16 A. Or written communications.

17 Q. Thank you. Or written  
18 communications between Miss Fry?

19 A. That's what it says, yes.

20 Q. As you testified a minute ago,  
21 you didn't produce anything; correct?

22 A. I had not produced anything,  
23 provided anything.

24 Q. Even, for example, in Item 5  
25 where it says produce your tax returns from

1 MARY ANN CARR

2 2013 to 2015, and 1099s and W2s, you have not  
3 produced that?

4 A. I did not produce that.

5 Q. I don't want to waste time and go  
6 through every one of the items listed here,  
7 but would it be fair to say for the 20 items  
8 lists in this document, you didn't produce any  
9 of them?

10 A. I have not provided any.

11 Q. Let's take a look at Exhibit L.  
12 This was a notice to take your deposition.

13 Can you tell me if you recognize  
14 this document?

15 (Witness examines document.)

16 A. I do not recognize it.

17 Q. Did your attorney show you that  
18 document?

19 MR. LIPINSKY: Objection.

20 You can answer.

21 A. I don't think so.

22 Q. Did you produce for me today any  
23 of the items listed in what is the attached  
24 rider to this document?

25 A. No, I did not provide anything to

1 MARY ANN CARR

2 that.

3 Q. And just so you know, the  
4 document list here was the same as what was in  
5 the other document that we had did before, the  
6 exhibit before .so the answer - I'm sorry --  
7 again was no, you didn't produce anything?

8 A. No, I have not.

9 MR. CALLY: Can we have that  
10 marked as Exhibit M.

11 (Whereupon, PLAINTIFF'S  
12 EXHIBIT M was marked for  
13 identification.)

14 Q. I want to show you what's just  
15 been marked as Plaintiff's Exhibit M and ask  
16 you if you have seen that document before and  
17 if you recognize that?

18 (Witness examines document.)

19 A. I have not seen this. I do not  
20 remember seeing it.

21 Q. You have never seen this before  
22 other than today?

23 A. That's correct.

24 Q. So, Ma'am, just so that I'm  
25 clear, you have no documentation to provide

1 MARY ANN CARR

2 that shows that this was a gift to you; right?

3 MR. LIPINSKY: Objection.

4 Asked and answered.

5 Q. Do you have any documentation to  
6 show that you purchased the property?

7 A. No.

8 Q. Do you have any documentation to  
9 verify that you paid any of the maintenance  
10 and/or taxes on the property?

11 MR. LIPINSKY: Objection,  
12 asked and answered.

13 A. Do I have documentation? Yes, I  
14 do.

15 Q. Do you have the checks with you?

16 A. I do not.

17 Q. Ma'am, have you repaid any of the  
18 money to Miss Fry for the purchase of this  
19 condo?

20 A. You have checks that I gave. You  
21 have copies of checks.

22 Q. That was for interest; correct?

23 A. No.

24 Q. It wasn't?

25 A. That's not for interest.

1 MARY ANN CARR

2 Q. The checks in Exhibit F for  
3 \$1,661 --

4 A. Those are not interest payments.

5 Q. That's not interest?

6 A. No.

7 Q. I want to look at Exhibit E again  
8 and, in particular, paragraph 4. I'll ask you  
9 if that indicates that the payments of of  
10 \$1,661 were for interest?

11 A. It was not my understanding.

12 Q. You signed that document; right?  
13 You testified to that earlier?

14 A. I said I -- yes.

15 Q. Okay. Have you paid any other  
16 payments to Miss Fry for the purchase of  
17 and/or -- withdrawn -- the purchase of this  
18 condo outside of these interest checks?

19 MR. LIPINSKY: Objection to  
20 the characterization of the checks.

21 A. Not interest checks.

22 Q. Outside of the checks that are  
23 part of Exhibit F, have you provided Ms. Fry  
24 with any additional payment towards the  
25 purchase of that property?

1 MARY ANN CARR

2 A. No.

3 Q. Ma'am, what's your current income  
4 right now, 2016, working with SAP?

5 A. My current income?

6 Q. I'm sorry. You said it was  
7 \$125,000? That's your salary now?

8 A. Yes, that's correct.

9 MR. CALLY: If I could just  
10 have two minutes. I don't think I have  
11 any other questions.

12 MR. LIPINSKY: Sure.

13 (Short recess taken.)

14 MR. CALLY: Subject to the  
15 production of the items requested, that  
16 being tax returns and any other written  
17 agreements signed by the parties, we're  
18 concluding the deposition for today.

19 Thank you for coming.

20 (Time noted: 4:26 p.m.)  
21  
22  
23  
24  
25

1	MARY ANN CARR
2	
3	CORRECTION SHEET
4	PAGE(S) \ LINE(S) \ SHOULD READ --
5	_____
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19	-----
20	MARY ANN CARR
21	
22	
23	
24	
25	



1 MARY ANN CARR

2 STATE OF NEW YORK )

3 ) SS:

4 )

5 COUNTY OF WESTCHESTER )

6 I, MARY ANN CARR, a DEFENDANT herein, do  
7 hereby certify that having been first duly sworn  
8 to testify to the truth, gave the above  
9 deposition, which was recorded stenographically  
10 and reduced to this original transcript.

11 I FURTHER CERTIFY that the foregoing  
12 transcript is true and correct transcript of the  
13 testimony given by me at the time and place  
14 specified hereinbefore.

15 I FURTHER CERTIFY that any  
16 corrections or changes to this testimony have  
17 been made by me on the previous page, "Witness's  
18 Correction Sheet," which has also been signed by  
19 me before a Notary Public.

20 \_\_\_\_\_  
21 MARY ANN CARR

22 Subscribed and sworn to before me this \_\_\_\_ day  
23 of \_\_\_\_\_ 2016

24 \_\_\_\_\_, Notary Public.

25 CERTIFICATE

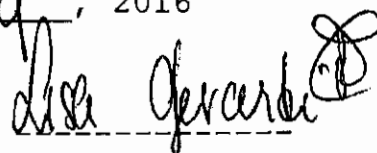
MARY ANN CARR

I, LISA GERARDI, a Notary Public within  
and for the State of New York, do hereby  
certify:

That I reported the proceedings in the  
within entitled matter, and that the within  
transcript is a true record of said proceedings.

I FURTHER CERTIFY that I am not related  
to any of the parties to the action by blood or  
by marriage, and that I am in no way interested  
in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set  
my hand this 10 day of May, 2016

A handwritten signature in black ink, appearing to read "Lisa Gerardi", is written over a dashed horizontal line.

LISA GERARDI  
NOTARY PUBLIC

MARY ANN CARR

\*\*\* I N D E X \*\*\*

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