

0662

BOX:

9

FOLDER:

123

DESCRIPTION:

Bristow, Isaac

DATE:

04/09/80



123

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~~Surrender and
Rebailed by
Peter & Nevius
Nevius
11 South St
New York
\$3000~~

Recd
4/16/80

July 14th 1882. This indictment was filed April 13, 1880. Counsel for the prosecution in a letter herewith filed dated July 13, 1882 recommended that the case be dismissed, expressing the opinion that the prosecution can not be sustained. As the leave of the court to enter a nolle prosequi on this indictment for the above reasons.

John H. Kern
Dist Atty

~~May 27th 1880~~
Day of Trial,
Counsel, ~~J. H. Fellows~~
Filed 9 day of April 1880.
Pleads ~~Not Guilty (16)~~

May 25
Pr 2

THE PEOPLE
vs. ~~B~~

Isaac Bristow
Chely 20/82
Killed Mary (enticed)
F. Spruce 12 1880

BENJ. K. PHELPS,

District Attorney

Thursday
20

A True Bill.

Part in May 26, 1880
bail forfeited.

N. S. Taylor Foreman

F. Spruce 13. 1880.

Embodiment.

State of New York,
City and County of New York & C. S.

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 hereupon, to-wit, on
the 4th day of December 1874,
Joseph Stockbridge and Henry
J. Martin, composing the firm
of Stockbridge and Martin, carrying
on business at the City of New York,
under that name, by an instrument in
writing, assigned and transferred all
their property of every kind whatsoever
to Isaac Bristol, late of the First
Ward of the City of New York, in
trust for the benefit of their creditors.
That said assignment was duly filed
and recorded in the office of the
Clerk of the City and County of
New York on the 2nd day of Jan-
uary, 1875.

That said Isaac Bristol, duly
accepted said trust, and on the 2nd
day of January 1875, filed a bond
for the faithful performance of the
duties of his said trust, in the
office of the Clerk of the City and

attest the
Sherriff

del out of part of
the abt. in the
+ unperf. bonds -

as provided by law

County of New York, and in the office of the Clerk of the Court of Common Pleas, for the City and County of New York.

That said Isaac Trusten then and there entered into and upon the performance of the duties of his said trust and received and became possessed by virtue thereof at the City of New York of a large amount of personal property, including book accounts theretofore belonging to the said Joseph Stockbridge and Henry P. Martin composing the said firm of Stockbridge and Martin, and carrying on business as aforesaid between the 2nd day of May 1877 and the 10th day of December 1878.

That thereafter between the said last mentioned dates, to-wit, the said 2nd day of May 1877 and the 10th day of December 1878, at the City of New York, the said Isaac Trusten, as such Assignee and Trustee as aforesaid, sold and disposed of said personal property and received the proceeds thereof and as such Assignee and Trustee then and there collected various sums of money due on said book accounts.

Indorsed No. 2
dated 1877
collected by Isaac Trusten

May 1875

May 2, 1875

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That thereafter and between the 21st day of October 1877 and the 5th day of March 1879, proceedings were taken in the Court of Common Pleas in and for the City and County of New York, and a final accounting was had of the acts and doings of said Isaac Bristol as Trustee and Assignee under and by virtue of the Assignment above set forth.

That on said accounting it appeared and was proven that said Isaac Bristol had received and the said Isaac Bristol did receive as Assignee and Trustee as aforesaid and between the said 2nd day of February 1878 and the 10th day of December 1878 at the City of New York under and by virtue of said Assignment and as Assignee and Trustee for the benefit of the creditors of the said Joseph Stockbridge and Henry F. Martin, composing the said firm of Stockbridge & Martin, and carrying on business as aforesaid, the sum of \$ 7137⁰⁸/₁₀₀

dollars over and above all expenses and allowances for the performance by him of the duties of his said

Trust.

That on the 10th day of March 1879, at the City of New York, the said Isaac Bristol, acting as such Assignee and Trustee as aforesaid, and while such Assignee and Trustee as aforesaid falsely and fraudulently and feloniously converted to his own use and feloniously took and made away with and secreted with intent feloniously to convert to his own use and fraudulently and feloniously withheld the said sum of \$1,300.

dollars so received by him as aforesaid, money, goods, property, rights in action, and other valuable security and effects belonging to the estate and persons of said Joseph Stockbridge and Henry F. Martin composing the firm of Stockbridge and Martin, carrying on business at the City of New York and other persons and creditors for whose benefit and in whose behalf the said Isaac Bristol was appointed Trustee and Assignee as aforesaid and who are to the Jurors unknown, and whose names are unknown to them, and which came into his

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possession and under his care and control by virtue of such assignment, trust, employment and office as aforesaid, 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.

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TORN PAGE(S)

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**POOR QUALITY
ORIGINAL
DOCUMENT(S)**

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"O" I on behalf of E. Smith
 Receiver of C. B. Harrison Texas Realty
 Adams & Co. Gregg & Hodges Edwin Walters
 Joseph Beersman Delbert and
 Miles Threlkeld & Co. Oscar Hoyt
 Clement Heard & Co. M. Thompson
 & William H. Harris creditors of
 claimants against the estate created
 by the assignment to you by Joseph
 Hookbridge and Henry J. Martin
 composing the firm of Hookbridge & Martin
 hereby demand of you that you conform
 comply with the terms of the decree
~~made~~ ⁱⁿ of which a certified copy
 is herewith served upon you
 that you pay to ^{them or to} us as their attorneys
 their proportionate share said
 estate as required by said decree

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and that you make the other
 payments thereon ^{interest} paid
 and in behalf of all the creditors
 of said estate I also demand
 that you comply with the
 terms of said decree forthwith
 Mch 10/79 James R. Adams
 atty for creditors first
 at on name

713.05) 18536.47 (~~50~~)
~~1426316~~ 1.6

15.00.01
 24.6.60
 11.526

~~5048~~
 \$564.31

N.Y. March 10th 1879
 At 364 Henry Street Brooklyn Ed.
 David Davis Bristol

~~James R. Adams~~

"A"

This Indenture made the fourth day of December in the year ~~one thousand~~ eight hundred and seventy four. Between Joseph Stockbridge of the City of Brooklyn and Henry F. Martin of the City of New York, partners, doing business in the City of New York, under the firm name of Stockbridge & Martin, of the first part and Isaac Bristow of the City of New York, of the second part.

Whereas the said parties of the first part are indebted to various persons in divers sums of money, which they are ~~unable~~ at present unable to pay, and desire to assign all their property for the variable benefit of all their creditors.

Now therefore, this Indenture Witnesseth, that the said parties of the first part in consideration of the premises and of the sum of one dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ^{have} granted, bargained, sold, assigned, transferred and set over and by these presents do grant, bargain, sell, assign, transfer, and set over unto the said party of the second part, his successors and assigns

all and singular, the land, tenements and hereditaments, real estate and chattels real of the said parties of the first part and also all their goods, wares and merchandise, personal property, chattels and effects, also all and singular, the debts sums of money, balances of account, promissory notes, Bills of exchange, drafts bonds, judgments and other securities, claims and demands now belonging, due or payable, or to become due & payable to them, and also all the books of account of the ^{said} parties of the first part and all papers, documents and vouchers ^{relating} to their business, dealings, property or affairs.

To have and to hold the same and every part and parcel thereof, unto the said party of the second part, his successors and assigns, In trust nevertheless and to, for and upon the uses, ^{interests} and purposes following: that is to say, that the said party of the second part shall take possession of the said property hereby assigned or intended to be, and shall with all reasonable diligence sell and dispose of the same and convert the same into money and shall also with all reasonable diligence collect, get in, and recover all and singular ^{the} said debts

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dues, bills, bonds, notes, accounts, and
balances of accounts, judgments, securities,
claims and demands hereby assigned, ^{or intended} as
to be and with and out of the proceeds
of such sales and collections, that the said
party of the second part shall first pay
and discharge all the just and reasonable
expenses costs charges and commissions
attending the carrying into effect the trust here-
by created together with the reasonable and
lawful commissions of the said party of the
second part for his own services, and that
with and out of the residue or net proceeds
of such sales and collections, the said party
of the second part shall pay and dis-
charge the debts due and owing by the
said parties of the first part, if the said
said net proceeds shall be sufficient for
that purpose, and if the said net pro-
ceeds shall not be sufficient for the pay-
ment of the said debts in full then, that
the said party of the second part apply the
same so far as they will extend to the pay-
ment of the said debts ratably and in
proportion to the amounts thereof without
distinction or preference, and for the better
and more effectual execution of these presents
and ^{of} ~~after~~ the trust hereby created
the said parties of the first part, do hereby

make constitute and appoint, the said party of the second part and his successors the true and lawful Attorney and all Attorneys irrevocable of the parties of the first part, with full power and authority to do, transact and perform all acts, deeds, matters and things which may be necessary in the premises, and to the full execution of the said Trust, and for the purposes of said Trust, to ask, demand, recover, and receive of and from all and every person and persons or all the property, debts and demands belonging and owing to the said parties of the first part, and give acquittances and discharges for the same and to sue, prosecute, defend and implead for the same, and to execute, acknowledge and deliver all necessary deeds and instruments of conveyance and also for the purposes aforesaid or any part thereof to make, constitute and appoint one or more Attorneys under him and also at his pleasure to revoke the same, hereby ratifying and confirming whatever the said party of the second part or his substitutes shall lawfully do in the premises ^{and the said party of the second part doth hereby accept the trust created and in him reposed by these presents.}

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written

In presence of 3 Joseph Stockbridge JD
 John O'Kingsford Henry J. Martin JD
 Isaac Bristow

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State of New York }
City and County of New York } SS

On the fourth day of December 1874 before me personally appeared Joseph Stockbridge, Henry J. Martin and Isaac Bristow to me known & known to me to be the individuals

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

I, HUBERT O. THOMPSON, Clerk of the said City and County, and Clerk of the Supreme Court of said State for said County, Do Certify, That I have compared the preceding with the original

Assignment.

Recorded on file in my office and that the same is a correct transcript therefrom, and of the whole of such original.

Endorsed - Recorded 2 January 1875 - 11 105m
In Witness Whereof, I have herewith subscribed my name, and affixed

my official seal, this

Fourth

day of

June

1879.

Hubert O. Thompson Clerk.

party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over and by these presents do grant, bargain, sell, assign, transfer, and set over unto the said party of the second part, his successors and assigns

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State of New York
City and County of New York

SS

On the fourth
day of December 1894 before me personally
appeared Joseph Stockbridge, Henry J.
Martin and Isaac Pristow to me
known & known to me to be the individuals
described in and who executed the fore-
going instrument and severally duly
acknowledged to me that they executed
the same for the uses and purposes
therein mentioned.

John P. Kingsford
Notary Public
New York Co.

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~~make constitution and appoint the said~~

Stockbridge Collection

— " —
Isaac Driskell

Copy Assignment

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B.

Accounts

Combs & Moore	Bad	73.25
H. Boyer	Bad	112 92
D. M. Treven	Bad	313 50
J. J. McGuire	Bad	73 50
Alex. Cummings Atty	Bad	25 00
Clark & Fowler	Bad	262 50
H. S. Curthing Atty	Bad	25 00
Centice & Pomroy	Bad	147 55
Jesse R. Wood	Bad	595 65
John Cole	Bad	205 97
R. J. Butterworth	Bad	103 50
Oakley & McKee	Bad	36 50
Able G. Gandy	Bad	60 80
James J. Lile	Bad	658 18
W. A. Bacon & Son	Bad	798 42
Rowe & Co.	Bad	154 50
A. W. Laplin & Co.	Bad	197 25
C. J. Hiney	Bad	23 00
Edward Macintosh	Bad	83 83
Laplin & Shidd	Bad	385 45
Charles J. Hane	Bad	39 96
John Fitch Atty	Bad	100 62
William Howarth	Bad	233 57
M. S. Grigge	Bad	553 50
J. T. Clark	Bad	25 25
C. Henck	Bad	42 00
B. P. Middleton	Bad	130 00

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L. Taylor	Bad		8	25
W. S. Warford	Bad		152	90
Salas & Worde	Bad		44	88
Bradford property	Paid	46.14	539	93
Edward Collins	Paid Bell	38.60	38	60
Walcott L. Hall	Bad		22	00
John L. Dickey	Paid	27.30	27	30
Charles A. Samborn	Bad		43	86
Chas. W. Lorty	Bad		199	18
Peter Swartz	Bad		6	25
Geo. H. Webster	Paid	15.43	15	43
J. B. Fitzpatrick	Bad		833	72
L. A. Huber	Bad		103	35
Wm. W. Lure & Co	Bad		241	64
Morris Brown	Bad		134	88
Off. Mahon	Bad		35	77
Levin Taylor	Bad		4	20 40
W. F. Ellaway	Bad		4	21 00
W. T. Smith	Bad		330	81
Adolph Lutz & Son	does not owe it		3	76
Mrs. Mary Curley	Bad		107	90
Thos. Ivory	Paid	31.50	31	50
M. L. Brande	Paid Collins	25.00	48	40
Spae Robinson	Bad		442	90
Mary Ann Ryan	Bad		33	40
W. C. Lindner	Bad		138	64
W. C. Lisset	Bad		202	05
Cyrus A. Roberts	Bad		10	90
William Thompson	Bad		236	16
Geo. E. Green	Bad		659	15
Michael J. Kennedy	Paid	38.78	38	78

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W. C. Butford	Bad		307	81
Frank King	Bad		107	53
Thomas A. Richards	Paid	98.50	81	31
W. M. Charter	Process of settlement		37	44
Jacob J. P. Skill	Bad		778	07
Mrs. A. L. Partridge	Bad		160	60
John P. Boyle	Bad		75	63
Mrs. F. D. Mooney	Bad		91	45
Proctor & Sumner	Bad		8	75
James J. Turner	Bad		29	75
S. P. Vail	Bad		139	80
W. Lawrence Shoud	Bad		860	
W. S. Waterhouse	Bad		131	82
Robert T. Linn	Bad		15	00
George J. Cullner	Process of settlement		65	95
Dr. W. Potter	Bad		98	53
D. W. Roulston	Bad		83	00
James Wood	Bad		47	51
W. Lewis	Bad		1041	97
John Harbutt	Bad		337	77
W. E. Haggerty	Process of settlement		198	50
Geo. J. Brown	Bad		129	27
James Smith	Bad		253	20
E. L. Fisher	Paid	1114.75	1152	83
James M. Hildreth	Bad		104	36
B. F. Vennholme	Bad		16	25
E. G. Dodge & Co.	Bad		12	75
Ad. Coulton	Process of settlement		70	67
W. L. Mulford	Bad		15	40
T. Butler	Bad		30	00

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Captain Cooper	Bad		8 55
Thomas Doyle	Bad		29 30
R. Lawler Smith	Bad		46 65
H. B. Hertz	Bad		13 00
H. L. Spain	Bad		47 50
Lieut. Elloughlass	Bad		127 52
J. Purdy Merrett	Bad		22 00
H. L. Spain	Bad		19 00
M. Shearman	Bad		18 75
E. J. Russell	Bad		10 00
Michael Nolan	Bad		29 53
W. S. Ned	Bad		10 75
E. J. Elder & Co	See E. J. Elder		2389 00
A. D. Sullivan	Paid	10 00	70 15
J. J. Eckerson	Bad		49 18
Russell & Brown	Bad		82 40
Amos Moore	Bad		62 51
Mrs. H. Ingraham	Bad	145 53	145 53
E. N. Tapp	Bad		146 81
John Morgan	Bad		193 12
C. R. Cook	Paid	121 75	121 75
Henry Munson	Bad		41 67
A. H. Mills & Co	Bad		9 60
A. H. Barnes	Paid	42 00	42 00
W. C. Porter	Bad		51 00
Thomas Blake	Bad		54 14 4
F. Anzoategue	Paid	24 00	24 00
Henri McMahon	Paid Collins	30 00	56 00
Henry Tiedeman	Paid	220 50	221 25

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R. H. Gardner	Paid		244.95
Mrs. L. Kauffman	Paid	30.45	30 45
E. M. Garry & Co	Paid Bell	12.30	12 30
Edward Perrose	Paid		30 30
Eller W. Harris	Paid		10 75
E. M. Marsh	Paid	10.50	10 50
L. Lighton	Process of settlement		62 25
Charles Cowan	Paid	210.97	210 97
Joseph Nevis	Paid		165 61
Th. Harderburgh	Paid		3 55
C. B. Smith	Paid		10 00
Charles J. Kane	Paid		1 25
Michael Shea	Paid		184 97
J. Curley	Paid Bell	8.45	8 45
A. S. Gutchell	Paid		1 00
Becker & Son	Paid		1 20
A. H. Frink	Paid		4 00 00
A. Butler	Paid		12 00
S. B. Jackson	Paid		7 25
Mrs. Thomas Sypher	Paid		36 63
E. P. Fish	Paid	5.00	10 00
C. K. Murray	Paid		11 00
Ferrara & Wilson	Paid		26 24
James McCluskey	Paid		8 00
J. F. Meagher	Paid		18 04
W. B. Davis	Paid	8.00	8 00
George F. Schroeder	Paid		12 45
C. N. Yeaman	Paid	62.65	62 65

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E. B. Burnham	Bad		13.05
W. Townsend	Bad		81.75
A. P. Stephen	Bad		38.88
Nicholas Gurn	Bad		34.70
A. G. Scranton	Bad		65.50
E. M. Christopher	Bad		34.87.5
George N. Young	Process of settlement	Paid Collins 60.00	78.25
L. Doolittle	Bad		724.30
E. H. Royce	Bad		163.75
B. Haken	Bad		41.70
George H. Killinger	Bad		18.20
A. Kulan	Bad		11.75
John Johnson	Bad	Paid Collins 8.25	9.20
Edward P. Snyder	Bad		186.00
John Balchman	Paid Collins	154.00	154.00
Mrs. M. A. Curry	Bad		454.69
R. Butler	Ugt Bad		173.13
Hedges & Walker	Bad		39.33
Joseph Halstead	Bad		166.25
R. St. Lish	Bad		193.00
John E. Bouden	Bad		23.85
E. Schwartz	Bad		834.5
John Meyer	Bad		3582.5
Adams Christach	Bad		21.00
A. Simrad	Bad		25.30
Henry Hemel	Bad		34.40
Benjamin Brown	Bad		16.75

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Wm Nelson Parker	Bad		69	50
Fisher & Osterhout	Paid Collins	100.10	100	10
James Markey	Bad		462	12
Thomas Hearn	Bad		73	00
John Green	Bad		158	25
E. B. Strong	Bad		176	19
John J. McCoy	Paid	91.12	91	12
John Dayton	Bad		72	48
M. A. Forrest	Paid	10.00	72	54
A. B. Grandale	Bad		35	88
John Hamlin	Bad		251	29
W. C. Batsford	Bad		223	87
Michael Doyle	Bad		275	07
H. Greve	Bad		13	50
R. Stutterheim	Paid Bell	17.50	31	75
J. Throsby	Bad		21	70
James S. Schott	Paid	162.06	169	07
Mrs U. Barnaby	Bad		106	00
W. H. Simmons	Paid	12.65	12	65
S. Goodman	Bad		300	38
Alex Forsyth	Paid	3.00	4	20
Roe & Forsyth	Bad		52	80
George H. Michelson	Bad		55.2	88
Jerry Balser	Paid Bell	38.92	28	98
Thomas L. Redwell	Paid Bell	20.20	30	50
Albion & Co	Process of settlement		77	25
J. N. Mar-cake	Bad		135	15
John & Co	Bad		208	00
P. Hahn (Bond and mortgage)	Process of settlement		737	08

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John Hamlin (No 2)	Bad		58	20
F. L. Hayton	Bad		15	75
E. H. Kennis	Paid	60.00	24	00
Mr. S. Barclay St.	Bad		31	00
Felix Evans	Paid Collins	$70.00 - 66.50 = 136.50$	136	50
Daniel Ryan	Process of settlement		389	72
Frank J. Gilmore	Paid Bell	129.99	129	99
John C. Jacobson	Bad		75	67
Michael Rooney	Bad		38	27
W. A. Van Riper	Bad		73	65
Albion Perrin	Paid Collins	60.00	128	10
Consigned to W. I. Burr	Bad		725	71
W. A. Leigh	Paid	51.00	51	00
Henry Whitwell	Paid	190.25	190	25
Peter M. Chumers & Co	Paid	21.38	21	38
Hudson Parker	Paid	10		

\$33514.00

\$ 5387.98

less collected Bell \$641.63

& Collins 4746.31

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C.

		John E. Parsons	250.00
Dec	5	Commission on sale by Bell 10%	1.25
	12	Expense of Geo Fowler	6.00
	"	Post Stamps	1.00
	"	New Book	.30
	19	Geo Fowler	6.00
	21	Stationery	.75
	"	U.S. Revenue	1.90
	26	Post Stamps	2.00
1875	Feb	"	.60
March	2	Expense	1.00
	24	Stationery	1.00
	29	U.S. Express	.25
April	15	Expense Empty cases	.25
	"	Post Stamps	1.00
	29	Stationery	1.00
June	30	Inks	.40
July	20	Postage	.25
Sept	14	Paper	.25
	"	Oscar Hoyt Cots	25.00
	"	Cooperage	.70
	30	Smoking Whiskey	.60
Oct	9	"	.40
Nov	24	Labor	1.00
Dec	7	Inspecting Whiskey	1.00
	15	Paper	.25

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23	Baker	
Est 26	Car fare	
	Labor	
May 14	Removing books	.50
	J. H. Pennington	200.00
	Sundry expenses	50.00
	Advertising for creditors to present claims	24.35
	Printing	3.50
	Publication citation	6.50
	"	7.75
	Postage	1.50
	To Joseph Stockbridge for services	
	52 weeks	400.
	Rent	300.
		<u>\$1366.35</u>

2.50

1.50

5.00

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Court of Common Pleas
City and County of New York

In the matter of the account
ing of Isaac Bristow, Assignee
of Stockbridge & Martin
Insolvents

To the Honorable Charles P. Daly
Chief Justice of the above named
Court

I, Isaac Bristow hereby render a
further account of my proceedings as such Assignee
and respectfully show

That in the ^{suit} brought against me by Henry
P. Staats as in my former account is more particular-
ly set forth judgment was rendered in my favor and
that said judgment has been affirmed on Appeal to
the Court of Appeals.

That certain goods and merchandise more
particularly mentioned in the Schedule filed herein
reference whereunto is hereby made came into my
possession as Assignee. That schedule so hereto an-
nexed contains a list of the goods sold by me and
the monies received therefor.

That certain part of the goods mentioned in
the said schedules referred to of the ~~the~~ estimated
value of about seven or eight hundred dollars came

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into the possession of George W. Kidd. That said Kidd has refused to deliver the same to said Bristow and a suit against said Kidd for the conversion of the same is now pending.

That there is due this deponent as Assignee on account of the ~~Estate~~ sale of certain other of said goods \$60. from one A. Klingel.

That your deponent received from Oscar Hoyt his note for \$60. to secure said claim that said note is overdue and unpaid. That your deponent is informed and believes that said Oscar Hoyt has since the giving of said note failed and made an assignment for the benefit of creditors and that said Klingel is entirely irresponsible.

That a settlement was made of the claim against C. L. Fielder & Co and C. L. Fielder; that there is still due on account of said settlement \$116.60. That said settlement was in the opinion of this deponent very favorable.

That in addition to the items mentioned in the former account herein, the following payments have been made to your deponent as Assignee

George Schroeder	11.25
A. J. Conklin	56.00
A. J. Hopet	37.50

That on the settlement made of the claim against said Hoke \$12.50 remains still due.

That said settlement was, in the opinion of

deponent ^{most} ~~made~~ advantageous.

Coggill under tenant rent 62.50

That there have been the following disbursements necessarily and properly incurred in the administration of my trust, over and above those mentioned in my last account herein filed.

Rent of premises where goods were sold	125.00
1875 February Sundries	1.55
" March "	8.00
" May "	1.30
1876 August "	2.00

That by an order made by Honorable Charles P. Walby all proceedings on my part as Assignee have been stayed, except on the accounting herein and I am consequently unable to proceed in the proceedings now pending for the collection of the assets herein.

That there is now due from me as Assignee for services rendered the estate

John E. Parsons Atty Services in	
State and	600.00

J. H. Pendleton, Atty services	200.00
--------------------------------	--------

That there will in my opinion be further and additional expenses in ^{the} winding up the estate.

That until the determination of the proceedings now pending I cannot render a further account.

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City and County of New York ss

Isaac Bristow being duly sworn says that the foregoing account is correct to the best of his knowledge information and belief That he does not know of any error in said account or anything omitted therefrom which may in any wise prejudice the rights of any party interested in the estate of the said insolvents

Sworn to before me this

7th day of May 1878

Isaac Bristow
William B. Hill

Notary Public

New York County

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Schedule D

1	Gall Whiskey	225
2	" "	400
1	" " & 1 Gall Rum	525
4 1/2	Galls "	562
2	" Lin	250
1	Case Brandy & Whiskey	850
1	Bbl Whiskey	5826
1	Empty Bbl	150
2	Galls Whiskey	450
1	" & 1 Gall Rum	925
1	" "	200
1	Basket Wine pts	2800
5	Galls Sherry Wine	1125
4 3/4	" H Lin	1187
4 3/4	" Brandy	1900
3-5	Gall Kegs	300
2	Galls Whiskey	300
2	" "	400
2	" Wine	250
2	" Irish Whiskey	800
2	" Sherry Wine	450
2	Demijohns	100
4 3/4	Galls Whiskey	950
1	" "	200
1	Bbl "	5737
1	Galls "	200
4 3/4	" "	593
1	" "	200
1	" Lin	150

0695

3	"	Sherry Wine	6 00
2	Gall	Whiskey	4 00
1	Hemijohn	"	50
1	"	+ 1 Gall Sherry Wine	2 00
1	Gall	Whiskey	2 00
1	^{Bbl}	"	99 05
1	Bbl Gall	" + 1 Gall Sherry Wine	75
1	Bbl	"	58 05
1	Gall	Sherry	1 50
1	"	Whiskey	2 00
	"	"	50
	"	"	2 00
	"	"	2 00
1	Bbl	"	71 40
1	Bottle	Wine	50
1	Gall	Whiskey	2 00
1	Hemijohn	"	50
19	Empty	cases	7 50
2	Gall	Whiskey	8 50
1	"	"	2 00
1	"	"	1 75
1	"	Sherry	1 25
1	Hemijohn	"	1 00
3	Gall	Whiskey	6 00
1	"	"	2 00
2	"	Sherry	4 00
2	"	Whiskey	4 50
1	"	"	2 00
1	"	"	2 00
5	"	Sherry	7 50

0696

3	"	"	& 3 Gall Whiskey & 2 Klemijohn	18.00
1	"	Whiskey		2.00
2	Galls	Whiskey		4.00
1	Bbl	"		56.80
1	"	"		63.20
3	Galls	"		4.00
3	"	"		6.00
1	"	"		2.00
1	"	"		2.00
2	"	Sherry Fine		4.00
3	"	Whiskey		4.50
2	"	St. Co. Rum		8.00
2	"	Whiskey		2.50
2	"	"		4.00
1	Bottle	Brandy		2.00
1	Gall	Whiskey & Klemijohn		2.50
4 ³ / ₄	Galls	Whiskey		9.50
2	Bottles	Brandy		3.00
2	Galls	Whiskey		3.00
1	"	"		1.75
1	Gall	Brandy		3.50
1	"	Whiskey		2.00
2	"	"		4.00
1	"	"		2.00
1	"	Sherry		1.50
1	Bbl	Whiskey		60.20
3	Galls	Linn		6.00
3	"	Brandy		11.25
5	"	Sherry		7.50

0697

4	"	Whiskey	7	00
2	"	"	3	00
1	"	"	2	00
2	"	"	3	00
3	Galls	Sherry Wine	9	00
1-3	Gall	hemijohn		50
1	Empty	case		25
2	Galls	Whiskey	3	00
4 $\frac{3}{4}$	"	Cherry	5	23
4 $\frac{3}{4}$	"	"	5	22
1	Gall.	Whiskey	1	50
1	21	"		50
1	Empty	keg	1	00
14	Demijohns		2	86
1	Pt.	Brandy		50
12	Galls	Whiskey	3	00
1/8	Cask	Sherry wine	20	00
1	Rope	Whiskey	1	00
2	Galls	Whiskey	5	25
4 $\frac{3}{4}$	"	"	7	12
2	"	"	3	50
2	"	"	3	00
1	Gall.	121	2	00
3	Galls	St. A. Rum	12	00
1 $\frac{1}{2}$	"	Rum	13	50
1	Gall	Whiskey	1	75
1 $\frac{3}{4}$	"	"	7	12
1 $\frac{1}{2}$	"	Cooking Brandy	6	75
1 $\frac{1}{2}$	"	Sherry wine	1	88

0698

8

1 Gall Whiskey	1.50
1 " "	1.50
1 Demijohn	.50
3/4 Galls Whiskey	9.50
2 " Sherry wine	2.50
1 Demijohn	.50
2 Galls Whiskey	3.00
2 " "	3.00
1 " "	2.00
2 " "	4.50
1 " Brandy	5.50
2 " Whiskey	4.50
1 Bottle St. A. Rum	1.00
1 " Port Wine	1.50
1 Bbl Whiskey	63.18
1 " "	63.18
1/2 Gall	1.12
1 Bottle each Blackberry & Sherry	.80
1 Gall Blackberry	1.75
4 3/4 Galls Whiskey	8.30
16 Whiskey Bbls	14.40
2 Brandy casks & 2 Brandy gms.	3.80
3 Rum casks & 6 P. S. Bbls	10.50
2 Scotch Whiskey & 1 Gin qt	3.50
1 Half pipe: 1 Rum & 2 Wine gms.	2.00
2 Wine 1/2 5 - 1 Half Bbl	1.50
3 Galls Whiskey	4.50
1 " "	2.00
5 " Sherry wine	7.50
1 Bbl. Whiskey	67.86

0699

2	Gall	Whiskey	4.00
2	"	Sherry wine	3.00
2	"	Whiskey	3.00
1	"	Sherry wine	1.50
1	"	Whiskey	1.50
1	Bbl	"	60.32
1/2	Gall	"	1.00
5	Bbl	Whiskey	253.07
1	Bbl	"	62.40
1	Gall	"	2.00
1	Bbl	"	54.53
2	Gall	"	3.55
3	"	"	6.00
3	"	"	6.00
2	"	"	4.00
1	"	Cherry Wine Brandy	1.75
2	"	Whiskey	3.00
4	Bbl	"	210.80
1	Gall	"	1.50
2	"	"	3.00
2	"	Sherry Wine	3.00
3	"	Whiskey	6.00
1/8	Cask	Sherry Wine	24.75
1	St	Whiskey	.75
1	Bbl	"	37.20
1	Gall	"	1.50
3	"	"	6.00
1	Demijohn		.75
1 3/4	Gall	Rum	5.25

0700

2	Galls Whiskey	4.50
1	" Cherry Wine	1.50
2	" Whiskey	4.00
1	" Brandy	5.00
1	Lin gr	2.50
3	Wine grs	1.50
1	Irish "	1.50
1	Whiskey Bbl	.80
1	Lin Bbl	.80
2	Galls Whiskey	3.00
1	Bbl "	80.08
1	Gall "	2.00
1	Bbl "	77.79
2	Gall Lin	6.90
2	" "	2.50
1	Half Bbl Lin	23.00
1	Empty Half Bbl	1.00
2	Galls Cooking Brandy	3.00
1	Gall Whiskey	1.50
1	" Cooking Brandy & Limigohr	1.65
1	" Whiskey	1.50
1/2	" "	1.50
2	" Sherry Wine	3.00
1	Gall Whiskey	2.00
2	Pt "	.75
2	Galls " & 1 Gall Sherry Wine	5.50
1	Gall Whiskey	1.50
2	" "	3.00
1	Pt Whiskey & 1 Pt Brandy	1.37

0701

1 Gall Rum & 2 Gall Whiskey	4.50
1/2 " Whiskey	.88
1/2 " "	.75
4 " Java Rum	12.00
4 " Brandy	14.00
2 " Whiskey	4.40
1 Empty Basket	.50
2 Gall Sherry Wine	3.00
1 " Whiskey	1.50
4 3/4 " "	10.68
1 Gall N.E. Rum	1.50
1 Bot Whiskey	51.20
1 Gall " "	1.50
1 " " "	1.50
1/2 " " "	.75
1 " " "	2.00
Lot Old Iron	2.00
3 Gall Cherry	3.30
1 " N.E. Rum	1.50
1 Gall Whiske	1.75
2 " Sherry Wine	4.00
2 " Sherry Wine	3.00
2 " Whiskey	3.00
1 Lt N.E. Rum	2.75
2 Gall Whiskey	4.00
1 " Rum	1.50
4 Gall Whiskey	8.00

0702

6	"	"	12.00
1	"	"	1.75
6	"	Sherry Wine	9.00
1	"	Whiskey	1.75
1	"	High Aleck	10.00
2	"	Gulls Whiskey	2.50
1	"	"	1.75
10	"	Sherry Wine	15.00
2	"	Whiskey	4.00
3	"	Gulls Whiskey	5.25
4	"	Jam Rum	12.00
1	"	Whiskey	2.00
1	"	Gall Whiskey	2.00
3	"	"	6.00
4	"	"	8.00
1	"	Jam Rum	2.00
1	"	Whiskey	2.00
1	"	Sample case & bottles	12.50
29	"	Klemijohns 2 Baskets 5 Klemijohns 3 Klemijohns	12.85
26	"	Empty Casks & Kegs	8.90
3	"	Gulls Whiskey	6.00
1	"	"	3.00
5	"	"	10.00
1	"	Iron Safe	35.00
	"	Letter Press & Stand	5.00
			\$2646.64

List of property sold by S. Klingee at Auction
for which was received less express moving adver-
tising auctioneers fees &c \$72.67

0703

and there remains due thereon

\$60.00

as above set forth

36	Reg Bottles	4.68
5	Empty Klemijohns	.60
8	Klemijohns & contents	5.00
	Bungs Starters & Rids	1.80
7	Office Chairs	2.45
	Office Easy Chair	.80
3	Pictures	.80
	Rope & Slings	1.00
	Iron Railing	8.00
	Brickstone	2.12
	Lot too etc	3.00
2	Pumps & Measures	11.50
4	Galls Pelvoisen Brandy	7.00
5	" P.J. Port Wine	4.25
1 1/2	" Hennessy Brandy	3.00
2	" Old Rye Whiskey	3.90
	Office Desk & Rack	4.12
	High Office Desk	3.12
	Stove Pipe &c	3.00
	Bottling Machine	10.75
	Pine Table	.25
2	Cases Champagne	32.25
3	" Wine Bitters	12.75
1	" Port Wine	6.50
1	" Jam Rum	7.00
1	" Rye Whiskey	5.25
2	Door Signs	1.60

0704

Cask Bottles

10

Atlas

4.00

2 Rubber Hose

20

\$ 151.69

Expenses on Sale

Commissions &c

21.47

Advertisement May 16.

10.00

" 17

6.00

" 18

6.00

Catalogue

6.00

Posting

2.00

Moving Property

17.65

69.12

Court of Common Pleas
City and County of New York

In the matter of
the accounting of
Isaac Bristow
Assignee

The above named Assignee hereby respectfully submits another and additional account.

The suit against George W. Kidd for the conversion of certain property belonging to the Assignee and heretofore referred to in the preceding accounts herein filed and the evidence taken herein has been compromised and settled. The said George W. Kidd, ^{paying} to this Assignee Five hundred dollars in addition to the legal costs of said suit.

This deponent further says, said settlement was in his opinion a fair and just settlement and for the benefit of this Estate. That the costs of ^{said} action have been paid to deponent's attorney therein for his services. That there remains Five hundred dollars (\$500.) to be added to the account heretofore rendered of the moneys realized by deponent.

That a claim was made against the Estate herein for Twenty five dollars (\$25.) by

0706

John Potter Esq for services as stenographer on
the reference herein before Abraham W. Pleasants Esq
That a copy of said claim is hereto annexed

That a claim is made against the
estate, ~~of~~ ^{by} Georgell Kidd for the sum of fifty
two dollars and Eighty cents (\$52.80) for
the storage of certain goods belonging to this
estate and expenses incidental thereto; that
said Kidd by his Attorney threatens to
bring suit for the same unless payment is
made. That in the opinion of this deponent
said claim should be resisted by all lawful
means. That there will be certain expenses
connected with said suit. That until the de-
termination of said suit deponent cannot render
a final account herein

City and County of New York ss.

Isaac Bristow being duly sworn
says that he has read the foregoing account
and that the same is true to the best of his
knowledge, information and belief

Sworn to before me this ³

3rd day of December 1898

A. W. Pleasants

Referee

Isaac Bristow

0707

New York Common Pleas

In the matter of the
accounting of
James Brewster
Assignee

City
Records of James Brewster

Sam. L. C. C. C.
City of New York
No. 100 Broadway
N. Y. City

0708

(X)

New York Common Pleas

In the matter of the
accounting of
Isaac Bristol
vs
Auguste

Copy
Accounts of Isaac Bristol

Sam'l G. Adams,

Attorney for Oscar Skyles a creditor

169 & 171 BROADWAY,

NEW YORK

Copies of Original
Record offered in
evidence which is
on file in the office
of Clerk of Common
Pleas!

"E"

Know all men by these presents That the Isaac Rustow, of the City, County & State of New York and George W. Kidd of the same place and James P. Halligan of the City of Brooklyn in said State are held and firmly bound unto the people of the State of New York in the sum of Eight thousand dollars, lawful money of the United States of America, to be paid to the said people of the State of New York: for which payment well and truly to be made, we, and each of us bind ourselves respectively, and our respective heirs, executors and administrators jointly and severally jointly by these presents. Sealed with our seals and dated the second day of January, Eighteen hundred and sevenths five.

Whereas by an order of the Honorable Chief Justice, Chief Judge of the Court of Common Pleas for the City and County of New York, bearing date the second day of January 1875 in proceedings taken under and by virtue of an Act entitled "An Act to secure to creditors, a just division of the estates of debtors who convey to Assignees for the benefit of creditors - passed April 13th 1860 and the amendments thereof, it was ordered that the said Isaac

Isaac Bristow to whom an assignment under and by virtue of said act had been made by Joseph Stockbridge and Henry T. Martin, both of the City of New York, partners doing business in the City of New York under the firm name of Stockbridge & Martin should, and he was thereby directed as such Assignee to give a bond to the people of the State of New York in the sum of Eight thousand dollars, conditioned as hereinafter mentioned.

Now the condition of this obligation is such that if the above bounded Isaac Bristow shall faithfully discharge his duties as such Assignee, and duly account for all moneys received by him as such, according to the true intent and meaning of said act then this obligation to be void, otherwise to remain in full force.

Sealed and delivered

Isaac Bristow, (Seal)

in presence of

George W. Kidd, (Seal)

John P. Kingsford,

James F. Halligan (Seal)

State of New York ss.

George W. Kidd, and James F. Halligan being severally duly sworn say, each for himself, that he is a free holder in the State of New York, and is worth Eight

0711

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

Office of Clerk of the Court of Common Pleas
for the City and County of New York.

I, NATHANIEL JARVIS, Jr., CLERK of the Court of Common Pleas, for the City and County
of New York, DO HEREBY CERTIFY, that the foregoing copy *Assignees Bond*
has been compared with the original thereof on file in this office, and that the same
is a correct transcript thereof and of the whole of the said original.

In Attestation Whereof, I have hereunto affixed
the Seal of the said Court, this
day of *June* 18 *79*

Nathaniel Jarvis, Jr.
CLERK.

0712

Thousand dollars over and above all his
debts and liabilities.

Sworn to before me this

2nd day of January 1875

George W. Kidd.

John P. Kingsford

James F. Halligan

Notary Public

New York Co.

City & County of New York

On this 2^d day of January, 1875 before
me personally appeared, the above named
Isaac Bristow, George W. Kidd and James F.
Halligan, each to me known and known to
me to be the individuals described in
and who executed the above bond and
generally duly acknowledge to me that
they executed the same for the uses and
purposes therein mentioned.

John P. Kingsford

Notary Public

New York Co.

Endorsed "Approved January 2^d 1875

Chas. P. Daly. C. J. C.

Filed 2 Jan'y 1875

0713

Wm. Brewster

— 60 —

The people of the
State of New York

certified copy
Bonds

0714

(1)
Court of Common Pleas
City and County of New York

In the matter of the
Accounting of
Isaac Bristow
Assignee of Joseph
Stockbridge and Henry
G. Martin

Insolvent debtors.

To the Honorable Charles S. Hall, Chief Justice
of the above named Court

I Isaac Bristow of the City of
Brooklyn, State of New York, in pursuance of an
order made on the 30th day of November 1877, by
the Honorable R. T. Lawrence one of the Justices
of the above named Court, do respectfully render
the following account of my proceedings as Assign-
ee of the above named debtors. According to
the direction in ^{such} ~~that~~ order I have published in
the Daily Register and in the Albany Argus, a
copy of the citation herein, once a week for six suc-
cessive weeks and deposited in the Post Office, post-
age prepaid, at least thirty days before the return
day mentioned in said citation, a copy thereof address-
ed to each of the known creditors of said insol-
vents at their last known place of residence or
Post Office address.

0715

The assignment of the said insolvents duly acknowledged, was recorded in the office of the Clerk of the City and County of New York on the 2nd day of January 1875 wherein I was named as the assignee aforesaid. The schedule or inventory as required by Statute has been filed by which it appears that the liabilities of the above named insolvents, amounted on the 4th day of December 1874, the date of said assignment to the sum of \$23,226.⁸⁵ That the nominal assets amounted to the sum of \$38,411.39.

In accordance with the statute in such case made and provided I did within the time prescribed file my bond with two sufficient sureties duly approved by one of the Justices of this Court and thereupon entered on the duties of my trust.

That in accordance with an order made by the Honorable George M. Van Dusen authorizing me to advertise for creditors to present to me their ^{claims} I advertised once a week for six successive weeks, a notice to the creditors to present such claims to me with the vouchers therefor duly verified on or before a day therein named, which day was not less than thirty days after the date of the last publication aforesaid. That said time has not yet expired.

That said publication was made in the "Daily Register" and "World" of the City of New York and

0716

in the Albany Argus, the State paper.

That annexed to this report are copies of the said notices and proof of publication thereof.

I further report that on or about the 21st day of December 1874, an order was made by the Honorable Charles P. Daly enjoining and restraining me, my agents and attorneys from taking possession of or interfering with the goods and merchandise mentioned in the schedules filed as above set forth and directing me to show cause on a day therein named, why a Receiver should not be appointed of said property.

That on the return day of said order an order was made continuing the injunction aforesaid in force and appointing me receiver of said property.

That said orders were made and proceedings had in a suit brought by one Henry P. Stuart against me as assignee as aforesaid. That said suit is still pending and undecided.

Schedule "A," hereto annexed contains a list of all the bills receivable which came into my possession as assignee specifying those which have been collected and the amount thereof, those that I deem uncollectible and worthless and those which are in process of settlement.

Schedule "B," contains all the accounts due the said debtors, specifying those that have been collected and the amount thereof, those that I deem uncollectible and worthless.

0717

and those that ^{are} in process of settlement.

Schedule "A" contains a list of the expenses of the trust.

That the items in Schedules "A" and "B" marked paid Collins and paid Bell, are amounts collected by said Bell and Collins, respectively, two former employees of the insolvent and which they refuse to pay over to me.

Proceedings to compel such payment are pending.

That there are \$6143.09 in process of settlement in connection with which there will be additional expenses.

That there will be additional expenses in the suit above mentioned brought by Henry P. Staats against me as Assignee.

That until these pending matters are disposed of I cannot account further.

Isaac Bristow

City and County of New York ss.

Isaac Bristow Assignee herein being duly sworn says that the account herewith filed is correct in every particular to the best of his knowledge, information and belief.

That he does not know of any error in said account or anything omitted therefrom.

0718

2)

Sworn to before me this 12th day of February 1878 Isaac Bristow
 Eugene H Lewis
 Notary Public
 N. H. Co.

A.

Bills receivable

Isaac Rosenbough	Bad		\$136	00
N. B. Parsons			84	98
Charles L. Martin	Bad		126	51
A. S. Hope	Process of settlement		665	34
John R. Bourke	paid	154	154	00
J. D. H. Brooker	paid	23	125	95
Thomas C. Winchester	Bad		540	90
John E. Robinson	Bad		123	62
Charles L. Martin	Bad		126	50
R. P. Brown	paid	301	301	00
B. Bouragne & Son	Paid	172.10	172	10
George Clark agent	Paid	148.50	148	50
George L. Fowler	Paid	170.50	170	50
do do	Paid	171.86	171	86
N. Baldes & Co	Paid	121.06	121	06
Ara M. Shuckbridge	Bad		122	17
Edward St. Foye	Bad		210	00
Liamy Hartif	Bad		68	50
R. Curry	Bad		446	00
George W. Loach	Bad		314	47
J. M. Bruce	Bad		520	23
A. Miskler	Bad		240	30
Do	Bad		240	30

0719

Dr	Bad	240	30
O. Hollott	Bad	80	00
J. Clarence Sidell	Process of settlement	77	67
W. S. Simpson	Process of settlement	100	00
J. B. Cleveland	Bad	825	88
John Hamlin	Bad	165	22
W. H. Shipman	Process of settlement	200	63
J. Bowman	Bad	132	93
J. M. Welch	Bad	250	00
do	Bad	250	00
George Evans	Bad	200	00
do	Bad	203	87
Robert W. C. Beane	Bad	60	00
W. E. Balford	Bad	116	48
do	Bad	115	83
do	Bad	107	00
Cor. M. Lambert	Bad	57	53
Anson Moore	Bad	51	62
Samuel Gardner	Bad	99	75
Henry Heune	Bad	100	00
C. A. Lowe	Bad	50	00
John Bowen	Bad	239	62
A. S. Scranton	Bad	100	00
Carlos Rizzo	Bad	934	45
A. E. Kunn	Bad	354	20
do	Bad	245	28
Thomas Blake	Bad	150	00
George W. Middleton	Bad	130	00
Morse & Shove	Bad	229	87

0720

Fred George		469	46
do	Paid	199.50	46.7
Mary Curley	Bad	254	18
J. H. Oella	Bad	267	08
M. F. Evans	Bad	99	00
John E. Jacobson	Bad	65	78
W. H. Moore	Bad	160	00
do	Bad	184	34
E. H. Roy	Bad	204	90
S. Kufel	(in Atty's hands)	30	00
Jonas Lefever	do	100	00
do	do	107	50
Robert Barry	Bad	598	33
George H. Wright	Bad	682	30
A. H. Sattimer	Bad	148	00
J. W. Thigmeult & Co	Bad	461	45
W. Fumey	Bad	195	00
A. P. Overacker	Bad	166	97
F. M. & A. Blackman	Bad	208	75
J. O. Clark	Bad	200	00
R. Bagan	Bad	255	41
L. L. Fay	Bad	100	00
do	Bad	100	00
do	Bad	100	00
Wright Hall	Bad	143	10
Thomas Cook	Bad	561	37
H. J. Barberry	Bad	382	29
A. W. Keith	Bad	295	80
Isaac Rosentrough	Bad	987	62
W. H. Portwright	In hands Atty	15	47
H. S. Watson	do	251	32

0721

A. Kingle	Int hands Atty	130	35
O. W. Stevens	do	184	75
John Hayes	do	582	50
John Fowley	do	117	00
H. R. Hillman	do	172	50
John Hayes	do	60	00
F. W. Whittemore	Bad	276	82
Thomas Elwood	do	125	00
do	do	125	00
Terbi + Parker	do	153	12
Sherman Berthue	do	166	00
A. Hecker	Bad	292	50
E. Sinclair & Co	Bad	100	00
Michael Wilech	Bad	400	00
do	Bad	200	00
do	Bad	200	00
James W. Powers	Bad	700	00
G. M. Chadwick	Int hands of Atty.	300	00
do	do	300	75
H. B. Ruggles	do	387	00
		<u>\$ 24,228</u>	<u>65</u>

0722

Aunts read
Rpts July 1877

11.25-

87.50

62.50

2 daf

2645.62

157.69

500.00

3 daf

3459.59

0723

Police Court—Fifth District.

CITY AND COUNTY OF NEW YORK, } ss.

Isaac Britton being duly examined before the undersigned, according to law, on the annexed charge; and being informed that he was at liberty to answer, or not, all or any questions put to him, states as follows, viz.:

Question. What is your name?

Answer.

Isaac Britton

Question. How old are you?

Answer.

57 years

Question. Where were you born?

Answer.

England

Question. Where do you live?

Answer.

364 Henry St Brooklyn

Question. What is your occupation?

Answer.

I am out of business

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

Answer.

I am not guilty

Isaac Britton

Taken before me, this

day of *March* 187 *24*

Wm. J. ...

Police Justice.

0724

New York City
June 8th 1882

Dear Brother

I received your
ever welcome letter and was
delighted to hear from you
you ought to feel happy to
be working. I am not feeling
the best in the world it is
now turning new warm in the
city I suppose it will be
better for business we have
not heard from Tom yet
I think he is to arrive about
the 15th of this month as I was

0725

going to the store this morning
I met Joe and had quite a
chat he seemed pleased to
See one mother is not feeling
the best I suppose it is the
hard work hoping you will
remain there for your own
good as you can see who is
your friend now you can be
independent to every one you
will please write soon and
let me know how you are
getting on and let it be
a longer letter those things
you mention are safe no
more at present

Your sister
Mary A. Masey

0726

Isaac Bristow. the assignee of
an insolvent firm. under the State
law collected the assets.

partly before & partly after the
Embezzlement act of 1875.

It is claimed that ~~it was~~ all
the assets were in his possession
when that act took effect.

If so why can he not be indict-
-ed under that law for Embezzling
the whole - ?

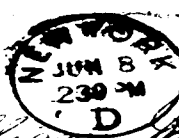
If the proof shows only the embezzlement
of the part subsequently received after
the act took effect. will an indict-
-ment for Embezzling the whole be
sufficient to sustain the

0727

The Court upon an accounting has
directed the amount acknowledged
due to be paid over & demand
has been made - & refusal has.

How should the indebtedness be drawn

0728



William Brewster
c/o Maines Hotel
No 37 Church Street
New Haven Conn

State of New York
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 heretofore, to-wit, on the 4th day
of December 1874, Joseph Stockbridge
and Henry D. Martin, composing the firm
of Stockbridge and Martin, and carrying
on business at the City of New York
under that name by an instrument
in writing assigned and transferred
all their property of every kind, what-
soever to Isaac Bristow, late of the
first Ward of the City of New York, in
trust for the benefit of their creditors.
That said assignment was duly filed
and recorded in the office of the Clerk
of the City and County of New York on
the 2nd day of January 1875.

That said Isaac Bristow duly ac-
cepted said trust and on the 2^d day
of January 1875, filed a bond for the
faithful performance of the duties of
his said trust in the office of the Clerk
of the City and County of New York, and
in the office of the Clerk of Court of
Common Pleas for the City and County
of New York.

That said Isaac Rustow then and there entered into and upon the performance of the duties of his said trust and received and became possessed by virtue thereof of a large amount of personal property including book accounts theretofore belonging to the said Joseph Stockbridge and Henry P. Martin, composing the said firm of Stockbridge and Martin and carrying on business as aforesaid between the 2nd day of January 1875 and the 10th day of December 1878.

That between the said last mentioned dates to wit the said 2^d day of January 1875 and the 10th day of December 1878 at the City of New York the said Isaac Rustow as such Assignee and Trustee as aforesaid sold and disposed of said personal property and received the proceeds thereof and as such Assignee and Trustee then and there collected various sums of money due on said book accounts.

That thereafter and between the 24th day of October 1877 and the 5th day of March 1879 proceedings were taken in the Court of Common Pleas in and for the City and County of New York

and a final accounting was had of the acts and doings of said Isaac Pristow as Trustee and Assignee under and by virtue of the assignment above set forth.

That on said accounting it appeared and was proven that said Isaac Pristow had received, and the said Isaac Pristow did receive, as Assignee and Trustee as aforesaid and between the said 2^d day of January 1875 and the 10th day of December 1878 at the City of New York under and by virtue of said assignment and as Assignee and Trustee for the benefit of the creditors of the said Joseph Stockbridge and said Henry F. Martin, composing the said firm of Stockbridge and Martin and carrying on business as aforesaid, the sum of Seven thousand One hundred and thirty one \$8,100 dollars, over and above all expenses and allowances for the performance by him of the duties of his said trust.

That on the 5th day of March 1879 a final decree on said accounting was duly entered in the office of the Clerk of the Court of Common Pleas for and for the City and County of New York, wherein and whereby the

0732

at the City of New York the said Isaac Trustow, acting as such Assignee and Trustee as aforesaid and while such Assignee and Trustee as aforesaid, falsely and fraudulently and feloniously converted to his own use, and feloniously took, made away with and secreted with intent feloniously to convert to his own use and fraudulently and feloniously withheld the said sum of seven thousand one hundred and thirty one ⁰⁸/₁₀₀ Dollars so received by him as aforesaid, money, goods, property, rights in action and other valuable security and effects belonging to the Estate and persons of said Joseph Stockbridge and Henry R. Martin, composing said firm of Stockbridge and Martin and other persons and creditors for whose benefit and in whose behalf the said Isaac Trustow was appointed Assignee and Trustee as aforesaid and who are to the jurors unknown and whose names are unknown to them and which came into their possession and under his care and control by virtue of such trust assignment, employment and office as aforesaid against the form of

0733

the Statute in such case made and
provided and against the peace of
the People of the State of New York
and their dignity.

Copy

2

Bristol

Indictment

0734

City & County
of New York City.

Frank R. Eddleton
being sworn says. I am attorney
for Pristow assignee. in his ac-
counting in the Common Pleas Court
on the winter of 1877 & 1878.
subsequent to Sept. 1877. I had
an interview with Pristow &
Stockbridge in my office. in re-
gard to the compensation of
Stockbridge. Stockbridge
stated to me. that he had collected
funds from the trust estate,
a certain part he had paid in
to the firm of Kild & Co, a certain
part he had in his possession
and was ready to pay it over to
the assignee. I asked him what
he thought his services were
worth. He fixed a sum in ex-
cess of \$400 dollars. and said he
had given about ~~a year~~ what
amounted to a year's work, du-
ring the period between the time
of the assignment. and that date.
He finally agreed on \$400 -
which was to be paid him. in

0735

case that amount was consid-
-ered proper by the Court. He then
paid in all the money he had
collected with the exception of
~~\$200~~ - about \$150 or \$200 - I
took and held \$100 of it by agree-
-ment for Stockbridge who said
to him in case the Referee allowed
him \$400 - Stockbridge stated
to me at that time that he had re-
-ceived nothing for his services
been allowed nothing, and had
no agreement about compensa-
-tion except what should be finally
held to be a reasonable amount.

Q. Wm. Dues. When did Kidd &
Co. over pay you the \$500
mentioned in the 3rd account
filed here?

A. It was subsequent to Dec
1874, and between May & Dec
1878 - and \$100 dollar legal
costs were paid at the same time.

Dues Did not witness testify in
your presence before the Referee.

That Stockbridge had been
paid the full \$400 for his services.
Ans. His testimony was to the effect

that Steelbridge had been paid
the \$400 - ~~It~~

Ques. And was it not true that at
that time you held for \$150.
to be paid to him if the referee
allowed it?

Ans. No - the arrangement was
that this \$150 was Mr. Steelbridge's
but was to be paid back to
Britton, if the Court held the
amount to be unreasonable.

The legal costs of \$100 mentioned
were not paid to the assignee
at any time. The settlement of
the suit against Kidd was based
on the statements that the property
was worth \$500. It was settled
on that basis, and the \$100 was
paid to me for my service.

VC. I prepared account No 3 to
which Britton has a claim.

Ques. Is the statement in said account
as follows. He said No I held
paying to this Assignee \$500 in
addition to the legal costs of
said suit. correct.

Ans. It is - \$500 paid the assignee

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and the costs paid to me.

The Amount of \$400 appearing
in the account was retained
by me from monies received
by Stockbridge for Quittor,
such monies as all received
subsequent to Sept 1877.
Given before me } F. K. Purdie
this 14th November 1879 }
Notary Public

1

City & County
of New York & Co.

John McKidd of 120
Noyt Street Brooklyn, called
person and examined by the
prosecution. I was Cashier for
Geo. McKidd & Co. from Dec 1844
to Oct 1846. Pristow was a
member of the firm during the
whole of that time. I remember
a deposit of certain monies
by Pristow as the proceeds
of the estate of Stockbridge and
Martin. The money went into
the general assets of the firm.

Ques Did Pristow of your own
knowledge draw out any of
that money?

Objected to and objection overruled
Exception.

Ans. He has. I personally paid it to
him. I paid him money in cash
I believe as much as the amount
deposited. He made no objection
as to how they were to be charged.

Ques You were in the habit of paying
monies to Pristow as a partner?

Ans. I was.

Ques What was the custom as to paying the firm.

Ans Drafts Checks were drawn to my order as Cashier and I drew the money and paid it to both Britton & Kidd.

Ques And these monies were for their personal use?

A I can't tell.

Ques Was there any designation

Ques You paid Britton in this way during the period from 1874 to 1876 a larger sum than this \$6012.80?

A Very possibly yes Sir.

Ques Did Britton ever give description as to how these monies were to be charged?

A Sometimes.

Ques When you say that you paid of these monies paid by you to Britton during that period was there any designation as to any part of them being on account of these trust funds.

A Sometimes.

Ques How was it designated?

Ans. By my knowing what it was for. In case it was a bill sent in for Rockbridge & Martin. I can't remember any other. I can't remember the amount of such bills.

Ques. Will you swear it was more than \$500 -

Ans. I can't recollect.

Ques. Martin was entitled to a certain share of the profits of the firm?

Question disallowed.

Law. Counsel for defense moves to strike out all of the witness' testimony immaterial and irrelevant. Motion denied.

Given before me }
 this 14 November 1879 }
 B. H. [Signature]
 Police Justice

City & County
 of New York Christopher Barry
 of No 28 Canal Street being duly
 sworn and examined says
 I am messenger at the County
 Clerk's Office.

Ques. Look at the book now shown you
 and state if that is one of the
 books of the County Clerk's Office
 and an official record?

Ans. It is one of the records, and
 produced by me from that office

Ques. Turn to page 67, and state what
 it contains?

Objected to upon the ground that
 witness cannot state on whose
 handwriting it is

The book is endorsed Record of
 Assignments Nos 8: County
 Clerk's Office.

Counsel for prosecution offers
 to read in evidence pages 67 to
 70 inclusive of this book

Counsel for defence objects. Obje-
 ction overruled and
 Exception.

Counsel agrees to accept a certified

0742

copy of the contents of the part
of the book offered in evidence as
being the original cannot be produced
by him on the adjourned day.

Seen before me } Christopher B. B. }
this 2 June 1879 }
J. H. M. }
Police Justice }

Adjourned to June 4 2 P.M.
Certified Copy annexed
marked A.

0743

Counsel for prosecution offer
in evidence a certified copy
of a bond - Bond marked "E"
Counsel for prosecution asks
and defence asks for adjournment
Adjd to July 8th 2 P.M.
* * July 1st 10 1/2 am.

1

City & County
of New York ss.

Joseph Stockbridge
of No 32 Greene Avenue in the City
of Brooklyn, being sworn for the
defence says. I am the Joseph
Stockbridge mentioned in the
assignment of Stockbridge and
Martin. The testimony given
by me before Mr. Peasants the
reference is true to the best of my
belief. Signed the testimony
later before said referee.

Ques You stated in your testimony
that you paid into the firm of
Kidd & Co. the sum of \$6072.80.
to what person or persons did
you pay that money?

Ans. To Mr. Kidd's brother and a
clerk named Halligan. They
were both at the time in the
employ of the firm of Geo. Kidd & Co.

Ques Did you pay any part of that
money to Mister personally?

Ans No Sir.

Ques Do you remember the disburse-
ments stated in your testimony before
been paid by you to have been

0745

Ans. I do -

Ques. Were those disbursements paid by you from monies collected from the trust estate & over and above the \$602.80 which you referred to?

Ans. They were -

Ques. Do you recall four items of disbursements in Quitor's record account amounting to \$2,852?

Ans. I do -

Ques. Were those disbursements paid by you from monies collected over and above the \$602.80. above mentioned?

Ans. Yes Sir.

Ques. Were all these disbursements paid by you prior to June 1876?

Ans. Yes Sir.

Ques. Was this \$602.80 paid into the firm of Geo. W. Kidd & Co prior to June 1876?

Ans. Yes Sir.

Ques. Was the \$400 dollars mentioned in the account paid to you for your services, paid by Mr. Quitor?

Ans. It was. about a year and a

half ago - I think it was since June 1877. I don't remember the date.
Ques From what monies was that paid if you know?

Ans. From monies that I had collected out of that estate and paid to Master.

X C Defendant was a member of the firm of Kidd & Co when I paid the \$400.00 into it. I paid it in there by his direction. The biggest part of my collections were before 1876. It commenced in December 1874. and. I don't know any thing about 52 weeks. I received the \$400 dollars for the services I had done.
~~received~~

Ques Did you receive any, say for those services prior to June 1876?

Ans. It is impossible for me to say, but I think not. I did not retain any of the monies collected by me prior to Dec 1876. The monies were paid over when collected. The \$400 was not paid all at one time. It was a settlement of previous transactions. and I gave a receipt for it. I gave up to my assignee in Dec 1874. every dollar

0747

I had in the world. ~~Answered~~
Horn before me
this 14 November 1879

Q. A.

Q. At the time you commenced
collecting for Weston as assignee
did you have any agreement
with him as to the rate of ^{your} compensa-
tion?

A. I can't recollect now.

Q. Was this amount of \$400
fixed upon and when?

A. I wanted more than that, and
he settled on 400 dollars - I guess
it was in 1877, but can't remember.

Q. Did you retain services of this
settlement on \$400 - any money
as your compensation?

A. I did

Q. At the time of this settlement of \$400
as agreed on were you paid any money?

A. I guess there was some money
to me at the time.

Q. Have you since this settlement of
\$400 - been paid any money?

Question withdrawn.

Ques Where did the talk about the \$400 occur?

Ans. I don't remember.

Ques Do you remember any talk about this \$400 at any time when I was present?

A. Yes I'm in your office -

Ques Did you have any other conversation with any body about it?

Ans. With Prior on the street. But can't tell the time. Can't recollect if I had any other -

Ques What conversation took place between you and Prior on the street?

Objected to objection sustained
Exception taken.

Now before me
this 14th November 1899

Wm. J. [Signature]
Police Magistrate

Joseph [Signature]
[Signature]

city & County of New York } William & Francis

of 213 N 43rd Street being duly sworn and examined for the purpose of this day. Know Isaac Bristow now present. I know the firm of Stockbridge & Martin

Ques Were you a creditor of that firm? ^{which?}
 Objected to as irrelevant, no assignment having been proved?

Ans I was, but can't specify the date

Ques When?

Ans October 1st 1894 -

Ques What was the amount of your claim?

Ans Objected to upon above grounds -
 Two hundred forty four $\frac{8}{100}$ each.

Ques Has Mr Bristow paid any part of that claim?

Ans Objected to upon same ground.
 Not that I am aware of -
 I suppose I presented my claim to defendant.

Ques I never presented it in person.
 do not know that it was presented

City & County
of New York.

James J. Halligan
of No 372 Washington Street,
being duly sworn and examined
for the prosecution says, I am
acquainted with Isaac Bristow
now present. I know his handwriting
I have seen him write very fre-
quently. The signatures now shown
are in the handwriting of Isaac
Bristow. The paper marked 1 mm.

Ques. Look at signature Isaac
Bristow on page marked 2 mm
and state whose handwriting it is?

Ans. The signature is Isaac Bristow's.

Ques. Look at signature Isaac Bristow
on page 3 2 mm. and state whose
handwriting it is?

Ans. The signature is the defendant's.

Ques. Look at signature on pages marked
3 1/4 and state whose handwriting
it is.

Ans. The signatures are Isaac Bristow's.
Counsel for prosecution offers in
evidence the account contained
in the papers bearing the signature
of Isaac Bristow on page marked 1 mm.

0751

also the accounts contained in pages
marked 2 J. N. M. 3 J. N. M. and 4 J. N. M.
43-

Counsel for defence objects. Objection
overruled. Exception taken.
Counsel offers in evidence the
~~record of the Court of Common Pleas~~
which. The paper marked 11,
which Counsel for defence admit
came from the Court of Common Pleas.

Objected to. Objection overruled.
Record admitted. Exception -
The Counsel for prosecution
offers in evidence the decree
marked "C. D."

Objected to. Decree admitted
Exception taken.
Shown to before me } Jas. M. Higgins
this 4 June 1879 }
Police Justice

0752

I

37 Church St
New Haven
Conn

To whom it May Concern
The bearer Wm
W Maxwell has been
in my employ four weeks
and left of his own accord
You will find him
a good man in his
business!
Howard Maine

People

Isaac Bristow

- I. About December 1st 1874 the firm of Stockbridge and Martin failed.
- II. On the 4th of December 1874 they made an assignment to the defendant ~~Isaac~~ Bristow of all their property for the benefit of their creditors.
A certified copy of the assignment is with the papers presented to the Grand Jury.
- III. The assignment was duly filed in the office of the Clerk of New York County, see assignment above mentioned.
- IV. Said Isaac Bristow filed his bond and qualified as assignee.
- V. Said Bristow thereafter filed an account of his proceedings in the Court of Common Pleas for the City and County of New York from which it appears that he received as such assignee the sum of over seven thousand dollars.
A copy of the account is with the papers.
- VI. A decree was made on March 5th 1879 by the Court of Common Pleas wherein said Isaac Bristow was

charged with the \$7131.08 above all expenses and allowances and ordered to forthwith pay to each creditor named in the decree the amounts fixed therein.

A certified copy of the decree is with the papers.

VII. On the 10th of March 1879 a certified copy of the decree was served on said Bristow, and a demand made upon him to pay over the amounts due thereunder.

This will appear by the testimony of Henry Adams.

A copy of the written demand is with the papers.

VIII. David Lewis Bristow refused to make any payments or comply with the terms of the decree, and has made away with and converted to his own use the said trust fund of \$7131.08.

This will appear by the testimony of Henry Adams and George W. Kidd.

0755

People
vs
Leone Brilio
Statement
for Grand Jury.

0756

Court of Common Pleas for the
City and County of New York.

In the matter of the
accounting of
Isaac Bristow
Assignee

of
Joseph Stockbridge^{and}
Henry J. Martin
Insolvents

} Decree

At a Special Term of
the Court of Common Pleas
for the City and County of
New York held at the County
Court House in the City
of New York on the 24th
day of February 1879

Present

Hon. Charles P. Daly

Chief Judge

A citation dated December 27th 1877
having been duly issued to all persons
interested in the estate assigned by
the above named insolvents to said
Isaac Bristow for the benefit of
their creditors by assignment dated
December 4th 1874 and duly executed
and filed as required by law to attend

the settlement of accounts of the said
 Isaac Bristow as such Assignee and
 said assignee having duly given and
 published notice to all persons interest-
 ed in said estate to present to him
 their claims pursuant to the order of
 this Court and no claims having
 been presented, other than those men-
 tioned in the report of the Referee
 hereinafter referred to and such
 citation having ^{been} duly served upon
 all parties interested in said estate
 and upon the return day thereof,
 viz March 1st 1878, said Assignee hav-
 ing duly filed his account as such,
 on February 12th 1878, and having ap-
 peared by J. H. Pendleton Esq., his
 Attorney, and James R. Adams hav-
 ing appeared as Attorney for Arnold
 & Smith Receiver of C. B. Herriman
 Isaac Petty, Adams and Company
 Gregg and Woolner, Edwin Walters,
 Joseph Bensusan, Schultze and Tailor
 Buchanan ^{near St. J.} and Company, William M.
 Thompson, William St. Martin, creditors
 of said estate, and the proceedings
 having been duly adjourned to
 March 21st 1878, James R. Adams as
 Attorney for and in behalf of the

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creditors represented by him as aforesaid having duly filed objections to said account and it having been duly referred to Charles W. Pleasants, Esq., Attorney and Counsellor at Law, to take and state the account of said Assignee and two additional accounts having been duly filed by said Assignee and objected to by the creditors represented by said Adams and said Referee having duly filed his report here in on such reference on February 1st 1879 and due notice of the filing of said report having been given by said James R. Adams on behalf of the creditors represented by him as aforesaid to J. H. Pendleton Esq., Attorney for said Isaac Bristow Assignee, Pelton and Poucher, Esqrs., Attorneys for Cook and Bernheimer and George Curiff, A. Prentice, Esq., Attorney for City National Bank of Hartford, Whitlock & Simonds, Esqrs., Attorneys for Purdy & Nicholas, F. D. Harmon Esq., Attorney for George W. Kidd, one of the sureties on the bond of said Assignee and to James F. Halligan the other of the sureties on the bond of said Assignee, and exceptions to said report having

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been filed ^{by} said James R. Adams, in
behalf of said creditors represented by
him, which have been withdrawn and
exceptions thereto having ^{also} been filed by
George W. Kidd, and notice of motion
by said James R. Adams, as such
Attorney, to confirm such report and
overrule and disallow the exceptions
filed thereto by said Kidd, having
been duly served on F. D. Harman, Esq.
Attorney for said George W. Kidd, on
said James F. Halligan and on F. M.
Pendleton Esq. Attorney for said Assignee
and on motion of James R. Adams, of
Counsel for the creditors represented by
him as aforesaid to confirm ^{said report} and dis-
allow and overrule said exceptions,
having also heard A. Prentice, Esq.
Attorney for the City National Bank
of Hartford, in support of said motion,
and F. D. Harman Esq. of Counsel
for said George W. Kidd, in opposition
to said motion, and in support of the
exceptions filed by said Kidd as aforesaid,
and having also heard F. M.
Pendleton Esq. Attorney and of Counsel
for said Isaac Bristow Assignee in
opposition to said motion, and due
deliberation having been had it is

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Ordered adjudged and decreed
as follows

That the report of said Referee
filed herein on February 1st 1879 be
and the same is hereby in all respects
confirmed except as hereinafter specifically
corrected and that the exceptions filed
thereto by said George W. Kidd, be and
the same are hereby overruled and dis-
allowed

That the said Isaac Bristow
Assignee has received from said assigned
estate, the sum of Eight thousand two
hundred and five $9\frac{1}{100}$ dollars, with
which, and added as hereinafter specified,
he is chargeable.

That said Assignee is chargeable
with interest on the amounts received by
him and deposited in the firm of George
W. Kidd & Co. of which he was a member
at the time of such deposits, from the fact
that said sums of money were used by
them in their business, and also from the
fact that said Assignee has no part of the
money so deposited on hand, and has not
had, since such deposits.

That the interest on the amounts deposit-
ed with the firm of George W. Kidd & Co.
as aforesaid from the respective dates of
of such deposits up to the date of the report
December 4th 1874 and duly executed
and filed as required by law, to attend

the assignment of accounts of the said
by

of the Referee herein is one thousand three hundred and sixty seven $\frac{25}{100}$ dollars and such interest from the date of this decree is Fifty one & $\frac{4}{100}$ dollars, making the total amount with which said Assignee is chargeable, nine thousand six hundred and sixty four $\frac{7}{100}$ dollars.

That said assignee be and he is hereby credited with the sum of Fifteen hundred and twenty nine $\frac{9}{100}$ dollars the amount of his expenditures in the administration of such estate and execution of his trust leaving a balance with which he is chargeable of Eight thousand and thirty four $\frac{74}{100}$ dollars.

That out of said last mentioned sum, said Assignee make the following payments. To Mun and Parsons the sum of two hundred dollars in full, for the balance due them for services rendered to said assigned estate; that being the sum to which they ~~they~~ are adjudged to be entitled for the balance due them therefor.

To John Cotto, Stenographer, for services rendered on such accounting, the sum of Seventy five dollars.

To the Referee for his fees herein the sum of one hundred and fifty dollars.

That said Assignee retain out of said

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amount with which he is chargeable the sum of four hundred and seventy eight $\frac{66}{100}$ dollars for his services in the execution of his trust.

That the claim of George M. Kidd for storage of certain goods belonging to the estate is disallowed and the report corrected in this respect.

Leaving a balance in the hands of said assignee of seven thousand one hundred and thirty one $\frac{08}{100}$ dollars to be distributed as hereinafter specified.

That the claims of the following creditors of said assigned estate to the amounts hereinafter specified be and the same are hereby allowed against said estate.

Cook and Bernheimer	\$ 950.62
George Cuniff	86.82
Arnold E. Smith Receiver of C. B. Surinam	166.34
Isaac Pitty	182.14
Adams and Company	51.25
Gregg and Woolner	13 26.17
George M. Aida and Company	11 04.04
Edwin Walters	509.51
Joseph Bensussan	601.13
Schulze and Taler	121.54
Buchanan and Company	13 28.35
Oscar Hoyt	100.56
Clement Herdt and Company	201.94
Newcombe Buchanan and Company	815.30

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the settlement of accounts of the said

William M. Thompson	67.32
William H. Starin	1099.20
City National Bank of Hartford Connecticut	1729.18
Purdy and Nicholas	231.42
James S. Carey	1348.78
J. W. De Laune	56.55
Horace Merrill	871.31
George W. Welch as admr of	
John S. Sweetland	288.06
Griffiths Curtis and Company	370.89
George W. Welch as admr of	
Louisa S. Martin	403.50
George W. Torrey and Company	611.49
George W. Torrey	1263.23
Elska T. Smith	2247.80

That the claim of Cyrus A. Hubbard be allowed at \$892 and the report corrected in ^{this} ~~that~~ respect.

That the total amount of said claims allowed against said estate is Eighteen thousand eight hundred and twenty six $\frac{47}{100}$ dollars

That said Assignee distribute among and forthwith pay to each of the said claimants or their attorneys, their pro-rata share of the said sum of seven thousand one hundred and thirty one $\frac{97}{100}$ dollars remaining in his hands as aforesaid according to the respective amounts of their claims which

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are allowed as aforesaid and take vouchers for such payments.

That upon satisfactory proof of a compliance with the terms of this decree by said Assignee, that said Assignee and his sureties on the bond filed by him be relieved from all further liability on account of his said trust, as to all persons interested in said assigned estate and to all persons whatsoever

New York February 28th 1879

Copy
J. J. Harris
Clerk.

their creditors by assignment dated December 4th 1874 and duly executed and filed as required by law to provide

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1871
Court of Common Pleas
for the City and County of Boston

In the matter of the

accounting

of

Isaac (Duslow)

Assignee

Debit

This Indenture made the fourth day of December, in the Year 1874, Between Joseph Stockbridge, of the City of Brooklyn, and Henry J. Martin, of the City of New York, partners, doing business in the City of New York, under the firm name of "Stockbridge & Martin", of the first part, and Isaac Bristow, of the City of New York, of the second part, —

Whereas the said parties of the first part are indebted to various persons, in divers sums of money, which they are at present unable to pay, and desire to assign all their property for the rateable benefit of all their creditors:

Now, therefore, this Indenture witnesseth: that the said parties of the first part, in consideration of the premises, and of the sum of One dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these Presents do grant, bargain, sell, assign, transfer and set over unto the said party of the second part, his successors and assigns, all and singular the lands, tenements and hereditaments, real estate and ~~chattels~~ of the said parties of the first part; and also all their goods,

wares and merchandise, personal property, chattels and effects; also, all and singular the debts, sums of money, balances of account, promissory notes, Bills of Exchange, drafts, bonds, judgments, and other securities, claims and demands now belonging, due or payable, or to become due or payable to them, and also all the books of account of the said parties of the first part, and all papers, documents and vouchers relating to their business dealings, property or affairs.

To have and to hold the same, and every part and parcel thereof, unto the said party of the second part, his successors and assigns: In Trust, nevertheless, and to, and upon the uses, intents and purposes following, that is to say: that the said party of the second part shall take possession of the said property hereby assigned, or intended so to be, and shall, with all reasonable diligence, sell and dispose of the ~~same~~ ^{same}, and convert the same into money; and shall, also, with all reasonable diligence, collect, get in and recover all and singular the said debts, dues, bills, bonds, notes, accounts, and balances of account, judgments, securities, claims and demands hereby assigned or intended so to be; and with and out of the proceeds

of such sales and collections, that the said party of the second part shall first pay and discharge all the just and reasonable expenses, costs, charges and commissions attending the carrying into effect the trusts hereby created; together with the reasonable and lawful commissions of the said party of the second part for his own services, and that with and out of the residue or net proceeds of such sales and collections, the said party of the second part shall pay and discharge the debts due and owing by the said parties of the first part, if the said net proceeds shall be sufficient for that purpose; and if the said net proceeds shall not be sufficient for the payment of the said debts, in full, then, that the said party of the second part apply the same, so far as they will extend, to the payment of the said debts, ratably, and in proportion to the amounts thereof, without distinction or preference; and for the better and more effectual execution of these presents, and of the trust hereby created, the said parties of the first part do hereby make, constitute and appoint the said party of the second part and his successors, the true and lawful Attorney and Attorneys

irrevocable, of the parties of the first part, with full power and authority to do, transact and perform all acts, deeds, matters and things which may be necessary in the premises, and to the full execution of the said Trust; and for the purposes of said Trust to ask, demand, recover and receive of and from all and every person and persons, all the property, debts and demands belonging and owing to the said parties of the first part, and to give acquittances and discharges for the same, and to sue, prosecute, defend and implead for the same, and to execute, acknowledge and deliver all necessary deeds and instruments of Conveyance; and, also, for the purposes aforesaid, or any part thereof, to make, constitute and appoint one or more Attorneys under him, and at his pleasure to revoke the same: hereby ratifying and confirming whatever the said party of the second part, or his substitute, shall do lawfully do in the premises.

And the said party of the second part doth hereby accept the Trust created, and in him reposed by these Presents.

In witness whereof the parties to these Presents have hereunto set their hands and seals the day and year first above written. —

Joseph Storckbridge
Henry Dr. Norton
James Brewster

In the presence of
John T. Kingsford

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State of New York } ss
City & County of New York }

On this fourth day of December, 1874 before me personally appeared Joseph Stockbridge, Henry F. Martin and Isaac Bristow to me known and known to me to be the individuals described in and who executed the foregoing instrument and severally duly acknowledged to me that they executed the same for the uses and purposes therein mentioned.

John T. Kingsford

Notary Public
New York Co. -

Recorded 2^d Jan'y 1875 - at 11h 05m
in Record of assignments Vol 13 -
at Page 64 to in the New York
County Clerk's Office -

Henry A. Kumbler
Clerk

0771

Stockbridge & Martin

— 50 —

Isaac Bristol

Assignment

Date December 4. 1874.

[Signature]

[Signature]
(P. 67)

Recorded
2 Jan'y 1895

11h 25m

Wm. H. Hargens
J. S. Hargens

City & County
of New York ss.

Isaac Ruston

Defendant herein being sworn
and examined in his own be-
half says.

Q. Did you ever receive personally
or have in your possession
personally the \$602.80. men-
tioned by Stockbridge as paid
into the firm of Geo. W. Kidd & Co.

A. I never did. not a cent of it.
Q. What was done with that money?

A. It went into the business of Geo.
W. Kidd & Co.

Q. At the time of its receipt by
that firm?

A. At the time.

Q. Does it still remain in the
business of the firm of Geo. W. Kidd
& Co.?

A. It does.

Q. Have you at present any con-
trol of the assets or business
of Geo. W. Kidd & Co.?

A. No Sir.

Q. Since when?

A. October 18/76

Ques Was this paper ever served upon you and at the same time the original signature of Judge Lawrence shown you and if so when?

Ans Question disallowed.
Exception.

Counsel for prosecution admits that witness has had no control over the assets or business of the firm since Oct 7, 1876.

Ques Did you make any demand on it. It is also admitted that the assets and business of Geo W Kidd & Co. have since remained in the possession of Geo W Kidd.

Ques Have you made any demand upon Geo W Kidd for any of these monies for the benefit of the estate?

Ans I have made a demand on the Cashier, but did not get it. Mr Sanderson was present when I made the demand, and think it was Feb'y 1877.

Ques Did you pay me the \$50. mentioned in the first account under the head of sundry expenses?

Ans. I did in money, subsequent to the proceedings before the referee. It was before the filing of the first account, and subsequent to Sep 1877.

Ques. Did you pay it from monies received from the trust estate?

Ans. I did.

Ques. Did you pay the item referee's fees of \$150. from the monies received from the trust estate and about when?

Ans. I did. it was after the test money was closed.

From before me } Done
 this 14 Nov 1879 }
 B. C. M. }
 Police Justice

The People vs
 on Complaint of } Ampleyement
 Oscar Stogt. } before Justice.
 vs. Isaac Britton } Handell.
 May 24 1879

City & County
 of New York ss. Henry M. Adams.

of 351-2 Avenue being sworn
 and examined for the prosecution
 says. I know Isaac Britton
 the defendant

Ques Did you see him on the 10 day
 of March 1879?
 Objected to and objection overruled
 Exception taken.

Ans I did.

Ques. Did you make a demand then
 Question Withdrawn.
 I called at defendant's house
 saw him in his parlor. and said
 to him. I have a decree to serve
 upon you in the Stockbridge
 matter. I served the decree. and
 served upon him a written demand.
 a copy of the original which I
 now have. All of the copy is

cept the first few lines was in the handwriting of James R Adams. I read the original to him.

and asked him for the money that belonged to the creditors Stockbridge & Martin.

The paper annexed marked "A".

He ~~then~~ said he did not have the money, that McKidd had it all, and ~~he~~ would have to get it of him. He did not pay me any money at that time. I had before served papers on Preston in the matter of his accounting. I knew him to be the assignee here in. James R Adams, Counsel for the creditors sent me to serve the decree and make the demand. The paper put in evidence is in the handwriting of James R. Adams. He

Ques. What if any instructions did James R Adams (since deceased) give you in relation to receiving the money from Preston?

Objection and objection overruled.

Exception taken upon the ground that the conversation was not an

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The presence of the prisoner
Mrs. Hea ^{to be} authorized me to collect the
money and give him a receipt
if he paid.

V. E. I was not a creditor, or entitled
to any funds in Buitor's hands,
was not an attorney. I took this
original with me, and when I
signed the copy. I read the origi-
nal telling him it was the original.
I showed him the original by handing
it to him. I think he took it. I had
but one copy with me.

Done before me

this 24 May 1879

W. C. Hamill
Justice of the Peace

Henry M. Adams

City & County
of New York.

Joseph Stockbridge
of 32 Greene Avenue Brooklyn
sworn and examined for the
prosecution says. I know Isaac
Quistow now present. Myself
and Henry J. Martin were
the members of the firm of
Stockbridge & Martin in the
year 1874.

Ques. Did your firm make an assign-
ment to Quistow in 1874?

Objected to and Objection

Question sustained.

I was employed by Mr. Quistow
to collect money. I think it is
somewhere commencing Dec
1874. and continued about one
year and a half.

Ques. What money did you collect.

Objected to. Objection sustained.

Adjournd to June 2:10. A.M.

Joseph Stockbridge
H

In the matter
 of Isaac Bristow
 assignee &c

Before
 C. H. Pleasant Esq
 Referee

New York May 17th 1878

Present

The Referee Mr Pendleton
 and Mr Adams

Isaac Bristow called for examination, having been duly sworn, is questioned as follows:—

By Mr. Adams

Q. Joseph Stockbridge and Henry F. Martin composing the firm of Stockbridge & Martin made an assignment to you for the benefit of creditors on December 4th 1877 did they not?

A. Yes, Sir.

Q. How long after the assignment did you take possession of that property?

A. Almost immediately.

Q. How many days do you think it was — one day or — ?

A. (Interrupting) Well I think I took possession the same day. I think so, &

Q (By the Referee) The day of the assignment or the day of the giving of the bond?

A I think the day of the assignment.

Q What did you do upon taking possession of that property?

A Commenced to sell it out - the stock.

Q What did you find there?

A I found there a stock of liquors, certain notes, and accounts against certain parties.

Q Did you find any fixtures?

A Yes there were some fixtures there that were said to belong to the party owning the building.

Q Did you investigate whether they did belong to the parties owning the building?

A Mr Stockbridge told they did and I took it for granted that he knew.

Q Did you find any office fixtures at all belonging to them?

Objected to on the ground that it appears in the account what office fixtures he found.

A I think there was, to the best of my recollection.

Q Did you make a list of the stock fixtures and other property (excepting the accounts) which came into your hands as

assignee?

A. Personally I did not. I think a clerk of George W. Kidder & Co took an inventory for me.

Q. Did you see it made?

A. I was not present; no.

Q. Did you ever examine the property and inventory after the latter was made, to see if it was correct?

A. Do you mean to say did I go and gauge the barrels?

Q. Did you make such an examination?

A. I made an examination.

Q. Let me ask my question. Did you make such an examination of the stock and property after the inventory was made as would enable you to know whether the inventory was correct or not?

A. Yes, I did.

Q. What examination did you make?

A. I counted the number of barrels, and sounded them; I did not gauge them; I do not understand gauging barrels. We sent a man there who did understand the gauging - a clerk of Kidder & Co.

Q. What else did you do?

A. That is all I did.

Q. Did Mr. Stockbridge tell you which office

fixtures belonged to the firm of Stockbridge & Martin; and which belonged to the owner of the building?

A. I think he did; I think he said to me that certain pieces of furniture in the office and the office railings and desks belonged to the party I think owning the building. That is my remembrance of it, and he said they were not his. He pointed out the safe and I think there was a small safe desk that belonged to the estate. He pointed out to me one or two little things that belonged to the estate, and I think he said that the balance did not belong to him but that it belonged to the landlord.

Q. Where is that inventory you have spoken of?

A. I don't know where it is; it was left in my desk where the pretended dissolution of George W. Kidd & Co. took place. I have not seen it since.

Q. The last of it you saw it was — ?

A. (Interrupting) The last I saw of it was previous to October 1876.

Q. It was in a desk which was in the — ?

A. (Interrupting) I don't know whether —.

It was in George W. Kidd & Co.'s keeping.

Q. Did you receive the books of account and

~~bill~~ receivable of the firm of Stockbridge & Martin which they had at the time of the assignment!

Q I did. — In reality I left them with Mr. Stockbridge in the safe that was in the building for the reason that —

Mr. Pendleton Just answer the question. The Witness They came into my possession.

Q What has become of them?

A Will those that have not been paid I have got now.

Q The books?

A The books are in the hands of my Attorney.

Q What are the books?

A I think a ledger, cash book I don't think there was a journal; I think there was three or four books I don't remember.

Q The usual books?

A The usual books; I suppose they were the books that were —

Q (Interrupting) You said, I believe that after you took possession of the property of the assignors that you proceeded to sell the same?

A Yes, Sir.

Q What was it that you sold?

A Well, I sold — I did not sell personally anything, Mr. Stockbridge sold the goods for me. It was understood when I

took —

Q. (Interrupting) Did you superintend the sales by him?

A. I did. He came to me usually when he wanted to sell anything.

Q. Were the sales private, or where they at public auction?

A. Private. I did not consider it for the benefit —

Q. (Interrupting) Mr Stockbridge, that you was one the assignors?

A. Yes, sir.

Q. Did you give him general management of the affairs of the assigned estate?

A. I did, sir.

Q. Where did the property remain until it was sold?

A. I remained in the building in which they did business until a certain part of it was transferred to the warehouse of George W. Kid & Co, that was unsold.

Q. When was that?

A. I think that was some time in the summer 1878 I think so; that is my recollection.

Q. Did Mr. Stockbridge continue to have control of the goods after they were sent to George W. Kid & Co?

A. I don't know that he did.

Q. Don't you know anything about it?

A. He did not to my knowledge.

Q. Had you give him any control of them after that time?

A. I think he had the same control of them as he had at any other time. I never withdrew any authority from him to sell.

Q. During the period that the goods were in the place of business of the assignors and up to the time of the removal of them to Messrs Kid & Co's place how much of the time were you at the place where the goods were?

A. I was there frequently he came to me and I went there.

Q. Were you there every day?

A. No sir I was not.

Q. How many days of the week were you there?

A. I could not say how many days of a week, I went there as often as I considered it necessary.

Q. Were you there two days in a week?

A. I am not going to state how many days. I went there as often as I thought it necessary.

Question repeated.

Mr Pendleton: To the best of your recollection please state.

A. Well I suppose I went sometimes twice a

week, and sometimes three times a week, and I don't think I went oftener.

Q And sometimes less?

A Yes although I did not say that.

Q I said it

A Yes; it is your talking and not mine.

Q What did you realize from the goods which were sold at the place of business of the assignors?

~~Q~~ Objected to on the ground that it appears in the account.

Objection over-ruled.

A I cannot remember, it is in the account.

Q (Handing a paper to the witness.) Take the account and inform me please!

A I believe this was all sold in the — I don't know. I think there was one lot sold from Kidd & Co's place.

Q (By the referee.) Could you designate that?

A I could not I think I was there or four barrels of Whiskey.

Q And the rest was sold at the place of business of the assignors?

A Yes sir.

Q What was the number and street of the place of business of the assignors?

A I don't remember the number it was on Broadway.

- Q. (By the Referee) What part of Broadway?
- A. It was just the commencement of Broadway. I think somewhere about twenty three.
- Q. Near what street?
- A. Well it must be near Exchange Place a little this side if I remember right, I think twenty something.
- Q. (Mr. Boston, at the time of the taking of the inventory of this property did you have it appraised?
- A. No sir I took it at the cost price (if I remember rightly) paid by Mr. Stockbridge.
- Q. (By the Referee) You took his books and took the cost price?
- A. Yes. If I remember rightly, Mr. Stockbridge put the price he paid for these goods as their value.
- Q. At the sale of those goods did you realize the cost price?
- A. Yes, I think and more. That is my remembrance of it.
- Q. Are there any goods remaining unsold among those that were delivered to George W. Kidd & Co?
- A. I believe so. I have not been up there to see. I made a demand on Mr. Kidd for them and he refused.
- Q. Are there any goods which you placed in the possession of George W. Kidd & Co for which you have not received any return in money?
- A. The Six.

Q. Can you tell us what those goods are?

A. I cannot tell you exactly what they are. I think there is a memorandum of it here. Some \$800 or \$900 I think it amounts to in all if I remember right. I don't remember the exact amount.

Q. Have you a list of those goods?

A. I can furnish you a list at the next meeting.

Q. Well, I wish you would.

A. Yes sir.

Q. Were you a member of the firm of George W. Kidd & Co.?

A. I am now.

Q. I say were you at the time these goods were sent there?

A. Yes, sir.

Q. Have you stated all that you did with reference to these goods as assignee?

A. Yes sir.

Q. Did you go into possession, or rather did you take charge of any real estate which the assignors had at the time of making the assignment?

A. Yes sir.

Q. Was that property in Bradford Downshut Pennsylvania mentioned in the schedule of the insolvents?

A. Yes I believe it was.

Q Did you go in possession of any other real ~~estate~~ property?

A Not that I remember I don't remember.

Q What did you do concerning that property?

A I think I acted on the advice of Mr Stockbridge, and left the matter with him to dispose of. I think (if I remember right), he said the property was of little value, and it was in a terrible state of repairs and something of that kind. Any way I left it to him to dispose of.

Q Was it sold?

A I believe it was.

Q Is that property mentioned in your schedule connected with your account?

A I believe it is.

Q Just look and see if it is in Schedule B there in the account filed February 12, 1878

A Bradford property? Yes. \$539.93

Q What was the amount realized on the sale of that property?

A It looks like \$464.

Q Do you know to whom it was sold?

A I don't remember.

Q In your account last mentioned I find in columns one set of figures opposite the real estate

and then inside the columns other sets of figures. Will you please explain the meaning of that. Do you know?

A I do not.

Mr. Pendleton states that the inside column is the money realized: the outside column is the amount of the values put in the inventory of the designs, filed in accordance with the Statute.

Q In regard to these accounts which I find here in the schedules annexed to your account, what did you do concerning those after your appointment as assignee?

A I gave Mr. Stockbridge authority to collect them.

Q Have you done anything else concerning them?

A I carried on a suit.

Q Do you know what Mr. Stockbridge has done?

A I know he has collected certain accounts and turned the proceeds unto me.

Q How do you know that?

A Well, because he said so.

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Q Then all you know as to what has been done concerning these accounts is what Mr. Stockbridge has told you?

A As what he has reported to me.

Q And all you know of the sales of the other property is from what he reported to you?

A Exactly.

Q I find in your account in the schedules of bills receivable the account marked C & B, various items marked "Bad" Do you know anything as to the nature of those accounts, of their condition, which are so marked?

A Well, I had conversations with Mr. Stockbridge in regard to the matter and as he knew the matters a good deal better than I did, I was guided by what he said.

Q And he told you they were bad?

A He told me they were bad, and I supposed that he knew.

Q I find various accounts marked "Process of Settlement" What does that mean?

A It means just exactly what it says.

Q Do you know anything about those accounts so marked?

A Yes Sir.

2. Please take the account and tell me what you know concerning them?

A Well, Hope's has been settled since.

2 Just give us the amount of that?

A Mr. Pendleton has got that; I cannot give you the amount.

2 Is it in the additional account?

A I don't know whether it is or not.

Mr. Pendleton. It is in the additional account filed here.

The Witness. J. Clarence Shidell, I think that is a mistake, because I do not know that it is in the directory. J. Clarence Shidell, I have not been able to find him, nor has Mr. Stockbridge; we have both looked for him.

2 Have you looked for Clarence Shidell?

A Yes; and Mr. Stockbridge.

2 You have personally looked for him?

A Yes. I have personally. D. L. Simpson "process of settlement" I don't remember about that. W. H. Shipman is another of these here accounts that Mr. Stockbridge said he thought something might be got out of them, and I gave them into the hands of Mr. Pendleton to try and collect them.

2 Tell all you know about it?

A That is all I know about it. That

seems to be all under that head.

Q Do you know of any property belonging to the Assignors which is not contained in the schedules attached to your accounts?

A I do not.

Q Have you stated all the services rendered by you, the steps taken in connection with the assigned property?

A I think I have.

Q Have you any vouchers for the payments set forth in your accounts, or of either of such payments?

A Those vouchers are in the hands of George W. Kidd & Co.

Q Have you any vouchers for the payment set forth in Schedule C "John B. Parsons, \$250."?

A That is in the schedule.

Q What was that payment for?

A That was a retainer to defend a suit that was brought by Griffiths, Curtis & Co. claiming one half of the personal property.

Q Don't you mean a suit brought by one Hoats?

A It is the same suit. It was a suit that was originally brought by Griffiths, Curtis & Co. They attached the interest of Stockbridge in the goods in store, on the

ground that he was a non resident of the County, and an execution was put in by the Sheriff and his interest was sold. Mr Staats bought that interest and Mr Staats then commenced a suit against me as Assignee: they said it was that property. He got an injunction restraining me from selling - if I remember rightly, and made an application to the Court to have me removed as Assignee, and to have Mr Staats appointed as Receiver. The Court refused their application and appointed me as Receiver.

Q And then this is the same suit?

A Yes.

Q. It was a returner in that suit of Staats vs Burtow?

A Yes, Sir.

Q Have you paid him any other money?

A No Sir. I still owe him a bill; he sent me in a bill of some

Q Did you make all the payments charged against the assigned estate in Schedule C?

A No Sir. I did not.

Q Which of them did you make?

A John C. Parsons.

Q \$250. ?

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Q \$250. Mr Penleton \$200.

Q Have you any vouchers for that?

A Yes; not here. I have got his voucher for it at home "Sundry expenses \$50". That is \$50. That I left in the hands of Mr Penleton to defray sundry expenses that might accrue.

Q Do you know whether it has been expended or not?

A I do not. "Advertising for creditors to prove claims \$24.35". I paid that. \$3.50. I paid "Publication \$6.50. and ditto publication of \$6.50 and \$7.70. Joseph Stockbridge \$400. Rent \$300." but I paid \$425 for rent; there is \$125 of it in another book.

Q Who made the other payments specified in the schedule?

A Mr Stockbridge I suppose.

Q Do you know anything about those except his reports to you?

A No Sir. I do not.

Q Have you any vouchers for them?

A I have not any vouchers. They are most of them small amounts. I have no voucher for any small amounts.

Q There is an item of "Paid Joseph

"Stockbridge, services 52 weeks \$400.
What was that for?"

A That was for selling out the goods
and collecting the debts.

Q Was he continuously employed there
for 52 weeks?

A Yes. He was there longer than that.)

Q Did he attend to any other business
during that time?

A I don't think he did. I don't know.
I cannot answer that question.

Q Was anybody else at this place where
the goods were?

A Not employed by me.

Q Were they employed by him?

A I suppose when he wanted to have
any heavy work done he employed
some one to do it.

Q Were there any clerks there in the
office?

A There were no clerks there that I
know of.

Q Is not it a fact that Mr. Stockbridge
carried on business at the place where
these goods were left for sale?

A I don't think he did.

Q Do you know anything about it?

A I do not.

Q What agreement did you make with

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him in regard to his services?

A I did not make any agreement.

Q How was this sum of \$400. arrived at.
A Well, I thought it was a fair compensation.

Q Have you a voucher for that?

A That is in the hands of George W. Kidd & Co

Q What is this item of rent \$300.?

A Well, it was really \$425. I have not got any memorandum of it. It appears — It was for rent of the building where the goods were sold.

Q For how long?

A I think for four months. The \$425. was really paid in one account.

Q There is \$125. in this other account?

A Yes.

Q \$425. for four months?

A Yes. They did not claim any thing else after that and they said we could have it until they let it.

Q How much of the building did you occupy there?

A One entire floor. I think the whole of it.

Q The same floor on which they carried on their business?

A Yes: I won't be sure about that I think it was. I think it was two

floors, but I won't be certain.

Q You took the same amount of room ^{that} they had when they carried on business themselves?

A Yes, sir.

Q Did you attempt to take a place for the storage of the goods that could be got for cheaper rent?

A I did not.

Q Have you any voucher for the item of rent?

A It is in the hands of Gargell, Kidd & Co.

Q Have you credited the estate with the items contained in Schedule F & B. and marked "Paid Collins", paid Bell?

A No sir.

Q You have not?

A No, sir.

Q Who were those men?

A Collins was a former agent of theirs.

Q (By Mr. Pendleton) And who was Bell?

A Bell, the same.

Q Agents at what place.

A At Broadway Stockbridge & Martins.

Q In the same premises were they?

A I presume so: they were working for them as their agents.

Q (By the Referee) What do you mean by agents?

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 A Employees: travelling agents: Salesmen.

Q (By the Referee) Traveling Salesmen!

A Yes, Sir.

Q And the amounts collected and returned by them, you have charged against the estate?

A I never -

Q You have not given the Estate credit for it!

A No, Sir.

Q When were these amounts collected by them? After the Assignment?

A Mr. Callins claims -

Mr. Adams objects and moves to strike out the answer as not responsive. Motion granted.

The Witness, I have no knowledge of when they were collected?

Q Do you know whether or not they were collected after the making of the assignment?

A I do not. Mr. Callins claims that they were made before.

Q Did Mr. Bell claim that the payments were made before, to him?

A I think that he claims that he collected it since and paid himself with it some amount that they owed him. He was not authorized by me to collect it.

Q Mr. Bell, since?

0800

A That is my recollection of it, I think he said so. Some before and some afterwards. I won't be sure about that. I was going to commence suit against him.

Q (By the Referee) How much was the amount?

A I don't remember. I did not authorize him to collect.

Q Did you ever authorize any parties owing Stockbridge & Laitin that you had been appointed Assignee, and if so whom did you notify and when?

A Personally I did not notify anybody. Mr Stockbridge did.

Q Did you ever send any written or printed notice of your appointment to the debtors of Stockbridge & Laitin?

A I did not.

Q Do you know personally of Mr Stockbridge ever having notified anyone?

A Yes. He has told me so.

Q Do you know whether it was more than a casual notification of those he happened to meet?

A He wrote to those owing me money. Requesting them to pay.

A Yes Sir.

Q Do you know how many he wrote to?

A I cannot say.

Q Did you ever see him write to any of

them?

A I never saw him write.

Q Have you ever taken any proceedings to collect this money from Collins or Bell?

A Well, I made application to them for it, and I gave it into the hands of Mr. Pendleton to do what he thought was best under the circumstances. I don't know but what he commenced suit. I think he did.

Q Did you ever take any steps to ascertain the facts in relation to the amount of money collected by them?

A The only steps I could take was to inquire of Mr. Stockbridge. That is the only steps I could take.

Q Did you write the parties from whom they collected the money?

A It is pretty well known that the money was paid.

Q Did you write the parties?

A I did not, but I think Mr. Stockbridge did. I left the matter pretty much in the hands of Mr. Stockbridge.

Q. Where does Mr. Collins live?

A I don't know where he resides now; he did reside at Bradford, Penn.

Q Is he ^{engaged} employed with any business

0802

house in the City?
A I think he sells goods for Barclay
Livingstone & Co.
Q Where are they?
A On Liberty Street.
Q New York?
A Yes Sir.
Q What is his full name?
A I could not tell you. I think it is
N.R. if I remember right. I don't
remember. I think it is N.R.
Q Where does Mr Bell reside?
A I think Mr Bell resides in Brooklyn
He also sells for Barclay Livingstone & Co
Q What is the business of that house?
A Liquors.
Q Wholesale Liquor dealers.
A Yes, Sir.
Q Do you know Mr Bell's full name?
A I think it is Joseph C.
Q What did you do with the proceeds of
the sale of the stock and fixtures?
A It is in the hands —
Q I asked you what you did with it?
A I will tell you where it is.
Q I asked you what you did with it!
A I put it into the hands of George W.
Hidd & Co.
Q Of which you were a member?

7-

A Yes. Sir.

Q It was deposited there with the other moneys of the firm?

A It was deposited there to my account as assignee.

Q Was it mingled with the other moneys of the firm?

A I don't know what you mean.

Q (By the Referee) Did it go into the bank account of the firm?

A Yes. I believe there was.

Q There was not any separate account opened for it?

A I believe it was opened in the book of George W. Kidd & Co., as Isaac Burdette, as Receiver of Stockbridge & Martin.

Q There was no separate bank book?

A No. Sir.

Q And the fact is, it was used in the business of George W. Kidd & Co.?

A Yes. Sir.

Q. What did you do with the money realized - with the accounts, bills receivable? That went into their hands too, the same as the other money?

A Yes. Sir.

Q Where is that money now?

A It is in the hands of Mr Kidd, I presume.
 Q Was a portion of these chattels sold at auction?

A Yes Sir.

Q By Mr Dunge was it?

A Yes Sir.

Q Was it one lot - one sale?

A I suppose it was.

Q One it is: One lot at the end of your additional account?

A Yes Sir. There were sundry little things that we could not sell at private sale.

Q The amount realized seems to be \$157.69 in that account?

A Whatever it is in that.

Q You claim that Mr Dingey returned some of that money?

A Yes Sir.

Q \$60. I believe?

A Yes Sir.

Q Have you ever collected that.

A No Sir.

Q What steps did you take to collect it?

A I put it into the hands of Mr Pendleton to collect. Mr. Oscar Hoyt endorsed (if I remember rightly) Mr Dingey's note for that amount and Mr Hoyt failed

to pay it.

Q Have you taken any steps to collect that note?

A I don't know what Mr Pendleton has done; it is in his hands.

Q I find an item of \$22.67 for auctioneers fees and then below here, I find under "expenses of sale" & \$21.47. Is not that the same item?

A I suppose that is the advertising?

Q It says commissions?

A It was thought Mr May & that they were sent to Mr Dupee and I believe Mr Bush and Mr Dupee are the same people in view of the fact. The item of \$22.67 is not for expenses, but it is the amount realized by the assignee.

Q At the time of your acceptance of the assignment, did you take a list of the claims due the assignors, and bills receivable to them at the time of the assignment?

A They furnished me a list either at that time or shortly afterwards.

Q Did you compare that list with the books? A Yes sir.

Q Did you ever compare that list with the inventories filed by them?

Q No sir. I did not.

Q Where is that list?

A It is in the hands of my Attorney.
I will you produce it at the next hearing!

A Yes sir.

Q (By the Referee) Was this property taken in
Broadway sold in a retail manner after-
wards?

A Yes sir. I did so because I thought
it would realize more for the creditors
than were one of the creditors. If these
goods had been sent to auction
they would not have brought one
half of what we got for them.

Q It appears from the inventories filed
by the assignors that the nominal
assets of the insolvents coming into
your hands was \$38,411.36; an
inventory filed by them shows
the assets transferred by their assign-
ment to be as follows: "Stock and
"fixtures \$4,397.39. Bills receivable
\$24,254.65. Accounts \$33,514.
"Real Estate \$500," amounting in all
to \$62,666.04. The schedules an-
nexed to your accounts also seem to
show about the same amount. Is
not that the correct statement of

8
 Their nominal assets transferred to you by the assignment?

Objected to on the ground that it appears that Mr. Rustow in his account showed nominal assets coming into his hands \$38,000. and he does not say that he shows that there was something like \$60,000.

A Yes. to the best of my belief.

Isaac Rustow

The further hearing was now adjourned to May 24th 1878 @ 2 o'clock P.M.

New York May 24. 1878.

Appearances.

The Referee. Mr. Adams & Mr. Pendleton.

Having resumed pursuant to adjournment.

Isaac Rustow, further examined by Mr. Adams.

Q Have you with you the books of account of the assignors?

A Yes, Sir.

0000

Q Will you produce them?

A. There they are on the table.

Books produced and are as follows.

Cash Book Ct. 3. S. & M. marked for identification

Ex. F. May 24, 1878. C.W.P.

Journal Ct. 2. S. & M.

marked for identification.

Ex. B. May 24, 1878. C.W.P.

Ledger S. & M. marked for identification Ex. C. May 24/78 C.W.P.

Ledger Ct. 2 S. & M. marked for identification Ex. D. May 24th 1878 C.W.P.

Q Are those the books of account which contain the accounts and bills receivable mentioned mentioned in the accounts filed by you as Assignee?

A. They are. I have not got a separate bills receivable book. It is all shown in there however.

Q Did any other books of the Assignors come into your possession?

A Not that I remember.

Q Did you make up from these books any list of the accounts or bills receivable due the Assignors.

A I checked them off. I checked the

notes themselves (off. I have the notes.
 Q The notes, in your account, are
 all under bills receivable?

A Yes sir.

Q The other accounts mentioned in
 your account filed, were in ~~of~~ the
 Ledger and you checked them off from
 the Ledger and know it to be a
 correct list?

A Yes sir.

Q And have you any book or paper con-
 taining the entries for the sales of
 goods made by you as a Bailee?

A They are in the Cash book, I
 think.

Q Which is here?

A Yes sir.

Q Were the sales made by you for
 cash?

A Yes sir.

Q So you received the cash did you
 deposit it with Kidd & Co.?

A Yes sir.

Q Will this book show the dates on
 which you received the cash for the
 goods?

A Yes sir. Stockbridge sold it and I
 would get the cash from him: he

08 10

would turn it in about once a week.

Q Have you any account which will show the sums deposited with Kidd & Co., realized from the sales of the goods of the Assignors and the dates of such deposit?

A They are contained in the books of Geo. W. Kidd & Co., in the ledger and Cash book.

Q Have you anything personally under your control which will enable you to give those facts concerning this money?

A I have not, excepting I think the Cash book there charges me with the money as Stockbridge handed it over. I think you will find it on the counter side of the Cash book.

Q Please refer to the Cash book and to that portion of it which contains the account of sales of the stock of the Assignors and anything that will guide you as to the amount and dates of deposit with Kidd & Co.

A On page 124 of the Cash book is where it commences and it continues on pages 125 and 126.

9

Q It appears by this book to be \$5094.30.
does it not?

A Yes sir.

The deposits with Kidd & Co
appear on pages 124, 125 and 126.
on the right hand side of those
pages.

A. The amounts appearing on the
right hand side of those pages I
did not receive personally all of them,
but some were paid by Stockbridge
to the cashier of Kidd & Co.

Q Are those moneys which appear on
these pages to have been paid into
Kidd & Co. moneys received from the
assigned estate?

A Yes, sir.

Q The total appears by this book to be
\$10,003.17 - is that correct?

A No sir. The first item on page
124 is "By balance of cash ac-
count \$5,215.03 - this sum must
be deducted from the first amount.

By the Referee.

Q This latter amount was carried
over from Stockbridge & Martin's business?

A Yes, sir.

By Counsel.

08 12

Q And no part of that \$ 5215.03 was received by you?

A No Sir.

Q That wants to be taken from the \$ 10,003.17.

A Yes Sir.

Q Will the difference between those two amounts be the amount you actually deposited with Kidd & Co?

A Less the expenses it would.

Q The items on the credit side of page 124 under date of December 3rd, 5th, 12th, 19th, 21st, 26th and Feby 18th, were for Expenses paid by Mr Stockbridge, and are not moneys deposited with Kidd & Co. The rest of the entries on that page are moneys deposited with Kidd & Co. - is that right?

A Yes Sir.

Q The items on the credit side of page 125 under date of March 2nd, 24th, 29th April 10th and 29th are for Expenses paid by Mr Stockbridge and are not for moneys deposited with Kidd & Co. the rest of the items on that page are for moneys

deposited with that firm - is that right?

A Yes Sir.

Q The items on the credit side of page 126 under date of June 30, July 20th, September 14th, 14th, 14th, 30th, October 9th, November 4th, December 7th and 15th (one entry) 23rd, Feb'y 26th and April 25th are for expenses paid by Stockbridge, and are not for monies deposited with Kidd & Co. The rest of the items are for monies deposited with that firm - is that right?

A Yes Sir.

The separate amounts deposited with Kidd & Co. amount to \$ and the expenses amount to \$ as appears by this book.

Q Were there any deposits with Kidd & Co. not in this book?

A I think not.

~~Q Are you clear about it?~~

A I am pretty clear about it. I went over and checked the amounts over, and then compared it with this book.

By the Referee.

Q Where did you check it over?

08 14

A Within the last month.

By Counsel.

Q The date of that assignment to you was December 4th, was it not?

A Yes Sir.

Q The first entry on page 124 on the credit side is dated December 1st that was before the assignment!

A Yes Sir.

Q Where does Mr Stockbridge do business.

A I don't know, I don't know that he is doing any business.

Q Where does he reside?

A In Brooklyn.

Q Do you know the street and number?

A I do not.

A I have no memorandum of the stock amount Except the one filed by the insolvents with their inventories

Q That is the one you referred to when you say you went over the stock and checked it off?

A Yes Sir. That is the one.

Isaac Prustow.

A & sworn to May 29th
1878 at 3 o'clock P.M.

08 15

Atty. General Chase

In the matter
of the accounting

of
Edward Croshaw
Assignee

Copy testimony
Edward Croshaw

Sam'l G. Adams,
Attorney for Croshaw

169 & 171 BROADWAY,

NEW YORK

Copies of Original
Record. Offered in
Evidence, which is on
file in the Office of the
Clerk of the Criminal Court.
24. 2 PM

9180

First District.

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

To any Constable or Policeman of the City of New York :

Whereas, Complaint on oath hath been made before the undersigned, one of the Police Justices for Preserving the Peace in the said City, by

Oscar O'Leary, at City of New York, on the 14th day of December, 1874, at the City of New York, in the County of New York,

of No. 169 Broadway, that on the 4th day of December, 1874, at the City of New York, in the County of New York,

Charles O'Leary, a dweller under

and in charge of an assignment made

by Charles O'Leary, and during the

wherein to have taken certain part

of the said assignment, that since said assignment

of the said assignment, that since said assignment

of the said assignment, that since said assignment

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08 17

POLICE COURT, FIRST DISTRICT.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Oscar Hoyt
109 Broadway
vs.

Isaac Briston

Dated April 29 1879

Smith

MAGISTRATE.

Joseph A. Gardener (et) OFFICER.

The Defendant Isaac Briston

taken, and now brought before the Magistrate, to
answer the within charge, pursuant to the command
of this Warrant.

Dated May 3 1879

Joseph A. Gardener

Patrol 1st Dist Police Court

WARRANT.

Embrey & Co.

Arrested May 2 1879

Nation England

Age 57 yrs

Sex Male

Res. 364 Henry St Bklyn

Color White

3

08 18

Form 49.

POLICE COURT, FIRST DISTRICT.

CITY AND COUNTY
OF NEW YORK.

RECOGNIZANCE TO ANSWER AT SPECIAL SESSIONS.

BE IT REMEMBERED, That on the
in the year of our Lord 187 9

Hand day of *May*
James Brister & Peter J. Higgins
of No. *11 E. 11th* Street, in the City of New York,
and *Sidney Sanderson of No. 1 State St*
No. *368 Henry St Brooklyn* Street, in the said City,
personally came before the undersigned, one of the Police Justices in the City of New York, and acknowl-
edged themselves to owe to the PEOPLE OF THE STATE OF NEW YORK, that is to say: the said
Peter J. Higgins
the sum of *Twenty* Hundred Dollars;
and the said *Sidney Sanderson*
the sum of *Twenty* Hundred Dollars,
separately, of good and lawful money of the State of New York, to be levied and made of their respective
goods and chattels, lands and tenements, to the use of said People, if default shall be made in the condition
following, viz.:

WHEREAS, the said *James Brister* was charged, before the
undersigned Police Justice as aforesaid, on the oath of *Oscar Hought*
with *Embezzlement*, for having, on the *29th* day of *April* 1879 in the City
and County of New York, aforesaid, *Embezzled the funds of the*
of the sum of Twenty thousand dollars of
Trust funds in his possession
AND WHEREAS, he has been brought before said Justice to answer said charge, and upon the examination of
the whole matter, pursuant to statute, it appearing to said Justice that said *offence has been committed*
and that there is *probable cause* to believe said accused to be guilty thereof, and the said accused having
elected to have his case heard and determined by the COURT OF SPECIAL SESSIONS in said City and County; and
the said offence being indictable by said Justice, he did thereupon order the said accused to *answer*
in the sum of *Twenty* Hundred Dollars, for his appearance at the COURT OF SPECIAL
SESSIONS in said City and County to answer to the charge against him, to wit: *for the sum of Twenty thousand dollars*
Now, therefore, the condition of this Recognizance is such, that if the above named
James Brister shall personally appear
at the said Court of Special Sessions, to answer to the charge against him, and abide the order of the said
Court, and not depart therefrom without leave, then this Recognizance to be void, otherwise to remain in full force.

Taken and acknowledged before me, the
day and year aforesaid.

POLICE JUSTICE.

James Brister
Peter J. Higgins
Sidney Sanderson

08 19

CITY AND COUNTY OF NEW YORK, ss.

day of May 1879

Sworn to before me, this

Peter J. Higgins & Sidney Sanderson
each for themselves *James*
the within named Bail, being duly sworn, says, that *James* is a holder in
said City, and is worth *Brooklyn* *Security* Hundred Dollars,
over and above the amount of all his debts and liabilities; and that his property consists of

Said Peter J. Higgins of New York No 11 W 12
St in New York. worth \$10,000 alone all Encumbrance
and Sidney Sanderson in personal property in
the City of Brooklyn of the clear value of \$10,000

Peter J. Higgins
Sidney Sanderson

Form 49.

New York Special Sessions.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Oscar Taylor

vs.

Isaac Paulus

Taken

This 22nd

day

of May 1879

Justice

Filed

day of

1879

State of New York
 City and County of New York } ss.
 I, ¹²⁹ Juris. State or in ^{Liberty} Court
 being duly sworn, doth depose and say, that
 Joseph Stockbridge and Henry S. Martin by
 an instrument in writing, dated December 4th
 1874, did assign, transfer and set over unto
 one Isaac Bristow for the equal benefit of all
 their creditors, all their property of every kind
 both real and personal. That said assignment
 was duly executed and filed in the office of
 the Clerk of the City and County of New
 York. That said Isaac Bristow duly qualified
 as Assignee under said instrument and entered
 into the performance of the duties of his trust
 thereunder. That said Isaac Bristow received
 under and by virtue of such instrument or as-
 signment, a large amount of property, includ-
 ing book accounts. That he sold and disposed
 of said property, and received the proceeds there-
 of, and collected money due on said book
 accounts.

That thereafter such proceedings, ^{were} taken in
 the Court of Common Pleas, in and for
 the City and County of New York, that a final
 accounting by said Isaac Bristow, of his acts
 and doings as Assignee, under and by virtue
 of said assignment, above specified, was had.
 That on said accounting, a decree was made

5th day of March 1899 duly entered upon notice to said Isaac Bristol by the Court of Common Pleas in and for the City and County of New York wherein and whereby the said Isaac Bristol was charged with the sum of seven thousand one hundred and thirty one ⁰⁰/₁₀₀ dollars over and above all expenses and allowances and ordered and directed to distribute among and forthwith pay over to each of the creditors in said decree specified the said amount of \$7131 ⁰⁰/₁₀₀ according to the respective amounts of their claims as fixed by said decree.

That said assignee, Isaac Bristol was duly served with a certified copy of said decree on the 10th day of March 1899. That at the same time a demand was made upon him to pay over the amounts due thereunder to Woolner and Sugg whose claim is \$1326. 17

Oscar Hoyt	do	100. 66
Edwin Walters	do	509. 51
Arnold C. Smith as Receiver	do	166. 34
Adams and Company	do	51. 30
The Newcomb Buchanan Company	do	315. 30
Isaac Petty	do	132. 14
Joseph Benshoon	do	601. 13
Schulze and Tailer	do	121. 54
Buchanan and Company	do	1328. 35
Clement Herdt and Company	do	201. 94

0822

William M. Thompson
William H. Martin

do do \$3.32 1099.20

all of whom were creditors of said Joseph Stock-
bridge and Henry B. Martin and whose claims
had been duly proved and allowed at the above
amounts by the Court of Common Pleas as
by reference to the decree above specified will
more fully appear. And all of whom were
interested in said trust estate and for whose
benefit said Isaac Bristow was appointed
said assignee and received said money and property
that said Isaac Bristow in response to said
demand, as deponent is informed said he had
no money, and could not pay, and refused
to make any payments, or comply with the
terms of said decree, and has still refused
to pay any thing over to any of the creditors
for whose benefit he was appointed said
assignee and received such money. And
deponent avers said charges that said
Isaac Bristow has made away with and
converted to his own use, the trust fund
received by him, amounting to the sum of
\$7131⁰⁰/₁₀₀ contrary to the statute in said
case made and provided. and prays that he
may be arrested and dealt with according to
law.

Eams 1877
p. 226

Subscribed and sworn to before me this 15th day of April 1877
J. C. H. Hoyt
J. C. H. Hoyt

0823

The Paper covered

Against

James Burton

Applicant

0824

Form 66.

Police Court—First District

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Oscar V. Trapp
169 Broadway
Spaaco, Boston

BAILED,

No. 1, by

John J. Newson
11 West 12 St

Residence

No. 2, by

Residence

No. 3, by

Residence

No. 4, by

Residence

No. 5, by

Residence

No. 6, by

Residence

COUNSEL FOR COMPLAINANT.

Name, *Saml G. Adams*
Address, *169 Broadway*
Room 14 & 15

COUNSEL FOR DEFENDANT.

Name,

Address,

Offence,



Dated *April 29* 187

Smith Magistrate.

Officer.

Clerk.

Witness *3000 East*
3000 to bus end
Bailed Nov 24/1879
Nov 24. 10. A.M.
Nov 24. 2 P.M.
Admitted 13th. P.M.
\$ 7000. to answer

Sessions.

Received in Dist. Atty's Office,

8th 10 a.m.
19. 10. A.M. 24. 10. A.M.

0825

**POOR QUALITY
ORIGINAL
DOCUMENT(S)**

0826

Put on Cal Pt 2
for Thursday to first
day of trial & notify
fy. Connors or

book sides

S. R. Johnson

S. H. Stuart Jr

+ J. G. Adams

Subpoena no subpoena
but notify bail

0827

TORN PAGE(S)

0828

State of New York)
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 on the fourth day of December in the year of our Lord one thousand eight hundred and seventy-four and thereto-fore, at the City of New York in the County of New York aforesaid, Joseph Stockbridge and Henry F. Martin, ~~who~~ were partners and as such partners were then and there carrying on business under the firm name and style of Stockbridge and Martin, and were then and there as such partners as aforesaid indebted in divers large sums of money to divers creditors and persons (a more particular description of which creditors and persons and of the said sums of money and of the aggregate thereof is to the Jurors aforesaid unknown and cannot now be given), and that on the said fourth day of December in the year of our Lord one thousand eight hundred and seventy-four, at the said City of New York in the County of New York aforesaid, the said Joseph Stockbridge and Henry F. Martin by an assignment and instrument in writing bearing date the fourth day of December in the year of our Lord one thousand eight hundred and seventy-four duly executed and acknowledged by them the said Joseph Stockbridge and Henry F. Martin and each of them and by Isaac Bristow, and on which a certificate *which acknowledgment* of ~~assignment~~ was duly endorsed, in substance and to the effect granted, bargained, sold, assigned, transferred and set

0829

and for the body of the City and County of New York upon
the records of the County of the City of New York in
the City and County of New York
24th of New York

over all the real and personal estate and every and all
claims and demands which they the said Joseph Stockbridge and
Henry F. Martin and each of them then and there owned, had
possessed and were entitled to, unto the said Isaac Bristow
as assignee and trustee for and in trust for the benefit of
the creditors and persons to which they the said Joseph Stock-
bridge and Henry F. Martin were then and there indebted and
for the sale, disposition and conversion thereof into money
and for the payment thereof by him the said Isaac Bristow as
such assignee and trustee as aforesaid, after the payment of
the costs, charges, expenses and commissions attendant on the
execution of such trust, of the divers sums of money in
which they the said Joseph Stockbridge and Henry F. Martin
were indebted as aforesaid to the aforesaid creditors and
persons as by reference to the said assignment and instru-
ment in writing which was duly filed and recorded in the of-
fice of the Clerk of the City and County of New York afore-
said on the second day of January in the year eighteen hun-
dred and seventy-five more fully and at large appears.

And the Jurors aforesaid, upon their oath aforesaid, do
further present: That the said Isaac Bristow duly accepted
the said assignment and instrument in writing and the trust
reposed in him therein and thereby as such trustee and assign-
ee as aforesaid, and on the second day of January in the year
eighteen hundred and seventy-five duly executed and delivered
a bond with sureties in the form and manner required by the
statute in such case made and provided, conditioned for the

0830

reference in such case made and provided as by reference to the
statute in such case made and provided as by reference to the
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there ^{and} acting as such assignee and trustee as aforesaid and
being then and there ~~as~~ such assignee and trustee as aforesaid
in the possession and custody of, and having then and there
the care and control of the said sum of seven thousand one
hundred and thirty one dollars and eight cents in money so
received and come into his possession and custody and under
his care and control as aforesaid at the said City of New
York in the County of New York aforesaid on the said tenth
day of March in the year of our Lord one thousand eight hun-
dred and seventy-nine did wilfully, wrongfully, fraudulently
and unlawfully withhold, convert to his own use, and take, ~~namely~~
way with and secrete with intent to convert to his own use,
the aforesaid sum of seven thousand one hundred and thirty
one dollars and eight cents in money so belonging as afore-
said and so as aforesaid come into the possession and custody
and under the care and control of the said Isaac Bristow as
such trustee and assignee as aforesaid, ~~of his the said Isaac~~
~~Bristow as such assignee and trustee as aforesaid~~ 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.

Benjamin K. Phelps,

District Attorney.

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*People on the
complaint of
Oscar Houghton
against*

Isaac Bristol

New York, July 13th 1882

Hon John McKean

District Attorney,

D. C.

LAW OFFICES

OF

SIDNEY H. STUART,

No. 27 CHAMBERS STREET,

I was retained by George W Kiddle Esq to prosecute this action at its commencement he being the real complainant in the case. At that time, and until very recently, I believed the prosecution to be in the interest of the public. Later events and a close examination of the matter have convinced me that the prosecution is brought by Mr Kiddle more to

0832

protect himself from
some anticipated harm
as the surety of the
defendant, than to sub-
serve any public in-
terests; that the
money which the
defendant is accused
of having converted
to his own use, was
really temporarily
placed by him with
the firm of Kidd
& Co, of which he
was then a member,
where it still remains,
and from which
custody, the defendant
has been unable
to draw it, the firm
having been dissolved
and the money being

0833

Per
cont
Osc.

still retained by Kiehl.
I am satisfied that
the defendant has
been guilty of no in-
-tentional wrong, that
he cannot be con-
-victed of even a
technical offence, and
under the circumstances
I withdraw from
the prosecution of
the case, and recom-
-mend a dismissal
of the indictment.

Yours
Sidney H. Stuart.

0834

~~Surrender and
Rebail by
Peter & Nevius
11 South St
New York
\$3000~~

Recd
4pc 16/50

July 14th 1882. This indictment
was filed April 13, 1880. Counsel
for the prosecution in a letter
herewith filed dated July 13, 1882
recommended that the case be
dismissed, expressing the
opinion that the prosecution can
not be sustained. As the leave
of the court to enter a nolle
prosequi on this indictment
for the above reasons.

John A. Kane
Dist. Atty

~~Memorandum~~
~~May 25 1882~~
Day of Trial,
Counsel, J. H. Fallows -
Filed 9 day of April 1880.
Pleads ~~Not Guilty~~ (16)

May 25
1882

THE PEOPLE

vs.

B

Isaac Bristow
July 20/82
Hillman's indictment
(F. April 13 1880)

BENJ. K. PHELPS,

District Attorney

Thursday
20

A True Bill.

Part pro May 26, 1880
bail forfeited.

N. S. Taylor

Foreman

F. April 13 1880

Embodiment