

0483

BOX:

11

FOLDER:

140

DESCRIPTION:

Post, Eugene E.

DATE:

04/20/80



140

0484

96 J. G. Hill
B.M. day 14/11

Received
of
\$1.00
from
J. G. Hill

Filed 21 day of April 1880.

Pleas McKully Johnson

Obtaining Goods by False Pretences

THE PEOPLE

vs.

Wm. E. Post

1st Monday in Nov.

BENJ. K. PHELPS,

District Attorney.

A True Bill.

A. S. Taylor
Foreman.

James B. Mc

Fred J. J. J. J.

face
Smith Ely Jr
103 Goodat
NY

0485

The execution of this Commission
appears by certain Schedules herewith
annexed -

Albert VanNapier
Commissioner

0486

TORN PAGE(S)

0487

Handwritten: The People vs.
Post-Allen
Commencement

Stamp: 22 7.
MON

Handwritten: Deposited in the Post
at ~~London~~ ~~London~~
17th day of November 1893
by me: 40575
Albert Handwerker
Commencement

40575

^{a/v} Deposition of a Witness ^{produced, sworn}
 and examined the 16th day of March ^{+ 15th & 16th days of November} 1883,
 under and by virtue of a Commission issued out
 of the Court of General Sessions of the Peace of New-
 York in a certain cause therein depending
 between The People of the State of New York
 Plaintiffs and William W. Post and Edward
 D. Allen Defendants as follows:

Eugene C. Post, of 110 Cannon Street
 in the City of London at present, aged thirty
 five years and upwards, being duly sworn
 pursuant to the directions hereto annexed and
 examined on the part of the Defendant doth
 depose and say as follows:

First To the first interrogatory he saith:
 My full name is Eugene Ely Post, my
 occupation is that of a Mining ^{Broker} and my residence
 is at N^o 2, Allyn Crescent Dulwich London
 England, at present.

Second To the second interrogatory he saith
 I do know a Company named the
 Albert Vauclay
 Cornish?

City Chemical Company, incorporated under laws of the State of New York, for manufacturing an article known as Aqua Am^{on}ia. I have known this Company for about four years or since its incorporation. I do hold some of the Capital Stock of the said Company, both individually and as trustee for another. Individually I own one share, and as trustee I hold about ninety shares. I was Secretary and Treasurer of the City Chemical Company.

Third. To the third interrogatory he saith: Said Company did own and control a patented process for manufacturing said Aqua Am^{on}ia. Patents have been obtained for the same in the United States of America, in the United Kingdom of Great Britain and Ireland, France, and Belgium. I am in doubt as to whether the Patent has been granted by Germany, although I know it was applied for, and as to other Countries I do not recollect. I can't recollect what was the cost of obtaining these patents in the various Countries. I know they were paid by the Patent lawyer in New York through his Agents in the various Countries. The Stock-holders as nearly as I recollect of the said Company are, myself, James Albert Vanlaster
Crown.

C. Post, Alfred Post, Wm. W. Post, Edward B. Allen, and George A. Holt, Rockwood, and others whose names I don't recall. The Officers of the said Company are Edward B. Allen, President Pro. Tem., and I am the Secretary and Treasurer. The President Pro. Tem. has held his Office for about a year, and I have held the offices of Secretary and Treasurer since the formation of the Company. The Officers drew monies from the Company from time to time in the shape of Salaries, but no stated salaries were fixed. I drew about \$2,000 per year and Mr. Allen the President, got about \$30 per week.

Fourth. To the fourth interrogatory he saith:
 Said Edward B. Allen became a such officer and Stock holder about a year before the incorporation of the National Ammonia^{Co} into which the City Chemical Company was merged, as far as the American and Canadian Patents were concerned. He did make an examination of the process of said Company before purchasing his Stock. He at the time of such examination said to me that the process was a most valuable one, and he believed that the Stock of the Company would ultimately be of great value, and he said he wished to purchase some.

Albert Vauvres
 Curran

Fifth. To the fifth interrogatory he saith:

I do know a firm named Harrison Brothers and Company, carrying on the business of Manufacturing Chemicals, and White Lead and Colors in Philadelphia, Pennsylvania, and which has a branch place at N^o 117, Fulton Street New York City

Sixth. To the sixth interrogatory he saith:

I do know of a certain Contract entered into between the said City Chemical Co^y and said Harrison, Bros Company, providing for the sale of the latter by the former of its entire production of Aqua Ammonia up to a certain amount specified

Seventh. To the seventh interrogatory he saith:

I first became acquainted with said firm of Harrison, Brothers, Co^y about the month of May 1880. The first acquaintance was that they enquired of our said Company by letter, of the prices of the different strengths of Aqua Ammonia, upon which I became personally acquainted with the Manager of the New York branch. There was no actual business transacted between the said Company and firm previous to said Contract

Albert W. Huffer
Cruze

0492

Eighth. To the eighth interrogatory he saith:
I, jointly with said Edward B. Allen, acted in the preliminaries and negotiations which led to the execution of the said Contract. Mr. Allen and I jointly suggested and fixed the prices for the Aqua Ammonia according to the Market price of the raw materials in said Contract, and the quantities of which should be manufactured and sold to said Harrison, Brothers, & Co. and also the quantities which should be stored upon the premises at the risk of said Harrison, Brothers, & Co. In entering into said Contract we expected the City Chemical Company to derive the following advantages. It gave us a ready cash sale for all our productions, and we could also always get the raw material from them and they in return took the liquid ammonia, and it operated as a Capital for us, inasmuch as we would not be obliged to pay cash for such raw material so we got of them.

Ninth. To the ninth interrogatory he saith:
The said City Chemical Company owned and controlled little or no capital, for the purposes of its business, and the Machinery and appliances were poor and unsatisfactory. The officers and men at
Albert VanHaffell
Crown

the time of the commencement of its business had no experience, this being an entirely new process, they naturally got to have more experience as they went on.

Tenth. To the tenth interrogatory he saith: Up to the time of the making of the said Contract with said Harrison, Esq., & Edward P. Allen had charge of the manufacturing part of the said business of said Company, its records of goods manufactured, its books of accounts, the ^{and} purchase of raw material ^{and} and the delivery of its products. I had charge of the Bank Account, that is I only ~~draw~~ drew Cheques, and endorsed; but always upon the figures and statements rendered by the said Allen, as he kept all accounts and he had general supervision of the business, which was the ordinary course of business.

Eleventh. To the eleventh interrogatory he saith: The quantities of Aqua Amonia manufactured by said Allen were not regular, nor uniform, and such quantities did not equal the greatest amount of Aqua Amonia of which said process was capable of producing. Said Allen did from time to time profess to have discovered new theories.

Albert VanNapier
Cruik

this produced, is not equal to one batch of 20 degrees, and this was not discovered until he had been adopting this plan for a very long while. Allen should now, after the experience he has passed through be competent to superintend this process.

Fourteenth. To the fourteenth interrogatory he saith: During the continuance of said Contract I did come to London, England, on business connected with said Company. I came here to sell the patent for this process for the United Kingdom. I went at my own suggestion, and at the suggestion of Mr. Thomas S. Harrison of Harrison, Bros. & Co. We thought we had a valuable thing to sell and he advised me not to sell at any small price.

Fifteenth. To the fifteenth interrogatory he saith: My duties, under said Contract with Harrison, Bros. & Co., were to take or present the statements rendered by Allen upon which I obtained the acceptances of Harrison, Bros. & Co., which I had discounted. I also bought the raw materials, and generally attended to the banking business. Allen did everything else, such as acting as Superintendent of the Manufacture, kept all accounts, rendered all

Albert Mullapsee
Clerk

statements and had complete charge of the Books. Our duties before said Contract were the same; except that I sold the goods before this Contract. I presented most of the Statements to Harrison, Bros. & Co. upon which their Drafts or Acceptances were obtained. This was only up to the time of my coming to England, and after my return.

Sixteenth. To the sixteenth interrogatory he saith: The Statements that I so presented were prepared and made entirely by Mr. Allen. I did not know of my own knowledge that such statements were true. I trusted to him, as he had full charge of the Books.

Seventeenth. To the seventeenth interrogatory he saith: At the time of my leaving for England I thought the Company was paying expenses, or so little behind that I thought our Contract would pay it quickly.

Eighteenth. To the eighteenth interrogatory he saith: Up to the time of my departure I did not know or suppose there existed any deficiency between the quantity of
 Albert Villages
 2

0497

Aqua Amonia manufactured by said Company, and the statements thereof made to said Harrison, Bros. & Co., by said Company upon which the Drafts or Acceptances of the former were obtained by the latter.

Nineteenth To the nineteenth interrogatory he said: The means of knowledge I had during the continuance of the business of said City Chemical Company of the quantity of Aqua Amonia on hand, or stored on the premises of said Company, was a book kept for that purpose by Allen, shewing the result of each run by itself which gave the amount manufactured; from which the amounts for daily shipments were deducted.

The general course of business under said Contract, was that we filled orders from Harrison Bros. & Co. received by Telephone or letter; the goods being shipped direct from our Works and charged to them, against which they charged us with the Sulphate of Amoria, which we bought of them, and they to give us 90 days acceptances for the difference. We agreed only to store for them at their risk, at any one time, not to exceed 1,000 Barrels, but they disposing of the goods so slowly, the quantity stored for them completely filled the building, so that it was impossible to get among the Barrels. There was floor after floor of them, so that you

Albert Van Vazer
Owner

could not check off the stock, until they were ordered away from the building.

Twentieth. To the twentieth interrogatory he saith: I know that they all thought the process was most valuable. One circumstance I can remember though I can not recall the date; it was a long time after the Contract was in existence, was that Mr. Pemberton the Manager of the New York house of Harrison, Bros, & Co., and through whom a large amount of the negotiations for the Contract were consummated, stated in my presence that he thought the American patent alone was worth \$30,000, and this was the general expression of opinion regarding the value of the patent. We all thought, that patents should be secured wherever possible, including Messrs Harrison Bros, & Co.

Twenty first. To the twenty first interrogatory he saith: Such a notice was given by Messrs Harrison, Bros, & Co., before I left according to the terms of the Agreement to terminate the Contract. I can't remember the date. Messrs Harrison, Bros, & Co. said to me in conversation that the only reason they had for giving the notice was that trade was so very dull, and they had such
Albert Westmeyer
Amur

a large stock on hand, that they did not want any more made. Mr Pemberton was present alone. The notice sent was signed Harrison Bro, & Co per C. Pemberton.

Twenty-second. To the twenty-second interrogatory he saith: To the best of my knowledge and belief W. W. Post at the time of my said departure for Europe, knew nothing of any such deficiency as is set forth in the eighteenth interrogatory. W. W. Post up to the time of my said departure for Europe knew nothing whatever of the details of the business of said Company, its production, goods on hand and finances, beyond the knowledge of other Stock-holders, except such as he derived from a conversation and conversation with me, as he was not, up to that time, engaged in the business, that is charged with it, or paid for it. W. W. Post was present at some of the interviews between Harrison, Bro, & Co. and myself, at my request, but not as a representative of said City Chemical Comp^y or to speak for said Company (he was there more to consult and advise with me). At no time has said W. W. Post received any salary or recompense from said Company; but on the contrary he has lent money to said Company, which has never been repaid him.

Albert Van der Meer
Counsel

Twenty third. To the twenty third ^{interrogatory he saith:} I arranged with W. W. Post to take my place as Secretary and Treasurer during my absence in England. He merely represented me. I did not resign said Offices, or either of them, nor alter my relations with said Company. I did not expect that he would devote himself exclusively to my duties, to the exclusion of his own affairs or business.

Twenty fourth. To the twenty fourth ^{interrogatory he saith:} Previous to my departure Mess^{rs} Harrison, Gros, & Co did make proposals from said City Chemical Company for the formation of a new Company, in which they could be interested in the business of the new Company itself; so that instead of buying the Aqua Ammonia of us, they might be interested in the manufacture of it, and these negotiations were left to W. W. Post to complete during my absence.

Twenty fifth. To the twenty fifth ^{interrogatory he saith:} I sold during my absence in England the patent for the United Kingdom in the interest of the City Chemical Company for £2000 and a Royalty per pound for all liquid Ammonia manufactured
 Albert Vaucluse
 Amm?

under the patent, and I returned to New York City with Contracts signed and verified to the above effect. I arrived back to New York City, about November 1st 1880. In the absence of papers or Memoranda I cannot recall exactly the correspondance; but it was of such a nature that the Company was doing well, and I advised them, as I had been so successful in England with the patent, to use extra precautions, with other Countries, about securing patents.

Twenty-sixth. To the twenty-sixth interrogatory he saith: All that I can recollect is that said W. W. Foot and Allen complained to me of how slowly Harrison Brothers, & Co were selling the goods, and that the Company's building was blockaded with Carboys of Ammonia, but they believed that the Company had lost no money.

Twenty-seventh. To the twenty-seventh interrogatory he saith: Allen's excuse for the deficiency was the imperfect machinery, which was very poor, and that he had been greatly deceived by the employes, especially those employed at night, when he personally could not be present, by stating to him that a certain quantity of goods had

Albert Mulder
Counsel

been made each night, and so reported to him in the morning; when he afterwards ascertained that the Machinery had been neglected and large quantities of raw material had been wasted.

He said that the Police reported to him, that the workmen were carousing often at night, instead of working, and were then making false statements to him, as to what quantity they had made, and in this way he was deceived as to the amount of goods on hand. He said he did not discover the deficiency until he took the Stock in the following January.

Twenty eighth. To the twenty eighth interrogatory he saith: The Comp^y did carry on its manufacture both day and night for a long time, but I can't recollect how long now. It did so to carry out the terms of its Contract with Harrison, Bros, & Co. The employes were not sufficiently numerous nor experienced; nor the machinery suitable for so doing.

Twenty ninth. To the twenty ninth interrogatory he saith: The said process was one requiring great skill and care, and large quantities of the raw material were wasted in consequence of the imperfect machinery. We had not power enough,
 Albert V. Campbell
 1872

and once the mixer in the Retort got stuck, it could not be again started, and the charge had to be withdrawn and wasted. I can recollect a number of instances, but can't remember the dates.

Thirtieth. To the thirtieth interrogatory he saith: I can state that none of the money collections, or property of the said Chemical Company, was ever applied to any other purpose than for the benefit of the Comp^y, and no one has ever received any of the funds of the said Company, other than in payment of claims, and obligations, upon the Company.

Thirty first. To the thirty first interrogatory he saith: I first heard of the alleged deficiency from Allen, after he had almost completed taking account of Stock, when the goods were being taken away.

Thirty second. To the thirty second interrogatory he saith: I can recollect that conversations did take place with Harrison, Gros, & Co. as to the a^d deficiency, but I can't recollect what was said. They expressed surprise at the deficiency
Albert Mulhaupt
C. M. M.

and they could not understand how it happened, and at the time I expressed just as much surprise at the deficiency existing. I can't recollect who was present, as there were a number of times that this was talked of, with different representatives of the firm, these conversations were held both at our factory and at our offices.

Thirty third. To the thirty-third interrogatory he saith: Immediately on my return from England I resumed my duties officially, in connection with said Chemical Company, and W. W. Post relinquished his duties at the same time

Thirty fourth. To the thirty-fourth interrogatory he saith: Threats and accusations were made against said W. W. Post and Allen, but not against me, about said alleged deficiency, by Thos. S. Harrison. He threatened criminal proceedings in default of immediate payment of the deficiency. This was soon after the deficiency was discovered, after my return. This took place at the Office of Harrison, Bro's H^o, in Fulton Street, and there were present, Thos. S. Harrison, Clifford Pemberton, Albert Mullapsee
 over

W. W. Post and myself. At this interview they afterwards demanded as a Settlement, that the City Chemical Company, should assign to them, all their interest in the Foreign Patents, also the Contract for the sale of the United Kingdom patent, all the Comp^y property of every kind, and this was subsequently done, that is an assignment was made, by Allen and myself, as President, and Secretary and Treasurer, at the solicitation of Harrison Brothers & Co. This assignment was made at the office of Harrison, Brothers, & Co.'s Attorney, and there were then present, said Attorney, (his name was Horace W. Fowler), Thos. S. Harrison, Clifford Pemberton, Edward B. Allen, W. W. Post, and myself. Our intention in doing this was to realize the deficiency and settle the matter.

Thirty fifth. To the thirty fifth interrogatory he saith: I have endeavoured to collect the £2,000 for which the English Patent was sold for Harrison, Bros. & Co. under paid assignment; but Harrison Bros. & Co. refused to allow me to proceed here with the suit. And beside this, I have been using the utmost endeavours to consummate^{me} business here that would enable me to settle this claim, but I have been unable as yet to do so.

Albert H. H. H. H.
H. H. H. H.

Thirty-sixth. To the thirty-sixth interrogatory he saith: All the Books and papers upon the conclusion of said Settlement were placed in the hands of Harrison Bros, & Co., at their request and for their investigation of the Company's affairs.

Thirty-seventh. To the thirty-seventh interrogatory he saith: I know that the total amount of raw material purchased by said City Chemical Company, was sufficient, according to the best known results, to have produced enough Aqua Amonia to cover the deficiency, called for by the statements, made by the Company to Harrison Bros, & Co. But the waste of the raw material by the carelessness and dishonesty of the employees and the poor machinery caused the deficiency.

Thirty-eighth. To the thirty-eighth interrogatory he saith: The City Chemical Company does not carry on business longer, having assigned, its Foreign patents and property, generally to Harrison Bros & Co. and having assigned its American and Canadian patents to the National Amonia Co. in which Harrison, Bros, & Co. are Stock-holders.

Albert Vaillapier
Owner?

Thirty ninth. To the thirty ninth interrogatory he saith: I do consider the process of said City Chemical Co. a most valuable one, if properly worked and with sufficient capital and suitable machinery. I base my opinion on the working of the process which I have seen

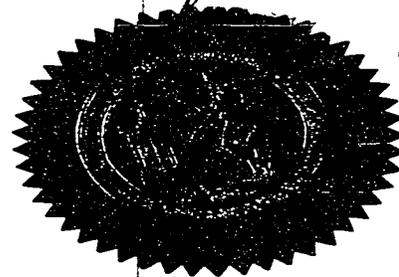
Fortieth. To the fortieth interrogatory he saith: Several test runs were made by said Harrison, Bros. & Co.'s own employees, sent specially over from Philadelphia and, who were experts. They were made in January 1881. The experiments were made to satisfy Harrison, Bros. & Co., who were going to take the management of the business of the National Ammonia Co. The results were perfectly satisfactory to Harrison, Bros. & Co., who so expressed themselves. I don't recollect what, if anything, the said Allen said, but he ^{and} ^{was} ^{himself} pleased with the result of the tests.

Forty first. To the forty first interrogatory he saith: I may say that at the test runs the representative of the purchasers of the English patent was present, and expressed himself perfectly satisfied with it. This representative was sent to America

Albert Van Dyke
Amur?

0509

The People, of the State, of New York.
To
Albert Van Wagner
of the City, of London, England.



Know Ye, That we, with full faith in
your prudence and competency, have
appointed you Commissioner, and by
these presents do authorize you, as such
Commissioner, to examine

Eugene E. Post
of the City of London, England.

as witness in an action pending in the Court
of General Sessions of the Peace of the City and
County of New York, between The People of the
State of New York as plaintiffs, and William W.
Post and Edward B. Allen as defendants, on the
part of the defendant William W. Post, on oath,
upon the Interrogatories annexed to this Commis-
sion, and to take and certify the depositions of
the witness, and return the same and the Com-
mission according to the directions given in or
with the Commission, and hereto annexed.

The Commission when executed is to be
returned by mail to the Clerk of the Court of

05 10

GLUED PAGES

0511

General Sessions of the Peace, of the City and County of New York at his office, No 32 Chambers street New York City, United States of America, securely enclosed in a post-paid sealed wrapper so addressed as aforesaid.

Witness, Hon. Henry A. Gildersleeve one of the Judges of our said Court of General Sessions of the Peace at the Court room of said Court No 32 Chambers street New York City on the first day of Feby. 1883. *H. Gildersleeve*
Clerk of Court

Directions for Executing the Commission.
Extract from the Code of Criminal Procedure of the State of New York, relating to Depositions taken without the State for use within the State.

§ 650. - The Commissioners, or any one of them unless otherwise specially directed, may execute the Commission as follows:

1. They must publicly administer an oath to the witness, that his answers given to the interrogatories shall be the truth, the whole truth, and nothing but the truth;
2. They must cause the examination of the witness to be reduced to writing;
3. They must write the answers of the witness

as nearly as possible in the language in which he gives them, and read to him each answer as it is taken down, and correct or add to it, until it is made conformable to what he declares is the truth;

4. If the witness declines to answer

3. They must write the answers of the witnesses
 as nearly as possible in the language in
 which he gives them, and read to him each
 answer as it is taken down, and correct or
 add to it, until it is made conformable to
 what he declares is the truth;

4. If the witness declines answering a question,
 that fact, with the reason for which he declines
 answering it, as he gives it, must be stated;

5. If papers or documents are produced before
 them, and proved by the witness, they must
 be annexed to his deposition, and be subscribed
 by the witness, and certified by the Commissioners;

6. The Commissioners must subscribe their
 names to each sheet of the deposition, and
 annex the deposition, with the papers or doc-
 uments proved by the witness, to the Com-
 mission, and must close it up under seal,
 and address it, as directed thereon.

7. If there be a direction on the Commission,
 to return it by mail, the Commissioners must
 immediately deposit it in the nearest post-
 office. If any other direction be made, by
 the written consent of the parties, or by the
 officer, on the Commission, as to its return,
 they must comply with the direction.

0513

INSTRUCTIONS TO COMMISSIONERS
Criminal

Annexed to the Commission is an extract from the Code of ~~the~~ Procedure of the State of New York, relating to depositions taken without the State for use within the State; which extract is directed by law to be annexed to the Commission and order. But as it does not comprise everything necessary to be attended to by the Commissioners, they are requested to observe the following more ample

INSTRUCTIONS:

I. All the Commissioners named in the Commission, should have notice of the time and place of executing it; and if any of them do not act, let the fact that they were notified, or could not be notified, and the reasons for their not acting, be stated.

II. The Commission must be executed by _____ the *Commissioner* named therein

III. The acting *Commissioner* will examine the witnesses separately, after publicly administering to them the following oath or affirmation:

"*You do swear*, that the answers which shall be given by you to the interrogatories proposed to you shall be the truth, the whole truth, and nothing but the truth. *So help you God.*"

The oath shall be administered (except in cases hereinafter mentioned) by the witness laying his hand upon, and kissing the Gospels.

But if the witness shall desire it, he shall be permitted to swear in the following form: "*You do swear, in the presence of the ever living God,*" and while so swearing he may or may not hold up his hand, in his discretion.

Or if the witness shall declare that he has conscientious scruples against taking an oath, or swearing in any form, he shall be permitted to make his affirmation in the following form: "*You do solemnly, sincerely, and truly declare and affirm,*" omitting the words, "*So help you God.*"

IV. The general style or title of the depositions must be drawn up in the following manner:

"Deposition of *witnesses*, produced, *sworn* or (*affirmed*), and examined the _____ day of _____ in the year one thousand eight hundred and _____ at _____ under and by virtue of a Commission issued out of the _____ in a certain cause therein depending and at issue between _____

A. B. of (*insert his place of residence and occupation*) aged _____ *defendant* as follows: _____ years and upwards, being duly and publicly *sworn* (or *affirmed*) pursuant to the directions hereto annexed, and examined on the part of the _____ doth depose and say as follows: First—*To the first interrogatory he saith, &c.* [Insert the witness's answer.] Second—*To the second interrogatory he saith, &c.*, and so on throughout.

If he cannot answer, let him say that *he knoweth not.*

V. If there be any cross-interrogatories, the witness will go on thus: First—*To the first cross-interrogatory he saith, &c.*, and so on throughout.

VI. When the witness has finished his deposition, let him subscribe it, and the acting *Commissioner* will certify as follows:

State of _____ } ss.
County of _____ }
"I, _____, do certify that _____, day of _____, at _____ o'clock in the _____ noon, at the _____, in the State of _____ and after being sworn (or 'affirmed,' as the case may be), to testify the truth, the whole truth, and nothing but the truth, did depose to the matters contained in the foregoing deposition, and did, in my presence subscribe the same, and indorse the exhibits annexed thereto. And I further certify that I have subscribed my name to each half sheet thereof, and to each exhibit. And I further certify that _____ appeared in behalf of the _____ and that _____ appeared in behalf of the _____

Commissioner.

0514

who will direct him as to its delivery.

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

The People etc.
- agent -
William W. Post and
Edward B. Allen

Interrogatories to be propounded to Eugene
E. Post now in London, England, a material
witness in behalf of the defendant William
W. Post.

II What is your full name - age - occupation
and residence?

II Do you know a company named the City Chem-
ical Company, incorporated under the laws of
the State of New York, United States of America,
for the purpose of manufacturing an article
known as aqua ammonia? If yes, how long
have you known said company, and do you
now own or hold any of the capital stock of
said Co, either individually or as Trustee for
another, and if so how many shares thereof,
and in what capacity? Also do you hold
any office or offices in said Co, and if so
name them.

(97)

III

If in answer to the 2nd Interrogatory you shall state, that you are the Secretary and Treasurer of said Co. and hold a portion of the Capital stock of the same, and that you have known said Co. since its incorporation, then state

- 1st Whether said Co. owned or controlled a patented process for manufacturing said aqua ammonia?
- 2nd In and for what countries patents for the same have been obtained and the cost of the same to the Co., as nearly as you now recollect.
- 3^d Who are the present stockholders and officers of said Co. and how long have the latter held their offices, and what salary or compensation do they or have they received therefor.

IV

If in answer to the 3^d Interrogatory you shall state, that Edward B. Allen residing in Newark New Jersey is the President of said Co., and a stockholder therein, state when he first became such officer and stockholder - whether he made an examination of the process of said Co. before purchasing the stock thereof, and what, if anything, he said to you at the time of such purchase and experiment, concerning his opinion of the value of said process.

V

(2)

Do you know a firm named The Harrison Brothers and Company, carrying on the

business of manufacturing chemicals, and white lead, in the City of Philadelphia, State of Pennsylvania, and having a branch place of business at No 117 Fulton — Street, New York City?

VI

Do you know of a certain contract entered into between said City Chemical Co. and said Harrison Bros. Co., providing for the sale and delivery to the latter by the former, of its entire production of aqua ammonia, up to a certain specified amount?

VII

When did you first become acquainted with said firm of Harrison Bros. Co., and under what circumstances, and what was the nature of the business transacted between said City Chemical Co., and said Harrison Bros. Co., previous to said contract?

VIII

Who acted in behalf of said City Chemical Co., in the preliminaries and negotiations which led to the execution of said contract, and if you shall say that you yourself, together with said Allen Co. acted, then state — Who suggested and fixed the prices for raw material, and for the aqua ammonia in said contract, and the quantities of the latter which should be

(3)

manufactured and sold to said Harrison Bros. Co. thereunder, and the quantities thereof, which should be stored upon the premises of said Co., at the risk of said Harrison Bros. Co. - In entering into said contract, what advantages did you expect said Co. to derive therefrom?

IX

What Capital did said City Chemical Co. own or control, for the purposes of its business, and what machinery, appliances and facilities, and of what quality, did it possess? Also what experience did its officers or workmen have, in its said process, at the time of the commencement of its business, or at any time thereafter?

X

Up to the time of the making of said contract with said Harrison Bros. Co., who had charge of the manufacturing portion of the business of said Co., its records of goods manufactured, its books of account, the purchase of raw material, the sales of its products, the financial and bank account, the shipping and collecting, and what in general was the ordinary manner, and course of business of said Co.?

XI

If in answer to the 10th Interrogatory you shall state, that Edward B. Allen had charge

of the manufacturing part of the business of said Co., state - Whether the quantities of aqua ammonia which he manufactured by said process, were regular or uniform, and whether such quantities equalled the greatest amount of aqua ammonia, of which said process had at any time shown itself to be capable, and whether said Allen professed from time to time, to have discovered new theories and improvements, in said process.

XII

State to the best of your recollection, knowledge and belief, the greatest amount of aqua ammonia, of a stated degree of strength, which said process ever produced, from a given amount of sulphate of ammonia, in a given length of time, with the machinery and appliances of said Co. - Also state, what quantity of aqua ammonia under the same foregoing conditions, you were and are ready to guarantee, and have guaranteed, that said process can produce, and upon what you base your knowledge and certainty in this regard.

XIII

Can you now recollect, any incident or incidents which occurred during your connection with said Co., conveying to your mind the fact, that said Allen erred greatly in his

(5)

Calculations and theories, regarding said process? If yes, relate the facts in that regard, and also state whether you now regard said Allen, as safe and competent to fulfill the duties of Superintendent and manufacturer of aqua ammonia, under said process.

XIV

During the continuance of said contract, between said City Chemical Co. and said Harrison Bros. & Co., did you go to London England, on business connected with said Co.? If yes, what did such business consist of, at whose suggestion did you go, and what facts and circumstances influenced your going?

XV

What were your duties and responsibilities, and those of said Allen, under said contract with Harrison Bros. & Co., and ^{also} before said contract? Also, who presented the statements to said Harrison Bros. & Co., upon which the drafts or acceptances of said H.B. & Co. were obtained, prior to your said departure for England, and after your return therefrom?

XVI

If, in answer to the 15th Interrogatory, you shall state, that you presented said statements, then state - Who prepared and made said statements? - Did you know of your own knowledge that such statements were true? If not, upon

whom and what did you rely, for the truth of said statements?

XVII

What was the condition of said City Chemical Co., to the best of your knowledge, recollection and belief, at the time of your departure for England, as aforesaid?

XVIII

At the time of your said departure, did you know or suppose, that there existed any deficiency, between the quantity of aqua ammonia manufactured by said Co., and the statements thereof made to said Harrison Bros & Co by said Co., upon which the drafts or acceptances of the former, were obtained by the latter?

XIX

State what means of knowledge you had, during the continuance of the business of said City Chemical Co., of the quantity of aqua ammonia on hand, or stored on the premises of said Co., at any given time, or times, and the course of business in that regard. Also state, the general and regular course and manner of business, between said City Chemical Co., and said Harrison Bros & Co., under said contracts.

XX

(4)

Can you now recollect anything, which was said by said Allen, or by said Harrison Bros & Co.,

or either of the members of said firm, or any of their agents or employees, to you, concerning the value or efficiency of said process of said Co., or of its patented franchises? If yes, relate the same as accurately as you can, giving the times when, and the circumstances under which, each thing of such a nature was said. Also state, by whose advice the various patents for foreign countries were applied for.

XXI

Previous to your said departure for England, had said Harrison Bros & Co. given to said Co. notice of their desire and intention to terminate said Contract within three months thereafter, as provided by said Contract, and if yes, about when was said notice so served? Also had you, previous to said departure, a conversation or conversations with said Harrison Bros & Co., respecting said notice, and their reasons for giving the same, and if so relate as nearly as you can recollect, what was said, and who was present thereto.

XXII

If in answer to the 3^d. Interrogatory you shall state, that William H. Post of New York City is a stockholder in said City Chemical Co., state - 1st Whether to the best of your knowledge and belief, said W. H. Post at the time of your said departure for England, knew of any, such

(8)

0522

deficiency, as mentioned and set forth in the 18th Interrogatory - 2^d. Whether said W. W. Post, up to the time of your said departure, knew or had any acquaintance with the details of the business of said Co., its production, ^{goods on hand} and finances, beyond the knowledge of the other stockholders, except such as he derived from association and conversations with yourself 3^d. If in answer to any interrogatory, you shall state that said Post was present at any interview, or interviews, between said Harrison Bros & Co and yourself, state at whose solicitation he was so present, and whether at any such interview he professed to represent or speak for said City Chemical Co., or any of its officers. 4th. Whether ever, at any time, said Post has received any salary, or recompense, from said Co., and whether he has ever loaned money to said Co., and if yes, whether such money has ever been repaid to him.

XXIII

(9)

What arrangements did you make, and with whom, for attending to your duties as an officer of said City Chemical Co. during your said absence in England, and did you resign said office or offices, or alter in any way your relations with said Co., and did you expect that such person, would devote himself exclusively to attending to your duties, to the

exclusion and neglect of his own business?

XXIV

Previous to your said departure, had said Harrison Brod Co invited proposals from said City Chew. Co., with a view to continuing their business relations with said Co., and had any arrangement been made, for a continuance of said negotiations after your departure? If yes, what did such arrangements consist of?

XXV

State the results accomplished by you, in the interests of said City Chew. Co. during your said absence in England, and when did you return to New York City? Also state, what communications, if any, and in what form, were received by you from said N. W. Post, or said Allen, during your said absence, or were sent by you to them, or either of them, and give as nearly as you can now recollect, the substance of each of them, the time when sent, and the reason for sending.

XXVI

Can you now recollect, what was said to you by said Allen, or said Post, upon your return to New York, concerning the affairs of said Co. during your absence, and its condition at that time? If so, relate the same as nearly as possible in substance, and also state, in what condition you found the premises of said Co., its memoranda of goods

manufactured, and its finances. Also state the substance as nearly as you can recollect, of any conversation or conversations had at that time with any of the employees of said Co., regarding the same.

XXVII

What explanation has said Allen ever made to you of said deficiency, mentioned and set forth in the 18th Interrogatory, and when did he say that he first knew of the same?

XXVIII

Did said Co. at any time, carry on its manufacturing both day and night? If yea, when and how long did it do so, and what were its reasons for so doing, and state whether in your opinion the employees of said Co. were sufficiently numerous and experienced, and the machinery and appliances suitable, for so doing.

XXIX

Was the said process of said Co., one requiring skill and care, and were there instances to your knowledge, when large quantities of the raw material or sulphate were spoiled, and wasted? If yea, state any instances that you now recollect, and the cause thereof.

XXX

Was ever, to the best of your knowledge and

(11)

0525

believe, any of the money collections or property of said City Chemical Co., paid out or expended for anything or purpose, outside of and disconnected with, the regular legitimate business of said Co., or in a manner detrimental to its interests, or has any one received the funds of said Co., except legitimately in payment of just and legal obligations of said Co.

XXX I

When, and how, and from whom, did you first hear ^{or know} of the alleged deficiency set forth in the 18th Interrogatory, and under what circumstances?

XXX II

Relate as nearly as you can recollect, the substance of any interviews, or conversations, had by you with said Harrison Bros & Co, or any of their agents or employees, upon the subject of said deficiency, and state who was present thereof, and when and where, the same was had.

XXX III

Did you immediately after your return from England as aforesaid, resume your duties in connection with said City Chem. Co., and did said W. H. Post relinquish all duties and connections with said Co., at the

same time?

XXXIV

Were any accusations or threats made by said Harrison Bros & Co. against said Allen, H. W. Post, or yourself, in connection with said alleged deficiency set forth in the 18th Interrogatory? If yes, state what they consisted of, and when, and where, and under what circumstances, they were made, and who was present. Also state what said Harrison Bros & Co. demanded should be done by said City Chem. Co., to settle and amicably adjust said deficiency, and what was done by said Allen, and yourself, to so settle the same, and at whose solicitation you did so, where you did it, who was present, and what object or intention you had in so doing.

XXXV

State what efforts have been made by you since said settlement, towards an adjustment and accounting, between said City Chem. Co. and said Harrison Bros & Co., of all claims and counter claims between them, and what you are now doing, in the interests of both said Co. and said H. B. & Co.

XXXVI

What was done with the books of account, and memoranda, of said City Chem. Co., at the conclusion of the settlement with Harrison Bros & Co.,

(13)

mentioned in the 34th Interrogatory, and for what purpose was it done, and at whose request?

XXXVII

Do you know of your own knowledge, that the total amount of raw material, or sulphate, purchased by said City Chem. Co., while it was manufacturing aqua ammonia as aforesaid, was sufficient, according to the best known results of said process, to produce the aqua ammonia, called for by the statements of said Co. to said Harrison Bros & Co.? If yea, how do you explain said alleged deficiency?

XXXVIII

What is the present condition of said City Chem. Co., and to what cause or causes do you ascribe the same?

XXXIX

Is the said process of said City Chem. Co. a very valuable one, in your opinion, if properly worked, with sufficient capital, and suitable machinery, and appliances? If yea, upon what do you base your opinion in that regard?

XL

Do you know of any test runs, or experiments, made, or caused to be made by said Harrison Bros & Co., of said process? If yea, state when such tests or experiments were made, who made them,

(14)

0528

Court of New Sessions
of the City County of N.Y.

The People etc.

against
Wm. J. East and Edward
B. Allen

Interrogatories

REDFIELD HILL,

Attorney for ~~the~~ *East*

20 NASSAU STREET,
NEW YORK.

Due service of a copy of the within
& notice of attainment thereof for the
Interrogatories is hereby admitted

Dated, N. Y., this 15th day of Dec., 1882

Attest, Attorney for City, Co. of N.Y.

Attestation

See 11/15/82
Send order for
return & see here
by 1/15/83

Served on West-Attys
on 12th Dec
Admission refused

Court of Gen. Sessions
of the Peace of the
City & County of New York

The People etc.

- vs -

William W. Post and
Edward B. Allen

Commission and
Interrogation

John L. Hill
20 Nassau St
N. Y. City
Counsel for defts.
W. W. Post

0530

The People of the County of New York
vs
Eugene E. Post } Open & Sumner N.Y. Co.

City & County of New York }
Eugene E.

Post being duly sworn:

I am
defendant. My wife - Ella E. Post
is now too ill as I know to attend
Court. She is confined to her home
& to her bed. She is a woman in
poor ^{general} health - but the cause of
her present sickness is this. In July
9th we lost our youngest child -
the funeral taking place on
the 12th. This calamity which
was sudden - has greatly pro-
voked Mrs Post so that she is
unable to leave her bed or I
have stated. She is now lying
in our home which is
in Gotham N.Y. Dr Bell of
Gotham is her attending
physician and has ad-
vised that it would be unwise
unsafe for her to attempt
to leave the house. I am
advised by my counsel that

0531

thought to be present at the
time - and that there are cir-
cumstances in the case
to explain or establish
which she may be necessary
as a witness - if she may be
secured. That a great
part of the trouble which
resulted in this indictment
flows out of the fact that
the money had been loaned
to me ~~by~~ for a & from
assets had been used to
secure or pay the debts
and I greatly regret her
absence & presence
in court on that account
at all events; & her testimony
if the ~~case~~ trial shall take
a course which course
has seemed possible -

More than that I cannot
go to the trial of this case
as desired or I am by
the circumstances of
her illness with friends
to myself.

I regret that the ex-
istence of the trial of this
case put at this time

0532

would greatly endanger
her life, ^{as a result of} and will cer-
tainly greatly protract
her present sickness &
increase her present
suffering -

I hope that in the
course of three or four
weeks she may have
recovered to a degree
allowing her to suffer
the 4 conditions of the
mal without such
danger -

From the type } Eugene E. Post
no. 237881 }
Muller
Club of Oyster Island,

0533

Deer Terrace

The People

24
Eugene & Port

app. to postpone
trial

Filed Oct 23 1881

0534

DISTRICT ATTORNEY'S OFFICE,
NEW YORK.

My dear man

For the sake of enabling
you to notice of our intentions
not to come tomorrow. I have
tried my best to make this work
but this P.M. to that point - for
awake - I'm in obedience to
instructions we have from you
that I have come and have
now waited over an hour
and a half for you. I hope
that when the witnesses
come tomorrow you are
not have any thing to say
with effect that it is my

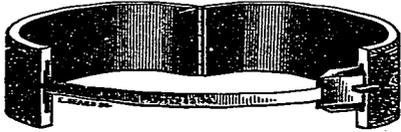
0535

fault or Post War they are
subjected to the ~~inconvenience~~
inconvenience of coming when
a motion is to be made to
postpone -

Truly Yours
C. J. [Signature]

0536

All my Bracelets have the Patent Guard, at no additional expense. In ordering Bracelets please state price, width, and size of wrist as near as possible.



Factory, NEWARK, N. J.

Office of
WILLIAM H. BALL,
Successor to BALL & BARNARD,
Manufacturing Jeweler,
No. 9 JOHN STREET,

New York, May 3rd 1880
Mr Daniel C. Rollin Esq

Dear Sir

Yours dated April 29th and noted contents
today. But it was late and found you
out.

If it is all the same to you I would
like to have P.P. matter postponed
until next month, as I will be away for
the next three weeks and if I am called,
would have to close up my office.

Starting it will
put you to no inconvenience and a great
favor to me

I Remain Yours Respectfully
Wm H Ball

0537

This Agreement made and entered into this sixteenth day of May in the year one thousand eight hundred and seventy four between Eugene E. Post of the City, County and State of New York of the one part, and Isaac Sacker of the City of New York in the County of Kings and State of New York of the other part as follows, to wit:

The said parties hereto have agreed to become and be copartners together in the City of New York in the general business of manufacturing jewelry, said copartnership to commence on the day of the date hereof and to continue one year thereafter and its business to be conducted under the firm name of Post & Sacker

The said Post agrees to furnish from time to time as may be required for said business capital to the amount of two thousand dollars to be employed therein, and to devote his whole time and attention to the advancement of the interests of the said business; and the said Sacker agrees also to devote his whole time and attention ^{to the advancement of the interests of said business} and to employ his best skill and ingenuity

0538

therein, and that he will at no time sign the name of the firm to any instrument, under any circumstances, and will not make any contract or engagement on behalf of the firm without first having obtained the special consent of said Post to do so.

Each party agrees with the other that at all times during the copartnership, just and true books of account shall be kept showing the state and condition of the copartnership business, affairs and dealings, which books shall at all times be open to the inspection of either party.

During the said copartnership the said firm shall allow said Decker the sum of thirty dollars a week for his services which he may draw out from week to week as it shall accrue, and which shall be charged against the expenses of the business.

All the net profits that may be derived from the business over and above its losses and expenses shall be divided between said parties in the following proportions, to wit: nine-tenths thereof shall belong to the said Post and one-tenth thereof to the said Decker; and annually

90 45
 45
 10

on every first or second day of May here-
 - after (throwing the continuance of the
 said copartnership) the said partners
 hereto will account each with the other
 in respect of all the affairs of the firm
 and will settle adjust and liquidate the
 profits and losses between them in the
 proportions aforesaid.

The said Post shall have the ex-
 - clusive control of all the financial affairs
 of the firm and the controlling direction
 of its management in all its departments
 including the direction of the styles
 character and quality of goods to be
 manufactured; and the said Decker
 shall devote his time to labor and super-
 - intendance in the factory in pursuance
 of directions of said Post ^{to the extent that} as may be necessary
 for the most economical working of said
 factory.

In case of the death of said Post
 during said term this agreement shall
 cease and become inoperative from the
 happening of that event, and thereupon
 all the property and assets of the firm
 of every nature and character shall
 vest in the personal representatives
 of said Post who alone shall have the

0540

right to liquidate and close up the affairs of said firm subject to accounting with said Decker in respect thereof and payment to him of whatever may be realized by such personal representatives and properly applicable to such payment under this agreement.

In witness whereof the said parties hereto have hereunto interchangeably set their hands and seals this day and year first above written.

Delivered in the presence of

Eugene E. Post.

Isaac Decker

John H. Kimball



Post & Decker

Parbrosky & Co.

0541

L. S. Redfield:

Tru. R. Hill:

J. F. Thompson:

People or Post

REDFIELD & HILL.

26 Nassau Street:

New York, March 24th 1886.

My Dear Rollins,

What is your
conclusion about specifying
what, if any, collateral
acts you propose to prove
on this indictment? or
do you prefer that I sh^d for-
mally move for Bill of
Particulars? I think the
case is one where a Bill
would be ordered.

Truly
Yours

L. S. Redfield Esq
Att. Dist. Atty.

0542

Wm. L. Hill.

Wm. L. Hill.

J. J. Thomassen.

REDFIELD & HILL.

20 Nassau Street.

New York, April 14, 1880.

My Dear Man

Agreeably being engaged
on Monday, I have
been informed that I have fur-
thered my engagement at Albany
(tho. I may be called there again)
& shall be glad to forward the
taking of Galus Ev. If, as
I have thought you might do, you
shall choose to proceed by
our presentment. I shall need
more time & must start de-

novos.
D. G. R. Jr.

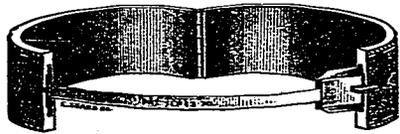
Truly
Yours
(J. J. Thomassen)

0543

FACTORY, NEWARK, N. J.

New York, *Apr 3rd* 1878

Messrs Post & Spear



Bought of WM. H. BALL,

Successor to BALL & BARNARD,
MANUFACTURER OF

Fine Gold, Enameled and Colored Bracelets.

No. 9 JOHN STREET.

TERMS ALL REPAIRING NETT.

Memo

<i>March 30.</i>	<i>1 pr 5/8 Roman Bde</i>	<i>262</i>
<i>" 30.</i>	<i>1 pr 5/8 " "</i>	<i>290</i>

<i>75</i>
<i>70</i>
<i>145</i>
<i>1450</i>
<i>13050</i>

10%
Less 5% 30 Days or 6% 5 Days

Duplicate

0544

1878

The People of the State of New York
on the complaint of William H Ball
against
Eugene E Post.

City and County of New York ss. William
H Ball of Number 9 John Street in
the City of New York, being duly sworn
says that he is a manufacturer
of jewelry at said place, that on the
30th day of March 1878, at the City of
New York, the defendant Eugene
Post, at the City of New York, with vitious
feloniously to cheat and defraud
this deponent, did then and there
feloniously, unlawfully, knowingly,
and designedly, falsely pretend and
represent to this deponent that the
firm of Post and Spear, composed of
said defendant Eugene E Post and
Adolphus B Spear, were perfectly solvent
and able to pay all they owed; that
Safford and Fomachon (meaning
thereby a jeweller's commercial agency
composed of David L Safford and
Joseph Fomachon) knew all about
their affairs and that ~~the~~ (said
Eugene E Post meaning) had made

0545

a true statement to them of their affairs and the condition of said firm; that deponent then and there believing the said false pretences and representations and being deceived thereby, was induced by said false pretences and representations and after application to said Safford and Formaker as made as aforesaid, to deliver and did then and there deliver to the said Eugene & Post jewelry consisting of one pair of Roman bands of the value of seventy five dollars, and one pair of Roman bands of the value of seventy dollars, of the proper valuable things, goods, chattel, personal property and effects of this said deponent, and the said Eugene & Post did then and there designedly receive and obtain the said jewelry and Roman bands of this deponent, of the proper goods, chattels and personal property of this deponent by means of the false pretences and representations aforesaid and with intent feloniously to cheat and defraud this deponent of the said jewelry and Roman bands. Whereas in truth and in fact the said ^{firm of} Eugene & Post ^{and Speer} defendants above named were not perfectly solvent

0546

but were entirely involunt, and whereas
in truth and in fact the said firm
were not able to pay all they owed, or
any part of their indebtedness, and
whereas, ^{in truth and in fact} the said Safford and Tomack
did not know all, or anything, about
their affairs, and whereas in truth
and in fact the said Eugene E Post
had not made a true statement to
them of their affairs and the condition
of said firm, but had with intent
to cheat and defraud those whom he
referred to said Safford and Tomack
stated to them that he, said Post
had put a capital of fifteen thousand
dollars in said firm's business,
his own money, which capital
which statement said Safford and Tomack made to them
was intact, which statement was
false and untrue in that he had
put no capital in said business
and had no capital therein, and
was known to him to be false, and
was made with the intent to cheat
and defraud this deponent and
various other persons.
And whereas in truth and in fact
the pretenses and representations
so made as aforesaid by the

0547

a true statement to them of their affairs and
the same.

said Eugene & Post were in all respects ^{deponent}
utterly false and untrue. And whereas ^{to be}
in truth and in fact the said Eugene ^{and}
& Post well knew the said pretences ^{and}
and representations so by him made ^{and}
as aforesaid to this deponent to be ^{said}
utterly false and untrue at the time ^{of}
of making the same.

Deponent further says, upon information
and belief, that the said defendant
Eugene & Post, at various times between
the months of October 1877 and ^{April} ¹⁸⁷⁸
1878 obtained from various ^{persons}
and persons, in the City of New
York, by similar ^{false} representations
to those above set forth, jewelry
of the value of twenty three
thousand dollars and over,
which he sent as soon as received
to a clerk named Joseph H. Gale
at Baltimore, Maryland, who
was a bankrupt, and received
in payment notes of said Gale
at four months, which he agreed
to extend if desired, and which
were utterly worthless, and these
notes he sent to his father Alfred
Post who pretended to discount.

0548

8
them and apply the proceeds to the
payment of alleged past due indebtedness
of the firm of Post and Spear to him.

Deponent says that proceedings
in insolvency, bankruptcy were
had against the firm of Post
and Spear about April 24th 1898 and
that the schedules therein and the
proof taken show the said firm
to have been entirely insolvent
at the time of the aforesaid
false representations to this deponent,
and their liabilities ^{to have} exceeded
their capitals by seventy thousand
dollars. The said Post and Spear
on April 20th 1898 made an in-
solvent assignment to Henry
J Godet.

Sworn to before me this }
7th day of June 1899. }

Stephen Bell

Notary Public King Co. City of N.Y.

0549

2/2/69

The Peoples
on the complaint
William H. B. Co.
9 John St.
against
Eugene E. Poed.
Complaint.

27 Grand St.

0550

Goshen May 18th 1881

Dear Brother

When I arrived home
last evening, I found Ella very much
fretted, and exceedingly nervous
from excitement over my trial, so that
I am very anxious about her, I have
been very sick all night myself
and it is absolutely impossible for
me in consequence to attend my
trial today as I am confined to
my bed. Please see Mr. Fishay and
Mr. Lee, and tell them the circumstances
In haste, as this must go by this
morning's train so as to reach you
immediately -
Affectionately
Gene.

0551

My Dear Rollins -

I certainly
expected to finish the
case out here in
Brooklyn to night - but
Judge Pratt has sent
us over until tomorrow
to run up. I have been
absent from my office
for nearly 2 weeks &
take care of my
Engagements. I am

0552

probably come up after
noon tomorrow or
maybe on Friday
to arrange a day for
trial - but it would
be a mere guess
if I was to attempt
fix a day now. I
will thank you to let
the matter stand
until I can consult
my diary - & that
I will let you
know when I shall
come
to St. Louis

0553

D. G. Rollins

Present

REDFIELD & HILL,
LAW OFFICES,
20 NASSAU ST., NEW YORK.

0554

from Distillery Office Dec 27th 1887
Received Schedule and Inventories
of Post vs Speir
Richardson

0555

D. G. Rollins Esq

Present

REDFIELD & HILL,
LAW OFFICES,
20 NASSAU ST., NEW YORK.

0556

Dec 27th 1881

Received from District-Attorney one
General Assignment viz
Post and Office

To

Henry T Goelet

Walter A Brady

Genl Assignment Clerk

County Clerk's Office

0557

Dec 27th 1887
Received from Dist. Attorney's Office
papers in the matter of Postrd Spain
which belong to me
Wm W. Little

0558

*District Attorney's Office,
City & County of
New York.*

0559

Brown & Hobby

Manufacturers of
FINE GOLD JEWELRY,
20 MAIDEN LANE.



W.S. BROWN,
E.H. HOBBY.

P.O. BOX 1654.

New York Feb 29 1884

Mr John A Pellous, New York

The Creditors of
Engraving Post indicted for obtaining goods
by fraud where case you had for
trial some year or more since an
anxious to have same prosecuted
and call on me as one of a
committee to know what is to be done
about it would you please give
me any information that I can report
to them if they think the case a good
one and the party indicted.
Can you get into information from
Creditors Report
about \$725.00

Respectfully,
Edwin H. Hobby
Committee

April 1880
Vind June 1881

0560

**POOR QUALITY
ORIGINAL
DOCUMENT(S)**

0562

New York *158*

Memorandum To

No.

From **WOCLOM & MILLER**
Nos. 32 & 34 John St.

These goods are for examination or selection only, a prompt report is required and expected.

0564

District Attorney's Office.

THE PEOPLE

against

Examiner Post

NAME OF PAPER,

Examining

goods on file

Filed, 18

New York, *practice* 18

Taken from

And sent to

Smyth Fred
His -

*S. H. Stewart - 27 Chambers St.
Assistant U.S. in trial of
case before Recorder Smyth*

*T. Granby, 517 Madison St.
Assistant in Recorder's*

0566

District Attorney's Office.

To See Next Dist.

Atty. Paris
PEOPLE

vs.

Eugene E. Post.

July 17th 11 A.M.

William W. Ball
No 9 John St.

Edwin Coffey }
William S. Brown }
No 71 Maiden Lane

Joseph B. Mathewson
20 Maiden Lane

0567

Memorandum Goods are figured at Net prices
for Immediate Cash.

New York, 188

CONSIGNED ON MEMORANDUM

To *M*.....

By

WM. S. HEDGES & Co.,

DIAMOND IMPORTERS,

TERMS—Cash.

No. 170 BROADWAY,

Corner Maiden Lane.

The under-mentioned goods are to be returned, or specified prices paid to Consignors on demand. The title to the goods, or to proceeds if sold, to the amount of specified prices, is in the Consignors until they render a bill of sale.
All risks are assumed by Consignee.

0568

all claims for damage or deduction to be made immediately after receipt of goods.

To, *John*

MEMORANDUM.

Cash Bill

From

J. T. Scott & Co.,

New York, 188

No. 7 MAIDEN LANE.

J. M.

NOTICE.—The following goods are sent for examination and approval, at your risk going and returning, and none considered sold, nor title passed, until we have sent you a corrected bill.
TERMS NET CASH, payable within **10** days from this date, or the goods must be returned to us by

Sent by Express.
" Mail Reg.

Read carefully the above NOTICE, and comply promptly with the TERMS.

0569

A. S. Redfield

Isaac L. Hill

J. B. Thomasson

People vs Pook

REDFIELD & HILL.

20 Nassau Street.

New York, July 16th 1881

Dear Sir

The 2^d we'd do
if you will persist
in your presentation.

Which of the three
Bills will you move
on are you going
to try them all at
once?

Yours
W. H. Pook

0570

John Little Register in Registry
of Warren Co
with schedule

~~N. A. Jarvis, or W. Skiley, Combs~~
with papers

W. H. Lyman Clerk U. S. Court Dist.
papers

John Gulick lawyer 191 Broadway St -
Cor Day St -

W. S. Eugene E. Post -
18th May.

0571

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

No. 1

This Company transmits and DELIVERS messages only on condition, however its liability, which have been assented to by the sender of the message. Errors can be avoided by repeating a message back to the sender. The Company will not hold itself liable for errors or delays in transmission or delivery of messages. This message is a TELEGRAPH MESSAGE and is delivered by request of the sender. A. R. BREWER, Pres.

RECEIVED FROM
93
WESTERN UNION BLDG
ST. LOUIS MO

8.49
John

Dated Yoshen NY 18
To John L Hill

Western Union Building,
ST. LOUIS AND DEY STREET.

May 18 1881.

Redfield Hill
No 20 Nassau St NY.

Mr Eugene E Post is
confined to his bed &
it will be impossible for him
to reach the city today.
probably be about in a few days
Arthur Hill

27 P and
X 60.

READ THE NOTICE AT THE TOP.

m d

0572

MEMORANDUM.

FROM

TRAITEL BROS.,
MANUFACTURING JEWELERS,
170 BROADWAY AND 1 1/2 MAIDEN LANE.

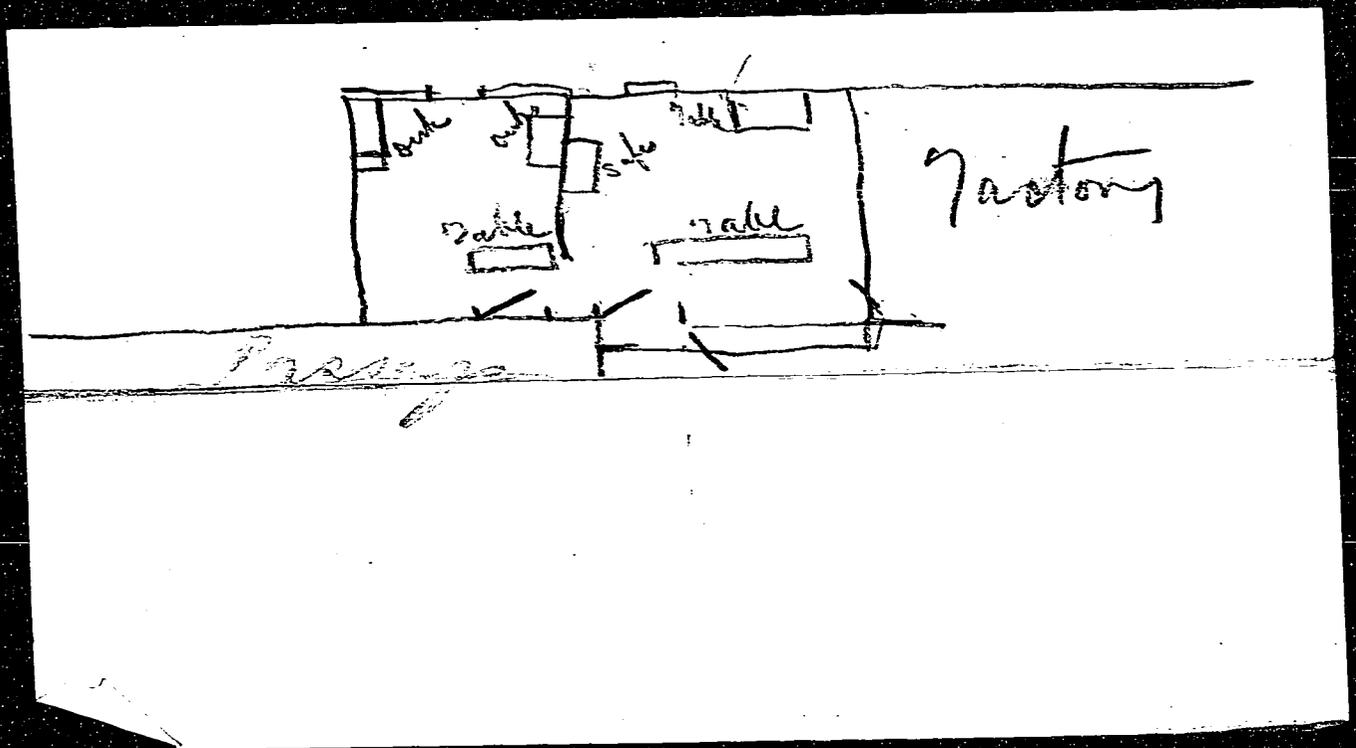
New York, _____ 188

To _____

These goods remain our property until the selection is approved by us. We also reserve the right to charge them to your account if not returned within five days of receipt. The goods are sent at your risk, going and returning, for your examination.

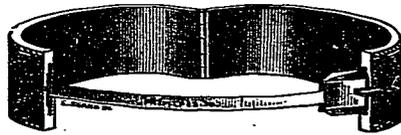
Traitel says that the meeting
of creditors Post admitted
that he knew he was
insolvent in January -

0573



0574

All my Bracelets have the Patent Guard, at no additional expense, thus saving the price of chains.



Factory, NEWARK, N. J.

Office of
WILLIAM H. BALL,
Successor to BALL & BARNARD,
Manufacturing Jeweler,
No. 9 JOHN STREET,

New York,

187

No
On March 30th 1878. Postum Spear got
some goods on approval. April 3rd actually from
a Bill of, all of them, I did not care to do
so. and went and saw Mr Post, told him
before I rendered any Bill for the goods I
wished to ask him some questions. as I
had heard some rumors on the street affecting
their credit. He answered me by saying "My
God!" have you heard that report too!
There is no truth in it and no cause for
such a report. That they were perfectly
solvent and able to pay all they owed &
I need not fear as to getting the money
that he had an order for the goods from a
customer South & if I would give him
a Bill it would certainly be paid inside
of thirty days and that I was not running
the slightest risk. He also wished me to
say Jafford's Sanction. they know all about
his affairs he had made a statement to them
Pt. The above statement indeed me he under a bill
about 15 days after they finished

0575

Statement
of
Ball

0576

Brown & Hobby,
Manufacturers of
FINE GOLD JEWELRY,
20 MAIDEN LANE.



PO. BOX 1854

New York, March 14 1882

Dear Allen. I have called
here to see these gentlemen in
reference to the case of Eugene E
Post, now under indictment
for obtaining goods by false
pretences. He obtained about
\$30,000 worth of property - He has
been tried once & the Jury
disagreed standing eleven
(11) for conviction. He should
be tried again & soon. Will
you please attend to it. I
heard to morrow - Lyon knows
all about the former trial &
these gentlemen can give you
the evidence.

Yours truly
J. K. Brown

0577

This Agreement, made and entered into this fifth day of May, in the year one thousand, eight hundred, and seventy five, between Eugen E. Post, of the City, County, and State of New York, party of the first part, Joseph B. Beach, of the City of West Meriden, County of New Haven, State of Connecticut, party of the second part, and Isaac Decker of the City of Brooklyn, in the County of Kings, and State of New York, the party of the third part, as follows, to wit:

The said parties hereto have agreed to become and be copartners together in the City of New York, in the general business of manufacturing jewelry, said copartnership to commence on the day of the date hereof, and to continue one year thereafter, and its business to be conducted under the firm name of Post, Beach & Decker.

The said Post agrees to furnish the entire assets and good will, as per schedule annexed hereto, of the firm of Post & Decker as business capital, and to devote his whole time and attention to the advancement of the interests of the said business; and the said Beach agrees to furnish from time to time, as may be required for said business, capital to the amount of seven thousand, five hundred,

0578

dollars, all of said amount to be furnished before the first of July next, to be employed therein, and to devote his whole time and attention to the advancement of the interests of said business; and that said Decker agrees also to devote his whole time and attention, to the advancement of the interests of said business, and to employ his best skill and ingenuity therein, and that he will at no time sign the name of the firm to any instrument, under any circumstances, and will not make any contract or engagement on behalf of the firm, without first having obtained the special consent of said Post and Beach to do so.

Each party agrees with the others that at all times during the copartnership, just and true books of account shall be kept showing the state and condition of the copartnership business, affairs and dealings which books shall at all times be open to the inspection of either party.

During the said copartnership the said firm shall allow said Decker the sum of thirty dollars, a week for his services, which he may draw out from week to week, as it shall accrue, and which shall be charged against the expenses of the business.

All the net profits that may be derived from the business over and above the

Losses and expenses shall be divided between said parties, to wit: nine-twentieths thereof shall belong to the said Post, nine-twentieths thereof to the said Decker, and two-twentieths thereof to the said Decker, and annually on every first or second day of May hereafter, during the continuance of the said copartnerships, the said parties hereto, will account each with the other in respect of all the affairs of the firm, and will settle, adjust and liquidate the profits and losses between them in the proportions aforesaid.

The said Post shall have the exclusive control of all the financial affairs of the ^{firm} and the controlling direction of its management in all its departments, including the direction of the styles, character, and quality of goods to be manufactured; and the said Decker shall devote his time to labor and superintendance in the factory to the extent that may be necessary for the most economical working of said factory.

It is mutually agreed by the parties heretofore mentioned, so long as this agreement shall exist, they will neither of them, sign any instruments of writing, or endorse any notes, checks, or anything else, either individually or in the firm name, except as shall be required for the transacting of the said business, and with the written consent of the three parties.

0580

It is further agreed between the said Post and the said Beach, that so long as this copartnership shall exist, they will neither of them, draw an amount exceeding two hundred and fifty dollars, per month, from the business, for individual expenses.

In case of the death of either the said Post or the said Beach, during the said term, inasmuch as they have furnished the entire business capital, that the surviving partner may become the purchaser of the interest of the deceased partner at the net cost value and in the event of the death of said Decker, his representatives shall be entitled to two-twentieth of the net profits of said business, up to the time of the death of said Decker.

In witness whereof the said parties hereto have hereunto interchangeably set their hands and seals this day and year first above written

Sealed and delivered in
the presence of

Eugene E. Post
Joseph P. Beach

J. P. Beach

Edwin R. Ferris
Witness

Franc Decker

10th line - the word "may" instead of "shall"
attend before signing

Post Beach and
this agreed

0581

MANHATTAN CLUB,
96 FIFTH AVENUE.

January 30, 1884

My dear Colonel,

I wish to call
your attention again
to the case of Post,
about which I
have written and

0582

Spoken to you several
times before.

Mayan Ely is the
bail for the defendant
and is very desirous
of having the bail
or changed.

It is now about

0583

two years since Post
was tried, the trial
occupying two weeks
or more. The Jury
did not agree.

As I presume there
is no intention of
trying the case again,
it seems no more
than right that

0584

the Paul should be re-
vised.

Yours truly,
Wm. Mearns

In haste & cordially
Yours truly
J

0585

HA

✓
 J. H. [unclear] Manufacturing Jeweler 192 Perry
 June 1975. Copy of report 11/11/77. Firm composed of G. E. Post & A. K. Speir & formed about a year ago,
 succeeding Post, Busch & Decker & E. E. Post alone. Both have been for many years travelling salesmen for
 Carter, Knudsen & World & Carter, Knudsen & World. They both have a very extensive acquaintance East, South
 West and are both efficient & popular. Capital originally furnished by Post \$15,000. At present they
 claim to have some 30,000.00 in bus, half of which has been furnished by Post's father, who
 is President of the Highland National Bank of Edinburgh, Ill. He frequently disarms confidence in them
 and they say, will see them through. Do a small manufacturing business on the premises
 & usually carry a stock of 20,000.00. Office furniture, tools & fixtures of shop are valued at 4,500.00
 have outstanding 10,18,000.00 on no A/C but Post married a rich wife, worth 50,000
 in her own right. Their office & factory expenses are light. Neither member of the firm draw
 much money from the concern. Their yearly sales are about 100,000.00. Post's brother (H. H. Post) is with
 them & keeps the books, but so far has been in salary, it being a family arrangement & only temporary. They
 say they owe for taxes about 10,000.00 but on such goods as they use to complete their stock. Are well connected
 & have favorable view and their prospects of success are fair.
 He believes they will not outlast any more than they can reasonably expect to pay for themselves
 as a pair, altho they may be occasionally slow in settling up.

1402

0586

N^o. 11.

H. W. Strong & Co.

Jewelry

Chicago Ill.

Feb 20. 78

I have just found out that your
 order for 100,000 of the
 same has been received & the
 same will be shipped to you
 as soon as possible. I am
 sorry that I cannot give you
 a more definite date, but
 the matter is in the hands
 of the manufacturer. I will
 be glad to hear from you
 again when you receive the
 goods.

0587

MEMORANDUM.

From

C. G. Alford & Co.

200 BROADWAY,

NEW YORK.

New York, _____

188

To _____

Terms, on approved selection: _____

N. B.—The following goods are the property of C. G. ALFORD & CO., sent to you for your examination, so as to enable you to select such as you may desire to purchase.

None of these goods are considered sold until reported on, when we will send a corrected bill of goods kept, if selection be approved. The report and return of goods to be made on or before

--	--	--	--

0589

Peplow 9 26/81
one Identifcat

0591

MEMORANDUM.

From

Wheeler, Parsons & Hayes,
2 Maiden Lane,

NEW YORK.

New York, 1880.

To

Terms: Net Cash.

N. B. The following goods are sent at your risk going and returning, for your examination and selection, and none are considered sold until an invoice is sent you.

Please report on them within FIVE DAYS of their receipt.

0592

All claims for damage or deduction to be made immediately after receipt of goods.

To, _____

MEMORANDUM.

From

J. T. Scott & Co.,

New York, _____ 188

No. 7 MAIDEN LANE.

J. M.

NOTICE.—The following goods are sent for examination and approval, at your risk going and returning, and none considered sold, nor title passed until we have sent you a corrected bill. Please favor us with a report by the _____

TERMS NET CASH.—If not paid within 30 days we will draw on _____ for amount below, with exchange on N. Y.

Sent by Express.
" " Mail Reg.

0594

Sole Eastern Agents for the ROCKFORD WATCH CO., and Sole Agents for ABBOTT'S PATENT O. F. 18 Size American Stem Winders.
All claims for damage or deduction to be made immediately after receipt of goods.

To

MEMORANDUM.

FROM

J. T. Scott & Co.,

11 MAIDEN LANE,

New York,

1880.



J. M.

TERMS: Months Net, or 6% for cash in 10 days. } Payable with Exchange on New York, and subject to Sight Draft when due.
" 5 " " 30 " }
" 5 " " 60 " }

NOTICE.—The following goods are sent for examination and approval, at your risk going and returning, and none considered sold, nor title passed, until we have sent you a corrected bill. Please favor us with a report by inst.

--	--	--

Sent by Express.
" " " " Mail Reg.

0598

MEMORANDUM.

FROM .

TRAITEL BROS.,

New York, _____ 188

MANUFACTURING JEWELERS,

Ja _____

170 BROADWAY AND 1½ MAIDEN LANE.

These goods remain our property until the selection is approved by us. We also reserve the right to charge them to your account if not returned within five days of receipt. The goods are sent at your risk, going and returning, for your examination.

0599

MEMORANDUM.

From

MAKERS OF FINE JEWELRY
WALTON BROS & COY
MAKERS OF FINE JEWELRY

170 BROADWAY,
NEW YORK.

New York, 188

To

Terms

N. B.—The following goods are for your examination and selection. None considered sold until reported on and corrected Bill sent to you.
Return this Mem. with Goods.

MEMORANDUM.

From

NOAH MITCHELL,

Manufacturing Jeweler,

694 & 696 BROADWAY,
NEW YORK.

New York, 187

To

These Goods are sent on approval and none are considered sold until we have been apprised of your selection and sent a regular bill of sale therefor.
Report to be made within days from date.

0600

MEMORANDUM.

FROM
HODENPYL, TUNISON & CO.,
Office, 170 Broadway,
FACTORY, 95 & 97 CLIFF ST.

TO

Ms _____

New York, _____ 188

N. B.—These Goods are sent for your Examination and Selection; None considered sold until reported on and a Corrected Bill sent to you.
~~RETURN THIS MEMORANDUM WITH GOODS.~~

MEMORANDUM.

From:
CARTER, SLOAN & CO.,
Manufacturers of Fine Jewelry.
BROADWAY & FOURTH ST.,
(Whiting Mfg Co. Building.) NEW YORK.

New York, _____ 1881.

To _____

Terms _____

N. B.—The following goods are for your examination and selection. None considered sold until reported on and corrected Bill sent to you.
Report and return of goods to be made within 10 days.

0602

1.

1/6	dog	Collar buttons	411 ^{18.}	✓	3.
1/4	"	"	6.	✓	1.50
1/6	"	Studs	959 ^{13.}	✓	15.16
3/4	"	"	2233 ¹⁴	✓	10.50
1/2	"	"	664 ^{10 1/2}	✓	5.75
1/2	"	"	1023 ^{15.}	✓	7.50
1/2	"	"	759 ^{12.}	✓	6.
1/2	"	"	475 ^{10 1/2}	✓	5.25
5/12	"	"	474 ^{10 1/2}	✓	4.38
1/3	"	"	891 ^{9.}	✓	3.
1/4	"	"	495 ^{12.}	✓	3.
1/4	"	"	43 ^{12.}	✓	3.
1/4	"	"	75 ^{8.}	✓	2.
1/4	"	"	714 ^{10.}	✓	2.50
1/4	"	"	488 ^{8.}	✓	2.
1/4	"	"	322 ^{10.}	✓	2.50
1/4	"	"	2420 ^{16 1/2}	✓	4.13
1/4	"	"	621 ^{15.}	✓	3.75
1/4	"	"	859 ^{10.}	✓	2.50
1/4	"	"	536 ^{12.}	✓	3.
1/4	"	"	498 ^{9.}	✓	2.25
1/6	"	"	497 ^{10.}	✓	1.67
5	"	"	117 ^{10.}	✓	50.
4 1/2	"	"	112 ^{8 1/2}	✓	23.75
4	"	"	113 ^{8.}	✓	32.
2 1/6	"	"	118 ^{10 1/2}	✓	22.75
7	"	Studs	247 ^{11 1/4}	✓	8.75
1	dog	Collar buttons	701 ^{16.}	✓	16.
Amount food					257.03

0603

QTY	Description	Amount found	Unit	Total
3	Scarf Pins	601 E ¹⁴	✓	259.03
2	" "	603 ^{1 1/2}	✓	3.75
1	" "	large 2	✓	3.
1/4	dry Studs	12242 ¹²	✓	2.
1/4	" "	499 ¹²	✓	3.
1/4	" "	73 ¹⁰	✓	3.
3	Set of buttons	2183 ¹³	✓	2.50
1	End of buttons	4103	✓	65.
2	" buttons	35 ³	✓	13.50
2	" "	7 ^{3 1/2}	✓	7.
2	" "	4103 ^{3 1/2}	✓	7.
5	" "	5 ^{2 1/4}	✓	11.25
5	" "	498 ³	✓	15.
3	" "	460 ³	✓	9.
2	" "	437 ³	✓	6.
1	" "	456	✓	2.95
2	" "	0 ^{1 1/2}	✓	3.
1	" "	3122	✓	2.75
2	" "	513 ³	✓	6.
2	" "	1 ^{2 1/8}	✓	4.25
2	" "	3	✓	3.
1	" "	3113 ^{5 1/2}	✓	5.50
1	" "	3142 ⁴	✓	4.
1	Orange Belt	570 ^{12 1/2}	✓	12.50
1	End Belt			5.
1	" Pin			3.50
1	for Drops	484		4.50
2	Jet Belts	3225 ^{16 1/2}		33.
1	" "			6.50
1	" "	3185		18.

0604

3.	1	Jet Set	3203		17.
	1	Stow Locket			10.50
	2 1/2	for Cuff Pins	829 4.	✓	10.
	1	" " "	76	✓	3.
	1	" " "	71	✓	5.
	1	" " "	888	✓	4.
	1	" Drops	2374	✓	2.50
	1	" "	2397	✓	2.
	1	" "	736	✓	2.50
	1	" "	1482	✓	2.
	3	" "	381 1 3/4	✓	5.25
	5	" "	382 2.	✓	10.
	4	" "	75 3.	✓	12.
	14	" "	319 1 5/8	✓	22.75
	14	" "	428 1 3/4	✓	24.50
	15	" "	4323 2 1/4	✓	33.75
	14	" "	4318 1 1/2	✓	21.
	13	" "	4320 2.	✓	26.
	21	" "	4324 1 3/4	✓	36.75
	5 doz.	split rings	2 1/2 2 1/2	✗	
	6	" " "	1 1/2	✗	
	1	" " "	3 2 3/4	✗	2.75
	1/2	" " "	1 1/2 2.	✓	3.
	1	" pairs ear wires	32 8	✓	8.
	3/4	" " " "	33 4 1/2	✓	5.62
	2/3	" " " "	31 6 1/2	✓	4.33
	1/3	" " " "	1 8.	✓	
	1/4	" " " "	2 10 1/2	✗	2.62
	2	pairs drops	490 3 1/4	✓	6.50
	2	" "	489 3 1/4	✓	6.50
					898.10

0605

4.

QTY	PAIRS	DRAPE	NO.	SIZE	STATUS	PRICE
2	pairs	drapes	486	4 1/2	J	9.00
2	"	"	488	4.	J	8.00
2	"	"	643	4.	J	8.00
2	"	"	917	5 1/4	J	10.50
2	"	"	737	2 1/2	J	5.00
3	"	"	3231	3 1/2	J	10.50
3	"	"	3230	3 3/4	J	11.25
2	"	"	916	5 1/4	J	10.50
2	"	"	71	6 1/2	J	13.00
1	"	"	915	6 3/4	J	6.75
1	"	"	922	6 1/4	J	6.25
1	"	" B	7.	7.	J	7.00
1	"	"	75	3.	J	3.00
1	"	"	958	4 1/2	J	7.50
1	"	"	924	7 1/4	J	7.25
1	"	"	2789	3	J	3.00
1	"	"	726	5 3/4	J	5.75
2	"	"	884	4	J	8.00
1	"	"	928	3 1/4	J	3.25
1	"	"	1034	5	J	5.00
1	"	"	932	5 1/4	J	5.25
1	"	"	880	4	J	4.00
1	"	"	788	4	J	4.00
1	"	"	1	3 1/4	J	3.25
4	"	"	484	4 1/2	J	18.00
1	"	" only		5 1/4	J	5.25
2	"	"	2	2 3/4	J	5.50
2	"	"	5	2 3/4	J	5.50
2	"	"	22	2 3/4	J	5.50

898.10

10.85

0606

5.

				1002.85
2	pairs	drapes	687 ^{2 3/4}	J 5.50
1	"	"	2 ^{2 3/4}	J 2.75
1	"	"	6 ^{2 3/4}	J 2.75
6	"	"	2 ^{2 3/4}	J 16.50
1	"	"	445 ^{4 1/2}	J 4.50
4	"	"	4 1/2	J 18.
1	Eul	setts	19 ¹⁵	J 15.
7	"	"	799 ^{8 1/2}	J 59.50
4	Cameo	"	17 ^{17 1/2}	J 70.
4	"	"	9 ^{15.}	J 60.
3	"	"	10. ¹⁵	J 45.
1	pic	"	729 ^{5 1/2}	J 5.50
2	"	"	920 ^{4.}	J 8.
3	setts	"	920 ^{8.}	J 24.
1	"	"	915 ^{15 1/2}	J 15.50
1	"	"	1271 ^{13.}	J 13.
1	"	"	3709 ^{20.}	J 20.
1	Coral	setts	38.	J 38.
2	"	"	30.	J 60.
4	Eul	"	799 ^{8 1/2}	J 34.
6	pairs	drapes	440 ^{1.}	J 6.
1	"	"	925 ^{6 1/2}	J 6.50
1	"	"	815 ^{3 1/4}	J 3.25
1	"	"	813 ^{3 1/4}	J 3.25
1	"	"	801 ³	J 3.
2	"	"	138 ²	J 4.
1	"	"	283 ^{2 1/2}	J 2.50
2	"	"	814 ^{3 1/4}	J 6.50
				<u>1565.35</u>

0607

6

		154.35	
3	pair	drapes	798 ^{3/4} ✓ 9.75
2	"	"	381 ^{1 3/4} ✓ 3.50
3	"	"	383 2 ✓ 6.
3	"	"	384 2 ✓ 6.
6	"	"	387 2 ✓ 12.
8	"	"	385 2 ✓ 16.
9	"	"	390 ^{1 3/4} ✓ 15.75
5	setts	elbow buttons	4 1/2 ✓ 22.50
6	"	studs	2 1/4 ✓ 13.50
3	"	"	2 1/2 ✓ 7.50
1	"	"	2 3/4 ✓ 2.75
1 doz	Collar	buttons	12. ✓ 12.
23	shell	earrings	1 3/4 ✓ 40.25
1		shawl pin	1981 9. ✓ 9.
1		"	2 1/4 ✓ 2.25
3		earrings	159 ^{5 1/2} ✓ 16.50
1		"	112 ^{5 3/4} ✓ 5.75
1		"	802 4. ✓ 4.
1		"	618 ^{4 1/2} ✓ 4.50
1		"	3130 ^{4 3/4} ✓ 4.75
1		Mosaic Cross	25 ✓ 25.
1	pair	drapes	8 1/2 ✓ 8.50
1	"	" terg.	7 ✓ 7.
1	setts		920 8 ✓ 8.
1	pair	drapes	925 ^{6 1/2} ✓ 6.50
1	"	"	921 ^{8 1/2} ✓ 8.50
1	"	"	922 ^{2 3/4} ✓ 2.75
2	"	"	928 3 ✓ 6.

0608

7.

1	Rehls	910 1/2	22 1/2	J	22.50
1	"	915	15 1/2	J	15.50
1	"	953	18 1/2	J	18.50
1	"	1470	12 1/2	J	12.50
6	Cameo		4 1/2	J	27.
3	"	23	5.	J	15.
6	"	747	3 3/4	J	22.50
6	"		4 1/4	J	25.50
4	"		4.	J	16.
1	"		4 1/2	J	4.50
1	"		7	J	7.
2	"		6	J	12.
1	"		5	J	5.
1	"		3	J	3.
1	"		3 3/4	J	3.75
2	"		4.	J	8.
2	"		3 1/2	J	7.
6	amyt.		1 3/4	J	10.50
3	"	755	4 1/2	J	13.50
2	"	21	4 3/4	J	9.50
13	"		4 3/8	J	17.50
4	"		2 1/4	J	9.
1	"	26	4 1/4	J	4.25
1	"	755	4 1/2	J	4.50
2	" eucrested	630	5	J	10.
1	"	632	6.	J	6.
1	garnet		5	J	5.

~~27.66.75~~

2

0609

8

1	doublet & pearl ring	6	2166.85
2	topaz	5	✓ 6.
1 1/2 doz	amethyst	18.	✓ 10.
4	kurqewis rpearl	3 3/4	✓ 27.
2	"	7 3/4	✓ 15.
1	"	7 1/2	✓ 15.50
2	"	4 3/4	✓ 7.50
1	bauble	4 1/2	✓ 9.50
1	"	310 3	✓ 4.50
1	"	311 4	✓ 3.
1	"	798 4 1/2	✓ 4.
1	"	302 4 1/2	✓ 4.50
1	"	789 6 1/2	✓ 6.50
1	balay	1/2	✓ .50
3/4 doz	onyx	24.	✓ 18.
5 4	Carved	3	✓ 15.
1	"	4 1/2	✓ 4.50
21	"	7	✓ 147.
6	"	6	✓ 36.
12	"	4 1/2	✓ 54.
5	"	3	✓ 15.
2	"	3 3/4	✓ 7.50
2	"	8	✓ 16.
2	"	5 1/5	✓ 10.05
2	"	9 1/4	✓ 18.50
1	"	10 1/2	✓ 10.50
1	"	6	✓ 6.
1	"	8 1/2	✓ 8.50
1	"	5 1/2	✓ 5.50
5	"	2 3/4	✓ 13.75
			2664.15

9

3	Cameo rings	3	✓	266.15
4	" "	5	✓	9.
2	" "	5	✓	20.
1	" "	6	✓	10.
1	" "	5	✓	6.
1	" "	7	✓	5.
1	" "	3 3/4	✓	7.
2	intaglio "	8 1/4	✓	3.75
3	" "	6 1/4	✓	16.50
3	onyx "	6	✓	18.75
2	" "	5 3/4	✓	18.
1	" "	5 3/4	✓	11.50
8	" "	1 3/4	✓	5.75
4	" "	1 1/2	✓	14.
2	" "	4	✓	6.
6	" "	4 1/2	✓	8.
1	hematite "	8 1/2	✓	27.
1	enrusted amethyst	9	✓	8.50
1	" "	7 1/2	✓	9.
1	" "	5.	✓	7.50
1	" "	4 1/2	✓	5.
1/2 doz	studs	6	✓	3.75
1	Cross	20	✓	6.
1	pendant	14 1/4	✓	20.
2	pairs drops	2 3/4	✓	2.50
2	" "	4 1/2	✓	5.50
2.1	mosaic crosses	9 1/2	✓	97.50
1 1/6 doz	baby rings	9 1/2	✓	11.08
				2931.28
				14

0611

10.

	doz	necklaces		2931.23:
7/12			124	18. ✓ 10.50
5/12		"	133	27 ✓ 11.25
2		"	529	5 1/2 ✓ 11.
7		"	218	3 ✓ 21.
3		"	529	5 1/2 ✓ 16.50
1		"	357	6 1/2 ✓ 6.50
1		"	413	5 3/4 ✓ 5.75
1		"	530	6 ✓ 6.
1		"	377	5 1/2 ✓ 5.50
3		"	357	6 1/2 ✓ 19.50
2		"	286	5 ✓ 10.
2		"	341	3 1/2 ✓ 7.
2		"	376	6 ✓ 12.
2		"	246	6 1/4 ✓ 12.50
2		"	218	3 3/4 ✓ 7.50
1		"	320	4 ✓ 4.
1		"	308	3 ✓ 3.
1		"	325	3 3/4 ✓ 3.75
1		"	378	5 1/2 ✓ 5.50
1		"	351	4 ✓ 4.
1		"	334	2 3/4 ✓ 2.75
2		"	334	2 3/4 ✓ 5.50
1		"	334	2 3/4 ✓ 2.75
3		"	413	5 3/4 ✓ 17.25
2		"	507	6 ✓ 12.
2		"	530	5 ✓ 10.
2		"	530	6 ✓ 12.
3		"	507	5 ✓ 15.
3		"	507	6 ✓ 18.

06 12

11

12	necklaces	5113	3	✓	36.
1	"	372	5	✓	5.
6	vests	53	3	✓	18.
6	"	509	4 1/4	✓	25.50
6	"	513	4	✓	24.
6	"	540	3 3/4	✓	22.50
6	"	544	4	✓	24.
2	"	477	5	✓	10.
1	"	248	7	✓	7.
3	"	542	4	✓	12.
2	"	275	5	✓	10.
3	"	205	4	✓	12.
2	"	10	3 1/4	✓	6.50
3	"	90	4	✓	12.
3	"	277	4 1/4	✓	12.75
3	"	503	4	✓	12.
3	"	54	3 1/4	✓	9.75
3	"	17	3	✓	9.
6	"	310	3 1/4	✓	19.50
6	"		3 1/2	✓	21.
6	"	210	3 1/2	✓	21.
1	"	340	3 1/2	✓	3.50
19	pearl pins	791	1 1/4	✓	23.75
3	"	300	1 1/8	✓	3.37
3	"	140	1/2	✓	1.50
9	"	435	3/4	✓	6.75
8	"	808	3/4	✓	6.
				✓	<u>3583.60</u>

12

4	earb pins	465	63cts	✓	2.52
6	" "	379	1/2	✓	3.
2	" "	265	1 1/4	✓	2.50
2	" "	4	63	✓	1.26
3	" "	450	1/2	✓	1.50
3	" "	50.5	1/2	✓	1.50
1	" "	485	63cts	✓	.63
1	shawl pin	43	2	✓	2.
1 pair	" "	29	1 1/4	✓	1.25
3	setts buttons	816 1/2	1 3/4	✓	5.25
6	" "	834 1/2	1 1/4	✓	7.50
1	" "	872 1/2	1 1/4	✓	1.25
3	" "	874	1	✓	3.
9	" "	848 1/2	1 1/4	✓	11.25
3	" "	873 1/2	1 1/4	✓	3.75
6	" "	867	3/4	✓	4.50
18	" "	1890	1 1/8	✓	20.25
6	" "	29	1	✓	6.
4	" "	537	1 3/4	✓	7.00
6	" "	871	1 1/4	✓	7.50
6	" "	814 1/2	1 3/4	✓	10.50
8	" "	540	1 1/2	✓	12.
3	" "	854 1/2	1	✓	3.
3	" "	845	2	✓	6.
2	" "	863 1/2	3/4	✓	1.50
4	" "	870 1/2	3/4	✓	3.00
9	" "	1803	1 1/4	✓	11.25
2	" "	875 1/2	1 1/4	✓	2.50
3	" "	531	2	✓	6.
3	" "	1802	1	✓	3.

3593.60

3735.76

06 14

Jury stood 11-1
for Cons. Case ought
to be tried &

Grand Jurors in
C. Clerk's office

Schedule
in Clerk Com Pleas

Ex. in ~~Grand~~
Register Office

John

06 15

13

				3735.76
2	setts buttons	84 1/2	1	✓ 2.
3	" "	889	1	✓ 3.
3	lockets	52	4	✓ 12.
1	" no	1	6	✓ 6.
2	"	18	5	✓ 10.
1	"		3	✓ 3.
1	"	56	4 1/2	✓ 4.50
1	pair Ear rings		4 1/2	✓ 4.50
				3780.76
				945.19
	Stock — less 20%			✓ 2835.57
	Tools + Fixtures			✓ 3366.64
	Stores —			1006.82
				7209.03
	Stores of Goldsmith + Rheinamer			263.75
				7412.78
	Goods @ Crosby + Foss			254.91
				7667.69
	Stores @ Rheinamer			59.75
				7727.44

0617

Shop - Tools - Fixtures.

		Aunt food	451.64
2	Trunks	58.	1 Stove + Pipe
	Carpet	13.	12.
2	Inf Stands	2.	1 Stamp
	Signs	81.50	1.25
	Tools	2.50	Check Books
1	Stove + Pipe	8.	1 Gas Stove
	Decks + Table	20.	10.
	Wheel for Drop	3.25	15 Work Benches
	Grind Stone	10.	120.
1	Office Chair	6.	2 Polishing Laths + Drags
	Wire Mills	87.	74.50
	Baby Pin Dies	16.	2 Turning " + Laps
3	Armstrong Stands	12.	Draw Bench + Plyer
2	Vases	30.	150.
	Stools	1.10	1 Large Stock Rolls
	Office Desk + Chair	17.50	285.
	Wheels + Sinks + Barrels	15.	1 Small Bench Vice
	Office Table	21.50	5.
	Scales Weights + c	10.	1 Smelting Forge
	Bellows	1.	46.
2	Sign Plates	4.	1 Drop
3	Office Chairs	6.50	110.77
	Locks + Keys	2.	1 Foot Press
2	Office Shades	6.	75.
	Signs Sign Stock + Divided	3.79	Turnover Dies + Cutters
	Stove Kettle	1.	232.50
	Draping Die	7.	1 Large Stock Shears
4	Sample Boxes	6.	75.
	Aunt food	451.64	1 " Bench Vice
			8.
			1 Oct. Machine + fitter
			100.
			1 Set screws roller for table
			20.
			1 Trestle Machine
			18.
			1 Anvil
			11.
			Wash Basins
			.60
			3 Coal Boxes
			10.
			2 Stove Drags
			20.
			Gas fixtures for 15 Benches
			100.
			16 Draw Plates
			58.
			1 Lining Machine
			65.
			2 Round Arbors
			4.50
			1 Oval "
			2.50
			Aunt food
			2066.26

0618

Amount for 2066.26

1	Screw Plates	2.
1	Square	1.50
1	Hand Vice	2.
2	Bench Vices	1.50
1	Size Shears	3.
1	Upright	1.50
4	Twagers	.50
1	Dividers	.60
1	Saw Frame	1.25
2	Blow Pipes	.25
6	Chisels	5.
1	Small drive Stock	.50
4	Wire Arbors	2.
6	Bench Brushes	1.20
1	lot Polishing Brushes	1.
8	Putty Draw Plates	16.
12	lbs Binding Wire	6.
	Lot Small Punches	8.
1	Allen Size Stock	1.25
3	Small Twist Drills	.50
1	Sawdust Sieve	1.
	Gold Test Points & Stems	8.75
1	Magnet	.50
1	Battery for Gilding	5.
1	Separating Dish	.50
1	Block	2.
15	Stools	8.
1	Iron Pot	.50
2	Lead Calves	.25

Amount for 2148.61

Amount for 2148.61

1 doz	Porax Plates	.36
1	Living Powder	25.
3	Ball Dies	21.
3	Anvil Vices	5.
	Living Plates	7.50
2	Lead Ladles	1.50
1	Safe	262.50
	Bracket Bench Dies	119.
	Dies & Cutters	150.
	Fin Stock Pot	2.25
	Wrench & Pulling Paw	2.50
	Flour Pot	1.
1	Eye Glass	1.
1 pr	Callipers	.50
3	Wash Brushes	1.
1 pr	Plates	.50
1	Draw Tongs	1.50
2	Oil Feeders	1.
1	Mallet & Block	1.
	Glass Engraver	1.
1	Bench Vice	3.
4	Lat Files	3.
4	Oil Cans	1.
2	Cold Chisels	.50
3	Black Lead Pots	1.25
1	Glass Funnel	1.
1	Earthen Pot	.50
2	Stools	1.
1	Water Cooler	.75

Amount for 2760.72

0619

	Amount for'd	2760.72
1	Bell	.50
	Corac	1.
13	Shelves	2.50
1	Facing File	.50
3	Soldering Noets	.50
1	Box Forms	2.
2	Screw Plates	2.
5	Fin Boxes	.50
1	Acid Bottle Chest	.50
1	Lot Files + Handles	17.
1	Pitcher	.60
1	Rubber Laze	1.
1	Hammer	.50
2	Acid Bottles	.50
1	For'd	<u>2785.32</u>

	For'd	2785.32
1	Office Desk	16.
1	" " Stool + chair	5.
5	Mats	2.50
1	Safe + Covering	475.
1	Clout over safe	5.
	Packing Boxes	10.
	Clack Books	2.82
	Oil Cloth	25.
2	Gas Fixtures	12.
2	Ring Trays	<u>28.</u>
		3366.64

0620

~ Cameos ~

1 doz	Cushd. Cameos	21.	✓	0	21.
1	" " "	36.	✓	0	36.
1	" " "	27.	✓	0	27.
5/6	" " "	30.	✓	0	27.
5/6	" oval	16 3/4	✓	0	25.
11/12	" " "	18	✓	0	14.
1	" " "	18	✓	0	16.50
7/12	" " "	24	✓	0	18.
15/12	" " "	18	✓	0	14.
5/6	" " "	36.	✓	0	25.50
2 1	" " "	24.	✓	0	30.
4	" " "	10.	✓	0	48.
3/4	" " "	21.	✓	0	40.
12 pairs	" " "	8	✓	0	15.75
1 1/3 doz	intaglio's	24	✓		96.
1/2	" " "	31 1/2	✓		32.
2	" " "	21	✓		15.75
6	Cameo settings	6	✓		42.
1 1/2 doz	Cameos	7 1/2	✓		36.
2	Cameo settings	3	✓		11.25
4	doz Cameos	7	✓		6.
6	" " "	4	✓		28.
1 lot	Turquois		✓		24.
2	Cameo settings	7 1/2	✓		49.50
3	" " "	3 1/4	✓		15
4	" " "	2 1/4	✓		9.75
2	Cameos	2 1/4	✓		9.
					4.50
	Carried over.				<u>709.50</u>

0621

	Ret fwd		
			709.50
2 doz Cameos	4	✓	8.
2 " onyx	6 1/4	✓	12.50
1/3 " Cameos	13.		4.33
6 ² Aug ¹⁴ intaglio	4	✓	24.
4 gross @ cardonyx	4 1/2	✓	18.
3 5 doz " "	3 3/4	✓	11.25
2 " Cameos	8 1/2	✓	17.
48 half pearls	8 cts	✓	3.84
56 dwts. amethysts	60 cts	✓	33.60
22 mosaic crosses	4 1/2	✓	99.
34 Coral roses	90c	✓	30.60
55 dwts old gold	64		35.20
			1006.82
6 Cameo Setts ^{12.} (Golden) ^{10.}			72.
6 " " ^{9.} do. ^{10.}			54.
6 Cushion Cameos ^{2 1/2}	2 1/2		16.50
5 " " ^{2 1/2}	2 1/2		12.50
5 " " ^{1 3/4}	1 3/4		8.75
2 doz Oblong Intaglio ^{20.}			40.
			1210.54
1 doz Cushion Cameos ^{22 2/3}	22 2/3		36.
1 " " ^{20 2/3}	20 2/3		30.
1 " " ^{21 2/3}	21 2/3		31.50
			263.50

0622

Inventory of Books

Books received

to Mr. Grayson by

Paul on taking possession

May 1978

0523

New York February 28 1878
 No Post & Paid



Bought of Brown & Hobby

Manufacturers of
FINE GOLD JEWELRY,
 21 MAIDEN LANE.

WES. BROWN.
 E. H. HOBBY.

Edwin H. Hobby

PO. BOX 1854.

12	Rings	75 + 650		138		
4	"		12	48		
6	"		8	48		
9	"		9	81		
1	" Eu	10 1/2 12 16 1/2		39		
9	"		6	54		
3	"		5	15		
1	of Collar Buttons			4 25		
1/2	Studs Eu	8 . 9 . 9 . 24		25		
1 3/4	"		12	21		
3 1/4	"		12	9		
5	Pins		3 1/4	16 25		
3	"		7 1/2	22 50		
3	"		2 1/4	6 75		
2	Pad Buttons		6 1/2	13		
				54 37 5		
		10 1/4		54 37		489.38

0624

February 28 1878
Cahoon

New York March 4 1878
Mr. Post & Speer



Bought of Brown & Hobby

Manufacturers of
FINE GOLD JEWELRY,
21 MAIDEN LANE.

Wm. BROWN,
E. H. HOBBY.

P.O. BOX 1854.

9, Ring

103 1/4	96 75	
	6 50	
	103 25	
104	10 32	929 50

0625

The People of the State of New York
on the complaint of Clarence E. Sattle

against
Eugene E Post.

x¹ Clarence E. Sattle of Number 21 Maiden Lane
 City and County of New York ss.
 in the City of New York being duly
 sworn says that he is a salesman for
 the firm of Brown and Hobby com-
 posed of William S Brown and
 Edwin H Hobby manufacturers
 of jewelry at 21 Maiden Lane, that on
 the 28th day of February 1878, at the City of
 New York the defendant Eugene E
 Post with intent feloniously to
 cheat and defraud the deponent
 and the said firm of Brown and
 Hobby, did then and there feloniously
 unlawfully, knowingly and designedly
 falsely present and represent to the
 deponent that the firm of Post
 and Spear, composed of said
 defendant Eugene E Post and ~~Alfred~~
 Spear ^{and able to pay his debts} were solvent, and able
 to pay for all the goods they bought,
 and had always paid for all
 the goods they bought, and that

Safford and Fornacher (meaning thereby
 a jeweller's commercial agency at the
 City of New York) knew the condition
 of said firm and how they stood, and
 that he, said Eugene E Post, had made
 a true statement of their condition to
 them; that deponent then and there
 believing the said false pretences and
 representations so made as aforesaid
 by the said Eugene E Post, and being
 deceived thereby, was induced and
 the said firm of Brown and Hobby
 was induced, by reason of the
 said false and fraudulent pretences
 and representations so made as
 and after application to said Safford and Fornacher
 aforesaid, to deliver and did
 deliver, at the City of New York, to
 the said Eugene E Post, on the 28th
 day of February 1878 jewelry of the
 value of four hundred and eighty
 nine ³⁸/₁₀₀ dollars, on the 4th day
 of March 1878 jewelry of the value
 of ninety two ⁹³/₁₀₀ dollars, on the 8th
 day of March 1878 jewelry of the
 value of one hundred ⁸⁰/₁₀₀ dollars,
 full bills of particulars of which were
 hereto annexed as a part of the
 affidavit, of the proper valuable

0627

75 things, goods, chattels, personal property
and effects of this deponent and
the said firm of Brown and Hobby,
and the said Eugene E Post did
thence and there designedly receive
and obtain the said jewelry of this
deponent, ~~and~~ ^{at} the proper valuable
things, goods, chattels personal property
and effects of this deponent and
of the said firm of Brown and Hobby
by means of the false pretences
and representations aforesaid and
with intent feloniously to cheat
and defraud deponent and said
firm of said jewelry, personal property,
goods and effects as aforesaid.

76 Whereas in truth and in fact the
said firm of Post and Spear were
not solvent, and were not able
to pay their debts, but were utterly
insolvent and unable to pay
their debts, and ^{in truth and in fact} whereas the said
firm of Post and Spear were not
able to pay for all the goods they
bought or any part thereof, and
whereas in truth and in fact
the said Suffolk and Tomacher
did not know the condition of

0528

Safford and Formacher (meaning thereby
a ~~seller's~~ ~~commercial~~ ~~at~~

said firm of Post and Spear and
how they stood, and whereas in truth
and in fact the said Eugene & Post
had not made a true statement
of their condition to them, but had
with intent to cheat and defraud
those whom he referred to said

x 7 Safford and Formacher stated to
which stated said Safford and Formacher reported to deponent
them, that he said Post had put
a capital of fifteen thousand dollars
in the name of the said firm
of Post and Spear, his own money
x 8 which ^{capital} was intact, which statement
was entirely false and untrue,
no capital having been put in by
him, and none being in said business,
as he well knew at the time of
such statements.

And whereas in truth and in fact
the pretences and representations
so made as aforesaid by the said
Eugene & Post were in all respects
utterly false and untrue, and
whereas in truth and in fact
the said Eugene & Post well knew
the said pretences and representations
so by him made as aforesaid to
this deponent to be utterly false

0629

and untrue at the time of making
the same.

29

Deponent further says that as he is
informed and believes ^{from October 1877} ~~from~~ ^{March 1877}
to April 1878, at the City of New York, the
said Eugene S Post by similar false
representations obtained from various
manufacturers of jewelry in the
City of New York jewelry to the amount
of over twenty three thousand
dollars which he shipped as
fast as obtained to a bankrupt
Clerk named Joseph H Gale, of
Baltimore, Maryland, and received
in payment therefor with the
notes of said Gale which he
sent to his father Alfred Post
who applied or pretended to
apply them to the payment of
past due indebtedness as alleged
of Post and Spear to him.

Deponent says that the said firm
of Post and Spear were about the
24th day of April 1878 forced into
involuntary bankruptcy and
that by the schedules and
proofs in the proceedings therein
the said firm were shown

the goods they bought, and that

0630

to have been entirely insolvent at the time of the aforesaid representation and to have been indebted above their assets in the amount of seventy thousand dollars. Deponent says that on the 20th day of April 1878 said Post and Speer made an insolvent assignment to Henry Evdet.

Sworn to before me this 9th day of June 1879.
Stephen Pell

Clarence E. Settle

Notary Public
San Joaquin Co California

N.B. all places marked X interlined before sworn - X 1 to X 9
J. Bell
Notary Public

16/10/79

The People &c
on the complaint of
C. E. Settle
vs
Eugene E. Post.
Complainant.

0631

New York, Oct 24th 1874

M. Post & Spear

Bought of J. B. MATHEWSON & Co.,
Manufacturers of Jewelry,

TERMS
With Exchange on N. Y.

P. O. Box 3517.

No. 20 MAIDEN LANE.

1	Caro Set En. 693, 694	450
3	657. Stud " 1050	3150
3	Pair En. 635 416	3400
3	Pa. 717 Stud 1050	3150
6	" 484 Drop 450	2700
12	" 631 " 300	3600
6	" 633 7 Buttons 375	1950
3	" En. 635, 657 682 467	4857
2	" 2 Cuff Pair 535	1050
3	" 675 " " 525	1575
6	" 675 " " 350	2100
6	" 716. Stud Pair 750	4500
3	706 " " 750	2250
3	En. 11, 12 375 Crown	1125
2	Pa 619 Drop 450	900
1	" 643, 644, 450	900
6	6. Ring fancy 550	3300
6	3 " " 600	3600
3	do 17 Ring 350	1050
3	" Stud Sealstone Band 475	1425
3	" Ball Stud 1, 2, 3 450	1350
3	" En " 634, 657, 652 850	11250
3	" " 663, 664, 50 67	9600
6	En. oval Sign. Lockets 1, 1 1/2, 2, 3, 4, 5	11325
6	" " " " 1, 1 1/2, 2, 3, 4, 5	11850

duplicate

157

1028.62
157.79

574.53

Joseph B. Mathewson Pardon O.S.
Charles H. Johnson 12.25
Henry A. Johnson P.S. 25

0632

New York ~~over 100~~ 1874

M. Post & Spear

Bought of J. B. MATHEWSON & Co.,

Manufacturers of Jewelry,

TERMS, _____ }
With Exchange on N. Y.

P. O. Box 3517.

No. 20 MAIDEN LANE.

6 B 3 cuff Ring 351

1 " 2 " "

dupl. cert.

93 75

5 75

25 50

151

14 74 93

0633

New York, Nov 3^d 1877

M. Post & Co.

Bought of J. B. MATHEWSON & Co.,

Manufacturers of Jewelry,

TERMS, _____
With Exchange on N. Y. }

P. O. Box 3517.

No. 20 MAIDEN LANE.

8 B Small Ample 40⁰

Articles 151

3860
540 3060

0634

M. Post

The People of the State of New York
on the complaint of Charles H S Hubbard
against
Eugene E Post.

City and County of New York ss. Charles
H S Hubbard of Number 20 Maiden
Lane in the City of New York being
duly sworn says that he is a member
of the firm of J B Mathewson and
Company, composed of Joseph B
Mathewson, Henry A Monroe and
this deponent, doing business as
manufacturers of jewelry at said
place; that on ^{or about} the 20th day of ~~September~~ ^{October}
1877, at the City of New York, the
defendant Eugene E Post, with
intent feloniously to cheat and
defraud this deponent and the
said firm of J B Mathewson
and Company, did then and
there feloniously, unlawfully,
knowingly and designedly, falsely
pretend and represent to this
deponent that the firm of Post
and Spear, composed of said
defendant Eugene E Post and
Adolphus B Spear had then in

0635

business a capital of thirty thousand dollars, at the risk of the business, that they did not owe more than five thousand dollars, and that above all contingencies the capital of said firm was twenty five thousand dollars; that deponent then and there believing the said false representations so made as aforesaid by the said Eugene E Post, and being deceived thereby, was induced by reason of the said false pretences and representations did deliver to the said Defendant Eugene Post, at the City of New York, on the 24th day of October 1877, jewelry of the value of eight hundred and seventy four $\frac{33}{100}$ dollars, and on the 27th day of October 1877 jewelry of the value of twenty four $\frac{3}{100}$ dollars, and on the 31st day of October 1877 jewelry of the value of fifty nine $\frac{92}{100}$ dollars, and on the 3rd day of November 1877 jewelry of the value of thirty $\frac{60}{100}$ dollars, full bill of particulars of which are hereto annexed as a part of this affidavit, of the proper valuable things, goods, chattels

0636

personal property and effects of deponent and the said firm of J B Matthews and Company, and the said Eugene E Post did then and there designedly and feloniously obtain and receive and obtain the said jewelry, goods personal property and effects of deponent and the said firm of J B Matthews and Company by means of the false pretences and representations aforesaid, and with intent feloniously to cheat and defraud deponent and said firm of the said jewelry, goods, personal property and effects as aforesaid.

Whereas in truth and in fact ~~the~~ said firm of Post and Spear did not then have in business, or at any time, a capital of thirty thousand dollars, at the risk of the business, or any capital whatever, and whereas in truth and in fact the said firm of Post and Spear did then owe more than the sum of five thousand dollars and more than the sum of twenty thousand dollars, and whereas in truth and in fact the capital of said firm was not twenty five thousand

0637

dollars above all contingencies, or any sum whatever, and whereas in truth and in fact the said firm and the members thereof were entirely insolvent. And whereas in truth and in fact the pretences and representations so made as aforesaid by the said Eugene E Post to this deponent were in all respects utterly false and untrue, and whereas in truth and in fact the said Eugene E Post well knew the said pretences and representations so by him made as aforesaid to this said deponent to be utterly false and ^{untrue} at the time of making the same.

Deponent further says that, as he is informed and verily believes, the said defendant Eugene E Post, between the 1st day of October and the 1st day of April 1878, obtained from various merchants and jewelers in the City of New York, by similar false and fraudulent representations jewelry of the value of more than twenty three thousand dollars, which goods he shipped as soon as received to one Joseph

0630

W. Cole, a clerk and bankrupt at Baltimore Maryland, and received in payment thereof four month notes of said Cole, which he agreed to extend if required, which notes were delivered to one Alfred Post, the father of the defendant Eugene E. Post who applied, or pretended to apply, them to the payment of an alleged past due indebtedness of Post and Spier to him said Alfred Post.

Deponent further says that on the 24th day of April 1878 the said firm of Post and Spier were forced into involuntary bankruptcy and that the proofs and schedules show them to have been utterly insolvent and their liabilities to exceed their assets by seventy thousand dollars; that on the 20th day of April 1878 said Post and Spier made an insolvent assignment to Henry Godet.

Charles N. Ketchum

Sworn to before me this

Sixth day of June 1879

at New York on the 14th line of first page

intended before court was taken

Chas. N. Ketchum

Satony Justice

KINGS COUNTY.

Certificate on file in New York County.

0639

18/6/54

The People vs
on the complaint of
Charles W. Hubbard
70 Maudslayi Lane
against
Eugene E. Post.

Complaint.

0540

CITY AND COUNTY }
OF NEW YORK, } 88.

THE JURORS OF THE PEOPLE OF THE STATE OF NEW YORK,
in and for the body of the City and County of New York, upon
their Oath, present:

That

Eugene E Post

late of the First Ward of the City of New York, in the County of New York, aforesaid
on the *twenty eighth* day of *February* in the year of our Lord
one thousand eight hundred and seventy-eight, at the Ward, City and County
aforesaid, with force and arms, on the day and year last aforesaid, with intent feloni-
ously to cheat and defraud ~~one~~ *William S Brown and*
Edwin H Hobby then and there doing business
under the firm name of Brown and Hobby

did then and there feloniously, unlawfully, knowingly, and designedly, falsely pretend
and represent to *them the said William S Brown*
and Edwin H Hobby then and there doing
business under the said firm name of
Brown and Hobby

That he the said *Eugene E Post* and *Adolphus B*
Spears then and there composing the firm of
Post and Spears and doing business as merchants
at the City of New York under the firm name of
Post and Spears were solvent and able to pay
for all the goods they bought (meaning thereby that
the said *Eugene E Post* and the said *Adolphus*
B Spears then and there composing the firm of
Post and Spears and doing business as merchants
at the City of New York under the firm name of *Post*
and Spears had on said *twenty eighth* day of *February*
above all their just debts and liabilities sufficient
capital and money invested in and dedicated to
the use and purpose of said business, and sufficient
money and capital to pay for all goods which they
purchased as the indebtedness therefor accrued, and
that they had always paid for all the goods they bought,
(meaning thereby that the said *Eugene E Post* and the
said *Adolphus B Spears* composing the said firm
of *Post and Spears* and doing business at the City of
New York as merchants under the firm name of
Post and Spears had always paid for all the goods
purchased by them as the indebtedness therefor accrued
and were not indebted for any goods purchased by them)
that *Sufford and Fornuchon* (meaning thereby *Belvid*
E. Sufford and *Joseph Fornuchon*, composing the
firm of *Sufford and Fornuchon* and doing business

at the City of New York, in a ~~written~~ commercial conveyance (the condition of the firm (meaning thereby the said firm of Post and Spear composed of the said Eugene E. Post and the said Adolphus B. Spear) and that he (said Eugene Post thereby meaning) had made a true statement to them (the said David L. Stafford and Joseph F. MacMahon composing the said firm of Stafford and MacMahon thereby meaning) of the condition of said firm (meaning thereby the said firm of William S. Brown and Edwin H. Hobby) then and there believing the said false pretences and representations so made as aforesaid by the said Eugene E. Post

and being deceived thereby, was induced, by reason of the false pretences and representations so made as aforesaid, to deliver, and did then and there deliver to the said Eugene E. Post jewelry consisting of eighty eight rings of the value of six hundred and thirty eight dollars and twenty five cents, twelve collar buttons of the value of seven dollars and fifty cents, fifty four studs of the value of fifty five dollars, eleven pins of the value of forty five dollars and fifty cents, two pair of sleeve buttons of the value of thirteen dollars in all of the aggregate value of seven hundred and fifty nine dollars of the proper moneys, valuable things, goods, chattels, personal property and effects of the said William S. Brown and Edwin H. Hobby doing business under the firm name of Brown and Hobby and the said Eugene E. Post did then and there designedly receive and obtain the said jewelry, rings, collar buttons, studs, pins, sleeve buttons, and other property above mentioned

of the said William S. Brown and Edwin H. Hobby then and there doing business under the firm name of Brown and Hobby of the proper moneys, valuable things, goods, chattels, personal property and effects of the said William S. Brown and Edwin H. Hobby then and there doing business under the firm name of Brown and Hobby by means of the false pretences and representations aforesaid, and with intent feloniously to cheat and defraud the said William S. Brown and Edwin H. Hobby then and there doing business under the firm name of Brown and Hobby of the same. Said jewelry, rings, collar buttons, studs, pins, sleeve buttons, and other property above mentioned.

said firm of Post and Spear composed of said Eugene E. Post and said Adolphus B. Spear

And Whereas, in truth and in fact, the said Eugene E Post and the said Adolphus B Spear composing the said firm of Post and Spear and doing business as merchants at the City of New York under the firm name of Post and Spear were not on said twentieth day of February aforesaid and were not able to pay for all the goods they bought or any goods whatever, and whereas in truth and in fact the said Eugene E Post and the said Adolphus B Spear composing the said firm of Post and Spear and doing business as merchants at the City of New York under the firm name of Post and Spear had not on said twentieth mentioned day sufficient capital and money invested in and dedicated to the uses and purposes of said business above all their past debts and liabilities and had not sufficient money and capital to pay for all or any of the goods which they purchased as the indebtedness therefor accrued and were indebted in an amount exceeding seventy thousand dollars for goods purchased by them, and whereas in truth and in fact the said Eugene E Post and the said Adolphus B Spear composing the said firm of Post and Spear and doing business as merchants in the City of New York had not always or at any time paid for the goods they had bought but were then and there indebted in a large amount exceeding the sum of seventy thousand dollars therefore and had not paid for all or any of the goods purchased

And Whereas, in truth and in fact, the pretences and representations so made as aforesaid, by the said Eugene E Post to the said William S Brown and Edwin H Hobby and their doing business under the firm name of Brown and Hobby in all respects utterly false and untrue, to wit, on the day and year last aforesaid, at the Ward, City, and County aforesaid:

And Whereas, in fact and in truth the said Eugene E Post well knew the said pretences and representations so by him made as aforesaid to the said William S Brown and Edwin H Hobby and their doing business under the firm name of Brown and Hobby to be utterly false and untrue at the time of making the same, and

And so the Jurors aforesaid, upon their oath aforesaid, do say, that the said Eugene E Post by means of the false pretences and representations aforesaid, on the day and year last aforesaid, at the Ward, City and County aforesaid, feloniously, unlawfully, falsely, knowingly and designedly, did receive and obtain from the said William S Brown and Edwin H Hobby doing business under the said firm name of Brown and Hobby said jewelry, draps, collar buttons studs, pins sleeve buttons, and other property above mentioned

of the proper moneys, valuable things, goods, chattels, personal property, and effects of the said William S Brown and Edwin H Hobby and their doing business under the firm name of Brown and Hobby with intent feloniously to cheat and defraud them of the same, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

BENJ. K. PHELPS, District Attorney.

It is the duty of the juror to find all the facts as they are and not to speculate on the merits of the case. The juror is to find the facts as they are and not to speculate on the merits of the case. The juror is to find the facts as they are and not to speculate on the merits of the case.

Composed of said Eugene E Post and Adolphus B Spear and doing business under the firm name of Post and Spear

0643

96

Filed 17 day of Dec 1879
Pleas Chas. Dudley (vs)

Obtaining Goods by False Pretences

THE PEOPLE

vs.

B

Engene E. Peck.

BENJ. K. PHELPS,

District Attorney.

A TRUE BILL.

W. A. Menden

Foreman.

~~James T. Peck~~

~~James T. Peck~~

50-00-50



0644

CITY AND COUNTY }
OF NEW YORK, } ss.

THE JURORS OF THE PEOPLE OF THE STATE OF NEW YORK,
in and for the body of the City and County of New York, upon
their Oath, present:

That
Eugene E Post

late of the First Ward of the City of New York, in the County of New York, aforesaid
on the *twenty fourth* day of *October* in the year of our Lord
one thousand eight hundred and seventy *eight*, at the Ward, City and County
aforesaid, with force and arms, on the day and year last aforesaid, with intent feloniously to cheat and defraud ~~on~~ *Joseph B Mathewson*

Henry A Monroe and Charles H S
Hubbard then and there doing business
under the firm name of J B Mathewson and
Company
did then and there feloniously, unlawfully, knowingly, and designedly, falsely pretend
and represent to *them, the said Joseph B Mathewson*
Henry A Monroe, and Charles H S Hubbard
doing business under the said firm name,
of J B Mathewson and Company

That *he the said Eugene E Post and Adolphus*
B Spear, then and there composing the
firm of Post and Spear, and doing business
as merchants in the City of New York under
the firm name of Post and Spear, had
then in business a capital of thirty thousand
dollars at the risk of the said business,
(meaning thereby that he the said Eugene
E Post and the said Adolphus B Spear,
then and there composing the firm of
Post and Spear, and doing business as merchants
in the City of New York under the firm name
of Post and Spear, were worth over and
above all their just debts and liabilities,
on said twenty fourth day of October in the
year of our Lord one thousand eight hundred
and seventy eight, the sum of thirty thousand
dollars, all dedicated to the use and purposes
of their said business as merchants,) that
they did not owe more than five thousand

dollars (meaning thereby that on said twenty fourth day of
 October, the said Eugene E. Post, and the said Adolphus B
 Spear, then and there composing said firm of Post and
 Spear, and doing business as merchants at the City of New York
 under said firm name of Post and Spear did not exceed
 the sum of five thousand dollars, and that above all
 contingencies the capital of said firm was twenty five
 thousand dollars (meaning thereby that they had all together
 And the said
 Joseph B. Mathewson, Henry A. Monroe and
 Charles H. S. Hubbard then and there doing business
 under the firm name of J. B. Mathewson and Company
 then and there believing the said false pretences and representations
 so made as aforesaid by the said Eugene E. Post

and being deceived thereby, was induced, by reason of the false pretences and represen-
 tations so made as aforesaid, to deliver, and did then and there deliver to the said

Eugene E. Post jewelry, consisting of eleven
 sets of three links, one hundred and twenty nine
 dollars, forty cents of the value of one hundred
 and eighty seven dollars and twenty five cents, thirty
 three pairs of earrings of the value of one hundred
 and forty eight dollars and fifty cents, fifteen pairs of
 sleeve buttons of the value of sixty three dollars and thirty
 seven cents, nine crosses of the value of forty eight dollars
 and twenty four cents, four studs of the value of thirty
 four dollars and twenty four cents, three lockets of the value of
 forty eight dollars and twenty four cents, and twenty four
 sets of the value of two hundred and fifty five
 dollars, and two watches of the value of two hundred and fifty
 dollars, and other jewelry, goods, chattels, personal property and effects

of the said Joseph B. Mathewson, Henry A. Monroe
 and Charles H. S. Hubbard then and there doing business
 under the firm name of J. B. Mathewson and Company
 and the said Eugene E. Post did then

and there designedly receive and obtain the said jewelry and other property
 above mentioned, sets, pairs, earrings, sleeve buttons,
 crosses, rings, bands, studs, lockets, collar buttons,
 and other property above mentioned,

of the said Joseph B. Mathewson, Henry A. Monroe
 and Charles H. S. Hubbard doing business under
 the said firm name of J. B. Mathewson and
 Company of the proper moneys, valuable things, goods, chattels, personal property and effects

of the said Joseph B. Mathewson, Henry A. Monroe
 and Charles H. S. Hubbard then and there doing
 business under the firm name of J. B. Mathewson and Company
 by means

of the false pretences and representations aforesaid, and with intent feloniously to cheat
 and defraud the said Joseph B. Mathewson, Henry A. Monroe
 and Charles H. S. Hubbard doing business under
 the firm name of J. B. Mathewson and Company
 of the same said jewelry and other property above
 mentioned, sets, pairs, earrings, sleeve
 buttons, crosses, rings, bands, studs, lockets,
 collar buttons, and other property above
 mentioned,

Adolphus Spear composing the said firm of Post and Spear and doing business as merchants at the City of New York under said firm name of Post and Spear did not exceed the sum of five thousand dollars and that above all contingencies the capital of said firm was twenty five thousand dollars (meaning thereby that they had all together) and the said Joseph B. Mathewson, Henry A. Monroe and Charles H. S. Hubbard then and there doing business under the firm name of J. B. Mathewson and Company then and there believing the said false pretences and representations so made as aforesaid by the said Eugene E. Post and being deceived thereby, was induced, by reason of the false pretences and representations so made as aforesaid, to deliver, and did then and there deliver to the said Eugene E. Post jewelry, consisting of eleven sets of three links, one hundred and twenty nine dollars, forty cents of the value of one hundred and eighty seven dollars and twenty five cents, thirty three pairs of earrings of the value of one hundred and forty eight dollars and fifty cents, fifteen pairs of sleeve buttons of the value of sixty three dollars and thirty seven cents, nine crosses of the value of forty eight dollars and twenty four cents, four studs of the value of thirty four dollars and twenty four cents, three lockets of the value of forty eight dollars and twenty four cents, and twenty four sets of the value of two hundred and fifty five dollars, and two watches of the value of two hundred and fifty dollars, and other jewelry, goods, chattels, personal property and effects of the said Joseph B. Mathewson, Henry A. Monroe and Charles H. S. Hubbard then and there doing business under the firm name of J. B. Mathewson and Company and the said Eugene E. Post did then and there designedly receive and obtain the said jewelry and other property above mentioned, sets, pairs, earrings, sleeve buttons, crosses, rings, bands, studs, lockets, collar buttons, and other property above mentioned, of the said Joseph B. Mathewson, Henry A. Monroe and Charles H. S. Hubbard doing business under the said firm name of J. B. Mathewson and Company of the proper moneys, valuable things, goods, chattels, personal property and effects of the said Joseph B. Mathewson, Henry A. Monroe and Charles H. S. Hubbard then and there doing business under the firm name of J. B. Mathewson and Company by means of the false pretences and representations aforesaid, and with intent feloniously to cheat and defraud the said Joseph B. Mathewson, Henry A. Monroe and Charles H. S. Hubbard doing business under the firm name of J. B. Mathewson and Company of the same said jewelry and other property above mentioned, sets, pairs, earrings, sleeve buttons, crosses, rings, bands, studs, lockets, collar buttons, and other property above mentioned,

0647

Beane
James T. Beane
1879

No. 1111
Filed *17* day of *June* 187*9*
Pleas'd *Wm. Gully* 25/

Obtaining Goods by False Pretences

THE PEOPLE
vs.
B
Eugene E. Post.

BENJ. K. PHELPS,
District Attorney.

A True Bill.
Wm. Gully
Foreman.

0648

CITY AND COUNTY }
OF NEW YORK, } ss.

THE JURORS OF THE PEOPLE OF THE STATE OF NEW YORK,
in and for the body of the City and County of New York, upon
their Oath, present:

That *Eugene E Post*

late of the First Ward of the City of New York, in the County of New York, aforesaid
on the *thirtieth* day of *March* in the year of our Lord
one thousand eight hundred and seventy-*eight*, at the Ward, City and County
aforesaid, with force and arms, on the day and year last aforesaid, with intent feloni-
ously to cheat and defraud one *William H Ball*

did then and there feloniously, unlawfully, knowingly, and designedly, falsely pretend
and represent to *him the said William H Ball*

That he the said *Eugene E Post* and *Adolphus B Spear* then and there composing the firm of *Post and Spear* and doing business as merchants at the City of New York under the firm name of *Post and Spear*, were solvent and able to pay all that they owed (meaning thereby that he the said *Eugene E Post* and the said *Adolphus B Spear* then and there composing the firm of *Post and Spear* and doing business as merchants at the City of New York under the firm name of *Post and Spear* had above all their just debts and liabilities on said *thirtieth* day of *March* sufficient capital and money invested in and dedicated to the uses and purposes of said business, and had sufficient sufficient money to pay all their just debts and liabilities as they accrued) that *Safford and Fornachon* (meaning thereby *Deloid Safford and Joseph Fornachon* composing the firm of *Safford and Fornachon* and doing business at the City of New York as a jeweller's commercial agency) knew all about their affairs (the affairs of said *Eugene E Post* and *Adolphus B Spear* thereby meaning) and that he (the said *Eugene E Post* thereby meaning) had made a true statement to them (the said *Deloid Safford* and *Joseph Fornachon* composing the said firm of *Safford and Fornachon* thereby meaning)

0649

of their affairs and the condition of said firms,
(meaning thereby the affairs of the said Eugene E
Post and the said Adolphus B Spear, and the
said firm of Post and Spear)

And the said *William H Bull*

then and there believing the said false pretences and representations
so made as aforesaid by the said *Eugene E Post*

and being deceived thereby, was induced, by reason of the false pretences and represen-
tations so made as aforesaid, to deliver, and did then and there deliver to the said
Eugene E Post jewelry consisting of
one pair of Roman bands of the value
of seventy five dollars and one pair of
Roman bands of the value of seventy
dollars, of the aggregate value of one
hundred and forty five dollars

of the proper moneys, valuable things, goods, chattels, personal property and effects
of the said *William H Bull*
and the said *Eugene E Post* did then
and there designedly receive and obtain the said jewelry, Roman
bands and other property above
mentioned

of the said *William H Bull*

of the proper moneys, valuable things, goods, chattels, personal property and effects
of the said *William H Bull*

by means
of the false pretences and representations aforesaid, and with intent feloniously to cheat
and defraud the said *William H Bull*

of the same said jewelry, Roman bands and
other property above mentioned.

0651

Bill

Filed 17 day of Dec 1879
Plends for *Smith*

THE PEOPLE

Obtaining Goods by False Pretences

vs.

B

Engene E. P. et al.

com'ly ct June 24/79

BENJ. K. PHELPS,

District Attorney.

Rec'd in name of Engene E. P. et al.

A True Bill.

W. H. Anderson

Foreman.

Superseded

Rec'd from P.O. Feb 19/79

Good
John W. Fitzhugh
FOR THE PEOPLE

CITY AND COUNTY }
OF NEW YORK, } ss.

THE JURORS OF THE PEOPLE OF THE STATE OF NEW YORK,
in and for the body of the City and County of New York, upon
their Oath, present:

That herebefore, to wit on the thirtieth day of
march in the year of our Lord one thousand
eight hundred and seventy eight one Eugene E.
Post and one Adolphus B. Spear were engaged in busi-
ness as merchants at the city of New York in the County
of New York aforesaid under the firm name of Post
and Spear, and had been in said business so engaged
for a long time prior thereto. And the jurors aforesaid upon
their oath aforesaid do further present: that the said Eugene E. Post
late of the First Ward of the City of New York, in the County of New York, aforesaid
on the said thirtieth day of march in the year of our Lord
one thousand eight hundred and seventy eight, at the Ward, City and County
aforesaid, with force and arms, on the day and year last aforesaid, with intent felon-
iously to cheat and defraud one

William H. Ball

did then and there feloniously, unlawfully, knowingly, and designedly, falsely pretend
and represent to

him the said William H. Ball

That the the said Eugene E Post and the said Adolphus B Spear
had commenced business as aforesaid under the firm name
aforesaid, about one year prior to the twenty first day
of September in the year one thousand eight hundred and
seventy seven, with an unincumbered capital of fifteen thous-
and dollars, all dedicated to the uses and purposes of
the business aforesaid; and that on the said twenty first
day of September 1877, and also on the said thirtieth day
of march 1878, the said capital of fifteen thousand
dollars had been in no wise impaired, but on the
contrary, that at some time prior to said twenty first day
of September 1877, said capital had been increased, and
on said last mentioned day, and on said thirtieth day of
march 1878 amounted to some sum of money in excess
of twenty five thousand dollars; and that there was
outstanding in the business of said firm on said twenty first
day of September 1877, and also on said thirtieth day of March
1878 from fifteen thousand to eighteen thousand dollars;
(meaning thereby that there was on each of both said last mention-
ed days owing to the said firm from some person or persons
to the jurors aforesaid unknown divers sums of money amount-
ing in all to at least fifteen thousand dollars; and that on said
twenty first day of September 1877, and also on said thirtieth day
of march 1878, the said firm only owed about five thousand
dollars. (meaning thereby that the total indebtedness of said

0653

firm on each of said last mentioned dates, exceeded slightly
that all the sum of five thousand dollars, and that the original cap-
ital of said firm, amounting as aforesaid to fifteen thousand dollars,
had been contributed solely by him the said Eugene E. Post, and that on
said twenty first day of September in the year 1877, and also on said thirtieth
day of March in the year 1878, he the said Eugene E. Post was worth over and
above all his just debts and liabilities of any kind soever ~~and~~ as
an individual or a member of said firm, or otherwise, as much as ~~eighteen~~
thousand dollars: and that on said thirtieth day of March 1878, the said
firm of Post and Spear was prosperous and solvent, and able to pay all
its just debts and liabilities - And the said William H. Ball
then and there believing the said false pretences and representations
so made as aforesaid by the said

Eugene E. Post

and being deceived thereby, was induced, by reason of the false pretences and represen-
tations so made as aforesaid, to deliver, and did then and there deliver to the said

Eugene E. Post and Adolphus B. Spear, constituting the

firm of Post and Spear certain articles
of jewelry, to wit one pair of Roman bands
of the value of seventy five dollars, and one
other pair of Roman bands of the value of seventy dollars,
of the proper ~~money~~, valuable things, goods, chattels, personal property and effects
of the said William H. Ball
and the said Eugene E. Post did then
and there designedly receive and obtain the said

articles of jewelry

of the said William H. Ball

of the proper ~~money~~, valuable things, goods, chattels, personal property and effects
of the ~~said~~ William H. Ball

by means
of the false pretences and representations aforesaid, and with intent feloniously to cheat
and defraud the said

William H. Ball

of the same.

Whereas in truth and in fact on said thirtieth
day of March in the year one thousand eight
hundred and seventy eight, the said firm
of Post and Spear was not prosperous, but on the
contrary was unprosperous, and was not solvent, but
was as the said Eugene E. Post then and there well
knew, insolvent, and was not able to pay its
just debts and liabilities nor any considerable
portion thereof.

0655

BOX:

11

FOLDER:

140

DESCRIPTION:

Prince, Delia

DATE:

04/27/80



140

0656

257

Wm. W. ...

Filed 27 day of April 18 80

Pleads *Not Guilty - (2P)*

THE PEOPLE

vs.

11/156
112
Rossell
P
Delia Prince

Felony Assault and Battery.

BENJ. K. PHELPS,

District Attorney.

book put on cal. until
the complt. is found
A True Bill. *Ly.*

H. S. Taylor

Foreman.

Part Two - May 6 - 1880

~~*P. ...*~~
Tried & convicted AOB.
Backlog on her verbal recognition
Sentence suspended.
May 11, 1880.

0657

Form

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

Police Court—First District.

Mary Phillips

of No. 112 Roosevelt Street, being duly sworn, deposes and says.

that on the 20th day of April 1880,

at the City of New York, in the County of New York, she was violently and feloniously assaulted and
beaten by Delia Prince

now present.

who did willfully and maliciously strike
deponent one violent blow on the head with
the sharp side of an axe then and there held
in her hand causing a serious wound

Deponent believes that said injury, as above set forth, was inflicted by said

Delia Prince

with the felonious intent to take the life of deponent, or to do ^{deponent} ~~her~~ bodily harm, and without any justification
on the part of the said assailant:

Wherefore this deponent prays that the said assailant may be ~~dealt~~ dealt with according
to law.

her
Mary X Phillips
mark

Sworn to, before me, this 21
day of April 1880.
J. J. McCall
Police Justice.

0658

Police Court, First District.

CITY AND COUNTY } ss.
OF NEW YORK.

Delia Pruce being duly examined before the under-
signed, according to law, on the annexed charge; and being informed that he was
at liberty to refuse to answer any question that may be put to her, states as follows, viz:

Question. What is your name?

Answer. Delia Pruce

Question. How old are you.

Answer. 36 years

Question. Where were you born?

Answer. Belmont

Question. Where do you live?

Answer. 112 Room 110

Question. What is your occupation?

Answer. Keep home.

Question. Have you anything to say, and if so, what,—relative to the charge
here preferred against you?

Answer. She is always
calling me a whore &
a bitch and is always
fighting me. Her
daughters hit me and
they both came at me
and I struck her with
a stick in self defense.
I didn't strike her
with the axe.

Delia Pruce
Pruce

Taken before me, this 11th day of April 1887
J. J. McLaughlin
POLICE JUSTICE

0659

COUNSEL FOR COMPLAINANT:

Name
Address

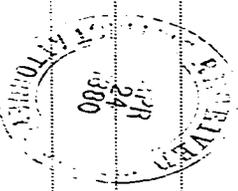
COUNSEL FOR DEFENDANT:

Name
Address

Police Court—First District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF
Amdavit—Felonious Assault and Battery.

1. *Mary Phillips*
Wm. Bennett
John Linnell



2. _____
3. _____
4. _____
5. _____
6. *2 April 1880*

Kilbuck Magistrate.
H. Coor Officer.
H. Lee Clerk.

Witnesses, *Emma Phillips*
H. Bennett
H. Bennett

Wm. Bennett
at General Sessions
Wm. Bennett in answer

Received at Dist. Atty's Office,

BAILED.

No. 1, by

Residence,

No. 2, by

Residence,

No. 3, by

Residence,

No. 4, by

Residence,

No. 5, by

Residence,

No. 6, by

Residence,

0660

CITY AND COUNTY } ss.
OF NEW YORK, }

THE JURORS OF THE PEOPLE OF THE STATE OF NEW YORK,
in and for the body of the City and County of New York,
upon their Oath, present :

That *Delia Prince*

late of the City of New York, in the County of New York, aforesaid, on the
twentieth day of *April* in the year of our Lord
one thousand eight hundred and *eighty* with force and arms, at the City and
County aforesaid, in and upon the body of *Mary Phillips*
in the peace of the said people then and there being, feloniously did make an assault
and *her* the said *Mary Phillips*
with a certain *axe*
which the said

Delia Prince
in *her* right hand then and there had and held, the same being a deadly and
dangerous weapon, wilfully and feloniously did beat, strike, stab, cut, and wound
with intent *her* the said *Mary Phillips*
then and there, feloniously and wilfully to kill, 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 Jurors aforesaid, upon their Oath aforesaid, do further present : That
afterwards, to wit, on the day and in the year aforesaid, at the City and County
aforesaid, the said *Delia Prince*
with force and arms, in and upon the body of the said *Mary Phillips*
then and there being, wilfully and feloniously did make an
assault and *her* the said *Mary Phillips*
with a certain *axe* which the said

Delia Prince in *her* right hand, then and there
had and held, the same being then and there a sharp, dangerous weapon, wilfully
and feloniously, and without justifiable and excusable cause, did then and there beat,
strike, stab, cut, and wound, with intent to then and there wilfully and feloniously
do bodily harm unto *her* the said *Mary Phillips*
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.

THIRD COUNT.

And the Jurors aforesaid, upon their Oath aforesaid, do further present : That
afterwards, to wit, on the day and in the year aforesaid, at the City and County afore-
said, the said

Delia Prince
with force and arms, in and upon the body of *Mary Phillips*
in the peace of the said people then and there being, feloniously, did make another
assault and *her* the said *Mary Phillips*
with a certain *axe*

which the said
Delia Prince in *her* right
hand then and there had and held, wilfully and feloniously did beat, strike, stab, cut,
and wound, the same being, such means and force as was likely to produce the death
of *her* the said *Mary Phillips* with intent *her* the

0661

said *Mary Phillips* then and there feloniously and wilfully to kill, 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.

FOURTH COUNT.

And the Jurors aforesaid, upon their Oath aforesaid, do further present: That afterwards, to wit, on the day and in the year aforesaid, at the City and County aforesaid, the said

Julia Prince with force and arms, in and upon the body of the said *Mary Phillips* then and there being, wilfully and feloniously, did make another assault and *her* the said *Mary Phillips* with a certain *axe* which the said *her* in *her* right hand then and there had and held, the same being then and there a deadly weapon, wilfully and feloniously did then and there beat, strike, stab, cut and wound, with intent to then, and there wilfully and feloniously maim *her* the said *Mary Phillips* 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.

BENJ. K. PHELPS, District Attorney.

257
 Filed 27 day of April 1880
 Pleads *Not Guilty - (20)*
 THE PEOPLE
John H. P. P. P.
Julia Prince
 FELONIOUS ASSAULT AND BATTERY.

BENJ. K. PHELPS,
 District Attorney.

*brock had on call, wanted
 the copy, in front of
 A TRUE BILL. done*

W. J. Taylor
 Foreman.

Clark Clum - May 6 - 1880

*Printed & arranged by
 H. B. F. on his own account
 New York (New York)*

May 11, 1880.