

-----x
William H. Duckworth,
Plaintiff,

against

Moses R. Crow and John N. Drake,
Defendants.
-----x

The complaint of the plaintiff respectfully shows unto
this Court on information and belief:

I. That at the City of New York, about January 9th, 1896,
the defendant Moses R. Crow made his certain promissory note,
in writing, dated Jan. 9th, 1896, wherein and whereby he pro-
mised to pay six months after the date thereof, to the order of
of John N. Drake One Thousand Dollars at the New York National
2 Exchange Bank, for value received, with interest, and deliver-
ed said note to said payee thereof for value.

II. That thereafter the said John N. Drake endorsed said note
and delivered the same so endorsed; and thereafter and before
the maturity thereof said note so made and endorsed came to
the hands of the plaintiff for value.

III. That upon maturity of said note the same was duly pre-
sented for payment at the place where the same was by its terms
made payable, and payment thereof was duly demanded, which was
refused; whereupon the said note was duly protested for non-
3 payment, of all of which due notice was given to the defend-
ants above named.

IV. That the plaintiff is now the owner and holder of said
note, and no part of same has been paid except the sum of Ten
Dollars, the proceeds of the sale of a bond of the Upper New
York City Water Company, which was delivered with said promiss-
sory note, as collateral security for the payment of the sum,

(2)

leaving due and unpaid thereon the sum of Nine Hundred and Ninety Dollars.

4 W H E R E F O R E the plaintiff demands judgment herein against the above named defendants in said sum of Nine Hundred and Ninety Dollars, with interest thereon from January 9th, 1896, besides the costs of this action.

Cromwell G. Macy,

Plaintiff's Attorney,

261 Broadway, N. Y. City.

CITY AND COUNTY OF NEW YORK SS:-

CROMWELL G. MACY, being first duly sworn says: that he is the attorney for the plaintiff herein; that the foregoing complaint is true of his own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters he believes the same to be true.

5 That the reason why this verification is not made by the plaintiff is that this action is founded upon a written instrument for the payment of money only, which instrument is now in deponent's possession, and deponent's information regarding the allegations of the foregoing complaint is derived from an inspection of said instrument and from the statements of the plaintiff and defendants herein regarding the same.

Sworn to before me this)

Cromwell G. Macy.

24th day of Dec. 1896.)

Ferd. S. Briggs

Notary Public in and for Kings County)

6 Certificate filed in New York County.))

-----x
William H. Duckworth,
Plaintiff,
against
Moses R. Crow and John N. Drake,
Defendants .
-----x

The defendant Moses R. Crow, answering the complaint of the plaintiff herein, avers:

I. He admits the allegations contained in paragraph 1 of the complaint herein, except that part in which it avers as follows, to wit: "And delivered said note to said payee thereof for value", and in answer to that allegation the defendant herein denies the same as therein alleged and avers that it was delivered in the manner hereinafter set forth.

2 II. This defendant has no knowledge or information sufficient to form a belief as to the allegations contained in paragraph 2 of the complaint, and therefore denies the same.

III. This defendant has no knowledge or information sufficient to form a belief, as to whether or not, due notice of protest was given to the defendant, John N. Drake, as alleged in paragraph 3 of the complaint, and therefore denies the same.

3 IV. This defendant has no knowledge or information sufficient to form a belief as to the truth of the allegations as alleged in paragraph 4 of the complaint, and therefore denies the same.

V. This defendant further answering and as a separate and distinct defense, avers, that the defendant, John N. Drake claimed prior to the making of the note referred to in the complaint herein, to be the owner of certain newspaper and

plant known as the New York Dispatch, including certain printing presses, type-setting machine and the plant and machinery connected with the said newspaper and the printing and publishing of the same, and represented to this defendant that there were no liens upon said property, with the exception of a chattel mortgage of about One Thousand Dollars held by one McGonigle, which statements were made by the defendant, John N. Drake, to this defendant, to induce this defendant to purchase the said plant for Eleven Thousand and Five Hundred Dollars. That pursuant to such statements and relying thereon, this defendant purchased of the defendant, John N. Drake, the said property aforesaid, for the sum of Eleven Thousand Five Hundred Dollars, and as part consideration paid by this defendant to the defendant John N. Drake, was the note mentioned and referred to in the complaint herein, which accompanied by collateral, consisting of a bond of the Upper New York City Water Company, as alleged in the complaint, of the par value of One thousand Dollars.

VI. This defendant further answering, and as a separate and distinct defense, avers, that after possession of said property, he found the statements made by the defendant, John N. Drake, to be incorrect, in that certain parties claimed a lien upon a portion of the machinery, to wit, the said type-setting machine, and as this defendant is informed and believes, there are other liens or litigations which might develop into liens and become liens against said property.

VII. This defendant further answering, and as a separate and distinct defense, avers; That prior to the sale of the bond referred to in the complaint herein, which was collateral

(3)

to the said note, this defendant notified the plaintiff through his attorney, one Cromwell G. Macy, Esq., who had also acted as the attorney for the defendant John N. Drake, claiming that the plaintiff herein had no right to sell such bond, and if he sold the same, he would be held liable for all damages thereon; that notwithstanding such notice, the plaintiff
7 sold the same in such a manner as to damage this defendant in
7 the sum of One Thousand Dollars, the plaintiff having only realized, as is claimed, Ten Dollars on such bond, when it should have realized, as this defendant verily believes, One Thousand Dollars, which amount this defendant off-sets and counterclaims against any claim of the plaintiff herein.

W H E R E F O R E this defendant demands judgment, that the complaint herein be dismissed, and the sum of One Thousand Dollars damages, besides the costs of this action.

Franklin Bien,

8 Attorney for defendant, Moses R. Crow,

No. 317 Broadway,

New York City.

(4)

CITY AND COUNTY OF NEW YORK SS:-

Moses R. Crow, being duly sworn says that he is one of the defendants in this action, that he has read the foregoing answer and knows the contents thereof: and that the same is true of his own knowledge except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes the same to be true.

Sworn to before me this)

M. R. Crow

5th day of Jan., 1897.)

G. R. Hamburgh,

Comm. of Deeds,

N. Y. City & Co.

Fol. 1 CITY COURT OF NEW YORK.

-----X

William H. Duckworth,
Plaintiff,

against

Moses R. Crow, Impleaded
with Johh N. Drake,
Defendants.

-----X

The plaintiff for a reply to the answer of the above
named defendant Moses R. Crow, to the complaint herein on in-
formation and belief:

Denies each and every allegation of paragraph VII. of said
answer contained within folios six and eight of the same.

W H E R E F O R E the plaintiff demands judgment herein
against the said defendant Moses R. Crow, as prayed for in the
2 complaint herein.

Cromwell G. Macy,

Plaintiff's Attorney,

261 Broadway, N. Y. City.

(2)

CITY AND COUNTY OF NEW YORK SS:-

WILLIAM H. DUCKWORTH, being first duly sworn says
that he is the plaintiff in the above action, that the fore-
going reply is true of his own knowledge except as to the mat-
ters therein stated to be alleged on information and belief
and as to those matters he believes the same to be true.

Sworn to before me this)

William H. Duckworth,

6th day of Jan., 1897.)

Ferd. S. Briggs,

Notary Public in and for Kings County)

3 Certificate filed in New York County.)

City and of New York,

William H. Duckworth,

1877

— agst —

Moses R. Crow, ^{Pl. Cl.}
Defto.

Copy
Readings —

Gronwall G. Macy,

Plff's Atty,

261 Broadway

New York City.

City Court of the City of New York.

-----x
Bertha Freund,
 plaintiff
 - vs -
Eugene V. N. Bissell,
 defendant
-----x

ORDER TO SHOW CAUSE.

On all previous proceedings had herein, the affidavits of Robert Goeller and Rosalie Loew, copies of which are hereby served upon you, let this defendant show cause before me on January 18th, 1897, at 10:30 o'clock in the forenoon or as soon thereafter as counsel can be heard why the default taken herein against this plaintiff should not be opened and why this cause should not be restored to the Calendar for Short causes to be heard in Part IV for the third day of February, 1897 and why this plaintiff should not have such other or different relief as to the Court may appear just.

Service of a copy of this order on or about three o'clock in the after-noon of January 15th to be sufficient.

Dated N. Y. January 15th, 1897.

John P. Schuchman
Justice.

-----X

- VS -

A F F I D A V I T .

I had no idea that Freund against Bissel was

on the Calender, until I saw it in the Law Journal about ten minutes to 10 . I went to Miss. Loew's office and asked her to adjourn this case and tell Judge O'Dwyer that I was surprised that the case was on the calender and that I had a case Murman against Davidson in the Supreme Court Part 11.

Miss. Loew's affidavit which is hereto annexed shows that the case was marked as "Dismissed". I went to the offices of Thomason and Allen, 309 Broadway, and Allen said: That he would consent to open the default, provided the Court consented. Allen and myself saw Judge O'Dwyer and he said, he would set the case down for the first Monday in February and open the default if the other side consented, Allen said he rather not consent to this, but would consent to have the case go on at once during that week in Court.

That the defendant was not injured by the delay; I am informed and believe that the only witness the defendant had in Court on the morning of the 4th day of January, 1897, was himself. That he was put to no expence for witness fees.

That this plaintiff is suing as a poor person and the defence of the action is entirely technical.

That an order to show cause , is asked for because the defendant is not stayed and might enter judgment dismissing the consent, at any time.

S worn to before me this

14 day of Janry 1897.

Robert G. Allen
Frederick R. Allen

Allen & Allen

City of N.Y.

City Court of the City of New York.

-----x
Bertha Freund,
 plaintiff
 - vs -
Eugene V. N. Bissell,
 defendant
-----x
:

A F F I D A V I T .

City and County of New York, ss:

Rosalie Loew being duly sworn, says: That she is an attorney and counsellor at law, having offices in the same building with Robert Goeller, Esq., That on the 4th day of January, 1897, the first day of the Term, at the request of said Robert Goeller, Esq., she went to this Court to answer the calendar to be called in Part IV The the above case was on the calendar and that deponent requested the Court to set down the case for some day other day at the same time and informed the Court that the plaintiff would be ready on the following day if the Court would set the case down for that day. After the disposition of the said case, one of the attorneys for the defendant informed deponent that he would agree with the attorneys for the plaintiff to restore the case and to set it down for any day of that Term for trial upon which he would agree if the Court would permit it to be done.

Sworn to before me this

13th day of January, 1897.

State of New York,
City and County of New York, } ss.:

being duly sworn says that he is the
in this action, that he has heard read the foregoing and knows the contents
thereof, and that the same is true of own knowledge, except as to the matters therein stated to be alleged
on information and belief, and that as to those matters he believes it to be true.

Sworn to before me this day }
of 189 }

State of New York,
City and County of New York, } ss.:

being duly sworn says that on the day
of he served the within
upon who is the therein named
at by delivering to and leaving a copy of the same
with him. Deponent further says that he is years of age and that he knew the person served to
be the person mentioned and described in the within as therein.

Sworn to before me this day }
of 189 }

Please take notice that the within is a
copy of

duly entered and filed in the office of the
Clerk of this Court on the

day of 189

Dated, New York,

Yours, etc.,

ROBERT GOELLER,

Att'y,

233 Broadway, N. Y. City.

To

Att'y.

City Court of N. Y.
Benton Freund

N

Eugene J. N. Bissell

Affidavits and
Order to Show Cause

ROBERT GOELLER,

ATTORNEY FOR

233 BROADWAY,

NEW YORK CITY.

DUE AND TIMELY SERVICE OF A COPY OF THE WITHIN

IS HEREBY ADMITTED.

DATED, NEW YORK,

189

Arthur v. Briesen

THE LEGAL AID SOCIETY,

ARTHUR V. BRIESEN, PRESIDENT.

Fol. I

CITY COURT OF THE CITY OF NEW YORK.

#####

MEYER KLEIN,
Plaintiff,

against

CARSTEN BOE and "HENRY" B. BARNES
the name "Henry" being fictitious
real first name unknown to plain-
tiff, doing business under the firm
name and style of "BOE & BARNES."
Defendants.

#####

The complaint of the plaintiff through Julius
Lehmann, his attorney, respectfully shows to the Court.

Admitted

FIRST:- Upon information and belief, that here-
tofore and on the 24th. day of November, 1896, the defend-
ants entered into a contract, in writing, with the Leo
Von Raven Publishing Company, wherein and whereby, for and
in consideration of their advertisement appearing in the
2 programme of the Metropolitan Opera House, during the season
of 1896-97, agreed to pay therefore the sum of Thirty
(\$30.00) Dollars per week, which said sum the defendants
agreed to pay weekly.

admitted

SECOND:- Upon information and belief that said
contract was duly accepted by said Leo Von Raven Publishing
Company, and said Leo Von Raven Publishing Company entered
upon the performance thereof and duly inserted the adver-
tisement for the defendants in the programme aforementioned,
and duly and faithfully carried out its part of said con-
tract, and there became due and owing to the Leo Von Raven
Pol. 3 Publishing Company from the defendants by reason of

admitted

the publishing of said advertisement, the sum of Two hundred and seventy (\$270.00) Dollars, on the 23rd. day of January, 1897.

Admit part

THIRD:- Upon information and belief that said Leo Von Raven Publishing Company duly demanded payment of said sum of Two hundred and seventy (\$270.00) Dollars from this defendant, but that no part thereof has been paid except the sum of One hundred and twenty (\$120.00) Dollars, and there is now due and owing from the defendants to the plaintiff the sum of One hundred and fifty (\$150.00) Dollars.

deny

4 FOURTH:- That before the commencement of this action, the Leo Von Raven Publishing Company, for value, duly assigned the claim above mentioned, amounting to One hundred and fifty (\$150.00) Dollars to this plaintiff who is now the sole owner and holder thereof and that no part thereof has been paid.

WHEREFORE Plaintiff demands judgment against the defendants for the sum of One hundred and fifty (\$150.00) Dollars, with interest from the 23rd. day of January, 1897, besides the costs and disbursements of this action.

JULIUS LEHMANN,

Attorney for Plaintiff,

237 Broadway,

New York City,

N. Y.

Verification.

Ld,

CITY COURT OF THE CITY OF NEW YORK.

```
#####  
#  
# MEYER KLEIN,  
# Plaintiff,  
#  
# -against-  
# COPY  
#  
# CARSTEN BOE and HENRY B. BARNES.  
# ANSWER.  
# Defendants.  
#  
#####
```

The defendants above named by L. J. Noah their attorney, answering the complaint of the plaintiff:

FIRST:- Admit that on or about the 24th. day of November, 1896, a contract in writing was made between the defendants and the Leo Von Raven Publishing Company, for the publication of the advertisement of the defendants in the programme of the Metropolitan Opera House for the season of 1896-97, at the rate of \$30., a week for eleven and a half weeks, and the defendants allege that the complaint of the plaintiff does not set forth the terms and conditions of the said contract correctly or in full as will more fully hereinafter appear.

SECOND:- The defendants admit that the said advertisement was published by the Leo Von Raven Company in the programme of the Metropolitan Opera House for weeks but deny that the said Leo Von Raven Publishing Company duly and faithfully carried out or performed its part of said contract and also deny that the sum of \$270., became due to the said Leo Von Raven Publishing Company from the defendants on the 23rd. day of January, 1896, as alleged

in Paragraph second of said complaint.

THIRD:- The defendants deny each and every allegation contained in Paragraph Third of said complaint except that they have paid the said Leo Von Raven Publishing Company the sum of \$120.00.

FOURTH:- The defendants have no knowledge or information thereof sufficient to form a belief as to the allegations contained in Paragraph Fourth of said complaint, and they therefore deny the same.

FIFTH:- The defendants further answering the complaint herein and for a further and separate defense and counterclaim to the cause of action set forth in the said complaint allege, that the contract between the defendants and the Leo Von Raven Publishing Company provides that the said company shall change the phraseology of the said advertisement agreed upon in said contract and for which the defendants agreed to pay \$30. a week, as often, from time to time, as the defendants should desire, and the said advertisement should be published solely and only in the programme of the Metropolitan Opera House and in no other programme, as the defendants did not desire to advertise their business in a programme which did not circulate among people who did not speculate in stocks and securities. That early in December, 1896, the said Leo Von Raven Publishing Company disregarding the instructions of the defendants and without their consent and contrary to the terms and conditions of its contract with the defendants elected to

Out
for failure
to serve
Bill
of
Particulars

transfer the said advertisement from the programme of the Metropolitan Opera House to the programme of the Olympia Theatre, whereupon on or about the 19th. day of December, 1896, the defendants notified the said Leo Von Raven Publishing Company by letter in writing the receipt of which letter the said Leo Von Raven Publishing Company admitted in a letter to the defendants that they were dissatisfied with the proposed transfer or change; that they could not afford to advertise in a programme which circulates amongst people who never speculate; that they the defendants demanded the discontinuance at once of the publication of said advertisement; that any further publication thereof would not be with the sanction of the defendants and that they the defendants would not pay for the same. That notwithstanding said notice and to the contrary thereof the said Leo Von Raven Publishing Company continued to publish an advertisement over the name of the defendants offering to sell "Puts and Calls" and after the defendants had notified the said Leo Von Raven Publishing Company that they had ceased to deal in said "Puts and Calls" and that said advertisement was a misrepresentation of the business of the defendants and was an injury to them and their business. That the said misrepresentations did injure and damage the defendants in their business in the sum of \$1,000.

SIXTH:- The defendants further answering allege, upon information and belief that this action is not prosecuted in the name of the real party in interest.

SEVENTH:- The defendants further answering allege that this action ought not to be brought or maintained against the defendants because they have, by the payment to the said Leo Von Raven Publishing Company of the sum of \$120.00, as aforesaid, paid in full to the said Leo Von Raven Publishing Company any and all claims and demands which it may or might have against the defendants arising or growing out of said contract.

WHEREFORE the defendants demand judgment that they recover the sum of \$1,000., from the plaintiff together with the costs and disbursements of this action.

LIONEL J. NOAH,

Defendants' attorney,

87 East 116th. Street,

New York City,

VERIFICATION.

CITY COURT OF THE CITY OF NEW YORK.

#####

M E Y E R K L E I N

Plaintiff,

-against-against-

CARSTEN BOE AND HENRY B. BARNES.

Defendants.

#####

R E P L Y.

The plaintiff by Julius Lehmann, his attorney, for a
reply to the counter-claim herein alleges:

He has no knowledge or information sufficient to
form a belief as to the allegations contained in the fifth
paragraph of the defendants' answer herein, and therefore
denies the same.

WHEREFORE Plaintiff demands judgment that the coun-
terclaim interposed be dismissed and that he have judgment
as prayed for in the complaint with costs.

JULIUS LEHMANN,

Attorney for Plaintiff,

237 Broadway,

New York City.

Verification.

CITY AND COUNTY }
OF NEW YORK, } ss:

being duly sworn says, that he is the

in this action, that he has read

the foregoing

and knows the contents thereof, and that the same

is true of his own knowledge, except as to the matters therein stated to be alleged on information

and belief and as to those matters he believes it to be true.

Sworn to before me this

day }

of

189 }

Notary Public,

New York County.

SIR:

Please take notice that the within is a
copy of an

this day
duly entered and filed in the office of the
Clerk of the

Dated, New York, 189

Yours, etc.,

JULIUS LEHMANN,

Attorney for.....

To

..... Esq.

Attorney for.....

My City COURT.

Mayer Klein

PLAINTIFF,

AGAINST

*Carsten Borg
haus*

DEFENDANTS

Pleadings

JULIUS LEHMANN,

ATTORNEY FOR.....

Plaintiff

237 BROADWAY,

NEW YORK.

To

DUE SERVICE OF A COPY HEREOF IS HEREBY ADMITTED.

DATED, NEW YORK, 189

..... ATTORNEY.

At a General Term of the City Court
of New York, held at the City Hall
in the City of New York on the 4th
day of February, 1897.

Present,

Hon. James F. Fitzsimmons, Presiding Justice.
Hon. Lewis J. Conlan,
Hon. John H. McCarthy, Justice.

-----X

C o n r a d M a n d e l :
against :

Conrad L. Heusner and Amelia Gorman as Executrix of the Last Will and Testament of John J. Gorman, deceased. :

-----X

The defendant Amelia Gorman having appealed to the General Term of this Court from that part of an order made in this action on the 26th day of June, 1893, by the Hon. Joseph E. Neuberger and entered in the office of the Clerk of the 18th day of November, 1896, which recites "Upon their filing a bond conditioned for the payment of any judgment recovered in this action " and said Appeal coming on to be heard in its order on the Calendar of this Court,

Now after hearing Archibald C. Shenstone Esq. of counsel for the Appellant, in support of said appeal and Morris Cukor, Esq., of counsel for the Plaintiff-Respondent, and Louis Cohen Esq. of counsel for the defendant, Conrad L. Heusner, in opposition thereto; it is

O R D E R E D that the said order appealed from be and the same is hereby modified by striking therefrom the words "Upon their filing a bond conditioned for the payment of any judgment recovered in this action," and as

so modified said order is in all respects affirmed without
costs.

City and County of New York, ss;

being duly sworn deposes and says, that he is the in this action: that he has heard read the fore-
going and knows the contents thereof; that the same is true of own knowledge,
except as to the matters therein stated to be alleged on information and belief, and that as to those matters
he believes is to be true.

Sworn to be before me, this

day of

189

}

SIR:

Take Notice that the within is a copy of
this day duly
entered in the office of the Clerk of this Court.

Dated, N. Y., 189

Yours, &c.,

MASHBIR & CUKOR,

Attorney for

61 Park Row,

NEW YORK CITY.

To

Esq.

Attorney for

SIR:

Take notice, that an Order, of which the
within is a copy, will be presented to Mr. Justice
Fitzsimmons at *Third Room Post IV* of this
Court, at the *City Hall* in the City of New
York, on the *10* day of *February* 189*7*, at
104 M., for settlement and entry herein.

Dated, N. Y., *February 7th* 189*7*.

Yours, &c.,

MASHBIR & CUKOR,

Attorneys for *Deft*

61 Park Row,

NEW YORK CITY.

To

G. L. Henstone Esq.

Attorney for *Gorman*

N. Y.

Court.

Conrad Mandel

PLAINTIFF

AGAINST

Amelia Gorman,
Conrad L. Gorman
et al

DEFENDANTS

Order and Notice
Settlement

MASHBIR & CUKOR,

Attorneys for *Plaintiff*

61 Park Row,

(Pulitzer Building)

NEW YORK CITY.

To

Esq.

Attorney for

~~Due and timely~~ service of a copy of within
is hereby admitted

Dated, N. Y.,

Feb. 8 189*7*

Amelia Gorman
Attorney for *Gorman*

City and County of New York, ss;

being duly sworn, says that he is years of age; that on the
day of 189 , at No. in the City of New York, deponent
served the within upon
by delivering to and leaving with true copy of the said
and at the same time exhibiting to said the within
original, and that he knew the person so served to be the individual described in the within original. •

Sworn to before me, this

day of

189 }

*Within motion adjourned to 1.30 p.m. same
place Feb'y 10th 97 before Mr Justice Fitzgibbon
Dated & signed by Feb'y 10th 97
Archibald J. Henderson
att'y for a party*

At a Trial Term, Part IV, of the City
Court of New York, held at the City
Hall in said City on the 9th day of
June, 1897.

PRESENT:

HON. EDWARD F. O'DWYER,

JUSTICE.

----- x	:	
Frederick Weyman,	:	
	:	ORDER DENYING MOTION
against	:	
	:	for new trial.
Daniel C. Moynihan.	:	
----- x	:	

The defendant having made a motion upon the minutes of
the Justice presiding at the trial of this cause to set aside
the verdict and grant a new trial upon the exceptions and be-
cause the verdict is contrary to the evidence and contrary to
the law, after hearing counsel for the defendant in support
of said motion and counsel for the plaintiff in opposition
thereto, it is

O R D E R E D , that the said motion be, and the same
hereby is denied.

Enter 5702 Jbe

CITY COURT OF NEW YORK.

Frederick Weyman,

against

Daniel C. Moynihan.

ORDER DENYING MOTION
FOR NEW TRIAL.

TIERNEY & HALSEY,

256 BROADWAY,

NEW YORK CITY.

ATTORNEYS FOR Defendant.

CITY COURT, CITY OF NEW YORK.

-----X
: John Calhoun,
: Plaintiff,
: :
: --against--
: :
: Lucy E. Turner and George
: Heeseman,
: Defendants.
: :
: :
: :
-----X

The defendant , George Heesman, by J. Power Donellan
his attorney, answering the complaint of the plaintiff
herein in the above entitled action, alleges;

First: That he admits the allegations contained in
paragraph of said complaint marked "I".

Second: That he has no knowledge or information
sufficient to form a belief as to the truth of the alle-
gations contained in paragraph of said complaint marked
"II" and therefore denies the same except that part of
said paragraph wherein it is alleged that the Promissory
Note (referred to in paragraph "I" of said complaint)"
"was indorsed by the defendant, George Heeseman ," and
that the plaintiff herein "is now the owner and holder
thereof".

Third: That defendant has no knowledge or informa-
tion sufficient to form a belief as to the truth of the
allegations contained in paragraphs of said complaint
marked "III" and "IV" and therefore denies the same.

Fourth: That he denies each and every allegation contained in said complaint not hereinbefore specifically admitted or denied.

For a further, separate and distinct defense of the said cause of action, said defendant, George Heeseman, alleges:

First: That he endorsed said note, referred to in the complaint herein, without any consideration, wholly and solely with the intention of becoming the second endorser and in no way or manner did he agree to become liable to the plaintiff herein.

W H E R E F O R E , this defendant demands judgment dismissing the complaint as to him, together with the costs and disbursements of this action.

J. Power Donellan,

Att'y. for the Defendant, George Heeseman,

63 Park Row,

New York City.

To Esq.,

Attorney for

You will please take notice that the within is a copy of
this day duly entered herein and filed in the office of the Clerk of
in the County Court House in the City of

Dated New York, 18

LYON & SMITH,
Attorneys for

Due service of within is hereby admitted this

day of 18

Attorney for

City Court of City of New York

19th Ward Bank

agst.

Geo. Heesman

Copy

Answer

Power. Donelson Atty.
~~LYON & SMITH,~~

Mutual Life Building, No. 34 Nassau Street, N. Y.,

~~Attorneys for~~

City Court of NewYork.

.....
Thomas H. Harbison,
Plaintiff

vs

Frank C. Meehan,
Defendant.
.....

The complaint of the plaintiff respectfully shows to
this Court:

1st. That plaintiff upon his information and belief,
alleges that at all the times hereinafter mentioned, one
William J. Roome, was engaged in the real estate and broker-
age business, in the City of New York, and had been so engag-
ed in said business for many years prior thereto; and that
the defendant was the owner of two houses and lots in West
Twenty-first street, known and designated by the Street
Number 222 and 224 West 21st Street.

2nd.- That on or about the 15th day of December, 1890,
the defendant above named employed said Roome, as a real
estate broker to procure for him a purchaser or purchases
of his said houses and lots, and that the said Roome
immediately entered upon the duties of said employment and
thereafter performed work, labor and services for the said
defendant in procuring him a purchaser for the said houses
and lots, and that thereafter said defendant did sell and
convey the said houses and lots to such purchaser who
agreed to pay therefor the sum of forty thousand dollars.

Admitted

Proved

Admitted

Grand

3rd. That the said Roome as such Real Estate broker was the procuring cause of the sale and transfer to said purchaser, and the services so rendered by him were reasonably worth the sum of four hundred dollars, no part of which has been paid.

Grand

4th. And plaintiff further alleges that on or about the 28th day of May, 1891, said William J. Roome duly assigned and set over to the said plaintiff the aforesaid claim against the said defendant.

Wherefore, plaintiff prays judgment against the defendant for the sum of four hundred dollars, with interest thereon from the 22nd day of April, 1891, besides the cost of this action.

Jeroloman & Arrowsmith,

Attorneys for Plaintiff.

Fol.1.

City Court of New York.

.....
Thomas H. Harbison,
Plaintiff
vs

Frank C. Meehan.
Defendant.
.....

The defendant Frank C. Meehan, by Hoover and O'Brien, his attorneys, for an answer to the complaint of the plaintiffs herein.

I.- He denies that on the 15th day of December, 1890, or at any other time he employed said Roome as a real estate broker for any purpose or that said Roome immediately entered on the duties of said employment or that he performed any work, labor or services of any kind for said defendant, or that he sold said defendant's houses or that said defendant agreed to pay plaintiff the sum of \$400 or any sum whatever.

II.- This deponent denies that said Roome was the procuring cause of the sale and transfer to said purchaser.

III. He denies any knowledge or information sufficient to form a belief as to the allegations contained in paragraph IV of said complaint.

WHEREFORE, the defendant demands judgment that the complaint of the plaintiff here be dismissed with costs, and expenses of this action.

Hoover & O'Brien,
Defendant's Attorneys.

City and County of New York, ss :

being duly sworn, says, that he is

the

in the above entitled action;

that he has

read the foregoing

and knows the contents thereof,

that the same is true to

own knowledge,

except as to the matters therein stated to be alleged on information

and belief and as to those matters he believes it to be true.

Sworn to before me this

day of

189

Sir :

Take notice that the within is a copy
of this day duly
entered in the within action in the office
of the Clerk of the within named Court
Dated, N. Y., 189

Yours. &c.,

JEROLOMAN & ARROWSMITH.

Attorneys for

229 BROADWAY.

NEW YORK CITY.

To

Attorney for

City Court of New York
Thomas H. Harbison

against

Frank C. Meehan

Copy of Pleadings.

JEROLOMAN & ARROWSMITH,

Per
Attorneys for

229 BROADWAY,

NEW YORK CITY.

To

Attorney for

Due and timely service of a copy of within
is hereby admitted.

Dated, N. Y.,

189

1897
10 Day 457

Sworn to before me this
day of

189

}

City and County of New York, ss :

sworn, says, that on the
at No.

he served a copy of the annexed

the
person having charge of the office of said Attorney during the absence of
said Attorney therefrom.

day of

in the City of New York.

upon

to him known to be the Attorney for

herein, by delivering the same to and leaving it with a

being duly
189



New York, May 189

Hon. William L. Strong,
Mayor of New York.

My dear Sir:

I have received your communication of the first instant referring to the Bill which you have under consideration and which provides that the salaries of the assistant clerks of the City Court of New York, who were appointed such prior to May 29, 1880 shall be the same as at the date of their appointment

I herewith send the certificate of the Chief Clerk that there are at present only two such assistant Clerks who were appointed prior to that date, so that the Bill to which you refer only re-



(2)

New York, _____ 189

lates to the salaries of these two who were appointed prior to the adoption of the Consolidation Act and who then received annual salaries of \$2,000. and which rate of compensation was continued to them by Section 1275 of that Act, which however also provided that the assistant Clerks who should be appointed after May 29 1880, should each receive an annual salary of \$1,500.

These two assistant Clerks now in office and who were appointed prior to May 29 1880, have each been paid, under the Consolidation Act, a salary of \$2,000. per year and the payment of their salaries at that rate was provided for by the final estimate for 1896 adopted by the Board of Estimate and



(3)

New York, _____ 189

Apportionment on December 31, 1895 as shown by the certificate of Mr. Adee the Clerk, and which is herein enclosed. This Bill which you now have under consideration was made necessary in order to continue these two assistant Clerks at the salaries of \$2,000. vouchsafed to them by the Consolidation Act by reason of the recent construction of Chapter 757 Laws of 1894 by the Supreme Court at Trial Term, hold- that this latter Act had repealed that clause of the Consolidation Act saving to ^{these} ~~them~~ two assistant Clerks a continued payment of the same salaries that the Law gave to them when they were appointed.

I have been instructed by all of the Justices of the City Court to respectfully request your



(4)

New York. _____ *189* _____

Honor to give this Bill your approval.

Yours respectfully,

Robert A. Van Wyck
Chief Justice of City Court