0219

BOX:
235
FOLDER:
2293
DESCRIPTION:
Lust, Philip

DATE:
10/25/86

2293

Witnesses:

For reasons stated in the withdrawal & affidavit in this case Jam of opinion that Indictment should be dismissed March 21st 89

Jerome Walsh
Acting Dist Atty

#28 1608

Counsel,

Filed 25 day of Oct 1886

Pleads Not guilty (27)

THE PEOPLE

vs.

B

Philip Lust

(4 cases)

Grand Larceny, 2nd degree
[Sections 528, 53 — Penal Code].

RANDOLPH B. MARTINE,
By Mck 21/89 *District Attorney.*
Indictment dismissed & bail discharged.

A True Bill.

Foreman.

POOR QUALITY ORIGINAL

0220

Witnesses:

For reasons stated in the withdrawal of affidavits in this case I am of opinion that Indictments should be dismissed

March 21st 89

Jennings Redfield
Acting Dist Atty

1608

Counsel,

Filed 25 day of Oct 1886

Pleads Not guilty (2)

THE PEOPLE

vs.

B

Philip Lust

(1 cases)

Grand Larceny 1st degree
[Sections 528, 53 0, — Penal Code].

RANDOLPH B. MARTINE,
District Attorney.

Pr. Mcd 21/89
Indictment dismissed
& bail discharged

A True Bill.

J. M. Schulock

Foreman.

0222

District Attorney's Office.

PEOPLE

vs.

Phillip Lusk

In this case I sent for and saw the various complainants & other persons interested. This occupies some time as many were out of town and came to office at long intervals. Enclosed are the former withdrawals &c I intended at first opportunity to make report on case

J. W. Goff

District Attorney's Office.

PEOPLE

vs.

Philip Lusk

Indict about 3 yrs old. G.C.

Dist Atty says Send for Complaint & if not ready to proceed discharge the Bondsman

0223

Law Offices
Jas. D. Warren
170 Broadway.

New York March 14 1887

My dear Mr Martin

This will introduce to you Mrs Lust. It is a small favor she wants & from her explanation I have no doubt you can grant.
She has four children to educate. Her husband is in jail on indictments by creditors who are willing to withdraw the charge & drop it. Please have this matter disposed of at once & oblige

Yours truly
Jas D Warren

LAW OFFICE OF

IRA LEO BAMBERGER,

291 BROADWAY,

NEW YORK, March 12th, 1887

Dear Sir:

I beg to acknowledge the receipt of your favor of the 11th inst. As I told you when I had the pleasure of meeting you at my office, I am in no position nor do I desire to interfere with the criminal proceedings in the matter of Lust. As far as my clients are concerned, to wit, those for whom I appear in civil actions against Mr. Lust, I am at liberty to state that they are not desirous of pushing the criminal proceedings against your client, and will not object to any reduction of bail that the District Attorney may see fit to make. To that extent I have requested Mr. Jellenik to explain matters to the District Attorney.

Yours very respectfully,

Ira Leo Bamberger

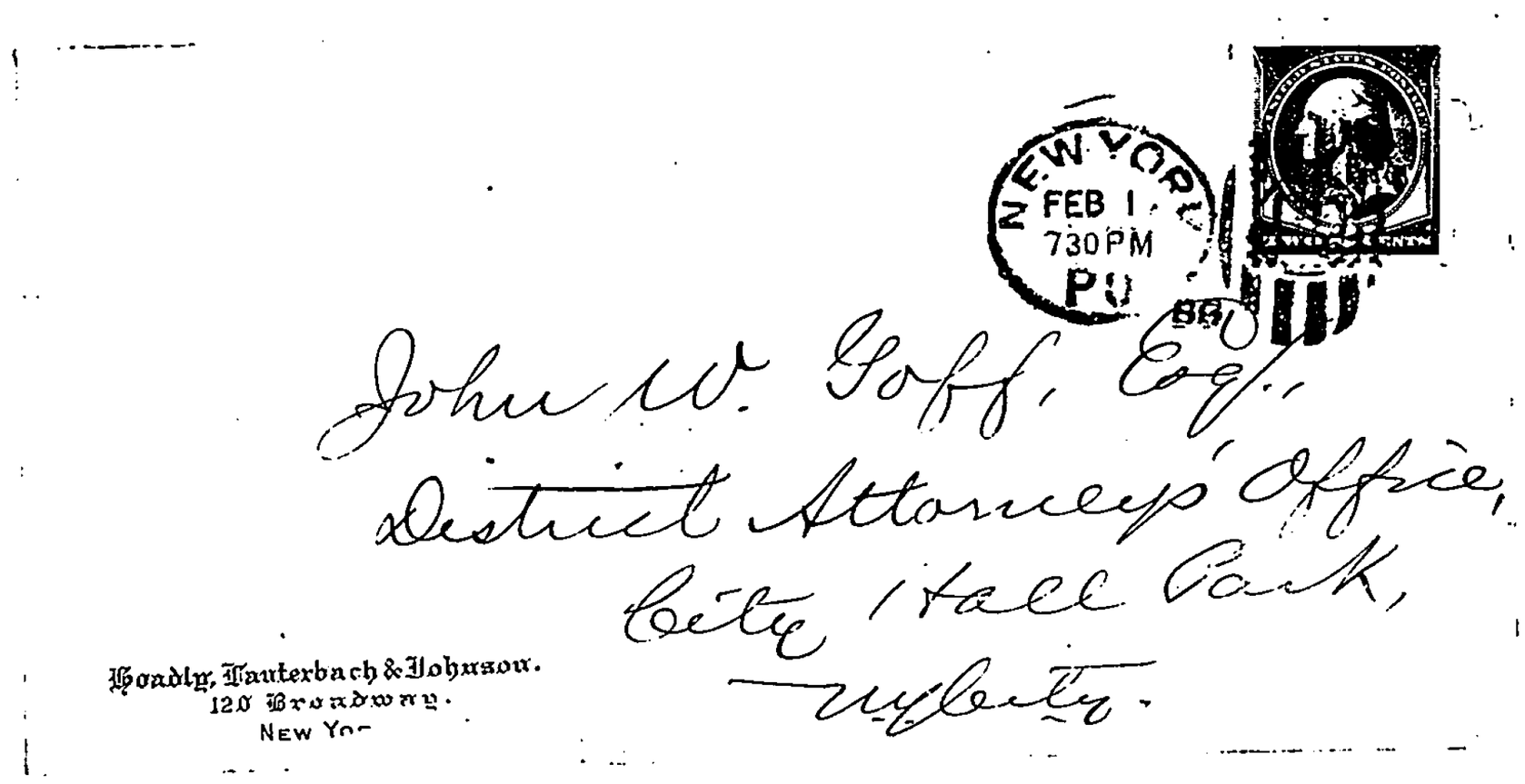
To

Albert Bach, Counsel &c.,

140 Nassau St.,

New York.

0225



Court of Common Pleas of the Pres. in and for the County of Hampshire.

The People
against
Philip Kuser

Philip Kuser of Amherst

Philip Kuser

Comes this day and presents himself in person that he is now detained in the County Jail of said County under a sentence of imprisonment for the term of said Jail under three indictments found against him - That defendant was held and is still held under said indictments - That defendant has hereto been willing and is now willing to present himself in said court without process but desires to present the same - That the persons at whose instance defendant was indicted as aforesaid with the exception of one Kanie Martin are, as defendant is informed by their attorney, Dr. Lee Chamberlin and Police Officer, willing to withdraw their complaints against defendant and are not desirous to prosecute with the criminal proceedings under said indictments

and are willing that depositions may be
received for a mutual purpose. That said
stipulations, a true copy of which are annexed
filed in the Minutes of Proceedings herein
[illegible] Wm Tweed Mayor and Richard
Connolly Comptroller of the City of New York
Plaintiffs Attorney and Counsel. That
Birdseye Colvin and Noah Davis a receiver
appointed as defendants and the Corporation
in said Stipulations named as defendants,
which Birdseye Colvin signing the same
pleas interposed and the said under-
signed stipulations —

Witness to signature and
this 14th day of
March 1877

James P. Keating
Notary Public
New York Co

Phillip Lust

The People
vs
Philip Lust

0229

To the Hon. District Attorney of the
City & County of New York

0230

People
vs
Grant

Feby 1/88

I am attorney for Mr Legg who has referred your note to me he says he knows nothing of the above matter if you will let me know what it is you want to see him about I will be glad to tell you Please let me here from you

Yours to W.R. Cohen
120 B'dway

0231

John W Zoff Esq
Addressed

COUNTY OF NEW YORK, SS.

In the Name of the People of the State of New York, To any Sheriff, Constable, Marshal or Policeman in this State, GREETING:

An indictment having been found on the 25 day of October 1886 in the Court of General Sessions of the Peace, of the County of New York, charging Philip Lust

with the crime of Grand Larceny first degree

You are therefore Commanded forthwith to arrest the above named Philip Lust and bring him before that Court to answer the indictment; or if the Court have adjourned for the term, that you deliver him into the custody of the Keeper of the City Prison of the City of New York,

New York City, the 28th *day of* October 1886

By order of the Court,

Clerk of Court.

(four indictments)

N. Y. General Sessions of the Peace

THE PEOPLE

OF THE STATE OF NEW YORK,

against

Philip Lust

Bench Warrant for Felony.

Issued Oct. 28 188 6

☞ The officer executing this process will make his return to the Court forthwith.

ALBERT BACH
COUNSELLOR AT LAW.
140 NASSAU STREET,
MORSE BUILDING,
N.Y.

Newport March 29th 1887

My dear Mr Martine:

My unfortunate client Mrs Rust, is prostrated with excessive anxiety, concerning your determination of her husband's matter – I know you will pardon my seeming importunities, under the circumstances – Be good enough to dispose of the matter, and relieve an almost distracted mind – I appreciate how your valuable time is occupied, and whilst I dread that my zeal may interfere with the consummation of my object, I cannot withstand the beseeching entreaties of a helpless lady –

Most Respectfully

Albert Bach

The People
vs
Grant

ALBERT BACH
COUNSELLOR AT LAW.
140 NASSAU STREET,
MORSE BUILDING.
N.Y.

March 29th 1889

My dear Mr Martine:

It is good enough to let me know by heaven your determination in the Lust matter, as I want to take some immediately to Mrs Lust, who is very ill.

Respectfully Yours

Albert Bach

0237

Law Offices
Frank D. Warren
170 Broadway.

New York March 22 1887

My dear Mr Mortimer
I promised to see you today about discontinuing the indictments against Lusk with the consent of the creditors herein enclosed.

If you can do it please help pop these indictments on these consents.

It seems there are more properly the subject of civil suits.

Yours truly

Frank D Warren

ALBERT BACH
COUNSELLOR AT LAW.
140 NASSAU STREET,
MORSE BUILDING,
N.Y.

March 22nd 1887

Hon Randolph S. Martine:

Dear Sir:

The enclosed consent of the creditors of Philip Lust, and in whose instance Lust was indicted, was cheerfully signed by them - They are satisfied that Lust was misled into doing what he did, and that he was not guilty of any criminal intent in contracting his indebtedness to them - Their names are - Levisohn Bro - Levisohn & Co - J Pruschi & Co - Brown, Held & Co - S. Jennier & Feldstein and A. Heilbrun - In behalf of Lust his wife and two infants, for whom I am acting without desire or hope of compensation, I beg of you, if you can, to dismiss the indictments on the within consents -

Most Respectfully
Albert Bach

The testimony of these consenting creditors would be absolutely essential to be used, and they do not desire to press the matter further - and can obtain all repayment by civil actions - they have sue this personally -
Albert Bach

The Prophet

105

Philip Lust

John Vincent,

Law Offices,
Mutual Life Ins. Building,
32 Nassau Street,

New York, Oct. 1 1886.

Dear Lindsay –

I return papers amended as you requested – I hope you can get it before Grand Jury by or before 10th inst. as two of our witnesses are going away that day

Yours truly
Jno. Vincent

Jno. L. Lindsay Esq

John Vincent,

Law Offices,
Mutual Life Ins. Building,
32 Nassau Street,

New York, Octr. 8 1886.

My dear Nicoll -

The last papers and will have been for a long time in Lindsay's hands and as I supposed he was only waiting for a favorable opportunity to present them to the Grand Jury - on enquiring of him when it is to be presented he tells me can do nothing about it until you direct him -

May I therefore ask you to put him in motion or else I shall have to give up in despair

Yours truly
Jno. Vincent

Delaney Nicoll Esq

John Vincent,

Law Offices,
Mutual Life Ins. Building,
32 Nassau Street,

New York, Oct. 19 - - - 1886.

Dear Lindsay

I saw Nicoll yesty — and he promised me that case would be sent to Grand Jury tomorrow (Wednesday) Want you kindly let me know whether I shall bring my witnesses to your office tomorrow — Greatly oblige

Yours truly
Jno. Vincent

J. L. Lindsay Esq

0243

Before Hon. 1867
Recorder Hackett

THE PEOPLE OF THE STATE OF
NEW YORK

against

Philip Smith

Indictments &c.—
Misdemeanor & Forgery

RANDOLPH B. MARTINE,
DISTRICT ATTORNEY,
No. 32 CHAMBERS STREET,
NEW YORK CITY.

Hoadly, Lauterbach & Johnson,
Attorneys at Law.
GEORGE HOADLY.
EDWARD LAUTERBACH. EDGAR M. JOHNSON.
WILLIAM N COHEN. LOUIS ADLER.

Equitable Building.
120 BROADWAY.
New York City.

[illegible]

Solon B. Kay Esq.
[illegible] Attorneys

My dear Sir.

Mr. Hagg [illegible] received a note [illegible] in the matter of the Public [illegible] [illegible] office today at [illegible] when I called [illegible] [illegible] [illegible] [illegible] nothing of the matter [illegible] if you will kindly communicate [illegible] what is desired I will give [illegible] attention as the occasion may be [illegible].

Mr. Hagg is a very busy man and has requested me as far as possible to take charge of this matter for him

Very truly yours

Wm. N. Cohen.

City & County of New York, ss:

Richard H. Nevill, being duly sworn says That on July 24th 1884, Philip Lust hired deponent to work for him at his store 109 Greene Street, New York City, That deponent commenced to work for said Lust at said store on Monday, July 28th 1884, and continued in ~~defendant's~~ Lust's employ down to September 19th 1884, the Friday before said Lust made his assignment for the benefit of creditors, etc.,

That among deponent's duties, while in ~~defendant's~~ said Lust's employ, was entering sales in the sales book kept by said Lust in said business. Said Lust kept in his said business one salesbook, one cash book, one auction-book, one order-book and one receipt book. These were all the books deponent ever saw in said store, except some small pass or time books, in which the time or work of the girls employed by said Lust was kept.

Deponent says that he knows Theodore Cohnfeld, and that said Lust told deponent that said Theodore Cohnfeld and Isidor Cohnfeld were his (~~defendant's~~ said Lust's) cousins; said Theodore Cohnfeld was in ~~the~~ said store nearly every day, and frequently several times on the same day, talking with said Lust. Their conversations were usually in German.

Said Lust had in his employ as Porter one John Ingraham, who went to said store on Sundays several times during the time deponent worked for said Lust.

Deponent on going to said store on Monday mornings found on several occasions that the stock in the store had been disarranged, and deponent mentioned that fact several times to said Ingraham, who on these occasions informed deponent that he had been in the store the previous day, Sunday, with said Lust. That on or about Monday morning, two weeks before deponent was discharged, when de-

ponent went to said store he found that empty ostrich feather boxes had been brought down into the salesroom of the store from one of the upper floors, and had been placed on the tables and shelves, so that the store had a much more business-like look than it had on the previous Saturday; said Ingraham informed deponent that said Lust and said Ingraham had been there working the day previous, Sunday. Deponent says all said boxes were empty. Deponent further says that the new stock, consisting largely of raw feathers, were coming into the store during most of the time deponent was employed down to the time of the failure of said Lust.

This raw stock was then taken and made up or manufactured and then sent with other manufactured stock taken from the stock in the store to auction houses, to be sold at auction; this continued down to the time deponent left said Lust's employment.

That deponent on one occasion, went with a load of these goods to the auction-houses of Aaron Claflin & Co, in Church Street, New York City. The stock of manufactured goods in the store appeared to be kept low, most of the raw stock that came in being manufactured and sent to auction. During the last three weeks, the largest part of the stock of manufactured goods in the store was also sent to auction, so that only about one-half of the usual stock was left in said store when deponent was discharged.

It was after most of the manufactured goods in the store was sent to auction that the empty boxes hereinbefore mentioned were placed on the tables and shelves on Sunday. Deponent was informed by several of the employees and girls in said store that Lust was married on or about the 17th day of September to the sister of Isidor and Theodore Cohnfeld, and said Lust left the said store on said 17th day of September, and deponent has not seen him since.

Deponent also says that when the new raw stock was brought into the store from the parties Lust bought of, it was taken from the boxes it came in and put into wooden chests, which were usually ketpt with padlocks, the keys to which Lust kept, and then when it was to be manufactured it was taken from these chests and sent up stairs to the work room where it was dyed and the manufactured by girls.

Lust had a large number of girls manufacturing the raw stock up to about two or three weeks before deponent left, when they were discharged..

Deponent further says that said Ingraham would frequently leave said store about 11 a.m. and return about 3 or 4 p.m., and when asked where he had been he would say: "That he had been to Lust's house or Theodore Cohnfeld's house."

That said Ingraham had charge of the delivering of the goods from said store to customers and to auction houses, and he superintended the loading and delivery of goods almost entirely.

That shortly before deponent left, said Ingraham was discharged by said Wolf, during said Lust's absence. Said Ingraham immedately left the store; this was in the afternoon and in the afternoon of the same day; said Ingraham returned ~~returned~~ to said store with Theodore Cohnfeld, who instructed said Wolf to take said Ingraham back, and said Ingraham was immediately put at work again in the store.

Deponent further says that apparently very few goods were sold to customers in the regular way, almost all of the business done being through the auction-houses, most of the raw stock, bought by defendant, being manufactured and sent to auction about as fast as it came into the store.

While I was in said Lust's employ he sent me almost daily to

the office of Lockwood & Co, brokers, on the corner of Prince Street and Broadway, and instructed me to ascertain the price at which certain stocks were selling, and also the price at which oil was selling; and among the stocks which he requested me to inquire about were a number of Delaware & Lackawanna and Lake Shore.

On or about September 10th 1884, Lust requested me to go to said Lockwood & Co and get a statement of the accounts between them; I did as instructed, and brought back to Mr. Lust a large envelope which was quite heavy and seemed to contain a large quantity of stock. I handed said envelope to Lust.

City & County of New York, ss:

Moses R. Crow being duly sworn says that he is am attorney and Counselor at law.

That on October 1st 1884, deponent at the request of Silva & Co went to the store 109 Greene Street that Philip Lust did business in, and there saw and had a conver sation with said Lust.

That said Lust in answer to deponent's questions, then made statements to deponent regarding his, said Lust's, business and the cause of his failure, which statements deponent wrote down in Lust's presence, on one of the letter-heads in said store, and which memorandum is now in deponent's possession, of which the following is a copy, to wit:

OFFICE OF
P H I L I P L U S T
Importer and Manufacturer of
Ostrich and Fancy Feathers
109 Greene St,
New York, October 1st 1884

"Phillip Lust states to M. R. C., I bought over $50,000. worth "of goods since July 10th 1884; made state ment July 10th 1884, xxxx xxx "worth $6,000. over all liabilities.

"That was made from books; expenses, rent $2,400. a year; pay-"roll about $1,000. per week, since July 15th, although some hands "taken off since then. Owe now about 35 to $38,000. all told; my "brother-in-law, Isidor Cohnfeld may make offer; I have nothing "whatever now; stock and fixtures worth say, $3000. Good acc. $1000. only assets; attachment now in store; Sheriff in charge; making inventory; I dont know cause of failure; maybe hands stole

That deponent then asked Lust to sign said statement, and Lust read it over and then said he would not sign it. Deponent then asked Lust if there was anything in it that was not correct, and Lust said he would not sign any statement —

City & County of New York, ss:

Henry Geiner, being duly sworn, deposes and says: I am one of the members of the firm of "H. Geiner & Feldstein doing business at 622 Broadway, in the City of New York.

That on or about the 21st day of July and the 6th day of August 1884, my said firm sold and delivered to Philip Lust, goods wares and merchandize as shown in the annexed bill of the value and at the agreed price in the aggregate of one thousand six hundred and eighty-five and 12-100 dollars. on a credit which has expired, no part of which has been paid; and that said sum is due.

That the goods my said firm sold to said Lust as aforesaid were regular goods and the goods of this season; that none of them were shop-worn nor out of style and were not auction goods.

That said Lust never informed me of my firm nor either of us that he was doing an auction business, and had we known this we should have declined to have sold him our goods, for the obvious reason that it is very prejudicial to wholesalers to have their goods bandied about the auction rooms. I further state that Lust is a young man, a little over thirty; that a week

before he made his assignment he married the sister of one Isidor Cohnfeld, who is a very rich feather-man in this City, and that since the assignment business has been carried on in the name of "A. Lust", at the place formerly kept by the said Philip Lust in Greene Street, and has been and was so conducted, by him during November 1884

That the season of 1884, beginning with July, has been most exceptionally good - in fact one of the best seasons that firms in the business have had for many years.

That there has been no change of style whatever, and that goods of the style sold by Max Held & Co, George Legg and Bünchi & Co. and my firm, all creditors of Lust, did not suffer any falling off in price or style.

Such goods as Lust purchased at the value of $37,951.91, as he states, ought to bring, if sold in the regular course of business, at least $50,000. and would have realized that amount if there were not improperly sacrificed by him for the of obtaining ready cash

0252

Copy

THE PEOPLE OF THE STATE OF NEW YORK.

against

P H I L I P L U S T ,

I, S. Zeimer being duly sworn, do depose and say: I verified an affidavit in this matter on November 24th., 1885, before Clarence D. Cruikshank, Notary Public. The goods, wares and merchandise sold and delivered by my firm of S.Zeimer and Feldstein to Philip Lust, as set forth in said affidavit, consisted of 844 1/3 ~~pounds~~ Dozen of feathers, as will more fully and at large appear from the annexed statement which is made a part of this affidavit.

Sworn to before me September 23. 1886
R. S. Hayman
Notary public
138 N.Y. Co

Samuel Zeimer

0253

No allowance for Goods short, or other claims, unless reported within five Days after receipt of Goods.

D'ENGHIEN
PARIS.

New York, August 6 1884

Mr Philip Lust

S. Zeimer & Feldstein,

IMPORTERS OF FRENCH FLOWERS, MATERIALS AND FEATHERS,

TERMS CASH.

Nos. 622 & 624 Broadway.

15 0 15	body feat	1 90	1 14	
12 6 11	33	1 25	1 40	
9 7 2	22 3	12	3 2	18 725
	95			

0254

Goods short, or other claims, unless reported within five Days after receipt of Goods.

New York, Oct 2 1884

Mr Philip Lusk

S. ZEIMER & FELDSTEIN,

IMPORTERS OF FRENCH FLOWERS, MATERIALS AND FEATHERS,

TERMS CASH. Nos. 622 & 624 Broadway.

	¢			
2	1	4 doz Fancy f	4	16
44	1	2	7 50	15
45	1	1 1/2	9	13 50
1	1	2	9	18
59	1	1		15
56	2	4	7 50	30
62	4	6 1/2	9	54
40	1	1 1/2	15	22 50
7	1	1		21
147	1	1		15
331	1	2	6	12
661	2	2	10 50	21
95	3	6	7 50	45
116	2	3	10 50	31 50
279	2	3	9	27
182	4	5	9	45
69	5	5	12	60
136	3	4 1/2	10 50	47 25
67	1	2	6	12
74	2	2	15	30
113	3	6	6	36
425	2	3	8	24
114	3	6	6	36
298	1	1		15
387	1	1 1/2	13 50	18
132	6	9	7 50	67 50
492	6	9	5 50	49 50
147	3	3 1/2	9	32 50
182	7	14	12 50	34 50
123	13	6 5	7 50	48 75
99	6	8	12	96
276	2	2	15	30
54	2	9 1/2	8	74 65
515	2	2	7 50	15
281	3	3	12	36
475	3	3	8	24
578	11	3 3	90	297 00
633	5	10	5	50
	2	500 Meeles	50	250
		745 1/3		1497 87

0255

New York, ... 188

Mr Phillip Lust

To STRAUS, LEGG & CO., Dr.

109 & 111 SPRING ST and 107 MERCER ST.

Terms,
1884

July	26	487 6/12 doz Feathers	1454	88
	30	141 " "	511	50
Aug	6	2½ " "	37	50
Legg	3	3 gr frights	9	
	"	101 doz feathers	370	50
	8	3 gr frights	9	
	"	12 doz feathers	24	
	10	16 " "	108	
			$2524	38

832 dozen

THE PEOPLE OF THE STATE OF NEW YORK.	x
against	x
P H I L I P L U S T ,	x

I, George Legg being duly sworn, do depose and say: I verified an affidavit in this matter on November 24th., 1885, before Clarence D. Cruikshank, Notary Public. The goods, wares and merchandise sold and delivered by my firm of ~~Strauss~~ Straus Legg & Co. to Philip Lust, as set forth in said affidavit, consisted of 832 Dozen ~~[illegible]~~ of feathers, as will more fully and at large appear from the annexed statement which is made a part of this affidavit.

CHARLES T. LUNT
OFFICIAL NOTARY OF THE
PACIFIC COAST,
NOTARY PUBLIC & COMMISSIONER
FOR ALL THE STATES,
470 BROADWAY, N. Y.

Subscribed and Sworn to before me this 28th day of September 1886

Chas. T. Lunt
Notary Public N.Y. County.

George Legg

THE PEOPLE OF THE STATE OF NEW YORK.	x
against	x
P H I L I P L U S T ,	x

I, Adolph Heilbrun being duly sworn, do depose and say: I verified an affidavit in this matter on November 24th., 1885, before Clarence D. Cruikshank, Notary Public. The goods, wares and merchandise sold and delivered by my firm of Marx Held and Co. to Philip Lust, as set forth in said affidavit, consisted of 309 ½ Dozen of feathers, and 13 Birds as will more fully and at large appear from the annexed statement which is made a part of this affidavit.

Sworn to before me this 22nd day of September 1886 } Adolph Heilbrun

Clarence D. Cruikshank
Notary Public
N.Y. Co.

City and County of New York ss.

George Legg being sworn says: I am a manufacturer of and wholesale dealer and Importer of fancy feathers and flowers.

That between the 28th day of July and 10th of September 1884 I sold to Philip Lust fancy feathers at the price of $2524 28 on a credit of thirty days from the first of September 1884 the bill to be of that date.

That before delivering said goods Lust stated that he desired so long a credit as he was about to begin the manufacture of feathers himself instead of buying from Isidor Cohnfeld and others as he had previously done, and that he would need all the money he had to pay his work girls and others in his employ.

I further say that said Lust is a young man only about thirty years of age and until about the middle of September, about a week before he made his assignment, he was unmarried that about one week before he made said assignment he married a sister of Isidor Cohnfeld; that since the assignment, business has been carried on in the name of A. Lust at the formerly occupied by said Lust at 109 Greene street and has been and is now or was lately conducted by him; that the stock and fixtures and furniture of said Lust on said premises were

City and County of New York ss.

Adolph Heilburn being sworn says that Philip Lust who had started in business for himself in January 1884, on or about the 15th day of July 1884 called at the warehouse of defendants firm to purchase certain fancy feathers; that he saw defendant and told defendant that he was about to begin the manufacture of ostrich and fancy feathers; that he would like to buy on 30 days credit from September 1st 1884 as he would need all the money he had, to pay his help for they must have ready cash; I thereupon asked said Lust if he intended to send the goods he wished to buy from plaintiffs to auction, and told him that he wanted to auction them that plaintiffs would not sell to him at all; that they did not want their regular goods sold at auction and that it would be injurious to his firm business to sell at auction their regular goods

I further say that the goods sold by defendant at auction during the months of August and September 1884 amounting as admitted by said Lust to the sum of $38,951.91 ought to have brought if sold in the regular course of business about $45000 to $50000 and that said goods were wrongfully sacrificed by defendant by selling the same at auction for $23,392.05

I further state that said Lust is a young man about 30 or 32 years of age and until about one week before his assignment, which was made on the 23rd. of September 1884 he was an unmarried man; and one week before that date he married the sister of Isidor Colnfeld.

I further state that the month of August and September 1884 and the entire fall season of 1884 was an unusually good and prosperous in the fancy feather business, and that it is generally known in the Trade as a very good and prosperous season for fancy feathers and that no losses could have come to the said Lust if he had sold the goods bought of plaintiff in the regular and ordinary course of business as he had promised defendant that he would do.

I further state that on or about the sixth day of November 1884 all the property of said Lust, consisting of the goods, fixtures and furniture on said Lust's premises were sold under an attachment and execution against said Lust in the action of Andrade and anor. against Philip Lust in the Court of Common Pleas and that at the said sale Anastatia Colby, the forewoman of Lust bought in the greater part of said Lust's property with money furnished her by Lust and bid therefor as a representative

of said Lust and the said property was not removed from Lusts premises after said sale; and I was present at said sale saw said Anastatia receive money from said Lust and pay the same as deposit on her bds for said propr under various names, among them Smith, Barrel Roastbeef &c. and that the business of manufacturing flowers and feathers was still carried on in the name of "A. Lust" and was wholly conducted by said Lust.

City and County of New York. ss.

George Silva being duly sworn, says that he is one of the firm of George Silva & Co. That deponent and Henry Blumenfeld and Edmund P. Aaron are copartners together under the name of George Silva & Co., at No. 653 Broadway New York City, as as wholesale dealers in and importers of ostrich and fancy feathers. That Philip Lust has been doing business as a manufacturer of and dealer in ostrich and other feathers at 109 Greene street, New York City.

That about July 6th 1884 said Lust applied to deponents firm to purchase goods on a credit and then stated to the deponent that he was doing a large business and making money.

That thereafter and between the seventh day of July 1884 and August 20th 1884, both dates inclusive, the deponents firm relying on the said statements of said Lust sold and delivered to said Philip Lust, goods, wares and merchandise, consisting of ostrich and fancy of the aggregate worth and value of thirteen thousand two hundred and three dollars and fifty cents.

That said goods were sold on credits of thirty days which have all expired.

That no part of the said sum of $13.203 50 the purchase price of said goods, has never been paid, except one thousand dollars.

That $12.203.50 is now due from defendant on account of said sale.

That said Philip Lust, has since the making of the said contracts removed, and disposed of his property with intent to defraud his creditors, in that he has removed, sold, concealed or disposed of most of his property in his business in New York, and assigned all the balance and remainder of his property and assets to one Isidor Rosenthal and said Lust now claims to be insolent.

That on or about September 16th 1884 said Lust stated to deponent that he could not then settle the accounts then due deponents firm for a portion of said goods, for the reason that his collections were slow.

That he had over nine thousand dollars due to him from good parties in Philadelphia, and was solvent, doing a good business and making money.

That said deponent saw said Philip Lust, at said store 109 Greene street, on the day of October 1884, and said Lust then stated to deponent that he owed between thirty five and forty thousand dollars for merchandise.

That on Sept. 23, 1884 he had made an assignment of all his property to Isidor Rosenthal, and that he, Lust, was now poor

and had no property whatever.

That deponent asked said Lust how much all the property turned over by him to said Rosenthal, as assigne, was worth, and said defendant said that everything, including machinery and book accounts, was worth altogether only about thirty five hundred dollars.

That deponent then asked said Lust what had become of the nine thousand dollars of good accounts due him in Philadelphia, as stated to deponent in September and defendant said in answer to deponent that it was a mistake about the Philadelphia accounts, as he did not have any due him there when he said he did.

That deponent asked Lust what was the cause of his failure and what become of all of the goods he had bought and Lust then told deponent he had sold his goods and could not account for his failure.

That said Lust also told deponent that he had bought over fifty thousand dollars worth of goods since July 1884, but had paid for some of them.

That he could not make any settlement whatever, although, Isidor Cohnfeld, his brother in law, might make an offer.

That the Sheriff was now in the store with an attachment.

That deponent asked Lust where his books were and he said he did not know.

Deponent further says that on August 6th 1884 at the time of sale of $1.771.30 of said goods, said defendant came to deponents store and said that he wanted said goods and would pay cash for them.

That although trade was a little dull he was doing a good business and that he did not sell his goods unless he got his price for them.

That deponents firm then delivered said goods to said Lust and continued to sell and deliver goods to him down to August 20th 1884. believing Lust to be sound and solvent, and that he intended to pay for the said goods.

0266

STATEMENT.

New York, Sept 24th 1886

Mr Philip Lust

To GEORGE SILVA & Co.

Terms: 142 & 144 Greene St. ~~653 & 655 BROADWAY~~

July 7	—	6	Skins	11 10		
	—	1750	Birds	568 75		
	—	963	Birds	115 20		
	20	—	Feathers fancy	13	708	05
July 7	67	—	Feathers		3149	
July 7	71	—	Feathers		2982	
July 17	—	300	Birds	120		
"	—	1 3	Feathers	4 25	124	25
July 18	—	500	Birds		240	-
" 23	—	2	" " 2100 ft Wings		19	40
" 28	42	—	Feathers		2520	-
Aug 4	69	—	Feathers		1235	-
" 6	37.11	—	Feathers		1771	30
" 11	—	2	Birds		9	—
" 20	9		Feathers		423	—
" 20	5		Feathers		22	50
	3112	11 235 doz				$13203 50
August 20th			By Cash		1000	00

THE PEOPLE OF THE STATE OF NEW YORK:

against

PHILIP LUST

City and County of New York ss:

I, GEORGE SILVA, being duly sworn do depose and say: I verified an affidavit in this matter on November 24th., 1885 before CLARENCE D. CRUIKSHANK, Notary Public. The goods, wares and merchandise sold and delivered by my firm of GEORGE SILVA & CO. to PHILIP LUST, as set forth in said affidavit, consisted of 235 doz. birds assorted and of 311 pounds 11 ounces of feathers, as will more fully and at large appear from the annexed statement which is made a part of this affidavit.

Sworn to before me this
24 day of September 1886.

George Silva

Geo. F. Otis
Notary Public
County of Kings
Certificate filed in New York

STATEMENT.

New York, _____ 188_____

Mr. Phillip Lust

To Marx Held & Co. Dr.

Terms: _____ 600 & 602 Broadway.

1884		To Mdse				
July	16	173 5/6 dz Feathers	1319	75		
		1000 Birds	330			
	17	52 dz. Feathers	129			
					1778	75
		173 5/6 dz Feathers				
		83 2/6 " Birds				
		52 " Feathers				
		309 1/6 dozen				

WE, the undersigned, creditors of Philip Lust, hereby certify that, as far as we are concerned, we are not desirous of appearing at any trial of certain indictments found against said Lust, and that we are willing, as far as the same may be lawfully done, that the said indictments be dismissed as against said Lust.

This consent is made for the reason that said Lust has furnished certain information in the nature of a deposition before Frank E. Blackwell, Esq., Referee, concerning his business and the methods in which it was carried on, and from which examination it would appear that said Lust has been rather misled in the proceedings which led up to his failure in business by certain parties who are more culpable than said Lust; and also for the reason that proceedings against said parties for the recovery of our claims against said Lust in civil actions are now contemplated by us.

Dated, New-York, March 19, 1887.

Seth Brown of Albert Rice

[illegible]

Louis Schmitt

F. Bianchi & Co

Marx Feld & Co

per S. Feld

S. Zimmerfeldstein

J. Heilbrun

Strauss Lazy & Co

We, the undersigned, creditors of Philip Lust, hereby certify that, as far as we are concerned, we are not desirous of appearing at any trial of certain indictments found against said Lust, and that we are willing, as far as the same may be lawfully done, that the said indictments be dismissed as against said Lust.

This course is made for the reason that said Lust has furnished certain information in the nature of a deposition [illegible] Frank J. Hinckelt, Esq., Rochester, concerning [illegible] business and the methods in which it was carried on, and from the [illegible] it is to appear that said Lust was [illegible] involved in the proceedings which led up to the failure [illegible] by certain parties who are more culpable than said Lust; and also for the reason that proceedings against [illegible] for the recovery of our claims against said [illegible] are being carried on in courts located by us.

Rochester, New York, October 19, 1899.

[illegible]

[illegible]

[illegible]

[illegible]

City & County of New York ss.

On this 9th day of February 1888 before me personally came Albert Pach the subscribing witness to the hereunto annexed instrument, with whom I am personally acquainted, who being by me duly sworn said that he resides in the City of New York, that he was acquainted with Lewisohn Bros, Lewisohn & Co, F. Bianchi & Co, Marx Held & Co, S. Jenner & Feldstein & A. Neubrun and Strauss Legg & Co and knew them to be the persons described in and who executed the said instrument; and that he saw them execute and deliver the same, and that they acknowledged to him the said Albert Pach, that they executed and delivered the same, and that he, said Albert Pach thereupon subscribed his name as a witness thereto

James Wood
Notary Public N.Y.Co.

The People

vs

Philip Lust -

Consent of claimants & Complainants that Indictments be dismissed &c -

March 21 - 1889

For reasons stated in the written affidavits I am of opinion Indicts. should be dismissed

J R Parsons
Dist Atty.

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Philip Smith

The Grand Jury of the City and County of New York, by this indictment, accuse

— Philip Smith —

of the CRIME OF GRAND LARCENY IN THE First DEGREE, committed as follows:

The said Philip Smith,

late of the First Ward of the City of New York, in the County of New York aforesaid on the Ninth — day of September, in the year of our Lord one thousand eight hundred and eighty-Seven, at the Ward, City and County aforesaid, with force and arms,

nine thousand nine hundred and eighty seven feathers of the value of twenty five cents each,

of the goods, chattels and personal property of one

Ingraz Seagi —

then and there being found, then and there feloniously did steal, take and carry away, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

Randolph B. Martine,
District Attorney

Bail fixed at
$5000.
~~$2000~~
Witnesses: RBS
Oct 27/86
For reasons stated
in the withdrawal
& affidavit: I am of opinion
indictment should be
dismissed
March 21st 89 Geo. T. Stephens
Acting Dist Atty
~~$2000~~
Bailed in ~~$2000~~
on all indictments
by
~~Eider Cohnfeld,~~
~~56 West 59th Street~~
~~Bond amended~~
~~April 23/89~~
Rachel Cohnfeld
218 West 59th St

#252 Robinson
137 Graham
BW Dec 22/87

Counsel,

Filed 25 day of Oct 188 6

Pleads Not guilty (27)

THE PEOPLE

vs.

Philip Lust

Grand Larceny ~~1st~~ 2d degree
[Sections 528, 53 P. L. — Penal Code].

RANDOLPH B. MARTINE,
Pr Mch 21/89 District Attorney.
Indictment dismissed
& bail discharged

A True Bill.

Let Bench warrant
Dec. 22/87 FH
Foreman.

Strauss Sugg & Co.

POOR QUALITY ORIGINAL

02274

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Philip Smith

The Grand Jury of the City and County of New York, by this indictment, accuse

— Philip Smith —

of the CRIME OF GRAND LARCENY IN THE — First — DEGREE, committed as follows:

The said Philip Smith,

late of the First Ward of the City of New York, in the County of New York aforesaid on the — ninth — day of August, in the year of our Lord one thousand eight hundred and eighty-four —, at the Ward, City and County aforesaid, with force and arms,

Ten thousand and ninety six feathers of the value of sixteen cents each,

of the goods, chattels and personal property of one

Samuel Rosner, —

then and there being found, then and there feloniously did steal, take and carry away, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

Randolph Ormsbee,
District Attorney

March 21st 89

Witnesses:

For reasons stated in the withdrawal affidavits in this case I am of opinion that Indictments should be dismissed

Gunning F. Safford
atty Dist Atty

~~$200~~

Bailed in ~~$500~~ on all indictments by ~~Seth Cohnfeld 56 East 59th St~~

~~Bond exonerated April 23/89~~

Rachel Cohnfeld
218 East 59th St

H 253 Julius Goldsmith
Wm Pinder

Counsel, ...

Filed 25 day of Oct 1886

Pleads Not guilty (27)

THE PEOPLE

vs.

B XX

Philip Lust

(Witness)

Grand Larceny degree
[Sections 528, 53 Penal Code].

RANDOLPH B. MARTINE,
District Attorney.

Mch 21/89 Indictment dismissed & bail discharged.

A True Bill.

J. H. Schubert

Foreman.

Affr for Jury Term
G. F. S.

S. Zeisler and Edw. Kain

POOR QUALITY ORIGINAL

0229

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Philip Smith

The Grand Jury of the City and County of New York, by this indictment, accuse

— Philip Smith —

of the CRIME OF GRAND LARCENY IN THE first DEGREE, committed as follows:

The said Philip Smith,

late of the First Ward of the City of New York, in the County of New York aforesaid on the twentieth day of August, in the year of our Lord one thousand eight hundred and eighty-nine ——, at the Ward, City and County aforesaid, with force and arms,

two hundred and thirty five dozen dead fowls (fit for the food of man for military purposes) of the value of six dollars each dozen, and three hundred and twelve pounds of feathers, of the value of forty dollars each pound,

of the goods, chattels and personal property of one

George Dixon, —

then and there being found, then and there feloniously did steal, take and carry away, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

Randolph Barnekow,
District Attorney

Witnesses:

For reasons stated in the withdrawing affidavit in this case I am of opinion that indictment should be dismissed —
March 21st 89

Geo. T. Bispham
Acting Dist Atty

259 1688

Counsel,

Filed 25 day of Oct 1886

Pleads Not guilty (2)

THE PEOPLE

vs.

Philip Lust

(4 cases)

Grand Larceny 2d degree
[Sections 528, 53 Penal Code].

RANDOLPH B. MARTINE,
District Attorney.

Dec 23/89

A True Bill.

Foreman.

Mar 21/89
Indictment dismissed
Bail discharged.

POOR QUALITY ORIGINAL

8128

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Philip Smith

The Grand Jury of the City and County of New York, by this indictment, accuse

— Philip Smith —

of the CRIME OF GRAND LARCENY IN THE — First — DEGREE, committed as follows:

The said Philip Smith,

late of the First Ward of the City of New York, in the County of New York aforesaid on the Fifteenth day of — July — in the year of our Lord one thousand eight hundred and eighty- nine —, at the Ward, City and County aforesaid, with force and arms,

three thousand seven hundred and ten feathers of the value of twenty cents each, and one dead thousand finder used for military purposes, of the value of fifty cents each,

of the goods, chattels and personal property of one

Adolph Wellman,—

then and there being found, then and there feloniously did steal, take and carry away, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

Randolph Barnard,
District Attorney