

0584

BOX:

161

FOLDER:

1650

DESCRIPTION:

Spoerry, Charles C.

DATE:

12/18/84



1650

0585

Witnesses:

Bail \$100.00  
O.R.Y.

Bailed by  
Stephen G. Smith  
1/2 Maiden Lane

1931  
Counsel, *William H. Smith*  
Filed *18* day of *Dec* 188*4*  
Pleads *Not Guilty*

THE PEOPLE  
vs.  
*B*  
*Charles C. Sperry*  
[Section - 96 Penal Code]  
*Franklin B. Smith*

PETER B. OLNEY,  
District Attorney

A TRUE BILL.

*W. H. Smith*  
Foreman.



0586

TO THE CHIEF CLERK

SEND ME THE PAPERS IN THE CASE OF

People

or  
Sperry

There were three  
Areas belonging to  
Mr. Pump taken out  
of these papers and  
given to Philip Lyle  
to be delivered the  
authenticity of Essex Co  
N.Y.

J. M. P.  
March 9, 83

0587

District Attorney's Office.

THE PEOPLE,  
vs.

Charles C. Sperry

3 Seeds given

to O'Byrne

March 9. 1883

W.D.



0588

LAW OFFICES OF  
**IRA SHAFER,**

18 WALL STREET,

Building, R.

ASCEND BY THE ELEVATORS.

*Wm*  
The Proprietor

New York, Oct 11. 1883

*Wm*  
Charles C. Sperry

Dearest Mr. Sperry:

Dear Sir: I

Am Counsel for Mr. Sperry in the above  
Cause and am also his Counsel in  
various civil suits now impending, and  
to be tried or moved or in a few days  
in which he is a witness and cannot  
therefore appear in the sessions. Please  
offer me by putting cash over.

Yours Very Truly  
Ira Shaffer



0589

Reo

<sup>N</sup>  
Charles B. Sperry

Judicial filed Dec 18/82 for obtaining  
a signature & by false pretences  
3 R.S. (7<sup>th</sup> Ed) pg 2493 § 53  
(2 R.S. 677)

Capt<sup>n</sup> is Eliza Porret (known as  
the French Madame)

Sperry was a real estate broker at  
7 Sixth Ave.

In Aug. 1880 Porret went to Sperry  
to negotiate for her a sale or exchange  
of a certain lot in Newark, then  
owned by her, for real estate in N.Y.

About Oct 1. 80 Sperry stated to  
her that he would like to buy the  
lot from her & would pay her in stock  
of the European Medicine Company.  
of which Sperry was Secretary.

She knew nothing of the Co.  
but Sperry told her it was doing a  
large and lucrative business, would in  
the next year make at least 100,000;  
that she would receive at least 10%.

0590

2  
divided on the share he owned  
Macao to her, & that the company  
was perfectly solvent & had  
considerable property and that  
she would be perfectly safe in  
taking said stock <sup>in exchange</sup> for her property.

Relying on this Perrot on  
Nov 19. 80 made a deed of said  
property to Sperry for the considera-  
tion named therein of \$ 3300;  
that all she rec'd hereon from  
Sperry was 150 shares of stock  
of sd Co. which Sperry represented  
to be worth \$ 20 per share.

The certificates for this stock  
(par value \$ 20) are in the  
papers; they were issued in  
the name of Sperry and ~~do not~~  
bear no endorsement ~~of~~ or  
power of transfer, and Perrot  
says she never rec'd any  
such power.

Sperry on Dec 7. 80 transferred  
the property to the European M. Co.  
which on Apr. 14/1881 made a  
mortgage with to Deedrick Brattman  
for \$ 1800.



0591

(3)

Perrot's affidavit states ~~that~~  
~~the~~ in detail that the Co was a  
 fraud; that all & each of the  
 statements of Sperry as to the  
 Co. were false.

McKellen informs me that  
 Mr Lornstein, who was the  
 Pres of this Co, and who  
 signs the certificates for stock  
 had a difficulty with Sperry  
 and came to this office and gave  
 the whole thing away in that his  
 statements as to the Co. showed  
 that Sperry's statements and in-  
 dicements to Perrot were  
 false. But Allen thinks that  
 since that time Lornstein & Sperry  
 have come to an understanding  
 and that the former testimony would  
 not be available.

It seems too that Mr O'Byrne  
 was ~~greatly~~ interested for Mrs.  
 Perrot, and that he would have  
 pushed the case against Sperry  
 if the evidence had been forth-  
 coming as to the fraudulent  
 character of this Company.  
 [Mr. O'B. is Perrot's Counsel in



0592

4

The prosecution now pending  
against her. ] There is a copy letter of O. H. Sperry in the  
papers saying he did recommend a discharge of debt

As bearing upon this whole matter,  
it appears by a statement in the papers  
made by Perrot, that about Feb. 12, 1882  
she again had a transaction with Sperry  
& Zortman, the latter (both) inducing  
her to give her note for \$1000 at 2 months.  
Later in exchange their note at 3  
months. Her note she understood was  
given to the Company, but it turned out  
to be in the name of Sperry as payee,  
while the note to be in exchange was  
of the M. M. Co. signed by them for the  
Company.

She tried to stop payment of her  
note, threatened Zortman with  
prosecution &c & the latter then  
looked up her name against Sperry  
who was sued civilly & arrested  
& held to bail - \$600.

If the Dist. Atty. directs I will see  
what can be done with Zortman,  
or if any other evidence can be obtained

Unless Perrot  
had at this time  
(18 months after the  
principal affair)  
been satisfied with  
her trade, it seems  
highly improbable  
that she would have again  
traded Sperry.  
However, she says the  
note was as she understood  
it to be a benefit  
of the Co. what she  
was then interested  
in.

0593

5-

to establish the falsity of the representations of Sherry. Very slight proof on this point would put the case left to his defence, as he was Secretary of the Co. and would be held to speak with knowledge as to the condition of the Company, when making the representations to Perrot.

As prosecution has just been begun against Perrot, it would seem unlikely that any information would be obtainable from her until ~~that~~ her own case is disposed of.

I do not see any possible ground upon which a dismissal could be recommended at this time.

The case of Sherry is presumptively ~~fraudulent~~ sound in his obtaining the deed from Perrot for shares of stock in his own Company, the certificates of which were not even transferred by him to her, taken together with the fact that he had for some months prior to the transaction been standing towards her in ~~the~~ a fiduciary relation of a broker as to their very property.



0594

6.

stamps the affair as a swindle

The only recommendation I could  
make is that evidence be sought  
to complete the case, and that  
it be speedily tried.

W. Apr 23 1884

R. J. J. J. J.  
J. J. J. J. J.  
J. J. J. J. J.



0595

Geo

W

Charles Sperry

Memo of

Adams.

Apr 23. 1884

0596





0597





0598

If not called for in Ten days return to  
**O'BYRNE & STEWART,**  
5 Beekman Street, New York.

100 Street

100 Avenue Court Street  
Notes and Bonds

0599

Marine Court of the City of New York  
now City Court of New York

The Board of Commissioners  
of Public Charities & Correction  
of the City of New York

a95b

Augusta Barry

To Hon. John Kiss, Clerk of said Court

Sir: Please search for  
any and all judgments, Judgment Rolls  
and returns of executions duly entered and  
filed in your office in the above entitled  
action from the first day of May 1881 to the  
first day of October 1881 and certify the result  
of your findings under the seal of said  
Court so that the same can be offered as  
evidence

Dated New York November 15, 1881  
Per.

A. M. Gescheidt  
Attorney at Law  
33 Park Row  
N. Y. City

J. John Kiss, Clerk of the City Court of New  
York do hereby certify that I have searched the

0600

J.R. clk.

records in my office and do further  
certify that there has been no judgment,  
nor return of an execution recorded or  
filed in my office in the within en-  
-titled action from May 1<sup>st</sup> 1881 to October  
1<sup>st</sup> 1884 back inclusive.

peal

John Reid - Clerk  
Nov. 14, 1881

Repld Ex No. 2-6  
of Nov. 17, 1884  
J.R.



0601

Marine Court of the City of New York,  
now City Court of New York.

The Board of Commissioners  
of Public Charities & Correction  
of the City of New York

a. g. c.  
Emma De Forest

To Hon. John Reid, Clerk of said Court.

Sir: Please search for  
and all Judgments, Judgment Rolls and  
returns of Executions duly entered and filed  
in your office in the above entitled action  
from the first day of May 1887 to the first  
day of October 1887 and certify the result of your  
findings under the seal of said Court  
so that the same can be offered as evidence.  
Dated New York November 15, 1887  
Yr

A. M. Gescheidt  
Attorney at Law,  
33 Park Row  
N. Y. City

J. John Reid Clerk of the City Court of New  
York do hereby certify that I have searched  
the records in my office and do further certify

0602

that there has been no judgment nor return  
of execution, recorded or filed in my  
office in the within entitled action  
from May 1<sup>st</sup> 1881 to October 1<sup>st</sup> 1881 both inclu  
e five days

Seal

John Reid  
City Ct Clerk  
Nov 15, 1881

Wm. J. Bayhau

Depto Ex. No-25-  
of Nov 14, 1884  
J. B. B.

0603

Marine Court of the City of New York  
now City Court of New York

The Board of Commissioners  
of Public Charities & Correction  
of the City of New York

agst.

Emilia De Forest

Marine Court of the City of New York  
now City Court of New York

The Board of Commissioners  
of Public Charities & Correction  
of the City of New York

agst.

Augusta Barry

To Hon Patrick Keenan

Clerk of the City & County of New York

Sir: Please search for  
Judgments and transcripts, duly entered and  
filed against the defendants in the above  
entitled actions in your office from the  
first day of May 1881 to the first day of  
October 1881 and certify the result of your  
findings, under your official signature



0604

and seal of your office so that the same  
can be offered as evidence.

Dated New York - November 15, 1884

Son

H. M. Foschmidt

Attorney at Law

33 South Street

N. Y. City

Nothing found for the period from May 1, 1881  
to Oct. 1, 1881 - Dated Nov. 15, 1884

Patrick Keenan  
Clerk

Seal  
Destroyed

257

Rec'd by No 27 of Nov 17  
1884 J.M.S.

0605

Received New York Nov. 11<sup>th</sup> 1881 from  
Mrs D E Forest 110 West 32<sup>d</sup> St. New  
Hundred & Sixty one Dollars (\$161.) in  
satisfaction of Judgment

John A. F. Duval

0606

Respectfully referred  
to you Wm A. Boyd  
Corporation Attorney  
49 Beekman St.  
Jacob Hess

Dep't 4 No 3  
of Nov. 12, 1854  
J.B.S.



0607

The People of the State  
of New York

vs.

Charles C. Sperry

City and County of New York ss.  
Diederick Brettnauer of  
341 East Thirty third Street in the City and  
County of New York being duly sworn says on  
information and belief that on or about  
the 5<sup>th</sup> day of July 1883 one William Richter  
duly applied to the Surrogate of the City and  
County of New York for letters of administra-  
tion on the estate of Anna Richter then  
deceased, which Surrogate had jurisdiction  
thereof, and upon said application it was ne-  
cessary and material to give a bond to the  
People of the State of New York for his faithful  
performance in the premises, that on said <sup>day</sup>  
one Charles C. Sperry duly appeared and be-  
came one of the Sureties on said bond for  
the sum of One Hundred and Fifty Dollars by  
duly signing the same; that thereafter

0508

said Charles C. Sperry was duly and solemnly sworn by George E. Best a then Notary Public of the City and County of New York who has the power to administer said oath to said Charles C. Sperry qualification as one of the sureties on said bond and said Charles C. Sperry swore that he is a freeholder in his own right and owns real estate in the City of New York consisting of a house and lot abt No 25 Spring Street and that the same is of the value of not less than Thirty Thousand Dollars, and that there are no unsatisfied judgments against him.

That said bond so signed and oath so taken as aforesaid by said Charles C. Sperry, was necessary and material to procure said letters of administration, and the same was granted thereon.

Depoent further says that he knows said Sperry for about six years, that at the time of his signing said bond and taking said oath as aforesaid, said Charles C. Sperry was insolvent and there were and now are a great many debts, liabilities, and <sup>unsatisfied</sup> judgments against said Sperry which he is unable to pay or respond



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" Therefore, and that he Charles C. Sperry was and  
" at said time the owner of the house and lot No.  
" 23 Spring Street in the City of New York and  
" neither was said property worth Thirty  
" Thousand Dollars: That all of said oath  
" so taken by said Charles C. Sperry as aforesaid  
" was false and untrue, and said Charles C.  
" Sperry knew the same to be such and said  
" Charles C. Sperry <sup>knowingly</sup> wilfully, falsely, corruptly  
" and designedly committed wilful and corrupt  
" Forgery by taking said oath aforesaid

Wherefore deponent prays that  
a warrant be issued for the arrest of said Charles  
C. Sperry for the charge of forgery aforesaid  
and he be dealt with according to the Statute  
in such case made and provided

Sworn to before me this  
18th day of August, 1874.  
J. W. Smith

Notary Public  
N.Y.C.

} Diederich Brettnann  
}

06 10

Na 193 17 Dec 84

The People of the State  
of New York

—ss—

Charles C. Boerry  
Affidavit charging said  
Boerry with perjury





0611

Court of General Sessions Part One

The People vs  
Charles C. Sperry

Sir,

Please take notice that a motion will be made before the Judge, presiding in Part One of the above Court on Friday the 1<sup>st</sup> day of the month of June the opening of Court on that day, or as soon thereafter as counsel can be heard for the reduction of the bail of the above named defendant, and for such other, and further, relief as this Court may deem just and proper.

Witness my hand and seal this 1<sup>st</sup> day of June 1864.

No

Wm. B. Chappin  
District Attorney  
New York County

Wm. B. Chappin  
Superior Court  
14 Centre Street  
New York City

06 12

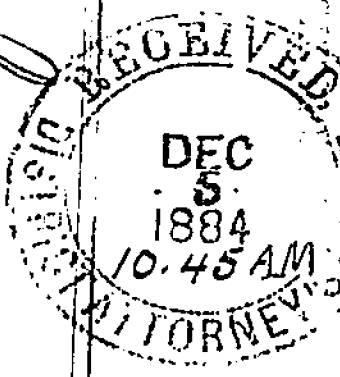
Court of General Sessions

The People

vs

Charles C. Sperry

Notice of Detention



OFFICE OF THE  
CLERK OF THE  
COURT  
100 NASSAU ST., NEW YORK CITY.

Per J. W. Campbell  
Notary Public



06 13

Law Offices of  
Henry M. Gescheidt,  
Attorney and Counsellor-at-Law,

No. 33 Park Row,

Notary Public.

New York, January 3 1885

Hon. Randolph B. Martine

Sir: I was appointed by our late District Attorney to prosecute one Charles C. Sperry and one William Zornittein on several charges of perjury, before one of our magistrates in this City and on the 14<sup>th</sup> day of November last they were committed on several charges, one of which was against Charles C. Sperry for giving an undertaking in the case of Newburg W. Schwab Et. al. he also was committed on a charge of perjury in making a deposition as to his qualifications as a party in the above case wherein he swore among other things that he owned the house No 23 Spring Street and Four lots on Inwood Avenue this City. It was proven by the deeds and searches and other evidence that he did not own either of the above pieces of property and also that eight judgments were against him amounting with interest to over \$8000. and that he was insolvent at the time. The latter part of December last I discovered that he was admitted to bail on several charges of perjury and that the said matter had been before the Grand Jury and that he was indicted for the above offences

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Law Offices of  
Henry M. Gescheidt,  
Attorney and Counsellor-at-Law,  
No. 33 Park Row,  
New York,

Notary Public.

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and a bill ordered by the Grand Jury, but that the same had never been drawn by the District Attorney as no indictment can be found; thereupon I called on the late District Attorney and informed him of the above facts and he promised me that the matter should be attended to forthwith and a few days thereafter said Charles C. Sperry was indicted for giving a bond in the Surrogate's Office but the above matter had not been attended to so I have been informed on account of the urgent business and shortness of office of our late District Attorney, and I cannot see why he should not be indicted on the above charges as the documentary and other evidence is so clear, there must be some mistake and I therefore respectfully ask that you look into the matter and have him indicted thereon. Said Charles C. Sperry has been going on bail bonds for William H. Mundy on various and different occasions upon one of which he has been indicted in your office where in fact Mundy knew him to be a worthless character. Mr. Mundy has been going around the City and obtaining money under false pretences and I desire to call your attention particularly to two instances to wit:



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*Law Offices of*  
*Henry M. Gescheidt,*  
*Attorney and Counsellor-at-Law,*  
*No. 33 Park Row,*  
*New York,* 1888

*Notary Public.*

on or about November 11, 1881 he called in company with one John A. K. Duval at the house of Emma Minthorst who is known as Emma De Forest and represented that he had a judgment obtained in the Marine Court for \$161. against her. said Duval represented himself to be a Deputy Sheriff and Mr. Mundy represented and introduced him as such to her and they threatened to sell out her property, if she did not pay the amount. She under such threat and belief paid the said \$161. and received a receipt therefor & that effect a copy of which is herewith enclosed - and Duval immediately and in her presence turned the money over to Mr. Mundy - a similar state of facts exists and wherein said Mundy claimed he had a judgment against one Augusta Carry all of which developed itself on or about the 17th day of November 1884 in an action before Hon Judge Lawrence in the Supreme Court Part 4 wherein Mr. Mundy was plaintiff and I appeared as defendant's Counsel and established the above facts and proved by certified copies of searches that there were no judgments or executions against either of the above parties and the same so appears

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Law Offices of  
Henry M. Gescheidt,  
Attorney and Counsellor-at-Law,  
No. 33 Park Row,

Notary Public.

New York, ..... 188

by the copies of the searches herewith enclosed. During paid trial several gentlemen stated to me that it was my duty to inform the District Attorney of the above facts that he may act thereon and send for Mr. Winthurn alias De Forest and Mr. Carry, to produce the above receipts so that the matter may be laid before the Grand Jury so that they may take some action thereon and under such circumstances I thought it my duty to inform you of the above facts. The records of the City Court will show that Mr. Mundy has practised extortion and received large sums of money thereunder and under the Statute under which he claims to have acted he has committed larceny by keeping the penalties which should have gone to our City Treasury - he has been practising all along by deception - that the money which he has collected should go to the poor - but under my cross examination of him in the above case he swore that he only had turned over Fifty Dollars to the City Treasury and it appeared that he had collected Hundreds of Dollars - these facts should be looked into as he



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Law Offices of  
 Henry M. Gescheidt,  
 Attorney and Counsellor-at-Law,  
 No. 33 Park Row,

Notary Public.

New York, ..... 188

has been practising his deception as above upon people who cannot help themselves as their characters are stained. In the latter part of December I was requested by the then District Attorney to lay all matters before and call upon your assistant Hon. John R. Fellows which I did, and informed him in a casual way of all of the within facts and he knows a great deal of the same, from what I told him. When either or all of the matters of Sperry, Farnt-  
 stein or Mundy should go before the Fraud Jury or  
 District I respectfully ask that I may be noti-  
 fied a few days before as I have some of the origi-  
 nal searches and records and know where the evi-  
 dence and witnesses are which is abundantly suf-  
 ficient to convict them all. You may rely and  
 call upon me at any time for my services or for  
 any information that I can give you in the premises.  
 Trusting you will give this favorable con-  
 sideration and an early reply I am

Your obedient servant  
 H. M. Gescheidt

0618

City and County of New York

Elisa Post being duly sworn  
deposes and says that she is a  
resident of the City and County of New  
York. That for four years previous to  
the 19<sup>th</sup> day of November 1880 she  
was the owner in fee simple of a  
house and lot situate in the  
City of Newark in the State of New  
Jersey. That on or about the 1<sup>st</sup> day  
of August 1880 she went to one  
Charles C. Sperry then a real Es-  
tate broker doing business at  
7 Sixth Avenue in the City of New  
York and engaged him to negotiate  
a transfer of said real estate for real  
estate in the City of New York.  
That on or about the 1<sup>st</sup> day of  
October 1880 the said Charles C.  
Sperry stated to deponent that  
he would like to purchase said  
Newark property from her and that  
he would in exchange give her  
shares in the European Medicine  
Company of which he the said  
Sperry was then Secretary.  
That deponent knew nothing of



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said Company other than what she  
knew from said Sperry  
That the said Sperry for the pur-  
pose of inducing defendant to ac-  
cept said Shares in payment of  
the purchase price of said Newark  
property, then and there falsely and  
fraudulently represented and stated  
to defendant that the said The  
European Medicine Company was  
doing a large and paying lucrative  
business and that it would be a  
good and paying <sup>investment</sup> ~~business~~ for defendant  
That the said Company <sup>was</sup> then  
doing a large business and would  
in the next year make at least  
one hundred thousand dollars  
and that ~~the~~ defendant would re-  
ceive at least ten per cent dividends  
on the Shares that he would trans-  
fer to her for said Newark property  
That the said Sperry for the false  
and fraudulent purpose aforesaid  
further stated and represented to  
defendant that the said The European  
Medicine Company was for perfectly  
solvent, was possessed of considerable  
property and that defendant would  
be perfectly safe in taking said stock  
in payment for her property and that

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the dividend of on said stock would be the best investment she could make.

That defendant believed the said statements and representations so made by the said said Sperry to be true and in transferring said property to him relied upon said statements and representations and that she would not have made the transfer of said Newark property to said Sperry and received in payment thereof said Certificates of the said The European Medicine Company, had not the said Sperry made the said false and fraudulent statements. That at the time said statements and representations were made as aforesaid the said Sperry well knew them to be <sup>false and</sup> untrue and that they were made by him for the purpose of inducing defendant to transfer said property to him and in payment receive said stock, and of cheating and defrauding defendant out of said property.

That at the time said statements and representations were made as aforesaid the said The European Medicine Company had no property whatever and was utterly worthless



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all of which facts the said Sperry  
well knew and which were wholly  
unknown to defendant.

That the purchase price of said New York prop-  
erty was Three thousand, three hundred  
dollars, no portion of which has ever  
been paid to defendant by said Sperry  
and that she has received nothing  
therefor other than one hundred and  
fifty shares of <sup>the</sup> said The Canadian  
Medicine Company, claimed by said  
Sperry to be worth twenty dollars a  
share, but which this defendant at-  
tends to be utterly worthless and of  
no value whatsoever.

That said Certificate of Stock were is-  
sued to said Charles C. Sperry but  
no transfer <sup>to defendant</sup> of said Certificate was ever  
endorsed thereon by said Sperry and  
no transfer of the same upon the books  
of the Company was ever authorized by  
him and none was ever made and  
defendant is informed and believes

That no dividend whatsoever has ever  
been paid to defendant upon said Certificate.

That the said property was transferred  
to said Sperry by defendant by deed  
dated the 19<sup>th</sup> day of November 1880, the  
and that, consideration therefor expressed  
being \$300; that thereafter the said

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Sperry transferred said property to the  
said The European Medicine Company by  
deed dated December 7<sup>th</sup> 1880. The con-  
sideration therein expressed being  
\$4300; that on or about the 14<sup>th</sup> day of  
April 1881 a mortgage upon said property  
was created by the said Company to  
one Diedrich Ruttman for 1800.

From to before me & this }  
21<sup>st</sup> day of November 1882 } said Port

Notary Public for the State of New York

Witness my hand and seal this 21<sup>st</sup> day of November 1882



0623

1028  
52 Bldg  
~~Landmark~~  
~~...~~

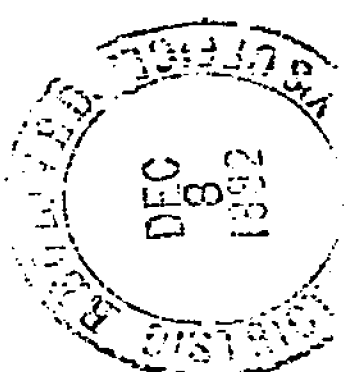
Charles C. Sperry

App + P. L. C. Court

Wanted -

Witnesses to show that  
the preference was  
false  
and

a copy of the deed.  
etc. etc.



0624

N.Y. June 13<sup>th</sup> 1884  
Received from Peter B. Ormery  
District Attorney two notes  
each for five hundred (\$500.-)  
dollars and bearing date February  
12<sup>th</sup> 1882 and signed by Charles  
and Wm. Bonden  
C. Sperry, the same to be held  
subject to my order and to be  
returned when called for.

W. H. Chescheire  
Atty Eliza Parret



0625

Recent from  
notes in a "Spring"

0626

New York June 16. 1883.

Wm. Ira Chafer

Dear Sir!

I have fully looked into the case against McQuerry and in the light of its examination I have concluded not to try his case but will discharge the defendant on his own recognizance next term in view to which the case has been so long postponed.

Yours respectfully

J. V. Byrne

Dist. Dist. Atty

The above letter was written by W. V. Byrne himself and I know this to be a true copy thereof. New York June 16. 1883.

Gustav Ludwig  
194 Bleeker St.



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Capt. Miller

^

Col. Byrne

CLERK.



0629

Names of Parties against whom Judgments have been obtained

Names of Parties in whose favor Judgments have been drawn.

Sperry Charles C. Sanford Ramsey

Damages and Costs.

Time of Filing.

Attorney's Name.

When Satisfied.

\$468.25

Dec 17<sup>th</sup> 1884  
at 9<sup>o'clock</sup> and 15 min.  
9 M.

W E Church

3

CLERK'S OFFICE NEW YORK COUNTY,

NEW YORK,

1884

I, PATRICK KEENAN, Clerk of the County of New York, do hereby certify that the foregoing is a correct transcript from the Docket of Judgments kept in my Office, of a Judgment rendered in the Supreme Court of the State of New York, for said County.

July 17<sup>th</sup>  
Patrick Keenan  
CLERK.

0630

AGAINST WHOM.

IN WHOSE FAVOR.

Edward Henry

Sperry Charles C

Andrew A. Thompson

| Where Perfected.                   | When Perfected. | H. M. | Transcript Filed. | H. M. | AMOUNT.<br>Debt.      Damages and Costs | Attorney.      | When Satisfied. |
|------------------------------------|-----------------|-------|-------------------|-------|---|----------------|-----------------|
| New York<br>C. A. P.<br>Com. Pleas | 1871            |       | 1871              |       |   |                |                 |
|                                    | Feb. 6. 1871    | 1250  | Jan. 11. 1871     |       | \$ 123.37                               | Geo. O. Miller |                 |

COUNTY CLERK'S OFFICE,  
CITY AND COUNTY OF NEW YORK

I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true and correct extract from the Docket of Judgments kept in my Office.

*[Signature]*

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this

day of July 1884

*[Signature]*  
CLERK.



0631

AGAINST WHOM.

IN WHOSE FAVOR.

*Sperry Charles C. Debtors J. H. Probee*

| Where Perfected. | When Perfected. | H. M.      | Transcript Filed. | H. M.      | AMOUNT.           |                   | Attorney.           | When Satisfied. |
|------------------|-----------------|------------|-------------------|------------|-------------------|-------------------|---------------------|-----------------|
|                  |                 |            |                   |            | Debt.             | Damages and Costs |                     |                 |
| <i>New York</i>  | <i>1873</i>     |            | <i>1873</i>       |            |                   |                   |                     |                 |
| <i>Ward</i>      | <i>Jan 27</i>   | <i>345</i> | <i>Jan 27</i>     | <i>347</i> | <i>\$ 1074.87</i> |                   | <i>J. H. Probee</i> | <i>3</i>        |
| <i>Court</i>     |                 |            |                   |            |                   |                   |                     |                 |

COUNTY CLERK'S OFFICE,  
CITY AND COUNTY OF NEW YORK

I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true and correct extract from the Docket of Judgments kept in my Office.

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this *17<sup>th</sup>* day of *July*, 188*4*  
*Patrick Keenan*  
CLERK.

0632

AGAINST WHOM.

IN WHOSE FAVOR.

Harry Charles  
Kunze Charles  
Alfred Maus

| Where Perfected.     | When Perfected. | H. M. | Transcript Filed. | H. M. | AMOUNT.<br>Debt.      Damages and Costs   | Attorney.     | When Satisfied. |
|----------------------|-----------------|-------|-------------------|-------|---|---------------|-----------------|
| Westchester Co. 1874 | 1874            |       | 1874              |       |   |               |                 |
| Supreme Court 1874   | 1874            | 9 30  | Jan 21 1874       | 3 40  | \$<br>Agency 2430.81<br>Int from Jan 9/74 | D. W. Mangate |                 |

COUNTY CLERK'S OFFICE,  
CITY AND COUNTY OF NEW YORK

I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true and correct extract from the Docket of Judgments kept in my Office.

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this  
day of July 1884  
Patrick Keenan  
CLERK.



0633

AGAINST WHOM.

IN WHOSE FAVOR.

*Harry Charles C. Frederick Jacobson*

| Where Perfected.          | When Perfected. | H. M. | Transcript Filed.   | H. M. | AMOUNT.<br>Debt. | Damages and Costs | Attorney.       | When Satisfied. |
|---------------------------|-----------------|-------|---------------------|-------|------------------|-------------------|-----------------|-----------------|
| <i>New York</i>           | <i>1869</i>     |       | <i>1869</i>         |       |                  |                   |                 |                 |
| <i>Superior Nov 26 12</i> |                 |       | <i>Mar 26 13 11</i> |       |                  | <i>\$ 228.62</i>  | <i>Washburn</i> | <i>3</i>        |

COUNTY CLERK'S OFFICE,  
CITY AND COUNTY OF NEW YORK

I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true and correct extract from the Docket of Judgments kept in my Office.

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this *17<sup>th</sup>* day of *July* 188*4*  
*Patrick Keenan*  
CLERK.

0634

AGAINST WHOM.

IN WHOSE FAVOR.

*Sperry Charles E*  
*Adrian H Muller*  
*Adrian H Muller Jr*

| Where Perfected.        | When Perfected. | H. M. | Transcript Filed. | H. M. | AMOUNT. |                   | Attorney. | When Satisfied. |
|-------------------------|-----------------|-------|-------------------|-------|---------|-------------------|-----------|-----------------|
|                         |                 |       |                   |       | Debt.   | Damages and Costs |           |                 |
| <i>New York</i>         | <i>1874</i>     |       | <i>1874</i>       |       |         |                   |           |                 |
| <i>Adrian Muller</i>    | <i>1875</i>     |       | <i>1875</i>       |       |         |                   |           |                 |
| <i>Adrian Muller Jr</i> | <i>1875</i>     |       | <i>1875</i>       |       |         |                   |           |                 |

COUNTY CLERK'S OFFICE,  
CITY AND COUNTY OF NEW YORK

I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true and correct extract from the Docket of Judgments kept in my Office.

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this  
day of *July* 188*8*  
*Patrick Keenan*  
CLERK.



0635

AGAINST WHOM.

IN WHOSE FAVOR.

Sherry Charles C. The Peltreaw & Raynor  
Chromo. Lithograph Printing  
& Printing Company

| Where Perfected.  | When Perfected. | H. M. | Transcript Filed. | H. M. | AMOUNT.<br>Debt. | Damages and Costs | Attorney.    | When Satisfied. |
|-------------------|-----------------|-------|-------------------|-------|------------------|-------------------|--------------|-----------------|
| New York          | 1874            |       | 1874              |       |                  |                   |              |                 |
| Marine Reg. Court | 330 Aug. 330    | 335   | 330               |       |                  | \$ 144.27         | W. J. Fulham |                 |

COUNTY CLERK'S OFFICE,  
CITY AND COUNTY OF NEW YORK

I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true and correct extract from the Docket of Judgments kept in my Office.

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this 17<sup>th</sup> day of July 1884  
Patrick Keenan  
CLERK.

COUNTY CLERK'S OFFICE,  
NEW YORK.

Transcripts of

Judgments

rendered

against

Charles E. Green

Transcript of Judgment.

0636



0637

At a Court of General Sessions in and for the  
City and County of New York, on the  
19 day of December A.D. 1882.

Present,

Hon Thos P. Browning

THE PEOPLE OF THE STATE OF NEW YORK,

against

Charles C. Sperry

City Judge

Application having been made to this Court  
by the above named Defendant to be admitted to bail,  
on a charge of False imprisonment

under which he was, on the 19 day of  
December 1882 duly committed to the custody  
of the Keeper of the City Prison, and the District  
Attorney waiving notice and consenting thereto;

It is Ordered, that the said Charles  
C. Sperry be admitted to bail in the sum of  
Twenty hundred Dollars,  
and that said bail may be taken before any Judge of  
this Court or Justice of the Supreme Court.

Consent to the entry  
of the foregoing order,

December 19, 1882

Wm. B. Brown  
Asst District Atty

Enter  
Thos P. Browning  
City Judge

0638

Eliza Porret, of No. 54 West 31st. Street, in the City of New-York, makes the following statement:

On the       day of  
Mr. Charles C. Sperry, of No. 7 Sixth Avenue, in the City of New-York, came to me and asked me for an accommodation note for \$1000; he is the secretary of the European Medicine Company; he told me that he didn't need the money to use in the business but that he simply wanted it to put in the bank, to show more capital, and he said he would give me his note against my note; I told him I would not do it, and then he sent the President of the Company, Mr. William Zorntlein, to me, and Mr. Zorntlein asked me to please give them a note, that they would never use my note, that they did not need money at all but simply wanted it to show more capital at the Bank; after a while I told him to come up to-morrow and I would think it over. Mr. Sperry and Mr. Zorntlein came up the next day and I told Mr. Zorntlein I would give him the note but not to Mr. Sperry; then Mr. Sperry took two blank notes out of his large pocketbook and he made out a note himself and he made it to himself and not to the Company; I can't read a word of English but I thought I gave it to the European Medicine Company; he made the note in his own name and cheated me out of a \$1000; I signed the note, and at the same time Mr. Zorntlein was in the other corner of the room, talking to a gentleman; Mr. Sperry did not read the note to me; he put it right in his pocket, and Mr. Zorntlein and Mr. Sperry gave me their note against my note for \$1000; their note was given in the name of the European Medicine Company and it was signed by both of them; Mr. Sperry made out two notes for \$500 each and I signed them and they gave me one note for \$1000; I didn't know that Mr. Sperry made these notes out in his own name, and Mr. Zorntlein didn't look at them, and Mr. Sperry made them out that way to cheat me. On the 12' day of April, 1882, their note became due; the notes I gave them were for three months and the one they gave me was for two months; on the 12' day of April, 1882, I went to Mr. Sperry's office, No. 7 Sixth Avenue, and I found Sperry and Zorntlein together; I asked them to give me back my note and take theirs but Mr. Sperry told me that he would never give me back my note; that after the Insurance Company paid the insurance on the factory, in Newark, N. J., which was burned on the 8' day of April, 1882, he would pay me, but if the Company never paid he would never pay me anything. Mr. Sperry told me this in the presence of the President of the European Medicine Company. This same day I went to the Garfield Bank, on the corner of 23rd. Street and Sixth Avenue, and had their note protested, and on the 13' day of April I sent Mr. Zorntlein and Mr. Frederick Corrad, who lives in my house, to the Bowery National Bank, to the Secretary, Mr. Hamilton, to tell him that these were accommodation notes and that he must not pay them; and Mr. Hamilton told these gentlemen that he did not pay them, but after that Mr. Hamilton sued me in Court for one of these notes; he cashed one of the notes to Sperry and it was then that I found out that Sperry stole the note, that he made it only to his name and not to the Company; he told Mr. Hamilton that it was a business note. After this Mr. Zorntlein came up to me and I told him that he had given a chance to the Secretary to cheat me out of my note; I told him that I did not trust Sperry with my note but that I trusted it to him, and I told Mr. Zorntlein that I would go and



0639

have him arrested if he didn't get back my note for me, as he had given his partner a chance to steal it. After that Mr. Zorntlein said he would like to get my note back for me but Sperry refused to give it to him, and said that he ( Sperry ) told him that he ( Sperry ) wanted to make money out of me. Then I had a big quarrel with Mr. Zorntlein and he told me not to do any harm to him, that he would go and get Sperry arrested and fight him with the law until he got my note back; and so he did it; he went to a lawyer and had Sperry arrested for stealing my notes, and the case came up before Judge Donohue, and he was put under \$600 bail but the case has not come up yet. Mr. Hamilton, the Secretary of the Bowery National Bank, paid one of my notes for \$500 thirty two days before it became due; he discounted it and I was afterwards compelled to pay it by an action brought against me by the Bowery National Bank. I don't know what has become of the other note; I don't know whether it has been discounted or not. Mr. Sperry represented to me that the European Medicine Company was worth \$17000 but the Company was really not worth over \$3000 or \$4000.

0640

Statement

of

Eliza Corbet,

54 W. 31.







0642

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest property, possession claim and demand whatsoever, as well in law as in equity, of the said part, of, in, and to the same, and every part and parcel thereof, with the appurtenances: To have and to hold the above granted, bargained and devised premises, with the appurtenances, unto the said part, of the second part heirs and assigns, to have in their own proper use, benefit and behoof forever.

Subject to a surcharge, mortgage interest and taxes  
therein

And the said Deeds for remnant heirs executors and administrators, do hereby covenant, grant and agree to and with the said part, of the second part, heirs and assigns, that the said covenants to sever at the time of the sealing and delivery of these presents, is lawfully seized in his own right, of a good, absolute and undisputed estate of inheritance in fee simple, of, and in all and singular the above granted and devised premises, with the appurtenances therein and have good right, full power and lawful authority, to grant, bargain, sell and convey the same, in manner aforesaid: And that the said part, of the second part, heirs and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit trouble, molestation, eviction, or disturbance of the said part, of the first part, heirs or assigns, or of any other person or persons lawfully claiming or to claim the same: And that the same now are free, clear, discharged and unincumbered, of and from all former and other gifts, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature or kind soever.



And also, that the said part, of the first part, and <sup>other</sup> heirs, and all and every person or persons whomsoever, lawfully or equitably claiming any estate, right, title or interest, of, in, or to the herebefore granted premises, by, from, under or in trust for <sup>them</sup> them, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said part, of the second part, <sup>or heirs</sup> heirs and assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law, for the better and more effectually vesting and confirming the premises hereby ~~granted or as~~ intended to be, in and to the said part, of the second part, <sup>or heirs</sup> heirs and assigns forever, as by the said part, of the second part, <sup>or heirs</sup> heirs or assigns, or <sup>their</sup> ~~their~~ counsel learned in the law, shall be reasonably ~~advised~~ <sup>advised</sup> or required: And the said ~~heirs~~ <sup>heirs</sup> heirs, ~~or assigns~~ <sup>or assigns</sup> or assigns, ~~or assigns~~ <sup>or assigns</sup> or assigns, shall and will <sup>hereunto set his</sup> hand and seal the day and year first above written.

In Witness whereof, the said part, of the first part, <sup>or heirs</sup> heirs, ~~or assigns~~ <sup>or assigns</sup> or assigns, ~~or assigns~~ <sup>or assigns</sup> or assigns, shall and will <sup>hereunto set his</sup> hand and seal the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

*Charles O. Sweeney*

State of *California* }  
 of *San Francisco* } ss.  
 County of *San Francisco*

On this *seventeenth* day of *January* in the year one thousand *one thousand* *one hundred* *and* *thirteen*

Office of the Register of Deeds, &c. } ss.  
 City and County of New York.

I have compared the annexed copy with an Instrument recorded in this office, on the *17th* day of *January* A.D. 18*17* at *10* o'clock *10* min. *AM* and there *103* *11* and certify the same to be a correct transcript therefrom, and of the whole of said Instrument.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal, this *17th* day of *January* 18*17*

*John P. Kelly*  
 Register.

*Witness*  
 she executed the foregoing  
*one*  
*William*  
*1* *103* *11*  
*one*  
*103* *11*  
*one*  
*103* *11*

GLUED PAGE

0643



And also, that the said part, ~~of~~ <sup>other</sup> the first part, and ~~is~~ heirs, and all and every person or persons whomsoever, lawfully or equitably deriving any estate, right, title or interest, of, in, or to the hereinbefore granted premises, by, from, under or in trust for ~~him~~ <sup>them</sup>, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said part, ~~of~~ the second part, ~~he~~ <sup>it</sup> heirs and assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable acts, consequences and assurances in the law, for the better and more effectually vesting and confirming the premises hereby ~~granted~~ <sup>granted</sup> ~~to~~ <sup>intended to</sup> be, in and to the said part, ~~he~~ <sup>heirs</sup> heirs and assigns forever, as by the said part, of the second part, ~~he~~ <sup>heirs</sup> heirs or assigns, or ~~he~~ <sup>that</sup> cannot be made in the law, shall be reasonably advised or required: And the said ~~part~~ <sup>heirs</sup> heirs, ~~and~~ <sup>or</sup> ~~his~~ <sup>heirs</sup> heirs, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said part, ~~of~~ <sup>of</sup> the second part, ~~he~~ <sup>heirs</sup> heirs and assigns, against the said part, ~~of~~ <sup>of</sup> the first part, and ~~is~~ <sup>heirs</sup> heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

An attitness whereof, the said part, in the first-part  
hand and seal the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

Primer. 2. over

State of California  
 of San Diego  
 County of San Diego

**County of \_\_\_\_\_**

On this <sup>y</sup> varied day of <sup>the year</sup> \_\_\_\_\_ in the year one thousand  
eight hundred and <sup>two</sup> \_\_\_\_\_ before me personally came \_\_\_\_\_ & \_\_\_\_\_

to me known, and known to me to be the individual - described in, and who executed the foregoing <sup>location</sup> ~~convergence~~ instrument, and ~~was~~ acknowledged that he executed the same.

now with Nelson and  
Lily. where  
11/6

(I cannot use any of the material in the  
 No. 112-2, between 7-23 from it for  
 simply to use the material

**GLUED PAGE**

0644



0645

Charles. D. Dorem

Winnipeg

Dated May 26-1853

0646

(No. 20.)

Know all Men by these Presents, THAT WE,

William Richter, William Jontlein  
and Charles C. Sperry.

are held and firmly bound unto the PEOPLE OF THE STATE OF NEW YORK,  
in the sum of *One hundred and fifty (\$150)*  
dollars, lawful money of the United States of America, to be paid to the said People : to  
which payment well and truly to be made, we bind ourselves, our and each of our heirs,  
executors, and administrators, jointly and severally, firmly by these presents. Sealed with  
our Seals. Dated the *fifth* day of *July*  
one thousand eight hundred and eighty *three*

The Condition of this Obligation is such, THAT IF THE ABOVE BOUNDEN

*William Richter*

shall faithfully discharge the trust reposed in *him* as administrator  
of all and singular the goods, chattels and credits of *Amalia Richter*  
late of *the City of New York*  
deceased, and obey all lawful decrees and orders of the Surrogate's Court of the County  
of New York, touching the administration of the estate committed to *him*  
then this obligation to be void, else to remain in full force and virtue.

Sealed and delivered in presence of

*Geo E. Bess*  
*Atty*  
*37 West Ave*  
*N.Y.*  
*W. H. Bucknitch*  
*to be within ninety*  
*days to be delivered*  
*to the Surrogate's Court*  
*at least \$150 each*  
*in good money.*

*William Richter (L.S.)*  
*Wm Jontlein (L.S.)*  
*Ch. C. Sperry (L.S.)*



0647

STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK, } ss.  
of No. 338 East 82<sup>nd</sup>

William Gornstein

is a free holder Street, the surety named in the annexed recogni-  
zance, being duly sworn, deposes and says that he owns in his own right real estate in the City of New  
York consisting of a one half interest in  
house and lot at No 1329, First Avenue  
and that the same is of the value of not less than Fifty five hundred  
Dollars, and is subject to no incumbrance except a mortgage of

and that he owns personal estate in the  
and that its value is not less than  
that it consists of

Dollars;

and that it is subject to no incumbrance

and that there are no unsatisfied judgments or executions against him, and that he is under no recognizance  
nor is he upon any bond, undertaking or written obligation whatever, except his bonds on file in the office amounting to \$500, one bond in Queens County N.Y. Supreme Court \$1000, and one undertaking in N.Y. Supreme Court \$1000.  
and that he is worth in good property not less than One hundred and fifty  
Dollars over and above all debts, liabilities, and lawful claims against him, and all liens, incumbrances, and lawful  
claims upon his property.

Sworn to before me, this 5<sup>th</sup> day }  
of July 1883 } Geo E Best  
Notary Public, New York County. Surety.

STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK, } ss.  
of No. 7 Sixth Avenue N. Y. City

Charles C. Sperry

is a free holder Street, the surety named in the annexed recogni-  
zance, being duly sworn, deposes and says that he owns in his own right real estate in the City of New  
York consisting of a house and lot at  
23 Spring Street Thirty thousand  
and that the same is of the value of not less than of Thirteen thousand dollars  
Dollars, and is subject to no incumbrance except a mortgage of

and that he owns personal estate in the  
and that its value is not less than  
that it consists of

Dollars;

and that it is subject to no incumbrance

and that there are no unsatisfied judgments or executions against him, and that he is under no recognizance nor is he  
upon any bond, undertaking or written obligation whatever, except one undertaking  
in N.Y. Supreme Court \$1000, one bond in Queens County N.Y. Supreme Court \$1000, and one undertaking in N.Y. Supreme Court \$1000.  
and that he is worth in good property not less than One hundred and fifty  
Dollars over and above all debts, liabilities, and lawful claims against him, and all liens, incumbrances, and lawful  
claims upon his property.

Sworn to before me, this 5<sup>th</sup> day }  
of July 1883 } Ch. C. Sperry  
Geo E Best  
Notary Public, New York County. Surety.

City and County of New York, ss.:

On this 5<sup>th</sup> day of July 1883 before me came  
William Richter, William Gornstein and Charles C. Sperry  
to me known to be the individuals described in, and who executed the within Bond, and acknowledged that they  
executed the same.

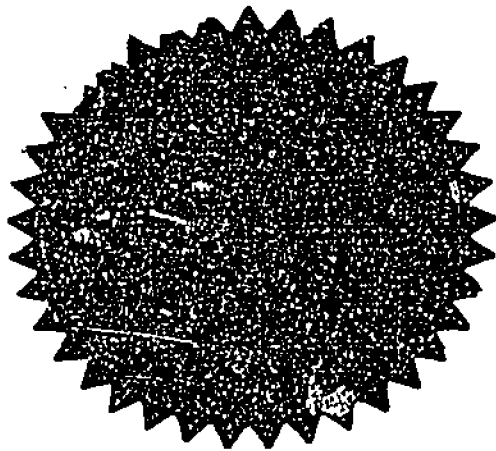
Geo E. Best  
Notary Public,  
New York County

0648

STATE AND COUNTY OF NEW YORK, }  
SURROGATE'S OFFICE. } ss.

I, PETER V. BURTSSELL, Clerk to the Surrogate's Court of said County, do hereby certify, that I have compared the foregoing copy of Administration Bond, in the Estate of Anna Kieker, awarded

with the original record thereof, now remaining in this office, and have found the same to be a correct transcript therefrom, and of the whole of said original record.



In Testimony Whereof, I have hereunto set my hand, and affixed the Seal of the Surrogate's Court, this 2<sup>nd</sup> day of August in the year of our Lord one thousand eight hundred and eighty four

*Peter V. BurtSELL*

Clerk to the Surrogate's Court.



23

No. 30.

SURROGATE'S COURT,  
COUNTY OF NEW YORK.

IN THE MATTER OF

*the Estate of*

*Amalia Richter*

DECEASED.

*Authenticated Copy of Bond*

*Mr. D. D. Hoffman*  
*340 E. 33rd St.*  
*New York City*  
*advised*  
*judgment. Subor-*  
*ned with Bond.*

0649

0650

**Grand Jury Room.**

---

PEOPLE

Chas. B. Sperry<sup>vs.</sup>

I do not believe that  
the People can convict the  
defendant as our witnesses  
have gone back on us.  
I have already advised  
that the case be dismissed.

Henry C. Allen  
per Schaff



0651

LAW OFFICES OF  
**IRA SHAFER,**  
18 BROADWAY,

WELLES BUILDING, Rooms 901, 902, 903, &c., Ninth Floor.

Ascend by the Elevators.

New York, Aug 12, 188 1

Hon. John B. Clevy;

Dear Sir: Thanks for your  
favor in reference to Sperry, and  
Robert's indorsements. As I must be  
in Albany on Tuesday - the day you  
have the kindness to name - upon my  
return I will endeavor to find upon  
a time to suit your convenience.

Yours very truly  
Ira Shafer

0652

LAW OFFICES OF  
**IRA SHAFER,**

~~18 WALL STREET~~

Rooms 901 to 904.  
ASCEND BY THE ELEVATORS. ~~Stevens Building, Room 901 to 904, Sixth Floor,~~  
18 BROADWAY, Welles Building.

New York, April 22..... 1884.

Hon. Peter B. Olney, District Attorney, &c

Sir: Enclosed please find a copy  
of an indictment which Mr. C. Byrne, as assistant Dist.  
Atty, substantially proposed to not. Mrs. May Jack from  
attention to the subject so that you may be  
prepared to advise me of your views when I may  
call upon you in reference to it.

Yours very truly  
I. S. Shafer

P. S. Yours, and our counsel for Shafer, Mr. C. Byrne  
unhesitatingly promises me to not. Mrs. The letter, a copy  
of which is enclosed, Mr. C. Byrne sent for, after its de-  
livery to Shafer, and it was returned to him. J. S.



0653

Know all Men by these Presents, THAT WE,

Elizabeth Marquet  
Charles C. Sperry and  
Charles Huguenin

are held and firmly bound unto the PEOPLE OF THE STATE OF NEW YORK,  
in the sum of *Three hundred*  
dollars, lawful money of the United States of America, to be paid to the said People : to  
which payment well and truly to be made, we bind ourselves, our and each of our heirs,  
executors, and administrators, jointly and severally, firmly by these presents. Sealed with  
our Seals. Dated the *17th* day of *August*  
one thousand eight hundred and eighty *one*

The Condition of this Obligation is such, THAT IF THE ABOVE BOUNDEN

Elizabeth Marquet

shall faithfully discharge the trust reposed in *her* as *administratrix*  
of all and singular the goods, chattels and credits of *Isaac Marquet*  
late of *The City of New York*  
deceased, and obey all lawful decrees and orders of the Surrogate's Court of the County  
of New York, touching the administration of the estate committed to *her*  
then this obligation to be void, else to remain in full force and virtue.

Sealed and delivered in presence of

*James B. Murray*

Elizabeth Marquet (Seal)  
Ch. C. Sperry (Seal)  
Ch. Huguenin (Seal)

0654

No. 60.

STATE AND COUNTY OF NEW YORK, }  
SURROGATE'S OFFICE. } ss.

I ~~AUSBURN M. DICKINSON~~  
~~PETER V. BURTSSELL~~,

*Clerk to the Surrogate's Court of said County, do hereby certify, that I have compared the foregoing copy of Bond given by Elizabeth Marquet as administratrix of the goods, chattels and credits of Isaac Marquet deceased.*

*with the original record thereof, now remaining in this office, and have found the same to be a correct transcript therefrom, and of the whole of said original record. And it does not appear that said bond has been cancelled.*

In Testimony Whereof, I have hereunto set my hand, *affd*  
affixed the Seal of the Surrogate's Court, this *17th*  
day of *July* in the year of our Lord  
one thousand eight hundred and eighty *four*.



*Ausburn M. Dickinson*

Clerk to the Surrogate's Court.



0655

STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK, ss.

of No. 7 Sixth Avenue Street, the surety named in the annexed recogni-  
zance, being duly sworn, deposes and says that he owns in his own right real estate in the City of New York  
consisting of Four lots of land  
and that the same is of the value of not less than Three hundred  
Dollars, and is subject to no incumbrance ~~except a mortgage of~~

~~and that he owns personal estate in the~~  
~~and that its value is not less than~~  
~~that it consists of~~

~~Dollars,~~

~~and that it is subject to no incumbrance~~

and that there are no unsatisfied judgments or executions against him, and that he is under no recognizance

and that he is worth in good property not less than Three hundred  
Dollars over and above all debts, liabilities, and lawful claims against him, and all liens, incumbrances, and lawful  
claims upon his property.

Sworn to before me, this 17th day  
of August 1881

Ch. C. Sperry Surety.

James B. Murray  
Notary Public, New York County.

STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK, ss.

of No. 159 Livingston Street, the surety named in the annexed recogni-  
zance, being duly sworn, deposes and says that he owns in his own right real estate in the  
consisting of

~~and that the same is of the value of not less than~~  
~~Dollars, and is subject to no incumbrance except a mortgage of~~

and that he owns personal estate in the City of New York  
and that its value is not less than Three hundred Dollars;  
that it consists of Stock in Trade

and that it is subject to no incumbrance

and that there are no unsatisfied judgments or executions against him, and that he is under no recognizance

and that he is worth in good property not less than Three hundred  
Dollars over and above all debts, liabilities, and lawful claims against him, and all liens, incumbrances, and lawful  
claims upon his property.

Sworn to before me, this 18th day  
of Aug 1881

Chs. Huguenin Surety.

City and County of New York, ss.:

On this 17th day of August 1881, before me came  
Elizabeth Marguet, Charles C. Sperry and Charles Huguenin  
to me known to be the individuals described in, and who executed the within Bond, and acknowledged that they  
executed the same.

James B. Murray  
Notary Public.  
New York County.

0656

No. 30.

SURROGATE'S COURT,  
COUNTY OF NEW YORK.

IN THE MATTER OF

certified copy of  
Bond in the matter  
of the estate of  
Isaac Marguet,  
DECEASED.

2



0657

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 22 day of July  
1884, in the Court of General Sessions of the Peace, of the County of  
New York, charging Charles C. Sperry

with the crime of Perjury

You are therefore Commanded forthwith to arrest the above named \_\_\_\_\_

Charles C. Sperry 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 22<sup>nd</sup> day of July 1884.

By order of the Court,

 Clerk.

0658

N. Y. General Sessions of the Peace

THE PEOPLE  
OF THE STATE OF NEW YORK,

against

Charles C. Sperry

121 8 1211 12

Bench Warrant for Felony.

Issued

July 22<sup>nd</sup> 1884

Zornthum Bail only  
212 - 6 - 1

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

The within named  
prisoner surren-  
dered himself  
this day and  
admitted to  
bail

Dated July 31/84

Von Krichlow Thurgan  
Det. Secy 5



0659

The People of the State  
of New York.

— vs. —

Charles C. Sperry

City and County } ss  
of New York

Diederich Brettmann N<sup>o</sup> 340  
East 33<sup>rd</sup> Street of the City, County and State  
of New York, being duly sworn says on informa-  
tion and belief that on or about the 17<sup>th</sup> day of  
August 1881 one Elizabeth Marquet duly applied  
to the Surrogate of the City and County of New  
York for letters of administration on the estate of  
Isaac Marquet then deceased, which Surrogate  
had jurisdiction thereof, and upon said appli-  
cation it was necessary to give a bond to the  
People of the State of New York for her faith-  
ful performance in the premises, that on said  
day one Charles C. Sperry duly appeared and  
became one of the sureties on said bond for the  
sum of Three hundred dollars by duly signing  
the same, that thereafter said Charles C. Sperry

was duly and solemnly sworn by James B. Murray, a then Notary Public, of the City and County of New York, who had the power to administer said oath, as to said Sperry qualification, as one of the sureties on said bond, and he Sperry swore that he owns in his own right real estate in the City of New York, consisting of Four Lots of land, and that the same is of the value of not less than Three hundred dollars, and is subject to no incumbrance, and that there are no unsatisfied judgments or executions against him, and that he is worth in good property not less than three hundred dollars over, and above all debts, liabilities and lawful claims against him, and all liens, incumbrances and lawful claims upon his property. That said bond so signed, and oath so taken by said Sperry was necessary and material to procure said letters of administration, and the same was granted thereon.

Deponent further says that he knows said Charles E. Sperry for about three years, that at the time of his signing said bond and taking said oath aforesaid said Sperry was insolvent, and there are a great many debts, liabilities and judgments against said Sperry which he is



unable to pay or respond therefore, and that he is not worth Three hundred dollars in good property, as set forth in said oath, that, all of said oath so taken by said Charles C. Sperry was false, and untrue, and said Sperry knew the same to be such, and said Sperry wilfully, falsely, corruptly, and design- edly committed wilful and corrupt perjury.

Deponent further says on information and belief that one Marcus Newbury brought an action in the Superior Court of the City of New York against Joseph Schwab and John H. Andereya, which action was duly tried, and a judgment entered in favor of the plaintiff for the sum of \$603.02 and thereafter on or about the 22<sup>nd</sup> day of March 1883 said defendants duly appeared to the General Term of said Court and duly gave a bond or undertaking on said day, which was duly approved by one of the Judges of said Court, and duly filed with the Clerk of said Court and a copy thereof duly served on plaintiff or his Attorney, all of which was material to perfect said appeal, to the effect that the sureties would pay all the costs and damages which may be awarded

0662

against the appellants, not exceeding Five hundred dollars, and do also undertake that if the judgment so appealed from, or any part thereof is affirmed or the appeal is dismissed, the appellants will pay the sum directed to be paid by the judgment, that on said day one Charles C. Sperry duly appeared and became one of the sureties on said undertaking by duly signing the same, that thereafter said Charles C. Sperry was duly and solemnly sworn by Jacob A. Mittnacht a then Notary Public of the City and County of New York who had the power to administer said oath as to said Sperry qualification as one of said sureties on said undertaking and he said Sperry swore that he is a free holder within the State of New York and is worth twice the sum specified in the above undertaking over all debts and liabilities which he owes or has incurred and exclusive of property exempt by law from levy and sale under execution.

Deponent further says that he knows said Charles C. Sperry for about three years, that at the time of signing said undertaking and taking said oath by said Sperry.



said Sperry was insolvent and there are a great many debts, liabilities, and judgments against said Sperry which he is unable to pay or respond therefore, and that he is not worth the sum as set forth in said undertaking in good property in said State at the time aforesaid that all of said oath so taken by said Charles C. Sperry was false and untrue, and said Sperry knew the same to be such, and said Sperry, wilfully, falsely, corruptly and designedly committed wilful and corrupt perjury.

That after giving of said undertaking the said plaintiff and his Attorney duly excepted to the same, and thereafter said Charles C. Sperry duly excepted to the same, and thereafter said Charles C. Sperry duly appeared in Court, and was duly sworn to the effect as to his qualification on said undertaking, and was duly and solemnly sworn by John Sedgwick, a judge of said Court, who had the power to administer said oath, and thereafter said Sperry's disposition was duly reduced to writing by the plaintiff as to his qualification, as such surety, all of which

0664

was material to said subject matter, and he (Spoerry) swore, and, also swore, on the 14<sup>th</sup> day of April 1883 before Clifford Boese, then Notary Public, in and for the City and County of New York, who had the power to administer said oath, to wit, that he (Spoerry) owned the property No. 23 Spring Street, I (meaning Spoerry) bought the property, about a year ago, I (meaning Spoerry) paid \$16.000 the property stands in my own name, I (meaning Spoerry) own 4 City lots on Sunwood Ave. near 168<sup>th</sup> Street, West of Centre Ave. No incumbrances on said property. There were several judgments for deficiency on property, Westchester County judgments, that all of said oaths aforesaid so signed and taken by said Spoerry, were false, and untrue, and said Spoerry knew the same to be such, and said Spoerry, wilfully, falsely, corruptly and designedly committed wilful and corrupt perjury by swearing as aforesaid.

Wherefore, deponent prays that a warrant be issued for the arrest of said Charles B. Spoerry for the several charges of perjury aforesaid and that he be dealt with according to the Statute in such case made and provided.

Sworn to before me, this }  
18<sup>th</sup> day of July 1884 }

Thos P Smith

Notary Public

N. Y. C.

Diederich Brettmann



0665

The People of the State  
of New York.

— vs. —

Charles C. Sperry

Affidavit in several  
charges of perjury

0666

General Sessions  
The People's Law Offices of  
Spencer <sup>vs</sup> William H. Mundy

No. 176 Broadway

Take Elevator.

New York, Aug. 4. 1884

Cot. John R. Fellows  
Asst. Dist. Atty.

Dear Sir

Will you please do me  
the favor to hold this matter  
until I can dispose of a motion  
in the Ch. of Common Pleas  
which is on at 10 o'clock.  
This A. M.

Or if agreeable have  
pleas of "Not Guilty" entered, as  
this is the Defendants' plea.

And Oblique

Yours truly

William H. Mundy  
Atty. for def.



0667

James B. Murray, 110 Fulton St. N.Y.  
**Office of the Surrogate,**  
NEW YORK COUNTY COURT HOUSE,

*New York.*

James B. Murray  
Co. Clerk's office  
man who took bond.

Mr. A. Brettman  
~~334~~ 340 E. 33 St  
can identify Sperry

Henry Gescheidt  
33 Park Row.  
has copies of bonds.

0668

Carol A. Nuttall

Notary Public  
Office 177 Broadway New York Aug. 9. 1884.

Miss Catharine K. Mittnacht  
Astoria

Dear Lady

Dear Lady

I hereby demand the return of and  
cancellation of the Deed to the house No 23  
Spring Street New York given to secure your  
father George M. Wittwacht in the matter of an  
arrest of William Zornthier and myself  
Yours faithfully

Yours respectfully

Chas. B. Shorny



(No. 20.)

No. 60.

STATE AND COUNTY OF NEW YORK, }  
SURROGATE'S OFFICE. } ss.

AUSBURN M. DICER

AUSBURN M. BURTSELL, N.  
I. PETER V. BURTSSELL, Clerk to the Surrogate's Court of said  
County, do hereby certify, that I have compared the foregoing copy of  
And Item of Inventory, Inventory as administratrix  
of the goods and effects and credits of Isaac Marquet  
deceased —

with the original record thereof, now remaining in this office, and have found the same to be a correct transcript therefrom, and of the whole of said original record. And it does not appear that said bond

In Testimony Whereof, I have hereunto set my hand, and  
affixed the Seal of the Surrogate's Court, this *9th*  
day of *June* in the year of our Lord  
one thousand eight hundred and eighty *88*

Archibald C. Buchanan

*Clerk to the Surrogate's Court.*

0670

(No. 20.)

Know all Men by these Presents, THAT WE,

*Elizabeth Marguer.*  
*Charles C. Sperry and*  
*Charles Augener*

are held and firmly bound unto the PEOPLE OF THE STATE OF NEW YORK,  
in the sum of *Three hundred*  
dollars, lawful money of the United States of America, to be paid to the said People : to  
which payment well and truly to be made, we bind ourselves, our and each of our heirs,  
executors, and administrators, jointly and severally, firmly by these presents. Sealed with  
our Seals. Dated the *17th* day of *August*  
one thousand eight hundred and eighty *one*

The Condition of this Obligation is such, THAT IF THE ABOVE BOUNDEN

*Elizabeth Marguer*

shall faithfully discharge the trust reposed in *her* as *administratrix*  
of all and singular the goods, chattels and credits of *Jane Marguer*  
late of *The City of New York.*  
deceased, and obey all lawful decrees and orders of the Surrogate's Court of the County  
of New York, touching the administration of the estate committed to *her*  
then this obligation to be void, else to remain in full force and virtue.

Sealed and delivered in presence of

*James C. Murray*

*Elizabeth Marguer* (Seal)  
*Ch. C. Sperry* (Seal)  
*Ch. Augener* (Seal)



0671

STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK, } ss.

of No. 100 West 4th St City of New York, the surety named in the annexed recognizance, being duly sworn, deposes and says that he owns in his own right real estate in the City of New York consisting of Four lots of land and that the same is of the value of not less than Three hundred Dollars, and is subject to no incumbrance ~~except a mortgage~~

~~and that he owns personal estate in the~~  
~~and that its value is not less than~~  
~~that it consists of~~  
~~and that it is subject to no incumbrance~~

and that there are no unsatisfied judgments or executions against him, and that he is under no recognizance

and that he is worth in good property not less than Three hundred Dollars over and above all debts, liabilities, and lawful claims against him, and all liens, incumbrances, and lawful claims upon his property.

Sworn to before me, this 14th day of August 1881,  
James O. Murray Notary Public, New York County.  
Charles C. Sperry Surety.

STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK, } ss.

of No. 107 Livingston City of New York, the surety named in the annexed recognizance, being duly sworn, deposes and says that he owns in his own right real estate in the City of New York consisting of one lot of land

~~and that the same is of the value of not less than~~  
~~and is subject to no incumbrance~~

and that he owns personal estate in the City of New York and that its value is not less than Three hundred Dollars; that it consists of Stock in Trade

and that it is subject to no incumbrance

and that there are no unsatisfied judgments or executions against him, and that he is under no recognizance

and that he is worth in good property not less than Three hundred Dollars over and above all debts, liabilities, and lawful claims against him, and all liens, incumbrances, and lawful claims upon his property.

Sworn to before me, this 14th day of August 1881,  
James O. Murray Notary Public, New York County.  
Charles C. Sperry Surety.

City and County of New York, ss.:

On this 14th day of August 1881 before me came Elizabeth Marquet Charles C. Sperry and Charles Huguenin to me known to be the individuals described in, and who executed the within Bond, and acknowledged that they executed the same.

James O. Murray  
Notary Public  
New York County.

0672

No. 30.

SURROGATE'S COURT,  
COUNTY OF NEW YORK.

IN THE MATTER OF

*Authenticated Copy of  
Order in the matter  
of the Estate  
of Isaac Maynard*

DECEASED.

and



**SHERIFF'S SALE.**—By virtue of a certain writ of execution to me directed and delivered, I will expose to sale at public vendue, at the City Hall, on Thursday, the 21st day of November, 1883, at 10 o'clock, all the right, title and interest of Charles C. Sperry, which he had on the 21st day of January, 1874, and time afterwards, of, in and to a certain lot or lots, situate, lying and being in that part of the City of New York, formerly known as the Town of Morrisania, County of Westchester, bounded as follows: Beginning at a point in the centre of Inwood Avenue and in a line with the southwesterly sides of lots numbers (27) twenty seven and (28) twenty eight as the same are laid down on a map entitled "Map of building lots belonging to Andrew Findley, situated in the Town of Morrisania, County of Westchester, N. Y., dated July 24, 1868, and filed in the office of the Register of the County of Westchester, at White Plains," thence running northwesterly, at right angles to Inwood Avenue by a gore of land belonging to the said Andrew Findley, about fifteen feet to Cromwell's Brook and lands formerly of Charles C. Sperry; thence southerly, along the said brook by lands of the said Sperry until it comes to the range or line of the southwesterly sides of lots Nos. (9) nine and (10) ten on said map; thence southeasterly, along the range of the southwesterly sides of said lots nine and ten to the centre line of said Inwood Avenue, about fifty-five feet; thence northeasterly, along the centre line of Inwood Avenue as the same is laid down on said map, parallel with Central Avenue and distant two hundred and twenty-five feet northwesterly therefrom, two hundred and twenty-five feet to the point or place of beginning; be the area and dimensions more or less. And, also, all that certain gore of land, adjoining the foregoing premises described as follows: Beginning at a point in the centre of Inwood Avenue, and in a line with the southwesterly sides of lots numbers (9) nine and (10) ten, as the same are laid down on the above mentioned map; thence running northwesterly, at right angles to Inwood Avenue, along lands conveyed by Andrew Findley and wife to Charles Heineck, about fifty-five feet to Cromwell's Brook and lands formerly of Charles C. Sperry; thence southerly, along said brook (and by the lands of said Sperry) until it meets the said centre line of Inwood Avenue, as laid down on the said map; thence northeasterly, along the said centre line of Inwood Avenue, parallel to Central Avenue and distant two hundred and twenty-five feet northwesterly therefrom, about (fifty feet to the point or place of beginning; containing all the land within said bounds, more or less, and be the area and dimensions aforesaid more or less.—Dated New York, September 25, 1883.

WILLIAM LONG,  
Deputy.

A. V. DAVIDSON,  
Sheriff.  
226-1aw6wW

reul Baurb  
New York

W. M. W.  
W. M. W.  
L. Sperry.  
Kingle & others

Take Notice: That there is an unrecorded deed of the property described in the Notice of sale hereto attached, made and executed before the Judgment recovered herein against Charles C. Sperry was obtained and before January 21, 1874 and that whosoever purchases the said property at this Sheriff's sale must purchase the same, on said Sperry's interest therein subject to the rights of the Grantor named (the name of the Grantor I cannot at this moment recall

The Sheriff of the City and County of New York and his Deputy, William Long, and all persons else are hereby notified of this fact

Dated New York November 8, 1883

William A. Mundy  
Atty for Charles C. Sperry

Supreme Court  
County of New York

Albion Mann  
vs  
Charles L. Sperry,  
Charles Kingle & others

Take Notice: That there is an unrecorded deed of the property described in the Notice of sale hereto attached, made and executed before the Judgment recovered herein against Charles L. Sperry was obtained and before January 21, 1874 and that whosoever purchases the said property at this Sheriff's sale must purchase the same, on said Sperry's interest therein subject to the rights of the Grantor named (the name of the Grantor I cannot at this moment recall)

The Sheriff of the City and County of New York and his Deputy, William Doug, and all persons else are hereby notified of this fact

Dated New York November 8, 1873

William H. Mundy  
Atty for Charles L. Sperry



0675

for the purpose of this Notice  
176 Broadway  
New York City

To

A. V. Davidson, Sheriff  
William Lang, Deputy  
and others

Supreme Court

Recd. Nov. 8. 1883 New York County

Alban Mann

agst

Charles C. Sperry

<sup>to the Sheriff</sup>  
Notice that Sperry  
does not own  
the Ironwood  
Lots

Lang

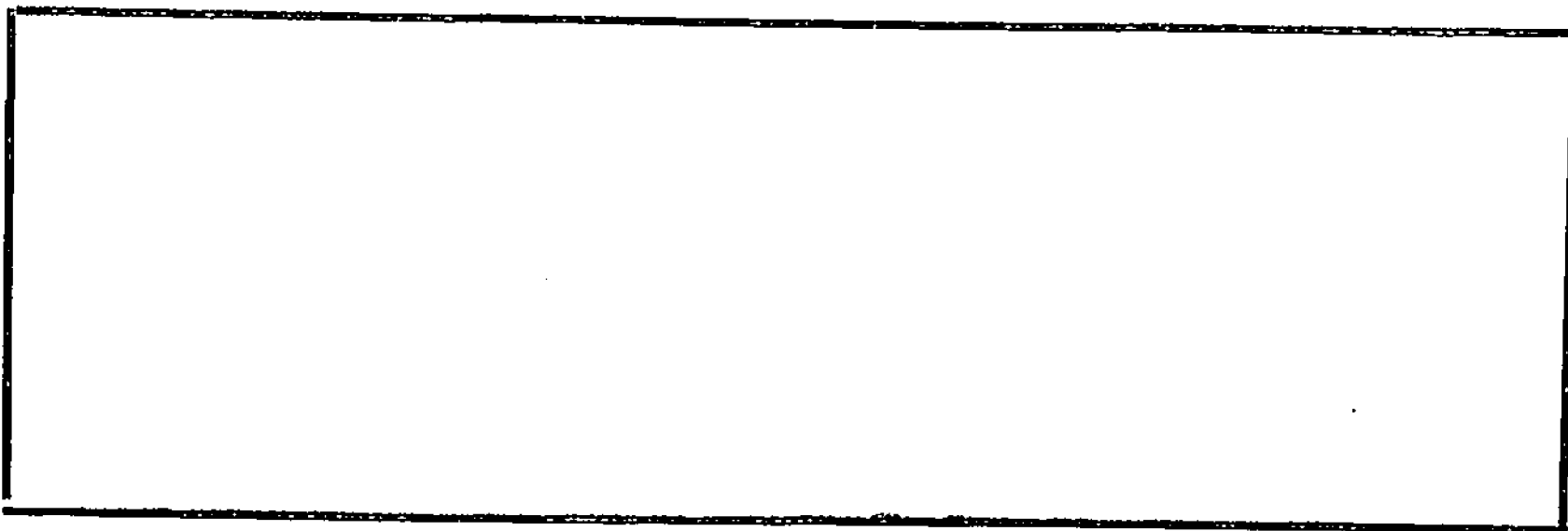
0676

# The Register of the City and County of New York

will please search for Conveyances, Mortgages, and all other instruments of Record in his office, upon or affecting the following described premises, against the following named persons, for the periods set opposite their respective names, and certify the result for

New York, Sept 2 1884

A. M. Gescheidt  
33 Park Row  
New York City



All that lot of land with the buildings thereon erected situate in the Fourteenth ward of the City of New York on the northerly side of Spring Street between Mott and Elizabeth Streets and known as Number 23 Spring Street the said lot of land being the same except as affected by the indenture and agreement hereinafter mentioned known as lot Number 93 see a map on Chart of the lands formerly of Nicholas Bayard made by Francis Marsehall City Surveyor, Bayard East Farm containing 23 feet 9 inches more or less in width in front on Spring Street: 23 feet 3 inches more or less in width in the rear: 119 feet 3 inches more or less in length on the westerly side and 124 feet more or less on the easterly side. The easterly side of said lot running parallel or nearly so with Mott Street at that place at a rectangular distance of 46 feet 6 inches or thereabouts: Easterly from the easterly side of that Street together with all the lands and rights to lands and all the rights easements privileges and advantages granted or released to Thomas W. Rice arising or to arise in his favor or in favor of those claiming under him by order, or by virtue of a certain indenture bearing date May 19, 1859 and made between the said Thomas W. Rice wife of the first part and Henry A. Duigle wife of the second part & recorded in the Registers



0677

office of the City & County of New York July 14, 1859 in Liber  
791 of Conveyances Page 145  
Catherine H. Mittaach January 1, 1883 to August 1, 1883

F 125 Nothing found. Sept. 2, 1884 9 AM.  
(Witness) my hand & official seal

Wm. M. Laughlin  
Deputy Register

Register & Search.

FOR  
H. M. Geschick

AGAINST

Catherine H. Mittaach

WANTED

Indorsed by  
SAMSON, Jr.  
SEARCHER.

6220



# This Indenture,

made the Eighteenth day of

March in the year one thousand eight hundred and ~~forty~~ <sup>Sixty nine</sup> **Between**

Andrew Findlay of the City County and State of New York and  
Jane Ann his wife of the first part and Charles C. Sperry  
now or late of the same place

**Witnesseth,** That the said parties of the first part, for and in consideration of the sum of One Hundred Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part his heirs, executors and administrators, forever released and discharged from the same, by these presents **Have** granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents, **Do** grant, bargain, sell, alien, remise, release, convey and confirm, unto the said party of the second part, and to his heirs and assigns, forever, **All** that certain gore of land situate lying and being in the Town of Morrisania County of Westchester and state aforesaid which is bounded and described as follows to wit Beginning at a point in the center of Inwood Avenue and in a line with the southerly side of lots number nine (9) and ten (10), as the same are laid down on a map entitled map of building lots belonging to Andrew Findlay situated in the Town of Morrisania County of Westchester N.Y. dated Morrisania July 28<sup>th</sup> 1868 and filed in the Office of the Register of the County of Westchester. Thence running Northwesterly at right angles to Inwood Avenue along lands conveyed by the said parties of the first part to Charles Findlay about fifty five feet to Kenneths Brook and lands of the said party of the second part thence southerly along said Brook and by the lands of said party of the second part until it meets the said center line of Inwood Avenue as laid down on the said map thence Northwesterly along the said center line of Inwood Avenue parallel with Central Avenue and distant two hundred and twenty six feet Northwesterly then front about eighty feet to the point or place of beginning. Containing all the land within said bounds more or less and be the area and dimensions aforesaid more or less.

0678



Together with all and singular, the tenements, hereditaments and appurtenances thereto  
belonging or in anywise appertaining, and the reversion and reversions, remainders and remainders,  
rents, issues and profits thereof. And also, all the estate, right, title, interest, claim and

right of dispossession, possession, claim and demand whatsoever, as well in law as in equity, of  
the said parties of the first part, of, in, and to the same, and every part and parcel thereof, with  
the appurtenances. To have and to hold the above granted, bargained and described premises,

with the appurtenances, unto the said party of the second part, his heirs and assigns, to  
his and their own proper use, benefit and behoof, for ever.

And the said Andrew Findlay for himself his  
heirs, executors and administrators, doth revertant grant and agree to and  
with the said party of the second part, his heirs and assigns, that the said Andrew  
Findlay at the time of the sealing and delivery of these presents, is lawfully  
seized in his own right of a good, absolute and indefeasible estate of inheritance,  
in fee simple, of and in all and singular the above granted, bargained and described premises,  
with the appurtenances, and has a good right, full power and lawful authority  
to grant, bargain, sell and convey the same in manner and form aforesaid. And that the said  
party of the second part his heirs and assigns, shall and may at all times hereafter, peaceably  
and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part  
and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or  
disturbance of the said parties of the first part, their heirs or assigns, or of any other person or  
persons, lawfully claiming or to claim the same. And that the same are free, clear, dis-  
charged and unincumbered, of and from all former and other grants, titles, charges, estates, judg-  
ments, taxes, assessments and encumbrances of what nature or kind soever.

And also that the said parties of the first part, and their heirs, and all and every other  
person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest,  
of, in, or to the hereinbefore granted premises, by, from, under or in trust for  
them, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper  
costs and charges in the law, of the said party of the second part, his heirs and assigns,  
make, do and execute, or cause or procure to be made, done and executed, all and every such jus-  
tices and other lawful and reasonable acts, conveyances and assurances in the law, for the better  
and more effectually vesting and confirming the premises hereby intended to be granted, in and  
to the said party of the second part, his heirs and assigns for ever, as by the  
said party of the second part, his heirs or assigns, or their counsel learned in the  
law, shall be reasonably devised, advised or required.

And the said, Andrew Findlay, his heirs, the above  
described and hereby granted and released premises, and every part and parcel thereof, with the



appearances, unto the said party of the second part his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will Warrant and by these presents for ever Defend.

**In Witness whereof**, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in the Presence of

Wm. C. Smith Jr.      Andrew Findlay      CS  
Jane Ann Findlay      CS

Under My Hand, Sealed, at New York, United States Interior Revenue  
50 Courthouse A. D. J. C. S., Mar 19, 1869

State of New York }  
County of New York } ss.

On this Eighth day of March in the year of our Lord one thousand eight hundred and eighty. Sixty, we before me personally came, Andrew Findlay, and Jane Ann his wife.

to me known to be the individuals described in, and who executed the within conveyance, and who severally acknowledged that they executed the same, and that Jane Ann on a separate examination had by me, separate and apart from Andrew, acknowledged that she executed the same freely and without any fear or compulsion of her said husband.

M. M. C. Smith Jr.  
Notary Public City & Co. N. Y.

State of New York }  
County of New York } ss.

I, Charles E. Lee Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County the same being a Court of Record do hereby certify that M. C. Smith Jr. whose name is subscribed to the foregoing of the proof or acknowledgment of the conveyed instrument and



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GLUED PAGE

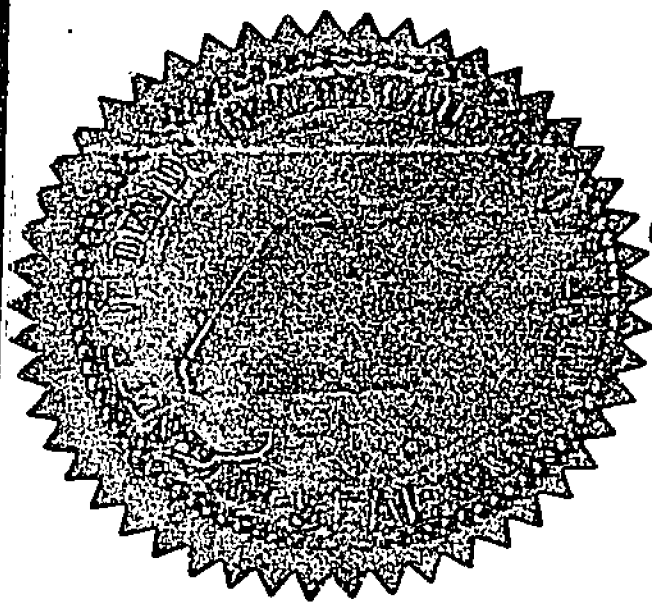
now written as  
Notary Public in,  
said City. and  
And further the  
Notary and we  
or acknowledge  
my hand and  
the

State of New York, } ss.:  
County of Westchester, }

I, **JOSEPH O. MILLER**, Register of Deeds, &c., in and for the County of Westchester  
DO HEREBY CERTIFY, That I have compared the foregoing

copy of

*Deed*



with the original record thereof remaining in my office, and that the same is a true  
transcript therefrom and of the whole of said original, as the same is recorded in  
Liber *706* of *Deeds* page *68* &c.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed  
my official Seal this *8th* day of *Sept* 188 *4*

*Joseph O. Miller* Register.

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GLUED PAGE

now written was at the time of taking such proof or acknowledgment a  
 Notary Public in and for the City and County of New York dwelling in the  
 said City, commissioned and sworn and duly authorized to take the same  
 And further that I am well acquainted with the handwriting of such  
 Notary and verily believe that the signature to the said Certificate of proof  
 or acknowledgment is genuine In Testimony Whereof I have hereunto set  
 my hand and affixed the seal of the said Court and County the 19 day  
 May

(C.S.) Chas E Loew, Clerk

Per Revenue 55 Five cents 55. Certificate Chas E Loew Clerk at New York 19 May 1869

of the Original Deed and acknowledgment thereof with Clerk  
 Recorded March 23<sup>rd</sup> 1869 at 11. a.m.

Stephen J. Marshall. Reg



0683

Deed.

Cont. & copy

Lib. 706 p. 65

Dated. March 18<sup>th</sup> 1889

Charles & George

of

Andrew, Friday & M



Ein Buch

made the 1<sup>st</sup> of October day  
of course in the year one thousand eight hundred and 00. — Between

## Between

Charles C. Sperry of the Territory and State of

Study the body of the first part and Catherine H.

*Littwacht v. de edg. vermy- en State v. New York*

Sandy

of the second part, Wilmington, That the said party <sup>of the first part, for and in consideration of</sup> the sum of Five <sup>thousand</sup> Dollars <sup>lawful</sup> money of the United States, to <sup>be</sup> <sup>received</sup> in hand paid by the said party, of the second part, at or before the creating and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party, of the second part, res- heirs, executors and administrators, forever released and discharged from the same, by these presents, he ex- granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do<sup>e</sup> grant, bargain, sell, alien, remise, release, convey and confirm, unto the said party, of the second part, and to res- heirs and assigns forever, That certain lot of land with the buildings thereon erected situate in the Honolulu Ward of the city of Honolulu in the northerly side of Spinn Street between Blatt and Elizabeth Streets and known as Lot 22 twenty one feet wide Street the said lot of land <sup>is</sup> the same except as hereinafter in the indenture and agreement next hereunto written or in a map or plan of 1835 <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <sup>quarters</sup> <sup>of</sup> <sup>an</sup> <sup>acre</sup> or thereabouts <sup>more or less</sup> <sup>in</sup> <sup>front</sup> <sup>of</sup> <sup>the</sup> <sup>lot</sup> <sup>is</sup> <sup>containing</sup> <sup>one</sup> <sup>acre</sup> <sup>and</sup> <sup>three</sup> <

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof: And also, all the estate, right, title, interest <sup>property, possession</sup> claim and demand whatsoever, as well in law as in equity, of the said part, of, in,



and to the same, and every part and parcel thereof, with the appurtenances: To have and to hold  
the above granted, bargained and described premises, with the appurtenances, unto the said party — of  
the second part *his* heirs and assigns, to *her* and *their* own proper use, benefit and behoof forever.  
Subject to a purchase money mortgage interest and  
taxes due thereon

And the said Charles C. Sperry <sup>for himself and heirs</sup>  
executors and administrators, do hereby covenant, grant and agree to and with the said  
party of the second part, *his* heirs and assigns, that the said *uses* *is* *Sperry*  
at the time of the sealing and delivery of these presents, *lawfully seized in*  
*of a good, absolute and indefeasible estate of inheritance*  
in fee simple, of, and in all and singular the above granted, and described premises, with the appurtenances  
and his good right,  
full power and lawful authority, to grant, bargain, sell and convey the same, in manner, expressed:  
And that the said party of the second part, *his* heirs and assigns, shall and may at all times  
hereafter, peaceably and quietly have, hold, use, enjoy, possess and enjoy the above granted premises, and  
every part and parcel thereof, with the appurtenances, without any let, suit trouble, molestation, eviction, or  
disturbance of the said party of the first part, *his* heirs or assigns, or of any other person or  
persons lawfully claiming or to claim the same: And that the same now are free, clear, discharged and  
unencumbered, of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments  
and encumbrances of what nature or kind soever.

And also, that the said party of the first part, and *his* heirs, and all and every person or persons  
whomsoever, lawfully or equitably deriving any estate, right, title or interest, of, in, or to the herebefore  
granted premises, by, from, under or in trust for *him* them, shall and will, at any time or  
times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said  
party of the second part, *his* heirs and assigns, make, do and execute, or cause to be made, done and  
executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the  
law, for the better and more effectually vesting and confirming the premises hereby granted ~~as intended to~~  
by, in and to the said party of the second part, *his* heirs and assigns forever, as by the said party of  
of the second part, *his* heirs or assigns, or *his* ~~their~~ counsel learned in the law, shall be reasonably advised  
advised or required: And the said Charles C. Sperry *and his*

*heirs*, the above described and hereby granted and released premises, and  
every part and parcel thereof, with the appurtenances, unto the said party of the second part, *his*  
*heirs* and assigns, against the said party of the first part, and *his* heirs, and against all and every  
person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and  
by these presents forever defend.

In Witness whereof, the said party of the first part, *his* heirs and assigns, set his  
hand and seal the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

Jacob A. Hallmark

Charles C. Sperry (S)

0685



0686

Office of the Register of Deeds, &c. } ss.  
City and County of New York.

I have compared the annexed copy with an Instrument  
received in this office, on the 12th day of May  
A. D. 1863 at 1 o'clock 1 min. - M. 12.15  
and certify the same to be a correct Transcript therefrom, and of the  
whole of said Instrument.

In testimony whereof, I have hereto subscribed my name and  
affixed my official seal, this 13th day of June 1863.

John Reilly Register.  
W. McPrady Asst Deputy



0687

State of Connecticut }  
of Old Saybrook } ss.  
County of Old Saybrook

On this Twentieth day of January in the year one thousand  
eight hundred and eighty before me personally came James E. Overly

to me known, and known to me to be the individual described in, and who executed the foregoing  
instrument, and Wm. Ledy acknowledged that he executed the same.

James E. Overly  
Notary Public  
1880

Received of James E. Overly the sum of  
\$100.00 for rent of premises

Witness my hand

0688

Charles E. Sperry.

Samuel H. Hingst

Deed.

Dated January 20 1885







and to the same, and every part and joined thereof, with the appurtenances: To have and to hold the above granted, bargained and described premises, with the appurtenances, unto the said party, — of the second part. his — heirs and assigns, to ~~his~~ <sup>their</sup> own proper use, benefit and behoof forever.

And the said *James* & *I* were  
executors and administrators, do  
part of the second part, *in*  
at the time of the sealing and delivery of these presents,  
of a good, absolute and indisputable estate of inheritance  
in fee simple, of, and in all and singular the above granted and described premises, with the appurtenances  
and have good right.  
And that the said part of the second part,  
hereafter, peaceably and quietly have, hold, use, enjoy, possess and enjoy the above granted premises, and  
every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction, or  
disturbance of the said part of the first part,  
persons lawfully claiming or to claim the same : And that the same now are free, clear, discharged and  
unencumbered, of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments  
and encumbrances of what nature or kind soever.

And also, that the said part<sup>y</sup> of the first part, and his heirs, and all and every person or persons whomsoever, lawfully or equitably deriving any estate, right, title or interest, of, in, or to the hereinbefore granted premises, by, from, under or in trust for ~~him~~ <sup>them</sup>, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the second part, his heirs and assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable acts, conveniences and assurances in the law, for the better and more effectually vesting and confirming the premises hereby granted or so intended to be, in and to the said part<sup>y</sup> of the second part, his heirs and assigns forever, as by the said part<sup>y</sup> of the second part, or his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised or required: And the said Charles B. Overman his

heirs, the above devised, and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said part of the second part, his heirs and assigns, against the said part of the first part, and his heirs, and against all and every person and persons whatsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

In Witness whereof, the said party of the first part haveunto set his hand and seal the day and year ~~first~~ above written.

SEALED AND DELIVERED IN THE PRESENCE OF

James L. ...

Mr. C. H. Reed (S)



0691

Office of the Register of Deeds, &c. } ss.  
City and County of New York.

I have compared the annexed copy with an Instrument  
Recorded in this office, on the 13 day of June  
A. D. 1874 at 1 o'clock min. P. M.  
and certify the same to be a correct Transcript therefrom, and of the  
whole of said Instrument.

In testimony whereof, I have hereunto subscribed my name and  
affixed my official seal, this 14 day of June - 1874.

John Reilly Register.  
per Jas. O'Conley  
Asst Deputy Register

0692

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

On this 15th day of March in the year <sup>four</sup> ~~one~~ thousand  
eight hundred and twenty ~~two~~ before me personally came Chas. J. Swearing

to me known, and known to me to be the individual described in, and who executed the foregoing  
Conveyance  
instrument, and acknowledged that he executed the same.

Notary Public  
for the County of

James J. Swearing  
Notary Public



0693

---

Chas G Sperry

Aug 1861

---

Deed.

---

Dated March 1862

---

Deed on the Inwood  
Lots which shows that  
Sperry did not own  
the same when he  
went on the bonds



# This Indenture

made the Eighth day of

March in the year one thousand eight hundred and eighty-six

Between

Mary McLean wife of Henry McLean of the City & County and  
State of New York and Henry McLean her husband of the first  
part and Charles G. Sperry and or late of the same place

of the second part Witnesseth, That the said parties of the first part, for and in consideration of the sum of Five Hundred Dollars, lawful money of the United States of America to them in hand paid by the said parties of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said parties of the second part his heirs, executors and administrators, forever released and discharged from the same, by these presents Have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents Do grant, bargain, sell, alien, remise, release, convey and confirm, unto the said parties of the second part, and to his heirs and assigns, forever, All that certain strip of land situate lying and being in the Town of Morrisania County of Westchester and state aforesaid which is bounded and described as follows to wit: Beginning at a point in the centre of Oxford Avenue in a line with the southeasterly sides of lots Numbers (27) twenty seven and (28) twenty eight, as the same are laid down on a map entitled map of Building lots belonging to Andrew Findlay situated in the Town of Morrisania County of Westchester N.Y. dated July 28 1868 and filed in the Office of the Register of the County of Westchester at White Plains thence running Northwesterly at right angles to Oxford Avenue a gore of land belonging to the said Andrew Findlay, about fifteen feet to Cromwells Brook and lands of the said party of the second part thence southerly along the said brook to land of the said party of the second part until it comes to the range or line of the southeasterly side of Lot Number one (9) and (10) two on said block thence southeasterly along the range of the southeasterly side of said lot one and on to the centre line of said Oxford Avenue about fifty feet thence Northwesterly along the centre line of Oxford Avenue as the same is laid down on said map parallel with Central Avenue and distant two hundred and twenty five feet Northwesterly thence two hundred and twenty five feet to the point or place of beginning be the area and dimensions more or less

0694



Together with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest, Curtesy

property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances.

To have and to hold the above granted, bargained and described premises, with the appurtenances, unto the said parties of the second part, heirs heirs and assigns, to his, and their own proper use, benefit and behoof, for ever

And the said Mary McLean for herself her heirs, executors and administrators, do hereby warrant, grant and agree to and with the said parties of the second part, heirs heirs and assigns, that the said Mary McLean at the time of the sealing and delivery of these presents, is lawfully seized in her own right of a good, absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted, bargained and described premises, with the appurtenances, and she is good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid. And that the said parties of the second part heirs heirs and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said parties of the first part, heirs heirs or assigns, or of any other person or persons, lawfully claiming or to claim the same. And that the same are now free, clear, discharged and unincumbered, of and from all forms and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature or kind soever

And also that the said parties of the first part, and their heirs, and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest, of, in, or to the hereinbefore granted premises, by, from, under or in trust for them or either of them, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said parties of the second part, heirs heirs and assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable acts, conveniences and assurances in the law, for the better and more effectually vesting and confirming the premises hereby intended to be granted, in and to the said parties of the second part, heirs heirs and assigns for ever, as by the said parties of the second part, heirs heirs or assigns, or their counsel learned in the law, shall be reasonably devised, advised or required.

And the said Mary McLean for herself heirs, the above described and hereby granted and released premises, and every part and parcel thereof, with the

0695



appearances, unto the said part, of the second part his heirs and assigns, against the said part's of the first part, and their heirs, and against all and every person or persons whosoever, lawfully claiming or to claim the same, shall and will Warrant and by these presents for ever Defend.

In Witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in the Presence of

Jno. Crofton

Mary McLean

M. McLean

Two Stamps for twenty five cents each. United States  
Twenty five cts 25.25, Certificate into Revenue March 1869  
M. McLean &c

State of New York  
City and County of New York ss.

On this thirtieth day of March in the year of our Lord one thousand eight hundred and eighty Six, nine before me personally came McLean and Mary his wife

to me known to be the individuals described in, and who executed the within conveyance unto several acknowledged that they executed the same for the use and purposes therein mentioned. And the said Mary McLean in a private examination by me made apart from her husband acknowledged to me that she executed the same without any fear or compulsion on the part of her said husband.

Jno. Crofton Notary Public New York City

State of New York  
City and County of New York ss. } Charles E. Lee Clerk of the  
City and County of New York and also Clerk of the Supreme Court in the said City and County the same being a Court of Record & a Sheriff Certified that Jno. Crofton whom we is subscribed to the Certificate of the first or actual agent of the annexed instrument and thereon written was



0697

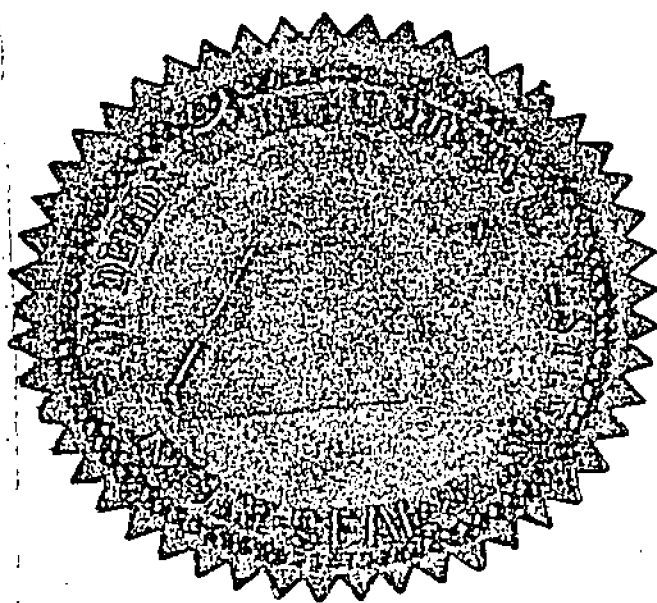
at the time  
in, and for a  
Commissioned  
and further  
Notary, and in  
or acknowledged  
at my hands  
the 19 day of

(One stamp in  
March 19 1882

State of New York, } ss.:  
County of Westchester, }

I, **JOSEPH O. MILLER**, Register of Deeds, &c., in and for the County of Westchester  
DO HEREBY CERTIFY, That I have compared the foregoing

copy of Deed



with the original record thereof remaining in my office, and that the same is a true  
transcript therefrom and of the whole of said original, as the same is recorded in  
Liber 706 of Deeds - page 83 &c.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed  
my official Seal, this 19th day of April 188 2

Joseph O. Miller Register.



0698

GLUED PAGE

at the time of taking such proof or acknowledgment a Notary Public  
 in and for the City and County of New York dwelling in the said City  
 commissioned, and sworn, and duly authorized to take the same  
 And further that I am well acquainted with the handwriting of such  
Notary and verily that the signature to the said certificate of proof  
 or acknowledgment is genuine In Testimony Whereof I have hereunto  
 set my hand and affixed the seal of the said City and County  
 the 19 day of March 1869 ———

(S) Chas E Loew Clerk

One stamp U.S. Order Revenue 55 Five Cents 55. Certificate Charles E Loew Clerk  
March 19 1869 . ———

of the Original Deed and acknowledgment thereof with Clerks  
Recorded March 23 1869 at 11 a.m

Stephen S Marshall. Reg



0699

*Mary McLean & Co.*

— To —

*Charles C. Sperry*

*Dated March 18<sup>th</sup> 1889*

**Deed.**

*Cert. Copy*

*Liber 706 p. 83*

0700

Police Court for the First  
District of the City of New York

The People of the State  
of New York.

= vs =

Charles C. Sperry  
charged with perjury.

The People of the State  
of New York

= vs =

William Zornittein and  
Charles C. Sperry  
charged with perjury

= The People's Facts =

I On the 22<sup>nd</sup> day of March 1883 defendant  
Charles C. Sperry became one of the sureties  
on an undertaking in the Superior Court  
in the case of Newburg vs. Schnab et al  
(See Undertaking).

II On the 14<sup>th</sup> day of April 1883 defendant  
Charles C. Sperry was examined as sure-  
ity on said undertaking and swore  
that he was the owner of House 23 Spring



Street and 4 Lots on Innwood Ave this City, which has been proven false, and he thereby committed perjury (See evidence of Viederich Brettmann; Deed of Spoerry to Mitnashel dated January 20<sup>th</sup> 1883; Deed of Spoerry to Ott dated March 15<sup>th</sup> 1872 and the Notice of Wm H Mundy Atty for Spoerry that he served on the Sheriff of the Co of N. Y. to the effect that Spoerry did not own said Lots.

III On the 22<sup>nd</sup> day of March 1883 when said Spoerry made his oath to said undertaking he was insolvent and did not have any property over all his debts and liabilities which he owes or has incurred, and exclusive of property exempt. (See evidence of Viederich Brettmann; 8 Transcripts of Judgments amounting with interest near \$8,000.<sup>00</sup> all unsatisfied; See return of execution of the Sheriff of N. Y. Co unsatisfied in the case of Man vs Spoerry; See Undertaking of Spoerry and Zornstein in the case of Mundy vs Parret dated Feb 10<sup>th</sup> 1883 showing that it is a liability and upon which he and Zornstein are charged

0702

with perjury; See Bond which Sperry had to give as executor in the estate of John B Schanker in the Surrogates Office as the Surrogate held he was insolvent; See 2 Notes of Sperry and Zornittein dated Feb 12<sup>th</sup> / 1882 amounting \$1.000 with interest that they were unable to pay, all of the aforesaid shows that they committed perjury when they took the oaths to said undertaking.

IV On the 10<sup>th</sup> day of February 1883 defendants Sperry and Zornittein gave an undertaking on an order of arrest in an action of \$100,000.<sup>00</sup> in the case of Wm H Mundy vs. Eliza Parret and she was arrested and held to bail and said action is still pending, and the defendants each swore they were free holders and worth twice \$1,000 over all there debts and liabilities which they own or have incurred, exclusive of property exempt, which the People of the State of New York says is false and they committed perjury.

See evidence of Rudolph Brethmann;

See unpaid Judgments against Sperry;

See unpaid Notes of Sperry and Zornittein;

See Bond that Sperry gave as executor



in the Surrogates Court as he was insolvent and Gornstein became one of the sureties on said bond which is in full force; See return of execution vs Sperry unsatisfied; See deposition of Sperry in the case of Newburg vs Schwab et al wherein he swears that he is on the said bond for ~~Mr~~ H Mundy and it shows that his liability is attached on the Spring Street House and 4 Lots on Inwood Ave and which properties he does not own as appears by the evidence and deed aforesaid; See Bond dated July 5<sup>th</sup> 1883 that Sperry and Gornstein gave in the Surrogates office in the estate of Amalia Richter wherein Sperry swears in his affidavit that he owns the House 23 Spring Street, that there is no unsatisfied judgments against him, all of which is false as appears by the deed and judgments; That he is on a bond of \$1,000 in an action in the N.Y. Supreme Court which is the bond in question and it shows that the same attaches on the Spring Street house which he did not own; That the defendant

0704

Zornitlin swears in his affidavit on said bond that he was half owner of House and Lot 1329 First Ave N.Y. and worth \$5.500 and that he is on several bonds amounting about \$4.000 and one bond is for \$1.000 in an action in the N.Y. Supreme Court which is the bond in question and it shows that the same attaches on said half house; See deed of Bram to Zornitlin dated Sept 23<sup>rd</sup> 1881 consideration \$1.00 and other consideration; See agreement dated Sept 23<sup>rd</sup> 1881 of Zornitlin to said Bram which shows that he holds said half only as a trustee and if he sells the same all the money that will arise therefrom shall go to her, and that he holds said half house as surety for going bail for her in Newark N.Y. The Court of Appeals have held in the case of Bertles vs Nunan 92 N.Y. Page 162 in a similar grant as Zornitlin's that Zornitlin did not receive any title to said half house, and Zornitlin's name is referred to therein.

I respectfully submit  
the foregoing facts and ask



0705

that the defendant Sperry be held for three separate charges of perjury to wit: On the bond in the case of Newburg vs - Schwab et al; deposition of Sperry in the case of Newburg vs - Schwab et al; And on the bond in the case of Mundy vs - Parret; And that the defendant Gornstein be held on the charge of perjury on the bond in the case of Mundy vs - Parret, and that you now certify that the defendant Gornstein failed to appear on part of the examination after being admitted to bail.

W. H. Gornstein  
Atty for the People under  
appointment from  
the District Atty  
33 Park Row N.Y.

500

Hon Patrick G. Duffy  
Justice

GLUED PAGE

0706

against

STATE OF NEW YORK,

COUNTY OF

ss.:

being duly sworn, deposes and says: That he is of the  
age of years and upwards; that on the day of 18 at

he served the annexed

on

the

herein, by

that he knew the person so served to be

and described in said

as the

the person mentioned

herein.

Sworn to before me, this  
day of 18

First Dis-  
trict of  
State of  
ACT  
POLICE COURT.

Exhibit in the case  
of Charles B. Sperry

Due and correct service of cap. of the

within admitted this

day of 189

Attorney for



0707

Names of Parties against whom Judgments have been obtained

Names of Parties in whose favor Judgments have been drawn.

Sperry Charles C

Danford A Barney.

Damages and Costs.

Time of Filing.

Attorney's Name.

When Satisfied.

\$ 468 25

December 17<sup>th</sup> 1896

at

9 o'clock and 5 min.

A. M.

Wm C Church

CLERK'S OFFICE NEW YORK COUNTY,

NEW YORK,

August 27<sup>th</sup> 1884

I, PATRICK KEENAN, Clerk of the County of New York, do hereby certify that the foregoing is a correct transcript from the Docket of Judgments kept in my Office, of a Judgment rendered in the Supreme Court of the State of New York, for said County.

JRK

Patrick Keenan

CLERK.

0708

Supreme Court, New York.

Danford E. Barney

against

Charles L. Sperry

Transcript of Judgment.

William E. Church  
Plaintiffs Atty.

Filed

188



0709

Names of Parties against whom Judgments have been obtained

Names of Parties in whose favor Judgments have been drawn.

Sperry Charles C

Frederick Jacobi

Damages and Costs.

Time of Filing.

Attorney's Name.

When Satisfied.

\$228 62

November 26<sup>th</sup> 1886

at

6 o'clock and 11 min.

P. M.

Sirsch &amp; W

Newcombe

3

CLERK'S OFFICE NEW YORK COUNTY,

NEW YORK,

August 27<sup>th</sup> 1884

I, PATRICK KEENAN, Clerk of the County of New York, do hereby certify that the foregoing is a correct transcript from the Docket of Judgments kept in my Office, of a Judgment rendered in the Supreme Court of the State of New York, for said County.

J. K.

Patrick Keenan  
CLERK.

0710

Supreme Court, New York.

*Frederick Jacobi*

against

*Charles L. Horry*

Transcript of Judgment.

*Wm. A. Hewcomb*  
*Plaintiffs Attys*

Filed

188



IN WHOSE FAVOR.

AGAINST WHOM.

The Pelletreau-Raynor  
Chromo-Enthography Binding  
and Printing Company.

Spaerry Charles Co.

| Where Perfected.          | When Perfected.                  | H. M. | Transcript Filed.                | H. M. | AMOUNT. |                   | Attorney.    | When Satisfied. |
|---------------------------|----------------------------------|-------|----------------------------------|-------|---------|-------------------|--------------|-----------------|
|                           |                                  |       |                                  |       | Debt.   | Damages and Costs |              |                 |
| New York<br>Morse<br>Bank | 1874<br>April<br>9 <sup>th</sup> | 3.30  | 1874<br>April<br>9 <sup>th</sup> | 3.35  | —       | \$ 141.27         | J. S. Fulham |                 |

COUNTY CLERK'S OFFICE, } ss.  
CITY AND COUNTY OF NEW YORK

I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true and correct extract from the Docket of Judgments kept in my Office.

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this 27<sup>th</sup> day of August 1884  
Patrick Keenan CLERK.

COUNTY CLERK'S OFFICE,

NEW YORK.

Photo Lithography and Engraving  
Printing Company  
agst.

Charles L. Shorrey

Transcript of Judgment.

V. S. F. F. F.

Plaintiff at large

1891

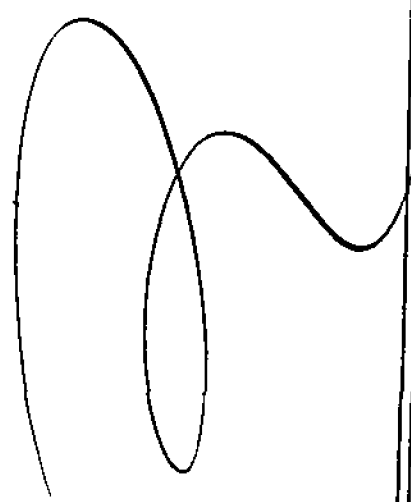
0712



AGAINST WHOM.

IN WHOSE FAVOR.

*Sperry Charles L* *Dickens B Friebec*

| Where Perfected.    | When Perfected.                  | H. M.       | Transcript Filed.                | H. M.       | AMOUNT.<br>Debt. | Damages and Costs | Attorney.             | When Satisfied.  |
|---------------------|----------------------------------|-------------|----------------------------------|-------------|------------------|-------------------|-----------------------|--|
| <i>New York</i>     | <i>1873</i>                      |             | <i>1873</i>                      |             |                  |                   |                       |  |
| <i>Marine Court</i> | <i>June 27<sup>th</sup> 1873</i> | <i>2.45</i> | <i>June 27<sup>th</sup> 1873</i> | <i>2.47</i> |                  |                   | <i>J. P. Garrison</i> |  |

COUNTY CLERK'S OFFICE, }  
CITY AND COUNTY OF NEW YORK } ss.  
I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true and correct extract from the Docket of Judgments kept in my Office.

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this *27<sup>th</sup>*  
day of *August* 188*4*  
*P. Keenan* CLERK.

0713

COUNTY CLERK'S OFFICE,  
NEW YORK.

Rubio B. Guere

agst.

Charles G. Sperry

Transcript of Judgment.

James H. Marvin  
Plaintiff's attorney

James H. Marvin

0714



0715

AGAINST WHOM.

IN WHOSE FAVOR.

Shoery Charles b  
and  
Fungie Charles

Edwin Mann

| Where Perfected.      | When Perfected.     | H. M. | Transcript Filed.   | H. M. | AMOUNT.<br>Debt. Damages and Costs        | Attorney.  | When Satisfied. |
|-----------------------|---------------------|-------|---------------------|-------|---|------------|-----------------|
| Supreme<br>Western Co | 1874<br>Jan 20 9.30 |       | 1874<br>Jan 21 3.40 |       | Deputy<br>12130.81<br>Justice Jan 9. 1874 | G W Hughes |                 |

COUNTY CLERK'S OFFICE,  
CITY AND COUNTY OF NEW YORK

I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true and correct extract from the Docket of Judgments kept in my Office.

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this  
day of June 1884  
Patrick Keenan  
CLERK.

0716

AGAINST WHOM.

IN WHOSE FAVOR.

Sperry Charles E.      Adrian St Muller  
and  
Adrian St Muller Jr.

| Where Perfected.           | When Perfected.                | H. M. | Transcript Filed.              | H. M. | Debt. | AMOUNT.<br>Damages and Costs | Attorney.                    | When Satisfied. |
|----------------------------|--------------------------------|-------|--------------------------------|-------|-------|------------------------------|------------------------------|-----------------|
| New York<br>Superior Court | 1874<br>March 24 <sup>th</sup> | 11.15 | 1874<br>April 17 <sup>th</sup> | 11.15 | —     | \$134.32                     | Wheat<br>Foster &<br>Waprest | 2               |

COUNTY CLERK'S OFFICE,  
CITY AND COUNTY OF NEW YORK

I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true and correct extract from the Docket of Judgments kept in my Office.

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this 24<sup>th</sup> day of August 1884

Patrick Keenan CLERK.



8  
Graves

COUNTY CLERK'S OFFICE,  
NEW YORK.

Adrian H. Muller  
vs Adrian H. Muller  
agd.

Charles L. Cherry  
Transcript of Judgment.

Weeks, Foster & O'Leary  
Plaintiffs attorneys

Feb 17, 1874

0717

AGAINST WHOM.

IN WHOSE FAVOR.

Sperry Charles & Co  
Schwartz Henry

Andrew Blom

| Where Perfected. | When Perfected.     | H. M. | Transcript Filed.   | H. M. | AMOUNT.<br>Debt. Damages and Costs | Attorney.      | When Satisfied. |
|------------------|---------------------|-------|---------------------|-------|------------------------------------|----------------|-----------------|
| New York         | 1871                |       | 1871                |       |                                    |                |                 |
| 1001 New York    | Jan 6 <sup>th</sup> | 14.50 | Jan 6 <sup>th</sup> | 1.17  | \$ 123.37                          | Geo. O. Miller |                 |
| 1001 New York    | Jan 6 <sup>th</sup> | 14.50 | Jan 6 <sup>th</sup> | 1.17  |                                    |                |                 |

COUNTY CLERK'S OFFICE,  
CITY AND COUNTY OF NEW YORK }

and correct extract from the Docket of Judgments kept in my Office.

I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this

day of August 1884

Pat. Keenan

Pat. Keenan  
CLERK.



COUNTY CLERK'S OFFICE,  
NEW YORK.

Andrew Blohm

ago  
Charles L. Sherry and  
Harry Schenck

Transcript of Judgment.

Isa A. Miller  
Plaintiff's attorney

Jan 26. 1871

0719

0720

MARINE COURT.—Record Execution against Property.

W. Reid Gould, Law Blank Publisher and Stationer, 168 Nassau St., N. Y.

# The People of the State of New York,

To the Sheriff of the City and County of New York, GREETING :

Whereas, Judgment was rendered on the 20<sup>th</sup> day of January one thousand eight hundred and Eighty four in an action in the Supreme COURT of the City of New York, between Albon Mann Plaintiff

and Charles C. Sperry, Charles Kienzle, Frederick Jacobi, Karlus Klain, Sanford M. Barney and Sigismund Becker Defendants  
in favor of said plaintiff against the said defendant for the sum of Two thousand One Hundred

- red of thirty 700 Dollars and 00 Cents, as appears to us by the Judgment Roll, filed in the office of the Clerk of the County of Westchester said Court. And Whereas the said Judgment was docketed in your County, on the 21<sup>st</sup> day of January in the year one thousand eight hundred and Eighty four and leaves issue who Execution has been due granted and the sum of Two thousand one hundred and seventy five cents with interest from January 9 1884 from its recovery, is now actually due thereon; Therefore we Command you, that you satisfy the said

Judgment out of the personal property of the said judgment debtor within your County: or if sufficient personal property cannot be found, then out of the real property in your County, belonging to such judgment debtor at the time when the said Judgment was so docketed in your County, or at any time thereafter, in whose hands soever the same may be, and return this execution, within sixty days after its receipt by you, to the Clerk of the Marine Court of the City of New York.

Witness, Hon. Charles Donohue one of the Justices of said Court Chief Justice  
of said Court, at the City Hall, at the City of New York, the Reynolds day of  
September one thousand eight hundred and Eighty three

Geo. W. Wingate Plaintiff's Attorney  
20 Nassau St New York City



0721

Recd Sept 7, 1883  
3.46 P. M.  
Recd N.Y. Nov 22, 1883 \$440 <sup>75</sup>/<sub>100</sub>  
on the within execution  
Wingate & Allen  
Plffs attys

Made on the within execu-  
tion the sum of \$440 <sup>75</sup>/<sub>100</sub> Dollars  
and I certify that I could find no  
other property in my County other  
personal or real belonging to the  
within defendants out of which  
I could cause to be made  
Wm Long  
Deputy

A. V. Davidson  
Sheriff

State of New York  
County of Westchester

I James F. D. Crane Clerk of  
said County and also Clerk of the Court and  
Supreme Court in and for said County do hereby certify that I  
have compared the preceding with the orig-  
inal execution on file in my office and  
that the same is a correct transcript  
therefrom and of the whole of each and every  
indorsed Filed Nov 22, 1883

In testimony whereof I have  
hereunto subscribed my name  
and affixed my official seal  
this 19 day of September 1884  
Jas F. D. Crane  
Clerk



Supreme Court  
County of New York  
New York Marine Court.

Albion Mann

against

Charles L. Sherry

EXECUTION against PROPERTY

Sheriff of the City & County of New York

Levy and Collect \$ 21 30 <sup>81</sup>/<sub>100</sub> the  
whole amount of the within Judgment, with In-  
terest from its recovery <sup>with your fees</sup>  
and poundage.

George W. Wingate  
Plaintiff's Attorney  
20 Nassau St. N.Y. City

Long

DEFENDANT'S ADDRESS.

Filed Nov. 22, 1883.

0722

Names of Parties against whom Judgments have been obtained.

Names of Parties in whose favor Judgments have been drawn.

Sperry Charles C

Charles Klaer

Damages and Costs.

Time of Filing.

Attorney's Name.

When Satisfied.

\$1607 00

December 13<sup>th</sup> 1886

at

1 o'clock and 55 min.

P. M.

Hirsch &  
Newcombe

CLERK'S OFFICE NEW YORK COUNTY,

NEW YORK, August 27<sup>th</sup> 1884

I, PATRICK KEENAN, Clerk of the County of New York, do hereby certify that the foregoing is a correct transcript from the Docket of Judgments kept in my Office, of a Judgment rendered in the Supreme Court of the State of New York, for said County.

J. K.

Patrick Keenan CLERK.



0723

Supreme Court, New York.

Charles Chen

against

Charles L. Sherry

Transcript of Judgment.

Frank E. Newcomb  
Plaintiffs Attys

Filed

188

1880-9, 1867

0724

## District Attorney's Office.

No conviction could be had in this matter  
as the facts sworn to and charged as being  
false were not sworn to before proper  
officer i.e. not a judge. (M.D.)

Re ~~PEOPLE~~  
vs.  
Charles L. Sperry.

Perjury

People v. Travis  
& Parker's C.R. 214.

3 Bureau 2409, 1752.

75 Ohio Laws 736.

Rev. St. §§ 5601, 5613, § 118.

1 S & C. § 73.

State v. Jackson 36 Ohio St.  
281.

Laws requires judge  
& administrator oath.  
Notary cannot &  
no perjury



0725

Superior Court of the City of New York

*Kewburg*

against

*Schubert vs*

Clerk's Office,

Superior Court of the City of New York.

I, THOMAS BOESE, Clerk of the SUPERIOR COURT of the City of  
New York, having compared the annexed  
*Undertaking on Appeal*

in the above entitled action, with the original on file in this Office, do certify  
that the same is a correct transcript - therefrom, and of the whole of  
said original

In Witness Whereof, I have hereunto subscribed my name,  
and affixed the Seal of the Superior Court of the  
City of New York, this 22 day of  
*July* A. D. 1874  
*Thomas Boese* Clerk.

GLUED PAGE

0726

UPPER  
OF THE CITY

Superior Court of the City of New York Code of Civil Procedure, Secs. 1326 and 1327.

Marcus Newburg  
against Respdt

Joseph Schwab  
& other  
Appelts

Undertaking on Appeal from a Judgment  
directing the payment of money.

Whereas, on the Twenty-second day of December, 1882 in the  
Superior Court of the City of New York  
against Marcus Newburg the respondent recovered a judgment  
against Joseph Schwab and John H. Anderregg  
the appellant for Six hundred and three 202/100 dollars  
damages and costs

And the appellant feeling aggrieved thereby, intends to appeal therefrom to The General  
Term of said Superior Court

Now, therefore, we Philip Meyer residing at  
No. 70.8 Broadway Street, in the City of New York  
and Charles C. Sperry residing at No. 7 Sixth Avenue  
Street, in New York City do jointly and severally, pursuant to the Statute  
in such case made and provided, undertake, that the appellant will pay all costs and damages which  
may be awarded against the appellant on said appeal, not exceeding five hundred dollars, and do also  
undertake, that if the judgment so appealed from, or any part thereof, is affirmed, or the appeal is dis-  
missed, the appellant will pay the sum directed to be paid by the judgment, or the part thereof as to  
which judgment shall be affirmed.

Dated N.Y. March 22 1883 Philip Meyer  
Charles C. Sperry

City and County of New York SS.

Philip Meyer one of the Sureties to the foregoing undertaking, being  
sworn, says, that he is a resident and house holder within the State of New York, and  
is worth twice the sum specified in the above undertaking, over all the debts and liabilities which he owes  
or has incurred, and exclusive of property exempt by law from levy and sale under an execution.

Sworn to before me, this 22nd  
day of March 1883 } Philip Meyer

Jacob A. Mithnach  
Notary Public N.Y.C.

City and County of New York SS.

Charles C. Sperry one of the Sureties to the foregoing undertaking, being  
sworn, says, that he is a resident, and free holder within the State of New York, and  
is worth twice the sum specified in the above undertaking, over all the debts and liabilities which he owes  
or has incurred, and exclusive of property exempt by law from levy and sale under an execution.

Sworn to before me, this 22nd  
day of March 1883 } Charles C. Sperry

Jacob A. Mithnach  
Notary Public N.Y.C.

City and County of New York SS.

I Certify, that on this 22nd day of March 1883 before me  
appeared the above named Philip Meyer and Charles C. Sperry  
both to me personally known and

known to me, and to me known to be the individuals described in and who executed the above under-  
taking, and severally acknowledged that they executed the same.

Jacob A. Mithnach  
Notary Public  
N.Y.C.



N.Y. Superior Court

Marcus Newburg

Respect

ag't

Joseph Schwal-  
& other

Apples

Underlying on Appeal from Judgment,  
and stay of proceedings.

Christopher Price

Att'y for Appellants

4 Warrant St

N.Y. City

The within Undertaking  
is approved as to form and  
the sufficiency of the sureties  
N.Y. March 22 1883

N.Y. March 22 1883

Filed March 27. 1883

Filed March 27. 1883

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District Attorney's Office.

PEOPLE

vs.

Chas. C. Sperry  
Perjury

John Sparks



0729

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Charles C. Sperry

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

Charles C. Sperry

of the CRIME OF *Obtaining a Signature to a written instrument by means of false pretenses* committed as follows:

~~The said~~

~~late of the City and County of New York, On the nineteenth day of November~~  
in the year of our Lord one thousand eight hundred and eighty

~~the City and County aforesaid, with force and arms~~ one Eliza Parrot was

the owner in fee simple, and was duly seized of certain lands and tenements, situate and being in the Fifth Ward of the City of Newark in the County of Essex in the State of New Jersey, to wit: a lot of land situate and being on the northerly side of Jackson Street, beginning three hundred and fifty four feet and six inches from the corner of said Jackson Street and the northerly side of Downing Street in said City of Newark, thence running northerly along said Jackson Street twenty five feet to the corner of lot number thirty as laid down on a map of the property belonging to Levy Dayton and Ira M. Harrison, in the Fifth Ward of said City of Newark, and recorded in Book A, 13 of Deeds for said Essex County, on pages 602, thence along the Southerly line of lot number thirty, belonging to the Newark and New York Rail Road, northerly sixty feet more or less to the rear line of lot fronting on Adams Street, thence southwesterly

along the rear line of said lot fronting on Adams Street, twenty nine feet and one and one-half inches more or less to the line of lot number twenty eight conveyed to one William Ward, thence along the line of lot number twenty southerly sixty three feet and four inches more or less to the said Jackson Street, and place of beginning: being designated and known on said map as lot number twenty nine, and being the same premises conveyed to Daniel Barrell by Richard A. Price and wife by deed dated October 14th 1872, and recorded in Book 516 of Deeds, pages 153, 154 and 155 in the Office of the Register of said County of Essex, and subsequently conveyed to the said Eliza Poret by John D. Harrison, Sheriff of the County of Essex by deed dated December 11th 1877 and recorded in Book M. 19 of Deeds, pages 593, 594, 595 and 596 in the Office of the said Register of said County of Essex, the said lot being of great value, to wit: of the value of three thousand three hundred dollars.

And the said Charles C. Sperry late of the City of New York, in the County of New York aforesaid, on the day and in the year aforesaid, at the City and County aforesaid with force and arms, with intent feloniously to cheat and defraud the said Eliza Poret, did then and there feloniously, unlawfully, knowingly, and designedly, falsely pretend and represent to the said Eliza Poret:

That he was desirous of purchasing the lot of land hereinbefore mentioned from her the said Eliza Poret and that certain stock of

known called the European Medicine



certain corporation called the European Medicine Company which she then and there offered to her as the consideration for the purchase of the said stock was a valuable security and that each share of said stock was then of the value of twenty dollars or more; that the said European Medicine Company had a capital of ten thousand dollars of which more than seven thousand dollars had been paid up, and that the said Company was doing a large and lucrative business, and that the stock of said Company was then and there a good and paying investment and that the said Company had made its arrangements to increase its business to insure a dividend of at least ten per cent on its capital; that the said Company was perfectly solvent then and there, and was the owner of large amounts of property.

And she said Elizabeth Foster then and there believing the said false pretences and representations as made as aforesaid by the said Charles C. Sperry, and being deceived thereby

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was induced, by reason of the false  
pretences and representations so made  
as aforesaid, to sign and being so in-  
duced as aforesaid did then and  
there put her signature to a certain  
written instrument of the kind  
commonly called a Warranty Deed  
which said Warranty Deed is in the  
words and figures in substance and  
to the effect following, that is to  
say:

This Indenture, made the nine-  
teenth day of November, in the year  
of our Lord, One Thousand Eight Hun-  
dred and Eighty, Between Eliza Forest  
of the City of New York in the County  
of New York and State of New York, of  
the first part, And Charles S. Perry  
of the same place, party of the second  
part, Witnesseth:

That the said party of the first  
part, for and in consideration of the  
just and full sum of Three thousand  
and three hundred Dollars, (\$3300.)  
lawful money of the United States  
of America, to me in hand well  
and truly paid by the said party



of the second part, at or before the reading and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part therein fully satisfied, contented and paid, hath given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents doth give, grant, bargain, sell, alien, release, enfeoff, convey and confirm to the said party of the second part, and to his heirs and assigns forever,

All the following described tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Newark in the County of Essex and State of New Jersey,

Beginning on the Northerly side of Jackson Street, at the distance of Northerly of three hundred and fifty four feet (354) and six inches (6") from the corner formed by the intersection of the said Jackson Street with the northerly side of Downing Street, thence running northerly along Jackson Street, twenty

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Five feet, (25') to the corner of lot  
 number thirty (30) as laid down  
 on a map of the property belonging  
 to Levy Dayton and Ira M. Harrison  
 in the Fifth ward of the City of  
 Newark, and recorded in Book A 13  
 of Deeds for Essex County on pages  
 602, thence along the Southerly  
 line of lot no. 30 belonging to  
 The Newark and New York Rail  
 Road, Northerly sixty feet (60) more  
 or less to the rear line of lot front-  
 ing on Adams Street, thence south-  
 westerly, along the rear line of said  
 lot fronting on Adams Street  
 twenty five feet (25') and one and  
 one half inches more or less to the  
 line of lot No. 28. conveyed to one  
 William Ward, thence along the  
 line of lot No. 28, southerly sixty  
 feet (60) and four inches (4) more or  
 less to the said Jackson Street and  
 place of Beginning. Being designated  
 and known on said map as lot  
 No. 29 and being the same premises  
 conveyed to Daniel Favel by Deed  
 and A Price and wife by deed dated



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October 14<sup>th</sup> 1872 and recorded in Book  
§ 16. of Deeds, pages 153, 154 & 155 in the  
Office of the Register of the County  
of Essex and subsequently conveyed  
to the party of the first part by  
John O. Harrison, Sheriff of the  
County of Essex by deed dated December  
11<sup>th</sup> 1877, and recorded in Book 7719  
of Deeds, pages 593, 594, 595 & 596 in the  
Office of Register of the County of  
Essex.

Together with all and singular the  
houses, buildings, trees, ways, waters  
profits, privileges and advantages,  
with the appurtenances to the same  
belonging or in anywise appertaining:

Also, all the estate, right, title,  
interest, property, claim, and demand  
whatsoever, of the said party of  
the first part, of, in and to the same,  
and of, in and to every part and  
parcel thereof.

✓ To have and to hold, all and  
singular the above described land  
and premises, with the appurtenances  
unto the said party of the second  
part, his heirs and assigns, to the  
only proper use, benefit and behoof

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of the said party of the second part, his heirs and assigns forever; and the said Eliza Fowet, doth for herself her heirs, executors and administrators covenant and grant, to and with the said party of the second part, his heirs and assigns, that he the said Charles C. Sperry shall be the true lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivering of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, ~~hereby made~~ ~~conveyed~~ ~~to be made~~ for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever.

And also, that the said party



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and lucrative business, and the stock of said Company was not then and there a good and paying investment; and the said Company had not made its arrangements to increase its business to insure a dividend of at least ten per cent on its capital: and whereas in truth and in fact the said Company was not perfectly solvent then and there and was not then and there owner of large amounts of property, but was entirely insolvent and did not own any property of any value whatever

And Whereas, in truth and in fact, the pretences and representations so made as aforesaid, by the said Charles C. Sperry to the said Eliza Corbet was and were in all respects utterly false and untrue, to wit, on the day and year last aforesaid, at the Ward, City, and County aforesaid.

And Whereas, in fact and in truth the said Charles C. Sperry well knew the said pretences and representations so by him made as aforesaid to the said Eliza Corbet to be utterly false and untrue at the time of making the same.

And so the Grand Jury aforesaid, do say, that the said Charles C. Sperry by means of the false pretences and representations aforesaid, on the day and year last aforesaid, at the Ward, City and County aforesaid, feloniously, unlawfully, falsely, knowingly and designedly, did receive and obtain from the said Eliza C. Corbet her signature to the written instrument hereinbefore set forth with intent feloniously to cheat and defraud the said Eliza Corbet thereby

~~of the proper moneys, valuable things, goods, chattels, personal property, and effects of the said~~

~~with intent feloniously to cheat and defraud~~ ~~of the same~~, 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.

JOHN McKEON, District Attorney.

Bail \$2000.

W.D.Y.

Dec: 19, 1882.

Bartholomew  
Amelia F. Ruden  
194 Pleasant St.

371. Dec. 19/82

56 23-  
Filed 18 day of Dec, 1882

Pleads Not Guilty (19) 1028

THE PEOPLE

vs.

R

Charles C. Sherry

For same by Court  
Dec 15/82

JOHN McKEON,

District Attorney.

A True Bill.

Foreman.  
Sherry

To Jury, 27/10/82

To Jury, 25/82

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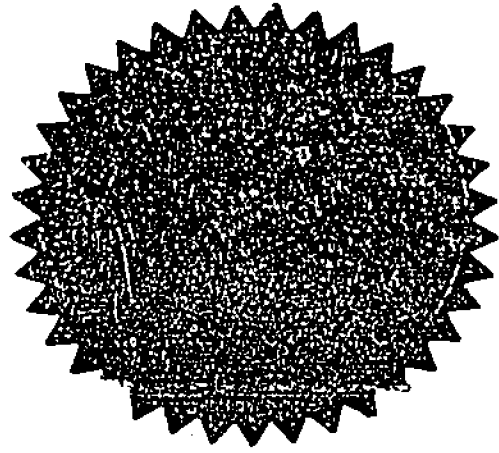
Know all men by these presents THAT WE

No. 60.

STATE AND COUNTY OF NEW YORK, }  
SURROGATE'S OFFICE. } ss.

AUSBURN M. DICKINSON,  
I. PETER V. BURTSSELL,

Clerk to the Surrogate's Court of said County, do hereby certify, that I have compared the <sup>annexed</sup> ~~foregoing~~ copy of the Bond in the matter of the Administration of the goods, chattels and credits of Amalia Richter, deceased with the original record thereof, now remaining in this office, and have found the same to be a correct transcript therefrom, and of the whole of said original record.



In Testimony Whereof, I have hereunto set my hand, and affixed the Seal of the Surrogate's Court, this 3<sup>rd</sup> day of September in the year of our Lord one thousand eight hundred and eighty four

*Ausburn M. Dickinson*

Clerk to the Surrogate's Court.

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Know all men by these presents. THAT WE,  
William Richter  
William Jortlein and  
Charles C. Sperry -

are held and firmly bound unto the PEOPLE OF THE STATE OF NEW YORK,  
in the sum of *One hundred and fifty (\$150)*  
dollars, lawful money of the United States of America, to be paid to the said people;  
to which payment well and truly to be made, we bind ourselves, our and each of our  
heirs, executors and administrators, jointly and severally, firmly by these presents.  
Sealed with our Seals. Dated the *Fifth* day of *July*  
one thousand eight hundred and eighty *three*

The Condition of this Obligation is such, THAT IF THE ABOVE BOUNDEN

William Richter

shall faithfully execute the trust reposed in *him* as administrator  
of all and singular the goods, chattels and credits of *Amalia Richter*  
late of *the City of New York*  
deceased, and obey all lawful decrees and orders of the Surrogate's Court of the County  
of New York, touching the administration of the estate committed to *him*  
then this obligation to be void, else to remain

in full force and virtue.

Sealed and delivered in presence of

Geo. E. Best.

Wm Richter (L.S.)

Wm Jortlein (L.S.)

Ch. C. Sperry (L.S.)

I know the within-named sureties to be responsible parties,  
and believe them to be worth at least \$ *130* each  
in good property. *Hille Geheide*  
*attys, 37 Park Row*  
*N.Y.*



City and County of New York, ss:

On this Eight day of July, 1883, before me came  
William Fischer, William Gornstein and Charles C. Sperry  
to me known to be the individuals described in and who executed the within bond, and acknowledged that  
they executed the same.

Wm. E. Beal

Notary Public, New York County.

and that there are no unsatisfied judgments or executions against him, and that he is under no recognizance nor is he upon any bond, undertaking or written obligation whatever. except the under-  
taking on N. Y. Supreme Court \$1,000. - one bond  
in Greene County over & de minimis Court \$670  
and one bond on file in the office for \$100.  
Dollars, over and above all debts, liabilities and lawful claims against him, and all liens, incumbrances and  
lawful claims upon his property.

Signed to before me, this 5th day }  
1888 } J. C. Beck  
of freely ass. C. Beck  
Notary Public, New York County.

STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK,  
ss. I, the undersigned, Clerk of the said City and County, do hereby certify that the within and foregoing is a true and correct copy of the original thereof as the same appears from the records of the said City and County.

and that there are no unsatisfied judgments or executions against him, and that he is under no recognizance, nor is he upon any bond, undertaking or written obligation whatever. except to the one bond in file on this office amounting to \$500. - the bond in Essex County. Over's term-court. \$500 and one undertaking on N. Y. Supreme Court \$1000. One hundred and fifty Dollars over and above all debts, liabilities and lawful claims against him, and all liens, incumbrances and lawful claims upon his property.

Sworn to before me this 25th day }  
 of July 1883 }  
 Geo. E. Beek  
 Notary Public, New York County.

John J. Southern  
 Sincerely,  
 Geo. E. Beek

STATE OF NEW YORK.  
CITY AND COUNTY OF NEW YORK.  
ss. *Wm. J. East, Clerk of said City.*  
I, the undersigned, Clerk of the City and County of New York, do hereby certify that the within and foregoing is a true and correct copy of the original thereof as the same appears from the records of said City and County.

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No. 30.

SURROGATE'S COURT,  
COUNTY OF NEW YORK.

IN THE MATTER OF

*the goods, chattels  
and credits of*

*Anna Richter*

DECEASED.

*(certified copy of Bond)*

*See 3 for 202-*



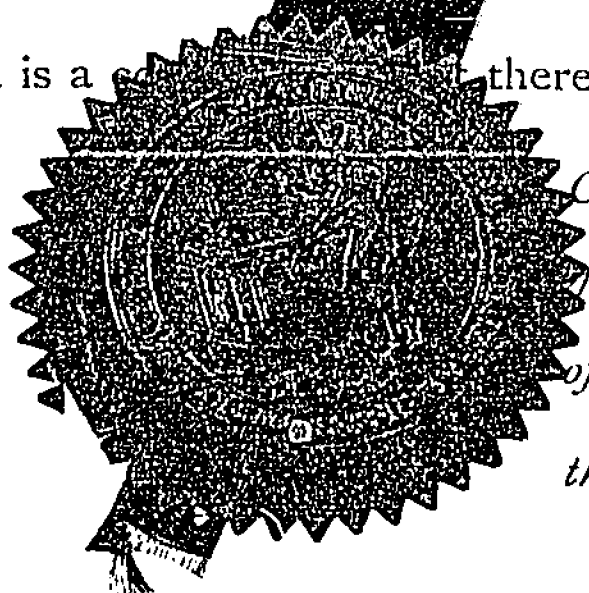
POOR QUALITY  
ORIGINALS

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I, JOHN SPARKS, Clerk of the Court of General Sessions of the Peace, and  
of the Court of Oyer and Terminer and for the City and County of New York, each  
being a Court of Record and having a Common Seal, do hereby certify that the annexed is  
a copy of

*Indictment*

now on file in the Clerk's Office and that the same has been compared by me with the  
original, and is a correct copy thereof and of the whole of such original



GIVEN UNDER my hand and attested by the seal  
of the said Court this *twenty second* day  
of *December* in the year of our Lord one  
thousand eight hundred and eighty *two* —

*[Signature]*

0744

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Charles C. Sperry

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

Charles C. Sperry

of the CRIME OF Obtaining a signature to a written instrument by means of false pretences — committed as follows:

The said

late of the City and County of New York, on the nineteenth day of November in the year of our Lord one thousand eight hundred and eighty. — , at the City and County aforesaid, with force and arms

one Eliza Porret, was the owner in fee simple, and was duly seized of certain lands and tenements situated and being in the Fifth Ward of the City of Newark in the County of Essex in the State of New Jersey to wit, a lot of land situated and being on the northeasterly side of Jackson street, beginning three hundred and fifty four feet and six inches from the corner of said Jackson street, and the northeasterly side of Downing street in said City of Newark, thence running northeasterly along said Jackson street, twenty five feet to the corner of lot number thirty as laid down on a map of the property belonging to Levy Dayton and Mrs. M. Harrison in the Fifth Ward of said City of New York, and recorded in Book A 13 of deeds for said Essex County on pages 602, thence along the southeasterly line of lot number thirty belonging to the Newark and New York Rail Road, northeasterly sixty feet, more or less to the rear line of lot fronting on Adams street, thence southwesterly



along the rear line of said lot fronting on Adams Street  
 twenty five feet and one and one half inches more or  
 less to the line of lot number twenty eight conveyed  
 to one William Ward, thence along the line of lot number  
 twenty, southerly sixty three feet and four inches more  
 or less to the said Jackson street, and place of beginning  
 being designated and known on said map as lot  
 number twenty nine, and being the same premises  
 conveyed to Daniel Parrel by Richard A Price and  
 wife by deed dated October 14<sup>th</sup> 1872, and recorded in  
 Book S 16 of deeds pages 153, 154 and 155 in the  
 office of the Register of said County of Essex, and  
 subsequently conveyed to the said Eliza Porret by  
 John O Harrison, Sheriff of the County of Essex, by  
 deed dated December 11<sup>th</sup> 1877 and recorded in Book  
 M 19 of Deeds, pages 593, 594, 595 and 596 in the  
 office of the said Register of said County of Essex,  
 the said lot being of great value, to wit, of the value  
 of three thousand three hundred dollars.

And the said Charles C. Grover late of  
 the City of New York in the County of New York afore-  
 said, on the day and in the year aforesaid, at the  
 City and County aforesaid, with force and arms  
 with intent feloniously to cheat and defraud the said  
 Eliza Porret, did then and there feloniously, unlawfully  
 knowingly and designedly, falsely pretend and  
 represent to the said Eliza Porret

That he was desirous of purchasing the  
 lot of land hereinbefore mentioned from her the  
 said Eliza Porret and that certain stock of a  
 certain corporation called the European Medical  
 Company which he then and there offered to her  
 as the consideration for the purchase of the said lot

was a valuable security and that each share of said stock was then of the value of twenty dollars or more; that the said European Medical Company had a capital of ten thousand dollars of which more than seven thousand dollars had been paid up; and that the said Company was doing a large <sup>successful</sup> business, and that the stock of said Company was then and there a good and paying instrument and that the said Company had made its arrangements to increase its business to insure a dividend of at least ten per cent on its capital; that the said Company was financially solvent then and there, and was the owner of large amounts of property -

And the said Eliza Porret then and there believing the said false pretences and representations so made as aforesaid by the said Charles C. Sperry, and being deceived thereby was induced by reason of the false pretences and representations so made as aforesaid, to sign and hereto so induced as aforesaid did then and there put her signature to a certain written instrument of the kind commonly called a Warranty Deed, which said Warranty Deed, is in the words and figures in substance and to the effect following, that is to say,

This Indenture, made the nineteenth day of November in the year of our Lord, one thousand eight hundred and eighty-between Eliza Porret of the City of New York, in the County of New York and State of New York



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of the first part, and Charles C. Spooner  
 of the same place, party of the second part.  
 Witnesseth - That the said party of the first  
 part for and in consideration of the just and  
 full sum of Three thousand and three  
 hundred dollars (\$3300), lawful money of  
 the United States of America, to me in hand  
 well and truly paid by the said party of  
 the second part, at or before the sealing and  
 delivery of these presents, the receipt whereof  
 is hereby acknowledged, and the said party  
 of the first part thereunto fully satisfied,  
 contracted and paid, hath given, granted,  
 bargained, sold, aliened, released, conveyed,  
 conveyed and confirmed, and by these  
 presents doth give, grant, bargain, sell,  
 alien, release, convey, convey and confirm  
 to the said party of the second part, and to  
 his heirs and assigns forever, All the  
 following described tract or parcel of land  
 and premises hereinafter particularly described  
 situate, lying and being in the City of New  
 York, in the County of Essex and State of  
 New York - Beginning on the northerly side  
 of Jackson street, at the distance of northerly  
 of three hundred and fifty four feet (354)  
 and six inches (6) from the corner formed  
 by the intersection of the said Jackson street  
 with the northerly side of Downing street  
 thence beginning northerly along Jackson  
 street, twenty five (25) feet to the corner of lot  
 number thirty (30) as laid down on a

man of the property, belonging to Leop. Dayton  
 and Geo. H. Harrison in the fifth ward of  
 the City of Newark, and recorded in Book  
 4 13 of Deeds for Essex County on pages  
 602 thence along the southeasterly line of lot  
 No. 30 belonging to the Newark and New York  
 Rail Road, to the southeasterly sixty feet (60) more  
 or less to the rear line of lot fronting on  
 Adams street, thence southeasterly along  
 the rear line of said lot fronting on Adams  
 street, twenty-five feet (25) and one and one  
 half inches more or less to the line of lot  
 No. 28 conveyed to one William M. Ald, thence  
 along the line of lot No. 28, southeasterly sixty  
 three feet (63) and four inches (4) more or  
 less to the said Jackson street and place  
 of beginning being designated and known  
 on said map as lot No. 29 and being the  
 same premises conveyed to Daniel Farrell  
 by Richard A. Price and wife by deed  
 dated October 14 1872 and recorded in Book  
 5 16 of Deeds, pages 153, 154 & 155 in the  
 office of the Register of the County of Essex  
 and subsequently conveyed to the party of  
 the first part by John D. Harrison Sheriff  
 of the County of Essex by deed dated December  
 11<sup>th</sup> 1877 and recorded in Book 11 19 of deeds  
 pages 593, 594, 595 & 596 in the office of  
 Register of the County of Essex, together  
 with all and singular the houses building,  
 trees, ways, waters, profits, privileges and  
 advantages, with the appurtenances to the  
 same belonging or in anywise appertaining



also all the estate, right, title, interest  
property, claim and demand whatsoever  
of the said party of the first part of in and  
to the same, and of and in and to every  
part and parcel thereof -

To have and to hold, all and singular  
the above described land and premises  
with the appurtenances unto the said party  
of the second part his heirs and assigns  
to the only proper benefit use and behoof  
of the said party of the second part, his  
heirs and assigns forever, and the said  
Eliza Parrot doth for herself her heirs,  
executors and administrators covenant and  
grant to and with the said party of the  
second part his heirs and assigns, that  
he the said Charles C. Spencer shall be  
the true lawful and right owner of all  
and singular the above described land  
and premises, and of every part and  
parcel thereof with the appurtenances thereto  
belonging and that the said land and  
premises or any part thereof at the time of  
the sealing and delivery of these presents  
are not encumbered by any mortgage  
judgment or limitation, or by any encum-  
brance whatsoever by which the title  
of the said party of the second part hereby  
made or intended to be made for the above  
described land and premises can or may  
be changed, changed altered or defeated  
in any way whatsoever -

+ And also that the said party of the first part, now has good right, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid.

And also that said Eliza Porret, will warrant, secure and forever defend the said land and premises unto the said Charles C. Sperry his heirs and assigns forever against the lawful claims and demands of all and every person or persons, freely and ~~cheerfully~~ clearly freed and discharged of and from all manner of encumbrances whatsoever.

In witness whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed sealed and delivered, Eliza Porret (tr s)  
in the presence of - Geo R. Laques.

And the said Eliza Porret, then and there being so induced as aforesaid, did deliver the said written instrument with her signature thereto to the said Charles C. Sperry, and the said Charles C. Sperry did then and there feloniously and designedly receive and obtain from the said Eliza Porret, her signature, to the written instrument aforesaid, by means of the false pretences and representations aforesaid, and with intent feloniously to cheat and defraud the said Eliza Porret thereby.



Whereas in truth and in fact the said Charles C. Sperry was not desirous of purchasing the lot of land hereinbefore mentioned from but the said Eliza Priel, in good faith, and said stock of said Corporation called the European Medicine Company which he then and there offered to her as a consideration for the purchase of said lot was not a valuable security and each share of said stock was not then of the value of twenty dollars or more, And whereas in truth and in fact the said European Medicine Company did not have a capital of ten thousand dollars and more than seven thousand dollars thereof had not been paid up, and the said Company was not doing a large and lucrative business, and the stock of said Company was not then and there a good and valuable instrument and the said Company had not made its arrangements to increase its business to insure a dividend of at least four percent on its capital, and whereas in truth and in fact the said Company was not perfectly solvent then and there, and was not then and there the owner of large amounts of property but was entirely insolvent and did not own any property of any value whatever -

And whereas, in truth and in fact, the pretences and representations so made as aforesaid by the said Charles C. Sperry to the said Eliza Parrot, was and were in all respects, utterly false and untrue to wit, on the day and year last aforesaid at the Ward, City and County aforesaid.

And whereas, in fact and in truth the said Charles C. Sperry well knew the said pretences and representations so by him made as aforesaid to the said Eliza Parrot - to be utterly false and untrue at the time or making the same,

And so the Grand Jurors aforesaid do say that the said Charles C. Sperry by means of the false pretences and representations aforesaid, on the day and year last aforesaid at the Ward, City and County aforesaid, feloniously, unlawfully, falsely, knowingly and designedly did receive and obtain from the said Eliza C. Parrot her signature to the written instrument hereinbefore set forth with intent feloniously to cheat and defraud the said Eliza Parrot thereby - 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.

John M. Keon  
District Attorney



0753

Bail, 1880  
Dec 19/82

Wanted by  
Judge G. J. H. H. H.  
194. H. H. H. H. H.

W. G. J. H. H. H.

Copy

(11)

Day of Trial,  
Counsel, *N. M. G. G. G. G.*  
Filed *18* day of *Dec* 188*2*  
Pleads *Not Guilty*

THE PEOPLE  
vs.  
*Charles G. G. G. G.*

JOHN McKEON,  
District Attorney.

A True Bill.

*J. H. H. H. H.*  
Foreman

0754

Sec. 192.

District Police Court.

Undertaking to appear during the Examination

CITY AND COUNTY }  
OF NEW YORK, } ss.

An information having been laid before John J. Gorman a Police Justice  
of the City of New York, charging William J. Gorntheim Defendant with  
the offence of Burglary

and he having been brought before said Justice for an examination of said charge, and it having been made to  
appear to the satisfaction of said Justice that said examination should be adjourned to some other day, and the hear-  
ing thereof having been adjourned.

We, William J. Gorntheim Defendant of No. 212  
Sixth Street; by occupation a Saloon Keeper  
and Anna J. Loerch of No. 734 6th  
Street, by occupation a Real estate Surety, hereby jointly and severally undertake that  
the above named William J. Gorntheim Defendant  
shall personally appear before the said Justice at the 4 District Police Court in the City of New York,  
during the said examination, or that we will pay to the People of the State of New York, the sum of \_\_\_\_\_  
Hundred Dollars.

Taken and acknowledged before me, this 24  
day of August 1888

John J. Gorman POLICE JUSTICE

William J. Gorntheim

Anna J. Loerch



0755

CITY AND COUNTY } ss,  
OF NEW YORK, }

Police Justice.

day of

Sworn to before me, this

188

the within named Bail and Surety being duly sworn, says, that he is a resident and holder within the said County and State, and is worth thirty Hundred Dollars exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities, and that his property consists of House & Lot No 19

Second Street of the value of  
five thousand dollars

Anna G. E. Loeper

District Police Court.

THE PEOPLE, & c.,

ON THE COMPLAINT OF

vs,

Undertaking to appear during  
the Examination.

Taken the

day of

188

Justice,

0756

DISTRICT ATTORNEY'S OFFICE,

New York,

Aug 28, 1888

People  
vs  
C. L. Sperry  
et al

Hon John J. German  
Justice &c.

Dear Sir:

Mr. H. W.

Gescheidt is the legal adviser  
of the Complainant in the case above  
named. - The nature of the offence  
is perjury. -

Would be obliged if you would  
recognize Mr Gescheidt as  
Counsel for prosecution. -

Yours Truly

Wm. H. H. H. H.

Asst Dist Attorney



0757

N.Y. Superior Court.

No 4

Maury Newburg.  
Respect.  
Joseph Schwabrois  
Appell.

Examination of Charles C. Sperry a  
surety on appels undertaking on appeal  
in this action -

Charles C. Sperry being duly sworn  
in open Court by Hon John Sedgwick, De-  
poses and says - I am one of the sureties  
on the undertaking on appeal herein.  
(Undertaking on appeal shown returns -  
marked filed March 22. 1883.) The  
name Charles C. Sperry means under-  
taking is my signature signed by  
me. I own the property No 23 Spring  
St - The house is 23 7 x 119 3 x 124 -  
brick - The front house is 2 story basement.  
Frame and brick extension - The rear  
building is a 5 story brick basement.  
I bought the property about a year  
ago from Williston - I paid \$16000 -  
the property stands in my own  
name. There is a mortgage of  
\$14000 - on the building - 1000 has  
to be paid May 1st 83. - I am Secy  
of the European Medicine Co No 7.6<sup>th</sup>

0758

an unincorporated stock Co. - I am one  
of the stock holders - I own 11 City  
lots in Inwood Ave near 168<sup>th</sup> St.  
west of Central Ave. The Ave is  
not cut or graded - no incumbrance  
on that property - I bought this property  
between 69 & 72 - I own stock in the  
European Medicine Co. I own \$700 -  
face value of shares. This stock is  
not in the market. The capital of the  
Co is \$10,000 and something like \$7,500  
is paid up. I do not do any business  
now. we had a fire about a year  
ago. And the Company is litigating  
about the insurance. The stock  
is not salable now. I have a  
bank account at the Bowery National  
Bank. There were <sup>several</sup> judgments for damages  
on property against me about 10 years  
ago. I satisfied some of them & some  
still remain unsatisfied. I cannot  
tell how much they are - Westchester  
County judgments. I am on a bond  
to secure a surety on a bond <sup>to bail</sup> for  
appearance <sup>from Bowling</sup> in New Jersey. I am the  
president of the European Medicine Co  
are at present under arrest in  
Newark on a charge of arson, resulting



0759

from the fire of the European Med-  
icine Co. We are each held in \$2500  
bail on that charge - I was arrested  
+ on the second of March 1883. I am  
on an undertaking <sup>for</sup> William H.  
Murphy in an action for false im-  
prisonment in which Murphy is  
plaintiff. I consider the costs in  
imprisonment worth between \$500 & \$600 -  
The law is not cut through. I may  
owe about \$60 & \$100 <sup>taxes</sup> on these costs. I  
believe the taxes on Spring St property  
for last year have not been paid -  
I have spent between \$3000 & \$4000 -  
on the Spring St house - The mortgage  
on Spring St house is a purchase money  
mortgage. I was offered \$28000 - last  
year by a broker named Gibson &  
Gibson - I don't know his address. He  
wanted me to hold the house for him  
a month under stipulation that he  
should have the refusal of it. <sup>to \$30,000</sup> I think  
that property is worth \$28000 - I have not  
bought any additional houses on the  
property since I bought it. I know the  
news of real estate.  
I soon to refuse me April 14, 1883.  
Tipton House  
(196) (Calany Public Corp. U.)

0760

It is stipulated that the within examination  
be sworn to before a Notary Public -  
Dated April 14. 1883.

Chas. H. Pollock  
Atty at Law  
Christopher Friel  
Deputy

Superior Court  
Newbury }  
} Schenck }

Examination of  
Charles C. Perry  
sworn to on  
appeal.

Subscribed & sworn to  
at Newbury  
April 14. 1883

Almon Mason  
Notary Public  
66



0761

4<sup>th</sup> District Police Court  
of the City of New York

The People of the  
State of New York

vs

Charles C. Sperry

City and County of New York s.s.  
Niederich Brettmann of Number 340  
East 33<sup>rd</sup> Street in the City and County of  
New York being duly sworn says on informa-  
tion and belief that one Marcus Newbarn brought  
an action in the Supreme Court of the City  
of New York against Joseph Schavab and  
John H. Alderaya which action was duly  
tried and a judgment entered in favor  
of the plaintiff for the sum of \$603.02 and  
thereafter on or about the 22<sup>nd</sup> day of March  
1883 said defendant duly appealed to the  
General Term of said Court and duly gave a  
bond on undertaking on said day, which was  
duly approved by one of the judges of said Court  
and duly filed with the clerk of said Court  
and a copy thereof duly served on plaintiff  
or his attorney all of which was material to

2. Done to Henry  
on respondent  
the Petitioner  
achieve Henry

perfect said appeal, to the effect that the  
sureties would pay all costs and damages  
which may be awarded against the appellants  
not exceeding Five Hundred Dollars and do  
also undertake that if the judgment  
so appealed from or any part thereof is  
affirmed or the appeal is dismissed, the  
appellants will pay the sum directed to be paid  
by the judgment, that on said day one Charles  
C. Sperry duly appeared and became one of  
the sureties on said undertaking by duly sign-  
ing the same, that thereafter said Charles  
C. Sperry was duly and solemnly sworn by  
Jacob A. Mittaach, a then Notary Public of the  
City and County of New York who had the  
power to administer said oath as to said  
Sperry's qualifications as one of said sureties  
on said undertaking and he said Sperry swore  
that he is a freeholder within the State of  
New York and is worth twice the sum speci-  
fied in the above undertaking, over all debts  
and liabilities which he owes or has incurred  
and exclusive of property exempt by law  
from levy and sale under execution.  
Deponent further says



that he knows said Charles O. Sperry for about three years, that at the time of signing said undertaking and taking said oath by said Sperry said Sperry was insolvent and there are a great many debts, liabilities and unsatisfied judgments against said Sperry which he is unable to pay or respond therefore, and that he is not worth the sum as set forth in said undertaking in good prosperity in said State at the time aforesaid that all of said oath so taken by said Sperry was false and untrue and said Sperry knowingly, wilfully, falsely, corruptly and designedly committed wilful and corrupt perjury by taking said oath as aforesaid

That after giving said undertaking the said Plaintiff and his attorney duly excepted to the same, and thereafter said Charles O. Sperry duly appeared in Court and was duly sworn to the effects as to his qualification on said undertaking and was duly and solemnly sworn by Hon. John Sedgwick a judge of said Court who had the power to administer said oath and thereafter said Sperry's deposition was duly reduced to writing by the Plaintiff as to his qualification as such, and all of which was material to said subject matter and he —

(Sherry) swore, and also swore on the 14<sup>th</sup> day of April 1883 before Clifford Bovee a then Notary Public in and for the City and County of New York who had the honor to administer said oath that he (Sherry) owned the property No. 23 Spring St.

- I (meaning Sherry) bought the property about a year ago - I (meaning Sherry) paid \$16,000. for the property, it stands in my own name I (meaning Sherry) own 4 City lots on Inwood Avenue near 168<sup>th</sup> Street West of Borden Avenue No incumbrances on that property. There were several judgments for deficiency on property Westchester County Judgments.

That all aforesaid oaths aforesaid so signed and taken by said Sherry were false and untrue as he Sherry did not own said house No. 23 Spring Street and said Sherry knew the same to be such and said Sherry knowingly, wilfully, falsely, corruptly and designedly committed wilful and corrupt perjury by swearing as aforesaid

Wherefore deponent prays that a warrant be issued for the arrest of said Charles C. Sherry for the several charges of perjury aforesaid and that he be dealt with accord

ing to the Statute in such cases made and provided

Sworn before me

this 26 day of August 1884

J. H. Worman

Police Justice

Diederich Brettmann



4th District Police Court  
of the City of New York

The People of the  
State of New York

vs.

Charles C. Sherry

Affidavit on charge  
of perjury

0766

4<sup>th</sup> District Police Court  
of the City of New York

The People of the State  
of New York

vs  
William Garretts  
And Charles C. Sperry

City and County of New York s.s.  
Diederich Brettmann of Number  
340 East 33<sup>rd</sup> Street in the City and County  
of New York being duly sworn says on informa-  
tion and belief that on or about the 10<sup>th</sup> day  
of February 1883 one William H. Mundy brought  
an action in the New York Supreme Court in  
Kings County against one Eliza Porock for  
~~unlawful~~ malicious prosecution and false arrest for  
the sum of \$100,000.00; that said Mundy  
applied for an order of arrest in said action  
and he gave an undertaking dated February  
10, 1883 which was duly approved by Hon. Charles  
F. Brown a Justice of the Supreme Court of the  
State of New York on or about said day and  
on giving said undertaking said order of  
arrest was granted by said Justice and defend



0767

and duly arrested thereon and held and gave bail in said action in the sum of \$10,000. and said undertaking was necessary and material to procure said arrest and said Court had jurisdiction over the subject matter of said action and that on said day one William Garntlein and Charles C. Sperry duly offered and signed said undertaking in the sum of One Thousand Dollars to indemnify the said defendant for all damages she may sustain by reason of the arrest in said action: that on said day said William Garntlein and Charles C. Sperry were each duly and solemnly sworn by one John L. Shirley a then Notary Public in and for the City and County of New York who had the power to administer said oaths, as to each of their qualifications as sureties on said undertaking, and said Sperry and Garntlein each swore before said Notary that they were each freeholders within the State of New York and were each worth twice the sum specified in the above undertaking overall their debts and liabilities which they owed or have incurred and exclusion of property exempt by law from levy

that above  
 signatures of the witnesses  
 at the time of execution

and sale under execution

Deponent further says that he knows said Charles C. Sperry and William Garnett over five years that at the time of signing said undertaking, and taking said oaths, said Sperry had judgments against him unsatisfied which he was and now is unable to pay and said Sperry and Garnett were insolvent and there are a great many debts and liabilities against them which they are unable to pay or respond therefore, and they are not worth over twice the amount set forth in said undertaking as they swore in good property in said State at the time aforesaid: that all of said oaths so taken by said Charles C. Sperry and William Garnett were false and untrue and said Garnett and Sperry knew the same to be such, and said Sperry and Garnett thereby knowingly, wilfully, falsely, corruptly and designedly committed wilful and corrupt perjury by swearing as aforesaid

Wherefore deponent prays that a warrant be issued for the arrest of said Charles C. Sperry and William Garnett for the charge of perjury aforesaid, and they be dealt



with according to the statute in such cases  
made and provided  
worn before me  
this 26 day of August 1884 } Friedrich Brethmann  
Police Justice

0770

TORN PAGE

Sec. 151.

Police Court 4 District.

CITY AND COUNTY } ss. *In the name of the People of the State of New York; To the Sheriff of the County*  
 OF NEW YORK, } *of New York, or to any Marshal or Policeman of the City of New York, GREETING:*

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police  
 Justices for the City of New York, by William Brothman  
 of No. 340 East 33rd Street, that on the 22 day of March  
 1888 at the City of New York, in the County of New York,

Charles C. Sperry and William Brothman  
did knowingly, willfully, falsely & corruptly  
commit Perjury, they and each of them swearing  
before John S. Shurley a Notary Public duly authorized  
to administer the oath, to the fact that they were owners  
of certain property, which statement so made  
by them is false and untrue.

Wherefore, the said Complainant has prayed that the said Defendant may be apprehended and bound to  
 answer the said complaint.

These are Therefore, in the name of the PEOPLE of the State of New York, to command you the said  
 Sheriff, Marshals and Policemen, and each and every of you, to apprehend the said Defendant and bring them  
 forthwith before me, at the 4 DISTRICT POLICE COURT, in the said City, or in case of my absence  
 or inability to act, before the nearest or most accessible Police Justice in this City, to answer the said charge, and to  
 be dealt with according to law.

Dated at the City of New York, this 26 day of August 1888

John S. Shurley POLICE JUSTICE.



0771

Police Court ..... District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

vs.

Warrant-General.

Dated ..... 188

Magistrate

Officer.

The Defendant Charles O. Perry  
taken, and brought before the Magistrate, to answer  
the within charge, pursuant to the command con-  
tained in this Warrant.

age 52. Swiss. Res 177. B. Way  
William Long Officer.

Dated August 27 1884

This Warrant may be executed on Sunday or at  
night.

Police Justice.

William Jounthein  
age 32 Germ Res 212-G St

Dated

188

having been brought before me under this Warrant, is committed for examination to the  
WARDEN and KEEPER of the City Prison of the City of New York.

The within named

Police Justice

0772

## The People

Chas C Sperry  
 William Gontter John L. Shirley of 222 East  
 112 Third age 36. Codirector at  
 Lacon being a very poor man  
 Counsel for the people offering  
 Evidence of fraudulently made of  
 arrest and neglecting  
 of order of arrest of the Supreme  
 Court in the case of W. H. Murray  
 against Eliza Port and ask to have  
 them marked 1 and 2 for the people.  
 I am a Notary Public of the  
 City and County of N.Y. I was a  
 Notary on the 10 day of February 1863  
 The paper shown me marked No 2  
 and the signature to that paper  
 as Notary Public is mine. I administered  
 the oath to William Gontter and  
 Charles C Sperry two of the persons  
 that signed the ~~the~~ paper name No 2  
 I know Charles C Sperry (nowhere)  
 and he is one of the persons  
 that I administered the oath.  
 I have been a Notary Public for 8 years  
 and during that time I have  
 administered a good many oaths to people  
 I can not swear positively that I  
 remember administering the oath to  
 Mr Gontter. I have a form in which  
 I administer oath.



0773

(4)

2 state in what form you admitted  
the oath

Counsel give the defendant a oath  
objects

Sworn before me this

John L. Hurley

3<sup>rd</sup> day of September 1884

P. G. Gaffey  
Police Justice

0774

The People  
Chas E Sperry Rejoinder

Clifford Bras age 28<sup>th</sup> 1822  
East 23 Spring Ave. New York  
that he is the best Clerk of the  
Superior Court of the City of New York  
I have the judgement roll of Newburg  
+ Schenectady and others from the Superior  
Court. And it is offered in Evidence <sup>that</sup>  
the notice of appeal is here offered <sup>in</sup>  
behalf of the people. Also an  
undertaking of appeal now shown  
to<sup>3</sup>. I am a Notary Public for  
the city of New York. I was a  
Notary Public on the 14<sup>th</sup> day  
of April, 1883. ~~on the 14<sup>th</sup>~~  
~~day of April~~ I identify my  
signature to the paper shown  
me by Counsel which appears  
dated on the 14<sup>th</sup> April. I don't  
<sup>know and my appearance</sup> remember the circumstances  
to swearing to the paper I hold  
but I will <sup>that the person who signed as Sperry</sup> swear  
that I swore to the papers by  
myself.

Counsel offers in Evidence the  
deposition of Mr Sperry one of  
the Undertaking as Cante  
Counsel ~~offers~~ for the purpose  
objects objection with answer



0775

I cannot identify Mr Perry  
 (nowhere) as the person that  
 swore to the ~~last~~ deposition  
 beaded Exhibit No 4.  
 En I will swear positively that the  
 person <sup>who</sup> signed the deposition  
 made Exhibit 4 I administer the  
 oath. I do not remember of  
 asking in this particular  
 instance whether the party  
 that signed the paper had  
 signed but I swear I did.  
 I do not remember that I  
 administered the oath to Mr  
 Perry. I don't remember any  
 thing in this particular instance.  
 And I don't remember the words  
 used in administering the oath.  
 I administer the oath as purports  
 as the deposition No 4 shows.  
 I never neglect to swear any  
 body to a paper when I put  
 my name to it. I don't remember  
 the words I used but I know  
 in substance.  
 I state the oath in substance that you  
 administer on that occasion  
 objected by the Council for the Defense  
 Exceptions.

Clifford B. Rose

RK  
 sworn to  
 this 23rd day of Dec 1934  
 P. H. [illegible]  
 [illegible]

0776

5  
Dietrich Pittman of 340 E 38<sup>th</sup>  
being asked how many years he is  
29 years as Milkman  
I never represented myself as  
an attorney at Law or proctor  
in the Surrogate's Court. I do not  
know if I ever signed my name  
as a proctor in the Surrogate's Court  
of the City of N.Y.

2  
a If you did so signed your  
name it was false was it not  
I decline to answer on the ground that  
the answer might tend to criminate  
or disgrace.

I own to the Complaint against Mr  
Speary. Someone told me to do it  
I done it for the Benefit of the  
Community. I was a Clerk in  
the office of Mr Gescheit at one  
time about one year. I was  
Subpoena before the Grand Jury  
in a Case against Mr Speary  
similar to this Mr Gescheit did  
not tell me to go before the Grand  
Jury. Mr Gescheit was attorney  
for Mr Speary in the past for  
some time about 6 months. I have  
not been to Long Island City to be  
a Witness against Mr Speary in  
a Case similar to this



0777

I was ask ~~that~~ to go over by John  
Loeschner in Geschute into Nash  
ask me to go there. and I do not  
remember that Mr. Geschute ever  
ask me to give witness against  
in Opereus. I don't remember ever  
write any letter and placed my  
name as a doctor.

Counsel for the Defendants  
Shows Witness a paper marked  
Defendant Exh 1 for Identification  
and asking him if he  
ever wrote one like it  
and he answered no.

I don't know that I ever signed my  
name as doctor for Executor  
Counsel for the Defendants offers  
Witness the Complaint and asks  
him what part of the affidavit  
he swore to of his own knowledge  
Counsel for the people objects  
as the affidavit speaks for itself

Q I knew what was in the  
 affidavit when I swore to it.  
 A Do you know what Mr Spring  
 is worth

A He is not worth anything

Q Do you know of your own knowledge  
 what Mr Spring had no real estate  
 at the time he swore before Jacob

A Mittrach is a partner in your office  
 not at the time

Q Do you know of your own knowledge  
 had no real estate over and above his  
 liabilities at the time he made the affidavit  
 before Mr Mittrach above named

A Not to my own knowledge

Q Did you ever see the deeds  
 of 2 & 3 Spring St made by Edward  
 H. Spillman and Elizabeth  
 his wife who Charles C. Sprerry  
 the defendant

A

Q And you don't know that  
 he owned this property at the  
 time he made this affidavit before  
 Mittrach

A Not at that time



(8)

Q Do you know of & hear of or know of anything about what probably Mr Sperry was at the time he made the affidavits referred to in your Complaint dated March 22, 1883 sworn to before Jacob Withright

A No

Q You are a witness for Mr Withright before William Bucher referee appointed by the Surrogate of this County in the Matter Estate of Mrs. E. C. Withright

A Yes Sir

Q At that time did you think Mr Sperry was a person

A Yes

Q And yet you were trying to help Mr Sperry out in that proceeding

A No

Q What portion of this Complaint did you swear to in this proceeding of your own knowledge and what portion did you swear to on information and belief pointing out the affidavits of the Deaf & Sperry

A Counsel objects to the latter as an official speak for itself. Complaint makes the witness know

0780

9

- Q His own knowledge or information  
2 pointed out in the 2 affidavits that  
you know of his own knowledge  
what information  
A The Research was on information  
and the result is of his own knowledge  
2 How do you know that the  
C. Spry was insolvent  
A There was a great many judgment  
against him amounting to \$5000  
which was not paid  
2 How do you know they were not  
paid  
A Because we were not satisfied  
2 How do you know we were not  
satisfied because  
A Because I saw it on the record  
2 When did you see it on the record  
A Some time this year (1884)  
2 What month  
A April or May or March of this year  
2 Is that as near as you  
can come to it  
A Yes  
2 How can you go and look  
A I was informed by parties that  
there were a number of judgments  
against him  
2 How was the party that  
informed you



0781

10

A I was informed by John Goetzke  
for one

Q Who else

A I cannot think of the other party

Q Is Goetzke the only one you  
can think of now

A Yes

Q When did he tell you

A About a year ago

Q Before or after you were before Mr  
Beecher

A I cannot tell

Q Will you swear it was before  
you went before Mr Beecher

A I cannot say when

Q Did you know the fact that the  
judgment was against an enemy  
at the time you testified before  
Mr Beecher in the Western office

A I think I did

Q Will you know swear that those  
judgments were not paid at  
the time Mr Perry was an official  
before Nittman and also Beecher  
and finally refused to in your  
Constitutional Union

A I do swear that they were not paid

Q Will you swear that none of them  
were paid at the time refused

A No

0782

- Q What did you mean by  
swearing before that they were  
not paid
- A Because the business statement  
record given me was not satisfactory
- Q Now you know that statement  
maybe false when it is not satisfactory  
on record
- A Yes
- Q When you don't know if you were  
knowledgeable that some of these  
were not paid
- A I know that some of the were  
not paid
- Q Which was not paid
- A Albert Mann has a judgment against  
him which he has not paid for \$2000
- Q How do you know it was not paid
- A Because Mann told me so
- Q Is that the only way you know  
it
- A No else as you know
- A Mr. Sparrs acquainted me to Mr. Mann  
and he said I could not get \$50  
for him for he claimed a shadow  
of a title on some lots
- Q Did he use the word shadow
- A Yes
- Q When did he tell you so
- A The first part of last year or last part of year  
before



0783

12

Q Were Was he to take you

A In Mr. Gusewell's Office

Q Who was present

A No one but the defendant and myself

Q When you in Gusewell's Office at that time

A No I was for Mr. Gusewell

Q And he go to see Mr. Mann

A No

Q Why did you not

A Because I was not doing any business

Q As you mean you are to honor me to do it

A Yes

Q And you considered it as a bribe

A Yes

Q And you may make any charge against the Whiskey Estate for any ~~charges~~ services for probating the will of Whiskey

A I do not know if matter I did or not

Q And you never before been that you did

A I don't know matter I did or not

Q If you did was it true

A If I did I guess it was true

Q About you know matter it was true or not

13

a Yes

Q And you ever make applications for the probate of the will of Mrs

a I do not know I said or not

Q And you ever make any charges for such services

a I do not know whether I said or not

Q And you ever appear at the probate of the will

a maybe I said maybe I didn't

Q So you know whether I said or not

a No

Q And you ever make any charges for such services

a I do not know

Q Are you attorney or Counselor at Law

a No never was

Q Exhibited not shown the witnesses and the will and what do you now as having appeared and making applications to probate to the probate of the will and appearing at the probate of the same and charging the Estate of Christian Weston for such services said or said you not

a I said



0785

14

Q You considered that notice  
a Yes

Q That Bill was acknowledged by Mr  
Beaman was it not

a I don't know

Cause offered in evidence  
whether to bring the Bill in  
by Beaman to the Wicks  
Estate

ex

Cause objected to the offering  
Witness now desires to answer  
the question as to whether he did  
sign a letter as Proctor it was  
true or false he having  
pleaded his privilege

a

It is true I was a  
proctor at that time

The letter was shown to witness  
and identified as being one of the  
original letters

Q

Did you sign your name to this  
letter as Proctor

a

Yes

The letter was offered in  
evidence & marked defendant's  
Exhibit 3.

Q

When did you become a proctor

a

I don't know the date

Q

What year

a

In 1882 or 1883

0786

15.

Q

You don't know the year that you became a proctor

A  
Q

March 3 - 1881

When you a proctor before that time

A

Yes

Q

How long

A

~~more~~ a year to my best judgment

Q

You are sure it was a year

A

Yes

Q

What did you mean then by swearing that you became a proctor in March 3 1881

A

I got full powers from Mr Sperry to collect all monies & claims that was due to Hooker's estate of which Mr Sperry was the executor

Q

Who told you to make that answer

A

Myself

Q

Why did you not make it before

A

You did not give me a chance you stopped me

Q

What did you plead your privilege for

A

To be sure of the thing

Q

You did not know it at the time

A

Yes

Q

If you knew it why did you not state it instead of pleading your privilege



- Objected to as answered  
 Insisted & exception taken  
 To be sure of the thing to refresh  
 my memory
- Q If you knew if you had no  
 need to refresh your memory
- A Yes I did every time
- Q Do you always refresh your  
 memory about some things  
 you know
- A Sometimes I do.
- Q Have you talked with M<sup>r</sup> Geschmidt  
 about this matter since you pleaded  
 your privilege
- A No.
- Q Have you talked with any one
- A No.
- Q What is a proctor
- A I have full power to collect the  
 claims and moneys due the  
 Niskers Estate as an agent
- Q Is that what you call a proctor
- A Yes
- Q Don't you know that a Proctor  
 is an Attorney in the Surrogate's  
 Court
- A No Sir, I never heard so.
- Q Where did you get the word from  
 when you signed that letter
- A I did not get it any where

0788

17

Q Did you think an agent had a right to appear on the probate of a will & charge for it

A I did not make any such charge

Q If you did make such a charge was it true

A I believe I did not make any such charge

Q Look at that Bill & see if you did or not (Bill shown)

A Yes it is true

Exhibit N<sup>o</sup> 2 Defendant was shown

Q Do you mean that you did make such a charge for appearing and making application to probate said will of said Mosher

A Yes

Q Do you think an agent has a right to appear on the probate of a will and charge for it

A Yes

(The paper marked Defendant's Exhibit N<sup>o</sup> 1, is a copy of the paper marked Defendant Sperry's Exhibit 3 and that it is admitted as the original)

Q What lots do you refer to when you say that Mr Sperry claimed "a shadow of title on some lots"



18

A Up on Inwood Avenue back  
of Judge Smith's that is  
what Sperry told me himself  
Q Did you ever see the Lots

A No  
Q Will you swear that M<sup>c</sup> Sperry  
the defendant here present, had not  
a clear title in fee simple of  
the Lots or piece of ground marked  
in blue ink on the paper shown you  
(Map shown witness marked  
Defendants Exhibit N<sup>o</sup> 4)

A I do not know any thing about  
that map

Q Answer the question as to whether  
you will swear that M<sup>c</sup> Sperry  
had not the title complete & perfect  
of the Lots represented by the  
blue space shown you on this  
map

(Question objected to, objection over-  
ruled and Question admitted,  
Exception taken)

A I can't swear yes or no on that  
paper

Q Will you swear that he had not  
the title perfect & complete of the  
Lots that you say he claimed to  
have a shadow of a title to, at the  
time that he made the affidavits in question

0790

19

A  
Q

Yes  
And you so swear <sup>with</sup> reference  
to the time or times that he swore  
to all and singular the affida-  
vits and testimony of his referred  
to in your complaint herein against  
him.

A  
Q  
A

Yes  
How do you know he had not  
He told me so, he swore to it so  
himself

Q

Where and when did he swear  
that he did not own them <sup>the little perfect samples</sup> or had not  
(Objected to as M<sup>r</sup> Boettman had  
not sworn that M<sup>r</sup> Sperry swore that  
the lots were not his.)

A.

Q

He swore in the Newburgh deposition  
that there were judgments against him  
Question repeated the answer  
not being responsive, Exception  
taken that the answer is fully  
responsive and the paper speaks  
for itself and indicates that he did  
not have a clear title as there were  
judgments against him)

A

(Question admitted exception taken)  
No I do not know personally that  
he did so swear at any time or  
anywhere



0791

20

Q When and where did he tell you  
that he did not own them  
A Her told me in Gescheidt's Office  
& outside there besides that when  
he asked me to go & see ~~Man~~ <sup>Man</sup>  
who has the lots to see if I could  
not get him fifty dollars, that  
he claimed some shadow of  
a title on them and he would  
give him a release on them that  
Mr Sperry would give Man a  
release on that shadow of a title  
he claimed on those lots.

Q If it were a fact that Mr Sperry  
at the time and times he swore to  
the several affidavits in question that  
he had a title to these lots in question  
would that change your opinion  
or your oath embodied in the  
complaint herein.

A W.  
Q Do you know what the value of  
these lots is.

A I do not  
Q If they were worth seven thousand  
dollars & he had the title would  
that change your oath

A W.  
Q Nor your opinion of the fact  
A W.

0792

21

Q. Will you swear that Mr. Sperry had no personal property at the time he made the affidavits in question?

A. I do not know he might have some.

Q. Will you swear that he did not have five thousand dollars worth of personal property?

A. I do not know.

Q. Will you swear that he did not have ten thousand dollars worth of personal property?

A. I do not know.

Q. Will you swear that he did not have fifty thousand dollars worth of personal property?

A. No, I won't.



- Q When you were that there was  
a number of judgments against  
your what judgments did  
you mean
- A One was Albert Mear. Auctioneer  
Miller
- Q Did you ever know his  
first name
- A Yes
- Q Did you ever know his first  
name
- A Yes
- Q When did you see  
A In the County Clerk office
- Q Was you there
- A Yes I was there
- Q Who was with you
- A I was alone
- Q Well you know you was alone
- A Yes
- Q Was Mr Meschert in there  
with you
- A No he was not
- Q Who sent you there
- A I went myself
- Q And are this proceedings then  
Mr Coe's began and carried  
on up to the time you were

The Warrant for Sporing arrest  
only was entering by you and  
without a suggestion from any  
other person

A Yes

2 The Order to avoid in Messager  
hension of Your meaning when you  
say yes to last question the you  
wish to modify it or explain  
it any way

A Except that I did not make  
out the papers

2 With that exception there is  
nothing that ever connected with  
these proceedings from begin to  
end except what is of your  
own motion and of your own  
conception

A No

2 Who gave the papers

A Mr. Yes check

2 How came you to go to  
him

A I asked him if he would be kind enough  
to make out the papers and  
he said yes

2 What papers

A the off account in the this case



0795

24

- Q And you conceived ~~to~~ move a  
you from a sense of public duty  
to go to the Graceland and have  
this procuring institute did it
- A Yes. I had no reason what  
ever I just went to him. You  
might put down that I had  
no particular reason what ever
- Q And you have any motive  
what ever
- A Yes Sperry induced me out of  
\$180 and \$25 besides oftentimes
- Q Was that the reason you  
did it
- A Yes
- Q Are you sure of that
- A Yes
- Q You can't possible be mistaken  
about it
- A No Sir
- Q Did you know this was your  
motive when you testified here  
before
- A Yes
- Q Was that your only motive
- A No
- Q What other motive
- A Yes

2 are you sure

A Yes

2 Will you tell what you meant  
by saying testifying before that  
was done for the public good  
or the good of the community

A He not only swears me but  
he swears others and therefore  
property that he did not own  
further more he swears that he owned  
property that he never owned

2 Is that all you have to say  
in answer to this question

A Yes

2 What property did he swear that  
he owned that he did not own

A The lots in Inwood Avenue

2 Are ~~you~~ these the lots that you  
testified about the last hearing

A Yes

2 When did he swear that he owned

A in the surrogate Court

2 When

A I don't know

2 As you know the year

A I believe 1883 papers show witness  
he now says that the date is  
August 1<sup>st</sup> 1881 also in the Mortgage  
deposition April 14/1883



0797

26

2 Will you swear <sup>that</sup> Aug 17/81  
Mr Sperry did not own these lots  
in Linnwood Union

a Yes

2 How do you know it

a Because he told me so himself  
and the records show it

2 And you examined the  
records

a Yes

2 And you examined it all  
alone

a No sir

2 Who was with you

a Mr Geisheck

2 When

a About three weeks

2 Was it before or after you went  
~~before~~ to Mr Geisheck

a I don't know it might  
be before or after

2 How came Mr Geisheck to go  
with you to examine the records

a I ask him

2 What for

a Because I wanted to find out  
the truth

2 Why did you want to be sure  
for

a Because he own he own it

0798

27

- A What ~~was~~ objected and you have
- A because he wanted me out of some money and when on Shaw Bail
- Q How much and help you to investigate this matter before the papers was with drawn
- A Yes
- Q What did you mean by thereby warning that the first thing Gieschick had to do with the matter was that he drew up the papers
- A objected to on the grounds that he did not testify and that his answer
- Q ~~Do~~ Do you wish to ~~answer~~ <sup>answer the question</sup> in Parliament
- A I do not
- Q Where did you search the record
- A County Clerk's office
- Q in the big white building across town
- A Yes
- Q did you search ~~at~~ any other place
- Q Yes the Register Office



- 2 Have the County Clerk Offer  
 a Yes Not for from which  
 2 Any One Else  
 a White Plains I believe they call  
 it  
 2 And you personally look at the  
 records in White Plains  
 a Yes I did  
 2 With you I mean that the record  
 in White Plains Northwest County  
 does not show that on Aug 19  
 /81 Mr Sperry the defendant here  
 present and who own these  
 Lywood Allen lots in question  
 a Yes Sir  
 2 With you I mean that in an date of  
 March 18/869 in liability 706 page  
 6f or in an date May 23/869 or thereabouts  
 a deed of two lots in question ~~of~~  
 from Adam Finley to Charles E  
 Sperry or any portion of these lots  
 is not record  
 a I Will Not  
 2 And if you will not how can  
 you swear that he did not own  
 them  
 a I did not swear that he did not  
 own these lots 1869

00000

29

- 2 With You I mean how did you see  
them at the time ~~Mr. Green did~~  
~~not know them~~ You said Mr  
Green did not know them  
Q At that time by the name of ~~West~~ Ott  
owned them I believe  
2 As you know  
Q Yes I know, Ott owned them  
2 How do you know that he owned  
them  
Q He never shows so  
2 Where  
Q White Plains & and afterwards  
he owned New York  
2 did you see it  
Q Yes  
2 When other did he send you  
out of money  
Q In 1882 + 1883  
2 How  
Q I loaned him the money and he did  
~~not~~ not pay me when he gave  
me some stock in the European  
Mercury Company and he mailed  
me a stock holder in the Company and  
he told me it was worth about the  
amount of its value I found out  
that he was not what a cheat



0001

3

- Q Were you in Geschick's office  
at the time  
A I had office for myself in  
Geschick's building  
Q Was in his office  
A Yes  
Q Geschick was an attorney for this  
Company  
Q I cannot say he was the attorney about this  
Q How much money did you  
let him have  
A \$100  
Q What was your business  
A Real Estate and General agent  
Q When did you get the money  
A I received it  
Q And you ~~have~~ every have account  
with Bremer Bank  
Q Was from 1860 to 1865  
Q And you know that Henry had  
written you testified before Bremer  
A I thought at that time he was  
going to pay me  
Q And you ever ask him for it since  
A Yes  
Q When and where  
A One at 7-6 Allen and one in the  
Post office

0802

31

2 How was Willa You  
a No one

2 When was Willa here  
a He was alone

2 When was he there 4-6 Am  
a in his office

2 What time (day or night)  
a in the afternoon

2 What hour

a about 3 or 4 o'clock

2 What date

a I cannot think

2 How long after the trial before Mr  
Peschel ~~was~~ was it

a About 2 or 3 weeks after

2 Was it before or after the time  
you spoke to him at the P. Q.

a I cannot say

2 When did you make up your mind  
that Perry would not pay you

a Some time after he got out of  
~~New York Newark N.J.~~

2 How long after

a I cannot say

2 Was it 3 months or 6 months

a I cannot say.

2 Grischen was attorney at Newark

a I don't know



- Q Do you mean to swear that  
Mr Gerschur was not  
the attorney for Mr. Perry  
A I suppose he went over there  
to attend him
- Q Before you came here last  
time did you speak Mr Gerschur
- A No
- Q Did you speak to Mr Gerschur at  
this morning before you came  
into Court
- A Yes but not about the case
- Q What did you say  
object to
- Q How long did you talk to him
- A 2 minutes
- Q Do mean to state you were  
coming from the Court to the  
Court
- A No
- Q Was this conversation at  
the corner
- A Yes
- Q No Where else
- A No
- Q Who was with you
- A Mr Lortcher was with me
- Q Are you sure that you are  
testifying to
- A Yes

0804

33

- Q Now Mr Britmann Aont You know it is false
- A No Sir
- Q And Mr Gieschute Show You Any thing
- A No He aint Not Show me any thing
- Q Have any thing in his hand
- A He carried a Walchne
- Q Any thing Else
- A Not that I know off
- Q Two papers
- A I dont think so
- Q Did he read any thing to You from a paper
- A No
- Q Did he read any thing from a paper in Your hearing
- A No
- Q Will You Swear that You and Mr Gieschute and John Loertscher Were Not Walking together up 3<sup>rd</sup> Avenue above 5<sup>th</sup> Street Mr Gieschute in the Centre Talking to You or or You Could hear him With a shut or more of paper in his hand open
- A Yes We Were Walking to gether but Not true about the paper and Not true about the Conversation



0805

84

Q Nothing was said by Gitschede  
 A Yes I said Good Morning and  
 I asked if was early enough  
 Q How far did you walk  
 A About the middle of the block  
 Q And you all come back together  
 A No Mr Gitschede I kept a  
 head and Lutzsch I followed  
 him

Q As you know why  
 A Because he said there was time enough  
 Q And you see me (Meaning Mr Murray)  
 A I said not  
 Q And you mean to swear that  
 Mr Gitschede did <sup>not</sup> read ~~the~~ a piece  
 of yellow paper

A No  
 Q No have it in his hand  
 A I said not see any paper in his  
 hand not enter a paper  
 so you spoke of

Q With you swear that Mr Sperry  
 does not own Real Estate in Queens  
 County of your own knowledge

A I don't know any thing about  
 Queens County

Q Will you swear of your own knowledge  
 that Mr Sperry does not own 120 acres  
 of land at Bussys-Station  
 A I don't know

- Q Will You Swear that Mr Sperry  
Does Not own 120 acres of land in  
the State of Wisconsin
- A I don't know
- Q Why then do You Swear of Your  
Own Knowledge that Mr Sperry  
at the Time of (signing said Underwriting  
and taking said oath) in Your official  
Was insolvent
- A The record shows that he is insolvent  
in the Surrogate Court in case of the  
Estate of Sperry was executed and that  
a woman by the name of Reelins  
made a Motion in the Surrogate  
Court that Sperry was insolvent  
and to give bonds and the Judge  
held so and made him give bonds
- Q Who was the Motion
- A I can't recollect the date
- Q Was before or after Sperry ~~the~~ made  
the affidavit that ~~it~~ <sup>was</sup> false or  
signed to use Your language the  
said ~~underwriting~~ underwriting and  
taking said oath in the Newburger case
- Q I think it was before
- Q As You know
- A I can't answer the question
- Q Will You Swear it was before he  
made the affidavit in the Newburger
- A I can't swear it was before or after



- 2 If you can't swear that it was before he made the affidavit how can you say that he was insolvent at the time he made the affidavit
- a I looked at the record and that is the reason I know the date
- 2 Is that all you can say in answer to the question
- a Yes just now
- 2 Is that the only way you know he was insolvent
- a I swore to it myself that he was insolvent and that the judge made him give bonds
- 2 And does the record show that
- a Yes the record shows that
- 2 Is the word insolvent in the record
- a Yes sir
- 2 Is that the only way you know that he is insolvent at the time
- a Yes
- 2 When and where did you see him
- a At the witness I am sure ~~it~~ it was in Mr. Gettschwe office
- 2 Where
- a in the office

0000

37

2 What Now

a About Know

2 And you put anything down

a No

2 Now give us the Year

a It was in 1882 or 1883 I don't know  
with it maybe 1881

2 It may be 1879

a It was later than that

2 Was later than 1880

a I can't say just ~~the~~ now

2 Was it every then 1884

a Yes I think it was

2 Will you swear it was

a Yes

2 Every then 1883

a I can't say

2 Will you swear that it was  
Every then December 1883

a I can't say

2 Who was present

a No one was present except yourself

2 As you think that a man is insolvent  
if he owes 10000 of personal property  
and has ~~an~~ 300 acres of land besides  
Wages lots or other real estate in Linn Co.  
simply because he told you what <sup>you said</sup> ~~he said~~  
he told you and because of the motion  
you speak of concerning when you can't say whether  
he so told or such motion was made before



0009

38

or after the time he made the affidavit

Q I will swear that he had none  
of the property at the time he made  
the affidavit

2 Question repeated

A I suppose not

2 You know he did not have it  
at the time

A He told me that he:

I do not know any thing about  
that

2 If you don't know any thing  
about will you swear that he  
was insolvent April 4/883  
the Spring made the affidavit

A Yes

2 At the time you swore to your  
complaint herein did you know  
of your own knowledge that the  
judgments against Mr Spring you  
referred to were not paid

A I do

2 Will you swear now that the judgments  
were not paid at the time you made  
your affidavit or complaint herein

A I will swear that they were not paid

2 Will you swear that the judgments against  
of which again Spring was not paid

objected to on the grounds that there is no such judgment is in evidence or charged in the Complaint

Q Now will you swear that the payment of same of Burney against Chesapeake was not paid at the time you swore to your Complaint herein

A I will ~~swear~~ swear to my knowledge that it was not paid

Q What was the amount of the Judgment

A \$468.25

Q When was it docketed

A Dec 14/69

Q Now look at this paper (show witness) marked Defendant (George E. Hulse) Vol 1 of this date and say within the Judgment of Burney <sup>not paid</sup>

A This paper shows it was paid

Q Then you did not tell the truth when you said the judgment was not paid

A I did

Q As you now say it was not paid as the Complaint

A No

Q Let it you not swear it was not paid

A Yes



- 2 Then You Swear That it Was  
 to be paid and it was not paid  
 as you
- A I ~~swear~~ <sup>swear</sup> it was not paid
- 2 After seeing the paper which  
 you will you now swear that  
 at the time Mr. Brown "Signed & paid  
 undertaking and said oath" that the  
 balance of the judgment" referred to in  
 your complaint was not paid"
- A I don't know how many papers you have
- 2 by papers as you mean satisfactory piece  
 or evidence of the payment of judgments  
 against Brown
- A Yes
- 2 Questions repeated
- A They may have been paid but I don't know
- 2 Do you think it's right to swear out a  
 warrant for the arrest of man charging  
 him with perjury simply because the  
 record does not show that the judgments  
 against him was satisfied without paid and  
 negative that he <sup>is</sup> paid or not
- A I will find it out
- 2 You mean that you will find out  
 that they were not actually paid
- A Yes I will find out
- 2 Now
- A I mean he swore that the undertaking program against  
 him

08 12

41

2 When and where

a In the Newington case

2 He also swore that some of them  
was paid and he not

a Maybe he did

2 Doubt you know he did

a I doubt know

2 As you know it was in your  
Complaint

a Yes Sir

2 As you know what is in  
your deposition attached to  
your Complaint

a Not Every Word

2 How is it that your recollection  
that he swore in the deposition  
that some payments were unpaid  
and doubt remembered that he  
swore that some of them were  
paid

a I can't remember any more of it

a deposition shows witness when he  
admitted that there were more that  
he satisfied some of the judgments

2 I understand you to swear that  
the record shows that Mr. Ott. swore  
the Newington Union to do you mean  
that there is a case from New York  
to Mr. Ott

a Yes Sir



08 13

42

2 When Was it received

A I believe it was this year 1884

2 When did you receive it  
before or after you made your  
complaint here

A The day after it was received  
and I think it was after I made  
the complaint

2 Are you sure

A Yes

2 Are you certain of it

A Yes

2 Now don't you know that  
you made this complaint some time  
after that deed was received

A I don't know

2 Are you sure about this and as  
you are about everything else you  
swore too

A To the best of my knowledge I am ~~to~~ sure

2 As you now how had possession  
of that deed from its date down to  
the time that it was received

A I do not

2 As you know who received it

A W. C. C.

2 And you not say that you looked  
at the received

0014

43

2 About You know that Mr Sperry took it then

a I don't know

2 Will you swear that Mr Sperry did not have possession of that land from the time of date down to the time that it was recorded

a I will not

~~2 Have you sworn~~

2 Will you swear that Mr Sperry did not own 23 Spring Street in this city at the time and times that he came to own it

a I will swear he did not own it

2 Will you swear that he did not own the said 23 Spring St January 1<sup>st</sup> 1884

a I will swear that he did not own it at that time

2 Now referring to the deed if that deed was made by Mr Sperry to be delivered at some time in the future or to be recorded upon the happening of some event such as the settlement of the affairs of himself and the Ott and the Sperry retained possession of it, did it until it was recorded, the event not having happened, or the affair settled until it was recorded. Do you consider that Mr Sperry was not the owner of the property mentioned in the deed up to the time of its delivery or recordation



08 15

44

A Yes

Q Now may not this, or something similar have been the case, in the matter of this Ott. deed?

A I don't know

Q Don't you think <sup>then</sup> it was unlikely there a little hard to swear positively that Mr. Sprary did not own these lots mentioned in the Ott. deed at the time or times that he swore he owned them when the deed was recorded long after he so swore

A No Sir

Q May not

A because they had been sold under execution for Albert Mann and then is still are unsatisfied about the execution

Q You mean the Inwood lots were sold

A Yes

Q When were they sold

A I don't recollect exactly it was 1883 or 1884

Q May have been 1884

A I may and may have been 1883

Q Was it before or after Sprary swore he owned them

A As far as I know it was after

Q Don't you know that Mr. Sprary owned the lots upon a certain day and after he so swore the lots were sold

0816

45

as you say under an execution that  
he told the truth or may have told the  
truth for aught you know at least so far as  
this present case is concerned when ~~he~~  
or ~~was~~ sure

a I don't know

2 How then does this case or future  
case give you the right to know that  
Mr. Sperry did not tell the truth when  
he swore ~~that~~ <sup>about</sup> he owned these lots

a ~~May be he swore~~

Maybe they were asked before he swore  
he owned them

2 If the case was after he swore he  
told the truth didn't he

a I don't know

2 If the case was after his oath and the  
case affects his oath or is it any  
evidence of perjury

a I don't think it would

2 Can you not say to the best of knowledge  
the case was after his oath

a I don't know I did or not

2 As you remember this question ask you  
answered near the foot of page 44  
of the record book

a yes

2 And you tell the truth when you  
answer that question

a To the best of my knowledge I did



0817

46

Q About You Know Matter You  
Will or Not

A The best I can think I did

Q Is that or in reference to all your  
testimony

A I don't know

Q You don't know Matter You told the  
truth ~~the~~ <sup>my</sup> reference to your other  
testimony

A The best of my knowledge

Q But You don't know sure do You

A I think I do

Q Did You tell the  
truth

A The best of my recollection

Q Is that as strong as you can put it

A Yes just now

Q What did you rely <sup>upon</sup> when you saw that  
Mr. Perry did not own these "Instruments"

A Because he told me 1 year ago he had them  
sold to a man by the name of Ott  
and he wanted me to go down to  
Wilmington to run his bail in New-  
ark and he was afraid that he  
was going to be arrested again  
and Wambarger told me he would if  
Perry would give him security for his  
bail and I told Perry about it

77

and I told <sup>Spring</sup> about and then  
 Spring told me had sold those  
 lots to a Man by the name of St  
 put in Jersey and then I asked  
 him about 23 Spring's property  
 and he told me that he did not  
 know that he had to give it back  
 to Catharine Middaugh further more  
 the record shown he did not own that  
 property and that they were several  
 unsatisfactory judgments against him  
 and that is all I can think  
 of at the present

Q Why don't you think of more

A Maybe I can if I ~~remember~~  
~~the~~ my memory

Q And you see the record about the  
 Spring's this property ~~yes~~ is

A Yes sir

Q What did it show with reference  
 to the disposition

A It showed it belong to Catharine  
 Middaugh

Q From whom did she get it. The

did get it

A From Chas Spring

Q When was the deed made

A I cannot tell just now



08 19

48

2 before or after Spring date did he  
flout it

a I cannot tell the date just now  
but I refer to my memory

2 And you look before you make  
this complaint

a I did

paper shown witness after testimony  
as paper witness testified that  
the area from Chow & Spring to  
Gallatin & McEnach was used  
January 9, 1884

2 Will you swear that area was not  
in Charles & Spring possession ~~up~~  
from its date up to the day it was  
reverted

a I don't know who had it

2 If Spring had <sup>the whole</sup> during all this time  
and there was no actual offence  
No reason in law or in morals "why  
he should deliver it" or in other  
words if he was justified in law and  
in morals in keeping it until  
the day it was reverted as you state  
swear that he did not own the property  
named in the deed to March 23 Spring that  
at the time or ~~the~~ times he <sup>owned</sup> ~~owned~~ <sup>owned</sup>  
it

0820

49

- a If he had the right to keep it I  
suppose he would
- 2 What is incumbrance property
- a a judgment is incumbrance
- 2 What else of any thing is incumbrance
- a a lease
- 2 What do you mean by a lease
- a a Mechanic's Lease
- 2 What else
- a That is all I can think of just now

Given to you by me } Frederick Brethman  
this 27 day of Sept 1884  
J. H. D. Giffey  
Police Justice



5

2

Jacob A. Mithracker of 24 Spruay Street  
 came for the people at this stage  
 for his convenience without prejudice or  
 waiver of defendants right to any motion  
 to set aside as if no answer testimony was taken

2 What was your business on the 22  
 day of May 1883

a Safe move

2 Were you a Notary or about that time  
 for the case of Camp of New York

a I was

2 And you knowen Chas. Springer  
 about that time

a Yes

2 And you know of any case pending  
 in the of defendants title Newburger  
 against Schwab and others

a Yes I did

2 Look at paper and say what it  
 purports to be

a A Certificate a copy of testimony on appeal

2 Was you a Notary at the time the

undertaking purports to have been taken

a I was

2 Do you remember that you signed the Original  
 Bond as Notary Public to the oath and affidavit that

a Yes

0022

2 Is that uncertainty All the facts  
therein contained as the officer reads and  
Your signature true to attached true

a

2 And you can show & sworn signature to  
that original Bond

a Yes

2 Is he present

a Yes

2 And you administered the oath to that bond  
as purports to be signed by you

~~as per~~ the defendant Counsel objects on the  
ground that it is leading & that ~~this~~  
is a mere conclusion of law & it is  
moot and immaterial question allowed

a Yes

2 And you swear the said Philip Mues  
& can show to force shown witness  
Counsel for the defendant objects  
question deeper & objected

a Yes

2 What did you do to the original bond  
when your signature appears to ~~the bond~~  
as a Notary public in regard to the affidavits  
attached and the people that signed  
the same

a I administered the oath in the usual way  
that is all I can say



0023

1 54 3.

- Q What is the usual form  
you use in administering  
oaths
- A I ask the party whether  
that is their signature  
and I ask them if  
they solemnly swear  
of the contents of the  
affidavit is true  
It is admitted by counsel  
for defendant that the  
signature to the undertaking  
in the case of Newbury is  
Schwab is in the hand  
writing of Charles E. Sperry  
and it is his signature

Cross Examination

- Q Do you pretend to say that  
you can remember just  
what you said to Mr  
Sperry on March 22, 1883  
& when you say that you  
administered the oath in  
the usual form
- A I cannot remember the  
fact wordy but I always  
administer the oath according  
to law

Page

Q You heard Mr. Brettman testify about the deed of 23 Spring Street from Cha. C. Sprerry to Callen & Mittnacht

A Yes

Q Don't you know that that deed was not delivered until January 8, 1884 the day before it was recorded, objected to on the ground that the deed speaks for itself and not a sheet of paper containing the deed evidence & that if they make Mr. Mittnacht their witness they will be precluded in corroborating the same, and in making him their witness

A I do know that it was delivered to me the day before it was put on record by Mr. my sister. I am not positive about the date of being in evidence that it was recorded Jan'y 9



0025

1884 what now do you say  
as to the time it was  
delivered

A January 8. 1884

Q Who owned that property  
up to January 8. 1884. —  
(23 Spring Street)

A Charles E. Sperry deeded  
it to Catherine W. Mittnacht  
& he must have owned it

Q You represented your sister  
in the transaction

A I did

Q Did she or you for her ever  
claim that any one but  
Charles E. Sperry had  
the title of 23 Spring Street  
from the time that it  
was deeded to him up  
to the time that the  
deed in question was  
actually delivered to  
you or your sister as  
you say January 8, 1884

A I could not claim that  
we had the title until  
it was recorded.

Q This deed purports to be dated

January 20 1883. ~~to~~ And  
 to have been acknowledged  
 by you as a Voluntary Public  
 State of your knowledge why  
 that deed deed was  
 so dated and kept by  
 Q Mr Sperry until January  
 1884

A Mr Sperry & ~~was~~ my family  
 were friends & had a  
 good deal of business together  
 & we had some unseparated  
 business & this I believe  
 to be the reason I asked  
 Mr Sperry to go on a  
 bond this bond Newbury vs  
 Schwab it was a matter  
 in which I was somewhat  
 interested. It was understood  
 that until this bond question  
 & other matters were settled  
 the deed was not to be  
 delivered

Q Was this property considered  
 to be Sperry's or your sister's  
 up to the time the deed  
 was delivered

A Sperry's up to that time



0027

Conceded for the people take  
excepted

Q at the time of the date  
of the deed <sup>in the question</sup>  
did Mr Newburger <sup>judgement</sup> against  
Schwab

A I suppose he did at the  
date of the deed  
Q Who was in possession of  
the property in question  
from the date that Sperry  
got the deed down to  
the time this deed to  
your sister was recorded  
Conceded for defendant objects  
in the ground it is utterly  
unmaterial the only question  
being who had the legal  
title

A Occupied by tenants  
Q Under whose lease.  
A My father Georg. M. Mithnacht  
who had a power of  
attorney from ~~Mithnacht~~  
Mr Sperry.

Q Did your father on the  
officer of the Board of Health  
in presence of Mr Sperry

0020

Q Mr Gurschick was Mr Sperry's attorney at the time this deed purports to have been executed

A Mr Sperry was Mr Gurschick's client up to about 1 year ago last April.

He directed ~~and~~ Gurschick

Q Did any members of your family own that property before Mr Sperry Council for defendant objects - and people Council & cts

Q Who paid the consideration expressed in the deed to Sperry Council for defendant objects to this question on the grounds that the legal title at the time of the deed being in Sperry so that he could convey a good title to a third party it is utterly irrelevant how he got the money ~~and what~~ with which to buy it



State and claim that the Mithnacht family or one of the members of his own family owned that property before this deed was made objected to by Counsel for defendant on the grounds that Mr Sperry cannot be used by the statements of third parties in his absence—

A I ~~know something of that~~  
~~but by hearing~~ do not  
 know anything about  
 it of my own knowledge  
 Q Who received the proceeds  
 of the rental of that house  
 A George F Mithnacht by attor  
 nery of attorney from Mr  
 Sperry

Q Is there not a condition  
 in the deed to Sperry that  
 \$1000 is to be paid by the  
 1 day of May 1883  
 objected to on the ground  
 that the deed is the best  
 evidence

0030

A I dont know the deed  
 will show for itself  
 Q Did you or any member  
 of ~~your~~ family pay \$1000  
 on that deed  
 A On the ground that it is  
 immaterial the only question  
 being had Mr Sperry  
 the legal title to the  
 property in question  
 A I did not pay it myself  
 & dont know who paid  
 it I will swear that  
 my sister Catharine did  
 not  
 Q Who paid the interest  
 on the \$1400 mortgage  
 A Sperry paid it  
 Q Who was the interest  
 paid  
 A From the rents  
 Q Did Mr Geisheid lend  
 you \$325- by check as part  
 consideration to pay for  
 that property  
 A You loaned me some money  
 & I paid you back.  
 Jacob A Mitternacht

Sworn to before me  
 this 27 day of Sept 1883  
 Wm. B. Bogle  
 Notary Public



0031

City <sup>and</sup> County 3  
of Henry Co Mo John Doetscher  
age 26 born Switzerland  
residing 54 West 31 street  
being summoned

Q Do you know the defendant  
William Zortlein

A Yes

Q How long  
A About 3 years

Q Look at two notes made  
by Charles E Sperry and  
William Zortlein each  
for \$500 - do state whether  
you recognize the same

A I do

Q Who was the maker of  
the notes

A objected to as unimpaired  
William Zortlein & Charles  
E Sperry

Q Who was present

A Mr Sperry Mr Zortlein Mrs  
Pernet, Mr. Cayland & myself

Q What were they given for  
A Given for two notes made  
by Mr. Pernet

0032

Q Did you demand payment  
A Yes

Q When  
A April 1882 after the  
notes were protested

Q Where  
A at 54 West 31 St  
~~Was Gornilein there~~

Q Who was there  
A Mr Gornilein Mrs Poerck  
+ my self

Q State what Gornilein pay  
you

A No

Q State what conversation if  
any you had at that  
time with Mr Gornilein  
in regard to those two  
notes

Counsel for defendant objects  
to this question

Which is overruled Counsel  
for defense complainant objects  
Decision overruled

Notes offered in evidence  
Counsel for defendant objects  
on the grounds first the  
evidence is incompetent irrelevant  
+ immaterial second no



0033

Q. Evidence <sup>that</sup> the notes are not paid  
questions not answered

Q. Did you present those notes  
& demand payment at  
any other time

A. Yes  
Q. When & where

A. In April 1883 on Broadway  
opposite Post Office

Q. To whom  
A. Mr. Gommler

Q. Were the notes paid  
A. No

Q. At that time did you have  
any conversation with Gommler  
about giving on a bond

A. Yes Sir.

Q. State the conversation —  
Answer for defendant objects  
to this question on the  
ground immaterial irrelevant  
& incompetent

Answer to Refuse me } John Laetscher

This 27 day of Sept 1883

P. G. Duff  
Police Justice

TORN PAGE

0034

Sec. 198-200.

CITY AND COUNTY OF NEW YORK, } ss

1 District Police Court.

*Charles Sperry* being duly examined before the undersigned, according to law, on the annexed charge and being informed that it is his right to make a statement in relation to the charge against him; that the statement is designed to enable him if he see fit to answer the charge and explain the facts alleged against him that he is at liberty to waive making a statement, and that his waiver cannot be used against him on the trial.

Question What is your name?

Answer *Charles Sperry*

Question How old are you?

Answer *52 years*

Question. Where were you born?

Answer *Switzerland*

Question. Where do you live, and how long have you resided there?

Answer. *14 E 134 St (period) New York 3 months*

Question What is your business or profession?

Answer. *Broker*

Question. Give any explanation you may think proper of the circumstances appearing in the testimony against you, and state any facts which you think will tend to your exculpation?

Answer. *I am not guilty*  
*Chas Sperry*

Taken before me this

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TORN PAGE

0035

Sec. 108-200.

CITY AND COUNTY OF NEW YORK, ss

1 District Police Court.

*William Zornstein* being duly examined before the undersigned, according to law, on the annexed charge: and being informed that it is his right to make a statement in relation to the charge against him; that the statement is designed to enable him if he see fit to answer the charge and explain the facts alleged against him that he is at liberty to waive making a statement, and that his waiver cannot be used against him on the trial.

Question What is your name?

Answer *William Zornstein*

Question How old are you?

Answer *32 years*

Question. Where were you born?

Answer *Germany*

Question. Where do you live, and how long have you resided there?

Answer. *Elizabeth New Jersey*

Question What is your business or profession?

Answer. *Salvage Keeper*

Question. Give any explanation you may think proper of the circumstances appearing in the testimony against you, and state any facts which you think will tend to your exculpation?

Answer. *I am not guilty*  
*William Zornstein*

Taken before me this

*14*

day of *November* 188*8*

Police Justice.







0037

Court of General Sessions of the  
Peace in and for the City  
and County of New York.

The People of the State  
of New York

against

Charles C. Sperry

The Grand Jury of the City  
and County of New York, by this  
indictment, accuse Charles C. Sperry  
of the Crime of Perjury, committed  
as follows:

On the seventeenth day of  
August, in the year of our Lord, one  
thousand eight hundred and eighty  
one, at the City and County aforesaid  
one Elizabeth Mangret had in due  
form of Law presented her petition  
to the Surrogate's Court of the County  
of New York, before the Honorable  
William C. Colver, Surrogate of the  
said County of New York, that a de-

0038

and of the said Surrogate's Court of the County of New York, issue appointing her the said Elizabeth Margaret Administratrix of the goods, chattels and credits of Isaac Margaret then lately deceased, and that letters of Administration upon the said goods chattels and credits be granted to her the said Elizabeth Margaret.

And thereupon proceedings were had in the said Surrogate's Court, before the said the Honorable Deane C. Calvin, Surrogate of the County of New York as aforesaid, in due form of law, upon the said petition and application, and thereafter and while the said proceedings upon the said petition and application were yet pending in the said Surrogate's Court, it was required by the said Surrogate's Court, and made necessary, that the said Elizabeth Margaret should enter into a recognizance and obligation with sufficient sureties, in the sum



of three hundred dollars, to the People of the State of New York, conditional upon the faithful execution by the said Elizabeth Mangue of the trust reposed in her as administratrix of the goods, chattels and credits aforesaid, and upon her obeying all lawful decrees and orders of the said Surrogate's Court of the County of New York, touching the administration of the estate committed to her.

And thereupon, to wit: on the said Seventeenth day of August in the year of our Lord one thousand eight hundred and eighty one, the said Charles C. Sperry, late of the First Ward of the City of New York, in the County of New York aforesaid, in his own proper person came and appeared before me James B. Murray Esquire, then and there Notary Public in and for the City and County of New York, and then and there, to wit: at the Ward, City and County aforesaid,

0040

offered himself as a surety for the said  
Elizabeth Margaret upon the recognizance  
and obligation aforesaid, he the said  
James B. Murray Esquire, Notary Public as  
aforesaid, then and there lawfully  
and competent power and authority  
to take affidavits of justification of  
recognizances, and to administer oaths  
to sureties making such affidavits.

And the said Charles C. Sperry, Juf  
and before the said James B. Murray  
Esquire, Notary Public as aforesaid, was  
then and there duly sworn, and did  
make and subscribe an affidavit  
in writing then and there containing  
divers allegations and statements of  
and concerning his sufficiency as a  
surety upon the recognizance and obli-  
gation aforesaid, and did then and there  
take his corporal oath, touching and  
concerning the matters therein con-  
tained, the said James B. Murray  
Esquire, Notary Public as aforesaid, then  
and there lawfully and competent



0041

power and authority to administer  
the said oath to the said Charles C.  
Spreary in that behalf. And the  
said Charles C. Spreary, being so sworn  
as aforesaid, before the said James B.  
Murray Esquire, Notary Public as  
aforesaid, then and there, to wit. on  
the said Seventeenth day of August  
in the year aforesaid, at the Ward  
City and County aforesaid, to prevent  
the said James B. Murray Esquire,  
Notary Public as aforesaid, and the said  
the Surrogate's Court of the County  
of New York, from knowing the true  
circumstances and propriety of him  
the said Charles C. Spreary, upon his  
oath aforesaid, in and by his said  
affidavit in writing, touching and  
concerning the matters therein contained,  
then and there feloniously, knowingly,  
willfully and corruptly did falsely  
swear, depose and say, amongst  
other things, in substance and to  
the effect following, that is to say

That there were then no unsatisfied judgments against him.

Whereas in truth and in fact on the day and in the year aforesaid + there was then on record a certain judgment theretofore obtained against the said Charles C. Sperry in favor of one Charles Haer, in the Supreme Court of the State of New York, for the County of New York, in the sum of Sixteen hundred and seven dollars, which said judgment was then and there wholly unsatisfied.

And whereas in truth and in fact, on the day and in the year last aforesaid, there was then on record a certain other judgment theretofore obtained against the said Charles C. Sperry in favor of one Danford W. Banner, in the said Supreme Court of the State of New York, for the County of New York, in the sum of four hundred and sixty eight dollars and twenty five cents, which said judgment was then and there also wholly



0043

unsatisfied. And whereas in truth  
and in fact on the day and in the  
year last aforesaid, there was then on  
record a certain other judgment there-  
before obtained against the said Charles  
C. Sperry, in favor of one Frederick  
Jacobi, in the Superior Court of the  
City of New York, for the sum of two  
hundred and twenty eight dollars and  
sixty two cents, which said judgment  
was then and there also wholly  
unsatisfied. And whereas in truth  
and in fact on the day and in the  
year last aforesaid, there was then on  
record a certain other judgment there-  
before obtained against the said Charles  
and one Henry Schwartz  
C. Sperry in the Court of Common  
Pleas for the City and County of  
New York, in favor of one Andrew N.  
Bloom, for the sum of one hundred  
and twenty three dollars and twenty  
seven cents, which said judgment was  
then and there also wholly unsat-  
isfied. And whereas in truth and in  
fact on the day and in the year last

0044

1 1 1 1

aforsaid there was then on record  
a certain <sup>other</sup> judgment therefore ob-  
tained against the said Charles C.  
Sperry, in the Superior Court of the  
City of New York, in favor of Adrian  
St. Muller the elder and Adrian St.  
Muller the younger, for the sum of  
one hundred and thirty four dollars  
and thirty two cents, which said judg-  
ment was then and there also wholly  
unsatisfied. And whereas in truth  
and in fact, on the day and in the  
year aforsaid there was then on record  
a certain other judgment therefore  
obtained against the said Charles  
C. Sperry, in the Marine Court of  
the City of New York, in favor of The  
Bellevue and Baynor Chromo Lith-  
ography Binding and Printing Company,  
for the sum of One hundred and  
forty one dollars and twenty seven  
cents, which said judgment was then  
and there also wholly unsatisfied.  
And whereas in truth and in fact  
on the day and in the year aforsaid



there was then on record, a certain other judgment theretofore obtained against the said Charles C. Sperry and one Charles Thurgate in the Supreme Court of the State of New York, in and for the County of Westchester, in favor of one Allen May for the sum of two thousand one hundred and thirty dollars and eighty one cents, <sup>said</sup> with interest thereon from the ninth day of January in the year of our Lord one thousand eight hundred and seventy four, which said judgment was then and there also wholly unsatisfied.

And whereas in truth and in fact the matters aforesaid so as aforesaid by the said Charles C. Sperry in and by his said affidavit in writing sworn, deposed and said as aforesaid then and there was and were in all respects utterly false and untrue, as the said Charles C. Sperry then and there well knew.

And do the Grand Jury aforesaid  
 do say, That the said Charles C. Sperry,  
 on the day and in the year aforesaid,  
 being so sworn as aforesaid, upon his  
 oath aforesaid, at the Ward, City  
 and County aforesaid, before the  
 said James B. Murray Esquire, Notary  
 Public as aforesaid, in and by his  
 said affidavit in writing, in manner  
 aforesaid, by his own act and consent  
 and of his own most wicked and  
 corrupt mind, then and there felon-  
 iously, knowingly, wickedly and  
 falsely did commit wilful and  
 corrupt perjury; to the great displeasure  
 of Almighty God, to the evil example  
 of all others in like cases offending,  
 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.

Peter B. Olney

District Attorney



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146 B.V. July 22/98

~~147~~

Counsel,

Filed 22 day of July 1888

Pleads

Not Guilty (ang.)

THE PEOPLE

vs.

Charles C. Sperry

Attorney at Law  
N.Y.C.

[Sections - Penal Code]

PETER B. OLNEY

District Attorney

A True Bill.

George J. Leachman  
Foreman.

Witnesses:

Paul H. Fisher  
Henry Fisher  
227 1/2 Third Avenue

Court of General Sessions of the Peace  
of the City and County of New York

The People of the State  
of New York  
against  
Charles C. Sperry

The Grand Jury of the City and  
County of New York, do hereby  
return accusa Charles C. Sperry of  
the Crime of Perjury, committed as  
follows:

On the tenth day of January  
the year of our Lord one thousand  
eight hundred and eighty three, an  
action for malicious prosecution,  
wherein one William H. Mendenhall  
plaintiff, and one Philip Parke  
defendant, had been duly commenced  
in the Supreme Court of the State of  
New York, in the Second Judicial  
Department, to wit: in the County of  
Hempstead, and on the day and in the  
year aforesaid, the said William H.  
Mendenhall duly applied to the  
Honorable Charles E. Brown, one of  
the Justices of the said Court, for an





appear before me John S. Shindler,  
 Justice of the Peace for the County  
 of ... and for the ...  
 of ... and did then and there  
 produce and exhibit to me the said  
 John S. Shindler, Justice of the Peace  
 a certain written instrument  
 in and to the effect as  
 required by the said ...  
 Charles E. Brown, Justice of the Peace  
 the same being then and there duly  
 signed and subscribed by the said  
 Charles E. Brown in his own hand  
 handwriting, and also a certain  
 ... in writing then and there  
 signed and subscribed by the said  
 Charles E. Brown and which  
 said ... in writing then and  
 there contained their respective  
 and statements as to ...  
 the qualifications and ...  
 of the said Charles E. Brown as  
 of the ... upon the said ...

And the said Charles E. Brown  
 was then and there in due form of



0051

And in November 1890 and  
was a material witness. The  
said Charles C. Brown was a  
~~resident~~ resident and a freeholder  
within the State of New York, and  
works over him the same right  
in such undertaking, to wit, over the  
sum of two hundred dollars and all  
the debt <sup>of</sup> said Charles C. Brown  
incurred, and the sum of money  
paid to him by said Charles C. Brown  
in order that he should  
pay the same to the said Charles C. Brown  
and the same should be paid  
to the said Charles C. Brown, as one of the

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And the said Charles C. Brown, Jr.,  
 being as sworn as aforesaid, made  
 this oath aforesaid, before the said  
 John A. S. Winter, Judge of the  
 said County, on the day and in the  
 year aforesaid, at the City and County  
 of aforesaid, to prevent the said Charles  
 C. Brown, Jr., from appearing and  
 claiming the same premises and  
 property of him the said Charles C.  
 Brown, Jr., in and out of his said office.  
 in witness whereof, I have hereunto  
 this my official seal and signature as  
 one of the Justices of the said  
 County, and the said Charles C. Brown,  
 Jr., have hereunto set their hands  
 and names in presence of the  
 Justices of the said County, and

The first of these is the fact that the  
 system of taxation is not uniform  
 and that the rate of tax varies  
 according to the kind of property  
 and the value of the property.  
 The second is the fact that the  
 system of taxation is not uniform  
 and that the rate of tax varies  
 according to the kind of property  
 and the value of the property.  
 The third is the fact that the  
 system of taxation is not uniform  
 and that the rate of tax varies  
 according to the kind of property  
 and the value of the property.



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The first two hundred years of the  
 history of the United States are  
 characterized by a series of  
 events which have shaped the  
 course of the nation. The first  
 hundred years were marked by  
 the struggle for independence  
 and the establishment of the  
 Constitution. The next hundred  
 years were marked by the  
 Civil War and the Reconstruction  
 period. The last hundred years  
 have been marked by the  
 rapid growth of the nation  
 and the development of the  
 modern world.

back in 1892 and in 1893  
 the said Charles C. Brown, at the  
 time of selling the said land and  
 making the said mortgage in  
 writing, was not a resident and a  
 freeholder within the State of New  
 York, and was not then worth over  
 the sum of two hundred dollars  
 in real and other property  
 owned and owned on and in New  
 York City and County, and was not  
 then a resident and a freeholder  
 within the State of New York.

the first, time and delayed at various  
distances as on section etc. etc. half  
in one thrust in several but

said Charles C. Sweeney, was then  
and there in all respects entirely  
satisfied and content, as the said  
Charles C. Sweeney then and there  
well knew.

And as the said Charles C. Sweeney  
declared that the said Charles C.  
Sweeney on the day and in the  
foregoing, at the City and  
County of ... by his own  
and consent and of his own free  
will and sound mind, in manner  
and form aforesaid, voluntarily,  
legally, knowingly, lawfully  
and freely did commit with  
and consent, giving, to the great  
dishonour of Almighty God, to  
the evil example of all others  
in like cases, 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  
disgrace.

Peter B. Sweeney

District Attorney



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Monday  
Counsel, Mawrie & Gayle  
Filed 21 day of Nov 1884  
Pleads *Not Guilty* (24)

THE PEOPLE  
vs.  
*Charles P. Sperry*  
[Section 96 of the Penal Code]  
and Sec. 559. Code of Civ. Proc.

PETER B. OLNEY,  
District Attorney.

A True Bill.  
*Wm. Maxwell*  
Foreman.

Witnesses:

*Edwin B. Sperry*  
*Edwin B. Sperry*  
*Edwin B. Sperry*

Bail fixed  
at \$1000.00  
incl. legal  
fees & interest  
m. & g. y.  
Dec 8<sup>th</sup> 1884.

Bailed by  
John H. Becker  
841 Forest Ave  
23<sup>rd</sup> Ward.

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Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Charles C. Foxberry

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

Charles C. Foxberry of the Crime of  
**Perjury**, committed as follows:-

On the fifth day of July, in the  
year of our Lord one thousand eight  
hundred and eighty three, at the City  
and County of New York, one William  
Richter had in due form of law presented  
his petition to the Surrogate's Court  
of the County of New York, before  
the Honorable Daniel C. Rollins  
Surrogate of the said County of  
New York, that a decree of the said  
Court issue, appointing him the  
said William Richter, administrator  
of the goods, chattels and credits  
of Annalia Richter, then lately before  
deceased, and that letters of ad-  
ministration upon the said goods  
chattels and credits be granted to  
him the said William Richter =  
And thereupon proceedings were  
had in the said Surrogate's Court  
before the said the Honorable Daniel



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C. Collins, Surrogate as aforesaid, in due form of law, upon the said petition and application, and thereafter and whilst the said proceedings upon the said petition and application were yet pending in the said Surrogate's Court, it was required by the said Surrogate's Court, and made necessary, that the said William Richter should enter into a recognizance and obligation, with sufficient sureties, in the sum of One Hundred and fifty dollars, to the People of the State of New York, conditional upon the faithful execution by the said William Richter of the trust reposed in him as administrator of the goods, chattels and credits aforesaid, and upon his obeying all lawful decrees and orders of the said ~~the~~ Surrogate's Court of the County of New York, touching the administration of the estate committed to him. And thereupon to wit: on the <sup>said</sup> eighth day of July in the year aforesaid, the said Charles C. Foxworth, late of the City and County aforesaid, in his own

proper person, came and appeared  
 before one George E. Best Esquire, then  
 and there being a Notary Public in  
 and for the City and County of New  
 York, and then and there, to wit: at  
 the City and County aforesaid, did  
 himself as a surety for the said  
 William Richter, upon the said  
 recognizance and obligation. (The, the  
 said George E. Best Esquire, Notary  
 Public as aforesaid then and there  
 having full and competent power  
 and authority to take affidavits  
 of justification of recognizances, and  
 to administer oaths to sureties  
 making such affidavits) And the  
 said Charles C. Supervisory, by and before  
 the said George E. Best Esquire, Notary  
 Public as aforesaid, was then and  
 there duly sworn, and did make and  
 subscribe a certain affidavit in  
 writing of him the said Charles C.  
 Supervisory containing divers allegations  
 and statements of and concerning his  
 sufficiency as a surety upon the re-  
 cognizance and obligation aforesaid,  
 and did then and there take this  
 oath,  
 corporal touching and covering the  
 matters contained in this said



affidavit in writing (he, the said  
 George F. Best Esquire, Notary Public  
 as aforesaid, then and there having  
 full and competent power and au-  
 thority to administer the said  
 oath to the said Charles C. Sperry  
 in that behalf. And the said  
 Charles C. Sperry, being so sworn  
 as aforesaid, before the said George F.  
 Best Esquire, Notary Public as aforesaid,  
 then and there, to wit: on the  
 said 25th day of July in the year  
 aforesaid, at the City and County of  
 said, to prevent the said George F.  
 Best Esquire, Notary Public as aforesaid,  
 and the said the Supreme Court  
 of the County of New York from  
 knowing the true circumstances  
 and property of him the said Charles  
 C. Sperry, did then and there,  
 upon this oath aforesaid, in and by  
 this said affidavit in writing and  
 signed and concerning his office  
 as a surety upon the recognizance  
 and obligation aforesaid, feloniously,  
 wickedly, wilfully, knowingly and  
 corruptly, falsely swear, depose  
 and say, amongst other things, in  
 substance and to the effect set

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showing, that is to say:

That the said Charles C. Sperry was then a free holder, and then owned in his own right real estate in the City of New York, consisting of a house and lot, number 23 Spring Street, and that the same was then of the value of not less than thirty thousand dollars, and was then subject to no incumbrance except a mortgage of fifteen thousand dollars. That there were then no unsatisfied judgments or executions against him, and that he was then worth in good property not less than one hundred and fifty dollars over and above all debts, liabilities and lawful claims against him, and all debts, incumbrances and lawful claims upon his property.

Whereas in truth and in fact the said Charles C. Sperry was not then a free holder, and did not then own in his own right real estate in the City of New York consisting of the said house and lot number 23 Spring Street.

And whereas in truth and in fact there were then debts and



of Collins, Pursuant as aforesaid,  
in due form of law, upon the said

affidavit in the  
satisfied judgments and executions  
against him, and he was not then  
worth in good property not less  
than one hundred and fifty dollars, and  
over and above all debts, liabilities  
and lawful claims against him, and  
and all his, incumbrances and  
lawful claims upon his property.

And whereas in truth and in  
fact all the matters aforesaid, so  
as aforesaid by the said Charles C. De  
Forsy, then and there, sworn  
to, deposed and said as true, were  
then and there in all things  
utterly false and untrue, as he  
the said Charles C. Forsy, then  
and there well knew.

And so the Grand Jury  
aforesaid do say: that the said  
Charles C. Forsy, by his own  
act and consent and of his  
own most wicked and corrupt  
mind, in manner and form  
aforesaid, then and there  
feloniously, wickedly, wil-  
fully, knowingly and corruptly  
did commit and  
corrupt perjury, to the great  
displeasure of Almighty God,

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to the evil example of all others  
in like cases of offending, 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.

Peter B. Olney  
District Attorney