

Office of the
Commissioners of Accounts,

ROOMS 114 AND 115,
Stewart Building,
280 Broadway

New York, March 22nd, 1895.

Hon. William L. Strong,

Mayor:

Sir:-

For several years past, one George Croker has been carried upon the pay-rolls of the City Court of New York as an Assistant Clerk, at a yearly salary of \$2000. The duties of such position require constant daily attendance at the office of the Clerk of the Court and an ability to write.

Since the fall of 1891, Mr. Croker has rendered practically no services and during nearly all of that time has been unable to write by reason of a disease which causes his hands to tremble. He was absent from the City, from the fall of 1891 to early in the year 1893, with the exception of a few weeks; having spent most of such period in Germany. He went abroad again in October, 1894, and has not yet returned.

During the time that Mr. Croker has been in the City since the fall of 1891, his average attendance at the Clerk's office has not exceeded once a week, and then only for about an hour.

Mr. Croker has been paid his salary to October, 1894, but

No. 2.

Office of the
Commissioners of Accounts,

ROOMS 114 AND 115,
Stewart Building,
280 Broadway

New York,

since then, on account of his absence from the City, he has not been able to call and receive the same. The checks for his salary since October 1894, have been made out and are held by the City Paymaster for delivery to Mr. Croker, whenever the latter may call for them.

The pay rolls for every month during all the years in question have contained the name of Mr. Croker, with the statement in each that he has served during the month in question for which he is entitled to \$166.66, being the monthly salary at the rate of \$2000. per year. The certificate signed by the Clerk of the Court at the foot of each pay roll, contains these words: "The services set forth in said pay-roll were necessary for the proper conducting of the lawful business of said Court and have been actually performed for and in behalf of the Mayor, Aldermen, and Commonalty of the City of New York and that the amount above placed opposite the name of each person is justly due to such persons respectively as specified in the above pay-roll".

This matter is brought to your attention in order that you may take such measures in the premises as may be necessary to

*Office of the
Commissioners of Accounts,*

No. 3.

ROOMS 114 AND 115,
Stewart Building,
280 Broadway.

New York,

stop the payment of salary for the time for which payment has
not already been made, and such other measures as seem to you best.

Yours respectfully,

Seth Sprague Terry,

Commissioner.

not already been paid

stop the payment of

13.

No. 8.

10



2

J.T.M.

R.

George S. Croker brought suit against the city alleging that he was entitled to \$1,000 for services rendered as assistant clerk in the City Court for the months of October, November and December 1894, and January, February and March 1895, at and after the rate of \$166.66 per month.

The city resisted the claim on the ground that the plaintiff during that time and for four years previous had not only failed to perform any services for the city, but was physically incapacitated from performing the duties of a clerk in said court.

It appears that during that period the plaintiff was carried upon the pay rolls of the City Court at the yearly rate of \$2,000 per year.

Section 1275 of the Consolidation Act provided that an assistant clerk was entitled to \$2,000 per year who was appointed before May 29, 1880. Mr. Croker was appointed as such clerk in 1827, and under said section of the Consolidation Act would be entitled to compensation after the rate of \$2,000 per year were it not for the fact that that section 1275 of the Consolidation Act was amended by Chapter 757 of the Laws of 1894 which made uniform the salaries of all assistant clerks of the City Court at \$1,500 per year regardless of the date of appointment.

This case was stubbornly tried and contested at every point by the city upon the theory that such a claim should not be paid.

Evidence was in the possession of the city that the plaintiff was ^{not} only not able to perform any services during the months for which he brought suit, but that that condition had existed for about four years and that for those six months and for a great part of the four years the plaintiff was in Germany although certificates were given by the Clerk of the Court that his services were necessary for the administration of that office.

While the counsel who represented the defendant on the trial was satisfied that a discretionary power existed in the Chief Clerk and the Judges of the Court to determine when and to what extent persons in their employment should be excused by reason of sickness or temporary disability, yet, from the evidence which was placed in his hands he believed that such discretion had been abused and that it should not receive sanction by payment of the claim.

The Court however, determined upon the trial that the certificate given by the Chief Clerk and ^{the} permission to be absent from the judges of the court, were sufficient to enable the plaintiff to recover, but took the

defendant's point that the plaintiff's salary had been reduced from \$2,000 to \$1,500 per year by chapter 757 of the Laws of 1894, and that \$750 which had been paid to the plaintiff in excess of ^{the amount fixed by} that statute, after its passage should be credited to the defendant in the judgment given against it.

By this decision a good cause of action exists in favor of the city against another clerk, James McCloskey for \$750 for moneys paid to him in excess of his salary as determined by the Laws of 1894..

Croker and McCloskey were the only assistant clerks affected by this legislation.

There was evidence in the possession of the city that during the protracted absences of Mr. Croker that ~~that~~ Mr. McCloskey performed Mr. Croker's duties, as well as his own.

Mem. in regard to
Mr Davidson's Bill
2393 in regard to salary
of Clerk of City Court

37

"2

CITY COURT OF NEW YORK.

-----X
: Charles C. Nadal, :
: Plaintiff, :
: -against- : COMPLAINT.
: Mabel C. Dusenbury, :
: Defendant. :
-----X

The complaint of the plaintiff respectfully shows:

"3

I. That at the City of New York between the 15th day of April and the 1st day of June, 1895, the plaintiff, who is an attorney and counsellor at law, at the request of the defendant rendered and performed certain professional services in and about the examination of a certain contract made between the said defendant and one Joseph L. R. Wood whereby the said defendant agreed to purchase and the said Joseph L. R. Wood agreed to sell for the sum of Fifty-five thousand (\$55,000) dollars, a house and lot in the City of New York known as No. 30 West 32nd Street, and in and about the searching and examining of the title to the said house and lot, and in and about the drawing of a certain bond and mortgage on said house and lot from the defendant to the said Joseph L. R. Wood, and the transferring of the said property from the said Joseph L. R. Wood to the said defendant, which services were reasonably worth, and for which the said defendant agreed to pay the sum of Two hundred (\$200) dollars.

That no part thereof has been paid.

"4

W H E R E F O R E plaintiff demands judgment against the defendant for the sum of Two hundred (\$200) dollars with interest from the First day of June, 1895, and costs.

GEORGE A. DEWEY,

Plaintiff's Attorney,

97 Cedar Street, N. Y. City.

(Verification).

Fol.1

CITY COURT OF NEW YORK.

-----X
:
C h a r l e s C. N a d a l, :
:
Plaintiff, :
:
-against- : A N S W E R .
:
M a b e l C. D u s e n b u r y, :
:
Defendant. :
:
-----X

The defendant in answer to the complaint herein:

1. Denies that she ever employed the plaintiff to perform any professional services for her, and alleges that he did perform professional services for her only under the conditions hereinafter named, and denies that she ever did promise and agree to pay him for such services or that she requested him to perform such professional services for her.

"2

11. In further answer to said complaint, defendant alleges on information and belief that the plaintiff is an employee of the Fidelity and Casualty Company of the City of New York, engaged at a fixed salary and could not receive employment outside of the said Company's business and receive pay therefor. That an officer of said Company directed the said plaintiff to perform such services for the defendant, and agreed to make no charge to her therefor. That the only sum the defendant was to pay or agreed to pay was some twelve dollars, or about that sum, disbursements which might be incurred in and about the said business, which defendant did pay, at or about the time

"3

the services were rendered, and that was the only sum required and demanded of her to pay.

WHEREFORE the defendant demands that the complaint be dismissed with costs.

A. J. Ensign,

Defendant's Attorney,

15 Whitehall Street,

New York City.

(Verification.)

CITY COURT OF NEW YORK.

Charles C. Nadal,

Plaintiff,

-VS-

Mabel C. Dusenbury,

Defendant.

(Copy)

P L E A D I N G S.

GEORGE A. DEWEY,

Attorneys for Plaintiff,

97 CEDAR STREET,

NEW YORK.

1895

Fol 1.

City Court of New York

City and County of New York.

-----)
Herbert Cooper)
against) Complaint for work, Labor
William M. Earl) and Materials Furnished.
-----)

devised

1. The complaint of the above named plaintiff respectfully shows to this Court, that the above named defendant is indebted to him in the sum of two hundred and seventy nine dollars and thirteen cents (\$279.13), balance due for work, labor and services of the plaintiff and his servants, for the defendant at the City and County of New York, and also for materials and other necessary things supplied by the plaintiff in and about such work, labor and services for the defendant as follows:

11. In making of the patterns and the manufacturing of certain Cigarette machines, as will more fully appear by the bill of particulars hereto annexed and which the plaintiff prays may be taken as part of his complaint in this action.

Wherefore the plaintiff demands judgment against the said defendant for the said sum of two hundred and seventy nine dollars and thirteen cents (\$279.13) besides the costs and disbursements of this action.

Thomas W. Pittman, Plaintiffs Attorney.

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

Sworn to before me, this 27th day
of June 1895.

A. M. Sartorelli
Notary Public
N. Y. Co. 357.

Herbert Cooper

STATEMENT.

New York, November 19th 1894M. William M. Carl to May 4th 1895

TO H. COOPER, Dr.

DESIGNING AND BUILDING SPECIAL AND
EXPERIMENTAL MACHINERY.
PATTERN AND MODEL MAKING.
CARPENTER AND MILLWRIGHT.
HANGERS, SHAFTING AND PULLEYS.
PRINTERS' REPAIRS A SPECIALTY.

General Machine Works,

96 JOHN ST. and 19 PLATT ST.

1894						
Nov	19	Work on cigarette mach	\$58.40			
"	26	" " " "	44.95	✓		
Dec	1	" " " "	26.02	✓		
"	8	" " " "	32.50	✓		
"	12	" " " "	15.60	✓		
"	31	" " " "	107.51	✓		
1895						
Jan	11	" " " "	72.10	✓		
"	19	" " " "	28.05	✓		
Feb	1	" " " "	109.60	✓		
Mar	11	" " " "	94.75	✓		
						\$589.48
1894		Paid				
Nov	19	" "	\$40.00			
"	26	" "	20.00			
Dec	3	" "	15.00			
"	15	" "	40.00			
"	26	" "	40.00			
1895						
Jan	12	" "	20.00			
"	19	" "	20.00			
"	25	" "	20.00			
Feb	17	" "	20.00			
Mar	1	" "	20.00			
		Paid				\$255.00
Mar.	11 th	Balance Due				\$334.48
1895						
April	20 th	Work on cigarette mach	30.00	✓		
"	23	" " " "	16.00	✓		
"	25	" " " "	6.10	✓		
"	26	" " " "	9.60	✓		
May	3	" " " "	99.30	✓		
"	4	" " " "	30.25	✓		
						\$191.25
						\$525.73
1895						
Mar	30	Cash paid on account	\$100.00			
Apr	2	" " " "	25.00			
"	16	" " " "	100.00			
"	26	" " " "	21.60			246.60
		Balance Due May 4 th 1895				\$279.13

City Court of New York

Herbert Cooper

Plaintiff

against

William M. Earl

Defendant.

C O M P L A I N T.

Thomas W. Pittman,

Plaintiff's Attorney,

24 Park Place,

New York, City, N.Y.

One Service of Copy
of within Complaint
truly admitted.
Dated June 29th, 1895

J. H. Kinnear
Deft. Atty

Second June 29th 1895
Time to answer extended to
July 10th

Morally.

THE CITY COURT OF NEW YORK.

THE CARTER-CRUME COMPANY.
PLAINTIFF.

--against--

HARRY DREYFUS and JESSE DREYFUS, doing
business under the firm name and style
of the Puritan Cigar Company.
Defendants.

The plaintiff complaining of the above named defendants
by Hatch & Wickes, its attorneys, alleges:

" 2
Denied on
information
and belief

I. That the plaintiff is a foreign corporation, cre-
ated by the laws of the State of West Virginia, and has pro-
cured from the Secretary of the State of New York, a certi-
ficate certifying that said plaintiff has complied with all
the requirements of law to authorize it to do business in
the said State of New York, as provided by Section 15 of the
General Corporation Law.

Admitted

II. That the defendants are co-partners, doing business
under the firm name and style of "Puritan Cigar Company", in
the City of New York.

" 3

Denied

III. That on or about the 5th day of September, 1895, the
plaintiff sold and delivered to the defendants 100-12 Pc.
Knife and Fork Sets, 20-27 Pc. Cases, of the value and for the
agreed price of One Hundred and thirty dollars (\$130.) to be
paid Thirty days after said September 5th, 1895.

Denied

IV. That there is now due and owing to the plaintiff
by the defendants, by reason of such sale and delivery, the
said sum of \$130. no part of which has been paid, although pay-
ment thereof has been demanded.

"

"4

WHEREFORE, plaintiff demanded judgment against the defendants for \$130, with interest thereon from the 5th day of October, 1895, besides the costs of this action.

Hatch & Wickes,

Plaintiff's Attorneys,

Office & P. O. Address, 100 Broadway,

New York City.

CITY COURT OF NEW YORK.

THE CARTER - CRUME COMPANY.
PLAINTIFF.

--against--

HARRY DREYFUS AND JESSE DREYFUS DOING
BUSINESS UNDER THE FIRM NAME AND STYLE
OF THE PURITAN CIGAR COMPANY.
DEFENDANTS.

The defendants above named by Weed, Henry & Meyers
their attorneys for answer to the Complaint of the plaintiff
herein respectfully show to this Court.

1st. That they have no knowledge or information sufficient to form a belief as to the allegations contained in the 1st. paragraph of the complaint and therefor deny the same.

2nd. They admit the allegation contained in the 2nd, paragraph of the complaint.

3rd. They deny each and every other allegation in said complaint contained.

WHEREFORE the defendants demand judgment that the complaint be dismissed with costs.

Dated New York, October 15, 1895.

Weed, Henry & Meyers.

Defendants attorneys,
62 William Street,
New York City.

THE CITY COURT OF NEW YORK.

THE CARTER CRUME COMPANY.
PLAINTIFF.

against

HARRY DREYFUS & JESSE DREYFUS,
ETC., DEFENDANTS.

COURT PLEADINGS.

HATCH & WICKES,

Att'ys for PLAINTIFF.

~~55 N. BROAD ST.~~

BRYANT BUILDING,

N. Y. CITY.

100 BROADWAY.

SIR:

Take notice that the within is a true copy
of a duly entered
herein, and filed in the office of the Clerk of
the above named Court, on the day
of 189

HATCH & WICKES,

Att'ys for

To

Att'y for

1895

No. 1.

City Court of New York.

W Reid Gould, Law Blank Publisher and Stationer, 139 Nassau Street,
Cor. of Beekman, and 120 Broadway, New York.

George T. Van Valkenburgh,
Plaintiff

against

Eugene J. Swan,
Defendant

Summons.

To the above named Defendant:

You are hereby **Summoned** to answer the complaint in this action, and to serve a copy of your answer on the Plaintiff's Attorney within ~~twenty~~ ^{four} days after the service of this summons, exclusive of the day of service, and in case of your failure to appear, or answer, Judgment will be taken against you by default for the relief demanded in the complaint.

Dated, February 20th, 1896.

James Harold Warner, Plaintiff Attorney

Post Office Address and Office, No. 120 Broadway Street,

New York, N. Y.

City Court of New York.

George F. Van Valkenburgh,

Plaintiff

against

Eugene J. Swan,

Defendant

Copy. **Summons.**

James Harold Vainer,
Plaintiffs Attorney

Office & Post-office
address # 120 Broadway
New York, N. Y.

Fol. 1.

CITY COURT OF NEW YORK.

sworn, deposes
and as GEORGE T. VAN VALKENBURGH,
Plaintiff,
complaint, that he has read the same and knows
-against-
thereof, and that the same is true to his own knowledge,
EUGENE J. SWAN,
Defendant.
it is to be true.

GEORGE T. VAN VALKENBURGH, the plaintiff in the
above entitled action, by James Harold Warner, his attorney,
complaining of Eugene J. Swan, the defendant in said action,
alleges as follows:-

First:-On information and belief, that one Harry
S. Gillette, on or about the 30th day of January, 1896, duly
and regularly obtained a judgment in the Circuit Court of
Cook County, State of Illinois, a court having jurisdiction
of the said defendant and the subject matter, against the said
Eugene J. Swan for Fourteen hundred and forty dollars (\$1440.
00), and that said judgment was and is duly and regularly en-
tered and recorded in the office of the clerk of the Circuit
Court of Cook County, State of Illinois;

Second:- That on or about the 15th day of February,
1896, the said Harry S. Gillette, for value, assigned all
his right, title and interest in and to the said judgment
and cause of action thereon to George T. Van Valkenburgh, the
plaintiff in this action, whereby the said plaintiff became
and is the legal holder and owner thereof;

Third:- That said judgment has never been satis-
fied or paid, nor has any part thereof been satisfied or paid;

WHEREFORE, the said plaintiff demands judgment
against the said defendant for the sum of \$1440.00, with interest at
the rate of six per cent (6%) from the 30th day of January,
1896, together with all costs, disbursements and expenses of
this action.

James Harold Warner,
Plaintiff's Attorney,
Office and Post-Office Address,
Jame 120a Broadway, New York, N.Y.

GEORGE T. VAN VALKENBURGH

BOJ. J.

CITY AND COUNTY OF NEW YORK:

CITY AND COUNTY OF NEW YORK: SS.

4. GEORGE T. VAN VALKENBURGH being duly sworn, deposes and says, that he is the plaintiff named in the foregoing complaint, that he has read the same and knows the contents thereof, and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

The sources of deponent's information, and the grounds of his belief are correspondence between deponent and his assignor, conversations between deponent and the agent of his assignor, and a certified transcript of the record of said judgment.

GEORGE T. VAN VALKENBURGH.

5. Sworn to before me this
20th day of February, 1896.

RICHARD KRAUSE,
Notary Public, Kings County,
Cert. filed in N. Y. County.

6.

City Court of New York.

George T. Van Valkenburgh,
Plaintiff,

against

Eugene J. Swan,
Defendant.

Summons and Complaint.

(COPY)

JAMES HAROLD WARNER,

Attorney for

Plaintiff,

120 Broadway, New York, N. Y.

To..... Esq.

Attorney for.....

New York, N. Y.

City Court of New York.

George T. Van Valkenburgh,
Plaintiff,

against

Eugene J. Swan,
Defendant.

Summons and Complaint.

(COPY)

JAMES HAROLD WARNER,

Attorney for Plaintiff,

120 Broadway, New York, N. Y.

To..... Esq.

Attorney for.....

New York, N. Y.

Fol. I CITY COURT OF NEW YORK.

-----X-----
CHARLES H. JACOT and ARISTIDES H.)
JACOT, TRADING AS JACOT & SON,)
PLFFS.)

-against-

MORRIS YOUNG,)
DEFT.)
----->

The defendant MORRIS YOUNG for answer to the plaintiff's complaint herein respectfully shows to this court and alleges:-

I. He avers that he has no knowledge or information sufficient to form belief as to whether or not the allegations set forth in the first paragraph of the plaintiff's complaint herein are as alleged therein and he therefore denies each and every one of said allegations.

II. The defendant further answering the said complaint denies each and every allegation set forth in the second, and third paragraph of the plaintiff's complaint.

III. This defendant for a further, separate and distinct defense avers that on or about the 14th day of December 1895 he made and entered into an agreement with the plaintiffs herein whereby and by the terms of which he was to receive from the plaintiffs one Ideal Soprano Music Box and three Cylinders and which the said plaintiffs were to deliver to ~~thess~~ defendant at his place of business No. 20 East 14th Street this City and for which this defendant was to pay the said plaintiffs the sum of five hundred and fifty (\$550) dollars at the expiration of thirty days thereafter. That the said plaintiffs delivered the said Ideal Soprano Music Box and three Cylinders at the place

of business of this defendant, but instead of carrying out the contract originally agreed upon between these plaintiffs and defendant, to wit:-to extend him a credit of thirty days in which to pay for the same, the said plaintiffs demanded of this defendant that he pay for said music box and three cylinders the sum of one hundred (\$100) dollars in cash upon the delivery thereof and a promissory note to be made by this defendant for the balance thereof payable in thirty days thereafter. That this defendant declined to receive said music box and three cylinders under the terms and conditions last above expressed and in consequence thereof returned the said music Box and the three Cylinders to said plaintiffs which said Music Box and three Cylinders have ever since been since the return thereof in the possession of the plaintiffs herein.

WHEREFORE this defendant demands judgment that the complaint herein may be dismissed with costs.

Louis Levy,

Attorney for Defendant,

256 & 257 B'way, N. Y. City..

City and County of New York, ss.

Morris Young

being duly sworn, says that he is ~~not~~ defendant.

— herein, that he has — read the
foregoing *answer* — and knows
the contents thereof, that the same is true to his
own knowledge, except as to those matters therein stated
to be alleged on information and belief, and that as to those
matters he believes it to be true.

Sworn to before me this

11

day of

189

Edw. Smith
Clerk of Records for the City
& County of New York

Morris Young

City and County of New York ss.

of said City being duly
sworn, says, that he is a clerk in the office of Louis
Levy, the attorney for the

the day of 189 at No.

in the

he served a copy of the within upon
to him known to be the attorney for
the herein, by delivering the same to and
leaving it with a person having charge of the office of said
Attorney during the absence of said Attorney therefrom.

Sworn to before me, this

day of

189

}

Sir:

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

Dated N. Y.,

189

Yours, &c.,

LOUIS LEVY,

Attorney for

256-257 BROADWAY,

NEW YORK CITY.

To

Attorney for

City Court of New York
Charles H. Jacob & Son
trading as Jacob & Son Plaintiff v
against

Morris Young
Defendant

Answer

LOUIS LEVY,

Attorney for

256-257 BROADWAY,

NEW YORK CITY.

To

Attorney for

~~and~~ timely service of a copy of within

Answer is hereby admitted.

Dated New York April 11th 1896

Julius Blumberg & White

Folio 1

THE CITY COURT OF THE CITY OF NEW YORK.

-----X
:
PHILIP SCHAEFER and LOUIS SCHAEFER, :
doing business under the firm name :
of PHILIP SCHAEFER AND SON, :
Plaintiffs, : COMPLAINT.
:
vs. :
:
OZIAS KOPPMAN, :
Defendant. :
:
-----X

Plaintiffs for their complaint herein against the
defendant, respectfully show to the Court:--

For a First and Separate cause of action:

I. That at all the times hereinafter mentioned
plaintiffs were and now are copartners together, doing busi-
ness under the firm name of PHILIP SCHAEFER AND SON.

II. That heretofore at the City of New York, and
on or about February 14th, 1896, the defendant made his
promissory note in writing, and thereby promised to pay on
demand to the order of plaintiffs, the sum of One thousand
Dollars at 530 West 57th Street, and delivered said note to
plaintiffs for value.

III. That at the time of making said note and to
secure payment thereof the defendant executed and delivered to
the plaintiffs a chattel mortgage in writing under his hand
and seal, dated February 14th, 1896, upon chattel property de-
scribed in said mortgage and contained in the saloon in prem-

Admitted

2

Admitted

note

underscore

Denied

Admitted

3

Admitted

ises known as No. Fifty Eldridge Street in the City of New York, and therein and thereby covenanted to pay to the plaintiffs said sum of One thousand Dollars with interest according to the tenor of said promissory note.

Admitted

4

IV. That said chattel mortgage provided that in case of non-payment of the said sum at the time therein mentioned, together with interest, then the plaintiffs should have full power to take possession of the property described in said chattel mortgage, to sell the same, and the avails, after deducting all expenses of the sale and keeping of the said property, to apply in payment of said sum, and if from any cause said property should fail to satisfy said debt, interest, costs and charges, the defendant covenanted and agreed to pay the deficiency.

Sofar

Answer
denies knowledge
or information
sufficient to
form a belief

V. That before the commencement of this action, said note was duly presented for payment and payment thereof duly demanded at the place of payment mentioned in said note, but the same was not paid.

Answer denies
knowledge or
information
sufficient to
form a belief.

\$785.

VI. That thereupon plaintiffs took possession of the chattel property described in said mortgage, and sold the same at public auction on March 23rd, 1896, and realized upon the sale, after deducting the expense thereof, the sum of One hundred and eighty-five dollars.

5

Answer denies
knowledge or
information
sufficient to
form a belief.

VII. That no part of said note has been paid, except the sum of One hundred and eighty-five dollars realized upon said sale.

For a Second and separate cause of action:

Admitted

VIII. That at all the times hereinafter mentioned, plaintiffs were and now are copartners together, doing business under the firm name of Philip Schaefer and Son.

Admitted

15
underscore
denied

IX. That heretofore and on or about February, 18th 1896, plaintiffs loaned and advanced to defendant the sum of Fifteen Dollars, which sum defendant agreed to pay to plaintiffs on February 24th, 1896, but no part of which has been paid, although the time for so doing had fully expired before the commencement of this action.

6

W H E R E F O R E, plaintiffs demand judgment against the defendant on the first cause of action for the sum of \$815.00 with interest on \$1,000. from February 14th, 1896 to March 23rd, 1896, and interest on \$815.00 from March 23rd, 1896; and on the second cause of action for the sum of \$15.00, with interest from February 24th, 1896, besides the costs and disbursements of this action.

Frederick W. Block,
Plaintiffs' Attorney,
Office and Post Office Address,
150 Nassau Street,
New York City.

STATE OF NEW YORK, :
: SS:
City and County of New York, :

PHILIP SCHAEFER, being duly sworn, deposes and says; that he is one of the plaintiffs acquainted with the facts in this action; that he has heard read the foregoing

complaint, and knows the contents thereof; that the same is true to the knowledge of deponent, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

SWORN TO BEFORE ME, THIS :
: Philip Schaefer.
14TH DAY OF APRIL, 1896. :

John F. Meyer,
Notary Public,
N.Y.Co.

fol. 1.

CITY COURT OF THE CITY OF NEW YORK.

-----X
:
PHILIP SCHAFER & LOUIS SCHAEFER, :
doing business under the firm name :
of "PHILIP SCHAFER & SONS", :
Plaintiffs :
:

against

OZIAS KOPPMAN,
Defendant. :
:
-----X

The above named defendant appears herein by Abraham H. Sarasohn, his attorney, and for answer to the complaint,

FIRST:-- Admits the allegations contained in the first paragraph of the complaint.

SECOND:-- Denies the allegation in the second paragraph of the complaint, "And delivered said note to plaintiffs for value."

THIRD:-- Admits the execution and delivery of the chattel mortgage described in the third paragraph of the complaint, but alleges that said chattel mortgage and note mentioned in the second paragraph of the complaint, were delivered by the defendant to the plaintiffs upon the express condition and promise of the plaintiffs to procure for the defendant a license from the Board of Excise of the City of New York for the sale of liquors and spiritious drinks at the premises known as No. 50 Eldridge Street in the City of New York, the premises mentioned in the complaint, and that said note and chattel mortgage were not to be valid nor of any

force and effect upon this defendant unless the plaintiffs procured and paid for such a license for said premises.

FOURTH:-- Denies that he has any knowledge or information sufficient to form a belief as to the truth of each and every allegation contained in the fifth, sixth and seventh paragraphs of the complaint.

fol. 3. FIFTH:-- Admits the loan of the sum of Fifteen (\$15.00) Dollars to the defendant as set forth in the ninth paragraph of the complaint at or about the time set forth therein and denies each and every other allegation contained in the ninth paragraph of the complaint.

" 4 SIXTH:-- And this defendant further answering the complaint and for a further, separate, distinct defense thereto, respectfully shows and alleges: That prior to the fourteenth day of February, 1896, one Samuel Goldberg was the owner of the good will and chattels of a certain saloon located at the premises known as No. 50 Eldridge Street in the City of New York upon which the plaintiffs had a mortgage or first lien of the sum of One thousand (\$1,000.00) Dollars which was much above the actual value of the said chattels; that on or about the fourteenth day of February, 1896, this defendant agreed with the plaintiffs to purchase said place from the said Samuel Goldberg, and to execute a new mortgage to the plaintiffs for the sum of One thousand (\$1,000.00) Dollars, provided that the plaintiffs take out and pay for the license from the Board of Excise of the City of New York, for the sale of liquors and spiritious drinks at said saloon for the year commencing on the 27th day of February, 1896,

fol. 5. and on or about said day in pursuance to said agreement this defendant did execute and deliver to the plaintiffs the note and mortgage described in the second and third paragraphs of the complaint upon the plaintiffs' express covenant and promise to defendant that they will take out and pay for the license of the Board of Excise of the City of New York for the sale of liquors and spiritious drinks in said place for the period year commencing on the 27th day of February, 1896, on which day this defendant was to begin business at said place. That the plaintiffs failed and neglected to take out or pay for license from the Board of Excise of the City of New York, for the sale of liquors and spiritious drinks at said place and in consequence thereof this defendant was " 6 unable to begin business therein, or to make any use of the chattels in said place upon which plaintiffs held the mortgage mentioned in the third paragraph of the complaint.

WHEREFORE, this defendant demands that this complaint be dismissed with costs.

Abraham H. Sarasohn,
Attorney for defendant,
186 East Broadway,
N. Y. City.

City and County of New York, ss:--

GZIAS KOPPMAN, being duly sworn, deposes and says; that he is the defendant in this action; that he has heard read the foregoing answer and knows the contents thereof; and that the same is true of his own knowledge, except

as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

SWORN TO BEFORE ME, THIS :
: (S) Ozias Kopman.
29th DAY OF APRIL, 1896. :

Jacob W. Block,
Notary Public,
City and County of New York.

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

being duly sworn,
deposes and says that he is

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

Sworn to before me, this }
day of 189 }

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

being duly sworn,
deposes and says that he is

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

Sworn to before me, this
day of 189 }

Please take notice that an order of
which the within is a copy was duly en-
tered and filed in the Office of the Clerk
of said Court, on

Dated

189

Yours, &c.,

Frederick W. Block,

Attorney for

181 Broadway,

City of New York.

The City Court of
the City of New York.

Philip Schaefer &
Louis Schaefer

vs.

Ozias Koffman

Copy Pleadings for
the Court

FREDERICK W. BLOCK,

Attorney for *plaintiffs,*

~~181 BROADWAY,~~
150 Nassau Street,
CITY OF NEW YORK.

TO

ESQ.,

ATTORNEY FOR

COPY WITHIN PAPERS RECEIVED

189

ATTORNEY FOR

City Court of New York .

Adolph Tischler ,

Plaintiff,

-:-:- against -:-:-

Complaint

Edward E . Flynn ,

Defendant .

[illegible]

FOR A FIRST CAUSE OF ACTION .

I. That the plaintiff, at the special instance and request of the defendant, between the first day of April, 1896, and the 30th day of April, 1896, and on or about the 27th day of April, 1896, performed certain work, labor and services in setting a heater, boiler, iron enameled bath tubs and one double marble slab for hot and cold water on the first floor of premises Number one hundred and twelve (112) Bowery, and setting a marble slab on the second and also one marble slab on the third floors of the said building, and lining the floor with metal around wash stands on the first, second and third floors of the said building of the value and at the agreed price of eighty-eight (\$88.00) Dollars, which amount the defendant agreed to pay therefor, and which the plaintiff has duly demanded of the said defendant, but which the defendant has refused and still refuses to pay.

FOR A SECOND CAUSE OF ACTION :

First : That the plaintiff, at the special instance and request of the said defendant furnished certain materials in and about the above mentioned work, consisting of marble slabs, iron bath tubs and other material necessary to complete the work done, the reasonable value of which is sixty-two (\$62.00) Dollars, which sum the plaintiff has also duly demanded of the defendant, but which the said defendant has failed and neglected refused and still refuses to pay .

W H E R E F O R E , the plaintiff demands Judgment against the said defendant for the sum of one hundred and fifty dollars (\$150.00) with interest thereon from April 27th 1896, besides the costs and disbursements of this action .

Holls, Wagner & Burghard ,

Attorneys for Plaintiff,

Office and Post Office Address : 120 Broadway ,

New York , N . Y .

(Verification) .

(Title)

Answer .

The defendant answering the complaint of the plaintiff respectfully shows to this Honorable Court .

I. The defendant admits paragraph I in the first cause of action and paragraph one in the second cause of action of the complaint in the within action which relates to the work having been done and materials furnished for same .

II. The defendant denies that he ever agreed with the plaintiff to pay him the sum of \$ 150.00 for said work and materials as is alleged in both causes of action in plaintiff's complaint, but does admit that the agreement for said work and materials as is alleged in plaintiffs complaint was that same was to be performed and materials furnished for the sum of \$ 115.00 and \$ 13.00 for extra work which amounts to \$ 128.00 together .

" 2

For a second separate & distinct defense & counter-claim &c.

First The defendant alleges that prior to the commencement of the within action the above named plaintiff in consideration of the defendant undertaking to pay the sum of \$ 75.00 to a certain creditor of the plaintiff that then the said sum of \$ 75.00 should be deducted from said \$ 128.00 which deponent was indebted to plaintiff for the work mentioned in plaintiffs complaint , and for which sum the defendant signed a stipulation and which is in possession of plaintiffs creditor .

" 3

Second : That as plaintiff is informed and believes the said plaintiff has to this day not paid said creditor referred to heretofore or any part of \$ 75.00 and that plaintiff is still held responsible for said amount , and for which amount the defendant sets up as a counter-claim and offset to plaintiffs claim which as the defendant allege is only \$ 128.00 instead of \$ 150.00 as plaintiff alleges .

Third : That deducting the sum of \$ 75.00 from \$ 128.00 which defendant was indebted to plaintiff there leaves a balance now due and owing to the plaintiff of \$ 53.00 which the defendant offers judgment for .

Wherefore the defendant asks that the sum be reduced from \$ 150.00 as is alleged in plaintiffs complaint to the sum of \$ 53.00 which the defendant admits owing after deducting the sum of \$ 75.00 and finding that the agreement was for \$ 115.00 and \$ 13.00 which makes a total of \$ 128.00 and that said plaintiff only recover judgment for said \$ 53.00 so admitted .

Michael Rosenbloom

Defendants Attorney

O. & P. O. Address 254 Henry St.

New York City .

Fol. 1.

City Court of New York .

(Title)

Reply .

The plaintiff replying to the counter-claim of the defendant , set forth in his Answer herein , respectfully states and alleges :

I. He denies each and every allegation contained in the paragraphs of the said counter-claim set forth in the said Answer designated " First " , " Second " and "Third" except that he admits that the creditor mentioned in paragraph " Second " of the said counter-claim, has not been paid by this plaintiff .

W H E R E F O R E , the plaintiff demands Judgment against the defendant for the amount originally prayed for in the Complaint herein , besides the costs and disbursements of this action .

Holls , Wagner & Burghard ,

Attorneys for Plaintiff .

Office and Post Office Address : No. 120 Broadway ,

New York , N . Y .

(Verification .

Verification.

State of New York, }
County of } ss.

being duly sworn, says that he is _____
in this action and that the foregoing _____ is true of his own
knowledge, except as to the matters therein stated to be alleged on information and belief,
and that as to those matters he believes it to be true.

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

Affidavit of Service.

State of New York, }
County of } ss.

being duly sworn, says that he is of the age of _____ years and upwards; that
on the _____ day of _____ 189 _____ between the hours of _____ M. and _____ M.
at _____
he served _____
with the annexed _____ by delivering a true copy of the same
to and leaving it with _____

He further says that he knew the person served as aforesaid to be the person
mentioned and described in said _____ as
in this action.

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

To

Please take notice that a of which the
within is a copy, was duly entered in the office of the Clerk of

..... on the day of 189

Dated, New York, 189

Yours, etc.,

HOLLS, WAGNER & BURGHARD,

Attorneys for

Office and Post Office address: 120 BROADWAY,

New York City.

City Clerk of New York

Adolph Tischer

against

Edward C. Flynn.

Pleadings.

HOLLS, WAGNER & BURGHARD,

Attorneys for *Plaintiff,*

120 BROADWAY,

NEW YORK CITY.

EQUITABLE BUILDING.

To

1895

Due service of a copy of the within

is hereby admitted.

Dated, New York,

189

Eol.1

CITY COURT OF NEW YORK.

----- -x

:

Raritan Dry Dock Company, :

agst. :

Augustus J. Gibbons. :

----- -x

The plaintiff complains and alleges:-

I. That the plaintiff is a foreign corporation duly organized under the laws of the State of New Jersey and that its principal place of business is located at Perth Amboy, in the State of New Jersey.

"2 II. That on or about the 11th day of December, 1895, at Perth Amboy, New Jersey, the defendant made his certain promissory note in writing dated on that day, wherein and whereby for value received, he promised to pay to the order of the plaintiff, thirty days after the date thereof, Two hundred dollars, at the Middlesex County Bank, with interest, and then and there delivered the same to plaintiff, which since hath been and now is the holder and owner thereof.

"3 III. That at maturity said note was duly presented for payment at the place where the same was made payable and payment thereof demanded and refused.

IV. That on the 23rd day of April, 1896, there was paid to plaintiff on account of said note the sum of \$75⁸⁶/100 and that no other payment has been made on account thereof. And that defendant is now justly indebted to plaintiff on ac-

"4 count of said note in the sum of One hundred twenty-four dollars and fourteen cents, with interest on \$200.00 from December 11th, 1895, to April 23rd, 1896, and on \$124.14 from April 23rd, 1896.

WHEREFORE plaintiff demands judgment against defendant for the sum of \$124.14 with interest on \$200.00 from December 11th, 1895 to April 23rd, 1896, and on \$124.14 from April 23rd, 1896, besides the costs of this action.

Davis & Loeser,
Plff's. Attys.

"5

City and County of New York, ss:

Edwin G. Davis, being duly sworn says that he is one of the attorneys for the plaintiff in the above entitled action, that the foregoing complaint is true of his own knowledge except as to those matters which are therein stated to be alleged on information and belief, and as to those matters he believes it to be true. That this action is founded upon a written instrument for the payment of money only which is in the possession of deponent. And the plaintiff is a foreign corporation which is the reason this verification is made by deponent.

Sworn to before me this)

13th day of May, 1896.)

Edwin G. Davis.

Jefferson B. Conley,
Notary Public, Kings County,
Cert. filed N. Y. Co.

City Court of New York.

-----X
Raritan Dry Dock Company,
Plaintiff,

--against--

Augustus J. Gibbons,
Defendant.
-----X

his attorney answering the complaint of the plaintiff
The defendant, by Macklin, Cushman & Adams, alleges as *herein*

follows:-

FIRST: He denies any knowledge or information, sufficient to form a belief, as to the allegations contained in paragraph No. I. of the complaint. That the plaintiff is a foreign corporation duly organized under the laws of the State of New Jersey. That the defendant's principal place of business is located at Perth Amboy, in the State of New Jersey.

SECOND: He admits the allegations contained in the complaint in paragraphs No. II. & IV.

THIRD: He denies any knowledge or information sufficient to form a belief, as to the allegations contained in the 3rd paragraph of the complaint. That at maturity said note was duly presented for payment at the place where made payable, for payment thereof was demanded and refused.

FOURTH: For a separate and further defense to the whole cause of action herein, the defendant alleges and upon information and belief that the plaintiff has not complied with Sec.

15 & 16 of chapter 637 for the laws of New York for the year 1892 and of the several ^{clauses} supplementary and amendatory thereof, in that ^{among} ~~no~~ other things not being a moneyed corporation it has not procured from the Secretary of State a certificate that it has complied with all the requirements of law authorizing it to do business in this State.

WHEREFORE, the defendant demands that the complaint be herein dismissed with costs.

Macklon, Cushman & Adams,

Attorneys for defendant,

No. 1 Broadway,

New York City.

Eol.1

CITY COURT OF NEW YORK.

----- -X
:

Raritan Dry Dock Company, :

agst. :

Augustus J. Gibbons. :

----- -X

The plaintiff complains and alleges:-

I. That the plaintiff is a foreign corporation duly organized under the laws of the State of New Jersey and that its principal place of business is located at Perth Amboy, in the State of New Jersey.

"2 II. That on or about the 11th day of December, 1895, at Perth Amboy, New Jersey, the defendant made his certain promissory note in writing dated on that day, wherein and whereby for value received, he promised to pay to the order of the plaintiff, thirty days after the date thereof, Two hundred dollars, at the Middlesex County Bank, with interest, and then and there delivered the same to plaintiff, which since hath been and now is the holder and owner thereof.

"3 III. That at maturity said note was duly presented for payment at the place where the same was made payable and payment thereof demanded and refused.

IV. That on the 23rd day of April, 1896, there was paid to plaintiff on account of said note the sum of \$75 ⁸⁶/100 and that no other payment has been made on account thereof. And that defendant is now justly indebted to plaintiff on ac-

"4 count of said note in the sum of One hundred twenty-four dollars and fourteen cents, with interest on \$200.00 from December 11th, 1895, to April 23rd, 1896, and on \$124.14 from April 23rd, 1896.

WHEREFORE plaintiff demands judgment against defendant for the sum of \$124.14 with interest on \$200.00 from December 11th, 1895 to April 23rd, 1896, and on \$124.14 from April 23rd, 1896, besides the costs of this action.

Davis & Loeser,
Plff's. Attys.

"5

City and County of New York, ss:

Edwin G. Davis, being duly sworn says that he is one of the attorneys for the plaintiff in the above entitled action, that the foregoing complaint is true of his own knowledge except as to those matters which are therein stated to be alleged on information and belief, and as to those matters he believes it to be true. That this action is founded upon a written instrument for the payment of money only which is in the possession of deponent. And the plaintiff is a foreign corporation which is the reason this verification is made by deponent.

Sworn to before me this)
:
13th day of May, 1896.)

Edwin G. Davis.

Jefferson B. Conley,
Notary Public, Kings County,
Cert. filed N. Y. Co.

Marble L. H. Co.

Mr.

Gilbert

Complaint

L. H. Co.

City and County of New York, ss:

Plt's. Atty's.

vs. & answer.

April 23rd, 1886, Resided the cost of this action.

December 11th, 1886, and on \$154.14 from

pendant for sum of \$24.14 with interest on \$200.00 from

WHEREFORE I demand judgment against de-

April 23rd, 1886.

City Court of New York

Paritan Dry Dock Company

against

Augusta F. Gibbons

Copie

Pleadings

EDWIN G. DAVIS,

Counsel for *T. G. F.*

No. 114 Nassau St.

New York City.

Fol. 1.

City Court of New York.

John E. Maxwell,

Plaintiff,

-against-

"Michael" L. Donahue, the name "Michael",
being fictitious, defendant Donahue's
real first name, unknown to plaintiff,
and Arthur E. Restall,
Defendants.

The complaint of the plaintiff shows to the Court on
his information and belief:

1. That at the City of New York on or about the 29th,
day of February, 1896, the above named defendant, M. L.
Donahue, made his certain promissory note in writing bear-
ing date on said day, whereby, sixty days after the date
thereof, he promised to pay to the order of the defendant
Arthur E. Restall, the sum of two hundred and fifty dollars,
at room 424, No. 60, Broadway, New York City, and then and
there for value received, delivered same to said defendant
Arthur E. Restall, who thereafter endorsed and delivered
same for value, to this plaintiff, who is now the true and
lawful owner and holder thereof.

11. That when said note became due, payment thereof
was demanded at the place where same was made payable, and
payment refused, and no part thereof has been paid, of all
of which said defendants have had due notice.

W H E R E F O R E, plaintiff demands judgment against
said defendants for said sum of Two hundred and fifty dol-
lars, with interest thereon from the 29th, day of April,
1896, and the costs of this action.

Levy and Stuart
Plaintiff's Attorneys,
309 Broadway, N.Y. City.

*Making and
delivery of
note admitted*

**2
Endorsement
denied*

*Admitted by
Failure to
deny*

*3

City and County of New York, ,

John E. Maxwell being duly sworn says, that he is
the plaintiff herein; that he has read and knows the con-
tents of the foregoing complaint and the same is true to his
own knowledge except as to the matters therein stated to be
alleged on information and belief, and as to those matters,
he believes it to be true.

Sworn to before me this

15th, day of May 1896.

)
:
)

John E. Maxwell

Albert J. Appell
Notary Public
N. Y. Co.

Fol.1.

City Court of New York.

John E. Maxwell,
-against-

Michael L. Donahue and ano.

The defendant, Michael L. Donahue answering the complaint of the plaintiff respectfully shows to this Court:

1. He admits the making and delivery of said note to defendant Restall but denies on information and belief that said note was transferred or endorsed to above named plaintiff for a valuable consideration or any consideration whatever, and alleges that said note did not come in the possession of said plaintiff, nor was it transferred before maturity.

2. Defendant Donahue further alleges on information and belief that said note was never transferred, endorsed or assigned to said plaintiff and that he is not the lawful holder thereof.

W H E R E F O R E, defendant Donahue demands judgment dismissing the complaint herein besides the costs of the action.

Philip E. Reville,
Attorney for defendant
Donahue,
60 Broadway, N.Y. City.

Verified the 29th. day of May 1896.

Sir:

Take notice that the within is a copy of.....
.....made in the within entitled
action, and this day duly entered with the Clerk
of the.....

.....in his office in the County Court
House in the City of New York.

Dated, New York,.....189

Yours, &c.,

LEVY & STUART.

Attorneys for.....

To

.....Esq.,

Attorney for.....

City Court of New York

John E. Maxwell

against

Michael L. Donohue
Lans.

Copy Pleadings
for the Court.

LEVY & STUART,

Attorneys for Plaintiff.

309 Broadway,

NEW YORK.

Due and timely service of a copy of

is hereby admitted.

Dated, New York,.....1896

Attorney for.....

. JOHN FISH,
against
JOHN A. BANGS.

F I R S T: That at the times hereinafter mentioned the plaintiff was the owner and landlord of the defendant with respect to the premises known as Number 160 West 129th Street in the City of New York.

S E C O N D: That during the months of February, March and April 1896 the defendant above named was the tenant of the plaintiff and in the possession of the said premises at the monthly rent of One hundred and sixteen and 66/100 Dollars payable in advance on the first day of each and every month.

T H I R D : That the defendant has not paid the rent of said premises for the said months of February, March and April 1896 except the sum of seventy eight and 12/100 Dollars on account of the rent for the month of February 1896 leaving a balance due to this plaintiff as and for the rent of said months of the sum of Two hundred and seventy one and 86/100 Dollars no part of which has been paid and in which amount this defendant is justly indebted to the plaintiff.

WHEREFORE this plaintiff demands judgment
against the defendant for the sum of Two hundred and
seventy one and 86/100 Dollars interest from the 1st day of
February 1896 besides the costs and disbursements of this
action.

JOHN E. BRODSKY

. Attorney for Plaintiff.

Verified

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%

3

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80

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&

%

10

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Verified

CITY AND COUNTY OF NEW YORK, ss.:

sworn, says: that he is the
the contents of the foregoing

to own knowledge, except as to the matters therein stated to be alleged on information and belief,
and that as to those matters he believes it to be true.

being duly
in this action, that he has heard read and knows
and that the same is true

Sworn to before me, this

day of

189

}

Sir :

Please take notice that the within is a true copy of
this day duly entered and filed in the office of the clerk of the
of the City and County of New York, in this action
Dated, N. Y., 189

Yours, &c.,

AUGUST P. WAGENER,

Attorney for

59 Second Avenue, N. Y.

To

Esq.

Attorney for

Court

21
N. Y. City Court.

John Fish

Feb 1896 Plaintiff

against

John A. Bang.

14

Defendant.

Pleadings for
the Court.

AUGUST P. WAGENER,

Att'y for

59 SECOND AVENUE,
N. Y.

To Esq.,

Att'y for

N. Y.

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

Dated, N. Y.

189

Summons.

TUCKER & CO., Law Stationers and Printers,
51 Nassau Street, N. Y.

City Court of New York,

Former ^W*Schwabland*
Company.

Plaintiff

Summons with notice.

Charles L. Weber ^{vs} *William A. Weber*

Defendants

To the above named Defendants and each of them

You are hereby Summoned to answer the complaint in this action, and to serve a copy of your answer on the Plaintiff's Attorney, within six days after the service of this summons, exclusive of the day of service; and in case of your failure to appear, or answer, judgment will be taken against you by default, for the relief demanded in the complaint.

Dated *May 11th* 18*96*

Forster Hotaling ^W*Klenke*
Plaintiff's Attorney

Office and Post Office Address,

No.

59 Wall Street

New York City

City Court of N. Y.

Kornet ^{and} Schwabland
Company.

Plaintiff.

-vs-

Charles L. Weber ^{and}
William A. Weber.
Defendants.

Summons.

Forster Notaling Henke
59 Wall Street
New York City
Plaintiff's Attorney

To the Defendant

Notice is hereby given to you that, upon your default to appear, or answer the within summons, judgment will be taken against you for the sum of \$ 300.00, with interest from the Fourth day of October 1893, and with the costs of this action.

Forster Notaling Henke
Plaintiff's Attorney
59 Wall Street
New York City

CITY COURT OF NEW YORK,
CLERK'S OFFICE.

Korner + Co

vs.

John E. ...

Received, New York, *June 9* 1896
from *John E. ...* Attorney,

FIVE DOLLARS, for Calendar and Sheriff's First Term Fee in above suit.

No. *4889*

JOHN B. McGOLDRICK,
Clerk.

Notice.

City Court of the City of New York
Worner and Schindler and
Company Plaintiff
 against

William A. Weber et al
 Defendant

Notice of Trial.

Please to take Notice, That the issue of *fact* in this
 action will be brought to Trial, *and an inquest taken thereon*
 at a *Trial Term of this Court* appointed to be held in and for the *County*
 of *New York* at the *City Hall* in the *City of New York*
 on the *15* day of *June 1896* at *10* o'clock, in the
 forenoon of that day, or as soon thereafter as Counsel can be heard.

Dated the *9* day of *June* 18*96*
 To *Chas E. Le Babbier* Esq. *Foristral Rotating & Klunkle*
Attorney for deft *Attorney for plff*
W. A. Weber

N. Y. City Court.

Kornet ^W Schwabland
Company.

vs.
William A. Steveretal

Notice of Trial.

Forster & Staling & Menck
39 Wall Street
New York City
Attorney for Plaintiff

Due and timely service of a notice, of
which the within is a copy is hereby admitted
this 19 day of June 1896

W. A. Steveretal
Attorney for Defendant

CITY COURT OF THE CITY OF NEW YORK.

-----0
: JAMES M. LEOPOLD AND ALFRED M. LEOPOLD :
:

against :
:

LEO STEIN :
:
-----0

The plaintiffs, by Horwitz & Hershfield, their attorneys, complaining of the defendant, allege:

First: That at all of the times hereinafter mentioned, the plaintiffs were and still are co-partners in trade, doing business as bankers and stock brokers in the City of New York, under the firm name and style of "JAMES M. LEOPOLD & CO."

Second: That on the 24th. day of August, 1896, at the City of New York, an account was stated between the plaintiffs and defendant, and upon such statement a balance of \$1675.26 was found to be due these plaintiffs from said defendant.

Third: That defendant then and there promised to pay said sum of \$1675.26.

Fourth: That no part of said sum has been paid, although heretofore duly demanded.

WHEREFORE plaintiffs demand judgment against the defendant for the sum of sixteen hundred and seventy-five dollars and twenty-six cents (\$1675.26) with

interest thereon from the 24th. day of August, 1896, besides the costs of this action.

HORWITZ & HERSHFIELD,

Attys. for plaintiffs,

Office and Post Office Address, New York Life Insurance

Company Building, 106 Leonard Street,

New York City, New York.

Verified by Alfred M. Leopold August 25, 1896.

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

-----0
JAMES M. LEOPOLD AND ALFRED M. LEOPOLD :

against :

LEO STEIN
-----0

The defendant answering the complaint herein,

1: Denies all the allegations contained in paragraphs 2nd. 3rd., and 4th. of said complaint.

11: For a separate and distinct defence alleges, that heretofore and on or about the 24th. day of December, 1895, at the City of New York, the defendant was indebted to the plaintiffs in a certain sum, which sum included the amount to recover which this action is now brought.

2 111: That for good and valuable consideration the plaintiffs then and there promised and agreed that the said indebtedness should not become due and payable for the period of two years next thereafter, to wit, before December 24th., 1897, which time has not yet expired.

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

Julius J. Frank,

Defendant's Attorney,

27 & 29 Pine Street,

N. Y. City.

Verified by Leo Stein September 1, 1896.

SIR:

Please to take notice that the within is a
copy of a
this day duly made and entered herein in the office
of the Clerk of
Dated, N. Y., 189

Yours &c.,

HORWITZ & HERSHFIELD,

Attorneys for

Office and Post Office Address,

106 & 108 Leonard Street,

(N. Y. Life Ins. Co. Bldg.)

New York City.

To

Esq.,

Attorney for

N. Y.

City

Court.

James M. Leopold
& ans.

against

Leo Stern

Pleadings for Court
copy

HORWITZ & HERSHFIELD,

Attorneys for

106 & 108 LEONARD STREET,

(N. Y. Life Ins. Co. Bldg.)

NEW YORK CITY.

1896

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

Dated, New York, 189

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

-----:
H. DURANT CHEEVER, :

PLAINTIFF :

-against- :

JOHN L. MARTIN, :

DEFENDANT. :

-----:
The plaintiff, George M. Brooks, his attorney, for
a complaint and cause of action alleges:

2.

Admitted

FIRST:-- That at the City of New York on or about the
23rd day of October, 1895, the defendant made his certain
promissory note in writing, dated on said day, and thereby,
for value received promised to pay to the plaintiff or order
ten days after demand, the sum of fifteen hundred dollars
at No. 13 Park Row, New York City, and thereupon for value
received, delivered the said note to the plaintiff.

Denied

Second:-- That on the 14th day of August, 1896, the
plaintiff duly demanded payment of said note from the de-
fendant; that more than ten days have elapsed since said
demand, and that no part of said note has been paid.

WHEREFORE, the plaintiff demands judgment against the
defendant for the sum of fifteen hundred dollars, with
interest thereon from August 25th, 1896, besides the costs
and disbursements of this action.

George M. Brooks,

Plaintiff's Attorney,

#111 Broadway, New York City,

New York.

CITY AND COUNTY OF NEW YORK. SS:

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

Sworn to before me this ;

25th day of August, 1896. ; H. Durant Cheever.

Fulton Mc. Mahon,

Notary Public,

N. Y. Co.

CITY COURT OF THE CITY OF NEW YORK.

-----:
H. DURANT CHEEVER, :

PLAINTIFF. :

-against- :

JOHN L. MARTIN, :

DEFENDANT. :
-----:

The defendant by J. Henry Work, his attorney, for answer to the complaint herein, on information and belief alleges.

FIRST:- He admits that some time in the month of October, 1895, this defendant made an instrument in writing in the nature of a promissory note or agreement to pay money to the plaintiff herein in the sum of \$1500, and he admits and alleges that the same was by its terms to become due and payable at No. 13 Park Row, in the City of New York, when the same should thereafter become due and payable.

SECOND: This defendant denies the allegations contained in paragraph numbered "second" in the complaint herein.

THIRD:- Defendant denies that any proper demand in accordance with the terms of said note, has been made upon this defendant, and he denies that the same has become due and payable in accordance with the terms thereof.

FOURTH:-- The defendant further answering says that since the delivery of the obligation set forth and referred to in the complaint herein, and for a valuable consideration received by him from the defendant, the plaintiff has agreed with this defendant that the time of payment of said instrument in writing in the nature of a promissory note, should

Denied

be indefinitely extended to suit the business convenience of this defendant, and that by virtue of said contract so made by the parties hereto, their agreement for the payment of the moneys therein referred to has been so changed and modified that such moneys are not now due and payable to the plaintiff herein.

WHEREFORE the defendant demands judgment against the plaintiff herein that plaintiff's said complaint be dismissed and that this defendant recover of said plaintiff the costs and disbursements of this action.

J. Henry Work,

Defendant's Attorney.

111 Broadway.

(Verified Sept. 14, 1896.)

New York City, N. Y.

City Court of the
City of New York

H. Durant Cheever
Plaintiff
against

John L. Martin
Defendant

Pleadings for the Court

GEORGE MURRAY BROOKS,

Attorney for Plaintiff

No. 111 BROADWAY,

Trinity Building,

NEW YORK CITY.

To Esq.,

Attorney for

Due and timely service of
..... is hereby admitted

Dated, 189

Attorney for