

0605

BOX:

303

FOLDER:

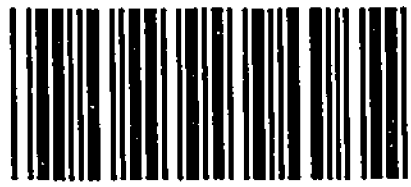
2886

DESCRIPTION:

Howard, J. P. Johnson

DATE:

04/13/88



2886

POOR QUALITY
ORIGINAL

0606

Bail reduced to \$2000.
June 4/88

W. Campbell
Hall of recorders
Regist. in office. Dr. J. J. J. J.

Herbert A. King
40 Wall St. 1st Lane Ave

Leopold G. J. J. J.

26 Park Place.

Carlitz & Ettinger

John M. J. J.

John J. J. J.

54 William R.

335 Broadway

Marc J. J. J.

21 Park Row.

Wm. J. J.

James J. J.

335 Broadway.

Please refer with as-

instant as to the

subpoena as since

the occurrence in this case,

before sending out

the subpoena to above

witnesses.

July 19/88; Bail increased
to \$5000. by Recorder

Counsel, *Singer*

Filed *13* day of *April* 1888

Pleads, *Magdalen*

THE PEOPLE

vs.

J. J.

J. P. Johnson Howard

Comd by Court

John R. Fellows

District Attorney.

Magdalen

A TRUE BILL.

W. J. J. J.

Prothon.

July 26. 1888.

Spied J. J.

W. J. J. J.

July 27/88. J. J.

This Indenture,

made the 27 (27) day
 of May in the year one thousand eight hundred and Eighty five Between
J. Johnson Howard and Annie A his wife of City of
Brooklyn County of Kings and State of New York parties of the first
part and William Coit of the same place party

of the second part;
 Whereas, the said parties of the first part are justly indebted
 to the said party of the second part, in the sum of Four thousand five hundred
and fifty dollars lawful money of the United States, secured
 to be paid by their certain bond or obligation bearing even date with these presents, in the penal sum
of nine thousand one hundred dollars lawful
 money as aforesaid, conditioned for the payment of the said first mentioned sum of Four thousand
five hundred and fifty dollars on demand with interest
 from date

As by the said bond or obligation, and the condition thereof, reference being thereunto had, may more fully
 appear. Now this Indenture Witnesseth, That the said parties of the first part, for the better
 securing the payment of the said sum of money mentioned in the condition of the said bond or obligation,
 with interest thereon, according to the true intent and meaning thereof, and also for and in consideration
 of the sum of one dollar to ~~them~~ in hand paid by the said party of the second part, at or before the
 enacting and delivery of these presents, the receipt whereof is hereby acknowledged, have granted
 bargained, sold, aliened, released, conveyed and confirmed, and by these presents do grant, bargain, sell,
 alien, release, convey and confirm unto the said party of the second part, and to his heirs
 and assigns forever, All those certain lots pieces or parcels of ground
 with the dwellings thereon situate lying and being in the
 City of Brooklyn County of Kings and State of New York bounded and
 described as follows All that certain lot with the dwelling
 thereon beginning at a point on the Northerly side of High Street
 at the corner of land formerly of Solomon Maxwell which is one
 hundred and fifty eight feet Easterly from the North easterly corner
 of High and Jay Streets running thence Northerly along land
 formerly of Solomon Maxwell one hundred and two feet thence
 Easterly parallel with High Street twenty two feet thence Southerly
 parallel with said land formerly of Solomon Maxwell one
 hundred and two feet to High Street and thence Westerly along
 the Northerly side of High Street twenty two feet to the point
 or place of beginning Also all that certain lot piece of land
 with the dwelling thereon known and designated by the number
 one hundred and nineteen High Street (119) but designated in an original
 deed as number (97) situate lying and being in the City of Brooklyn County
 of Kings and State of New York bounded and described as follows to wit begin-
 ning at a point on the Northerly side of High Street one hundred and fifteen
 (115) feet thereabouts Easterly from the Southerly corner of Jay and High Streets
 thence running Northerly along the land now or lately owned by
 Alva Robinson one hundred (100) feet thence Easterly parallel with High Street
 twenty three (23) feet to now or late of Joseph Moore thence along said Moore

land southerly to High Street one hundred (100) feet thence along the northerly side of High Street twenty three (23) feet to the point or place of beginning. Also all that certain lot with the dwelling house thereon beginning at a point on the northerly side of High Street distant ninety feet westerly from the northwesterly corner of Bridge and High Streets and running thence northerly parallel with Bridge Street seventy five feet thence easterly parallel with High Street twenty five feet thence southerly again parallel with Bridge Street seventy five feet to High Street thence westerly along the northerly side of High Street twenty five feet to the place of beginning. Also all that certain lot of ground and the dwelling situated thereon situate lying and being in the village of Williamstown in the County of Kings and State of New York and described on a Map of a piece of land in the village of Williamstown in said County drawn by J. E. C. City Surveyor October 1847 as lot number (358) bounded easterly in front by Brown Avenue twenty five feet westerly in the rear by parts of lots 289 and 290 twenty five feet northerly on one side by piece number 6 on said Map one hundred feet and southerly on the other side by lot number (259) on said Map one hundred feet. Also all that certain lot piece or parcel of land with the dwelling house thereon situate situate lying and being in the Village of Williamstown County of Kings and State of New York and described as follows to wit Beginning at a certain point on the southerly side of Varot Street distant 250 feet easterly from the Southeastly corner of Varot Street and Ewen Street and running thence southerly parallel with Ewen Street one hundred feet thence easterly parallel with Varot Street fifty feet thence northerly parallel with Ewen Street one hundred feet to the southerly side of Varot Street thence westerly along the southerly side of Varot Street fifty feet to the place of beginning. Also all those two certain adjoining lots with the buildings thereon situated in the 11th Ward of the City of Brooklyn State of New York which taken together are bounded as follows Beginning at a point on the westerly side of Fleet Street distant twenty five feet eight inches more or less southwardly from the intersection of the said line of Fleet Street with the westerly side of Fleet Place formerly East Street and thence running southwardly along Fleet Street forty three feet and seven inches more or less thence westwardly and parallel with Willoughby Street sixty feet and seven inches more or less thence northerly eighteen feet and ten inches more or less thence again northwardly nineteen feet and eleven inches more or less and thence again eastwardly and parallel with Willoughby Street aforesaid seventy seven feet and three inches to the place of beginning said lots and the houses thereon being known as 38 and 40 Fleet Street. Also all that certain lot with the building thereon situated in the 2nd Ward of the City of Brooklyn aforesaid bounded and described as follows Beginning at a point on the westerly side of Washington Street at a point distant one hundred (100) feet northerly from the northwesterly corner of Washington Street and Prospect Street and running thence northerly along Washington Street five feet (to land now or late of Frederick Gow) thence westerly along said last mentioned land parallel with Prospect Street fifty six feet and ten inches thence southerly and parallel with Washington Street twenty five feet and thence easterly and parallel with Prospect Street sixty six feet and ten inches to the point or place of beginning said premises being known as No 98 Washington Street. Also all that certain other lot with the building thereon in the City of Brooklyn aforesaid bounded and described as follows Beginning at a point on the westerly side of George Street thirty four feet southerly from the Southwesterly corner of Jay and Nassau Streets and thence running westerly in a line parallel with Nassau Street one hundred and two feet and nine inches thence southerly in a line parallel with Jay Street twenty four feet and six inches more or less to the land of W. F. Gowen thence easterly in a line parallel with Nassau Street one hundred and two feet and nine inches to the said westerly line of Jay Street and thence northerly along the westerly line of Jay Street twenty four feet and six inches more or less to the point or place of beginning. Also all that certain other lot piece or parcel of ground situate lying and being in the City of Brooklyn aforesaid being part of the estate formerly belonging to John Rapelyea and distinguished on a Map of said estate made on a partition thereof between Henry Sands and Joshua Sands and comprised in the moiety of said estate which was adjudged upon said partition to Henry Sands which Map is on file in the County Register's office by lot number 374 bounded westerly by Pearl Street southerly by lot number 375 on said Map easterly by a line in continuation of the West line of lot No 362 on said Map extending southerly and northerly by lot No 375 on said Map containing in front and rear twenty five feet and in length on each side twenty five feet.

POOR
ORIGI

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof: And also, all the estate, right, title, interest ~~and right of~~ ^{and right of} ~~the~~ ^{the} 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 party of the second part ~~his~~ heirs and assigns, to ~~him~~ or their own proper use, benefit and behoof forever.

Provided always, and these presents are upon this express condition, that if the said parties of the first part their heirs, executors, or administrators, shall well and truly pay unto the said party of the second part, ~~his~~ executors, administrators or assigns, the said sum of money mentioned in the condition of the said bond or obligation and the interest thereon, at the time and in the manner mentioned in the said condition according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void. And the said parties of the first part for themselves and their heirs, executors and administrators, do covenant and agree, to pay unto the said party of the second part, ~~his~~ executors, administrators, or assigns, the said sum of money and interest as mentioned above and expressed in the condition of the said bond. And if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part, ~~his~~ heirs, executors, administrators and assigns, to enter into and upon all and singular the premises hereby granted or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said parties of the first part, their heirs, executors, administrators or assigns, therein, at public auction according to the act in such case made and provided: And as the attorney of the said parties of the first part, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed, or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase money, (if any there shall be,) unto the said parties of the first part ~~of the first part, their~~ heirs, executors, administrators or assigns; which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said parties of the first part, ~~heirs and assigns, and all other persons claiming or to claim the premises or any part thereof, by, from, or under or either of them or either of them, or either of them.~~ ^{to these presents} ~~or either of them.~~

In Witness whereof the said parties ^{to these presents} 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
on page 2 lines 48-49-50
51-52-53-54-55 marked out with
Red Ink before execution

John Curran

J P Johnson Howard (LS)
Anne A Howard (PS)

08
POOR
ORIGI

State of New York

County of Kings

City of Brooklyn

ss.

On this 27th day of May of our Lord
eight hundred and Eighty, five before me personally came J P Johnson Howard
and Annie A his wife

personally
to me known, and known to me to be the individuals described in, and who executed the foregoing
instrument, and they severally acknowledged, that they executed the same for the purposes
therein mentioned

John Currie Notary Public Kings Co NY

Recorded June 20 1885 at 55 mins past 11 am

1749
534 State of New York ss. I William H Murtha Register of the County of Kings do hereby
County of Kings certify that the foregoing has been compared with the original record
in my office in Liber 1749 of Mortgages page 534 and that it is a true
copy thereof and of the whole of such original record

Witness my hand and official seal this
27 day of June 1888

W H Murtha
Register

J P Johnson Howard

to

William Coit

Mortgage.

Dated

18

Properly
No 21
July 24 1888

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This Indenture, made the Fifteenth day
of December in the year one thousand eight hundred and eighty three Between
Henrietta M^c Cartney of the City of Brooklyn in County of Kings &
State of New York (unmarried) party of the first part and Thomas
M^c Cartney of the same party

of the second part, **Witnesseth**, That the said party of the first part, for and in consideration of the
sum of three thousand five hundred dollars,
lawful money of the United States of America, to her in hand paid, by the said party of the
second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowl-
edged, hath granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these
presents doth 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 lot**
piece or parcel of land situate lying and being in the City of
Brooklyn in County of Kings and State of New York bounded and described
as follows to wit Beginning at a point on the northerly side of
St Marks Avenue (formerly Wyckoff Street) distant one hundred and
seventy five feet westerly from the northwesterly corner of Grand Avenue
thence running northerly on a line parallel with Grand Avenue
one hundred and seventy three feet more or less to the line of land
late of Cornelius Clef thence northwesterly along said line formerly
of Van Clef twenty six feet six inches to a point one hundred
& seventy five feet westerly in a straight line from Grand Avenue
thence southerly and on a line parallel with Grand Avenue one
hundred and eighty two feet more or less to St Marks Avenue above
said and thence easterly along the same twenty five feet to the
point or place of beginning

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in
anywise appertaining, and the reversion and reversions, remainder 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 party of the first
part, of, in or to the above described premises, and every part and parcel thereof, with the appurtenances,
To have and to hold all and singular the above mentioned and described premises, together with the
appurtenances, unto the said party of the second part, his heirs and assigns for ever.
And the said Henrietta M^c Cartney for herself her
heirs, executors and administrators, doth covenant, promise and agree to and with the said party
of the second part, his heirs and assigns, that she hath not made, done, committed,
executed, or suffered any act or acts, thing or things whatsoever, whereby or by means whereof, the above
mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter, shall or
may be impeached, charged or incumbered, in any manner or way whatsoever.

In Witness whereof, the said party of the first part, hath hereunto set her hand and
seal the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

the interlineation in line 7 and erasure
in line 17 of description both made before
execution Joseph Kelly

Henrietta M^c Cartney (S)

State of New York
City of Brooklyn
County of Kings } ss.

On the 15 day of December in the year one thousand
eight hundred and Eighty three before me personally came Henrietta M. Carney

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

Joseph Kelly Notary Public Kings Co

Recorded December 15 1883 at 45 minutes past 1 PM

1535
172
State of New York I William Hollister Register of the County of Kings do
County of Kings hereby certify that the foregoing has been compared with
the original record in my office in Vol 1535 of Conveyances
page 172 and that it is a true copy thereof and of the whole
of such original record

Witness my hand and official seal
this 12 day of July 1888

Wm H Hollister
Register

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POOR Q
ORIGINAL

Proper Ex^{tn} 11th July 13th 1888

Henrietta McCartney
to
Thomas McCartney

Deed.

Dated

18

This Indenture, made the with day

of September in the year one thousand eight hundred and fifty nine Between George G Reynolds a REFEREE duly appointed as hereinafter mentioned, of the first part, and residing in the City of Brooklyn, Kings County State of New York party of the first part vs Thomas M. Eastman of the same place party of the second part.

Whereas at a term of the County Court of Kings County held at the City Hall in the City of Brooklyn on the 30 day of June one thousand eight hundred and fifty nine before Honorable S. D. Morris County Judge it was among other things heard and adjudged by

on the day of one thousand eight hundred and it was, among other things, ordered and adjudged by the said Court, in a certain action then depending in the said Court, between Thomas Stewart and others Plaintiffs and George Stewart and others Defendants

That all and singular the ~~mortgaged~~ premises mentioned in the complaint in said action, and, in said judgment described, or so much thereof as might be sufficient to raise the amount due to the plaintiff for principal, interest and costs in said action, and which might be sold separately, without material injury to the parties interested, be sold at public auction according to the course and practice of said Court, by or under the direction of the said party of the first part as Referee thereby, duly appointed for that purpose: that the said sale be made together with the appurtenances thereto belonging or in anywise appurtening, should be sold by and under the direction of the said George G Reynolds the referee appointed in such action

that the said Referee give public notice of the time and place of such sale, according to the course and practice of said Court, and that any of the parties in the said action might become a purchaser or purchasers on such sale; that the said Referee execute to the purchaser or purchasers of the said mortgaged premises, or such part or parts thereof as should be sold, a good and sufficient deed or deeds of conveyance for the same.

After the said Referee had given the public notice of the time and place of sale required by law

George G Reynolds as aforesaid And Whereas, the said Referee, in pursuance of the said order and the 18th day of August 1859 one thousand eight hundred and sell at Public Auction at in front of the City Hall in said City

mentioned in said order after having given public notice of the time and place of such sale being first and a brief description of the said premises in conformity with the order of said Court, and the premises hereinafter described were struck off to the said party of the second part to their presents at and for the

for the sum of One thousand one hundred and twenty five dollars

that being the highest sum bid for the same.

Now this Indenture Witnesseth, That the said Referee, the party of the first part to these presents, in order to carry into effect the sale so made by him as aforesaid, in pursuance of the judgment of the said Court, and in conformity to the statute in such case made and provided, and also in consideration of the premises, and of the said sum of one thousand one hundred and twenty five dollars to him in hand paid

~~aforsaid, being first duly paid~~ by the said party of the second part, the receipt whereof ^{confessed and} is hereby acknowledged, ~~Both~~ bargained and sold, and by these presents ~~Both~~ grant and convey unto the said party of the second part All that certain lot piece or parcel of ground situate lying and being in the (Village) now City of Brooklyn aforesaid and known and distinguished on a certain map of property of Joshua Sands made by Jeremiah Lott Esq. Surveyor the Seventeenth day of September 1821 and recorded in the office of the Clerk of Kings County in Liber No 5 of Mortgages between pages 142 and 143) as lot number forty two bounded as follows to wit Beginning two hundred and seventy five feet Easterly from the South Easterly corner of Jay and Chapel Streets on the Southernly side of Chapel Street running thence Southernly along Lot number ~~forty one~~ ⁴⁴ forty one belonging to William C Smith one hundred feet to land lately of Henry Sands thence Easterly along the land late of Henry Sands twenty five feet to lot number forty three thence Northernly along lot number forty three one hundred feet to Chapel Street thence Westerly along Chapel Street twenty five feet to the place of beginning. Together with the appurtenances thereunto belonging or in any wise appertaining

To have and to hold all and singular the premises above mentioned and described, and hereby conveyed, ~~or intended to be~~, unto the said party of the second part his heirs ^{and assigns} and assigns, to the sole ~~their own~~ proper use, benefit and behoof, for of the said party of the second part his heirs and assigns forever

In Witness whereof, The said party of the first part ~~has~~ ^{has} hereunto set his hand and seal, the day and year first above written. Referee as

Sealed and delivered in the presence of

Samuel Garrison

Geo G Reynolds Referee (25)

State of Kings }
County of Brooklyn } ss.
City of Brooklyn

On the Seventh day of September in the year one thousand
eight hundred and a D 1859 before me personally came George G Reynolds

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.

Samuel Garrison Comr of Deeds

509

Recorded September 7 1859 at 10 m past 3 m

9 State of New York ss I William H. Mather Register of the County of Kings do hereby
County of Kings certify that the foregoing has been compared with the original
record in my office in Vol 509 of Conveyance page 9 and that
it is a true copy thereof and of the whole of such original record
Witness my hand and official seal this

12 day of July 1888

W. H. Mather
Register

08

POOR Q
ORIGIN



**POOR
ORIGI**

Prople's Ex No. 13
July 13th 1888

George G. Reynolds
to
Thomas McCartney

Referee's Deed.

Dated _____ *18* _____

468 1/2 1/2
350
100

This Indenture,

made the Twenty seventh day of January
in the year of our Lord one thousand eight hundred and Sixty eight
Between
William Ephs of the City of Brooklyn County of Kings and
State of New York (unmarried) party of the first part and
Mary W. Cartney wife of Thomas W. Cartney of the
City County and State aforesaid party

of the second part. **Witnesseth,** That the said party of the first part, for and in consideration
of the sum of Three thousand three hundred (\$3300) Dollars,
lawful money of the United States of America, to him in hand paid by the said party of
the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby
acknowledged, and the said party of the second part, her heirs, executors, and administrators, forever
released and discharged from the same, by these presents, ~~He~~ granted, bargained, sold, aliened,
remised, released, conveyed, and confirmed, and by these presents ~~Doth~~ grant, bargain, sell, alien,
remit, release, convey, and confirm, unto the said party of the second part, and to her heirs
and assigns, forever, **All** those three certain lots pieces or parcels of
land situate lying and being in the said City
of Brooklyn ^{known and designated as containing maps of property} in the eighth Ward of the City of Brooklyn
lately belonging to Henry Story conveyed July 1855 by R.
Tolford City Surveyor and intended to be filed in the
office of the Clerk of the County of Kings aforesaid as
lots numbers 500 (five hundred) 501 (five hundred and one)
and 502 (five hundred and two) as laid down on said
Map which said lots taken together are bounded and
contain as follows to wit Northwesterly by the Fifth Avenue
as laid down on said Map seventy five feet (75 ft) North
easterly by Twentieth Street as laid down on said Map one
hundred feet (100 ft) Southeasterly by lot number five hundred
and eight (508) as laid down on said seventy five feet (75 ft)
and Southwesterly by lot number five hundred and three as
laid down on said Map one hundred feet (100 ft) and
also all the right title and interest and estate of the said
party of the first part in and to the Street and Avenue
adjoining and fronting on the said lots hereby conveyed to
the middle of said Street and Avenue Subject to the use thereof
by all the other owners of lots laid down on said Map and by
the public generally as a public Street and Avenue as laid
down on said Map and to be opened and remain open
accordingly

08
POOR
ORIGIN

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder 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 party 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, her heirs and assigns, to her and their own proper use, benefit and behoof, forever.

And the said William Selphs for himself his heirs, executors and administrators, doth hereby covenant, grant and agree to and with the said party of the second part, her heirs and assigns, that the said William Selphs 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 hath 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, her 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 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 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 him or 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, her 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, conveyances 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 party of the second part her heirs and assigns, forever, as by the said party of the second part, her heirs or assigns, or her or their counsel learned in the law, shall be reasonably devised, advised or required.

And the said William Selphs 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, her 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 hath hereunto set his hand
and seal the day and year first above written.

Sealed and delivered in the presence of
the words twenty seventh
January written over erased
before execution

C. C. Jones

William Selphs (LS)

State of New York,
City of Brooklyn } ss.
County of Kings

On this twelfth day of May in the year of our Lord one
thousand eight hundred and Sixty eight before me personally came William
Selphs

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

Orville A. Jones Town of Deeds

Recorded May 12 1868 at 30 minutes past 3 PM.
State of New York } ss. I William H. Murtha Register of the County of Kings do hereby certify that the
County of Kings } foregoing has been compared with the original record in my office in Liber 824 of
conveyances page 104 and that it is a true copy thereof and of the whole of such original
record

Witness my hand and official seal this
10 day of July 1868

W. H. Murtha
Register

08

POOR Q
ORIGIN

Prople's Ex.
No 74
July 13th 1888

William Phelps

to

Mary McCarney

DEED.

Dated

18

This Indenture, made the Sixth day

of September in the year one thousand eight hundred and Fifty nine Between
 Thomas Stewart and Rebecca his wife James Stewart and Susan
 his wife Mary Kelly and James Kelly her husband Elizabeth Stewart
 John Stewart William Stewart David Stewart Phibe Jane Van Alen
 and Ralph Van Alen her husband Alexander Stewart Daniel Stewart
 Almira Chappell and Abner Chappell her husband Joseph Bailey and
 Maria Stewart and Eliza Rich wife of Henry Rich of the City of Brooklyn
 County of Kings and State of New York parties of the first part and Thomas
 M^cCartney of the same place party

of the second part, **Witnesseth**, That the said parties of the first part, for and in consideration of the
 sum of One dollar

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 enrolling and delivery of these presents, the receipt whereof is hereby acknowledged,
 have, remised, released and quit-claimed, and by these presents do grant, remise, release and quit-claim,

unto the said party of the second part, and to his heirs and assigns forever, **All** that certain
 lot piece or parcel of ground situate lying and being in the
 village (now City) of Brooklyn aforesaid and known and
 distinguished on a certain Map of property of Joshua Sands
 Sands made by Jeremiah Lott Esq surveyor the Seventeenth day
 of September 1821 and recorded in the office of Clerk of Kings
 County in Liber No 5 of Mortgages between pages 142 and 143)

as lot number forty four bounded as follows to wit Beginning
 two hundred and seventy five feet Eastward from the Southeastly
 corner of Jay and Chappell Streets on the Southly side of Chapel-
 Street running thence Southward along lot number forty one belonging
 to William C Smith one hundred feet to land late of Henry
 Sands thence Eastward along the land late of Henry Sands twenty
 five feet to lot number forty three thence Northward along lot
 number forty three one hundred feet to Chapel Street thence
 Westward along Chapel Street twenty five feet to the place of
 beginning being the same premises conveyed to said
 Thomas M^cCartney by George G Reynolds Referee by Referees deed
 bearing even date herewith and so conveyed under and
 by virtue of a certain action in partition in the County Court
 of Kings County between James Stewart and others plaintiffs
 and George Stewart and others defendants the proceedings in
 which action are hereby approved and confirmed

POOR
ORIGI

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest dower right of dower property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the above described premises, and every part and parcel thereof, with the appurtenances. To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, for ever.

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

Sealed and delivered in the presence of
The words granted and
grant first interlined
Saml Garrison

Thomas Stewart	(25)
Rebecca Stewart	(25)
James Stewart	(25)
Susan ^{her} Stewart _{man}	(25)
Mary A Kelly	(25)
Eliza Stewart	(25)
John C Stewart	(25)
David S Stewart	(25)
Phebe Jane Van Natta	(25)
Alexander Stewart	(25)
Daniel B Stewart	(25)
Almira Chappel	(25)
W ^m H Stewart	(25)
George F Stewart	(25)
Eliza Rich	(25)

State of
Kings or County
City of Brooklyn
County of Brooklyn

ss.

On the 16 day of September in the year one thousand eight hundred and A.D. 1859 before me personally came Thomas Stewart and Rebecca his wife and James Stewart and Susan his wife and Mary Kelly wife of James Kelly John Stewart David Stewart Eliza or Elizabeth Stewart Phebe Jane Van Orta wife of Ralph Van Orta Alexander Stewart Daniel B Stewart Almira Chappell wife of Alonzo Chappell and William H Stewart and on the twenty seventh day of said September 1859 before me also came George F Stewart and Eliza Rich wife of Henry Rich all of whom are to me severally known to me to be known, and known to me to be the individuals described in, and who executed the foregoing conveyance instrument, and severally acknowledged that they executed the same. And the said Rebecca Stewart and Susan Stewart Mary Kelly Eliza or Elizabeth Stewart Phebe Jane Van Orta Almira Chappell and Eliza Rich each acknowledged to me on a private examination apart from her husband that she executed the same freely and without any fear or compulsion of her husband.

Samuel Garrison Commin of deeds

Recorded February 25th 1860 at 10 AM

520

26

State of New York ss. I William H. Murtha Register of the County of Kings do hereby certify that the foregoing has been compared with the original record in my office in Vol 520 of Conveyances page 26 and that it is a true copy thereof and of the whole of such original record.

Witness my hand and official seal

this 12 day of July 1888

W. H. Murtha
Register

Proper Ref No. 12

July 13th 1888.

Thomas Stewart
et al.

to

Thomas McCartney

Quit-Claim Deed.

Dated..... 18

W. McCartney

POO
ORIC

This Indenture,

made the Eighth day of January
in the year of our Lord one thousand eight hundred and Seventy nine
Between
Harriet A Butler of Brooklyn Kings County New York
party of the first part and J P Johnson Howard of said
City and County party

of the second part, **Witnesseth**, That the said party of the first part, for and in consideration of the sum of Eight thousand Dollars,

lawful money of the United States of America, to her in hand paid by the said party of the second part, at or before the enrolling 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, **Has** 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 lot piece or parcel of land situate

lying and being in the said City of Brooklyn bounded and described as follows to wit Beginning at a point on the Southern side of Varet Street distant two hundred and seventy five (275) feet Easterly from the Southern corner of Varet and Green Streets one hundred (100) feet thence Easterly parallel with Varet Street fifty (50) feet thence parallel with Green Street one hundred (100) feet to the Southern side of Varet Street thence Westerly along the Southern side of Varet Street fifty (50) feet to the point or place of beginning **Also** all that certain lot piece or parcel of land situate in said City of Brooklyn being a part of the Estate formerly belonging to John Rapelyea and distinguished on a Map of said Estate made in a partition thereof between Henry Sands and Joshua Sands and compounded in the moiety of said Estate which was adjudged upon the said partition to Henry Sands which Map is on file in Kings County Register office by lots No 374 bounded Westerly by Pearl Street Southernly by lot No 373 Easterly by a line in continuation of the Westerly line of lot No 362 on said Map extending Southernly and Northernly by lot No 375 on said Map containing in front and rear twenty five (25) feet and in length on each side seventy five (75) feet **Also** all that tract or parcel of land situate in the North Ward of the City of Brooklyn and bounded and described on a Map entitled property at Bedford in North Ward of the City of Brooklyn made by A Martin City Surveyor 1835 as lots numbered 295 296 297 298 299 300 301 and 302 which lots taken together are bounded as follows Beginning at a point on the Easterly side of Jefferson Avenue as laid out on said Map distant seven hundred and forty two (742) feet Southernly from the corner formed by the intersection of said Jefferson Avenue with the Southern side of a strip of land then belonging to the Brooklyn and Jamaica Rail Road Company running thence Easterly along the Southern side of lots 293 and 294 on said Map two hundred and nine (209) feet to land now or formerly of Widow Sarah Telford running thence Southernly along the last mentioned land one hundred (100) feet to the Northernly

side of lot No 304 on said map thence running
Westerly along the Northern side of lots Nos 303 and 304 on said
map two hundred and eight (208) feet to Jefferson Avenue thence
running Northernly along the Eastern side of Jefferson Avenue
one hundred (100) feet to the place of beginning

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or
in anywise appertaining; and the reversion and reversions, remainder 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 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 him and their own
proper use, benefit and behoof, forever.

And the said party of the first part ^{for herself her} heirs, executors and administrators, doth ^{covenant, grant and agree to} and with the said party of the second part, his heirs and assigns, that the said party of the first part ^{at the time of the sealing and delivery of these presents were} 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 has 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 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 her 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 her or 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 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 so intended to be, in and to the said party of the second part his heirs and assigns, forever, as by the said party of the second part, his heirs or assigns, or his ^{their counsel learned in the law, shall be reasonably} ~~devised~~ advised or required.

And the said party of the first part ^{and her 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 her 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 has ~~hereto~~ set her hand and seal the day and year first above written.

Sealed and delivered in the presence of

Samuel B Medington

^{her} Harriet X A Butler (25)
^{mark}
^{his} John X Butler (25)
^{mark}

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

On the eighth day of January in the year one thousand eight hundred and Seventy nine before me personally came Harriet A Butler

to me personally known, and known to me to be the individual described in and who executed the foregoing ^{instrument} ~~conveyance~~, and who acknowledged to me that she executed the same.

(15) State of New York } Geo R Jaques Notary Public Kings Co Certificate on file M. Co
City of New York } ss One the 4th day of August in the year one thousand
County of New York } eight hundred and seventy nine before me personally came
John Butler known to me to be the individual described
in and who executed the foregoing instrument and
who acknowledged that he executed the same.

(25) State of New York } ss I Hubert C Thompson Clerk of the City and County
City and County of New York } of New York and also Clerk of the Supreme Court
for the said City and County of New York the same being a Court of Record
as hereby certify that Geo R Jaques has filed in the Clerks office of the County of New York
a certified copy of his appointment as Notary Public for the County of Kings with his
autograph signature and was at the time of taking the proof or acknowledgment of the
aforesaid instrument duly authorized to take the same and further that I am well
acquainted with the handwriting of such Notary and duly believe that the
signature to the said certificate of proof or acknowledgment is genuine. I further
certify that said instrument is executed and acknowledged according to
the laws of the State of New York in testimony whereof I have hereunto set my
hand and affix the seal of the said Court and County the 5th day of August
1879 Hubert C Thompson Clerk

Recorded August 5. 1879 at 45 mins past 3 o'clock

Proles Ex. No. 9
July 23rd 1888

Harriet A Butler
to

J P Johnson Howard

DEED.

Dated

18

8 lbs on Jefferson Ave

State of New York William H. Mather Register of the County of Kings
County of Kings I do hereby certify that the foregoing has been compared
with the original record in my office in the 1362 of
envelope page 523 and that it is a true copy thereof
and of the article of such original record
Witness my hand and official seal this
27 day of June 1888

W. H. Mather
Register

Supreme Court
City and County of New York

Julius Leezynsky
vs
against

Samuel H. Leezynsky
Appel

Please to take notice that the plaintiff and
respondent herein, and the undersigned as his
attorneys, except to the sufficiency of Thomas
McCartney and J. P. Johnson Howard, the
sworn upon Defendant's undertaking on the
appeal to the General Term of this Court,
filed in the office of the Clerk of the City and
County of New York on or about November 12th
1887, and to the sufficiency of each of said
sworn, and to the form and sufficiency of
said undertaking
November 16th 1887.

Done at

Stuart Myers

Attys for plff and resp

To
Morris Goodhart Esq
Scty Attys

POOR QUALITY
ORIGINAL

0631

Proces 4. No. 86
July 23rd 1888
N.Y. Supreme Court.

Julius Learymshy.

agst.

Samuel H. Learymshy.

Notice of Exception.

STERN & MYERS,

Attorneys for *Julius Learymshy*.

40 WALL STREET,

NEW YORK.

Service of a copy of the
verdict admitted.

November 16th 1888

Merrill

Deft. Atty.

POOR QUALITY
ORIGINAL

0632

Supreme Court

City and County of New York

X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X

Julius Leszynsky

Plff.

Against

Samuel F. Leszynsky

Def.

X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X

NOTICE OF JUSTIFICATION.

Sirs: Take notice that the sum of the Undertaking given by the defendant upon the Appeal herein to the General Term of this Court will justify as good and sufficient before one of the Justices of this Court at the Chambers thereof in the Court House in the City of New York on the 22nd. day of November 1937 at 11 o'clock A.M. of that day, at which time the said Undertaking will be presented to said Justice for approval.

Dated N.Y. November 17th. 1937.

Yours So.

Morris Goodhart

Atty. for Def. & Appeal.

40 William Street, N.Y.

To Hon. 3 Judges Judges.

Atty. for Plff. & Record.

POOR QUALITY
ORIGINAL

0633

Re Peoples Ex. No. 7
June 23rd 1888
U. S. Supreme Court

Julius Learymashy

agent

Samuel H. Learymashy

Office of Justification

Morris Merchant

att. for Dept. & app.

Ad. 25 Williams St.

NY

to Henry & William Leary

att. for Dept. & app.

POOR QUALITY
ORIGINAL

0634

30.1

Supreme Court
City and County of New York

W. H. HARRINGTON & Co., Law Stationers and Printers, 51 Nassau St., N. Y.

Julius Leszynsky
against
Samuel H. Leszynsky
Def. & Resp.
Plff. & Appell.

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

Whereas on the Twenty Seventh day of October -- 18 87, in the
Supreme Court, City and County of New York, Julius
Leszynsky the above-named respondent recovered a judgment
against Samuel H. Leszynsky the above-named appellant, for
the sum of Twelve thousand, Nine hundred and Seventy
one Dollars and Twenty Six Cents (\$12971.²⁶/₁₀₀)

And the above-named appellant feeling aggrieved thereby intend to appeal therefrom to
the General Term of the Supreme Court in and for
the First Department

Now, Therefore, we Thomas M. McCartney of
No. 190 Wyckoff Street in the City of Brooklyn
and J. P. Johnson Howard of No. 119 High Street
in the City of Brooklyn do hereby, pursuant to the Statute in such case
made and provided, jointly and severally undertake that the said appellant will pay all costs and
damages which may be awarded against him on said appeal, not exceeding five hundred
dollars, and that if the said judgment so appealed from, or any part thereof, be affirmed, or the appeal be
dismissed, the said appellant will pay the sum recovered or directed to be paid by the said judgment, or
the part thereof as to which it shall be affirmed.

Dated my November 11th 18 87 Thomas M. McCartney
his
mark
J. P. Johnson Howard

STATE OF NEW YORK,

City and County of New York

one of the subscribers to the foregoing undertaking, being
duly sworn, says that he is a resident and free holder within this State, and is worth the
sum of Twenty Seven thousand dollars
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 11th day of November 18 87
of November 18 87
Wesley Lyon
Notary Public, N.Y. Co. No. 160

STATE OF NEW YORK,

City and County of New York

one of the subscribers to the foregoing undertaking, being
duly sworn, says that he is a resident and free holder within this State, and is worth the
sum of Twenty Seven thousand dollars
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 11th day of November 18 87
of November 18 87
Wesley Lyon
Notary Public, N.Y. Co. No. 160

City and County of New York

I Certify That on this 11th day of November 18 87, before me
personally appeared the above-named Thomas M. McCartney and
J. P. Johnson Howard
to me personally known, and known to me to be the individuals described in, and who executed the above
undertaking, and severally acknowledged that they executed the same.

Wesley Lyon
Notary Public, N.Y. Co.
No. 160

POOR QUALITY
ORIGINAL

0635

Please take notice that within is a true copy of an Undertaking on Appeal from a Judgment in the within-entitled action; duly ~~approved and~~ filed this 12th day of November, 1887, in the office of the Clerk of the City and County of New York, at the
in the
of

Dated: N.Y. November 12th 1887.

Yours, &c.,

To Stern & Myers Esqrs
Attys for Respondts.

Morris Gussak
Appellant's Attorney
Wm. H. H. H.
Att'y

Pro Ex. No. 10
July 23rd 1888.
Sup. Supreme Court.

Julius Lozinsky
against
Samuel Lozinsky

copy
Undertaking on Appeal
from a Judgment.

Morris Gussak
Att'y for Appellant
48 Williams
NY

I hereby approve the within Undertaking.

Dated

Due service of copy of Undertaking, of which within is a copy, and of notice of filing thereof, endorsed hereon, admitted this day of 1887.

To Stern & Myers Esqrs
Attys for Respondts.

POOR QUALITY
ORIGINAL

0636

Names of Parties against whom Judgments have been obtained.

Names of Parties in whose favor Judgments have been obtained.

Jacob P. J. Howard

Emeline J. Howard

Where Perfected.	When Perfected.	H. M.	Transcript Filed.	H. M.	Damages and Costs.	Attorney.	When Satisfied.
City Court of Brooklyn	1886 Nov 16 10 37		1886 Nov 16 10 45		246 84	Michl Gru 44 Court	

County Clerk's Office,
KINGS COUNTY.

July 20th 1888

SS.

I, JOHN M. RANKEN, Clerk of the County of Kings, do hereby CERTIFY that the above is a true and correct transcript from the Docket of Judgments kept in my office, and that said Judgment is satisfied of record.

John M. Ranken

CLERK.

POOR QUALITY
ORIGINAL

0637

*Prople's Est.
Nov. 19 K. W. 1888.
July 25th 1888.*

KINGS COUNTY.

Against

TRANSCRIPT.

POOR QUALITY
ORIGINAL

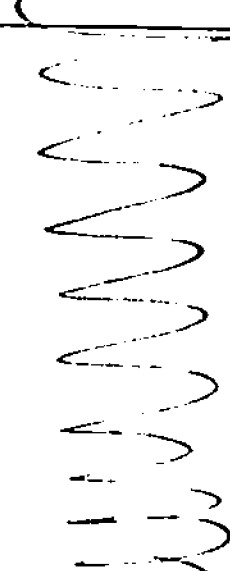
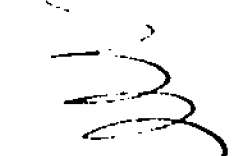
0638

Names of Parties against whom Judgments have been obtained.

Names of Parties in whose favor Judgments have been obtained.

J. P. Johnson Howard

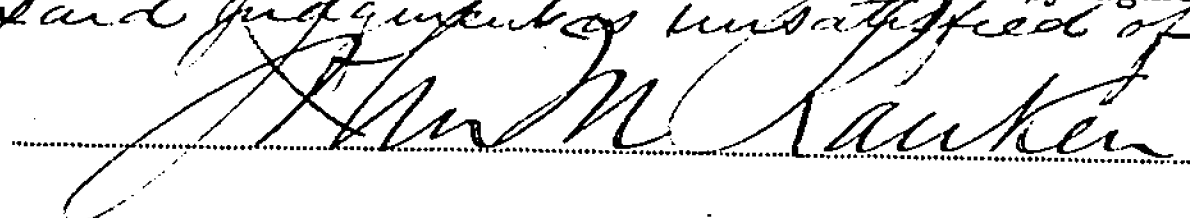
Peter Mation

Where Perfected.	When Perfected.	H. M.	Transcript Filed.	H. M.	Damages and Costs.	Attorney.	When Satisfied.
Courthouse Justice	1886 Apr 26		1886 Apr 27	2.35	70.15		Released as to Certain property per Release filed Sept 22 1886 

County Clerk's Office,
KINGS COUNTY.

ss.

I, JOHN M. RANKEN, Clerk of the County of Kings, do hereby CERTIFY that
the above is a true and correct transcript from the Docket of Judgments kept in my office, and
that said judgments are duly filed of record.

 CLERK.

July 20th 1888

POOR QUALITY
ORIGINAL

0639

KINGS COUNTY.

Against

TRANSCRIPT.

Popoos 64.
no. 19^a - July 25th 1888.

POOR QUALITY
ORIGINAL

0640

Names of Parties against whom Judgments have been obtained.

J. P. Johnson Howard

Names of Parties in whose favor Judgments have been obtained.

*Samuel C. Wait
Samuel Adams*

Where Perfected.	When Perfected.	H. M.	Transcript Filed.	H. M.	Damages and Costs.	Attorney.	When Satisfied.
<i>Courtesy Justice</i>	<i>1887 Feb 14</i>		<i>1887 Feb 16</i>	<i>12.10</i>	<i>8871</i>		<i>[Signature]</i>

County Clerk's Office,
KINGS COUNTY.

July 20th 1888 } ss.

I, JOHN M. RANKEN, Clerk of the County of Kings, do hereby CERTIFY that the above is a true and correct transcript from the Docket of Judgments kept in my office, and that said judgment is paid and free of record.

John M. Ranken CLERK.

POOR QUALITY
ORIGINAL

0641

Ex.
Proper 19 d.
W. July 25th 1888

KINGS COUNTY.

Against

TRANSCRIPT.

POOR QUALITY
ORIGINAL

0642

Names of Parties against whom Judgments have been obtained.

J. P. Johnson Howard

Names of Parties in whose favor Judgments have been obtained.

Annie E. Richardson

Where Perfected.	When Perfected.	H. M.	Transcript Filed.	H. M.	Damages and Costs.	Attorney.	When Satisfied.
Courthouse Justice	1887 Feb 14		1887 Feb 4	2.48	74.85		

County Clerk's Office,
KINGS COUNTY.

July 20th 1888

SS.

I, JOHN M. RANKEN, Clerk of the County of Kings, do hereby CERTIFY that
the above is a true and correct transcript from the Docket of Judgments kept in my office, and
that said judgment is up to the point of record.
John M. Ranken CLERK.

POOR QUALITY
ORIGINAL

0643

*Rec'd
Ex. No. 19^c
July 25th 1888*

KINGS COUNTY.

Against

TRANSCRIPT.

POOR QUALITY
ORIGINAL

0644

Names of Parties against whom Judgments have been obtained.

Names of Parties in whose favor Judgments have been obtained.

Jacob P. J. Howard

Andrew C. Flalley

Where Perfected.	When Perfected.	H. M.	Transcript Filed.	H. M.	Damages and Costs.	Attorney.	When Satisfied.
City Court of Brooklyn	1885 Oct 6 11.55		1885 Oct 6 12.05		1982	Michael Gre 44 Court St Brooklyn	

County Clerk's Office,
KINGS COUNTY.

July 20th 1888

ss.

I, JOHN M. RANKEN, Clerk of the County of Kings, do hereby CERTIFY that the above is a true and correct transcript from the Docket of Judgments kept in my office, and that said judgment is unimpeded of record.

John M. Ranken CLERK.

POOR QUALITY
ORIGINAL

0645

*Ex. 4.
Proplees
Nov. 1997. 700/888
July 25/88*

KINGS COUNTY.

Against

TRANSCRIPT.

POOR QUALITY
ORIGINAL

0646

Names of Parties against whom Judgments have been obtained.

Jacob P. Johnson Howard

Names of Parties in whose favor Judgments have been obtained.

Joseph Lamb
Richard Lamb.

Where Perfected.	When Perfected.	H. M.	Transcript Filed.	H. M.	Damages and Costs.	Attorney.	When Satisfied.
Supreme Court N.Y.	1885 Aug 12	11.55	1885 Aug 13	9.01	132.77	Smith & White 280 Broadway	

County Clerk's Office,
KINGS COUNTY.

July 20th 1888

SS.

I, JOHN M. RANKEN, Clerk of the County of Kings, do hereby CERTIFY that
the above is a true and correct transcript from the Docket of Judgments kept in my office, and

that said judgments are duly filed of record

John M. Ranken CLERK.

POOR QUALITY
ORIGINAL

0647

*Propped up.
No. 19 f. 25th / 88.
July*

KINGS COUNTY.

Against

TRANSCRIPT.

POOR QUALITY
ORIGINAL

0548

Names of Parties against whom Judgments have been obtained.				Names of Parties in whose favor Judgments have been obtained.			
Jacob P. Johnson Howard				Herman M. F. Randolph			
Where Perfected.	When Perfected.	H. M.	Transcript Filed.	H. M.	Damages and Costs.	Attorney.	When Satisfied.
City Court of Brooklyn	1886 Oct 15 11.10		1886 Oct 15 11.17		369 45	A. C. Hibery 1st & Nassau	

County Clerk's Office,
KINGS COUNTY.

July 20th 1888 } ss.

I, JOHN M. RANKEN, Clerk of the County of Kings, do hereby CERTIFY that the above is a true and correct transcript from the Docket of Judgments kept in my office, and that said judgment is unsatisfied of record and

John M. Ranken CLERK.

POOR QUALITY
ORIGINAL

0649

*Prop'd
Ex 60.19²
July 25th 1888.*

KINGS COUNTY.

Against

TRANSCRIPT.

POOR QUALITY
ORIGINAL

0650

Names of Parties against whom Judgments have been obtained.		Names of Parties in whose favor Judgments have been obtained.		
<i>J. P. Johnson Howard</i> <i>Joseph A. Hyatt</i> <i>Thomas K. Keal</i>		<i>James C. Quinn</i>		
Attorneys' Names.	Time of Filing.	H. M.	Damages and Costs.	When Satisfied.
<i>Edward Jacobs</i>	<i>1886</i> <i>Jan. 19 11.20</i>		<i>824 1c5</i>	<i>[Signature]</i>

Clerk's Office, Kings County.

July 20th 1888 } ss.

I, JOHN M. RANKEN, Clerk of the County of Kings, 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, *and that said Judgment is now satisfied of record.*

[Signature] CLERK.

**POOR QUALITY
ORIGINAL**

0651

*Prople's
Ex. No. 192.
July 25th 1888.*

SUPREME COURT, KINGS COUNTY.

Against

TRANSCRIPT OF JUDGMENT.

Attorney.

POOR QUALITY
ORIGINAL

0652

AGAINST WHOM

IN WHOSE FAVOR

Jones, Bartlett F.
McCartney, Thomas

The People of the State of New York

Where Perfected	When Perfected	H. M.	Transcript Filed	H. M.	AMOUNT		Attorney	When Satisfied
					Debt	Damages and Costs		
Sup. Court	1887		1887		J. Bartlett	1500.00	Randolph	
New York	Sept		Sept		principal		B. Martine	
	22 ^d		22 ^d	125	Thomas W ^e	1500.00		
					Cartney			
					Debt			

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

I, JAMES A. FLACK, 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 13th
day of July 1888

James A. Flack
CLERK.

206

**POOR QUALITY
ORIGINAL**

0653

COUNTY CLERK'S OFFICE,

NEW YORK.

*Proper copy No.
21
July 16th 1888.*

Transcript of Judgment.

POOR QUALITY
ORIGINAL

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Names of Parties against whom Judgments have been obtained.

Thomas M^cCartney

Names of Parties in whose favor Judgments have been obtained.

George Elford
Charles E. Elford

Where Perfected.	When Perfected.	H. M.	Transcript Filed.	H. M.	Damages and Costs.	Attorney.	When Satisfied.
Courtney Justice	1884 July 25		1884 July 28/1.20		130 61		

County Clerk's Office,
KINGS COUNTY.

July 10th 1888

ss.

I, JOHN M. RANKEN, Clerk of the County of Kings, do hereby CERTIFY that the above is a true and correct transcript from the Docket of Judgments kept in my office, and

that said judgment is unsatisfied, of record
John M. Ranken CLERK.

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Pro. Ex. No. 1.
for declaration of
July 13th 1888
KINGS COUNTY. N.Y.

Against

TRANSCRIPT.

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ORIGINAL

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Court of General Sessions,

Part 1.

-----x
The People of the State of New York

against

J. P. Johnson Howard

:
:
: Before Hon. Freder-
: ick Smyth and a
: Jury.
:
-----x

Indictment filed April 13, 1888.

New York, July 23, 1888.

Appearances for the People,

Asst. District Attorney Goff,

For the Defendant, Messrs William F. Howe, Jacob
Berlinger, L. H. Sattell, and Charles A. Hess.

JAMES A. FOGARTY, a clerk in the County Clerk's office of New
York County produced the following papers which are offered
and marked in evidence:--

"Judgment roll in the case of Julius Lezynsky
against Samuel H. Lezynsky, filed October 27, 1887 amount
\$12,971.26.

Undertaking in the same action, dated November 11,
1887, executed by Thomas McCartney, 194 Wyckoff street
in the City of Brooklyn and J. P. Johnson Howard No. 119
High Street in the city of Brooklyn, in the sum of \$27,000

HERBERT A. KINGSBURY, a witness for the people, testified:

I am a lawyer by profession, and a member of the
firm of Stern & Meyers of No. 40 Wall street, this city,
who were attorneys for the plaintiff in the action of Julius
Lezynsky against Samuel H. Lezynsky in the Supreme Court.

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I had personal knowledge of that action and its connecting circumstances. A Notice of appeal was served upon our office by Morris Goodhart, attorney for the defendant in that case. We also received a copy of the undertaking and a notice of the justification of the sureties. On the 22nd of November 1887, I attended at Chambers of the Supreme Court for the purpose of examining Messrs McCartney and Howard the parties who executed the undertaking on appeal. We first went before Judge Barrett, who, holding the original undertaking in his hand, administered the following oath to both McCartney and Howard. "You and each of you do solemnly swear that you will true answers make to such questions as shall be put to you touching your sufficiency as sureties in this action in which Julius Lezynsky is plaintiff and Samuel H. Lezynsky is defendant, so help you God." Whereupon the defendant kissed the bible as did the other surety nodded his head and I proceeded to examine him. I took the examination in writing and the defendant signed it in my presence. Before he signed I read it over to him aloud and then he took the paper and stepped one side while I was examining McCartney and appeared to be reading it. After I had concluded the examination we all went before Judge Barrett again and the Judge asked the defendant if he knew the contents of the paper to which he had so subscribed his name and he said he did. The Judge asked the other sureties similar questions, and thereupon they severally laid their right hands upon the bible and

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Justice Barrett swore them to the deposition in this way:
"You and each of you do solemnly swear that the depositions
by you subscribed are true so help you God"; They both
kissed the bible, nodded their heads and retired.

The undertaking on appeal was offered and read
in evidence".

The deposition of the defendant, J. P: Johnson
Howard, in substance was as follows:

I reside at No. 107 High street in the City of Brook
lyn. I executed the undertaking which is shown me. I nev-
er resided at 119 High street. My business is a gentleman.
Prior to last November my business was manager of estates,
insurance and dealer in coal and wood. I at ore time had
an office at No. 21 Park Row. I have not any office now.
I was exesutor of the George Moore estate, of the estate
of Adeline Williams, and of the estate of Samuel P. Howard.

Q Of what does your property consist? A Real estate.

Q Where is the real estate ? A In Kings County, Queens,
Westchester, Franklin, Essex, Hamilton Counties, New York
State, and Union and Mercer Counties, New Jersey.

Q Describe the real estate owned by you in Kings County, N.Y.

A I own a house and lot No. 98 Washington street, Bro ok-
lyn. I acquired that house from my father.

Q Can you state whether it is mortgaged or otherwise endum-
bered? A It is not mortgage d or otherwise encumbered.

Q How do you know. A Because I know I don't pay any inter-
est money on any mortgage.

Q What are the dimensions of the lot? A I think 25 x 70.

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Q Between what streets is the Washington Street property ?

A Between Prospect and York, right by the Brooklyn Bridge.

Q How is it occupied ? A By several families of tenants.

Mr. Coyte of No. 44 Court Street collects the rent. I bought in 1879 No. 241 Pearl Street which is five blocks away from 98 Washington Street. The Pearl Street house is 25 x 80, a three story frame house with an extension. I bought it from Harriet A. Butler, for about \$8,000.

" Did you buy it free from any encumbrance ? A Yes, sir.

Q Have you since mortgaged it ? A Yes, sir. I also own 119m High Street which I bought in 1882 for \$10,000. There is an encumbrance of 3700 dollars on that property. I also own No. 17 Union Avenue which is a lot 25 x 110. I bought that in 1882 for \$3500. There is no encumbrance on that property. I own four lots on St. Marks Avenue between Albany and Troy Avenue. These lots lie in two parcels. two lots in each. I bought that in 1881 or 1882 from Samuel Boston for \$850. There is no other encumbrance on them.

Q What other Brooklyn property do you own that you bought ?

A A house and 15 adjoining lots on Dean Street, Brooklyn, between Troy and Schenectady Avenues. The lots are 25 feet wide and vary in depth from 130 to 150 feet. I bought them in 1879 from Harriet A. Butler for \$15,750. I am surety upon an appeal bond in another case for \$1,000. The only judgment against me is one for \$200 in Kings County which I am now appealing from. I am worth at least \$550,000 over and above all my debts and liabilities".

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CROSS EXAMINATION.

This examination was not held in the presence of Mr. Justice Barrett but in the General Term room. Mr. Julius Lezynsky, Mr. Joachimsen, McCartney, the defendant and myself ~~were~~ were the only persons present. I could not tell whether the defendant read over the paper when he withdrew to the window, but I am certain I read it over to him.

Q Weren't you satisfied as the lawyer in the case that his bond was good and sufficient from your examination?

A I was, if the statements he had sworn to were true.

WILLIAM H. CAMPBELL, Jr. a witness for the people, testified:

I am a searcher in the Register's office of the County of Kings. I have recently made a search in that office for conveyances against J. P. Johnson Howard as grantee. I find first a deed of Harriet A. Butler to J. P. Johnson Howard, dated January 8, 1879. A release from Albert Biermont to same, January 8, 1883. A deed from Thomas Weddington and wife to same, June 29, 1883. A deed from Thomas Weddington and wife to same June 8, 1883. An agreement between Emeline T. Howard and same September 8, 1883. A deed from Thomas Weddington and wife to same November 16, 1883. A deed from Long Island Bank to same April 26, 1884. A deed from Emeline T. Howard (release of dower) to same June 3, 1884. A deed from William Coyte to same May 23, 1885. A deed from John Y. Smyth to same, September 12, 1884. I also found several mortgages.

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The following papers were admitted in evidence.

Certified copy of a deed from Harriet A. Butler to J. P. Johnson Howard, dated January 8, 1879 conveying property on the southerly side of Varet street; also lot No. 374 Pearl Street; also lots No. 295, 296, 297, 298 299, 300, 301 and 302 Dean street.

Certified copy of a deed from Charles B. Farley, Sheriff of Kings County to Leopold Gustall conveying the above lots on Dean street. Report of sale of said 8 lots; also transcript of judgment in the case of Pauline Ettlinger against J. P. Johnson Howard.

The District Attorney proves that the Summons and the Judgment Roll was personally served upon the defendant in this case.

The action of Ettlinger agst. Howard was to foreclose a mortgage upon the eight lots of land in Dean Street

LEOPOLD GUSTHAL, a witness for the People testified:

I reside at No. 304 E. 15h Street. I am the Leopold Gusthal referred to and described in the Sheriff's deed of foreclosure of the eight lots on Dean Street.

Q Are you in possession of those lots ? A I am.

Q Have you been in possession of them since the date of the deed conveying them to you ? A Yes, sir.

Q Since the 16th of May, 1885 ? A Some where about that time, I don't know exactly.

Judgment roll in the case of Jas. C. Quinn

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against J. P. Johnson Howard for \$824.15

J. EDWARD JACOBS, the attorney for the plaintiff in the case of Quinn agst. Howard testified that the plaintiff recovered in that action.

The following transcripts of judgment were read in evidence: Peter Mallon agst. J. P. Johnson Howard \$7015.; Julia A. Barton agst. Same \$191.40; Thomas Hooper agst. Same, \$125.02; Annie E. Richardson agst. Same \$74.85 Samuel C. Wait and another agst. Same \$88.71 Joseph Lamb and another agst. Same \$132.77 Herman F. Randolph agst. Same \$369.45; Andrew C. Flatley agst. Same \$198.27; Emeline T. Howard agst. Same \$246.84;

These judgments cover from Dec. 24th, 1885 to February 4th, 1887.

WILLIAM COIT, a witness for the People, testified:

I am a lawyer. I know the defendant for 10 or 15 years. I produce a mortgage which was executed by the defendant on the 27th of May, 1885, to me. This mortgage is for \$4400 payable on demand with interest from date. The property covered by the mortgage is certain lots, pieces and parcels of land with buildings thereon situated in the city of Brooklyn: (1) The property at the north easterly corner of High and Jay Street; (2) No. 119 High Street; (3) No. 147 High Street; (4) No. 17 Union Avenue;

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(5) The Varet Street lot; (6) No. 38 and 40 Fleet Street;
(7) No. 98 Washington Street; (8) No. 212 Jay Street;
(9) No. 241 Pearl Street; I have also an irrevocable
power of attorney giving me full supervision over this
property until my indebtedness of \$4500 is paid.

CROSS EXAMINATION:

I was the attorney for the defendant's father up to
the time of his death. I know the defendant's reputation
for truth and veracity; generally it was good. There
were a number of judgments being pressed against Mr. Howard
and a receiver of the property had been appointed. The
Receiver was about to proceed to sell and at that time I
adjusted judgments to the amount of about \$8,000 and this
mortgage was given to me as security for the money which I
had paid. I also executed a paper which provided that I
was to bid in this property in case that at any time it
should be sold under foreclosure. I have in my possession
a release from Pauline Ettlinger to the defendant. I paid
several matters out of the proceeds of the property which
were in my hands.

RE-DIRECT EXAMINATION:

Q At or about the time that you made a search for the
property owned by the defendant in Kings county did you
find that he owned anything in that county but the property
which he conveyed to you in that deed? A I made a
search with special reference to the property referred to
in this deed.

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- Q From whom did you get the information respecting this property ? A I had knowledge of the property for years.
- Q Did the defendant not say that the property which was conveyed to you in that deed was all the property he owned in Kings county ? A I don't remember that he said that.
- Q Will you say that when this defendant was transferring this property to you that he did not give you a list of all the property he owned in Kings county ? A I supposed it to be such.

The bond of John Oakey, receiver of the property of J. P. Johnson Howard was admitted in evidence.

D E F E N C E .

BENJAMIN BAKER a witness for the defendant testified:

I am a lawyer residing in the city of Brooklyn. I have known the defendant 12 years and have been his counsel during a portion of that time. I am familiar with the property which he owns in the city of Brooklyn.

- Q Will you tell us what in your judgment was the value of the real estate which this defendant owned at the time he gave the mortgage of \$4500 to Mr. Coit ? A In my judgment that property was worth \$50,000.
- Q What amount of judgments were standing against this defendant on the 22nd of November, 1887 ? A Between \$1800 and \$2200. The judgment of Max F. Eller against the defendant for \$700 was neither paid nor satisfied, but it was not a lien as against the real estate in question under Mr. Coit's

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mortgage. The Ettlinger judgment for \$422.22 has not been satisfied. I don't know whether the Lamb judgment was satisfied or not, but I know that a part of it has been paid and since that was paid the balance has been paid. The Judgment of Andrew C. Flatley for \$198.27 was paid by myself. Part of the Hooper judgment for \$125.02 has been paid but I don't know whether it has been satisfied. The Quinn judgment for \$824.15 has been partially paid by me and the receipt is in the hands of a lawyer named Butcher. I paid half of the Mallon judgment and the receipt is in the same hands. The judgment of Louise C. Johnson for \$250 has been paid. The Randolph judgment has not been paid. The judgment of Emeline T. Howard of \$246.48, I am not sure whether it has been paid or not. The judgment of Julia A. Barton for \$191.40, has not been paid. The judgment of Bendall and others for \$482.89 has not been paid, nor has the judgment of Saml. C. Wait and others for \$88.71

Q What incumbrances were upon this property to your knowledge

A The judgments were less than \$2,000 a mortgage of \$4500 and there were other mortgages besides that.

CROSS EXAMINATION:

I cannot tell what property I included in making up my estimate of \$50,000. I included generally all the property which I knew the defendant owned. No. 241 Pearl Street in my judgment is worth \$10,000; No. 98 Washington Street is worth \$7500; No. 119 High Street \$10,000;

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No. 147 High Street \$6500; No. 123 High Street \$6500;
Nos. 38 and 40 Fleet Street \$10,000; No. 17 Union Avenue,
\$3500. I am familiar with these different pieces of property in Brooklyn and I base my estimate upon what I believe to be their market value. I do not know what incumbrances were on this property on the 22nd of November last, but I believe it to be between \$28000 and \$29,000

J. P. JOHNSON HOWARD, the defendant, testified:

I live at No. 147 High Street, Brooklyn. My father died on the 23rd of July, 1883; I inherited from him the following property: No. 147 High St.; No. 123 High St.; No. 98 Washington Str.; Nos. 38 and 40 Fleet Street; No. 25 Varet Street; one lot on Buffalo Avenue, and two lots on St. Marks Avenue. I also inherited two houses on Sullivan Street in this city. 16 lots at Unionport, Westchester Co., 38 or 39 acres of land in Hamilton Co., 160 acres of land in Essex Co., and 40 acres of land in Franklin Co., this state. I also inherited five houses in Union Co., N. J. and one house in the village of Heightstown Co., N. J. On the 22nd of Nov., 1887, I had the fee to the following property in Kings Co.: No. 119 High Str., Nos. 123 and 147 High Street, No. 212 Jay Street, No. 241 Pearl Street, No. 98 Washington Street and No. 17 Union Avenue. I am familiar with the value of property in Kings Co., and in my judgment my property in Nov. 1887, was worth

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these sums: 17 Union Avenue, \$5500; 119 High Street, \$12,000; 98 Washington Street \$7500; 147 High Street, \$8500; 123 High Street, \$8500; 38 Fleet Street, \$9500; 40 Fleet Street \$9,000; 212 Jay Street \$9500; 241 Pearl Street \$10,000; the Union Co. property was worth between 15 or 16 thousand dollars and the Mercer Co. property about \$2,000; my property in Hamilton County this state was worth about \$1500; in Franklin about \$6500; in Essex County \$8,000. I also was the owner of the following stock \$x 17,900 shares American Union Mining Co. at \$1 a share; 1,000 shares of Gypsy Queen at \$100 a share; 1,000 shares National Mining Co., at \$110 a share; 5,000 shares of Excelsior Tube Joining Stock at \$100 a share; 120 shares of National Sewage and Sewerage Company at \$100 a share. I remember the occasion on which I swore to this deposition before Judge Barrett. I did not read it over nor was it read over to me.

Q Did you at that time or at any time pending that examination intend to commit perjury in respect to any matter set forth in the deposition? A I did not.

Q When you stated that the assessed value of the property that you had inherited from your father was \$350,000, what did you refer to? A I was referring to what my father placed it at. I often heard him talking about it. I gave Mr. Coit the mortgage and the power of attorney which he has spoken of.

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CROSS EXAMINATION:

It was a fact on the 22nd of November that I owned four lots of land on St. Mark's Avenue conveyed to me by Saml. Boston. I have not the deed from Boston to me. Since I have been arrested some one has broken open my desk and taken away my papers.

- Q When you stated that you owned 15 lots on Deam Street was it true or untrue? A I stated what was true so far as owning the 15 lots was concerned. I swore that I had owned that property at the time when my father died.
- Q Was it true so far as your ownership of the 15 lots on the 22nd of Nov. was concerned? A I did not swear that I owned the lots on the 22nd of Nov.. I bought 8 lots on Deam Street but by reason of a new street called Jefferson Avenue cut through it made my property consist of 15 lots instead of the original eight. Harriet A. Butler who was a relative of mine, executed a deed to me of the Pearl Street and other property in consideration of the sum of \$25,000. I paid this amount to her from time to time, part of it I sent to her while I was in Japan and the rest I paid to her after my return home and continued paying it up to the time of her death. I recollect swearing in that deposition that ^{there} was no other incumbrances on the property 119 High Street except a mortgage for \$3700. I don't recollect being asked as to whether there was any ~~xx~~ incumbrance on No. 98 Washington Street or not. I did state that I owned No. 1477 Dean Street at the time I made this

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deposition. That property was not included in the mortgage which I gave to Mr. Coit. I remember stating in an examination in supplementary proceedings that I did not know whether I owned one acres or one hundred acres in Hamilton Co. I remember going to the Comptroller's office at Albany to pay taxes upon these Adirondack lands in Hamilton and Essex County. The stocks which I have spoken of are in the hands of Jas. Havens, a broker of No. 71 Broadway who holds them to sell for me. I have gone on several bonds in the District Attorney's office simply to help poor friends out of trouble. I remember meeting Mr. John Okey on the street after he was appointed receiver of my property but I don't recollect telling him that I had not any property whatever.

WILLIAM P. COOK, a witness for the defendant, testified:

I am a real estate broker in the city of Brooklyn. I have examined the various pieces of property belonging to the defendant in that city. My estimation of the value of that property is: No. 98 Washington Street \$6,000; No. 119 High Street \$10,000; No. 147 High Street \$7500; Nos. 38 and 40 Fleet Street \$10,000; No. 212 Jay Street, \$6500; No. 241 Pearl Street \$7,000.

CROSS EXAMINATION:

This property was worth the sums I have stated on the 22nd of November, 1887. I have known the defendant 5 or 6 years. He came to me at one time and placed the same of his property in my hands to dispose of.

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LOUIS R. STEGMAN, George W. Murray, Frank W. Angell and Charles F. Home, testified to the good character of the defendant.

FREDERICK D. THORNES: witness for the defendant testifies:

I am in the real estate business in the city of Brooklyn and have been for 30 years. I visited the property which has been spoken of here and my judgment of the property is as follows: No. 119 High Street \$10,000; No. 98 Washington Str. \$8100; No. 147 High Street \$7,000; No. 123 High Street \$6,000; Nos. 38 and 40 Fleet Street \$11,000; No. 212 Jay Street \$5500; No. 241 Pearl Street \$7500.

HERMAN COHEN, a witness for the People in rebuttal testified:

I am a member of the Consolidated Stock and Petroleum Exchange. There are no such stocks listed on that Exchange or on the N. Y. Stock Exchange as those mentioned by the defendant.

JOHN OAKLEY: a witness for the People, testified:

I was appointed receiver of the property of J. P. Johnson Howard by Judge Cullen some time last year. Soon after my appointment as receiver I met the defendant in the street and served him with a copy of the Order of my appointment. I told him that any property which he had he was required to turn over to me under the terms of that

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order. He told me that I would have to see Mr. Coit who had a mortgage covering most of his property. I went to see Mr. Coit and not getting any satisfaction I saw Howard again and he finally told me that he had no personal property of any kind and no real estate except what was in the hands of Mr. Coit.

WILLIAM E. BROWN, a member of the Brooklyn Police Force, testified that the general rumor was that Howard was not a very truthful man.

JULIUS LEZYNSKY, testified that he was plaintiff in the action of Lezynsky against Lezynsky. That he was in present in the General Term room when the defendant Howard was being examined by Mr. Kingsbury, that the paper was read over to the defendant and that he saw the defendant go to a window and read the paper himself while Mr. Kingsbury was examining the other surety.

The Jury found the defendant guilty of perjury with a recommendation to the mercy to the court.

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Indictment filed Apr. 13, 1888

Court of General Sessions,

Part I.

The People &c.,

agst.

J. P. Johnson Howard

Abstract of Testimony on trial,

July 23rd, 1888.

THE PEOPLE of the County of New York, by and through their undersigned counsel, do hereby certify that the following is a true and correct copy of the original of the same, as the same appears from the records of the Court of General Sessions, in and for the County of New York, in the case of J. P. Johnson Howard, charged with the crime of Rape, committed on or about the 1st day of July, 1888, at New York City, in the County of New York, and in the presence of the Grand Jury of the County of New York, at the Court of General Sessions, in and for the County of New York, on the 23rd day of July, 1888.

Witness my hand and seal of office, this 23rd day of July, 1888.

JOHN P. JOHNSON, District Attorney, County of New York.

JOHN P. JOHNSON, District Attorney, County of New York.

JOHN P. JOHNSON, District Attorney, County of New York.

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JOHN P. JOHNSON, District Attorney, County of New York.

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-----X
People
vs
J. P. Johnson Howard
-----X

POINTS OF EVIDENCE FOR THE PEOPLE.

I.

Second assignment of perjury.

Defendant
Defendant swore in his deposition (Nov. 22, 1887)

that he owned four lots of land each 25x127 feet 9 inches ~~wide~~, on St. Marks Ave, between Albany and Troy Avenues, and that he purchased them in 1881 or 1882 from Samuel Boston for \$850 each.

- (a) The witness Campbell, a searcher, testified that he had searched the records ~~in~~ the Register's Office of the County of Kings for conveyances to J. P. Johnson Howard from January 1, 1878, to October 1, 1887. He gave the names of all the parties who conveyed or released to Howard or had agreements with him during that period of time as appeared by the records, but there does not appear a record of any conveyance or other instrument from Samuel Boston to J. P. Johnson Howard.
- (b) Corroboration of this proof was offered by the People in the testimony of Mr. Traitell, a lawyer, who also searched the records and could have sworn to the same state of facts.

II.

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II.

Third assignment.

Defendant in his deposition swore that he then owned a house and fifteen adjoining lots on Dean Street between Troy and Schenectady Avenues in the City of Brooklyn and that he had bought the same in 1879 from Harriet Butler and paid for the same \$15,-750 cash.

(a) According to the testimony of Campbell the searcher but one deed appears of record from Harriet Butler to J. P. Johnson Howard.

(b) That deed is dated January 8th, 1879, recorded in Liber 1562 of cons. P. 523, and conveys to Howard a parcel of land on Varot Street, a parcel of land on Pearl Street and eight lots on Jefferson Avenue. There is no conveyance in this deed of 15 lots on Dean Street.

(By reason of these eight lots abutting on Dean Street it is claimed by the defendant and conceded by the prosecution that he meant them when he said the Deane St. lots.)

The consideration expressed in this deed for all of the parcels is \$3000.00. The defendant swore

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he paid Mariet A. Butler \$15,750 cash for fifteen lots.

(c) The defendant mortgaged these eight lots to one Pauline Ottlinger, by mortgage dated January 2, 1905. An action to foreclose that mortgage was commenced and Mr. Miller the attorney for the plaintiff testified that the defendant at the bar is the same person who was defendant in that action, and that he served him with the summons.

(d) Judgment of foreclosure was had in that action and the Sheriff was directed to sell the eight lots, and he did sell the eight lots to
me Leopold Kuntzel.

and delivered to him deed dated May 16, 1885 and
recorded.

- (e) Mr. Gusthal testified that he is now in possession
of those 8 lots--the Dean Street lots-- and has
been in possession of them ever since May 16, 1885
- (f) It further appears that a judgment of deficiency
of \$422.22 was entered against the defendant and
still remains unsatisfied of record.

III.

Assignment.

Defendant swore that there were no unsatisfied
judgments against him except one in the sum of \$200.
in Kings County, from which an appeal had been taken
and the execution stayed.

- (a) From December 9th, 1884, to February 14th, 1887,
there were fourteen judgments docketed in Kings
County by various parties against the defendant
J. P. Johnson Howard, aggregating the sum of
\$4,926.27. These judgments appear by the trans-
cripts to be unsatisfied of record. It is
claimed, however, by the defense that some money
has been paid on ~~these~~ these judgments but there
appears no record of such payments in the County
Clerk's office.

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IV.

Seventh Assignment.

The defendant swore that the amount of his indebtedness did not exceed the sum of \$2,000.00.

- (a) At the time that defendant made this deposition there were outstanding in the records mortgages made by him, fourteen in number, and aggregating the sum of \$32,150.00; this added to the sum appearing on the record as due upon the judgments make a total of \$37,076.27 of indebtedness of the defendant.

V.

assignment.

The defendant swore that he was worth at least \$550,000.00 over and above all debts and liabilities.

- (a) The records show that there were at the time of his deposition several orders in the Brooklyn courts appointing receivers of the defendant's property and that some of the receivers filed bonds and qualified

VI.

assignment.

Defendant swore in his deposition that he owned a house and lot No. 93 Washington Street, Brooklyn, and that there was no mortgage on it; also that he

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owned house and lot known as 241 Pearl St., Brooklyn, that there ~~was~~ no mortgage on it; also 119 High St., Brooklyn which was mortgaged for \$3700; also No. 17 Union Ave., no mortgages upon it; also No. 123 High St., No. 147 High St., 212 Jay St., 58 and 40 Fleet St. He also says in said deposition that No. 98 Washington St., No. 241 Pearl St. and 17 Union Ave. were not mortgaged and were wholly unincumbered.

(a) Proof is that No. 98 Washington St. was mortgaged by defendant for \$1500.00 to Darius Crowell on June 20, 1835. That No. 241 Pearl St. was mortgaged by defendant to Ada M. Chapman for \$2000.00 on August 2, 1831. And again mortgaged by him to Thomas H. Williams, executor of Morgan Savage for \$3000.00 on May 23, 1834. And again mortgaged by him for \$1200 to Frank H. O'Brien on June 20, 1837. That No. 17 Union Ave was mortgaged by defendant for \$2000.00 to Morris M. Bordlong on January 28, 1834.

(a2) It is in evidence that on the 27th day of May 1835 the defendant executed a blanket mortgage covering all of this property to William Coit for \$4,550 payable on demand.

(b) It is also in evidence that on the 29th day of May, 1835, the defendant executed a power to William Coit.

This power recited an indebtedness by the defendant to William Coit of \$4,550.00. It gave Coit

**POOR QUALITY
ORIGINAL**

0679

full power to manage and control all of the defendant's estate in the City of Brooklyn, to collect the rents of the same, to let, repair and insure; to sell all or any portion of it for any price he might think proper, to execute deeds to any purchaser, and to apply the proceeds of the rents or sales to the payment of said indebtedness of \$4,550, and also of any other debts of Howard. This power was what in law is called a power in trust coupled with an interest, and it was irrevocable until this debt was paid.

(c) Foreclosure proceedings were commenced by Goit under this mortgage. The defendant was served with the summons and notice of the pendency of the action was filed on April 29, 1886, and this action to foreclose all of this property was pending at the time the deposition was made by defendant on Nov. 22, 1887.

POOR QUALITY
ORIGINAL

0680

Court of General Sessions

THE PEOPLE OF THE STATE OF
NEW YORK,

against

J. P. Johnson Howard

Point of Evidence for the People

JOHN R. FELLOWS,

DISTRICT ATTORNEY,

No. 32 CHAMBERS STREET,
NEW YORK CITY.

POOR QUALITY
ORIGINAL

0681

Names of Parties against whom Judgments have been obtained.

J. P. Johnson Howard
Impled &c

Names of Parties in whose favor Judgments have been obtained.

Pauline Ettlinger

Attorneys' Names.

Time of Filing.

H. M.

Damages and Costs.

When Satisfied.

Platt & Bowers

1885
June 24 11.30

Deficiency
Infr. May 29 1885
422 22

Clerk's Office, Kings County.

July 20th 1888

ss.

I, JOHN M. RANKEN, Clerk of the County of Kings, 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, and that said Judgment is unsatisfied of record.

John M. Ranken CLERK.

POOR QUALITY
ORIGINAL

0682

SUPREME COURT, KINGS COUNTY.

Against

TRANSCRIPT OF JUDGMENT.

Attorney.

*Proles Ex. No 12
July 23rd 1888*

*Proles Ex.
No. 19 J.
July 25th*

POOR QUALITY
ORIGINAL

0683

Names of Parties against whom Judgments have been obtained.

Names of Parties in whose favor Judgments have been obtained.

J. P. Johnson Howard

Julia A. Barton

Where Perfected.	When Perfected.	H. M.	Transcript Filed.	H. M.	Damages and Costs.	Attorney.	When Satisfied.
Supreme Court N.Y.	1887 Jan 4 11.55		1887 Jan 5 10.44		19140	Shearman & Sterling	

County Clerk's Office,
KINGS COUNTY.

July 20th 1888 } ss.

I, JOHN M. RANKEN, Clerk of the County of Kings, do hereby CERTIFY that
the above is a true and correct transcript from the Docket of Judgments kept in my office.

John M. Ranken

CLERK.

POOR QUALITY
ORIGINAL

0684

Griffards
KINGS COUNTY.

Drumwright
of
Griffards

Against

Prop'd Ex. 6
No. 19
July 25th 1888.

TRANSCRIPT.

POOR QUALITY
ORIGINAL

0685

Names of Parties against whom Judgments have been obtained.

Jacob P. Johnson Howard

Names of Parties in whose favor Judgments have been obtained.

Henry J. Kendall &
Robert A. Kendall

Where Perfected.	When Perfected.	H. M.	Transcript Filed.	H. M.	Damages and Costs.	Attorney.	When Satisfied.
Supreme Court N.Y.	1887 Feb 3	11.00	1887 Feb 7	11.15	48 ² 49	C. A. Caruso 59 Liberty	

County Clerk's Office,
KINGS COUNTY.

July 20th 1888

SS.

I, JOHN M. RANKEN, Clerk of the County of Kings, do hereby CERTIFY that
the above is a true and correct transcript from the Docket of Judgments kept in my office, and
that said judgment is duly filed of record.

John M. Ranken

CLERK.

POOR QUALITY
ORIGINAL

0686

KINGS COUNTY.

Thompson Ex.
No. 19 J. 20
July 20 -

Against

TRANSCRIPT.

POOR QUALITY
ORIGINAL

0687

Names of Parties against whom Judgments have been obtained.		Names of Parties in whose favor Judgments have been obtained.		
J. P. Johnson Howard		Thomas Hooper		
Attorneys' Names.	Time of Filing.	H. M.	Damages and Costs.	When Satisfied.
N. L. Brant	1885 Dec 24	1.00	125 02	

Clerk's Office, Kings County.

July 20 1888

I, JOHN M. RANKEN, Clerk of the County of Kings, 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, and that said Judgment is unsatisfied of record.

John M. Ranken CLERK.

POOR QUALITY
ORIGINAL

0688

Proprs
Ex. No. 191
July 25th

SUPREME COURT, KINGS COUNTY.

Against

TRANSCRIPT OF JUDGMENT.

Attorney.

New York Supreme Court.

Julius Seegunsky,

- agst. -

Samuel H. Seegunsky.

Exhibit 1.

Deposition of Burrows on the defendant's
undertaking on his appeal to the General
Term, of this Court, filed November 19, 1887.
Present: Stern & Myers for Plaintiff.

" Joseph P. Joachimson for defendant
J. P. Johnson Howard, one of the said
sureties, having been first duly sworn
by Mr. Justice Barrett, examined by
Plaintiff's Counsel, testified as follows:

Q. Where do you reside?

Ans. At No. 147 High Street in the City
of Brooklyn, New York.

Q. Look at the papers now handed
to you and state whether the
signature J. P. Johnson Howard is
in your handwriting?

(Original undertaking above
mentioned handed to witness.)

Ans. Yes, both said signatures are in
my handwriting.

Q. How long have you resided at
No. 147 High Street Brooklyn?

Ans. I have resided there since last

II. Deverest.

Ques. Is it a private dwelling?

Ans. It is.

Ques. Do you occupy the whole of the premises or only a part of them?

Ans. I occupy the whole.

Ques. Are you a married man?

Ans. I am.

Ques. What, if any family have you?

Ans. A wife and one child, a boy.

Ques. How old is he?

Ans. Five years old.

2. Where did you reside prior to last December?

Ans. I boarded at a hotel.

Ques. What hotel and where?

Ans. The Clinton House, situated on Fulton Street, Brooklyn, N.Y. between Clinton Street and Clark Street.

Ques. Did your family board there with you?

Ans. Yes sir.

Ques. Did you ever reside at No. 119 High Street in the city of Brooklyn?

Ans. Never in my life.

Ques. How long did you reside at the Clinton House?

Ans. About three or four months.

Ques. Where did you reside in March 1856?

Ans. At No. 541 Deane Street in the city of Brooklyn.

Ques. Did you board there or keep house?

Ans. Kept house.

Ques. When did you move from 541
Beane Street?

Ans. The last of April 1886.

Q. Did you then remove to and go to
live at the Clinton House?

Ans. Yes, I stored my furniture and
took rooms at the Clinton House.

Ques. What is your business, or occupation?

Ans. Gentleman.

Ques. How long have you been in the
business or occupation of gentleman?

Ans. Since last November.

Ques. What was your business or
occupation next prior to last
November?

Ans. My business was manager of estates,
insurance and dealer in wood
and coal.

Ques. Is that all?

Ans. That is enough.

Ques. Had you any other business or
occupation next prior to November
1886, except those above stated?

Ans. I don't comprehend your question.

Ques. You have testified that next prior
to November 1886, your business was
manager of estates, insurance and

IV dealers in wood and coal; I now ask you whether at that time you had any other business or occupation than those just mentioned.

Ans. I said that was enough.

Ques. I want to know whether you then had any other business or occupation?

Ans. Well, let me explain to you. From 1879, up to the present, I have been executor of several estates together with manager, and with that I included an insurance business and the coal and wood business.

Ques. Did you next prior to November 1886, have any other business or occupation than those mentioned in your last answer?

Ans. I have already answered that question.

Ques. Between 1879, and November 1886, did you have any other business or occupation than manager or executor of estates, insurance, wood and coal?

Ans. I did not.

Ques. Did you have an office in connection with your said business in November 1886?

Ans. Yes sir.

Ques. Where?

Ans. At No. 119 High Street, Brooklyn
New York, and at No. 41 Park Row,
New York City.

Ques. Have you both or either of those
offices still?

Ans. I don't have any offices now.
I don't do any business now.

Ques. When did you cease having an
office, at the two places just
mentioned?

Ans. I think I told you I ceased
having any offices last November 1886,
and I haven't had any office
in New York, since last May or July.
or somewhere thereabouts. I mean
May or July 1886.

Ques. What floor was your Park Row office
on?

Ans. On the top floor, my last office in there.

Ques. Who was the landlord of the
building at No. 41 Park Row?

Ans. James Barnes.

Ques. Did you occupy an office alone
or with others at 41 Park Row?

Ans. I simply had desk-room.
Q. With whom?

Ans. I had desk-room with J. Tracy
Sargent, and with Max F. Ellis.

Ques. When?
 Ams. Down to May or July 1886. I had desks
 placed with Mrs. Ellis on the top
 floor and in 1879, and 1886, with
 Mrs. Langan on the fourth floor of
 41 Park Row.

Ques. What business did you conduct
 at the Park Row Office you
 have mentioned?

Ams. The business I have told you
 about from 1879, to 1886.

Q. Did you conduct the coal and
 wood business at the Park Row
 Office?

Ams. I did.

Ques. What business did you carry on
 at the Office at No. 119 High Street
 Brooklyn?

Ams. The same business that I have mentioned.

Q. Did you have a coal and wood yard?

Ams. I did not.

Q. What coal and wood did
 you do business in?

Ams. I don't understand the question.

Ques. Did you have a stock of coal
 and wood in connection with
 your business from 1879, to 1886?

Ams. I did not.

Ques. In what did your coal and wood business consist?

Ans. Selling coal and wood by the ton
and loads on Commission.

Ques. For whom did you sell wood
and coal on Commission from
1879 to 1886?

Ans. I sold it for myself.

Ques. From whom did you get the wood
and coal to fill orders?

Ans. I got it from J. H. Bolger.

Ques. Where is his office?

Ans. His office was at the corner of Washington
and Plymouth Streets, Brooklyn.

W. When was his office there?

A. It is now there and I believe
always has been.

Ques. Did you buy the wood and coal
which you sold on commission
from Mr. Bolger, or did you sell
it for him on a commission
paid to you by Mr. Bolger.

Ans. I don't comprehend the question.

Ques. Did you buy the coal and wood
outright from Bolger, or did you
take orders to him which he filled
and paid you a commission on
them?

Ans. I took orders to Mr. Bolger which
he filled and paid a commission
on.

Ques. VIII Did you do this sort of business with Mr. Colyer right along from 1879 to 1886.

Ans. No, sir.

Ques. For how long?

Ans. I commenced, with Mr. Colyer, in 1883, and stopped with him in 1885.

Ques. With whom else than Mr. Colyer did you do this commission coal and wood business between 1879 and 1886?

Ans. I did not do it with anybody.

Ques. Did you carry on a coal and wood business during the period when you say you were not dealing with Colyer?

Ans. No, sir.

Ques. Then you ceased doing the coal and wood business in 1885?

Ans. I did, yes.

Ques. Had you any partner in the running of estates, insurance, or coal and wood business?

Ans. No, sir.

Ques. Of what estates were you executor between 1879, and 1886?

Ans. I was Executor of of the George Moon estate, of the estate of Adeline Williams and of the estate of Samuel J. Howard.

Ques. In what Surrogate's Court were those estates administered?

Ans. The estate of George Moon was administered in New York County the estate of Adeline Williams in Philadelphia, Pennsylvania, ancillary letters on her estate were issued by the Secretary of State of Pennsylvania to me.

Ques. Were ancillary letters issued to you on the estate of Adeline Williams by any Surrogate's Court in New York State or by any Surrogate in the State of New York?

Ans. No, Sir.

Ques. Are you entirely positive?

Ans. Certainly, I am.

Ques. Did Adeline Williams leave a will?

Ans. Yes Sir.

Q. Were you named as an Executor in it?

Ans. No.

Ques. Did she leave property in this State?

Ans. She did.

Q. Where. A. Kings County.

Q. What did it consist of?

A. Real Estate and money.

Ques. How much money? Ans. About \$600 or \$700

X 2. Any other personal estates in Kings County.

Ans. I did not say any thing about personal estate.

Ques. Did you not mention money?

Ans. Yes sir.

Ques. Did she leave any estate or property in Brooklyn or Kings County except this money, money and certain real estate?

Ans. I did not say she left any money in Kings County. I said she left real estate in Kings County.

Ques. Anything in Kings County except real estate?

Ans. No sir.

Ques. Where was the \$600. or \$700.?

Ans. In the Seaman's Savings Bank, on Wall Street, New York City.

Ques. What did you have to do with her estate?

Ans. I acted for the Executors.

Ques. Who were they?

Ans. Samuel J. Howard of Brooklyn, New York, and Isaac Jackson of Philadelphia.

Ques. Were you related to either of the executors or the deceased, and if so, how?

Ans. No relation to either of them except Samuel J. Howard, who was my father.

Q. Is he living? A. Not in my
Q. What did you do when acting
for these Executors?

Ans. I went to Philadelphia and
attended the Orphans Court there
on behalf of my father and Mr.
Jackson, and offered the
will for Probate, and received
instructions from the Judge
of the Orphans Court as to how
to proceed to have the will
properly admitted here. I
decline to answer any further
questions about that because
I don't see what it has to do
with my being worth \$27,000.

Q. When were you appointed Executor
of the George Moore estate?

A. I don't recollect now.

Q. Was it within 10 years past?

Ans. I decline to answer any questions
in regards to the George Moore
estate.

Ques. Have your accounts as Executor
of that estate been settled?

Ans. I decline to answer that.

Q. When were you appointed
executor of the Estate of James
J. Howard?

XI

POOR QUALITY
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Ans. I decline to answer that.

Q. Have your accounts as Executor of the Samuel J. Howard estate been settled?

Ans. I decline to answer.

Q. Of what estates other than the three above mentioned were you manager between 1879 and 1886?

Ans. I decline to answer.

Ques. Was your insurance business life insurance or fire insurance objected to by defendant's counsel.

✓ Ques. Did you read the order relating to which your name is signed as surety, as you have testified or hear it read before you executed it?

Ans. I done both. I heard it read and I read it.

Ques. Where? Ans. I think it was in the real estate Exchange on Liberty Street in this city, and also at my house in Brooklyn.

Ques. Was it read to you at both those places before you signed it?

Ans. I read it at my house, it was sent to me with a note. And before I signed it, it was read to me.

Ques. Where did you sign it?

Ans. At the Real Estate Exchange New York City.

Ques. Who read it to you?

Ans. Wm. Ryan, the Notary.

Ques. Did he read it all through to you?

Ans. Certainly he read everything that's on there before I signed it.

Ques. Of what does your property consist?

Ans. Real Estate.

Ques. Of Real Estate, exclusively?

Ans. No, sir.

+ Ques. Where is the Real Estate?

Ans. In Kings County, Queens County, Westchester County, Franklin County, Essex County, Hamilton County, all in New York State. In Union County New Jersey, and Mercer County New Jersey.

Ques. Describe the real estate owned by you in Kings County New York.

Ans. I own a house and lot No. 98 Washington Street Brooklyn.

Ques. Where did you get that? Ans. In 1883.

#

#

#

XIII

- XIV
- Ques. what part of the year?
- Ans. In September 1883.
- Ques. From whom did you acquire it?
- Ans. From my father Samuel Howard by will.
- Ques. Have you a copy of that will here?
- Ans. No. Sir. The will did not specify any particular property, but left all his property to me, except a life interest in the homestead which my mother has for life.
- Ques. When did your father acquire that property?
- Ans. Give it up.
- Ques. Do you mean that you do not know?
- Ans. I said I give it up, I don't know.
- Ques. From whom did he acquire it?
- Ans. I don't know.
- Ques. Did you have anything to do with that property prior to your father's death?
- Ans. No. Sir.
- Ques. Have you ever had the title examined?
- Ans. No. Sir.
- Ques. Have you ever seen an abstract of the title to that property, or any searches concerning it?

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Ans. No, Sir:

Yes. Can you state whether it is mortgaged or otherwise encumbered? JJ

Ans. It is not mortgaged or otherwise encumbered.

Yes. How do you know?

Ans. Because I know that I don't pay any interest money on any mortgage.

Yes. Is that the only ground of your knowledge as to whether there are any mortgages or other encumbrances on it? JJ

Ans. That is the only ground that I could positively know.

Yes. What are the dimensions of the lot?

Ans. I think the lot is twenty five feet in width by seventy five in depth, more or less, it may be more and it may be less.

Yes. Can you tell its exact dimensions within five feet?

Ans. No, Sir: I have given you exactly what the deed says:

Yes. What deed?

Ans. The deed from the parties to my father. I forget what their names were.

Yes. When did you last see that deed?

Ans. Some time before my father died.

XV

~~Ques.~~ ~~XII~~ Did not his papers come into your possession
on his death?

Ans. Certainly they did.

Ques. Was not that deed among them?

Ans. Yes sir.

Ques. Did you see it among them?

Ans. Yes sir.

Ques. After his death?

Ans. Yes sir.

Ques. Did your father die in September, 1883?

Ans. No, sir.

Ques. When? Ans. July 23rd, 1883.

Ques. Why then do you say that you
acquired the property in Sept. 1883?

Ans. The will was proved then.

Ques. Between what streets is this
Washington Street property?

Ans. Between West Street and York,
right by the Brooklyn Bridge.

Ques. Is there a building on it?

Ans. There is.

Ques. Describe it?

Ans. A two story extension frame-house
filled in with brick, consisting
of about 14 rooms.

Ques. When was it built?

Ans. I don't know.

Ques. Have you any approximate idea?

Ans. I have not.

Ques. Is it occupied? Ans. It is.

Ques. How? Ans. By several families of tenants.

Ques. What rent do they pay?

Ans. They pay \$750. per year all together.

Q. Who collects the rent?

A. My agent.

Ques. What is his name? Ans. Wm. Coit.

Ques. Where is his office?

Ans. 44 Court Street Brooklyn.

Ques. State what rental the different tenants pay?

Ans. I do not know.

Ques. Have you ever bought and sold any real estate in Brooklyn?

Ans. Yes.

Ques. When?

Ans. I have been buying real estate in Brooklyn since 1875.

Ques. Any on or near Washington Street?

Ans. I bought in 1879, a house and lot No. 44 Pearl Street Brooklyn.

Ques. How near is that to No. 98 Washington Street?

Ans. About five blocks away.

Ques. Do you still hold that property on Pearl Street?

Ans. Yes.

Ques. Describe the Pearl Street property?

+ Ans. It is 45 feet on the street by 50 feet in depths. The house is a three story frame house with an "L" extension which is two stories high. Besides the 3 stories there is a basement of brick, and a cellar.

Q. From whom did you get it?

+ A. From Harriet A. Butler.

Ques. Did you take the title in your own name?

Ans. Yes sir:

Ques. And it stands in your own name today? Ans. Yes sir:

+ Ques. Was the deed recorded in Kings County?

Ans. Yes, sir:

Ques. What did you pay for it?

+ Ans. About \$500.

Ques. How, near \$500.

Ans. Just near enough to be \$500.

Ques. Did you pay \$500. in cash for it?

Ans. Yes.

+ Ques. Did you buy it free from all encumbrances? Ans. Yes sir:

Ques. Have you since mortgaged it?

+ Ans. No.

Ques. Is there any encumbrance of any kind on it? Ans. No.

Ques. Do you know when that house was built? Ans. No, sir:

Ques. It is occupied.

Ans. Yes.

Ques. By whom?

Ans. Three families

Ques. How much does it rent for?

Ans. \$850. per year.

Ques. Do you know the tenants names

Ans. I do not.

Ques. What other Personal or things
belonging properly to your house-
hold that you acquired by
purchase?

+ Ans. 119. High Street.

Ques. When did you buy that?

+ Ans. In June 1882.

Ques. Of whom?

+ Ans. Thomas Wedington

+ Ques. For how much? Ans. \$10,000.

Ten Thousand Dollars ^{and paid} \$500

Ques. Did you pay him that amount
in cash for it? Ans. Yes sir.

+ Ques. Is there any encumbrance of
any kind on it?

+ Ans. Yes, a mortgage for thirty seven
hundred dollars.

+ Ques. Any other encumbrance?

+ Ans. That is all.

Ques. Who holds that mortgage?

+ Ans. Miss Georgiana How.

Ques. What other things bounty real estate
XX have you that you bought
+ Ans. No. 17 Union Ave.

Ques. Please describe 119 High Street.

+ Ans. A house in the rear, four stories,
basement and cellars filled in
with brick, having two tenants
to the floor. The front house is
four stories, the lower ones being
for stores or office purposes, and
the upper stories for tenants.
The lot is 45 feet 11 in x 102 feet.

Ques. What rental does that property
pay?

+ Ans. Fifteen hundred dollars per year.

+ Ques. Describe the property at 17 Union Ave.

+ Ans. The lot is 45 feet by 110 feet more or less.
The house is a two story frame,
brick filled, with cellar, rents for
\$300 per year.

+ Ques. When did you buy that?

+ Ans. In June, 1884, from Thomas Wedington.

Ques. What did you pay?

+ Ans. Thirty five hundred dollars.

Ques. In cash? Ans. Yes.

+ Ques. Are there any encumbrances
on that property?

+ Ans. No sir.

Ques. Does any other person own property

you have bought and still own
Ans. I own no other improved
property that I have bought.
Ques. Does the title to all the property
you have mentioned as bought
by you stand in your name?
Ans. Yes.

Ques. What minor improved lots do you
own in Brooklyn that you
have bought?

Ans. I own lots on St. Marks Ave.
between Albany and Troy Avenues.
These lots lie in two parcels, two
lots in each. Each lot is twenty
five feet wide by one hundred
and twenty seven feet and
nine inches deep.

+ W. When did you buy them?

+ W. In 1881 or 1882, of the estate
from Daniel Boston.

+ Ques. For how much?

+ Ans. \$850. each.

Ques. What other Brooklyn property do
you own that you bought?

Ans. A house and 15 adjoining
lots on Dean Street Brooklyn between
Troy and Schermerhorn Avenues.
The lots are each 25 feet wide and
vary in depth from 130 to 150 feet deep.

4 XXII The house is a two story frame house.
The property rents for \$600 per year.

Q. When did you buy it?

A. 1879.

Q. From whom?

A. Harriet A. Batters.

Q. For how much?

A. \$15,750.00

Q. In cash?

A. Yes Sir:

Q. Please to give a list of the other property that you inherited from your father?

A. No. 12 High St., No. 14 High St.,
412 Jay Street, No. 38 and 40 Fleet
Street. (the homestead in which
my mother has a life interest.)
In addition to this I still own
fifteen or twenty houses and
lots in Brooklyn which were
left to me by my father. The
encumbrances on all the
property I have just mentioned
do not exceed eighteen thousand
dollars. The assessed valuation
of the real estate in Brooklyn
left to me by my father, and
which I now own, on the
tax books, is Three hundred

and fifty thousand dollars
What is the amount of your
indebtedness.

Ans. Not more than \$2000.

Q. Have you any notes or drafts
outstanding in favor of which your
name stands as maker or endorser?

Ans. No.

Q. Have you any bonds outstanding
upon which you are surety?

Ans. I am surety on a bail bond for
\$1000. a bail bond upon which
I hold \$3000. personal estate. Personally.
I am not surety on any other
bonds or undertakings. I am
not on any other bonds as
surety except secured by
mortgage.

Q. Are there any judgments against
you anywhere?

Ans. One of two hundred dollars
in Kings County, entered in
last February. I am now
appealing from it
and have secured it on
appeal. There is no
other judgment on record
against me anywhere as far
as I know. There have been

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XXIV

judgments against me which
I have satisfied of record
and paid. I am worth
at least Five Hundred
and fifty thousand dollar
over and above all my
debts & liabilities.

J. P. Johnson Howard

Done on to before me to
12th day of November 1887.

Geo. W. Barnett.
J. E. G.

Thomas M. Hartney, the other defendant on
said undertaking being duly sworn
by Mr. Justice Barrett says: I live
at 194 Wyckoff Street, Brooklyn.
I am a Contractor and builder.
I have no office. The undertaking
in this action now shown me
was signed by me with my mark,
after it had been read to me
by Mr. Syon the Notary. He read
it to me in an office at the corner
of Chatham and Chambers Streets
New York City, and I at once signed
it. I understand that my liability
on the undertaking does not
exceeds twenty thousand dollars.
I own a farm $2\frac{1}{2}$ miles north
of Patchogue, on Long Island
in Suffolk County. I bought
it in 1870 or 1871, within two years
of that time. I paid \$16,000. in
cash for it. I bought it from a
man named Smith, whose name
I think was Henry Smith. I
do not know where he now lives.
He then lived at or near 130 Fulton
Ave. Brooklyn, N.Y. William
Meeker a lawyer who then had
his office at the Tribune building.

5th
Assign
ment

XXV

in New York City, claimed the title for me. I think he is now in Philadelphia. I bought the property with my own money. I bought it free and clear of all encumbrance. There is no encumbrance on it now of any kind. That farm consists of one hundred and sixty five acres, one hundred of it being under cultivation. The rest is woodlands. There is a dwelling house on it, with a barn, stable and the usual other farm outbuildings. All these outbuildings were on the property when I bought it. The tenant works it on shares.

+ I own a house and lot on Smith Avenue, East New York, near Atlantic Ave. The lot is 45 feet by 100 feet. The house is frame with two stories and an attic, with a cellar. I bought it about two years ago from a man named James Wheeler for \$500. free and clear. I paid him that sum in cash, of my own money. The farm and this East New York property are in my

10A

Assignment

POOR QUALITY
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own name. There is no encumbrance
of any kind on the property I
have mentioned. No other person
has any interest in any of
said property. I own the two
houses and lots nos. 19 and 20
Fifth Ave. Brooklyn. I bought
the land some thirty years ago
from a man named William
Baepho. I took it in payment for
work which I had done for him
in digging cellars, grading &c.
I built the two houses about four
years ago. They cost \$7000. each
to build and are paid for.
The houses are 33 feet in width &
by forty five feet in depth. The
lots are 42 feet in width by 70
feet in depth each. The houses
are three story. Philadelphia front
The property is entirely unencumbered
I own the house and lot on the
West side of 20th Street adjoining
the last mentioned two lots.
The lot is 25 feet by 70 feet. The house
is 31 by 40 feet. The house is of the
same height and description as the
other two and was built by me
at the same time. It cost me \$6000.

2nd Original

2nd Original

XXVI

POOR QUALITY
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~~XXII~~ to build them, ~~there~~ being a strike
which increased the price of labor.
Mr. Austin Corbin offered me
\$17,000. for the farm near Patchogue
which I have mentioned, about
~~three~~ weeks ago. A railroad
has been surveyed across the
farm. I am not in active
business at present. I gave up
business about a year ago, at
the time of the strikes. I am
seventy four years old. I have

X.P.

4th

Assign
ment

No personal property. I own
Eleven lots and a house at
Elm Park on Staten Island. for
which I paid nine thousand
dollars about four years ago.
I bought it from a widow named
Greely. I paid cash for it. There
is no encumbrance of any kind
on it. I am not on any other bonds
or undertaking, except only a
revenue bond for \$100. I owe only
about Eleven dollars and fifty cents.

6th Assign

7th Assign

There are no judgments against
me anywhere, and no suits pending
against me. I am worth at least
twenty thousand dollars over all my
debts & liabilities

Sworn to before me this
24th day of November 1887.

Thomas + M^cCartney.
his
mark
Geo. b. Barretto.
J. S. C.

POOR QUALITY
ORIGINAL

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W. Reid Gould, Law Blank Publisher and Stationer, 108 Nassau St., N. Y.
Code of Civil Procedure, Sec. 1326.

Supreme Court
City and County of New York

Julius Saszynsky.
Plff & Resp.
- against -

Undertaking on Appeal.

Samuel H. Saszynsky.
Defd. & Appell

Whereas, on the twenty-seventh day of October 1887 in
the Supreme Court, City and County of New York, Julius Saszynsky
the above named respondent recovered a judgment against the above named appellant
for the sum of twelve thousand nine hundred seventy-one dollars
and twenty-six cents (\$12,971.⁷¹/₁₀₀ cents.)

And the above named appellant feeling aggrieved thereby, intends to appeal therefrom to the
General Term of the Supreme Court
in and for the first Department.

Now, therefore, we, Thomas McBarney residing at
No. 194 Wyckoff Street, in the City of Brooklyn
and J. P. Johnson Howard residing at No. 119 High Street
in the City of Brooklyn, do jointly and severally, pursuant to the
Statute in such case made and provided, undertake, that the appellant will pay all costs, damages
which may be awarded against him, if such
judgment so appealed from shall be affirmed, or the appeal be dismissed, together with all costs
and damages which may be awarded against the appellant thereon, not exceeding five hundred dollars.
Dated N.Y. November the 11th 1887.

State of New York,
City & County of New York ss.

Thomas McBarney.
J. P. Johnson Howard.

one of the subscribers to the foregoing undertaking
being sworn says, that he is a resident and a free holder within the State of New York, and
worth 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 11th day
of November 1887.

Wesley Syon
Notary Public, N.Y. Co. 160.

State of New York,
City & County of New York ss.

J. P. Johnson Howard, one of the subscribers to the foregoing undertaking
being sworn says, that he is a resident and a free holder within the State of New York, and
worth 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 11th day
of November 1887.

Wesley Syon
Notary Public, N.Y. Co. 160.

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STATE OF NEW YORK,

City of New York } ss.
County of New York
of November 18 87

I Certify, That on this Eleventh day

before me personally appeared the above named Thomas McArthur and
J. P. Johnson Howard, to me personally known

and known to me to be the individuals described in, and who executed the above undertaking, and severally
acknowledged that they executed the same for the uses and purposes therein mentioned.

Wesley Syon
Notary Public
New York
Nov. 160.

N.Y. Supreme Court.

Julius Seegynsky.

— ag't —

Samuel H. Seegynsky.

UNDERTAKING ON APPEAL.
from a judgment.

Morris Woodhead

Att'y for Appellant

45 Wisconsin St.

N.Y.

Within Undertaking.
Approved on the
Justification of
the Court.

Dated N.Y. Nov. 25/87.

Geo. L. Barnett

J. L.

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S U P R E M E C O U R T ,
City and County of New York.

----- x
J U L I U S L E S Z Y N S K Y , :
Plaintiff, :
against :
S A M U E L H . L E S Z Y N S K Y , :
Defendant. :
----- x

Exhibit 2.

City and County of New York; ss:

B E R N A R D W. T R A I T E L being duly sworn deposes and says that he is an Attorney and Counselor of the Supreme Court of the State of New York and has an office at 146 Broadway, New York City. That on the first instant he was retained by Messrs. Stern & Myers, plaintiffs attorneys herein to examine into the responsibility of J. P. Johnson Howard and Thomas McCartney the sureties given by defendant on his appeal from the judgment herein. That since said 1st instant he has been engaged in such examination and as the result states the following:

That from an examination of the depositions of said Howard and McCartney taken herein on the 22nd day of November ulto. and sworn to before his Honor Justice George C. Barrett deponent has called the following principal facts; said J. P. Johnson Howard swore that he resided at 147

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High Street, Brooklyn; that he had formerly made his office at 21 Park Row, New York and had had desk room with Max F. Eller at that place; that he owns real estate in Kings, Queens, Westchester, Franklin, Essex and Hamilton counties all in New York State, and in Union and Mercer counties New Jersey. That he owns a house and lot No. 98 Washington Street which he inherited from his father in 1883 and that it is not mortgaged or otherwise encumbered. That he bought a house and lot No. 241 Pearl Street, Brooklyn in 1879, that he still holds the Pearl Street property; and that he purchased it from Harriet A. Butler in his own name and that it still stands in his own name and that the deed was recorded in Kings County; that he paid \$8,000 for the same; that he bought it free of encumbrances and that he has not mortgaged it since and that there is no encumbrance of any kind on it at present; that he now owns 119 High Street, Brooklyn which he purchased in June, 1882 from Thomas Wedington for \$10,000 and that there is only one mortgage thereon held by Georgiana Howe for \$3700; that he now owns No. 17 Union Avenue, Brooklyn that he purchased it in June, 1882, from Thomas Wedington for \$3500, and that there are no encumbrances on that property; that he purchased and now owns four lots on St. Mark's Avenue between Albany and Troy Avenues in the City of Brooklyn, that he purchased them in 1881 or 1882 or thereabouts from Samuel Boston for \$850 each; that he now owns a house and fifteen lots on Dean Street between Troy and Schenectady Avenues in the City of Brooklyn which he purchased in 1879

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from Harriet A. Butler for \$15,750 in cash; that he inherited from his father in addition to the foregoing No. ¹²³~~125~~ High Street, No. 147 High Street, 212 Jay Street, 38 and 40 Fleet Street (the latter in which his mother has a life interest) and in addition he still owns 15 or 20 houses and lots in Brooklyn which were left to him by his father; that the incumbrances on all the foregoing described property do not exceed \$18,000; that the assessed valuation of the real estate in Brooklyn left to him by his father and which he now owns is \$350,000; that he does not owe more than \$2,000; that there are no notes or drafts outstanding upon which his name appears as maker or endorser; that there are no judgments against him anywhere except one of \$200 entered in Kings County in February, 1887, and which he has secured on appeal, and that he is worth at least \$550,000 over and above all his debts and liabilities. Said Thomas McCartnev the other surety sworn on the same day and examined before the same Justice swore that he resided at 194 Wyckoff street, Brooklyn; that he was a builder and contractor had no office at present, that he owned a farm two and a half miles North of Patchogue on Long Island in Suffolk County; that he bought it in 1870 or 1871 for \$16,000 in cash from a man named Smith; that he bought it free and clear of all incumbrances and that there is no encumbrance of any kind on it at present; that he owns a house and lot on Smith Avenue, East New York near Atlantic Avenue the lot is 25 by 100 feet; the house is frame with two stories and an attic and a cellar; that

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he bought it about ten years ago from a man named James Wheeler, for \$5,000 in cash free and clear. That the farm and the East New York property are in his own name and that there are no encumbrances of any kind on the same and that no other person has any interest in any of said property; that he owns the two houses and lots Nos. 19 and 20 Fifth Avenue Brooklyn, that he bought the land some thirty years ago from a man named William Selpho, that he built the two houses about four years ago, that they cost \$7,000 each to build and are paid for, that the houses are 21 feet in width by 45 feet in depth, the lots being 22 feet in width by 70 feet in depth each, that the houses are three story Philadelphia brick fronts and that the property is entirely unincumbered; that he owns the house and lot on the West side of 20th street adjoining the last mentioned two lots; the lot is 25 feet by 70 feet; the house is 21 feet by 40 feet, the house is of the same height and description as the other two and were built by him at the same time and cost \$8,000 to build; that he was 74 years of age and had no personal property; that he owned eleven lots and a house at Elm Park, Staten Island for which he paid \$9,000 about four years ago; that he only owes about \$11.50, that there are no judgments against him, anywhere and that he is worth at least \$70,000 over all his debts and liabilities.

That deponent set to work to investigate the truth of the foregoing statements made by said Howard and McCartney;

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Deponent caused N. H. Campbell, Jr., an experienced searcher in the office of the Register of the County of Kings to make a search in said office for all conveyances made to Thomas McCartney from January 1st, 1856 to December 31st, 1858 and from January 1st, 1875 to September 10th, 1887 and for all conveyances and mortgages made by Thomas McCartney from January 1st, 1875 to December 5th, 1887, for all conveyances made to J. P. Johnson Howard from January 1st, 1878 to October 1st, 1887, and for all conveyances and mortgages made by J. P. Johnson Howard from January 1st, 1878 to December 6th, 1887; that he caused D.M.&W.C. Tredwell, experienced searchers in the office of the Clerk of Kings County to make a search in said office for all judgments unsatisfied of record against J. P. Johnson Howard and Thomas McCartney for ten years last past and for notices of pendency of action and other small liens including orders appointing receivers against the same parties for four years last past. Copies of the returns of said Campbell and Tredwell are hereto annexed marked respectively "A", "B", and "C". Deponent has personally carefully examined each and every conveyance returned on Campbell's search and an epitome of such examination is contained in the schedule hereto annexed marked "D"; all of which schedules deponent desires to make a part of this affidavit. Deponent has called upon and had interviews with a large number of people in Brooklyn and New York with reference to and about the general pecuniary respon-

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sibility and the character and general reputation of said Howard and McCartney; he has visited the neighborhoods and the places where said Howard and McCartney reside and also the neighborhoods and locations of the various pieces of property claimed to be owned by said Howard and McCartney located in the City of Brooklyn. With reference to Thomas McCartney deponent says, that said McCartney resides at 194 Wyckoff Street, Brooklyn which is a miserable, wooden house very dilapidated in appearance, and is located in a very poor neighborhood being on the corner of Wyckoff and Bond Streets; that he has been living there only about three months. That the people in the neighborhood knew very little about him; that he had no credit at the corner grocery; that he was unknown at the Mechanics and Traders Exchange located at 165 Fulton Street, Brooklyn, a place where builders and mechanics congregate; that his name or address is not given in the Brooklyn City Directories issued for the years 1886 and 1887. Deponent was informed by Mr. John Maguire, attorney at law having an office in the Garfield Building, 16 Court Street, Brooklyn; that he knew said McCartney, has known him for several years; that his reputation was bad; that he, said Maguire would not trust him at all and that he was unaware that said McCartney owned any property on Smith Avenue near Atlantic Avenue in East New York, although he, said Maguire was then living and for a number of years has been living in that immediate neighborhood; that in fact at the present time said Maguire is residing on Smith Avenue near At -

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lantic ; deponent has been informed by James Maguire, who has a real estate office on the corner of Atlantic and Van Siclen Avenues which is but one block from Smith Avenue, that there is no house on said street, that is, Smith Avenue, near Atlantic Avenue, similar to the house described by McCartney in his deposition. Deponent has personally visited such neighborhood and failed to discover any house on Smith Avenue near Atlantic similar to the description given by said McCartney. Deponent has personally visited Fifth Avenue in Brooklyn, from where it begins at Atlantic Avenue and traveled over the whole of said Avenue from Atlantic Avenue to beyond 20th Street. Deponent says that there are no numbers 19 and 20 Fifth Avenue adjoining or opposite to each other; that in fact they do not exist at all. That on the left or southerly side of said Avenue on the corner of Atlantic Avenue the house is known as No. 1. That a very short block intervenes between it and the next avenue which is Flatbush Avenue and at which corner the building is numbered 25; that between the two last mentioned numbers there are no buildings numbered 19 and 20, and that on the right or north side of Fifth Avenue on the corner of Atlantic Avenue the building is numbered (two) 2; a short block intervening between it and Flatbush Avenue where the building is numbered 22 and that there are no buildings on that side that are numbered 19 and 20 and that none of the buildings on either side of Fifth Avenue between Atlantic

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and Flatbush Avenues adjoin 20th street on the West or adjoin it at all. That in fact 20th street is about thirty-four blocks southwest of Atlantic Avenue and the corners of Fifth Avenue and 20th street are numbered respectively 671 and 672. Deponent therefore states that it is utterly impossible for a house located on the West side of 20th street to adjoin houses on Fifth Avenue numbered respectively 19 and 20. That as a matter of fact there is a three story brick tenement house in a very poor and dilapidated condition situated on what might be called the westerly side of 20th street and adjoining and in the rear of three story brick buildings situated on Fifth Avenue running from 20th south to 21st street, and which houses as deponent is informed were built some fourteen or fifteen years ago by Thomas McCartney; deponent was so informed by the party who keeps the liquor store on the corner of Fifth Avenue and 20th street, said party gave information with reference to McCartney reluctantly and upon deponent's promise that he would not be called upon to testify; said informant told deponent that said McCartney did not own said house on 20th street nor any of the houses on Fifth Avenue adjoining and had not owned, if he ever did own any of them, for many years. That said corner house and the house in the rear on 20th street belonged to the Garrison estate; deponent was then informed by said party that a great many inquiries had lately been made about said McCartney;

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Deponent has been informed by one of the Messrs. Garrison, a lawyer and a son of the late Samuel Garrison that his father died possessed of the house on the corner of 20th street and Fifth Avenue and the house adjoining on the rear on 20th street and that he acquired the same by a deed dated March 31st, 1874 and recorded in the office of the Register of the County of Kings on April 20th, 1874 in Liber 1156 of Conveyances, page 37 and that said property still belongs to the estate of his late father; Mr. Garrison deponent's informant has an office at No. 49 Court street, Brooklyn; that he exhibited to deponent the deed of said premises and which deed deponent examined. Deponent has also examined the record of the deed from Mary McCartney and Thomas McCartney her husband to Samuel Garrison dated April 20th, 1874, recorded the same day in the office of the Register of the County of Kings, in Liber 1156 of Conveyances, page 39, an abstract of which deeds is hereto annexed marked "E". Deponent has personally searched the record in said last mentioned Register's office for all deeds and conveyances from William Selpho of lots or property on Fifth Avenue from the year 1852 down to the year 1882 and he failed to find any deed from said Selpho to Thomas McCartney but that he did find a deed from William Selpho to Mary McCartney the wife of Thomas McCartney which deed is dated January 27, 1868, recorded May 12th, 1868 in Liber 824 of Conveyances, page

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104 an abstract of which deed is given on the schedule hereto annexed marked "F". Deponent has examined the records in said Register's office for all conveyances to said Thomas McCartney from James Wheeler for nearly thirteen years last past but failed to find any, but deponent did find of record a deed made by Mary L. Robbins and husband to Maggie Ann McCartney dated February 15, 1877 recorded November 23d, 1877 in Liber 1297 of Conveyances page 425 an abstract of which conveyance is contained in the schedule hereto annexed marked "G". As the result of deponent's examination of the records in Kings County, personal inspection of localities, inquiries of individuals residing in the various neighborhoods, deponent reports and says, that said McCartney does not own two houses known as Nos. 19 and 20 Fifth Avenue nor did he own the same at the date of his examination; that he does not own a house on the west side of 20th street adjoining 19 and 20 Fifth Avenue nor adjoining any houses on Fifth Avenue between 20th and 21st streets and that said McCartney does not own any house on Smith Avenue near Atlantic Avenue east New York and that in fact said McCartney from the best of deponent's information and as he verily believes is utterly irresponsible. That there appears to be two judgments against said McCartney one for \$130.61 recovered July 25th, 1884, before Justice Courtney in Brooklyn and which judgment was docketed in the office of the Clerk of Kings County July 28th, 1884, and the other for \$475.85 recovered May

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29, 1878, and which are still unsatisfied of record.

In view of the foregoing developments deponent has not pursued his investigation of said McCartney any further. As to the surety Howard deponent says that he has called upon and had interviews with a number of persons in this City and Brooklyn; Mr. Max F. Eller, a lawyer of 21 Park Row, this city; Mr. Charles F. Holm, a lawyer having an office in the same place; Mr. William Coit, a lawyer having an office at No. 44 Court street, Brooklyn; Mr. Hugo Hirsch, a lawyer having an office at No. 16 Court Street, Brooklyn, several of the officials and searchers in the office of the Register and Clerk of Kings County, all of whom know said Howard personally and the most of whom have known him for several years and his general reputation as given to deponent by all of the foregoing is to the effect that said Howard is utterly irresponsible, owes money all around and is unworthy of belief; Max F. Eller says that Howard had desk room with him for some time and that he, said Eller, is familiar with said Howard's pecuniary condition and characterized the statement made by Howard to the effect that he, said Howard, was worth \$550,000 as absolutely false. Also the statement that he, said Howard, owned fifteen lots and a house on Dean Street, Brooklyn, as absolutely false and the statement that he said Howard, had no notes or drafts outstanding upon which he was maker and endorser and that there were no judgments

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against him except one in Kings County as absolutely false and untrue; Mr. Charles F. Holm, informed deponent that he had a note made by said Howard for \$25. past due about three years which he would gladly sell for \$5. That he considered said note absolutely worthless and that he believed and considered said Howard utterly irresponsible, untruthful and untrustworthy; Mr. William Coit of 44 Court Street, Brooklyn, informed deponent that he has known Howard for a number of years That said Howard inherited some property from his father in 1883 which property at that time probably amounted to about \$50,000; that he, said Howard, has been very extravagant and reckless since that time, has mortgaged his property right and left, has incurred indebtednesses and had a large number of judgments recovered against him within the last four years. That he, said Coit, had come to the rescue of said Howard, paid off a number of said judgments, had taken and now held a mortgage on all of said Howard's real estate in Brooklyn and had a general Power of Attorney to collect the rents and manage said property, which power of attorney is irrevocable until after the payment of said Howard's indebtedness to him, said Coit; deponent read an abstract of said Howard's deposition herein to said Coit and he characterized it either as the basest fabrication or else the hallucinations of a lunatic; Mr. Coit informed deponent that all of said Howard's property located in the City of Brooklyn which he is aware of consisted of the following:

98 Washington Street; 119, 123 and 147 High Street; 212 Jay Street; 241 Pearl Street; 38 and 40 Fleet Street

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and 17 Union Avenue; that if said property were sold at forced sale it would not bring the amount of incumbrances thereon, that if it was nursed and sold off gradually at full value it might bring a small amount over the incumbrances thereon; that the mortgages now on said property amount to over \$30,000. Deponent says that there appears to be unsatisfied of record fourteen judgments against said Howard, docketed in the office of the Clerk of Kings County and which aggregate about \$4,000. All of which are liens upon said Howard's real estate with the exception of the judgment of Max F. Eller and Pauline Ettlinger. Deponent caused a search to be made in the Tax Office in Brooklyn by E. W. Coburn one of the searchers in said office for the assessed valuation of the property belonging to said Howard for the year 1887 with the following result: 98 Washington Street is assessed at \$2,000. 119 High Street at \$4,000; 123 High Street, at \$2100; 147 High Street at \$2500, 212 Jay Street, at \$4500, 241 Pearl Street at \$3500, 17 Union Avenue at \$1400 and 38 and 40 Fleet Street at \$4600. the total assessed valuation being \$24,600, he informed deponent that these various valuations were 70 per cent of the market value of the several pieces of property hereinbefore enumerated, which would make the total market value of said property a little over \$35,000. Deponent consulted Evan J. Rustin a real estate broker having an office at the corner of Court and

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Jeralemon Streets, Brooklyn, as to the market value of the various pieces of property hereinbefore enumerated. And said Rustin informed deponent that the following valuations would be the very highest that could be possibly put on the same providing the various pieces of property were in good condition; 98 Washington Street \$6,000. 119 High Street \$4500. 123 High Street \$4200, 147 High Street \$4250, 212 Jay Street \$4750. 241 Pearl Street \$5000 and 38 and 40 Fleet Street \$8,000, 17 Union Avenue \$4,000. Total a little over \$40,000. That these valuations were based upon the assumption that the various pieces of property were all tenanted paying good rentals and were in good condition but that said Rustin did not believe and could not say without a personal inspection and examination of the various pieces of property that the same would bring more than 30 or 40% in excess of their assessed valuation. From an examination of the records in the office of the Register of Kings County deponent finds that on May 16th, 1885, Charles B. Farley as Sheriff of Kings County made and executed to Leopold Gusthal, a deed of the eight lots and house on Dean street which said Howard purchased from Harriet A. Butler in 1879. That said Gusthal still owns said Dean Street property and that said deed is recorded in Liber 1612 of Conveyances, page 217 and that said Howard has not owned said Dean Street property since May 1885.

Deponent further says that there is no record of any Deed in the office of the Register of Kings County

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from Samuel Boston to said J. P. Johnson Howard from Jany. 1st, 1878 to October 1st, 1887 and deponent therefore says on his information and belief that said Howard is not the owner of any lots on St. Marks Avenue, Brooklyn. Deponent further says that it appears from the books in the office of the District Attorney of Kings County that said J. P. Johnson Howard was indicted on June 26th, 1882 for perjury, but for some reason unknown to deponent has never been arraigned on said indictment. That a number of orders appointing receivers of the estate of said J.P. Johnson Howard are on file in the office of the Clerk of Kings County and among others deponent has examined the following, all of which remain unrevoked. On March 6th, 1885, in the action of Alexander P. Gould against said Howard, an order was made by Judge Edgar M. Cullen of the Supreme Court, appointing Bernard J. York, Receiver of the estate of said Howard on June 20th, 1885, said York filed his Bond duly approved. On April 28th, 1886, an order was filed appointing a receiver of the estate of said Howard but which order deponent has been unable to find.

On May 26th, 1886, in the action of Thomas Hooper against said Howard an order was entered by Judge Cullen extending the receivership of Leonard Moody in the estate of said Howard heretofore appointed in the action of Joseph and Richard Lamb against Howard.

On September 15th, 1886 in the action of Edward M. Knox and another against said Howard, an order was

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made by Judge Henry A. Moore County Judge extending the receivership of said Leonard Moody in the estate of said Howard.

In this latter action the examination of said Howard supplementary to execution discloses the following :
On February 20, 1886 said Howard was examined under oath before Judge Henry A. Moore and swore to the following.
"I reside at 541 Dean Street, am in business at 119 High Street am the only heir at law and next of kin of my father Samuel J. Howard, he left a widow, left all his property to me with the exception of a few legacies, he died possessed of the following real estate in Brooklyn 123 High street, 212 Jay Street, 38 and 40 Fleet Street, 98 Washington Street, 147 High Street, and no other property in High street. I own 119 High street by purchase, he left me No. 25 Varet Street, Williamsburg, and no other property in Williamsburg, he left me real estate in Essex, Hamilton and Franklin Counties, New York State, he left me 217 Sullivan street, New York City and no other property in New York City, no property situated in any other city in this state, he left me one vacant lot on Buffalo Avenue and a house and ten or twelve lots on Dean Street, Brooklyn. I have given you all my father left me by his will in Brooklyn. I have given you every bit of property my father left me in this State. Mr. Wm. Coit collects the rents of 119 High street, Jay, Washington and 40 Fleet street, Union Avenue, Varet and Pearl streets. I own 17 Union Avenue and 241 Pearl Street, Brooklyn. I

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own property in Essex, Franklin and Hamilton Counties, that I did not get from my father about forty acres in Essex County. I do not know whether my property in Hamilton County is one or one hundred acres, about 39 or 40 in Franklin County. I think I have given you all the property I own in this State." On May 8, 1886 in the same matter said Howard was further examined and testified as follows. "Mr. Coit is now collecting the rents of all my property in Brooklyn and has been so collecting since October 18, 1884, he holds all my property under Power of Attorney to collect rent. I consider my property to be worth above all mortgage and liens about \$30,000."

On May 24, 1887 an order was entered in the office of the Clerk of Kings County, substituting John Oakey as receiver of said Howard in place of Leonard Moody who is removed by the said order for failing to act. Said Howard is directed by the said order to execute conveyances of all his real estate to the said receiver and is enjoined from making any transfer or other disposition of his property (not exempt by Sec.2463 of the Code) until the further order of this court. This order is made in the action of Richard Lamb against Howard and is still in force.

On June 13 1887, in the action of Henry Bendall and another against said Howard an order was entered in the office of the Clerk of Kings County appointing John Oakey, receiver of the estate of said Howard. On August 8 1887

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in the action of Julia A. Barton against said Howard an order was made by Judge Bartlett extending the receivership of John Oakey in the estate of said Howard and by said last mentioned order said Howard is directed to convey all his estate to said receiver and enjoined from interfering with or disposing of the same, this latter order still remains in full force. On August 3, 1887 in the latter action said Howard was examined before Judge Bartlett and testified as follows.

"I own 147 High street, where I live. I don't know its exact value. It is encumbered for about \$4 000. I have no household effects, those in my house are encumbered by a chattel mortgage probably now held by Lord and Taylor, It was made by me, it is \$3,000, and odd dollars. I do not own any bonds, stocks, railroad securities or bank stock of any kind or nature I own several pieces of real estate, to wit: 123, ~~123~~ and 119 High street, 212 Jay st. 241 Pearl Street, 17 Union Avenue, 40 Fleet street and equity in 38 Fleet Street all in the City of Brooklyn, the mortgages and encumbrances on these amount to about \$35,000. I don't know the value of the property."

All of the foregoing orders and examinations are on file in the office of the Clerk of Kings County. Depo-
nent therefore says that said Howard testified falsely in his examination herein when he stated that he owned four lots on St. Marks Place, Brooklyn, fifteen lots and a house on Dean street, Brooklyn, fifteen or twenty houses in Brooklyn in addition to those specifically enumerated,

**POOR QUALITY
ORIGINAL**

0737

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that the assessed valuation of his real estate in Brooklyn was \$350,000, that the encumbrances on said real estate did not exceed \$18,000, that there were no judgments against him except one for \$200. and that he was worth \$550,000, over and above all his debts and liabilities, and that he said Howard swore ~~e~~ falsely in many other details contained in said examination to numerous and by deponent considered unnecessary to further point out.

Deponent further says that the house where said Howard resides is a frame structure seemingly very much out of repair, located in a very inferior neighborhood and is not such a residence as would be occupied by a man worth a half a million of dollars.

Deponent desires to call attention (without however making any comment) to the following significant fact which appears from the undertaking and depositions of Howard and McCartney.

The acknowledgment to the undertaking herein was made before one Wesley Lyon a Notary, by McCartney in an office on the corner of Chatham and Chambers streets, by Howard in the Real Estate Exchange in Liberty Street, Wesley Lyon Notary is entered on the books of the County Clerk of this County as having an office at 155th street and 10th Avenue in the City Directory of 1886, Wesley A. Lyon (and no Wesley Lyon) is given as being in the real estate business at the corner of 10th Avenue and 155th Street, in the City Directory of 1887, no Wesley Lyon is

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ORIGINAL

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given, but Wesley A. Lyon, business, lawyer, office Tenth Avenue, and 155th street, and - house 505 West 155th street is given. In conclusion deponent says that based upon the inquiries made by him herein he is fully convinced that the sureties Howard and McCartney are utterly irresponsible, and further that they have wilfully and corruptly falsely sworn as to their pecuniary condition and thereby imposed a bogus and worthless bond upon the plaintiff and the Court.

B. H. H. H.

Sworn to before me this

13th day of December, 1887.

Frederick H. H. H.
Notary Public
Ivy Co.

Sworn to before me this }
27th day of February 1888 }

A. J. H. H.

John H. H.

POOR QUALITY
ORIGINAL

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SCHEDULE "A"

Search in the office of the Register of the County
of Kings for Conveyances Made to

THOMAS Mc CARTNEY from Jany 1, 1856 to Dec. 31, 1858
& " Jany. 1, 1875 to date of return.

HENRIETTA Mc CARTNEY

Deed dated Dec. 15, 1883.
Rec. liber 1535 p. 172
Dec. 15, 1883.

To

THOMAS Mc CARTNEY.

None other found to Sept 10, 1887.

N. H. Campbell Jr.

Searcher.

Search in the office of the Register of the County
of Kings for Conveyances and Mortgages made by

THOMAS Mc CARTNEY from Jany 1, 1875, to date of return.

MARY M. CARTNEY &

Deed dated July 28, 1875

THOMAS Mc CARTNEY

Rec. liber 1211 p 154

To

July 29, 1875.

FREDERICK ORTLY.

POOR QUALITY
ORIGINAL

0740

2

CATHARINE F. Mc CARTNEY

& THOMAS Mc CARTNEY

To

SUSAN H. HUBBARD.

Agreement dated Dec. 21, 1876

Rec. liber 1263 p 139

Dec. 29, 1876.

MARY Mc CARTNEY, Wife

of THOMAS Mc CARTNEY

To

MARY D. GODFREY, Wife

of WILLIAM K. GODFREY.

Mortgage for \$650,

dated July 1, 1875.

Rec. liber 1286. p. 291.

July 22, 1875.

T h e S a m e

to

ROXANA SUYDAM, wife of NICHOLAS

D. SUYDAM.

Mortgage for \$600. dated

July. 1, 1875

Rec. Liber 1286 p.295

July 22, 1875.

THOMAS McCARTNEY and wife

to

JAMES V. McKEE and THOMAS McKEE

Mortgage for \$500.

Dated Dec. 31, 1883

Rec. Liber 1052 p.

365. Dec. 31, 1883.

None other found to Dec. 5, 1887.

N. H. Campbell, Jr.,

Searcher.

POOR QUALITY
ORIGINAL

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SCHEDULE "B"

Search in the office of the Register of the County
of Kings for Conveyances made to

J. P. JOHNSON HOWARD

Since Jany 1, 1878 to date
of return.

HARRIET A. BUTLER

To

Deed dated Jany 8 1879.

Rec. liber 1362 page 523.

J. P. JOHNSON HOWARD

Aug. 5, 1879.

ALBERT BEAUMONT

To

Release dated Jany 8, 1883.

Rec. liber 1492 p. 154.

J. P. JOHNSON HOWARD

Jany 10, 1883.

THOMAS WEDENGTON &
Wife

To

Deed dated June 29, 1883.

Rec. liber 1530 p. 489.

J. P. JOHNSON HOWARD

Nov. 8, 1883.

THE SAME

To

Deed dated June 8, 1883.

Rec. liber 1530 page 491.

THE SAME

Nov. 8, 1883.

EMELINE T. HOWARD

with

Agreement dated Sept 8, 1883.

Rec. liber 1532 p. 18.

JACOB P. J. HOWARD.

Nov. 17, 1883.

POOR QUALITY
ORIGINAL

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4

THOMAS WEDINGTON &
Wife

To

J. P. JOHNSON HOWARD

Deed dated Nov. 16, 1883.

Rec. liber 1532 p. 21 "

Nov. 17, 1883.

THE LONG ISLAND BANK

To

JACOB P. JOHNSON HOWARD.

Deed dated April 26, 1884.

Rec. liber 1559, page 369.

May 23, 1884.

EMELINE T. HOWARD

To

JACOB P. JOHNSON HOWARD

Release of Dower dated June

3, 1884. Rec. liber 1561,

p. 207.

June 4, 1884.

WILLIAM COIT

To

J. P. JOHNSON HOWARD.

Deed dated May 23, 1885.

Rec. liber 1615. page 324.

June 20, 1885.

See Release Rec. liber 1615 p. 328

" " " " 1615 p. 329.

JOHN Y. SMITH

To

J. P. JOHNSON HOWARD.

Deed dated Sept 12, 1884.

Rec. liber 1616 page 1.

June 23, 1885.

**POOR QUALITY
ORIGINAL**

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5

See Release of Judgment, Rec. liber 1618 p. 338.

WILLIAM COIT

To

JACOB P. JOHNSON HOWARD.

Release of Mortgage dated
Sept. 16, 1886.

Rec. liber 1689 p. 531.

Sept. 17, 1886.

None other found to Oct. 1, 1887.

N. H. Campbell, Jr.

Searcher.

Search in the office of the Register of the County
of Kings for Conveyances and Mortgages made by

J. P. JOHNSON HOWARD, from Jany 1, 1878. to date of return.

EMELINE T. HOWARD

with

JACOB P. J. HOWARD.

Agreement dated Sept 8, 1883

Rec. liber 1532. page 18.

Nov. 17, 1883.

JACOB P. JOHNSON HOWARD

To

THE LONG ISLAND BANK

Deed dated Oct. 9, 1883.

Rec. liber 1537 p. 474..

Jany 8, 1884.

POOR QUALITY
ORIGINAL

0744

6

J. P. JOHNSON HOWARD &
Wife

To

JOHNEY. SMITH.

Deed dated Aug. 13, 1884.

Rec. liber 1573 page 157.

Sept 12, 1884.

JACOB P. JOHNSON HOWARD
& Wife

To

WILLIAM COIT.

Deed dated July 1, 1884.

Rec. liber 1574 p. 311.

Sept 23, 1884.

JACOB P. JOHNSON HOWARD
& Wife

To

WILLIAM COIT.

Deed dated July 1, 1884.

Rec. liber 1574 p. 314.

Sept. 23, 1884.

JACOB P. JOHNSON HOWARD

To

WILLIAM COIT

Power of Attorney dated

May 29, 1885.

Rec. liber 8, p. 332.

July 8, 1885.

J. P. JOHNSON HOWARD
& Wife

To

EDWIN C. MOTT.

Deed dated Oct. 1, 1884.

Rec. liber 1625, page 516.

Sept. 10, 1885.

JACOB P. Johnson Howard

and wife

to

Paul Kach.

Deed dated Sept. 16, 1886.

Rec. Liber 1689, page 534.

Sept. 17, 1886.

**POOR QUALITY
ORIGINAL**

0745

J. P. Johnson Howard
and wife

To

Ada M. Chapman.

Mortgage for \$2000

Dated Aug. 2, 1881.

Rec. Liber 1535, p. 152

Aug. 30, 1881.

J. P. Johnson Howard
and wife

To

Pauline Ettlinger.

Mortgage for \$1500

Dated Jany. 2, 1883.

Rec. Liber 1599, p. 339.

Jany. 10, 1883.

Jacob P. Johnson Howard
and wife

To

Morris M. Budlong, Hattie B.
Budlong, Helen E. Budlong,
and Samuel Budlong.

Mortgage for \$2000

Dated Jany. 28, 1884.

Rec. Liber 1657 p. 293.

Jany. 29, 1884.

Jacob P. Johnson Howard
and wife

To

The Brooklyn Home for Aged
Men

Mortgage for \$2500

Dated Feby. 20, 1884.

Rec. Liber 1660, p. 293.

Feby. 20, 1884.

POOR QUALITY
ORIGINAL

0746

8

Copy
Jacob P. Johnson Howard
and wife

To

Thomas H. Williams, Ex-
ecutor of Morgan L. Savage
Deceased.

Mortgage for \$3,000

Dated May 23, 1884.

Rec. Liber 1679, p. 29.

May 23, 1884.

Jacob P. Johnson Howard
and wife

To

Thomas H. Williams, Execu-
tor &c., of Morgan L.
Savage, dec'd.

Mortgage for \$3,000.

Dated May 23, 1884.

Rec. Liber. 1679, p. 34.

May 23, 1884.

J. P. Johnson Howard

To

Charles F. Holm.

Mortgage for \$450.

Dated May 29, 1884.

Rec. Liber 1681, p. 177

June 3, 1884.

Jacob P. Johnson Howard
and wife

to

Georgiana How.

Mortgage for \$3700.

Dated June 3, 1884.

Rec. Liber 1681, p. 325.

June 4, 1884.

POOR QUALITY
ORIGINAL

0747

J. P. Johnson Howard
and wife

to

Samuel Crowell

Mortgage for \$1850.

Dated May 25, 1885.

Rec. Liber 1749, p. 528

June 20, 1885.

J. P. Johnson Howard
and wife

To

Darius Crowell

Mortgage for \$1500.

Dated May 25, 1885.

Rec. Liber 1749, p. 530.

June 20, 1885.

J. P. Johnson Howard
and wife

To

William Coit.

Mortgage for \$4550.

Dated May 27, 1885.

Rec. Liber 1749, p. 534.

June 20, 1885.

J. P. Johnson Howard
and wife

to

Frank N. O'Brien.

Mortgage for \$1100.

Dated June 20, 1885.

Rec. Liber 1750, p. 73.

June 22, 1885.

**POOR QUALITY
ORIGINAL**

0748

10

J. P. Johnson Howard
and wife

To

38
40 full George W. T. Lord, Samuel
Lord, Jr., and Edward P.
Hatch.

Mortgage for \$2000.

Dated June 20, 1885.

Rec. Liber 1750, p. 77.

June 22, 1885.

J. P. Johnson Howard
and wife

To

✓ Jessie C. Hussey.

Mortgage for \$3000.

Dated July 18, 1887.

Rec. Liber p.

Nov. 19, 1887.

None other found to December 6, 1887.

N. H. Campbell, Jr.,

Searcher.

**POOR QUALITY
ORIGINAL**

0749

SCHEDULE "C"

TO D. M. and W. C. TREDWELL,

Please Search in the office of the Clerk of Kings County for Judgments and Decrees, docketed therein from all Courts (including Surrogate's Decrees) unsatisfied of record, against

J. P. Johnson Howard,)
Thomas Mc Cartney,) for 10 years last past.

Search also for:

Notice of Pendency of Action, Sheriff's Certificates of Sale, Insolvent's Assignments, Collector's Bonds, Mortgages to Loan Commissioners, Mechanics' Liens, Notices of Foreclosure by Advertisements, General Assignments, and Orders appointing Receivers.

Against the following persons, and for periods set opposite their names respectively, and continue for Sheriff's Certificates to a period Ten Years subsequent to such last-named periods respectfully,

Affecting premises laid down on diagram.

J. P. Johnson Howard,)
Thomas Mc Cartney,) for 4 years last past.

for
Traitel & Otterbourg,
146 Broadway.

POOR QUALITY
ORIGINAL

0750

Max F. Eller	)	Judgt. City Ct. Bklyn.
against	)	\$700
Jacob P. Johnson Howard	)	Perf. & Doc. Dec. 9, 1884.
	)	Max F. Eller.
Pauline Ettlinger	)	Judgt. Sup. Kings
against	)	Def. \$422.22
S a m e	)	Doc. June 24, 1885.
	)	Platt & Bowers.
Joseph Lamb, Richard Lamb	)	Judgt. Sup. N. Y.
against	)	\$132.77
S a m e	)	Perf. Aug. 12 Doc. Aug. 13, '85
	)	Smith & White.
Andrew C. Flatley	)	Judgt. City Ct. Bklyn.
against	)	\$198.27
S a m e	)	Perf. Oct. 6, Doc. Oct. 6, 1885
	)	Michael Gru.
Thomas Hooper	)	Judgt. Sup. Kings
against	)	\$125.02
S a m e	)	Doc. Dec. 24, 1885.
	)	H. L. Brant.

POOR QUALITY
ORIGINAL

0751

James C. Quinn

against

S a m e

) Judgt. Sup. Kings,
)
) \$824.15
)
) Doc. Jan. 19, 1886.

Edward Jacobs.

Peter Mallon

against

S a m e

) Judgt. Courtney Justice,
)
) \$70.15
)
) Perf. Apl. 26, Doc. Apl. 27,
1886.

Released as to certain property See Release filed.

Sept. 22, 1886.

Louisa C. Johnson

against

Jacob P. Johnson Howard,
as Ex. &c. of Samuel J.
Howard, Dec'd.

) Judgt. Sup. Kings
)
) \$250
)
) Doc. May 25, 1886.
)
) Max Boyersdorfer.

Herman M. F. Randolph

against

Jacob P. Johnson Howard

) Judgt. City Ct. Bklyn
)
) \$369.45
)
) Perf. & Doc. Oct. 15, 1886.
)
) A. C. Auvery.

Emelie T. Howard

against

S a m e

) Judgt. City Ct. Bklyn.
)
) \$246.38
)
) Perf. & Doc. Nov. 16, 1886.

Michael Gru.

POOR QUALITY
ORIGINAL

0752

3

Julia A. Barton

against

S a m e

)
) Judgt. Sup. N. Y.
)
) \$191.40
)
) Perf. Jan.4, Doc. Jan.5,1887.
Sherman & Sterling.

Annie E. Richardson

against

S a m e

) Judgt. Courtney Just.
)
) \$74.85
)
) Perf. Doc. Feb. 4, 1887.

Henry J. Bendall, Robert

A. Bendall

against

S a m e

) Judgt. Sup. N. Y.
)
) \$482.89
)
) Perf. Feb. 3, Doc. Feb. 7,
1887.
)
D. R. Garniss.

Samuel C. Wait, Samuel

Adams

against

S a m e

) Judgt. Courtney Just.
)
) \$88.71
)
) Perf. Feb./4, Doc. Feb. 16,
1887 .

Joseph W. Hilyard

against

Thomas Mc Cartney

) Judgt. Sup. Kings.
)
) Def. \$475.85
)
) Doc. May 29, 1878.
I. H. Gaines.

POOR QUALITY
ORIGINAL

0753

4

George Elford and Charles	)	Judgt. Courtney Just.
E. Elford)	
against	)	\$130.61
Thomas Mc Cartney	)	Perf. July 25, Dec. July 28,
	)	1884.

Ida A. Dingee	)	Lis Pens. May 14, 1884.
against)	
J. P. J. Howard)	

The Home for Aged Men	)	Lis Pens. Sept. 19.
vs.)	
Same)	

Mary P. Squire	)	Lis. Pens. Dec. 23.
against)	
Same)	

J. H. Colyer	)	Lis Pens. Dec. 30.
against)	
Same)	

Dan.W. Northrup	)	Lis Pens. April 29, 1885.
vs.)	
Same)	

POOR QUALITY
ORIGINAL

0754

5

Eliza Frederick

against

Same

) Lis Pens. June 30. 1886

)

)

)

)

Ellen S. Smith

vs.

Same.

) Lis Pens. Apl. 19, 1886.

)

)

)

)

William Coit

vs.

Same.

) Lis Pens. Apl. 29, 1886.

)

)

)

)

Chas. L. Cornish

vs.

Thomas Mc Cartney.

) Lis Pens. Jan. 30, 1884.

)

)

)

)

POOR QUALITY
ORIGINAL

0755

6

See Order Apt. Rec. Jacob J. Howard Mch. 6, 1885.

" " " " " " " Apl. 28, 1886

" " " " " " " May 26, "

" " " " " " " Sept. 15, "

" " " " " " " May 24, 1887

" " " " " " " June 13 "

" " " " " " " Aug. 8 "

Fees \$ 5.00

None other found December 5, 1887 .

Paid

D.M. & W. C. Treadwell,

1887.

Searchers.

POOR QUALITY
ORIGINAL

0756

SCHEDULE "D"

Containing an amplification of Schedules "A" and
"B"

Liber 1535 of Cons. p. 172.

Deed of lot on St Marks Ave. 175 ft. W. of Grand
Ave. 25 x 182 x 26⁶ x 173 ft. does not relate to property
of surety under investigation.

Liber 1211 of Cons. p. 154.

Deed for lot on Eighth St. 273 ft. 9 in. S.E. of
2nd Ave. 50 x 100 does not relate to property of surety
under investigation.

Liber 1263 of Cons. p. 139.

Agreement to exchange property No. 245 Wy^Kcoff St.
belonging to one Hubbard for property at Delaware Water
Gap belonging to McCartney does not relate to property of
surety under investigation.

Liber 1286 of Mtges. p. 291.

^{\$650.00}
Mortgage for ~~1250~~ on 8th St. lots above described.

Liber 1286 of Mtges. p. 295.

Mortgage for \$600 on 8th St., lots above described.

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ORIGINAL**

0757

2.

Liber 1652 of Mtges. p. 365.

Mtge. for \$500. on St. Marks Ave. property above described.

Liber 1362 of Cons. p. 523.

Deed for Varet St. property, subsequently sold, also 241 Pearl St. still in possession, also eight lots and a house on Dean St. subsequently sold under foreclosure of mortgage, all for an expressed consideration of \$8,000.

Liber 1492 of Cons. p. 154.

Release of Dean St. lots from the lien of the mortgage, made by J. P. Johnson, Howard to Beaumont, dated Sept. 20th, 1880.

Liber 1530 of Cons. p. 489.

Deed of 119 High St., for an expressed consideration of \$8,500, still in possession.

Liber 1530 of Cons. p. 491.

Deed of 17 Union Ave for an expressed consideration of \$4,850., still in possession.

Liber 1532 of Cons. p. 18.

Release of dower by Emmeline T. Howard in the Estate of Samuel J. Howard father of J. P. Johnson Howard otherwise known as Jacob P. J. Howard and agreement on latter's part to pay her the annuity of \$250 under the will of

**POOR QUALITY
ORIGINAL**

0758

3
1
Samuel J. Howard the rent of 38 Fleet St., eight tons of coal per annum and groceries to the extent of \$8. per month, all of which payments to be made during the natural life of the said Emmeline T. Howard.

Liber 1532 of Cons. p. 21.

Correction of description contained in deed recorded in liber 1530 of Cons. p. 489.

Liber 1559 of Cons. p. 369.

Deed for No. 147 High St., consideration of \$1. still in possession.

Liber 1561 of Cons. p. 207.

Release of dower in 119 High St. consideration \$1.

Liber 1615 of Cons. p. 324.

2
Deed for 123, 119 and 147 High St., 17 Union Ave., Varet St. lot, 38 and 40 Fleet St., 98 Washington St., 212 Jay St., and 241 Pearl St., for an expressed consideration of \$1.

Liber 1615 of Cons. p. 328.

Release of all foregoing described real estate from the lien of judgment recovered by Max F. Eller against J. P. Johnson Howard, docketed in County Clerk's Office, Dec. 9th, 1884, in which judgment is reduced by stipulation from \$935.68 to \$700.

POOR QUALITY
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Liber 1615 of Cons. p. 329.

Similar release of foregoing property, from lien of Baker judgment for \$548.77. recovered May 27th, 1885.

Liber 1616 of Cons. p. 1.

Deed of 147 High St. subject to a mortgage of \$8,000 on said premises for an expressed consideration of \$8,000.

Liber 1618 of Cons. p. 338.

Release of judgment recovered by Pauline Ettinger against J. P. Johnson Howard for \$422.22, recovered June 24th, 1885 as a lien on real estate described in foregoing deed to Coit.

Liber 1689 of Cons. p. 531.

Release of Varet St., property from lien of mortgage, recorded in Liber 1749 of Mtges. p. 534.

Liber 1537 of Cons. p. 474.

Deed of 147 High St. consideration \$350.

Liber 1573 of Cons. p. 157.

Deed of 147 High St. subject to a mortgage of \$3,000
Expressed consideration \$8,000.

Liber 1574 of Cons. p. 311.

Deed of 123, 119, 147 High St., 17 Union Ave. and Varet St. property for an expressed consideration of \$1. and indebtedness.

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ORIGINAL**

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Liber 1754 of Cons. p. 314.

Deed for 38 and 40 Fleet St., 98 Washington St.,
212 Jay St., Varet St. property (corrected description)
and 241 Pearl St., for an expressed consideration of \$1.
and indebtedness.

Liber 1625 of Cons. p. 516.

Deed for lot on Buffalo Ave. formerly
the property of Samuel J. Howard, father of J. P. Johnson
Howard, consideration \$440.

Liber 1689 of Cons. p. 534.

Conveys Varet st. property for an expressed consid-
eration of \$3,200. subject however to balance of mortgage
amounting to \$1,000.

Liber 8 of Powers of Atty. p. 332.

Contains irrevocably power of attorney made by J. P.
Johnson Howard to William Coit. Recites indebtedness of
\$4,550. to Coit for sundry legal services, disbursements,
interest and taxes rendered, made and paid by said Coit
for said Howard and also for repairs to latter's real es-
tate, which was in the year 1884 temporarily conveyed to
said Coit and which was reconveyed this day to said Howard.
Empowers said Coit as follows:-

1. To sell the whole or any part of the real estate of
said Howard in the city of Brooklyn at public or private
sale for such price as said Coit shall deem expedient to

**POOR QUALITY
ORIGINAL**

0761

accept.

II. To execute proper deeds therefore to purchasers.

III. To use the proceeds for the payment of any indebtedness of said Howard, either to him or others.

IV. To manage and control said real estate.

V. To collect and receive the rents and income thereof.

VI. To pay therefrom so far as such rents and income will permit said indebtedness to Coit costs of repair and insurance, taxes, water rates and other charges now and hereafter imposed on said real estate. Interest on mortgages now on or which may hereafter come upon such real estate, during the continuance of this power.

VII. To pay any and all expenses incurred or to be incurred in and about the care and repair of said real estate or otherwise or in any suits that may reach or affect the same.

VIII. Full power and authority to do and perform all and every act and thing whatsoever in and about the premises requisite and necessary.

IX. And this power of Atty. is to be irrevocable until said indebtedness to said Coit and the interest thereon is fully paid.

POOR QUALITY
ORIGINAL

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7
X. Stipulation on the part of said Howard not to interfere with the collection of said rents and with the control and management of said property in any way during the continuance of said power.

XI. Coit authorized to let, repair and insure said property.

Liber 1535 of Mtges. p. 152.

✓ Mortgage for \$2,000. due Aug. 1st, 1886, int. 6% covers 241 Pearl St.

Liber 1711 of Mtges. p. 117.

Assignment of foregoing mortgage by Ada M. Chapman to executors of E. D. Plympton dated Nov. 21st, 1885, recorded Nov. 26th, 1885.

Liber 1599 of Mtges. p. 339.

Mortgage for \$1,500 on eight lots and house on Dean St. Subsequently foreclosed and property sold under foreclosure to Leopold Gustal.

2 ✓ Liber 1657 of Mtges. p. 293.

Mortgage for \$2,000 due Jan. 28th, 1887, int. 6% covers 17 Union Ave.

Liber 1660 of Mtges. p. 293.

Mortgage for \$2,500 due Feb. 27th, 1887, int. 6% covers 123 High St..

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Liber 1898 of Mtges. p. 206.

Assignment of foregoing mortgage to Mary W. Carey.

Liber 1679 of Mtges. p. 29.

✓ Mortgage for \$3,000. due May 1st, 1887, int 6%
covers 241 Pearl St.

Liber 1679 of Mtges. p. 34.

Mortgage for \$3,000. due May 1st, 1887. int 6% covers
147 High St.,

Liber 1681 of Mtges. p. 177.

Mtge. for \$450. due June 29th, 1884, int. 6%. to
secure promissory note for said amount bearing date March
27th, 1884, covers 123 High. St.

Liber 1681 of Mtges. p. 325.

2 ✓ Mortgage for \$3,700. due June 3rd, 1887. int. 6%
covers 119 High St.

Liber 1749 of Mtges. p. 528.

Mortgage for \$1,850. due Nov. 25th, 1885, covers
212 Jay St.

Liber 1749 of Mtges. p. 530.

✓ Mortgage for \$1,500 due May 25th, 1890, int. 6% cov-
ers 98 Washington St.

Liber 1749 of Mtges. p. 534.

✓ ✓ Mortgage for \$4,550, due on demand with interest,
covers 123, 119, 147 High St., 17 Union Ave., Varet St.

**POOR QUALITY
ORIGINAL**

0764

9
lot, (subsequently released) 38 and 40 Fleet St., 98 Wash-
ington St., 212 Jay St., and 241 Pearl St.

Liber 1750 of Mtges. p. 73.

Mortgage for \$1,100., due June 20th, 1887, int. 6%
covers 147 High St. and 241 Pearl St.

Liber 1750 of Mtges. p. 77.

Mortgage for \$2,000, due June 20th, 1888, int. 6%
covers 38 and 40 Fleet St. Given as additional security
to a chattel mortgage held by mortgagees, comprising the
firm of Lord & Taylor.

Liber of Mtges. p.

3
Mortgage for \$3,000 from Howard to Hussey, due July
18th, 1888, int. 6%, not yet copied in Liber but recorded
as returned on Schedule "B" covers 123, 147, 119 High St.,
17 Union Ave., 98 Washington St., 212 Jay St. and 241
Pearl St.

**POOR QUALITY
ORIGINAL**

0765

SCHEDULE "E".

DEED

Cons. \$1500.

Rudolph Herr, Referee,

Dated March 31, 1874,

To

Rec'd April 20, 1874,

Samuel Garrison. Lib. 1156 of Cons., p. 37.

RECITES, that at a special term of the County Court of King's County, held March 6th, 1874 in an action between Samuel Garrison, Plaintiff, and Mary McCartney and Thomas McCartney her husband and others Defendants, an order was entered directing sale of premises hereinafter described under foreclosure of mortgage held by said Plaintiff: Conveys the lots beginning at the Southeast-erly corner of 5th Ave. and 20th St., and running thence southeasterly along 20th St., 100 ft. thence southwesterly and parallel with 5th Ave., 75 ft. thence northwesterly and parallel with 20th St., thence northeasterly and again parallel with 5th Ave., 54 ft. thence running northwesterly and parallel 20th St., 75 ft to 5th Ave., and thence running northeasterly along 5th Ave. 21 ft. to the place of beginning. Subject to a mortgage of \$10,000. Being part of the premises conveyed by William Selpho to Mary McCartney as shown on Schedule "F" hereto annexed.

**POOR QUALITY
ORIGINAL**

0766

Mary McCartney, wife of
Thomas McCartney,

t o

Samuel Garrison.

Q U I T - C L A I M
Deed, dated April 20, 1874
Now. Lib. 1156 of Cons.p.39
Con. \$100.

Rec. April 20th 1874

Quit claims and releases, property described in foregoing deed by same description and recites that said property is part and parcel of the same premises conveyed by William Selpho to said Mary McCartney by deed of record in the office of the Register of Kings County. Also quit claims and grants, a tract of land with the buildings there on in the town of Huntington, County of Suffolk near the village of West Hills in the state of New York, containing 70 acres, more or less and being the same premises conveyed to Mary McCartney by Patrick Kerrigan and wife, by deed recorded in the office of the clerk of Suffolk County.

**POOR QUALITY
ORIGINAL**

0767

SCHEDULE "F".

W i l l i a m S e l p h o

D E E D

to

Cons. \$3300.

Dated Jan. 27th, 1868.

Mary McCartney, wife of Thomas
McCartney.

Rec. May 12th, 1868.

Lib. 824, of Cons. p.104.

C O N V E Y S three lots numbered 500, 501 and
502 on Story map, Bounded northwesterly by the 5th Avenue
75 feet, northeasterly by 20th Street 100 feet, southeaster
ly by lot No. 518 75 feet, and southwesterly by lot 503
100 feet. Being the premises referred to in deed for Mary
McCartney to Samuel Garrison.

**POOR QUALITY
ORIGINAL**

0768

SCHEDULE "G"

Mary L. Robbins and husband

D E E D

to

Maggie Ann McCartney.

Cons. \$1,000.
Dated Feb. 15th, 1877,
Rec. Nov. 23rd, 1877.
Lib. 1297 of Cons. p.425.

C O N V E Y S lot of land at East New York in
the town of New Lots, beginning on the easterly side of
Smith Ave., distant 175 feet northerly from the northeast
corner of Baltic and Smith Avenues, and being 25 feet in
width by 100 feet in depth. Subject to a mortgage of
\$1000, interest *and taxes*.

POOR QUALITY
ORIGINAL

0769

BAILED,
No. 1, by *Emilie Schaffner*
Residence *70 N. 60th*
Street
No. 2, by
Residence
Street
No. 3, by
Residence
Street
No. 4, by
Residence
Street

Police Court & District

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Edward M. White

107 N. 6. 116

Johnston Shaw and

Thomas W. Gaudin

Offence

Dated *March 21* 188*8*

White Magistrate

Westbrook Officer

Edward Ate Witness

165 Street

8. 9. 4. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

2500 Street

Ex. 11111. 3. 14. 5. 21.

If appearing to me by the within statements that the crime therein mentioned has been committed, and that *there is* sufficient cause to believe the within named *Edward M. White*

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of *Twenty five* Hundred Dollars, *each* and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated *March 21* 188*8* *A. J. White* Police Justice

I have admitted the above-named *Edward M. White* to bail to answer by the undertaking hereto annexed.

Dated *March 21* 188*8* *A. J. White* Police Justice.

There being no sufficient cause to believe the within named *Edward M. White* guilty of the offence within mentioned, I order *h* to be discharged.

Dated *March 21* 188*8* *A. J. White* Police Justice.

POOR QUALITY
ORIGINAL

0770

Police Court District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

25.

Offence.

BAILED,
No. 1, by

Residence Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street.

No. 4, by

Residence Street.

Dated 188

Magistrate.

Officer.

Precinct.

Witnesses

No. Street.

No. Street.

No. Street.

\$ to answer

It appearing to me by the within depositions and statements that the crime therein mentioned has been committed, and that there is sufficient cause to believe the within named.....

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum ofHundred Dollars,.....and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated.....188.....Police Justice.

I have admitted the above-named.....
to bail to answer by the undertaking hereto annexed.

Dated.....188.....Police Justice.

There being no sufficient cause to believe the within named.....
guilty of the offence within mentioned, I order h to be discharged.

Dated.....188.....Police Justice.

POOR QUALITY
ORIGINAL

0771

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

POLICE COURT

3rd

DISTRICT.

Bernard W. Traitel

of No. 107 East 116th Street, being duly sworn, deposes and

says that on the 22nd day of November 1887

at the City of New York, in the County of New York, J. P. Johnson Howard

and Thomas M^r Cartney did commit the crime of perjury ~~in~~ by willfully and knowingly falsely testifying as to material matter in a ~~special~~ ^{certain} proceeding in an action ^{then} pending in the Supreme Court of the State of New York ~~feather~~ after having been duly sworn by a justice of said court to truly testify in said ~~special~~ proceedings. That said crime of perjury was committed as follows, to wit, on the said 22^d day of November, 1887, there was pending in the said Supreme Court an action wherein Julius Leszynsky was plaintiff and Samuel H. Leszynsky was defendant. Therefore a judgment for ~~over~~ \$12971.²⁶/₁₀₀ had in said action been duly entered ~~and~~ in favor of the plaintiff and against the defendant and said defendant had taken from said judgment an appeal to the General Term of said Supreme Court and had given an undertaking to stay the execution therein. Said undertaking ^{as sureties} was duly executed and sworn to by the above named J. P. Johnson Howard and Thomas M^r Cartney. Thereafter and before the said 22^d day of November 1887 the plaintiff in said suit through his attorneys duly excepted to the sufficiency

POOR QUALITY
ORIGINAL

0772

of said Howard and M^r Cartney as sureties on
said undertaking and on said thereafter
and before said 22^d day of November, 1887, the
defendant in said suit, through his attorney,
gave notice that on November 22^d, 1887, the
said Howard and M^r Cartney would justify
as sureties in said undertaking before the
justice of the said Supreme Court then
presiding at the Chambers thereof; and
thereafter and on the 22^d day of November
1887 the said Howard and M^r Cartney
did appear before Mr. Justice Barrett,
a justice of said Supreme Court, then
presiding at ^{the} Chambers of said Court
and they were forthwith by said justice
duly sworn to testify truly ^{as} in regard to
all matters that they might be examined
in regard to touching their means and
resources as sureties in said undertaking.
Said Howard and M^r Cartney were
forthwith examined in regard to
their means and resources as sureties
in said undertaking by the attorney
for the plaintiff in the afore mentioned
suit. A copy of said examination
is hereto annexed marked Exhibit A
and is intended to be taken as a part of
this affidavit. An affidavit made

Police Court District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

Dated

188

Magistrate

Officer

Witness

Disposition

AFFIDAVIT.

POOR QUALITY
ORIGINAL

0773

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

POLICE COURT,

DISTRICT.

of No. _____ Street, being duly sworn, deposes and
says that on the _____ day of _____ 188

at the City of New York, in the County of New York,

by this deponent is also hereto annexed
marked exhibit ^{in the} B and is intended to
be taken as a fact of this affidavit.
On reference being had to said
exhibits it will appear that on said
examination said Howard and
McCutney did willfully and knowingly
falsely swear and testify that they ^{owned}
and were possessed of certain real property
which they did not in fact own,
and that they then testified that certain
portions of real property which they
did own were encumbered to a very
much less extent than in fact was
the case. Deponent refers to said exhibits
for a full and minute statement of
the injuries committed at that
time by said Howard and McCutney
as well ^{as well as} those last above mentioned as others in said exhibits
and he prays that they may be
arrested forthwith and dealt with
according to law.

B. W. Truett

Seen to before me this
25th day of February 188

J. M. Smith
Notary Public

POOR QUALITY
ORIGINAL

0774

FORM No. 30.

State of New York,
COUNTY OF KINGS,
CITY OF BROOKLYN.

SS.

John D. Farwell

of No.

the Jefferson Tanager Prison

being duly sworn says that he is acquainted with the handwriting of

Andrew J. White

the Police Justice, who issued the annexed Warrant and that
the signature to this Warrant is in the handwriting of said

Andrew J. White

Sworn to before me this

27th

day of

February

188

8 John D. Farwell

Andrew J. White

Police Justice of the City of Brooklyn.

This warrant may be executed in the City of Brooklyn.

Dated this

27th

day of

February

188

8 Andrew J. White

Police Justice.

POOR QUALITY
ORIGINAL

0775

Sec. 151.

Police Court 2 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 Bernard W. Fraubel
of No. 107 East 116th Street, that on the 22 day of November
1887 at the City of New York, in the County of New York,

one J. P. Johnson
in an action then pending in the
Supreme Court in city County and State
of New York did commit the crime of perjury
by falsely swearing in a certain action wherein
Julius Leszynski was Plaintiff and
Samuel H. Leszynski Defendant

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 *him*
forthwith before me, at the 2 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 23 day of December 1887
A. J. White POLICE JUSTICE.

POOR QUALITY
ORIGINAL

0776

Police Court 2 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Bernard W. Trastel

vs.

J. B. Johnson Howard

Warrant-General.

February 25 1882

Andrew A. White Magistrate

Thomas Bowes Officer.

The Defendant Jacob B. Johnson Howard
taken, and brought before the Magistrate, to answer
the within charge, pursuant to the command con-
tained in this Warrant.

Thomas Bowes Officer.

February 27 1882

This Warrant may be executed on Sunday or at
night.

A. J. White Police Justice.

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.

Dated 188

Police Justice.

The within named

250 Q.M. 45. Q. M. J. New J. No 147. High J. B. Bowles

POOR QUALITY
ORIGINAL

0777

State of New York,
COUNTY OF KINGS,
CITY OF BROOKLYN

FORM No. 30.

Thomas Brown of the *Jefferson Hunger Police*
being duly sworn says that he is acquainted with the handwriting of *Andrew J. White*
White the Police Justice, who issued the annexed Warrant and that
the signature to this Warrant is in the handwriting of said *Andrew J. White*
Sworn to before me this *27th* day of *July* 188*8*
Andrew J. White
Police Justice of the City of Brooklyn

This warrant may be executed in the City of Brooklyn.
Dated this *27th* day of *July* 188*8*
Andrew J. White
Police Justice

POOR QUALITY
ORIGINAL

0778

Sec. 151.

Police Court 2 District.

CITY AND COUNTY
OF NEW YORK, } ss.

In the name of the People of the State of New York; To the Sheriff of the County
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 Bernard W. Trantel

of No. 107 East 116th Street, that on the 22 day of November
1887 at the City of New York, in the County of New York,

on Thomas H. Cartney
in an action then pending in the Supreme
Court in the City County and State of New
York did commit the crime of perjury
by falsely swearing in a certain action
wherein Julius Teszinsky was Plaintiff
and Samuel H. Teszinsky Defendant

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 him
forthwith before me, at the 2 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 25 day of February 1888

A. White

POLICE JUSTICE.

POOR QUALITY
ORIGINAL

0779

Police Court 2 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Bernard M. Traile

vs.

Thomas M. Barney

Warrant-General.

Dated February 25 1888

Andrew P. White Magistrate

John D. Farrell Officer.

The Defendant Thomas M. Barney
taken, and brought before the Magistrate, to answer
the within charge, pursuant to the command con-
tained in this Warrant.

John D. Farrell Officer.

Dated March 10 1888

This Warrant may be executed on Sunday or at
night.

A. J. White Police Justice.

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.
Dated _____ 188

Police Justice.

The within named

1030 A.M. 24. Mr. Bernard M. Traile Bond & Magistrate's Court

POOR QUALITY
ORIGINAL

0780

Sec. 192.

District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY }
OF NEW YORK, } ss.

An information having been laid before Andrew W. White a Police Justice
of the City of New York, charging J. P. Johnson Howard 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, J. P. Johnson Howard Defendant of No. 147
High St. Broken NY Street; by occupation a Capitulant
and Philip L. Meyer of No. 8 East 57th

Street, by occupation a Broker Surety, hereby jointly and severally undertake that
the above named J. P. Johnson Howard Defendant
shall personally appear before the said Justice. at the 2 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 ten
Hundred Dollars.

Taken and acknowledged before me this 28
day of February 1888

Paul C. Smith POLICE JUSTICE.

POOR QUALITY
ORIGINAL

0781

CITY AND COUNTY } ss.
OF NEW YORK,

day of
February 1888

Sworn to before me, this

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 over ten thousand ^{five} ~~thousand~~ ^{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 a house and lot

of land situated at No 91 Crosby
street in the city of New York, and No
32 1/2 West 44th st in same city

P. L. Meyer

District Police Court.

THE PEOPLE, & C.,

ON THE COMPLAINT OF

Thomas W. Parker

vs.

J. J. Howard

Taken the

28 day of *February* 1888

Justice.

Undertaking to appear
during the Examination.

POOR QUALITY
ORIGINAL

0782

Sec. 108-200.

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss

J. P. Johnson Howard being duly examined before the under-
signed according to law, on the annexed charge; and being informed that it is h *right* to
make a statement in relation to the charge against h *im*; that the statement is designed to
enable h *im* if he see fit to answer the charge and explain the facts alleged against h *im*.
that he is at liberty to waive making a statement, and that h *is* waiver cannot be used
against h *im* on the trial.

Question. What is your name?

Answer.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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

Answer.

*I am not guilty - and
demand an examination
J. P. Johnson Howard*

Taken before me this

day of

188

Police Justice

POOR QUALITY
ORIGINAL

0783

Sec. 198-200.

2.

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

Thomas McCartney

being duly examined before the under-
signed according to law, on the annexed charge; and being informed that it is h^{is} right to
make a statement in relation to the charge against h^{im}; that the statement is designed to
enable h^{im} if he see fit to answer the charge and explain the facts alleged against h^{im}
that he is at liberty to waive making a statement, and that h^{is} waiver cannot be used
against h^{im} on the trial.

Question. What is your name?

Answer.

Thomas McCartney

Question. How old are you?

Answer.

74 years

Question. Where were you born?

Answer.

Ireland

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

Answer.

N^o 194 Ryeroff Street, Brooklyn, about 1 year

Question. What is your business or profession?

Answer.

Contractor and Builder

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

Answer.

*I am not guilty and demand
an examination*

*Thomas ^{his} McCartney
mark*

Taken before me this

day of

188

Police Justice.

POOR QUALITY
ORIGINAL

0784

Names of Parties against whom Judgments have been obtained.

Margaret Ann McCartney
Thomas McCartney
Thomas Downison
Impletor

Names of Parties in whose favor Judgments have been obtained.

Joseph W. Hilgard

Attorneys' Names.

Time of Filing.

H. M.

Damages and Costs.

When Satisfied.

S. H. Gaines

1878
May 29 9.40

Deficiency
Int fr May 3/1878
47585

Clerk's Office, Kings County.

July 10th 1888 } ss.

I, JOHN M. RANKEN, Clerk of the County of Kings, 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, and that said judgment is unsatisfied of record.

John M. Ranken CLERK.

POOR QUALITY
ORIGINAL

0785

SUPREME COURT, KINGS COUNTY.

Against

TRANSCRIPT OF JUDGMENT.

Attorney.

Prople's Ex No. 2
July 13th 1888
P.W.L.

0786

Supreme Court

City and County of New York

[illegible]

Julius Rosenberg

PL. CR. 6-100000

02/01/05

Not later than April 1.

Sarnol H. Tagerud

DATE: 1 Apr 1964.

Sir: I have the pleasure to acknowledge the receipt of your letter of the 11th inst. in relation to the above captioned case. I have the honor to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,
Yours obedient servant,
J. H. [Signature]

2. Dot ed H.T. November 11th 1917.

Yonkers Co.

How is it changed?

Atty. Gen. De P. 3 A. 115.

[illegible]

No. 55000 - 5 Myers Square.

Atty. Gen. Wm. C. Clegg

and James A. Black Esq.

City of the City and County of New York.

POOR QUALITY
ORIGINAL

0787

People's Ex. No. 4
July 23
U.S. Supreme Court

Julius Rosenberg

apch

Samuel H. Rosenberg

City
Notice of

Morris Goodhart

att. for Dept. & appeal
45 William St.

My.

Do
Stenographers Engle
attys for defense

Mr. Gilroy
advised by sending
original of this
notice

July 23
Campbell

POOR QUALITY
ORIGINAL

0788

SUPREME COURT.

-----X

The People &c. ex rel

Howard and McCartney

against

The Warden etc of the Second

District Prison.

-----X

RESPONDENTS BRIEF.

The commitment herein^{is} made upon a complaint of Bernard W. Fraitel, charging the defendants with the crime of perjury, for having on the 22nd of November, 1887, in the City of New York, knowingly and wilfully sworn falsely that on said 22nd of November they were possessed of certain real estate and that the ~~land~~^{same} was much less encumbered than in fact it was. The oath was administered by Hon. George C. Barrett, one of the Judges of the New York Supreme Court, in an action pending therein upon the defendants' examination as sureties upon an undertaking to stay the execution on appeal to the General Term of the Supreme Court from a judgment for \$12971.16, recovered in said Court by Julius Leszinsky against Samuel Lezynsky.

The undertaking on appeal and Exhibit I.

The defendant Howard testified on said examination under oath that he owned real estate in Kings, Queens, Westchester, Franklin, Essex and Hamilton counties, N.Y. and in Union and Mercer counties, N.J.. That in the city of Brooklyn he owns house and lot No. 98 Washington Street

POOR QUALITY
ORIGINAL

0789

and that it is in nowise encumbered. (Exh.I P.15.)

; that in 1879 he bought the house and lot No.241 Pearl Street, Brooklyn, for \$800, from Harriet A. Butler and that the same is still owned by him and recorded in his own name; that the same is free and clear from all encumbrances (Exh.I. P.23); that he owns No.119 High Street since 1882, bought it from Thomas Wedington for \$10,000, and that Gergiana Howard has a mortgage for \$3,700 on the same (Exh.I. P.19); that he owns 17 Union Avenue,

Brooklyn, purchased it in 1882 from Thomas Wedington for \$3500, and that there are no encumbrances on the same

(Exh.I.P.20.); that he owns four lots on St.Marks Avenue

Between Albany & Troy Avenues, Brooklyn, bought them from

Samuel Boston, in 1881 or 1882, for \$350 each; that he

owns a house and fifteen adjoining lots on Dean Street,

between Troy and Schenectady Avenues, Brooklyn, bought them

in 1879, from Harriet A. Butler, for \$15,750 (Exh.I.P.21);

that he inherited from his father and still owns No.123

High Street, No.147 High Street, 42 Jay Street, Nos.38 & 40

Fleet Street, (the latter in which his mother has a life

interest), and in addition he still owns 15 or 20 houses

and lots in Brooklyn which were left to him by his

father; that the encumbrances upon all the foregoing

described property do not exceed \$18000; that the asses-

sed valuation of the real estate in Brooklyn, left to him

by his father, and which he now owns is \$350,000. (Exh.I.

P.22); that he does not owe more than \$2,000; that there

are no notes or drafts outstanding upon which his name

**POOR QUALITY
ORIGINAL**

0790

43

appears as maker or endorser; that there are no judgments against him anywhere except one of \$200, entered in Kings County in February, 1887, and which he has secured on appeal; that he is surety upon one bail-bond only for \$1000, for which he holds real estate security of the value of \$3000; that he is not surety on another bond, or under taking (P.23); that there have been judgments against him which he has satisfied of record and paid; that he is worth at least \$550,000 over and above all his debts and liabilities.

In the affidavit marked Exh. 2, the complainant deposed on his information and belief, that the defendant Howard does not own any lots on St. Marks Ave. Brooklyn, and that the source of his information and belief consists in an examination he has personally made of the records in the office of the Register of Kings County, and that the said records do not contain a conveyance from Samuel Boston to said J.P. Johnson Howard from January 1st, 1878, to October 1st, 1887. (Exh. 2 PP. 14 & 15) and that by a deed of conveyance dated May 16, 1885, the defendant's Dean Street property was conveyed to Leopold Gusthal. On examination the complainant testified that he examined the records of the Clerk of Kings County and found fourteen judgments against the defendant Howard aggregating about \$4000. (Sten. Min. P. 10).

Benjamin Baker, a witness for the defendant Howard testified that Howard's property in Kings County is

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worth \$45,700, or \$47,500; (P.21); that there is a judgment entered against Howard for \$532, another for \$939, (P.21), another for \$422,22, another for 4700, (P.21); another for \$191, another for 174,85, another for \$480,49, another for \$88,71. That there are several notices of lis pendens filed against defendant's property and a number of orders entered for the appointment of receivers of the defendant Howard's property (P.23) That the encumbrances on the defendant's real estate amounted to between \$30,000 and \$31,000. (P.24).

That this testimony is not hearsay but personal evidence.

(P.25) That there is another judgment out against Howard for \$824,13, which has been partially paid only, another for \$70,15, half of which has been paid. (P.27)

William Coit, another witness for the defense testified that the mortgages upon Howard's property amounted to \$28,000, exclusive of the Hussey mortgage, for which no valuable consideration was given. That Thomas Hooper's judgment against Howard was paid in part only (P.33).

That on Quinn's judgment for \$824,15, a part only was paid Peter Mallon's judgment for \$90,15 was paid partially.

(P.34). The property that Howard inherited from his father was worth about \$50,000. That a large number of judgments had been entered against him in the last four years. That if Howard's property was nursed and sold

off gradually, it would bring something over the encumbrances (P.42). *held by the witness Coit* A mortgage for ~~\$4,550~~ \$4,550 in addition

to the \$30,000, was foreclosed, *by him* and the property bid in *by him*

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for \$1900. (P.43). The decree of foreclosure was entered in December, 1887, Howard was in default on the 22nd of November, 1887.

William T. Tredwell, a witness for the defense, testified, that he made a search for Howard's titles to real estate in Brooklyn, he found that he owned property in High Street, Washington, Street, Pearl Street, Fleet Street and Union Avenue.

None of the witnesses for the defense testified that Howard owned lots on St. Marks Avenue.

The complainant states in his affidavit (Ex. 2. P. 15) that a number of orders appointing receivers of the estate of the defendant Howard are on file, are on file with the Clerk of Kings County, and that they remain unrevoked. *(This statement is corroborated by the witnesses Baker and Coit)*

He gives the titles of the action in and the dates on which they were entered. On pages 16, 17 & 18 of said affidavit (Ex. 2) he further gives the testimony of the defendant Howard on his examination in supplementary proceedings, all of which will be directly corroborative of complainant's testimony if produced at the trial.

The complainant further states in his affidavit (Ex. 2. P. 13) That a search made by one of the official searchers in the Brooklyn Tax Office shows that all of Howard's Brooklyn real property has a market value of \$35,000 only. (Ex. 2. P. 13) This can also be shown at the trial and will be corroborative of complainant's

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testimony.

The defendant Thomas^a McCartney, swore on his examination as follows:- That he owned a farm, two and one-half miles North of Patchogue, L.I. Suffolk county; that he bought it free and clear from all encumbrances for \$16,000, (Ex.2.P.25); that there is no encumbrance on it now, that he owns a house and lot on Smith Avenue, that the lot is 25 x 100, the house is frame with two stories and an attic with a cellar, that he bought it about ten years ago from James Wheeler for \$5000 free and clear. (Ex.1.P.25); that there is no encumbrance of any kind on the said property; that he owns the two houses and lots No.19 & 20 Fifth Avenue Brooklyn; that he bought the^{lots} thirty years ago from a man named William Selpho; that he built the two houses about four years ago; that they cost \$7000 each to build and are paid for; that the lots are 22 x 70 feet and the houses 21 x 45 feet; that the houses have a Philadelphias brick front and are three stories high; that the said property is entirely unincumbered; that he owns the house and lot on the West side of 20th Street, adjoining the last mentioned two lots; that the lot is 25 x 70 feet and the house 21 x 40 feet; that the house is of the same height and description as the other two, and was built by him at the same time at an expense of \$8000.; that he owns a house and eleven lots at Elm Park on Staten Island for which he paid \$9000. about four years ago; that he bought it from a

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* ~~man~~ named Greely; that there is no encumbrance of any kind on it. That he is ~~on~~ no other bond or undertaking, except a revenue bond for \$100.; that he owes only \$11,50,; that there are no suits pending or any judgments against him anywhere; that he is worth at least \$70,000 over all his liabilities.

The complainant in his affidavit (Ex.2.) has sworn, that he has personally visited Smith Avenue near Atlantic Avenue, East New York, and that he has found no house on said street similar to the house described by McCartney in his deposition. That ~~he~~ he has personally visited Fifth Avenue in Brooklyn, from where it begins at Atlantic Avenue and travelled over the whole of said Avenue from Atlantic Avenue to beyond twentieth Street.

That there are no numbers 19 & 20 Fifth Avenue adjoining or opposite each other; that in fact they do not exist at all. That on the left or southerly side of said Avenue, on the corner of Atlantic Avenue the house is known as No.1. That a very short block intervenes between it and the next avenue, which is Flatbush Avenue, and at which corner the building is numbered 25; that between the two last mentioned numbers there are no buildings numbered 19 & 20, and that on the right or North said of Fifth Avenue, on the corner of Atlantic Ave. the building is numbered 2, a short block intervening between it and Flatbush Avenue, where the building is numbered 22, and that there are no buildings on that side

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that are numbered 19 & 20, and that none of the buildings on either side of Fifth Avenue between Atlantic (Ex.2.P 7 and Flatbush Avenues adjoin 20th Street on the West or adjoins it at all. That in fact 20th Street is about 34 blocks south-west of Atlantic Avenue and the corners of Fifth Avenue and 20th Street are numbered respectively 671 & 672 (Ex.2.P.8.) That complainant has been informed by a son of the late Samuel Garrison that his father died possessed of the house on the corner of 20th Street and Fifth Avenue, and the house adjoining on the rear in 20th Street, and that he, acquired the same by deed dated March, 31st, 1874, and recorded in Liber 1156 of Conveyances P 37, office of the Register of the County of Kings, and that the same property still belongs to the estate of his late father; that complainant has seen the said deed from Mary McCartney and Thomas McCartney, her husband to Samuel Garrison, dated April 20th, 1874; that complainant has personally searched the records in the Register's office of Kings County from the year 1852 to the year 1882, and has failed to find any deed from said Selpho to Thomas McCartney, but that he did find a deed from William Selpho to Mary McCartney, the wife of Thomas McCartney which deed is dated January 27th, 1868, and recorded May 12, 1868, in Liber 824 of Conveyances, Pg 104 (Ex.2.P.9); that complainant has also ^asearched the records of said office for all conveyances to said Thomas McCartney from James Wheeler for nearly thirteen years last

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George Elford } *Courtney Justice* } *28 July 1884*
Thomas Mc Cartney } *130.61*

past and failed to find any. That there appear on the
docket in the office of the Clerk of Kings County a
judgment against said Mc Cartney for ~~\$130~~ \$130.61,
recovered July 25th, 1884 and another for \$475, recovered
May 29th 1878, (ex. 2 P. 10). That these judgments are
still unsatisfied of record.

Joseph W. Elford } *Stephen D. Gairns*
Thomas Mc Cartney } *Supreme Court*
Thomas Mc Cartney } *29 May 1878*
POINTS. I. *247.85*

The commitment is valid upon its face.

- See return to writ of habeas corpus. -

POINT II.

The oaths under which the false testimony was given
administered
by the defendants, were ~~administered~~ in a judicial proceeding
before a Supreme Court Judge, an officer authorized to
administer oaths.

POINT III.

The examination was had to ascertain the amount and
value of the property owned by each of the defendants
on the 22nd of November, 1887. Any question and answer
relating thereto was material. They were to ~~frame~~ *frame* the
issue. CoM. v. Hatfield, 107 Mass. 227; Pollard v State,
69 Ill. 148; Com. v Butland, 119 Mass. 317.

POINT IV.

The evidence before the magistrate proves the defend-
ants knowledge of the falsity of their said testimony .
Judgments can be entered only after personal service of

~~XXXXXXXXXXXX~~

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the summons or after attachment of property : Both defendants have always lived in the City of Brooklyn; the judgments against them were recovered in the county of Kings; consequently the inference must be drawn from these facts, that at the time the defendants committed the perjury they had knowledge of the said judgments. ~~they~~ A man may be honestly mistaken as to the use of a word, as to the date on which a certain event occurred, or as to a figure, or as to the color or shape of an object or even to the possession of an ^{un}important article, but the particularity and positive character of the defendants' testimony does not admit of any presumption of a mistake on their ~~part~~ ^{the} in giving ~~a~~ false testimony.

POINT V.

The complainant's evidence has been sufficiently corroborated for the purpose of ascertaining whether there is probable cause to believe that the crime of perjury has been committed by the defendants. The rule is that in cases of perjury one witness is not sufficient to convict, but that at least some circumstantial proof of corroboration is necessary to a conviction. But this strictness of proof is not required to justify the police magistrate to commit a defendant charged with perjury for the action of the Grand Jury. If it were otherwise, a defendant would have to be tried twice.

As to the defendant Howard, the testimony before the court would even be sufficient to convict. The defendants' own witnesses, Benjamin Baker and William Coit, have

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directly and positively corroborated the complainant's testimony.

As to the defendant McCartney, the complainant's testimony shows a physical impossibility of the truth of McCartney's testimony, is so weighty, that it might be considered as corroborating itself. But the papers before the court show that the People have ample proof of corroboration within their reach. Mr. Garrison and the deed in his possession as well as the records of the Register's Office of Kings County, *and the records of the County Clerk's Office of Kings County* would themselves be sufficient to convict, even without the complainant's testimony. They can be produced at the trial and so can the deposition of the defendant Howard made in supplementary proceedings.

The complainant has testified of his own knowledge, except as to the property on St. Marks Avenue.

The citations on relator's brief partly do not apply to the case at bar, and partly are directly against the defendant.

In *People v Dishler* 38 Hun. 175, the judgment was reversed because the prisoner's testimony related to a certain day, as to which he had been mistaken, and because the Judge had committed an error in his instruction.

The writ should be dismissed and the prisoner remanded.

JOHN R. FELLOWS,

District Attorney.

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Austin Corlies
Samuel Green
4000 Ave. K.

Herbert A. King
4000 Ave. K.

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THE PEOPLE OF THE STATE OF
NEW YORK, Ex rec,

Howard & McCarthey

against

The Warden re of the

Second District Prison

Respondents Brief

JOHN R. FELLOWS,

DISTRICT ATTORNEY,

No. 32 CHAMBERS STREET,
NEW YORK CITY.

2641-2072

POOR QUALITY
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0001

STENOGRAPHER'S MINUTES.

2 District Police Court.

Bernard

THE PEOPLE &c., IN COMPLAINT OF

Bernard W. Traitel

VS.

J. P. Johnson Howard
Thomas M. Cartney

BEFORE HON.

Andrew White

POLICE JUSTICE,

March 14. 21 188*8*

APPEARANCES:

For the People,

Art. Dist. Atty. Jerome M. Kingsbury

For the Defence,

Harry Goodheart

W. C. B. Thornton

INDEX.

WITNESSES.

Direct Ex.

Cross Ex.

Re-Direct.

Re-Cross.

<i>Bernard W. Traitel</i>	<i>1</i>	<i>4</i>		
<i>Herbert Kingsbury</i>	<i>12</i>	<i>14</i>	<i>16</i>	<i>18</i>
<i>Benjamin Baber</i>	<i>19</i>	<i>23</i>		
<i>Wm. Coit</i>	<i>31</i>	<i>40</i>	<i>43</i>	
<i>W. F. Headwill</i>	<i>46</i>	<i>46</i>		
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Walter L. Ormsby

Official Stenographer.

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0002

2 DISTRICT POLICE COURT.

THE PEOPLE,
ON COMPLAINT OF
Bernard W. Truitt
agt.
J. M. Howard
Thomas M. Carter

Examination had *March 14, 21* 188*8*
Before *Andrew J. White* Police Justice.

I, *William J. Ormsby* Stenographer of the *2* District Police

Court, do hereby certify that the within testimony in the above case is a true and correct copy of
the original Stenographer's notes of the testimony of *Bernard W. Truitt*
Herbert Kingsbury, *Benjamin Baker*, *W. F. McDowell*, *Wm. Coit*
Nicholas Barnum
as taken by me on the above examination before said Justice.

Dated *March 24* 188*8*.

W. J. Ormsby
Stenographer.

A. J. White
Police Justice.

POOR QUALITY
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0003

Police Court
Second District

The People vs
Bernard W. Traitel.
J. P. Johnson Howard
Thomas Mc Carthy

Examination Before Justice White
March 14 1888

For the People - Asst. Dist Attorney Jerome,
in Kingsbury
.. Defendant Morris Goodheart

Bernard W Traitel being duly sworn
and examined as a witness for
the people deposes and says:-

Q Are you the complainant in this
action?

A I am

Q Are you a lawyer?

A I am, and have been for
twelve years

Q Are the facts on which you
based your complaint set
forth in detail in the affidavits
and complaint in this case?

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A They are

Q These papers and exhibits here are the affidavits referred to in your last answer?

A - The paper marked Exhibit "E 2" is the affidavit that I subscribed. The papers annexed thereto are the exhibits referred to in the affidavits. The complaint before me is the complaint that I subscribed is the one referred to in the preceding question and answer thereto.

In Goodheart - I object that these exhibits cannot be introduced as testimony, because the people who made them are in exile. The people who made the exhibits must come here and testify personally in a criminal case.

Q - Did you personally examine the records to which these exhibits refer?

Q

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0005

A I did.

Q Did you compare these exhibits with the record - I refer to the searches in Kings County?

A I did.

Objected to
Q ~~Did you~~ on the ground that the
2 - did you find them in each and every case correct?

Objected to on the ground that the records are the best evidence.

A I did. (taken subject to objection.)

Q You can swear that in each and every case that you have knowledge that the facts set forth in these exhibits are such as exist as a matter of record in Kings County.

Objected to on the ground that the records are the best evidence, and must be produced.

3 2 - By the Court - Do you personally

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make the examination and search?
A Yes Sir

The Court - You may strike out the certificate of the searcher. We do not want that here. I will allow the evidence of what the witness actually did. He can testify that he compared these papers with the originals in the Registrar's office. He swears that they are correct copies. If he had not compared them then the records themselves would be required to be produced. They may be required on the trial, but, they are not necessary in this proceeding. What this witness personally knows is evidence.

Objection Overruled
Exception.

Cross Examined by Mr Goodheart -

Q - When you say you examined the records Mr Trantel do you mean to say that you first

had an official search made.

A Yes Sir.

Q Did you rely upon the official search?

A No Sir.

Q You thought it was not good enough?

A I did not think anything at all about it. I verified it by my own search.

Q Do you mean to say that you had official searches made and that you went over the searches that you had made?

A I mean to say this Sir; that before I took the official searches; before they were completed I went through the records myself. In the interim I shall peruse the searches. I then continued and verified the search - the returns made by the searcher. To make it clear to you I examined the records in the Registers Office during the

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periods covered - the periods mentioned and set forth in these exhibits. I examined each and every return, evidence, mortgage, instrument, or record in the searches; made copies & extracts from each and compared them with the various pieces of property described in the justification upon the indictment. After completing the making of the notes I reduced them to the form of an affidavit and swore to it probably a week or ten days after I was retained to make this examination. That was last December. I was engaged about 8 days or more.

Q You say you examined the justification of defendants in this case?

A I examined the affidavits they made on justification

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Q You saw what the defendants swore to?

A I saw the signatures subscribed to before Judge Barrett

Q You are not now prepared to swear that you have knowledge personally of the fact that at the time when these men swore that they had certain property that they say they had - you are not prepared to swear of your personal knowledge that they did not have it

A No Sir

Q You examined also the testimony on file?

A Yes Sir.

Q You found there that certain property was referred to?

(Objected to -

Not answered.

Q Did you go to Brooklyn in consequence of what you saw in the record of the testimony?

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ORIGINAL

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A I did.

Q Did you look for houses
No 19 and 20 Fifth Avenue

A I did.

Q Were there any such houses
in existence?

A No such houses in existence.

Q Did you go to East New York

A Objected to
Objection Overruled

Q Did you go to East New York
near Atlantic Avenue and
search for a house described
in these affidavits?

A I did.

Q Did you find any such
house?

A I found a number of houses
there

Q Such houses as here described:

A somewhat similar

Q Did you search the records
of Kings County for judgements
against ^{Thomas} ~~James~~ Mc Carthy?

Objected to

8

Objection Overruled

Q Did you find any judgments?

A My recollection is that I did. The schedules will show.

Q Could you refresh your memory by referring to the paper?

A Yes sir. (Paper shown to witness)

Q Please refer to affidavits in this case for as to judgments against Thomas Mc Cartney.

A I found a judgment docketed May 29 1874 for \$475.85 in favor of Jasper W. H. against Thomas Mc Cartney.

I found another judgment later before Justice Courtney in Brooklyn, docketed July 2d 1884 for \$130.61 ^{on the suit of George Elford and} Charles Elford.

Q Were these judgments unsatisfied?

A They were unsatisfied of record.

Q Did you also search for judgments against J. D. Johnson Howard?

A Yes sir.

Q Did you find judgments?

A I did, a number of judgements unsatisfied of record

Q What did they aggregate?

A Fourteen judgements docketed in Kings County, aggregating about \$4,000.

Q Did you examine with reference to J. P. Johnson Howard the records of Kings County and did you find an order appointing a receiver under proceedings supplementary to execution,

A I did

Q Did you find any such order?

A Yes.

Q What was the last one?

A The one of the latest date was August 8 1887

Cross examined by Mr Goodheart

Q You say you found in the aggregate about \$4000 of these judgements against Mr Howard

Can you swear of your own knowledge that every one of these judgments has not been paid?

A No Sir.

Q You could not swear that they have not been paid?

A Certainly not.

Q Has it not often been your experience as a lawyer in your twelve years practice that mortgages have been paid off without there being any record on the public records?

A Yes. That has occurred in my professional experience

Q Is it not a fact that has occurred in your professional experience that judgments have been satisfied without the satisfaction of the judgment appearing on the record?

A Yes; that has occurred.

Q And you could not swear of your own knowledge that these judgments and mortgages

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against Mr Howard were not paid:

A Of course not. How could

Q You could not swear that they were not paid:

A Certainly not.

Herbert Kingsbury being duly sworn and examined as a witness for the people deposes and says. I am a lawyer. I live at Jerome Avenue and 165th Street.

Q Did you conduct the examination of the two defendants in this case when they were examined before the Justice Barrett in the case of Julius Leszynsky against Samuel Leszynsky?

A I did.

Q They were sworn and examined before the Justice Barrett?

A They were in my presence.

12 Q Did you ask the defendant

Mc Cartney whether he owned the
house No 19 and 20 Fifth
Avenue Brooklyn;

A Objected to
Taken subject to the
agreement by Cowflamers
to produce the requisite
documentary proof

A I did not ask him that. I
asked him to state what
property was owned by him
and he stated that he
owned the property mentioned
in your question.

Q Did he state that he owned
houses in Smith Avenue and
in East New York near Atlantic
Avenue

A He did

Q Did he swear that he had
no judgements against him?

A He swore that he had none
against him

Q You also conducted the
examination against J. P.

Johnson Howard the defendant:
A I did.

Q Was he sworn before Mr
Justice Barrett

A He was in my presence.

Q Did he swear there were
no judgments pending against
him?

A Yes

Q Did you hear him state that
there was only one mortgage?

A One judgment against him
for about \$200 secured

Exam resumed

Q From your own knowledge you
cannot say but what they
testified to was true at the
time.

A Certainly not

Q You could not say they
were falsely could you?

A No

Q For aught you know when
you took their testimony

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on behalf of the complainant
whatever they swore to was true?

A For aught I know

Q You could not now say
that what they testified to was
not true?

A Not from my own knowledge.

Admonished to Wednesday
March 21 1888 10.30 A.M.

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0018

Police Court
Second District

The People vs
Bernard W. Trattel
J. P. Johnson Howard
Thomas M. Cartney

Examination Before Justice White
March 21 1888

For the People { Assistant Corporation Counsel Jerome
Herbert Kingsbury

For the Defendant - W. C. B. Tharston
Morris Goodheart

Second day

Herbert Kingsbury recalled by Mr Jerome
Q. (Papers handed to witness) Is that
the document referred to in your
testimony at the last examination in
this case as the qualification of
witness in the case of Lesquinty
against Lesquinty?

A The papers handed to me are
the undertaking on appeal in

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The case of Leszynsky against
Leszynsky in which are the
signatures of the two defendants
as sureties, and the papers
fastened to it in front are the
depositions of the defendants
Howard and Mc Carthy on my
examination of them as sureties
on their prosecution as such
before Judge Barrett in the
Supreme Court of this county
November 22 1887. The depositions
signed by the two sureties are
entirely in my handwriting except
the signatures which are appended
thereto by the sureties in my
presence. I also saw them sworn
to before Judge Barrett whose
signature is attached to the
~~end of~~ the jurat at the end
of the deposition. It is the
deposition referred to by me
at the last hearing in this case.

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At this stage of the hearing the bonds

man for the defendant Howard
surrendered the said Howard to the
custody of the court and asked to
be discharged from his bond. The
court directed that Mr Meyer
be so discharged.

Cross examination of Mr Kingsbury by Mr
Horton

Q. What is your business?

A. I am a lawyer of the firm of Stern &
Meyers of this city and have been
for five or six years.

Q. How long have you known the
defendant Mr Cartney?

A. Since the day that deposition was
taken if you call that knowing him.

Q. Is that deposition in your handwriting?

A. All except the signatures. The
deposition was reduced to writing
by me. I asked the questions

Q. Did you take the examination
in question and answer?

A. The document will show for itself.

The People Rest.

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Mr. Hurston - I move for the discharge of the
prisoner, ^{McCartney} on the ground that the alleged
perjury has not been proved by
two witnesses; and on the ground
that the depositions are not verified
by a jurat.

Motion to discharge Mc. Cartney
Denied.

Benjamin Bather being duly sworn and
examined as a witness for defendant
before and says:- I am an attorney
and counsellor at law. I live at
127 Second St. Brooklyn. I have been
a lawyer practicing in Brooklyn and
New York about 12 years. I know the
defendant J. D. J. Howard.

Q Do you know what property he
owned in November last?

A I know he has owned
several pieces of property in November
last. I have acted as his
attorney for six years past.

Q What real estate did he own
in November last?

A. He owned two pieces of property in Fleet St. He owned 147 High St. 119 High St., a house and lot in Washington St. He owned some property in Pearl St. He also owned some property in Union Avenue — In other words he owned the equity of redemption in that property

Q. It stood in his name?

A. Yes Sir. I know he owned the equity of redemption.

Q. Are you acquainted with the value of real estate in Brooklyn?

A. Yes Sir, and have been for the past 18 years

Q. Can you state the value of this equity of redemption?

A. The property was appraised by J. Cole & Co. I think the address is 334 Fulton St. Brooklyn and if you will permit I should prefer to give you that

Q. What did they appraise it at?

A. Well, the basis of the instructions of Mr. George Bliss was to restrict

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the loan to \$47,500

Q Do you know what appraisement was made?

A The appraisement was that the property was worth \$45,700 or \$47,500

Q Do you know anything about the judgments or mortgages against him?

A I know everything about them. I saw in the papers one ^{judgment} mortgage which was really for \$532 put down as \$53,000 and another that was for \$939 put down for \$93,000

Q What was the judgment of Max F. Eller?

A That has been released since 1883 or 1885 as against the real estate

Q What as to the judgment of Pauline Etlinger?

A That has been paid by the Court.

Q Joseph Lamb's judgment?

A That has been satisfied fully. The amount was \$132.77. The amount of

Ellinger's judgement was \$429.22
and of Ellers \$700. There is
a judgement of A. C. Flatley
for \$198.27; that has been paid
by myself

Q When?

A On the date of the transfer of
certain property by J. P. Johnson to owner
- I could tell if I could refer to the
papers.

Q As to the Thomas Hooper judgement

A That has been paid

Q James C. Lammis?

A That has been partially paid.
There has been three or four hundred
dollars of it paid by myself.

The Mallon judgement was half
paid by myself. The Louis
C Johnson judgement has been
paid by the Court. That judgement
of Herman M. F. Randolph has
not been paid.

Q Is that on appeal?

A Not that I know of.

27 2 As to Emelie J. Howard?

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ORIGINAL

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A I cannot say @ Barton against
the same. \$191.40 That I know
is not paid. Richardson
against the same \$74.85. That
is not paid, but they have security
on attachment. Bendall v.
Bendall. That is not paid
\$480.49. Wait & Adams \$88.11
That judgement is not paid.

Q Do you know anything about
his pendens against the real
estate?

A I know they had some out.
I could not say as to all.
Some of the judgements have been
satisfied years ago. There have
been several orders appointing
receivers and several receivers
appointed. They have simply
given bonds and done nothing.

Cross examination

Q As to this appearance by
the firm of J Cole & Co - was
that an appearance of the

of redemption
equity, or an encumbrance of the
property

A Well that is a question which
I cannot answer.

Q Do you know the incumbrances
on the Fleet St, the High Street
or the Washington, or the Pearl
St property?

A I do not

Q Have you any idea?

A I think \$30.000 including judgments
and that left something over at that
time.

Q Do you know what the incumbrances
were in November 1887?

A I heard the whole incumbrances
were between \$30.000 and \$31.000
that was about all the incumbrances
on the real estate - mortgages
and judgments.

Q What was the amount of the
judgments Nov 22 1887?

A Well I should think - I could
not be positive - I should
think that between \$1000 and

Q 1.50 would pray the judgment,
— without taking each individual
judgment I could not swear.

Q Did you see the mortgages?

A I never had any occasion. I
never had them in my possession.

Q Then all you have testified to
with regard to the mortgages is
hearsay?

A No sir, it is not, it is personal
evidence.

Q Point out how?

A I was acting with Mr. Coit, and
we came together about four
years ago and we went over
each incumbrance on each piece
of property. We had the
mortgages then.

Q You saw them.

A Yes — that is we went over
them.

Q Is it not strange that the
mortgages should be in possession
of the mortgagor?

20 A They were not. They were

POOR QUALITY
ORIGINAL

0020

in the possession of the mortgagee.

Q Who was the mortgagee?

A Buddlong. We did not have the original, but a transcript by the searcher, I took it that the record made by the searcher was competent evidence. That is what I relied on.

Q You did not see the mortgages themselves?

A I did not see.

Mr. Jerome - I move to strike out the evidence of this witness as hearsay.

The Court - It is not necessary to strike it out.

Q What day was the Flattery judgment paid for \$195.21

A I could not tell

Q Before Nov 22 1887?

A Oh yes.

Q Look at the Hooper judgment for \$125.02

26 A That has been paid since

POOR QUALITY
ORIGINAL

0829

Q Since what day: prior to Nov 22nd?

A That I cannot say

Q Do you know whether that
has been satisfied of record
or not?

A I am not positive. I do
not think it is.

Q The Durin judgment of \$124.15
how much of that has been
paid?

A The release will show.

Q How much of the Durin
judgment is paid?

A I cannot say the exact
amount. I think it is there.

Q You did not pay over
\$400?

A I should not say it was.

Q The Mallon judgment

A That was \$70.15. One half
of that has been paid.

Q Pass to the Howard judgment.

A If I said that was paid I
was mistaken.

27 Q Did you pay some of the

judgments?

A I did.

Q Most of them?

A I acted as attorney, I think I handed the money over.

Q Do you know of any assignment of the judgments having been made?

A No.

Q You took no assignment?

A No individually?

Q You individually or anyone else?

A No, Sir.

Q Do you know of any assignment having been taken in any case?

A I know of my own knowledge that these assignments were made.

Q Please to state any that were made.

A Richard Lamb, Thomas Hooper, Louisa C. Johnson against the same. I know as to Emeline J. Howard.

Q In regard to the Johnson judgement, what was the amount of that?

A \$250.

Q Did the party who advanced the money take an assignment of the judgement?

A That is to say the judgements were paid.

Q They still remained outstanding against Mr. Howard?

A Certainly.

Q Were the judgements satisfied?

A They were paid in.

Q That is they were bought?

A They were paid.

Q The person who paid the money received an assignment from the person who paid it did he not?

A That is what I testified to.

Q Has it been paid?

A It has been paid.

Q But not credited?

Q9 A It has not been satisfied.

POOR QUALITY
ORIGINAL

0832

of record.

The Court - If the man who paid the money
received an assignment of that
judgment then the judgment was
not paid at all. It was simply
transferred from one party to another.

The Court - It was not paid.

A. I said it was assigned to Mr.
Coit.

Q The attorney for Mr. Howard

A It was assigned to Mr. Coit.

Q Coit was Howard's attorney?

A Yes.

Q You were acting both of you?

A I did not participate in the
Assignment

Q Do you know whether Mr.
Howard was indebted to Mr.
Coit?

A That is an open question - I
cannot say.

Q Did you ever hear the matter
discussed between Mr. Howard

and the Court:

A. Objection to
Objection Sustained

William Coit being duly sworn and
examined as a witness for defendant
deposes and says. I live at
77 First Place Brooklyn. I am an
Attorney at Law. and have been
since 1854. My office is at
44 Court St. I know the
defendant. I have had business
transactions with him.

Q Are you intimately acquainted
with his property - real estate?

A Certain parts of it I am
familiar with.

Q Do you know what property
Mr Howard the defendant had
on the 22nd of November
last in Brooklyn - real estate?

A I know that he owned No 98
Washington St. No 119 High St.
No 113 High St. 147 High St.

No 241 Pearl St. ; 212 Jas St.
38 and 40 Fleet St. 17 Union
Avenue. He was the owner in fact
in his own name.

Q Do you know the value of ^{the} property
at that time?

A I have never made a very careful
estimation of the value of the
property. I have known it. I
have collected the rents. I have
never attempted to sell any of
it. never have tested the market.
I have some general ideas. It is
in the 4th Ward. where property
is indicating great changes. The
bridge, the elevated road and
various things must be considered.
It may be of value beyond what
would be an ordinary estimate
in view of possible contingencies.

Q Do you know of any incumbrances
on it in the shape of mortgage
in November last?

✓ A. At that time the mortgages
were about \$25,000 that is not

including the Pursey mortgage
which I understand, it is claimed,
was given without a valuable
consideration.

Q Do you know anything about
outstanding judgments on the
22nd of November last? Begin
with that of Max S. Eller?

A That was released. It was for
\$91.

Q Pauline Ellinger? Was that
released?

A Yes. That was \$422.

Q Joseph Lamb's judgment?

A That was paid in part, and
subsequently an assignment was
given. Practically it was paid

Q Kelley - \$196.29

A That judgment was paid
in full

Q Thomas Hooper

A That was paid in part and
subsequently the parties took an
assignment of it.

38 Q Paid with Howard's money?

A Yes.

Q The sum judgment \$824.15-

A A portion of that was paid -
how much I do not know.

Q Paid with Howard's money?

A Yes.

Q Peter Mallon's \$90.15

A That was paid in part also

Q The same way, with Howard's
money?

A Yes.

Q The proceeds of the sale of
real estate?

A Yes.

Q The judgment of Louise C
Johnson was against Howard
an Executor

A It was.

Q Herman M. F. Randolph \$369.45

A I know nothing about that

Q Were there transactions that you
have spoken of prior to
Nov 22

A The payment of the money was
prior - the two judgments

POOR QUALITY
ORIGINAL

0037

I took assignments of were
subsequent to that time

Q In taking these assignments
I understood you to say that
payments were made with
the proceeds of the sale of Mr
Howard's real estate and in
each case ~~the~~ assignments
to you were made?

A Yes. Mr Howard did not
know anything about it.

Q Have you ever seen Mr Frazer
the complainant?

A I believe I have.

Q Did you see him in December
last?

A Yes.

Q Did you have a conversation
with him?

A I did.

Q What did you say to him
with regard to Mr Howard's
responsibility and character
if anything?

15-A

I described the property which

I have described here. I stated to him that that property was in my charge; that I took care of it and collected the rents; I stated the amount of maintenance on it. I stated to him that I did not know that that was all of Mr. Howard's property in Kings County; that I did not know of any other; that Mr. Howard might own more.

Q Did you say anything as to Mr. Howard's reputation for truth and veracity?

A I do not remember saying anything.

Q Do you remember any of the conversation that you have not stated?

A I remember his stating to me that Mr. Howard swore that he was worth over ^{half} a million of dollars; I may have expressed some surprise at that. I told that I was not aware that

Mr Howard had any such sum of money: I told him that Mr. Howard objected to be wealthy out of this property that was in my charge: that I did not know what other property he had

Q Did you say this to him: (Reading to witness from page 12 of the affidavit of the ~~defendant~~ ~~complainant~~ ~~traitor~~ beginning at the words "Mr William Crit of 44 Court St. Brooklyn." and continuing down to the words on page 13 "amount to over \$30,000")

A - Part of it as stated is correct, part of it is not. It would be worthless to correct it. I said that the property was encumbered about \$30,000. A good deal of it is true

Q Did you say that you had known Howard a number of years, that he had inherited property from his father in 1873 which

amounted to about \$50.00 at that time?

A That is true.

Q Did you say that Howard had been extravagant and reckless since that time; that he had mortgaged his property right and left; that he had incurred indebtedness and had a large number of judgments against him within the last four years?

A I did not state it quite in that manner. I stated that Mr Howard had made large mortgages on his property. I stated what the mortgages were.

Q Did you state that he was extravagant and reckless.

A I did not use those words to my knowledge.

Q Did you state that he had a large number of judgments recorded against him in the last four years.

28 A I presume I did.

Q Did you state that you had come to the rescue of Howard, and paid off a number of judgments that you had taken and then held a mortgage on all of Howard's real estate in Brooklyn and that you had a general power of Attorney to collect the rents and manage the property which power of Attorney was irrevocable until after the payment of Howard's indebtedness to you?

A I said that I had paid off a number of judgments against Mr. Howard: That I held a power of Attorney which was irrevocable for the collection of the rents and use the proceeds until my claim was satisfied.

Q Did Mr. Trattel read an abstract of the deposition to you?

A I do not remember his reading any abstract to me; I recollect his making a statement of what Mr. Howard had sworn to.

Q Did you state that Mr Howard's statements were either the basest fabrication or the hallucinations of a lunatic?

A I deny using any such language as that.

Q Or anything of that import?

A I did not intend it.

Q Did you say that the property of Mr. Howard, if sold, would bring a small amount over his incumbrance?

A I do not remember saying that.

Q Did you say that if it was nursed and sold off gradually at full value it might bring a small amount over the incumbrance?

A I think I remember that I stated that.

Now examined

Q Mr. Howard is indebted to you a considerable amount of money is not?

40 A He was

Q It has been paid in part?

A Yes

Q You precluded a mortgage?

A Yes, for \$4,550

Q In addition to the \$3,000 mortgage?

A Yes. I had what is called a blanket mortgage.

Q You bought the property in preclusion?

A I bought it, because there was nobody else to bid. I forget precisely the amount of my bid.

Q Approximately?

A I think it was about \$1900

Q On Nov 22 about how much did the defendant Howard owe you?

A I think it was about \$4300. It was precluded by mortgage. The foreclosure was commenced in 1886.

Q When was that mortgage executed?

A On May 25 1885. The foreclosure was begun in 1886

Q What were you to do with the rents

1

of this property?

A To use it for the purpose of paying

The Court - It is in evidence that he used Howard's money to pay judgments.

2 - This affidavit of Mr. Trantel, with the corrections you have made is substantially correct?

A Substantially

Redirect

2 - Were you Howard's lawyer on M. 22 1887?

A Well I do not know that I can say that. I have been intimate with him.

2 As to this assignment of the judgments which you hold against Mr. Howard, do you claim that they are unpaid judgments in your favor against Mr. Howard?

A I do not. It is a judgment belonging to me. He is

entitled to a satisfaction price
of that whenever he asks it

Q You are prepared to give it to
him

A Certainly

Q Were you prepared on the 22nd
of November 1887 to do so?

A Yes Sir, I intended to satisfy
~~it~~ it myself. It was merely
a matter of convenience that I
did not do so before.

Q Do you know whether Mr Howard
was worth \$3000 above all his
liabilities on the 22nd of November?

A I could not answer whether he
was or was not.

By Mr Jones

Q Has the Ellinger management
been satisfied?

A It has not been satisfied
to my knowledge. I do not
know anything about it

Q Do you know anything about some property that Mr Howard owned in Dean St. Brooklyn which he purchased from Butler in

A I know something about property that he had there. I never had anything particularly to do with it.

Q How much does he owe you?

A About \$4.500

The Court You collect the rents?

A I collect the rents and pay the expenses and I send the judgements

Q You hold them all against the defendant Howard?

A I hold nothing but the mortgages and I pay all these things

Re-direct

Q I understand you to say that you intended to satisfy the judgements and that you are prepared to

give them up to him at any time.

A Yes.

Q When was this foreclosure of yours?

A The decree was entered in December of last year.

Q On the 22nd of November 1883 did he have title to the property?

A Certainly

Q Was he

By Mr. Jones

Q Was he in default on the 22 day of November?

Mr. ~~W. H. Jones~~ ~~Chambers~~

Objected to

Objection overruled

Excepter

A Of course he was

Q Had an interlocutory decree been entered - a decree of foreclosure and sale on the 22nd of November 1883?

A I think not. I think it had not been entered.

88-2

Had it been made?

Objected to
Objection overruled

A No Sir

William F. Headwell, being duly sworn and
examined as a witness for the ^{defendant} ~~prosecution~~
before and says. I am a lawyer.
I know the defendant Howard

Q Did you ever make an examination
of the title to any premises in the
city of Brooklyn claimed to be
owned by him?

A I did not examine the title.
I examined the records to see
what property was mortgaged.
I found property of his in
High Street, Washington
Place, Fleet St. Union Avenue.
I really don't remember all

Q Was the title in him on the
22nd of November last?

A I presume it was

86 Cross examined

Q Are you certain of that about the
first of December
A Yes, I think I am.
Q Positive
A I will not swear positively
Q You do not know but what there
were unrecorded transfers?
A No Sir: - I say that the conclusion
I came to - I presumed that
he had title to this property
I was that subsequent to Thanksgiving
A - I am not certain whether it
was subsequent or prior to
Thanksgiving. It was the latter
part of November or the first of
December that I examined as to the
Hussey paper mortgage.

Thomas Barnswell being duly
sworn and examined as a
witness for defendant deposes
and says: I am a ^{preacher} ~~farmer~~
live at 204 Concord St Boston
I know Mr Howard the defendant

over thirty years.

Q Do you know anything as to his owning bonds or stocks?

A Yes Sir

Q What do you know about that?

A I know he had bonds and stocks in 1886. I saw some of them last fall, in his possession. I cannot remember what they all were, there were a great many shares of American Union Mining Company. And some shares in the Sydney Queen Mining Company.

Q What was it worth?

A I could not tell - I do not know.

Q Did he have any bonds or stocks about Nov 22?

A Yes Sir. What they were worth I do not know; some of the shares nominally at \$100 each he was offered \$45 for. That was in December. That was the

POOR QUALITY
ORIGINAL

0051

The National Sewage Co. or The
National Sewerage Co. He
would not sell them.

By the Court

Q What is the value of the sheets?
A I could not tell you

Defendants held to answer
\$2500 bail

POOR QUALITY
ORIGINAL

0052

District Police Court.

Benjamin W. Trammel

vs.

J.P. Johnson Howard
Thomas M. Cartney

1048

STENOGRAPHER'S TRANSCRIPT.

March 29, 1888

BEFORE HON.

Andrew J. White

Police Justice.

W. H. Bondy

Official Stenographer.

POOR QUALITY
ORIGINAL

0053

Sheriff's Deed on Foreclosure.

This Indenture, made the *Sixteenth* day
of *May* in the year one thousand eight hundred and eighty *five*
Between CHARLES B. FARLEY, Sheriff of the County of Kings, in the State of
New York, party of the first part, and *Leopold Gresthal of the City*
and County of New York party
of the second part: Whereas, at a Special term of the Supreme
Court of the State of New York

held at the Court-House in the City of Brooklyn, on the *twenty second* day
of *April* one thousand eight hundred and eighty *five* it was, among
other things, ordered and adjudged by the said Court, in a certain action then pending in
the said Court, between *Pauline Etlinger Plaintiff and J.P.*
Johnson Howard and others Defendants

That all and singular the mortgaged premises mentioned in the complaint in said action,
and in said judgment described, or so much thereof as might be sufficient to raise the amount
due to the plaintiff for principal, interest and costs in said action, and which might be sold
separately without material injury to the parties interested, be sold at public auction
according to the course and practice of said Court, by or under the direction of the Sheriff
of the County of Kings, that the said sale be made in the said County of Kings,

that the said Sheriff give public notice of the time and place of such sale according to the
course and practice of said Court, and that any of the parties in said action might become a
purchaser or purchasers on such sale: that the said Sheriff execute to the purchaser or
purchasers of the said mortgaged premises, or such part or parts thereof as should be so
sold, a good and sufficient deed or deeds of conveyance for the same:

And Whereas, the said Sheriff in pursuance of the said judgment of the said Court, did, on the Sixteenth day of May 1885 sell at Public Auction, at Salem Room of Thomas A. Krugman 35 Williams Street in the City of Brooklyn, County of Kings, the premises in the said judgment mentioned, due notice of the time and place of such sale being first given, agreeably to the said judgment; at which sale the premises hereinafter described were struck off to the said party of the second part, for the sum of One thousand seven hundred and fifty (\$1750 00) dollars, that being the highest sum bidden for the same.

Now this Indenture Witnesseth, That the said Sheriff of the County of Kings, party of the first part to these presents, in order to carry into effect the sale so made by him as aforesaid, in pursuance of the judgment of the said Court, and in conformity to the statute in such case made and provided, and also in consideration of the premises, and of the said sum of money so bidden as aforesaid, being first duly paid by the said party of the second part, the receipt whereof is hereby acknowledged, Both bargained and sold, and by these presents Both grant and convey, unto the said party of the second part

All that tract or parcel of land with the building thereon situate in the old 9th (now 24th) Ward of the City of Brooklyn and bounded and described in a certain Map entitled Property at Bedford in the Ninth Ward of the City of Brooklyn made by A. Wenton City Surveyor 1835 as lots numbered two hundred and unity Jan (295) two hundred and unity six (296) two hundred and unity seven (297) two hundred and unity eight (298) two hundred and unity nine (299) three hundred (300) three hundred and one (301) and three hundred and two (302) said lots taken together are bounded as follows

Beginning at a point on the County side of Jefferson Avenue as laid out on said Map distant seven hundred and forty two (742) feet Southwesterly from the corner formed by the intersection of said Jefferson Avenue with the Southerly side of a strip of land then belonging to the Brooklyn and Jamaica Rail Road Company running thence Easterly along the Southerly side of lots 293 and 294 on said Map two hundred and nine (209) feet to the land now or formerly of Andrew

Sarah Lefferts running thence Southerly along the East mentioned land one hundred (100) feet to the Northerly side of lot 304 on said Map thence running Westerly along the Northerly side of Lots No 303 and 304 on said Map two hundred and eight (208) feet to Jefferson Avenue thence running Westerly along the Easterly side of Jefferson Avenue one hundred (100) feet to the point or place of beginning

POOR QUALITY
ORIGINAL

0054

1

Beginning at a point on the Easterly side of Jefferson Avenue as laid out on said Map instant well bounded and forty two (42) feet Southerly from the corner formed by the intersection of said Jefferson Avenue with the Southerly side of a strip of land then belonging to the Brooklyn and Jamaica Rail Road Company running thence Easterly along the Southerly side of lots 293 and 294 on said Map two hundred and nine (209) feet to the land now a property of Aaron Sarah Lefkowitz running thence Southerly along the West mentioned land one hundred (100) feet to the Westerly side of lot 304 on said Map thence running Westerly along the Westerly side of lots 263 and 304 on said Map two hundred and eight (208) feet to Jefferson Avenue thence running Westerly along the Easterly side of Jefferson Avenue one hundred (100) feet to the point a place of beginning

To have and to hold all and singular the premises above mentioned and described, and hereby conveyed, or intended so to be, unto the said party of the second part *his* heirs and assigns, to *his* and their own proper use, benefit and behoof for ever.

In witness whereof, the said CHARLES B. FARLEY, Sheriff, as aforesaid, hath hereunto set his hand and seal, the day and year first above written.

Scaled and delivered in the presence of

James Langan

C. B. Farley Sheriff

State of New York,

City of Brooklyn,

County of Kings,

ss:

On the twenty seventh day of May one thousand eight hundred and eighty five before me personally came CHARLES B. FARLEY, known to me to be the individual described in, and who executed the above conveyance, and acknowledged that he executed the same.

James Langan Notary Public Kings County
Recorded May 29 1885 at 11 AM

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POOR QUALITY
ORIGINAL

0855

POOR QUALITY
ORIGINAL

0056

State of New York } I William H. Murtha Register of the
County of Kings } ss County of Kings do hereby certify that
the foregoing has been compared with the original
record in my office in Liber 1612 of Conveyances
page 217 and that it is a true copy thereof
and of the whole of such original record
Witness my hand and official
seal this 27 day of June 1888

W. H. Murtha
Register

Propls. Ex. No. 13	July 23 rd 1888.	CHARLES B. FARLEY, Sheriff of Kings County,	To	Leopold Guethal	Sheriff's Deed on Foreclosure.	Dated, 188	CHARLES B. FARLEY, Sheriff of Kings County, County Court House, BROOKLYN, N. Y.	Filed in Vol. 1612 p. 217
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POOR QUALITY
ORIGINAL

0057

State of New York } I William H. Murtha Register of the
County of Kings } ss. County of Kings do hereby certify that
the foregoing has been compared with the original
record in my office in Liber 1612 of Conveyances
page 217 and that it is a true copy thereof
and of the whole of such original record
Witness my hand and official
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Proces. Ex. No. 13	July 23 rd 1888.	CHARLES B. FARLEY, Sheriff of Kings County,	To	Lepold Guethal	Sheriff's Deed on Foreclosure.	Dated, 188	CHARLES B. FARLEY, Sheriff of Kings County, County Court House, BROOKLYN, N. Y.	John W. [unclear]
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POOR QUALITY
ORIGINAL

0050

County of Tazewell, Sessions of the Peace
of the City and County of New York.

The People of the State
of New York,
against
J. P. Johnson Howard

The People of the City and
County of New York by this indictment
accuse J. P. Johnson Howard of the crime
of Perjury, committed as follows.

Verdict, to wit: on the twenty
ninth day of October, in the year of our
Lord one thousand eight hundred and
eighty seven, at the City of New York, in
the County of New York, aforesaid, one
John S. Sargent, the plaintiff in an
action for damages then pending in the
Supreme Court of the State of New York
in the first Judicial District thereof, to wit:
in and for the City and County of New York
aforesaid, in due form of law recovered a
judgment in the said court against one
Samuel H. Sargent, the defendant in
the said action, for the sum of Twelve
thousand, nine hundred and seventy one
dollars and twenty six cents.

POOR QUALITY
ORIGINAL

0059

And after the recovery of the said
judgment as aforesaid, to wit: on the
Twenty day of November, in the year
aforesaid, the said Samuel H. Sessigunday
having appeared therefor, an appeal was
by him duly taken from the said judg-
ment to the General Term of the said
Supreme Court in and for the First
Judicial Department thereof, and notice
of said appeal duly served as required
by law, and for the purpose of staying
the execution of the said judgment or
writs under said judgment signed and
executed by the said J. P. Johnson Howard
and one Thomas McConkey as justices
to the effect that the said Samuel H.
Sessigunday such appellant as aforesaid,
should pay all costs and damages which
might be awarded against him by such
judgment so appealed from should be
affirmed, or any part thereof or the appeal
be dismissed, together with all costs and
damages which might be awarded against
the said appellant thereon, not exceeding
five hundred dollars, and wherein and
whereby the said J. P. Johnson Howard
and Thomas McConkey did jointly and
severally undertake that the said appellant

POOR QUALITY
ORIGINAL

0060

would so do, was on the day and year
last aforesaid duly given by the said
appellant and filed with the Clerk of the
said Supreme Court pursuant to the
statute in such case made and provided,
and a copy of the said undertaking, in the
notice of the filing thereof, was on the
same day duly served upon the attorney
for the said Julius Sessigunday, the respondent
upon the said appeal, by the giving of which
said undertaking as aforesaid, the execution
of the said judgment was then and there
stayed pending the determination of
the said appeal.

And afterwards, and in furtherance
after the service of the said copy of the
undertaking aforesaid and notice of the filing
thereof as aforesaid, to wit: on the sixteenth
day of November, in the year aforesaid,
at the City and County aforesaid, the
attorney for the said Julius Sessigunday, such
respondent as aforesaid, duly served upon the
attorney for the said Samuel H. Sessigunday,
such appellant as aforesaid, a written notice
that he excepted to the sufficiency of the
said sureties upon the said undertaking;
whereupon, to wit: on the seventeenth day of
November, in the year aforesaid, notice was

POOR QUALITY
ORIGINAL

0061

andly agree that the said J. P. Johnson
Howard and Themasme Portney would
justify as such surties upon the said
undertaking as required by law, on the
twenty second day of November then
next ensuing, before the judge of the
said Supreme Court who should be
sitting and residing at the Chambers
thereof on the said last mentioned day.

And afterwards, to wit: on the said
twenty second day of November in the
year of our Lord, at the City and County
of said, the said J. P. Johnson Howard,
did personally come and appear before
the Honorable George L. Barrett one of
the judges of the said Supreme Court
and the justice then ^{sitting and} residing at the
Chambers thereof for the purpose of
justifying as such surties upon the said
undertaking.

And the said J. P. Johnson Howard
was then and there in due form of law
sworn, and did take his corporal oath,
by and before the said the Honorable
George L. Barrett, justice as aforesaid,
that he the said J. P. Johnson Howard
would true answers make to such questions
as might be put to him touching his

POOR QUALITY
ORIGINAL

0062

subscribing as such surety upon the
said undertaking, the the said
the Honorable George R. Barnett,
Justice as aforesaid, having then
and there full and complete power
and authority to administer the
said oath to the said J. Johnson
Howard in that behalf.

And the said J. Johnson
Howard being so sworn as
aforesaid, and being then and
there examined touching and
concerning his sufficiency as such
surety upon the said undertaking,
for the purpose of such investi-
gation, before the said the Honorable
George R. Barnett, Justice as
aforesaid, the proceeding being an
inquiry and hearing and on occasion
in which an oath was required by
law and might be lawfully
administered, upon this oath
aforesaid, of and concerning his
circumstances and property, and his
responsibility and sufficiency as
such surety, (it being then and
there necessary and material that
the said the Honorable George R. Barnett

POOR QUALITY
ORIGINAL

0063

justice as aforesaid should know
the true circumstances and property
of the said J. P. Johnson Howard
in order that he might determine
whether he would and should
approve and allow the said J. P.
Johnson Howard as such
surety upon the said undertaking
on the said injury, meaning and
occasion, in answer to certain proper
questions put to him for the
purpose thereof, then and there, to
wit: on the said twenty second day
of November in the year aforesaid,
at the City and County aforesaid,
aforesaid, intelligently, knowingly
and voluntarily, did aforesaid swear,
testify, declare and say, amongst
other things, in substance and to the
effect following, that is to say:

That he the said J. P.
Johnson Howard then owned
real estate situated in the counties
of King, Queens, Westchester, and Dutch
Essex and Hamilton in the
State of New York, and also in
Union and Mercer counties in the
State of New Jersey.

That he the said J. P. Johnson Howard
then owned four lots of land situated on
St. Marks Avenue, between Albany and
Troy Avenues in the City of Brooklyn in
the County of Kings aforesaid. That he
bought the said lots in 1881 or 1882, or there-
abouts from Samuel Boston, and paid for the
same eight hundred and fifty dollars each.

That he the said J. P. Johnson Howard
then owned a house and fifteen adjoining
lots on Dean Street between Troy and Scher-
redy Avenues in the said City of Brooklyn.
That he had bought the same in 1879 from
Marion A. Butler and paid for the same fifteen
thousand, seven hundred and fifty dollars in cash.

That in addition to the house and lot
known as number 28 Washington Street in the
said City of Brooklyn, he the said J. P. Johnson
Howard had inherited from his father the
property known as 123 High Street, 147 High
Street, 212 Jay Street and numbers 38 and 40
West Street, respectively, in the said City of
Brooklyn. That he then still owned fifteen
or twenty houses and lots in the said City,
which were left to him by his father.

That the encumbrances on the property in
the City of Brooklyn aforesaid, which he then
owned did not then exceed the sum of eight

POOR QUALITY
ORIGINAL

0065

thousand dollars.

6 That the assessed valuation of the real estate left to him by his father, and which he then owned, on the last roads, was then three hundred and fifty thousand dollars.

7 That the amount of his indebtedness did not then exceed the sum of two thousand dollars.

8 That there were then no notes or drafts outstanding upon which his name stood as maker or endorser.

9 That there were then no unsatisfied judgments against him except one in the sum of two hundred dollars in King County aforesaid, entered in the month of February in the year aforesaid, from which an appeal had been taken, and the execution of which had been stayed.

10 That he the said J. P. Johnson Howard was then worth at least five hundred and fifty thousand dollars over and above all his debts and liabilities.

Whereas in truth and in fact the said J. P. Johnson Howard did not then own real estate situated in the said counties of King, Queen, Detmold, Franklin, Essex and Hamilton in the State of New York, and also in Union and Mercer counties in the State of

New Agency.

And whereas in truth and in fact the said J. C. Johnson Howard did not then own any lots of land situated on St. Marks Avenue between Albany and Troy Avenues in the said City of Brooklyn, and he did not buy the said lots in 1881 or 1882 or thereabouts from the said Samuel Boston, and did not pay for the same eight hundred and fifty dollars each.

And whereas in truth and in fact the said J. C. Johnson Howard did not then own a house and fifteen adjoining lots on Dean Street, between Troy and Broadway Avenues in the said City of Brooklyn, and he had not bought the same in 1879 from David A. Butler, and had not paid for the same fifteen thousand seven hundred and fifty dollars in cash.

And whereas in truth and in fact the said J. C. Johnson Howard had not inherited from his father in addition to the house and lot known as number 96 Washington Street in the said City of Brooklyn, the property known as 123 High Street, 144 High Street, 212 High

thousand dollars.

Street and number 38 and 40 West Street respectively, in the said City of Brooklyn, and he did not then own fifteen or twenty houses and lots in the said City, which were left to him by his father.

And whereas in truth and in fact the encumbrances on the property in the said City of Brooklyn which he then owned, did then exceed the sum of eighteen thousand dollars.

And whereas in truth and in fact the assessed valuation of the real estate left to him the said J. P. Johnson Howard by his father, and which he then owned, on the Tax books, was not then three hundred and fifty thousand dollars.

And whereas in truth and in fact the amount of the indebtedness of him the said J. P. Johnson Howard, did then exceed the sum of two thousand dollars, and there were then notes and drafts outstanding upon which his name stood as maker or endorser, and there were then divers unsatisfied judgments against him for divers large sums of money, other than the one in the sum of two hundred

POOR QUALITY
ORIGINAL

0058

dollars hereinabove referred to.

And whereas in truth and in fact the said J. P. Johnson Howard was not then worth at least five hundred and fifty thousand dollars over and above all his debts and liabilities, but was in fact then insolvent and wholly irresponsible financially.

And whereas in truth and in fact all the matters so as aforesaid by him the said J. P. Johnson Howard then and there sworn to, testified, declared and said upon the said hearing in jury and occasion in manner aforesaid, were then and there in all things wholly false and untrue, as he the said J. P. Johnson Howard then and there well knew.

And so the Grand Jury aforesaid do say, that the said J. P. Johnson Howard, in manner and form aforesaid, feloniously, unlawfully, knowingly falsely and corruptly did commit illegal and corrupt perjury, 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 R. Folger,

District Attorney.

0869

BOX:

303

FOLDER:

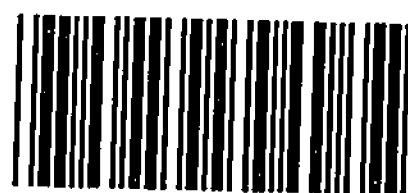
2886

DESCRIPTION:

Hughes, James

DATE:

04/26/88



2886

WITNESSES:

Officer E. C. Neal
16 Dec

No 396

301.

Counsel,

Filed

26 day of *April* 188*8*

Pleads

Iniquity

THE PEOPLE,

vs.

B

James Hughes

VIOLATION OF EXCISE LAW

(Selling on Sunday, Etc.)
[III Rev. Stat. (7th Edition), page 1883, Sec. 21 and
page 1889, Sec. 5.]

357 N. 2nd St.

JOHN R. FELLOWS,

District Attorney.

A True Bill.

W. J. Colberry

Foreman.
Confidential sent to the Court
of Special Sessions,

Part III, ... Vol. 3A, ... 1894.

April 28, 1898

0870

0871

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

James Hughes

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

James Hughes
of the CRIME OF SELLING INTOXICATING LIQUORS AND WINES AS A BEVERAGE ON SUNDAY, committed as follows:

The said

James Hughes
late of the City of New York, in the County of New York aforesaid, on the *first* day of *April* in the year of our Lord one thousand eight hundred and eighty-*eight*, at the City and County aforesaid, the same being the first day of the week, commonly called and known as Sunday, with force and arms, certain intoxicating liquors and certain wines, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain intoxicating liquor to the Grand Jury aforesaid unknown, unlawfully did sell as a beverage to one

Edward C. Freel
and to certain other persons whose names are to the Grand Jury aforesaid unknown, 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.

SECOND COUNT—

And the Grand Jury aforesaid by this indictment farther accuse the said

James Hughes
of the CRIME OF KEEPING OPEN ON SUNDAY a place licensed for the SALE OF STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said

James Hughes
late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, the same being the first day of the week, commonly called and known as Sunday, being then and there in charge of and having the control of a certain place there situate, which was then duly licensed as a place for the sale of strong and spirituous liquors, wines, ale and beer, with force and arms, at the City and County aforesaid, the said place so licensed as aforesaid unlawfully did not close and keep closed, and on the said day the said place so licensed as aforesaid unlawfully did then and there open, and cause and procure, and suffer and permit, to be open, and to remain open, 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 R. FELLOWS,

District Attorney.

0072

BOX:

303

FOLDER:

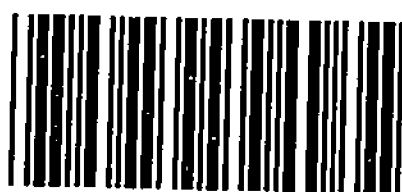
2886

DESCRIPTION:

Hurtzig, John

DATE:

04/09/88



2886

POOR QUALITY
ORIGINAL

0873

WITNESSES:

Counsel,

Filed 9 day of April 1888

Pleads

Chazusky Up

THE PEOPLE,

vs.

B

John Hartzig

April 17

Violation of Excise Law.

[III Rev. Stat. (7th Edition), page 1983, Sec. 21, and
(Bellington Sunday, &c.)
page 1989, Sec. 5.]

JOHN R. FELLOWS,

RANDOLPH B. MARINE,

April 17, 1888. District Attorney.

A True Bill.

Found

W. J. O'Leary

Foreman.

April 9, 1888.

POOR QUALITY
ORIGINAL

0874

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
Plaintiffs

against

John Hurtzig
Defendant.

The Grand Jury of the City and County of New York, by this indictment, accuse the above named defendant of the CRIME OF SELLING INTOXICATING LIQUORS AND WINES AS A BEVERAGE ON SUNDAY, committed as follows :

The said defendant, late of the City of New York, in the County of New York aforesaid, on the *nineteenth* day of *February* in the year of our Lord one thousand eight hundred and eighty-*eight* at the City and County aforesaid, the same being the first day of the week, commonly called and known as Sunday, with force and arms, certain intoxicating liquors and certain wines, to wit : One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain intoxicating liquor to the Grand Jury aforesaid unknown, unlawfully did sell as a beverage to one

Daniel Dugan

and to certain other persons whose names are to the Grand Jury aforesaid unknown, 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.

SECOND COUNT :

And the Grand Jury aforesaid, by this indictment, further accuse the said defendant of the CRIME OF KEEPING OPEN ON SUNDAY a place licensed for the SALE OF STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows :

The said defendant, late of the City and County aforesaid, afterwards, to wit : on the day and in the year aforesaid, the same being the first day of the week, commonly called and known as Sunday, being then and there in charge of and having the control of a certain place there situate, which was then duly licensed as a place for the sale of strong and spirituous liquors, wines, ale and beer, with force and arms, at the City and County aforesaid, the said place, so licensed as aforesaid, unlawfully did not close, and keep closed, and on the said day, the said place so licensed as aforesaid, unlawfully did then and there open, and cause and procure, and suffer and permit, to be open, and to remain open, 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 R. Hollows
RANDOLPH B. MARTINE

District Attorney.

0875

BOX:

303

FOLDER:

2886

DESCRIPTION:

Hynes, Williams

DATE:

04/27/88



2886

0876

BOX:

303

FOLDER:

2886

DESCRIPTION:

Keil, Adolph

DATE:

04/27/88



2886

POOR QUALITY
ORIGINAL

0877

Witnesses:

May 11/88. From an examination
of the case and all the
witnesses I find that I can
get no corroboration of
Huey's story. and I find out
such corroboration as
will be impossible I
think to connect him.
Therefore recommend
that the indictment be
discharged as to him
H. D. Macdonald
Det. Ch.

Counsel,

Filed

27

day of

1888

Pleas,

THE PEOPLE

vs.

PETIT LARCENY.

[Sections 528, 532, 537, Penal Code.]

William Hynes

and
Adolph Heil

JOHN R. FELLOWS,

District Attorney.

A TRUE BILL.

Filed May 11/88.

Indictment as to No 2 dismissed &
true as to No 1.

Foreman.

Sent to trial Bureau

April 27, 1888.

POOR QUALITY
ORIGINAL

0878

Police Court— District.

Affidavit—Larceny.

City and County }
of New York, } ss.

of No. 56 East 12th Street, aged 36 years,
occupation Sigar-Manufacturer being duly sworn

deposes and says, that on the 18 day of April 1886 at the City of New
York, in the County of New York, was feloniously taken, stolen and carried away from the possession
of deponent, in the day time, the following property viz :

A quantity of Leaf Tobacco
of the value of Three dollars
(\$3.00)

the property of

Deponent in the Care
and Custody of Deponent

and that this deponent
has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen,
and carried away by William Morris

from the fact that at about
6 O'clock PM of the above date
defendant left deponent's factory
N.W. Corner 38th Street and First Avenue

Deponent is informed by
August Fried of No 34 1/2 East
38th Street that he saw said defendant
take steal and carry away the
aforesaid property from said
factory. Deponent further says
that said defendant admitted
and confessed in open Court
that he took stole and carried
away the aforesaid property

✓ Reuben Lindheim

Sworn to before me this 18 day of April 1886
at New York
Police Justice.

POOR QUALITY
ORIGINAL

0879

Police Court, H District.

City and County } ss.
of New York.

of No. 341 East 38th Street, aged 20 years,

occupation Sign Maker being duly sworn, deposes and says,
that on the 16th day of March 1888 and the 18th day of April 1888, at the City of New

York, in the County of New York, he stole various quantities

of Leaf Tobacco, from Reuben Lindner that in or about
the above date defendant visited Mr
Adolph Keil of Op 336 East 38th St
and while there the said Keil asked
defendant if he could get him any
leaf tobacco. defendant replied that
he could and a few days thereafter de-
fendant stole a quantity of Tobacco and
took it to said Keil. the quantity of
tobacco then taken to said Keil was
four packages weighing in all about
two pounds. defendant informed said
Keil that he had stolen said tobacco
and the said Keil then and there bought
said tobacco and paid to defendant the
sum of fifty cents therefore. Defendant
further says that said tobacco was then
worth by regular market value about
two dollars. then said Keil then asked
defendant if he could get any more
and defendant replied that he could
and continued stealing quantities
of tobacco until caught on the
18th day of April 1888. and received
in payment for each lot about
one quarter of its market value

Sworn to before me
this 22nd day of April 1888

Police Justice

William Stries
Marshall

POOR QUALITY
ORIGINAL

0000

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 18 years, occupation Clerk of No. 345 East 38th

Street, being duly sworn deposes and
says, that he has heard read the foregoing affidavit of Reuben Lindner
and that the facts stated therein on information of deponent are true of deponents' own
knowledge.

Sworn to before me, this 22 day of April 188 8 August & Heifrich

H. W. Brunk
Police Justice.

POOR QUALITY
ORIGINAL

0001

Sec. 108-200.

H. District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

William Harris being duly examined before the under-
signed 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 Harris

Question. How old are you?

Answer. 20 years

Question. Where were you born?

Answer. Jersey City N.J.

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

Answer. No 341 East 38th St. 5 years

Question. What is your business or profession?

Answer. Seegar maker

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

Answer. I am ~~not~~ guilty

✓
William Harris

Taken before me this

day of

1888

Police Justice.

POOR QUALITY
ORIGINAL

0002

Sec. 198-200.

District Police Court.

CITY AND COUNTY } ss.
OF NEW YORK, }

Adolph Keil being duly examined before the under-
signed 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.

Adolph Keil

Question. How old are you?

Answer.

24 years

Question. Where were you born?

Answer.

Hungary

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

Answer.

No 338 East 38th St. 1 1/2 months

Question. What is your business or profession?

Answer.

Sign maker

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

Answer.

I am not guilty
Adolph Keil

Taken before me this

day of

188

Police Justice.

POOR QUALITY
ORIGINAL

0003

BAILED,
No. 1, by _____
Residence _____ Street _____
No. 2, by *Frank Hameachlag*
Residence *174 Park Row* Street _____
No. 3, by _____
Residence _____ Street _____
No. 4, by _____
Residence _____ Street _____

243
Police Court
621
District

THE PEOPLE, &c.,

OF THE COMPLAINT OF

Frederic Dunning

56 E 121st

William H. Hines

Adolph Keil

*Offence Larceny and
Receiving Stolen Goods*

Dated *April 22* 188*8*

Wilde Magistrate.

Bayler Officer.

M. M. Hines Precinct.

Witness *Self* Street.

No. *344* Street.

No. _____ Street.

No. _____ Street.

No. _____ Street.

No. _____ Street.

No. _____ Street.

It appearing to me by the within depositions and statements that the crime therein mentioned has been committed, and that there is sufficient cause to believe the within named.....

William Hines and Adolph Keil
guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of *Twenty* Hundred Dollars, *each* and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated *April 22* 188*8* *Wm. Wilde* Police Justice.

I have admitted the above-named.....
to bail to answer by the undertaking hereto annexed.

Dated..... 188..... Police Justice.

There being no sufficient cause to believe the within named.....
guilty of the offence within mentioned, I order h to be discharged.

Dated..... 188..... Police Justice.

POOR QUALITY
ORIGINAL

0004

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

William Hyman and
Addy Heid

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

William Hyman and Addy Heid

of the CRIME OF PETIT LARCENY committed as follows :

The said William Hyman and Addy

Heid, both —

late of the City of New York, in the County of New York aforesaid, on the ~~fourth~~^{fourth} day of ~~April~~^{April}, in the year of our Lord one thousand eight hundred and eighty ~~eight~~^{eight}, at the City and County aforesaid, with force and arms, ~~ten pounds~~

~~of lead tobacco of the value of thirty~~
~~pounds each pound, and a quantity~~
~~of lead tobacco (a more particular~~
~~description whereof is to the Grand~~
~~Jury aforesaid unknown) of the~~
~~value of three dollars.~~

of the goods, chattels and personal property of one Andrew Sindheim,

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

POOR QUALITY
ORIGINAL

0005

SECOND COUNT—

And the Grand Jury aforesaid, by this indictment, further accuse the said

— Adolph Heil —

of the CRIME OF CRIMINALLY RECEIVING STOLEN PROPERTY, committed as follows:

The said *Adolph Heil,*

late of the City and County aforesaid, afterwards to wit: on the day and in the year aforesaid
at the City and County aforesaid, with force and arms, *ten pounds of*
leaf tobacco of the value of thirty
cents each pound, and a quantity
of leaf tobacco (a more particular
description whereof is to the Grand
Jury aforesaid unknown) of the
value of three dollars.

of the goods, chattels and personal property of one *Reuben Sindheim,*

by one William Sykes, and —

by ^{other} ~~a~~ certain ~~person~~ ^{or} persons to the Grand Jury aforesaid unknown, then lately before
unlawfully stolen, taken and carried away from the said

Reuben Sindheim,

unlawfully and unjustly, did feloniously receive and have; the said

Adolph Heil —

then and there well knowing the said goods, chattels and personal property to have been
unlawfully stolen, taken and carried away, against the form of the statute in such case
made and provided, and against the peace of the People of the State of New York and
their dignity.

JOHN R. FELLOWS,

District Attorney.