

City Court of New York.

-----X
NATHAN C. BACKER,

Plaintiff,

-against-

MAX MARX,

Defendant.
-----X-

The plaintiff above named complains of the defendant and alleges:

AS A FIRST CAUSE OF ACTION.

2
admits
I. That the plaintiff is and at all the times herein after mentioned was engaged in business in the City of New Yprk as a cotton broker.

denies
1340.
II. That at the City of New York at divers times between the 20th day of April 1896 and the 7th day of August 1896, in the course of his business as a cotton broker and at the special instance and request of the defendant, the plaintiff paid, laid out and expended for the use of the defendant the sum of Thirteen hundred and forty dollars (\$1,340.), which the defendant promised to repay to the plaintiff.

admits
III. That no part of said sum has been paid, although ~~payment~~ thereof has been duly demanded.

AS A SECOND CAUSE OF ACTION.

admits
4
IV. The plaintiff repeats and makes part of this cause of action the allegations contained in Paragraph I with the same force and effect as if they were specifically reiterated and set forth at length herein.

V. The plaintiff alleges that at divers times be-

admitted
\$40
5

tween the 20th day of April 1896 and the 16th day of June 1896, the plaintiff at the request of the defendant, sold at the Cotton Exchange in the City of New Yprk for the account of the defendant four hundred (400) bales of cotton, which said services were reasonably worth the sum of Forty Dollars (\$40) and which said sum the defendant agreed to pay the plaintiff for said services, but that no part of said sum has been paid although payment thereof has been duly demanded.

W H E R E F O R E the plaintiff demands judgment against the defendant for the sum of Thirteen hundred and eighty Dollars (\$1,380) with interest thereon from August 7, 1896, together with the costs and disbursements of this action.

EINSTEIN & TOWNSEND,
Plaintiff's Attorneys,
32 Liberty street,
New York City.

City Court of New York.

-----X
NATHAN C. BACKER,

Plaintiff,

-against-

MAX MARX,

Defendant.
-----X

The defendant appearing herein by Carter & Fallows his attorneys answering the complaint of the Plaintiff herein alleges:

I. He admits the allegations contained in Paragraphs I, 3 and 5 of the complaint.

2 II. He denies the allegations contained in paragraph 2 of the complaint.

3 III. In explanation of his denial of the allegations contained in said paragraph 2 of the complaint, he alleges that on or about April 20, 1896, Plaintiff sold for him 200 bales of cotton for October delivery at 7.21 and on or about June 16, 1896 Plaintiff sold for him 200 bales of cotton for December delivery at 6.73; that he deposited with Plaintiff \$400 as a margin on said sales; that on or about August 5, 1896 Plaintiff wrote to him at Tannersville N. Y. where defendant was then stopping and requested him to put up \$1500 additional margin as the cotton market was strong. That Defendant received said letter upon the following day August 6 and at once wrote to Plaintiff that he would put up the additional margin and asking whether Plaintiff would rather have it in the form of a check or of United States bonds; that the latter could be transferred to him more quickly than a check; that on August 7, Plaintiff without any notice to Defendant of his intention to buy in the contracts for October & December deliveries, without

4

notice of time and place of buying in said contracts and without replying to Defendant's letter as to what form he wished the additional margin sent in, whether by check or by bonds, bought in 200 bales of cotton October delivery at 7.84 and 200 bales December delivery at 7.84; that after such purchase Plaintiff wrote to defendant informing him of what he had done and Defendant replied at once upon August 8" repudiating the purchase and calling upon Plaintiff to give him back his original contracts and to restore him to the position he was in before said unauthorized purchase; that Plaintiff refused to do so.

5

IV. He alleges that Plaintiff wrongfully bought in said contracts without giving him any notice of his intention of so doing or of time or place of purchase and in spite of his statement to Plaintiff that he would put up the additional margin requested.

W H E R E F O R E the defendant demands that the complaint herein be dismissed with costs.

CARTER & FALLOWS,
Defendant's Attorneys,
18 Wall St. N.Y.

(Verified September 30, 1896)

CITY AND COUNTY OF NEW YORK, ss.:

being duly sworn, says that he
is the person described as
the in the annexed ; that the same is
true of his own knowledge, except as to the matters therein stated to be alleged on
information and belief, and that as to those matters he believes it to be true.

Sworn to before me, this
day of

18 . }

STATE OF NEW YORK,
City and County of New York, } ss.:

being duly sworn, doth depose
and say, that he is over the age of 18 years; that on the day
of 189 , at

within in the City of New York, he served the
upon

to him known to be
by delivering said true cop of the same to
same with personally, and leaving the

Sworn to before me, this day
of 18 . }

City Council of New York
Nathan C. Rosenberg

Plaintiff

against

Max Marx

Defendant

Pleadings

EINSTEIN & TOWNSEND,

Attorneys for

MUTUAL LIFE BUILDING,

32 LIBERTY STREET,

NEW YORK CITY.

To Esq.,

Attorney for

1896

The Evening Post Job Printing House, New York. 2059N

Please take notice that

of which the within is a copy, was this day
duly entered and filed in the office of the
Clerk of the within-named Court.

Dated N. Y.,

, 18

Yours, &c.,

EINSTEIN & TOWNSEND,

Attorneys for

32 Liberty Street,

New York City.

To

Attorney for

Esq.,

Fol. 1

CITY COURT OF NEW YORK.

-----x
CHARLES B. PAGE)
)
)
-against-)
)
CORNELIUS V. SIDELL, WILLIAM S. CHAPMAN,)
and JAMES A. SIMMONS.)
)
)
-----x

THE COMPLAINT HEREIN SHOWS:-

I. That plaintiff is an Attorney and Counsellor
at Law.

II. That in August, 1896, the defendant Sidell
was the owner of a certain claim for upwards of \$3,000.; and
as plaintiff is informed and believes, the defendants Chapman
and Simmons had some interest in said claim, by agreement with
said Sidell.

III. That in August, 1896, in consideration of
plaintiff's agreeing to collect said claim, the defendant
Chapman, with the knowledge and consent of his co-defendants,
promised to pay plaintiff the sum of Two Hundred and Fifty
Dollars (\$250.) for his services.

IV. That thereupon plaintiff entered upon his
employment under said agreement, and performed various services
thereunder, until some time thereafter, when said Chapman
borrowed the papers from plaintiff, and has since failed to
return the same, but has collected the moneys under said

16485

3

assignment.

V. That defendants have failed to pay plaintiff for his services, to his damages \$250.00.

WHEREFORE, plaintiff demands judgment against said defendants for the sum of \$250., with interest from Oct. 19, 1896, with costs.

SECOR & PAGE,
Plffs. Attys.

Duly verified.

Duly verified.

CITY COURT OF NEW YORK.

-----X
)
 C H A R L E S B . P A G E , :
 Plaintiff,)
 :
 -against-) A N S W E R .
 :
 CORNELIUS V. SIDELL, WILLIAM S. CHAPMAN,)
 and JAMES A. SIMMONS, :
 Defendants.)
 :
 -----X

THE DEFENDANTS IN THE ABOVE ENTITLED ACTION,
ANSWERING THE COMPLAINT OF THE PLAINTIFF, ALLEGE:-

F I R S T : - That they admit that the plain-
tiff is an Attorney and Counsellor-at-law;

2 S E C O N D : - That they deny each and every
other allegation of the complaint;

W H E R E F O R E , the defendants demand judgment against the plaintiff, that the complaint be dismissed with costs.

FREDERICK J. STONE,
Defendants' Attorney,
Office & Post Office Address:
No. 41 Wall Street,
New York City, N.Y.

Duly verified.

City Court.

Charles B. Page
Plaintiff

against

Cornelius V. Sidell
Defendant

Copy Readings

SECOR & PAGE,

Attorneys for *peff.*

No. 132 NASSAU ST.,

VANDERBILT BUILDING,

NEW YORK CITY.

To Esq.

Attorney for

Service admitted.

Dated 189

Attorney for

CITY COURT OF NEW YORK

Alfred C. Gibson,
Plaintiff,

VS

Dehnis Healy,
Defendant.

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

I. That at the city of New York, and about the 11th day of December, 1893, the plaintiff sold and delivered to the defendant, at his request, goods, wares and merchandise of the agreed price and value of eight hundred two dollars seventy five cents (\$802-75), which sum the defendant promised and agreed to pay the plaintiff therefor ;

II. That the defendant has paid the plaintiff on account of the sale and delivery aforesaid, the sum of three hundred dollars (\$300-00) only, leaving now due and unpaid thereon a balance in the sum of five hundred two dollars seventy five cents (\$502-75) ;

W H E R E F O R E the plaintiff demands judgement herein ^{said} against the above named defendant in the sum of five hundred two dollars seventy five cents (\$502-75), with interest thereon from the 1st day of January, 1894, besides the costs of this action.

CROMWELL G. MACY,
Plaintiffs attorney,
261 Broadway,
New York City

*denied
in part*

CITY AND COUNTY OF NEW YORK SS

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

That the reason why this verification is not made by the plaintiff is that he resides, and is now, without the city of New York, where deponent has his office, and the grounds of deponents information regarding the allegations of the foregoing complaint are the written statements of the plaintiffs account with the defendant, the statements of the agent of the plaintiff, and the statements of the plaintiff herein to deponent regarding defendants indebtedness.

Sworn to before me this
9th day of October, 1896
FERD S. BRIGGS,

CROMWELL G. MACY

Notary Public in and for Kings county
Certificate filed in New York County

CITY AND COUNTY OF NEW YORK SS

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

Sworn to before me this

Denis Healy

20th day of October, 1896.

WILLIAM BARNES,
Notary Public,
New York County

CITY COURT OF NEW YORK

Alfred C. Gibson,
Plaintiff,

VS

Dennis Healy,
Defendant

COPY --- PLEADINGS

CROMWELL G. MACY,
Plaintiffs attorney,
261 Broadway,
New York City.

1894

CITY COURT OF NEW YORK

Alfred C. Gibson,
Plaintiff,

VS

Dennis Healy,
Defendant

The defendant above named, by David M. Neuberger, his attorney, answering the complaint herein,

I. Denies each and every allegation in said complaint contained except that he admits that certain goods, wares and merchandise were sold and delivered by the plaintiff to this defendant, and alleges upon information and belief that said goods, wares and merchandise were not of the value of \$802-75, as alleged in the complaint.

Defendant further answering that for a separate and distinct defence and alleges that prior to the commencement of this action this defendant duly paid and discharged any and all indebtedness due from him to the plaintiff by reason of the matter set forth in the complaint and that there is nothing due and owing to this defendant thereof.

WHEREFORE, defendant demands judgement that said complaint may be dismissed with costs.

DAVID M. NEUBERGER,
Attorney for defendant,
Office and Post office
address,
291 Broadway, N Y City.

Names of Parties against whom Judgments have been obtained.

Low. William.

Names of Parties in whose favor Judgments have been obtained.

William Glickman.

Damages and Costs.

\$ 540.⁶⁵
—

Time of Filing.

November 4
1896
1220

Attorneys' Names.

Eugene J. Yuells.

Clerk's Office of the City Court }
of New York,

I CERTIFY, that the foregoing is a correct transcript from the Docket of Judgments kept in my office.

November 4 1896
John D. McGoldrick Clerk.

~~2766~~ 2
City Court of New York.

William Hickman

against

William Low.

TRANSCRIPT OF JUDGMENT.

#

Eugene S. Yuelb
Plffs. Attorney
1609 Broadway

FILED

189

Legality - must be pleaded.

62 St. Rep 694

Boate v Seabold

Shelton v Jones

127 N.Y. 370.

O'Doole v Garvin

1 Ann 92 holds that
such a defense must be
specifically pleaded -
followed in

May v Burras City Ct. Ill. 1884

Waldron v Ann N.Y. City Ct
Daily Reg. Ill. 12/84

Goods sold within a month or
six weeks

Goat T

Wherefore plaintiff demands judgment for the sum of
City Court of the City of New York.
One hundred and sixty dollars, besides costs.

George C. Coffin,
Frank M. Chambers
Plaintiff's Attorney,

Plaintiff

-vs-

Toppan Manufacturing Company,

Defendant.

"
"
"
"
" Com-
"
" plaint.
"
"
"

Plaintiff alleges:

First:- That the defendant is a foreign cor-
poration organized under the Laws of the State of West
Virginia, and was such at all the times hereinafter
stated.

Second:- That heretofore and on or about the
months of September and November, 1896, plaintiff doing
business as F. M. Chambers & Company, furnished to the
defendant at its request, two portable booths, and cer-
tain other material reasonably worth in the aggregate
the sum of One hundred and sixty dollars which the de-
fendant agreed to pay therefor.

Third:- That a Bill of Particulars of the above
is hereto annexed and made part of this complaint.

Fourth:- That said sum became due and payable
before the commencement of this action and payment
thereof was duly demanded, but same has not been paid
nor any part thereof.

admitted

series

1. 2

series any
knowledge
or information
sufficient to
form a belief.

Wherefore plaintiff demands judgment for the sum of
One hundred and sixty dollars, besides costs.

George C. Coffin,

Plaintiff's Attorney.

Bill of particulars referred to in the foregoing
complaint.

Oct 1	One portable booth for Boston	✓ \$40.00	
	One portable booth for New York,	✓ 40.00	
	One extra side,	✓ 10.00	
	Building counter and decorating	✓ 50.00	
	2 signs for X rays,	✓ 10.00	150.
Nov 13	Two signs on oil cloth and framed for side of wagon--punch and judy,	✓ 10.00	10.
		\$160.00	

Dated, Nov 16, 1896.

George C. Coffin,

Plaintiff's Attorney.

Verification in due form

Just

City Court of the City of New York.

Frank M. Chambers

Plaintiff

-VS-

Toppan Manufacturing Company,

Defendant.

The defendant answering the complaint of the plaintiff herein:

" 2

First:- On information and belief denies the allegations contained in paragraph second of said complaint, except that the plaintiff at the times therein mentioned was doing business as F. M. Chambers & Co, of which allegation the defendant has not knowledge or information sufficient to form a belief.

" 3

Second:- Alleges that he has no knowledge or information sufficient to form a belief as to the third and fourth paragraphs, and as to the bill of particulars forming a part of the complaint herein.

Third:- Alleges on information and belief that the plaintiff made an oral contract with the defendant whereby the plaintiff agreed to perform certain work and supply certain materials to the defendant at a certain exhibition held in the Grand Central Palace in the City of New York, State of New York, during the month of October, 1896, and that the defendant therein agreed to

pay \$160 therefor, and that defendant remained at all times ready and willing to pay the said sum therefor, and that plaintiff failed to perform ~~in~~ the said contract and at the time when the said certain labor and materials were offered by the plaintiff under said contract they were duly protested and refused by the defendant, that the defendant then and there agreed to pay the reasonable value of said labor and materials, and not the contract price, and that the plaintiff agreed thereto.

Fourth:- Alleges on information and belief that the said labor and materials when offered were reasonably worth \$100, which sums the defendant hereby offers to pay.

For a counterclaim.

Fifth:- The defendant alleges on information and belief that the plaintiff made an oral contract with the defendant by the terms of which the plaintiff agreed to supply to the defendant at a certain exhibition held at the Grand Central Palace at the City of New York, State of New York during the month of October, 1896, certain labor and materials, and that the defendant agreed to pay therefor the sum of \$160, that the plaintiff thereby agreed to supply the same upon the 1st day of October, 1896.

Sixth:- The defendant alleges on information and belief that the plaintiff failed to supply said labor and materials on the said 1st day of October, 1896, but

7
without permission of the defendant the plaintiff supplied certain labor and materials on the 5th day of October, 1896, which by said contract was five days late, and that the said labor and materials so supplied were not of the quality and value agreed upon in the said contract, and that the defendant refused to accept the same when also offered as a performance of said contract, and the defendant did not waive any of the rights of the defendant under said contract and received the same and agreed to pay therefor the reasonable value thereof, and that the plaintiff agreed thereto.
8

Eighth:- The defendant alleges that the defendant was damaged as a direct result of said contract breach of contract by the plaintiff to the amount of \$250.

Wherefore the defendant demands judgment against the plaintiff for the sum of \$150 with the costs of this action.

Robert McM. Gillespie,

Defendant's Attorney.

(Verification in due form.)

City Court of the City of New York.

Frank M Chambers,

-vs-

Toppa Manufacturing Company.

The plaintiff replying to the counterclaim
set forth in the answer

Denies each and every allegation therein con-
tained constituting a counterclaim.

Wherefore plaintiff demands judgment as in the
complaint.

George C. Coffin,

Plaintiff's Attorney.

being duly sworn,

says that he is _____ the _____ in the above
entitled action; that the foregoing pleading is true of his own knowledge, except as to
the matters therein stated to be alleged on information and belief, and as to those matters he
believes it to be true.

Sworn to before me this _____ day }
of _____ 189 _____ }

Notary Public,

New York County,

City and County of New York, ss. :

GEORGE C. COFFIN, being duly sworn, says that he is the attorney for the plaintiff herein
and resides at No. 49 West 82d Street, in said City and County; that the foregoing pleading is
true of his own knowledge, except as to the matters which are therein stated to be alleged on
information and belief, and as to those matters he believes it to be true. That the grounds of
deponent's belief as to all matters in said pleading not stated upon his knowledge, are

and the reason why deponent makes this verification is that this action is founded upon a written
instrument for the payment of money only, which is now in deponent's possession; that plaintiff
is not within said City and County wherein deponent h attorney resides as aforesaid.

Sworn to before me this _____ day }
of _____ 189 _____ }

Notary Public,

New York County.

NOTICE.

Sir, You will please take notice that
the within is a copy of

in this which was this day
duly entered in the office of the Clerk of
the
at the

in said City.

Dated N. Y., 189

Yours,

Att'y for

To Esq.,

Att'y for

City Court,
Co. of COUNTY.

Frank M. Chambers

10

1884

Johann Nufg Leo

(ORIGINAL.)

Pleadings for Court

GEORGE C. COFFIN,

Attorney for Plaintiff

P. O. Address and Office, 150 Nassau Street,
New York City.

Due service of a copy of the within

and notice is hereby admitted.

Dated

Attorney for

City and County of New York, ss. :

being duly sworn, says that he is over.....years of age; that

on the.....day of.....189 , at No.....

.....in the City and County aforesaid, deponent

served the within.....

upon.....

by delivering to and leaving with.....

.....personally.....cop.....thereof ;

deponent further says that he knew the person so served to be.....

Sworn to before me this.....day }
of.....189 }

Notary Public,
New York County

CITY COURT OF NEW YORK.

----- x
 :
 Andrew M. Moore, :
 and Joseph F. Sinnott, :
 Plaintiffs, :
 -against- :
 :
 Ann Brennan (The name "Ann" being :
 fictitious, etc.) :
 Defendant. :
 :
 ----- x

City and County of New York, ss:

HENRY B. KETCHAM, being duly sworn, says, that he is one of the attorneys for the plaintiffs above named and has had sole charge of this action.

2

That said action appeared for the first time on the day calendar of this Court on Monday, the 9th day of November, 1896, and at the request of the defendant's attorney it was adjourned one week. That the bookkeeper of the plaintiffs at the time the transactions mentioned in the complaint in this action occurred, one James A. Barber, is a necessary and material witness to the plaintiffs in the presentation of their case, and that deponent after diligent search has been unable to ascertain the whereabouts of the said Barber in order to serve a subpoena upon him. That deponent has only this day learned that the said Barber is in the City of Philadelphia, and has not had time to ascertain through his Philadelphia correspondent the address of the said Barber in that City. That deponent does not deem it prudent to proceed with the trial of this action without the testimony of the said Barber, and deponent hopes to be able to produce him to-morrow and therefore asks that this action may hold its place upon the calendar of this Court.

3

Sworn to before me this : Henry B. Ketcham
 16th day of Nov. 1896. :
 Charles H. Kingsley,
 Notary Public
 N.Y. Co.

Sir:

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

Dated, New York, _____ 189

Yours, etc.,

ESSELSTYN, KETCHAM & SAFFORD,
Attorneys for

No. 35 Wall Street,
New York City, N. Y.

To _____ Esq.,
Attorney for

CITY COURT OF NEW YORK.

ANDREW M. MOORE, et al,
Plaintiffs,
against

ANN BRENNAN, etc.,
Defendants.

(Original) _____

A F F I D A V I T .

ESSELSTYN, KETCHAM & SAFFORD,
Attorneys for
Plaintiffs,

No. 35 Wall Street,
New York City, N. Y.

Due and timely service of a copy of
the within _____
is hereby admitted this _____
day of _____ 189

Attorney for

Fol.1

City Court of the City of New York.

-----X
Wilhelmina Kaminker, as Execut-
rix &c.,
Plaintiff, :
against :
Frederick Goldsmith et al.
Defendants. :
-----X

City and County of New York, ss:

JOHN T. REED, being duly sworn, deposes and says
that he is an attorney and counsellor at law and manag-
ing clerk for Hays & Greenbaum, attorneys for the plain-
tiff in the above entitled action.

That deponent has made diligent efforts to locate
the party who mailed the notice of protest to Frederick
Goldsmith, the defendant herein, but that up to the pres-
ent time he has been unable to do so, for the reason that
Thomas R. Manners, the notary who protested the note upon
which this action was brought, had at the time the said
note was so protested several clerks in his office, and
he, the said Manners is unable to give deponent the name
of which one of said clerks did actually mail the said
notice; and that it is necessary for the proper protection
of the interests of the plaintiff herein that she have
two or three days more time to enable deponent to trace
and locate the party who mailed the said notice of pro-
test, and deponent believes that if he is given the said
time that he will be able to find the said party. *That said
Manners has given deponent the definite name and address
of one of his former clerks from whom deponent may be able to get the name*
That the party who mailed the said notice of protest
is a material and important witness for the plaintiff in
this action, without whose testimony it will not be safe
for the plaintiff to go to trial.

Sworn to before me this 16th :
day of November, 1896. :

John T. Reed

*Christopher Oliver
Notary Public for the City of New York
at New York*

*and address of the party who mailed the
notice of protest.*

City and County of New York, ss.:

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

Sworn to before me this

day of

189

}

Notary Public,

N.Y. City Comp.

Frederick Goldstein

Frederick Goldstein

Notary Public

Notary Public

SIR :

Take notice that the within is a copy
of a this day duly entered in the
within entitled action and filed in the office of
the Clerk of the

Dated, New York, 189

Yours, &c.,

HAYS & GREENBAUM,

Attorneys for

35 NASSAU STREET (Syndicate Building),

NEW YORK CITY.

To

Attorney for

SIR :

Take notice that an order, of which
the within is a copy, will be presented to
Mr. Justice at
Term, Part of this Court, at the Court
House, in the City of New York, on the
day of 189, at M.,
for settlement and entry in the within en-
titled action.

Dated, New York, 189

Yours, &c.,

HAYS & GREENBAUM,

Attorneys for

35 NASSAU STREET (Syndicate Building),

NEW YORK CITY.



Attorney for

N.Y. City Court.

**Wilhelmina Kaminker
as &c.,**

PLAINTIFF

against

**Frederick Goldsmith et
al.,**

DEFENDANT

ORIGINAL

ORIGINAL
Affidavit.

HAYS & GREENBAUM,

Attorneys for **Plaintiff**

35 NASSAU STREET (SYNDICATE BUILDING),

NEW YORK CITY.

To

Esq.

Attorney for

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

Dated, New York,

189

Attorney for

Cashier of the
The People of the State of New York,
 TO *The Standard National Bank of New York City (personally)*
+ The Standard National Bank of New York City GREETING:

We Command You, That all business and excuses being laid aside, you appear and attend before *Hon Lewis J. Cullen*
 a justice of the City Court at a trial term thereof, to be held at the
City Hall New York City

SUBPOENA on the *16th* day of *November 1896* at *10* o'clock in the *fore* noon,
 DUCES TECUM. to testify and give evidence in a certain action now pending undetermined in the said Court, between *Engel Carpentier*
and Minnie Cummings plaintiff

defendant on the part of the *defendant* and that you bring with you and produce, at the time and place aforesaid,
 all *all* certain *books, papers & documents relating in any way to a note made*
by Minnie Cummings, & delivered to Victor O. Strauss, or copies
from the Entries, properly certified under the corporate seal

now in your custody, and all other deeds, evidences and writings, which you have in your custody or power, concerning the premises. And for a failure to
 attend, you will be deemed guilty of a contempt of Court, and liable to pay all loss and damages sustained thereby to the party aggrieved, and forfeit
 FIFTY DOLLARS in addition thereto.

Witness, *Ben Robert A Van Wyck. C.J. of said City Court of New York*
L. J. Morris
44 Broadway Attorney
N.Y. City
John B. McGoldrick Clerk

City Court of New York

Ingle Carpenter

Plaintiff

against

Affidavit of Service.

(Subpoena Duces Tecum.)

Minnie & Cummings
Defendant

At & County of New York ss.

Theodore M. Jell being duly sworn, says
that he is over 18 years of age and a

on the 16th day of November 1896
he served the within, Subpoena Duces Tecum upon Mr. Bourne, the Cashier of the
the witness named therein, by delivering to and leaving with him personally a true copy thereof, and at
the same time and place exhibiting to him the within original, and paying to him the sum of twenty
cents, his fees for traveling to and from the place where he was required to
attend in and by the said Subpoena Duces Tecum, and for one day's attendance thereat: and that he
knew the said Bourne to be the individual
mentioned and described in said Subpoena Duces Tecum as such witness.

Sworn to before me, this 16 day of November 1896

Theodore M. Jell
Maurice E. Scheuer
Clerk of the Court

Standard Nail Bank

14

Ingle Carpenter

- asst -

Minnie & Cummings

Nov. 10 96

SUBPOENA,

DUCES TECUM.

CITY COURT OF NEW YORK.

agst.

MINNIE L. CUMMINGS.

O R D E R E D, that a subpoena duces tecum may issue to the Standard National Bank, of the City of New York, returnable on Monday, the 16th day of November, 1896, to produce certain documents relative and material in the above entitled action, and let a copy of this order be served with said subpoena duces tecum.

Dated November 14th, 1896.

John P. Sweeney
Justice.

Fol.1

CITY COURT OF NEW YORK.

INGLE CARPENTER,

agst.

MINNIE L. CUMMINGS.

CITY AND COUNTY OF NEW YORK, SS:

LEWIS J. MORRISON being duly sworn, says, that he is the attorney for the defendant herein.

"2 That the above entitled action appears on the Day Calendar of this Court, for trial, on the 16th day of November 1896.

That deponent considers it necessary on behalf of the defendant that certain documents now in the hands of the Standard National Bank be produced on the trial of this action.

"3 That it was impossible for deponent to know exactly when this case would appear, and for that reason he was unable to give the customary five days notice to said corporation, the Standard National Bank, and for that reason asks for an order of this Court to be allowed to serve a subpoena duces tecum, in less than the usual time.

Sworn to before me this
14th day of November, 1896.

Shepard M. Jell

NOTARY PUBLIC, WESTCHESTER COUNTY,
CERT. FILED IN N. Y. COUNTY.

L. J. Morrison

CITY AND COUNTY OF NEW YORK, SS :

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

Sworn to before me this

day

of

189

}

COUNTY OF

SS :

being duly sworn says that he is

years of age and upwards.

That on the day of

189 between the hours of

M. and

M., at

in the of

he served the foregoing

upon

in this action by delivering to and leaving with
personally, a true copy thereof

Deponent further says, that he knew the person
mentioned and described in

served as aforesaid to be the person

Sworn to before me this

day

of

189

}

411
Sir :—

Please take notice, that the within is
a true copy of
in the within entitled action, this day duly
entered and filed in the office of the Clerk of
this Court.

Dated, N. Y.,

189

Yours &c.,

L. J. MORRISON,

Att'y for

44 Broadway,

New York.

To

Esq.,

Attorney for

NEW YORK CITY

Court.

Ingle Carpenter,

agst.

Minnie L. Cummings.

ORDER TO SERVE SUBPOENA.

L. J. MORRISON,

Attorney for Defendant.

NO. 44 BROADWAY,

NEW YORK CITY.

To

Esq.,

Due service of a copy of within admitted this

day of

189

Attorney for

City Court of New York

Thomas D. Hurst.
Plaintiff

against
Tryon J. M. Jewell.
Defendant.

The
Answer of the above named defendant
respectfully shows to this Court.

T. He admits he made and executed
a promissory note like the one set forth
in the Complaint herein but denies that
the same was given for value, and
alleges that the same was given to one
C. Vernon Patterson under a special ar-
rangement that the latter should not
use the said note, but that the same
was only ^{any} ~~only~~ to be used as an
accommodation note ^{and} this defendant was
~~not~~ to be charged therefore.

~~THE~~ And further answering
this defendant denies each and
every allegation in said Complaint
contained not heretofore admitted.

Contradicted or denied

Therefore this defendant
demands that the Complaint of the
plaintiff herein be dismissed with
costs.

Tr. J. M. Jewell.

Atty in person.
325 Blacker St.
N.Y.C.

City & County of New York ss:

Tr. J. M. Jewell
being duly sworn says that he is the
defendant herein, that he has heard
read the foregoing Answer and
knows the contents thereof, and that the
same is true of his own knowledge
except as to the matters therein stated
to be alleged on information and
belief and as to those matters he be-
lieves it to be true.

Given to before me
this 17th day of November, 1896

Tr. J. M. Jewell

Thos. H. Smith
Clerk of Deeds
N.Y.C.

City Court of N.Y.

Thomas P. Hunt.

- No -

Tyson J. M. Jewell.

Answer

Tyson J. M. Jewell
City in person.

325 Blackw. St.
N.Y.

Recd Nov. 17. 1896

CITY COURT OF NEW YORK.

-----X
GABRIEL FOREST and EMANUEL :
FOREST, :
Plaintiffs, :
-:against:- :
ABRAHAM DAVIS and ano. :
Defendants. :
-----X

Sir:

PLEASE TAKE NOTICE, that you are required to produce upon the trial of this action, all invoices, papers, statements, letters and any and all other papers received by the defendants or either of them from the plaintiffs, in any way relating to the matter in controversy, and in default of your failure to produce same, secondary evidence of their contents will be introduced.
DATED, New York, November 21st, 1896.

Yours Etc.,

Arthur A. Michell,

45 Cedar Street,

New York City.

To the defendants and their attorneys,

Messrs. Steuer & Rosenthal,

61 Park Row,

New York City.

Sir :

Please take notice that the within is a true copy of
an order this day duly entered herein, in the office of the
Clerk of this Court.

Dated N. Y.,189

Yours, &c.,

ARTHUR A. MICHELL,

Attorney for

45 CEDAR STREET,
NEW YORK CITY.

To :

..... Esq.

Att'y for

CITY COURT OF NEW YORK.

GABRIEL FOREST and EMANUEL
FOREST,
Plaintiffs,

against

ABRAHAM DAVIS and ano.,
Defendants.

NOTICE TO PRODUCE.

ARTHUR A. MICHELL,

Plaintiffs' Attorney,

45 CEDAR STREET,

NEW YORK.

*For Mess Steiner & Rosenfield
attys for defendants
61 Park Row
N.Y. City*

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

Dated N. Y.,189

Read Nov 21-1896

CITY COURT OF NEW YORK.

JANE A. STOKES,
Plaintiff

against

JOHN SCHILDKNECHT,
Defendant

The Complaint of the plaintiff Jane A. Stokes upon information and belief respectfully shows to this Court:

FOR A FIRST CAUSE OF ACTION:

FIRST: That on or about the first day of October, 1890, the said plaintiff and the defendant John Schildknecht executed, in duplicate, and delivered, each to the other, an instrument in writing or lease, dated October 1st, 1890, wherein and whereby said plaintiff leased to said defendant and said defendant hired from said plaintiff the house and lot and premises in the City of New York known as No. 28 Stanton Street, corner of Christie Street and also the house in the rear known as Two hundred and twelve and one half Christie Street for three years and seven months from October 1, 1890, and that said defendant in and by said lease covenanted and agreed to pay the croton water rent or charge which might be assessed or imposed according to law upon said demised premises for croton water used in said house from May 1, 1891, until the expiration of the lease.

That on or about the first day of May, 1894, the said plaintiff and said defendant John Schildknecht execut

admitted

admitted

ed, in duplicate, and delivered each to the other, an instrument, in writing, dated May 1, 1894, wherein and whereby said plaintiff leased to said defendant and said defendant hired from said plaintiff the said house and lot and premises above described for the term of three years from May 1, 1894, and that said defendant in and by said lease covenanted and agreed to pay the Croton water rent or charge which might be assessed or imposed according to law upon said demised premises, for croton water used in said house during said term.

That for some months prior to the month of April, 1894, the Croton Water used on said premises by defendant was furnished by the City of New York and was measured through and by means of a meter and that as charged and claimed by the City of New York, and as is the fact, there was thus furnished to and used by defendant on said premises from April 2nd, 1894, to March 20th, 1895, Thirty-five thousand one hundred cubic feet of water for which the City of New York charged ten cents per 100 cubic feet or Thirty-five 10/100 Dollars which amount is a lien upon plaintiff's premises and which should have been paid by defendant on or about March 20/95, and in which sum defendant is indebted to plaintiff with interest from March 20, 1895, That payment of said sum has been duly demanded and payment refused.

AND FOR A SECOND CAUSE OF ACTION:

FIRST: Plaintiff realleges as part of this cause of action all and singular the allegations contained in the first cause of action beginning with the words "That

admits use
of water
but denies
amount of
water used.

Admitted

on or about the first day of May, 1894", and ending with the words "used in said house during said term".

SECOND: That the Croton water used on said premises by defendant was furnished by the City of New York and was measured through and by means of a meter and that as charged and claimed by the City of New York and as is the fact there was thus furnished to and used by defendant on said premises from March 20, 1895, to January 8, 1896, Twenty-seven thousand four hundred cubic feet of water for which the City of New York charged ten cents per one hundred cubic feet or Twenty-seven 40/100 Dollars which amount is a lien upon plaintiffs premises and which should have been paid by defendant on or about January 8, 1896, and in which sum defendant is indebted to plaintiff with interest thereon from January 8, 1896, That payment of said sum has been duly demanded and payment refused.

AND FOR A THIRD CAUSE OF ACTION:

FIRST: That on or about the first day of May, 1894 said plaintiff and said defendant John Schildknecht executed, in duplicate, and delivered, each to the other, an instrument in writing, dated May 1, 1894, wherein and whereby said plaintiff leased to defendant and said defendant hired from said plaintiff the house and lot and premises in the City of New York known as No. 28 Stanton Street for the term of three years from May 1, 1894, at the yearly rent or sum of Three thousand two hundred and fifty dollars payable, and to be paid in equal monthly payments of Two hundred and seventy 84/100 Dollars on the first day of each and every month during the said term, in advance, and

Admits use
of water but
denies amount
of water used

Admitted

that said defendant in and by said instrument covenanted to pay said rent in the manner and at the times above set forth.

That defendant went into or continued in possession of said demised premises under and pursuant to said lease and that he has failed and refused to pay and has not paid the rent of said demised premises for the month of February, 1896, to wit: the sum of Two hundred and seventy 84/100 Dollars, which became due and payable February 1, 1896, although payment of said rent has been duly demanded

AND FOR A FOURTH CAUSE OF ACTION:

FIRST: Plaintiff realleges as part of this cause of action all and singular the allegations contained in the third cause of action beginning with the words: "That on or about the first day of May, 1894" and ending with the words "at the times above set forth".

SECOND: That said defendant in and by said lease covenanted to make and pay for all necessary repairs to said premises and to keep said premises in repair in so far as the inside of said house was concerned during said term; and also covenanted to observe, keep and fulfill all rules and ordinances of the City of New York applicable to said premises.

THIRD: That defendant went into or continued in possession of said demised premises under and pursuant to said lease and while in the possession of said premises certain repairs to the inside of said house became necessary, in part to conform to the rules and ordinances of the City of New York, and that such necessary repairs were

admitted

admitted

admitted

Denies
Cambridge
or information
sufficient to
form a belief.

made at a cost or expense of Four hundred and thirty-four 64/100 Dollars; that such repairs were made by plaintiff for the account and at the request of defendant and that such sum of Four hundred and thirty four 64/100 Dollars prior to December 1, 1895, was at defendant's request paid by plaintiff for such repairs for the account and for the use of defendant and that he promised to repay plaintiff and that he is indebted to plaintiff in said sum of Four hundred and thirty-four 64/100 Dollars with interest there on from Dec. 1st, 1895, and that payment to plaintiff of said sum of Four hundred and thirty-four 64/100 Dollars has been duly demanded and payment thereof refused.

WHEREFORE plaintiff demands judgment against the defendant in the sum of Seven hundred and sixty-seven 98/100 Dollars with interest on Thirty-five 10/100 Dollars thereof from March 20, 1895, and on Twenty-seven 40/100 Dollars thereof from January 8, 1896, and on Two hundred and seventy 84/100 Dollars thereof from February 1, 1896, and on Four hundred and thirty-four 64/100 Dollars thereof from December 1st, 1896, besides the costs of this action.

Plaintiff's Attorney,
29 Wall St.,
N. Y. City.

STATE, CITY & COUNTY OF NEW YORK, ss:

JANE A. STOKES, being duly sworn says: I am the palintiff named in the within entitled action. The fore-going complaint is true to my own knowledge except as to

the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true.

Sworn to before me :

March 1896. :

RECENT LINEN - W.S. & B.

MADE IN U.S.A.

CITY COURT OF NEW YORK.

-----:
J A N E A . S T O K E S :
 :
 :
 :
 :
 :
 :
 :
 :
-----:

vs.

J O H N S C H I L D K N E C H T .
-----:

The defendant for his amended answer to the complaint of plaintiff respectfully shows to this Court:

As to the first cause of action of the complaint defendant answers as follows:

FIRST: Admits the first and second paragraphs of said first cause of action as mentioned in the complaint.

2 SECOND: Admits so much of the third paragraph, which states that Croton Water was used on the premises in question by the City of New York; has no knowledge or information sufficient to form a belief as to the amount of money charged or the amount of cubic feet of water consumed and therefore denies that portion of said third paragraph, and has no knowledge or information sufficient to form a belief as to the payment for said water by the plaintiff and therefore denies that portion of the third paragraph of the complaint.

THIRD: Denies each and every other allegation in the first cause of action mentioned in the complaint, not hereinbefore specifically admitted, controverted or denied

As for his answer to the Second cause of action this defendant alleges:

FIRST: Admits the first paragraph of the second

3 cause of action mentioned in the complaint.

SECOND: Admits so much of the second paragraph, which states that Croton Water was used on the premises in question by the City of New York; has no knowledge or information sufficient to form a belief as to the amount of money charged or the amount of cubic feet of water consumed and therefore denies that portion of said second paragraph, and has no knowledge or information sufficient to form a belief as to the payment for said water by the plaintiff and therefore denies that portion of the third paragraph of the complaint.

4 THIRD: Denies each and every other allegation of the second cause of action mentioned in the complaint, not hereinbefore specifically admitted, controverted or denied

And for his answer to the third cause of action herein defendant alleges:

FIRST: He admits the first and second paragraphs of the complaint, that is to say the third cause of action thereof.

5 SECOND: And for a separate and distinct defence, this defendant alleges that by and with the consent of plaintiff and previous to the commencement of this action, and before the subject matter herein became due and payable, he assigned his right, title and interest in and to the lease mentioned in the complaint to one David Goldstein, who assumed the obligations thereof.

THIRD: And for a second, separate and distinct defence, defendant alleges that for some time prior to the

month of December 1895, the premises in question were in such delapidated, untenable and unsafe condition that it was dangerous for defendant and family to continue in possession of the premises, - the roof leaked, the rain water came down into the rooms and sleeping apartment of defendant, the bed clothes in the rooms became drenched and soaked with water and became unfit for use by reason thereof, the wife of defendant became sick and was compelled to sleep out of the house for a period covering nearly six months, the sewerage was defective, and defendant is informed and believes that the Board of Health of the City of New York, notified the plaintiff of the unsafe and filthy condition of the premises, and plaintiff was notified by defendant that the roof was leaking and that it was unsafe for the defendant and his family to continue in possession of said premises on account of its filthy condition and the leaking of the said roof and plaintiff having received this said notice as aforesaid, failed and neglected to repair the said roof and in consequence of the unhealthy condition of said premises and the leaking of said roof, which made it dangerous to the life and health of defendant and family and unsafe for him to continue in possession of said premises and by reason of which he was evicted from the same.

FOURTH: That plaintiff had full notice of all these facts and through her negligence and carelessness, she failed to cause the roof to be properly repaired.

FIFTH: That the leaking of said roof was not caus-

ed by any act of defendant and that he exercised all proper care in endeavoring to keep the premises in good condition.

8 SIXTH: Admits that he did not pay the rent for February, 1896, and alleges that the obligation to pay the same was assumed by David Goldstein, by and with the consent of the plaintiff.

SEVENTH: Denies each and every other allegation in the complaint contained not hereinbefore specifically admitted, controverted or denied.

And for his answer to the Fourth Cause of Action, this defendant alleges:

FIRST: Admits the first and second paragraphs of the Fourth Cause of Action.

SECOND: Has no knowledge or information sufficient to form a belief as to the third paragraph of said fourth cause of action and he therefore denies the same.

9 THIRD: Denies each and every other allegation contained in said fourth cause of action not hereinbefore specifically admitted, controverted or denied.

WHEREFORE, he demands that the complaint be dismissed with costs.

N. S. Levy,
Deft's Atty.,
75 Ludlow Street,
N.Y. City

CITY OF NEW YORK :
: ss:
COUNTY OF NEW YORK :

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

Sworn to before me this :
: JOHN SCHILDKNECHT.
9th day of May, 1896. :

Leon M. Shapiro,
Comm. of Deeds,
N.Y. Co.

CITY COURT OF NEW YORK.

JANE A. STOKES,

vs.

JOHN SCHILDKNECHT.

COPY OF PLEADINGS FOR THE
COURT.

Geo. W. Carr,
Plff's Atty.,
29 Wall Street,
New York City.

Fol. 1. CITY COURT OF THE CITY OF NEW YORK.

JAMES GORDON BENNETT,
Plaintiff,
against
CLARENCE E. SHERIN,
Defendant.
#####

For complaint herein plaintiff alleges and shows to the Court:-

I. That during the time hereinafter mentioned plaintiff was and still is the proprietor and publisher of a daily newspaper known as THE EVENING TELEGRAM, and published
" 2. at the City of New York.

II. That heretofore and on or about and between the 25th day of April, 1896, and the 4th day of November, 1896, the plaintiff rendered services to the defendant at his special instance and request in publishing in said EVENING TELEGRAM the advertisements of divers parties.

III. That said services were of the value and reasonably worth the sum of TWO HUNDRED AND EIGHT and 30/100 Dollars (\$208.80), which sum became due therefor on the 1st day of
" 3. December, 1896.

IV. That no part of said sum has been paid except the sum of EIGHTEEN DOLLARS (\$18.00), and that there is now a balance of ONE HUNDRED NINETY and 80/100 Dollars (\$190.80) due and owing from defendant to the plaintiff upon account of said services, with interest thereon from December 1st, 1896.

W H E R E F O R E plaintiff demands judgment

against defendant for said sum of ONE HUNDRED NINETY and 80/100
DOLLARS (\$190.80), with interest thereon from December 1st,
1896, besides the costs of this action.

B O O T H & D E A N E ,

Attorneys for Plaintiff,

271 Broadway, N. Y. City.

Fol. 1. CITY COURT OF NEW YORK.

#####:

JAMES GORDON BENNETT,
Plaintiff,

against

CLARENCE E. SHERIN,
Defendant.

#####:

The defendant answering alleges:

Denies each and every allegation set forth in the complaint herein saving and excepting as more particularly hereinafter stated.

And for a second and further defense, defendant alleges:

That on or about the 22nd day of April 1896, said defendant entered into an agreement with the Newspaper called THE EVENING TELEGRAM wherein and whereby said newspaper was to print the advertisement of RADWAY & COMPANY twice a week (Wednesdays and Saturdays) and commencing on or about the 25th day of April 1896 till the amount of printed matter amounted to 2000 lines. That each of said advertisements was to be twenty agate lines of printed matter and to be placed and printed next to reading matter, and that said newspaper had and would continue to have an average circulation of not less than 100,000 copies per day, and for each and every insertion said defendant promised to pay the sum of twenty cents per line less twenty-five per cent discount and 15% commission gross. That

3. pursuant to said agreement an advertisement was printed in said newspaper "The Evening Telegram" which was alleged to be that of RADWAY & COMPANY, but same was not in conformity with the terms of the agreement as said advertisement as printed

contained but 18 lines of printed matter and was not printed next to reading matter as agreed upon, and as the average circulation of said newspaper was not 100,000, or over.

W H E R E F O R E said defendant demands that the complaint herein be dismissed with costs and disbursements of this action.

STEPHEN VAN WYCK,

Defendant's Attorney,

147 Nassau St.,

New York City.

CITY AND COUNTY OF NEW YORK, SS.:

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

Sworn to before me this
of

189

day }

Sir :

Please take notice that the within is a
copy of an
entered herein and filed in the office of the
Clerk of the

on the day of 189

Dated, 189

Yours &c.

BOOTH & DEANE,

Att'y for

OFFICE AND P. O. ADDRESS, .

271 BROADWAY,

NEW YORK CITY.

To

Att'y for

CITY COURT OF CITY OF NEW YORK.

JAMES GORDON BENNETT,

Plaintiff

against

CLARENCE E. SHERIN,

Defendant

COPY.

PLEADINGS.

BOOTH & DEANE,

Attorney for Plaintiff,

271 Broadway,

NEW YORK CITY.

To Esq.,

Attorney for

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

Dated, 189

Attorney for

COUNTY OF

SS:

being duly sworn says that he is

years of age and upwards.

That on the day of

189 between the hours of M. and

M., at

in the . of

he served the foregoing

upon

in this action by delivering to and leaving with
personally, a true copy thereof

Deponent further says, that he knew the person served as aforesaid to be the person
mentioned and described in

Sworn to before me this day)

of 189)

Fol. 1 CITY COURT OF NEW YORK.

----- X

Jacob May,

Plaintiff,

-against-

Flora Sawyer, William J. Light
and John Louther, (the name
"John " being fictitious, the
true name being unknown to
plaintiff),

Defendants.

----- X

99 2

" 2

Plaintiff complains of the defendants as follows:

I. That the defendants Light and Louther are copartners doing business under the firm name of Light & Louther and the defendants all reside in City of New York.

II. That the defendant Flora Sawyer, for a valuable consideration, made, executed and delivered her promissory note in writing to the defendants Light & Louther in the words and figures following:

\$250

New York, July 20th, 1896.

Three months after date I promise to pay to the order of
Light and Louther Two hundred and fifty dollars at the
Murray Hill Bank.

Value received.

Flora Sawyer,

" 3

per Frank Smith, Atty.

III. That thereafter and before maturity the defendants Light and Louther, for a valuable consideration endorsed the said note and delivered the same so endorsed to the plaintiff for value.

IV. That at maturity the said note was duly presented for payment at the place therein mentioned, but that no part thereof was paid. That the said note was duly protested and One 331/00 dollars protest fee paid by plain-

4

tiff, due notice of which protest was given to the defendants.

W H E R E F O R E plaintiff demands judgment against defendants for the sum of Two hundred and fifty dollars, with interest from October 20th, 1896, and One $\frac{33}{100}$ dollars protest fee, besides the costs of this action.

I. N. Sievwright,
Plaintiff's Attorney,
204 Montague Street,
Brooklyn, N. Y.

(Verified October 29th, 1896.)

Defendants Light and Louthier answer the complaint herein as follows:-

1st:- They deny the allegations and statements contained in paragraph marked "2" of the complaint.

2nd:- They deny the allegations contained in paragraph marked "3" of the complaint.

For a further, separate and distinct defense these defendants allege,

3rd:- That at the time of the commencement of this action there was no such Court in existence as "The City Court of New York", that being the Court in which the Summons & Complaint in this action was entitled and these defendants plead the same as a bar and that the City Court of the City of New York has no jurisdiction to entertain this action or enter a judgment therein.

" 2

WHEREFORE, defendants demand that the complaint be dismissed as to them with costs.

Thos. O'Callaghan Jr.,
Atty. for Light & Louthier,
1 & 3 Union Square,
New York.

CITY AND COUNTY OF NEW YORK. SS:

William J. Light, being duly sworn says: That I am one of the defendants, and a member of the firm of Light & Louthier, and have read the foregoing answer and the same is true as to my own knowledge, except as to the matters therein stated to be alleged on information and belief,

and as to those matters, I believe it to be true.

Sworn to before me this :
10th day of December, 1896. : William J. Light.

W. J. Purdy,
Notary Public,
New York County.

CITY COURT OF NEW YORK.

Jacob May,

Plaintiff,

-against-

William J. Light, et al.

Copy.

PLEADINGS for COURT.

I. N. Sievwright, Jr.,
Attorney for Plaintiff,
204 Montague Street,
Brooklyn, N. Y.

CITY COURT OF NEW YORK.

-----X
MICHAEL KRAMER,
Plaintiff,

-against-

MEYER MARKOWITZ
Defendant.
-----X

The plaintiff complaining of the defendant alleges.

I. That on the 19th day of December 1896 the defendant was indebted to the plaintiff in the sum of Two Hundred and Fifty Four and 41/100 (\$254.41) Dollars on an account for goods sold and delivered to the defendant at his request and at agreed upon prices at the City of New York, which sum became due to this plaintiff from the defendant on the date above mentioned and that same was duly demanded by the plaintiff from the defendant and that payment thereof was refused, and a copy of said account is hereto annexed marked schedule A, and forms part of this complaint.

II. That there is now due to this plaintiff from the defendant for the merchandise purchased by him as aforesaid the sum of Two Hundred and Fifty Four and 41/100 (\$254.41.) Dollars with interest thereon from the 19th day of December 1896, no part of which has been paid.

WHEREFORE plaintiff demands judgment against the defendant for the sum of Two Hundred and Fifty Four and 41/100 (\$254.41) Dollars with interest thereon from December 19th, 1896, and for the costs and disbursements of this action.

H. Rosenschein,
Plff's. Atty.,
Office and P. O. Address,
No. 60 Essex St.,
New York City.

(Usual Verification.)

CITY COURT OF THE CITY OF NEW YORK.

-----X

MICHAEL KRAMER,
Plaintiff,

-against-

MEYER MARKOWITZ,
Defendant.

-----X

The defendant for his answer herein, by William H. Schnitzer, Esq., his attorney, respectfully alleges:-

FIRST:- He denies each and every allegation contained in paragraphs marked "I" and "II" in the said complaint contained.

WHEREFORE defendant demands judgment dismissing the complaint herein with costs.

William H. Schnitzer,
Attorney for Defendant.
114 Nassau Street,
New York City.

(Usual Verification.)

Sir :

Please take notice that the within
is a copy of
this day duly entered and filed in the
office of the Clerk of the
Court at the N. Y. City.
Dated, New York, 189

Yours &c.,

ALFRED B. JAWOROWER,

Attorney for

234 BROADWAY,

To

Attorney for

Sir :

Take notice, that an Order, of which the
within is a copy, will be presented to Mr. Justice
at of this Court,
at the in the City of New York,
on the day of 189 at
M., for settlement and entry herein.

Dated, N. Y., 189

Yours, &c.,

ALFRED B. JAWOROWER,

Attorney for

234 Broadway,

NEW YORK, CITY.

To

Esq.

Attorney for

N. Y.

City

Court.

Michael Kramer

against

Meyer Markowitz

Pleadings.

ALFRED B. JAWOROWER,

Attorney for

234 BROADWAY,

NEW YORK

To

Esq.,

Attorney for

Due and timely service of a copy of the within

is hereby admitted

Dated, 189

Attorney for

Fol 1

City Court of New York.

- - - - -X

Samuel B. Balcan,

-against-

Amended Complaint.

John H. Fife, and William
P. Petty.

- - - - -X

The plaintiff, for his amended complaint, complains
of the defendants, and alleges:

1. Upon information and belief, that at all the
times hereinafter mentioned, the defendants were co-partners
doing business in the City of New York, under the firm name
and style of "Metropolitan Hotel, J.H.Fife."

2. That between October 1st, 1896, and January 1st,
1897, plaintiff sold and delivered to the defendants, at the
Metropolitan Hotel, New York City, at the special instance
and request of defendants, certain goods, wares and mer-
chandise which were reasonably worth, and for which said
defendants agreed to pay the sum of Six Hundred, twelve and
82/100 dollars.

3. That payment therefor became due before this
action, and no part thereof has been paid.

WHEREFORE the plaintiff demands judgment against
the defendants for the sum of Six Hundred, twelve and 82/100
dollars, with interest from January 1st, 1897, and costs.

Edward Hassett,

Attorney for plaintiff.

Verification, by plaintiff.

Admitted

*When any
known or info
in Par I of
Answer
Admitted
in Par II
thereof*

*When any
known or info.*

Fol 1

City Court of New York.

- - - - - x

Samuel B. Balcom,
Plaintiff,

-against-

Amended Answer of Defendant
William P. Petty.

John H. Fife, and William P.
Petty,
Defendants.

- - - - - x

The defendant William P. Petty answering the com-
plaint:-

1. Denies any knowledge or information sufficient
to form a belief concerning the allegations contained in the
complaint, except that he admits that the defendants are co-
partners as alleged in the complaint, in paragraph "1".

" 2

AND FOR A FURTHER AND SEPARATE DEFENSE, upon in-
formation and belief; alleges:-

11. That the defendants were co-partners as al-
leged in the complaint, and that goods, wares and merchandise
were supplied to them upon their request as such and used in
their partnership. That the defendant, Fife was duly served
with a supplemental summons and amended complaint in this
action, and interposed no answer, and that on the 8th day of
February, 1897, the plaintiff, upon proof of service of said
summons and complaint herein on defendant Fife, and of the
interposition of no answer, entered judgment upon the said
summons and complaint against the defendant John H. Fife,

" 3

for the amount asked for in the complaint, together with costs amounting to \$642.30.

WHEREFORE this defendant asks that this complaint be dismissed with costs.

DeWitt Bailey,
Attorney for defendant Petty,
Office Address, No. 122 Bowery
New York City.

Verification by defendant petty.

for the amount asked for in the complaint, together with costs amounting to \$642.30.

WHEREFORE this defendant asks that this complaint be dismissed with costs.

DeWitt Bailey,
Attorney for defendant Petty,
Office Address, No. 122 Bowery
New York City.

Verification by defendant petty.

N.Y. City Court

Samuel B. Balcom

against

William P. Petty

~~Copy~~
Pleadings

EDWARD HASSETT,

ATTORNEY FOR

271 BROADWAY,

NEW YORK CITY.

Interest 17.12
612.82
629.94

TAKE NOTICE THAT A.....
OF WHICH THE WITHIN IS A COPY, WAS THIS DAY ENTERED
IN THE OFFICE OF THE CLERK OF SAID COURT.

DATED..... 189.....

YOURS &C.,

EDWARD HASSETT,

ATTORNEY FOR

271 BROADWAY,

NEW YORK CITY.

To

Esq.

ATTORNEY FOR.....

N.Y. City Court

Samuel B. Balcom

against

William P. Petty

Copy
Pleadings

EDWARD HASSETT,

ATTORNEY FOR

271 BROADWAY,

NEW YORK CITY.

Interest 7.12

612.82

619.94

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DATED, 189

YOURS &C.,

EDWARD HASSETT,

ATTORNEY FOR

271 BROADWAY,

NEW YORK CITY.

To

Esq.

ATTORNEY FOR

Folio 1.

CITY COURT OF NEW YORK.

-----X
:
Achille Starace,
Plaintiff :
:
- against -
:
Nicol Del Piano,
Defendant. :
:
-----X

Plaintiff for complaint against defendant alleges:-

FIRST:- That between November 6th, 1896, and January 4th, 1897, both dates inclusive, plaintiff sold and delivered to the defendant at the City of New York, merchandise of the value of and for which defendant promised to pay the sum of \$302.33. That he has paid on account thereof \$10, and the balance he neglects and refuses to pay, and the same sum is now due this plaintiff.

W H E R E F O R E, plaintiff demands judgment against defendant in the sum of \$292.33, with interest from December 5th, 1896, and the costs and disbursements of this action.

Jno. J. Sullivan,

Plaintiff's Attorney,

273 Broadway,

N. Y. City.

USUAL VERIFICATION.

Folio 1.

CITY COURT OF NEW YORK.

-----X
Achille Starace,
Plaintiff :

- against -

Nicola Del Piano,
Defendant. :
-----X

The defendant herein, by William Rockwell his attorney, for answer to the complaint of the plaintiff above named alleges as follows, viz:-

1. Defendant admits the sale and delivery of the goods set forth in said complaint and the payment of \$10.00 on account thereof, and alleges that said sale was upon a credit of eight months from said first date mentioned in said complaint to wit:- November 6th, 1896, which said credit was not to expire until the summer of 1897 and had not expired at the commencement of this action.

2. Defendant further answering denies each and every other allegation in said complaint contained not hereinabove admitted or denied.

USUAL VERIFICATION.

William Rockwell,

Attorney for

defendant

150 Nassau Street,

New York City.

City and County of New York, ss:

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

Sworn to before me this

day - }

of

189 }



Please take notice that the within is a
true copy of this day
duly filed and entered herein in the office of
the Clerk of the

New York,

Dated, N. Y.,

189

Yours, etc.,

JOHN J. SULLIVAN,

Att'y.

Office and P. O. Address,

273-277 Broadway, N. Y. City.

To

Esq.

Att'y.



S. LEVINE, Printer, 101 E. Broadway, N. Y.

N. Y. City

Court.

Achille Starace

AGAINST

Nicola Del Piano

Copy of Pleadings

JOHN J. SULLIVAN,

Attorney for

Plaintiff

No. 273-277 BROADWAY,

N. Y. CITY.

1897

Due and timely service of the within

is hereby admitted.

N. Y.

189

Attorney

To

Esq.

Attorney

County of
City Court of New York
Theresa Lynch
Plaintiff
against
Bernard Pasternak
Defendant

Complaint for Goods sold and delivered.

The Complaint of the above named plaintiff respectfully show to this Court

That ^{on} the 4th day of January 1897 and the _____ day of _____ 18____ (both dates inclusive) he sold and delivered

to the above named defendant Bernard Pasternak

the following described merchandise at the times and for the prices below specified, that is to say: viz

One diamond Pin at and for the agreed price of
One hundred & twenty dollars. That said sum of
One hundred & twenty dollars became due & payable on
January 4th 1897 and no part thereof has been paid

And that there is due from the said defendant to the said plaintiff on account of the said merchandise One hundred & twenty dollars (\$20.00)
with interest from January 4th 1897
no part of which has been paid.

Wherefore, the said plaintiff demands judgment against the said defendant for the sum of One hundred & twenty dollars
January 4th 1897 with interest from _____ and all costs and expenses of this action.

Boothby & Warren Plaintiff's Attorneys
280 Broadway
N.Y. City N.Y.

City & County of New York ss Theresa Lynch ^{her}
plaintiff in this action, being duly sworn, says, that the foregoing complaint is true to his own
knowledge, except as to the matters therein stated to be alleged on information and belief, and as to
those matters he believes it to be true.

Sworn to before me, this 7 day }
of January 1897 } Theresa Lynch

August C. Stanz
Notary Public
N.Y.C.

City Court of New York
Theresa Lynch

vs.

Bernard Pasternak

SUMMONS & COMPLAINT.

Boothby & Warren
Plaintiffs Attorneys
250 Broadway
N.Y. City

City Court of New York.

.....x
Theresa Lynch,
vs.
Bernard Pasternak.
.....x

The defendant, for his answer herein, alleges:

I. He denies each and every allegation contained in the complaint herein.

Wherefore defendant prays for judgment dismissing the complaint with costs.

Ralph Nathan,

Defendant's Attorney.

99 Nassau St? N. Y. City.

City and County of New York, ss:

Bernard pasternack, being sworn says: I am the defendant herein. I have read the foregoing answer and the same is true of my own knowledge.

Sworn to before me this :

18 day of January, 1897L :

Bernard Pasternack.

Louis Bernstein,

Com. of Deeds, New York City.

CITY AND COUNTY OF NEW YORK, ss.:

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

Sworn to before me this day }
of 189 }

Court.

against

Plaintiff,

Defendant.

Affidavit of Service.

CITY AND COUNTY OF NEW YORK, ss.:

being duly sworn, says that he is a Clerk
in the Office of Boothby & Warren, Attorneys for the herein, and is
of the age of years and upward; that on the day of
189, between six o'clock A. M. and nine o'clock P. M. he served the annexed
upon in this action, by delivering
cop of the same to
and leaving the same with

Sworn to before me this }
day of 189 }

Please take notice that the within is a copy of
an _____ duly entered
in the within entitled action, in the office of the
Clerk of

on the _____ day of _____ 189 .

Dated New York, _____ 189 .

Yours, &c.,

BOOTHBY & WARREN,
Attorneys for

280 BROADWAY,
NEW YORK CITY.

To

Attorney for

City Court.

Theresa Lynch
Plaintiff,

against

Bernard Pasternak
Defendant.

copy of Pleadings

BOOTHBY & WARREN,
Attorneys for Plaintiff
(Stewart Building),

No. 280 BROADWAY,

NEW YORK CITY.

To

Due service of a copy of the within
is hereby admitted.

Dated New York,

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