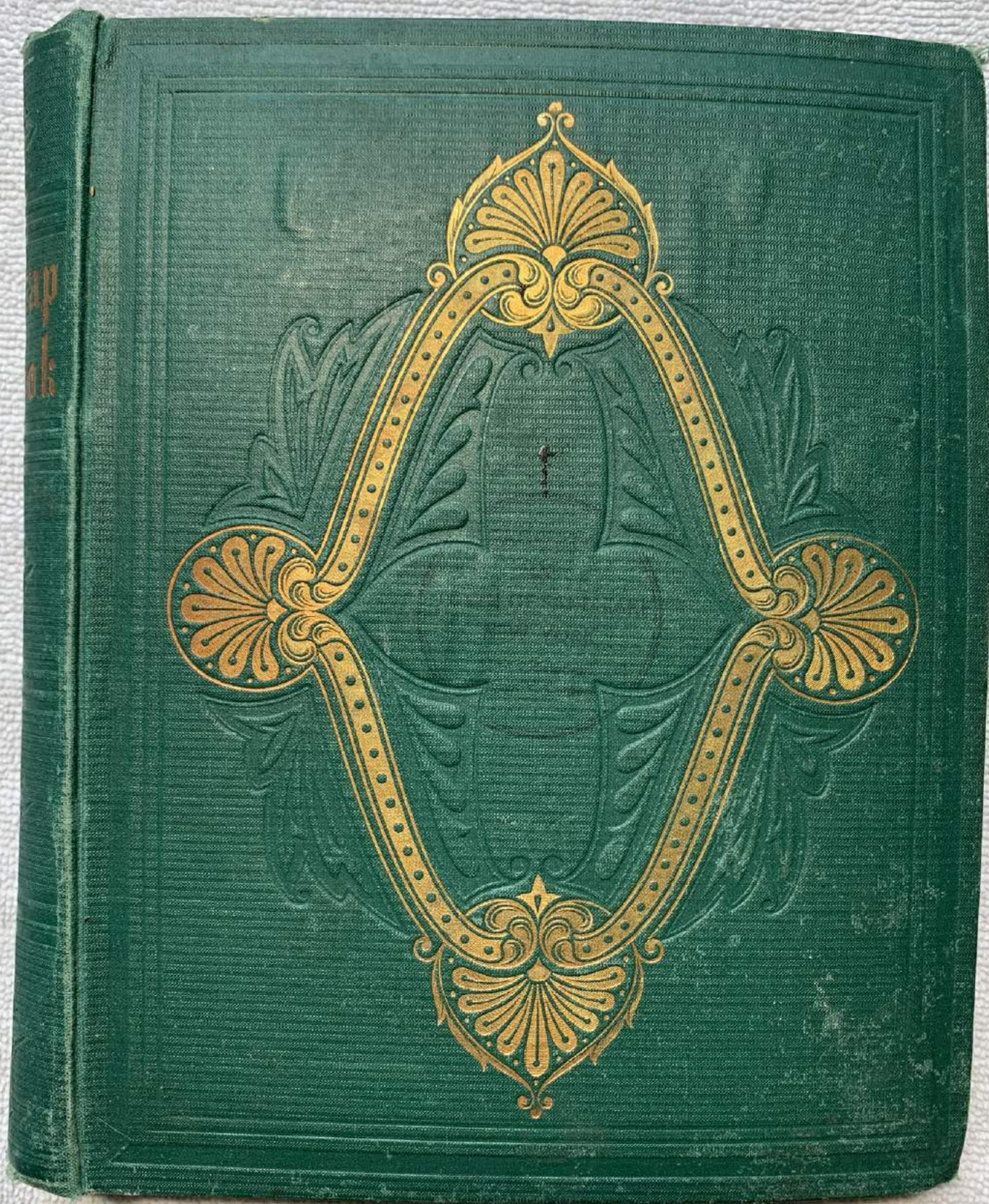


Scrap
Book



SHIPMAN'S
PATENT
Invoice & Scrap
BOOK
PATENTED JUNE 13, 1871

*Donat. D. Averill
45 East 76 St
New York City -*



Given to the Town Historian by,
Richard Seuffert
of
Averill Park
September 1977



NOTES FROM SCRAP BOOK GIVEN BY R. SEUFFERT
THIS BOOK CONTAINS NEWS PAPER CLIPPINGS
1877 - 1888 MOSTLY RELATING TO HORATIO AVERILL

P₁₄ HANSON PONY TEAM PROPERTY OF H. AVERILL OF N.Y.C.

WHOSE FAMILY TO SPEND SUMMER IN SAND LAKE

P₁₅₋₂₀ GEO. CLARK OTSEGO CO. ANTIRENT 26,000 A

P₂₀ MAY 13 1880 A. P. HOTEL OPENED FOR SEASON
— PROPRIETOR R. J. DAVIS

U.S. POST OFFICE HAS BEEN OPENED -- -- NAMED AVERILL

TELEPHONE COMMUNICATION BETWEEN HOTEL &

AM. KNOWLSON DRUG STORE TROY TROY + S. L. TEL. CO

P₂₃ H. P. AVERILL & NALLE MATE

PICNIC AT AVERILL AUG 1880

P₂₄ AVERILL PARK HOTEL WILLIAM DORLAN PROP.

P₂₅ H AVERILL WILL WINTER 200 CANAL HORSES 1881

26 SAME AS P₂₀

DARIUS CLARK TO OPEN FEMALE SEMINARY IN S. L

* P₃₅ MAY 23 1879 NEW SUMMER HOTEL

A E WOOSTER SOLD FARM TO H. F. A. \$7,500

H. F. AVERILL PROP. OF A. P. HOTEL PURCHASES ARNOLD HOME \$4,500

39 DEATH OF C. NALLE SLAVE JULY 23 1875

* 40 TALLY-HO

49 AVERILL HOUSE UNDER NEW M₁₉ AUG 1880

* 50 TALLY HO

* 51 HC IL

53 A P HOTEL + KENNEDY

55 J. K. AVERILL MARRIED

OVER

B 55 J K AVERILL ASST. D A P P

57 DEC. 16 1880 J K AVERILL PURCHASED RICHARD FARM
TO BUILD RACE TRACK, LAY OUT BUILDING LOTS
H.F.

58 NOV. 2, & DEC 23 1880 ~~J K~~ AVERILL REFLECTIONS CAST!

* 59-60 J. K AVERILL BIO.

61 MARCH 21 1881 DEATH OF JAMES GILL AVERILL

64 J.K.A. ¹⁸⁸² HOT HOUSE AT HOTEL COMPLETED

" RUMOR AVERILL PARK HOTEL HAD FAILED

" LAWSUIT WOMAN THROWN FROM J.K. STAGE

* 66 AVERILL PARK FEATURES AVERILL PARK HOTEL

67 A. P. HOTEL AD 22 1882

* 69 JULY 30 1881 BIO OF HORATIO F AVERILL

78-79 MRS J. C. AVERILL DIED MAY 12 1885 - CBT

ST. MARK'S HOTEL WAR

Spain disposed Crawford & Dempsey. On the 14th, Judge Gilbert favored in an order for the return of the goods, required Mrs. DeCamp to file a bond in \$3,000 on appeal, and ordered the Sheriff to proceed forthwith to seize Crawford & Dempsey in possession of the goods. On Saturday last, the Sheriff, accompanied by the Justice, Sheriff, but ten minutes thereafter Constable Corbett entered and put them out on a warrant issued by Justice Corbett. This warrant was against Mrs. DeCamp, and was issued on the petition of Mr. Tallman, the owner of the premises, and the Sheriff, who was the owner of the goods. Mrs. DeCamp was in default in a balance of rent to the extent of \$300. This warrant was issued against Mrs. DeCamp, and not against Crawford & Dempsey, who were disseisors of the goods. The Sheriff, however, at the hearing before Justice Corbett, yesterday, that the proceedings by which his clients were thrown out after ten minutes' possession were illegal and void, and he has been ordered to return the goods to the disseisors, and the constable for having taken forcible possession. On the call of the case before the Justice Mr. Tallman, on behalf of the owner of the premises, admitted that all the allegations of the plaintiff, Mrs. DeCamp, are denied. The statute under which these proceedings to disseise were instituted provides for the return of the goods to the disseisors, the allusion made in this case had the words "held over" and "seized" was changed by Mr. Averil, was insufficient to give the Justice jurisdiction, on the Justice persisted in holding to this jurisdiction and the plaintiff took possession of the goods with the real estate, and the Sheriff, who was the owner of the goods, was the disseisor.

OLIVIA DE CAMP'S MASTERLY STRATEGY—DEMPSEY & CRAWFORD COUNTERMARCHES—JUDGE GILBERT'S PROTOCOL—THE LINE OF BATTLE IN RICHMOND COUNTY.

ABOUT midway between Tompkinsville and New Brighton, on Staten Island, situated on a point looking out on the Bay of New York and still further seaward, is the former residence of Mr. August Belmont. Some years since, Mr. Belmont ceased to occupy the building as a residence, and it being of immense size, containing over one hundred rooms, it was rented by Oscar De Camp, and furnished by him as a summer hotel. In 1875 Mr. De Camp shuffled off this mortal coil, leaving the furniture and his good will of the place to his widow, Olivia, who, for about three years thereafter, continued to run the establishment. 13 March, 1878, she sold the furniture to John J. Dempsey and Matthew J. Crawford, both of whom had been employed in the hotel by her husband and herself. This sale was made for the sum of \$15,000, \$1,000 of which was paid down in cash, and notes given for the balance, each for \$2,000, payable on the 1st of August of each year, and to secure payment of which a mortgage was given on the furniture. The contract of sale contained a clause to the effect that if the hotel was not opened on the 1st of May in each year the furniture was to revert to her on the first default to so open, and Dempsey & Crawford were to forfeit all they had already paid on account of it. The present owner of the hotel, Mr. George O. Tallman, and from

him Mrs. De Camp had a five years' lease, with the privilege of renewal, at \$1,000 a year, and she sublet to Bempos & Crawford by the year at the same rate. The rent, according to the conditions of the lease, payable in installments of \$2,000 on the 1st of October, \$2,000 on the 1st of September, and \$2,500 on the 1st of November of each year. The new proprietors paid the first installment of \$1,000 on coming into their contract for the furniture, and the first note of \$2,000 in August last. They also paid directly to the landlord the first and second annual installments for rent, and in November last, the third installment of \$2,500, payable with this receipt.

A FORCKO MARCH

[illegible]

A COUNTER MOVEMENT

[illegible]

review the proceedings. De Camp had such a sudden transition from the position of guest to that of proprietor at the hotel. The ground taken by the justice's judgment was sought on the basis that no proper demand for the rent had been made on the tenants' part. It was further claimed that, for the dispossession warrant, Messrs. Dempsey & Crawford were fully prepared to pay it. This contention was argued in the Supreme Court of this county, but the proceedings to dispossess, after being affirmed by the court, were set aside by writ of restitution to the Messrs. Dempsey & Crawford, directing him to take his hotel and furniture, and to restore possession of the hotel and furniture.

Yesterday the plaintiffs, accompanied by one of their attorneys, proceeded to the hotel for the purpose of being put in possession of the Sheriff. The Sheriff, whose regular effective force consisted of two deputies, was confronted at the point of attack by a constable and four deputies. Not only was the latter in command of superior force, but he had an auxiliary at his disposal of superior force, but he had an auxiliary at his disposal of superior force, but he had an auxiliary at his disposal of superior force.

coverings from Judge Wilbert. This stage, it was reported, was granted with a view to allow Mrs. De Camp to perfect an appeal from the decision of the court. The disposition proceedings, although at first quite quiet, it was for the purpose of allowing her time to get quiet. Whatever may have been the motive, the effect of the order of Judge Gilbert was to restrain the sheriff from attacking the constable and his host, insure a three days' truce, and for that period at least, the peace of Richmond county.

THE STATION WAGON.
In the meantime Messrs. Dempsey & Crawford have advertised to open the hotel on the 1st of next month, and so Mrs. Wm. De Camp, the latter possibly assuming that if she can "hold the fort" until after the 1st of May and prevent the former from opening the hotel, the conditions of the sale will be broken and this will keep the hotel.

Ch. Y. Herald Aug 26, 1877

ST. MARK'S HOTEL WAR.

The legal complications in relation to the possession of St. Mark's Hotel, Staten Island, and the ownership of the furniture thereof, seem not only not at an end, but not even decreasing. The preceding heretofore pending between Justice W. W. Corbitt, in which the widow De Camp sought to dispossess Messrs. Crawford & Dempsey for non-payment of an alleged balance of rent, was disposed of yesterday by Mr. Horatio F. Averill, counsel for the defendants, entering a judgment in their favor dismissing the proceedings of the plaintiff, with costs. This judgment was entered by consent of the plaintiff's counsel. By virtue of a writ of restitution, issued by Judge Pratt, of Kings county, Crawford & Dempsey had been put in possession, as already stated in the last issue, but in the interim thereafter a complaint appeared, put them out and put the owner of the property, Mr. Tallman, in possession, as a warrant to dispossess issued by Justice Corbitt in his favor against the widow De Camp. That consent for Crawford & Dempsey construed to be a forcible entry on the part of Tallman, because the warrant under which the plaintiff's possession was against the widow De Camp, who was out of possession, and not against Crawford & Dempsey, who were in. Proceedings were then taken against Tallman for the alleged forcible entry, managers being named as a large one, but in this proceeding it has now been held that Tallman's act could not be construed as a forcible entry, because he entered under color of judicial authority. But from writ of certiorari has been out, which is soon to come up for argument in Kings county. If on that argument the proceedings shall be held to be illegal, then it will be for Crawford & Dempsey to again walk into possession, unless some other and unforeseen emergency should be made out of the part of their opponents. In the meantime another suit has grown out of this prolonged judicial hostility. Messrs. Crawford & Dempsey, alleging that in the proceeding by which their possession was brought to an end in November last, and which as declared on appeal to be illegal, the Justice granting the warrant to dispossess without jurisdiction, has sued the Justice, the constable who executed the warrant and the widow De Camp, who invoked his authority, for \$25,000 damages for their alleged wrong-doing. While these pending questions remain undetermined Mr. Tallman, the owner of the hotel, is in possession.

Ch. Y. Herald Aug 1, 1878
There has been commenced in the Supreme Court a new lawsuit by Franklin Carpenter, through his attorney, Mr. H. F. Averill, against Randall W. Roberts, the president of the Roberts Manufacturing Company. The plaintiff, as a stockholder of the company, charges Roberts with misappropriating its funds, and (alleging) being the owner of about three-fourths of the stock, seeks to compel him to restore the amount to the funds of the company. The defendant was arrested on an affidavit by Judge Daniels, and gave bail in the sum of \$2,500.

—A handsome pony team and phaeton, the property of Mr. Horatio F. Averill, of New York, whose family are to spend the summer in this town, have appeared upon our streets.

WAS HE IMPRISONED THROUGH MALICE?

The case of Levi Walling against William P. Bessel and William A. Bessel was brought to trial before Judge Freedman and a jury, in Part I. of the Superior Court, yesterday. The plaintiff sues to recover \$20,000 damages for false imprisonment. It seems that on Jan. 23, 1875, he was arrested and locked up on a charge of stealing a horse from the defendants. He was imprisoned for 13 days. On Feb. 10, 1875, he was acquitted of the charge, it appearing that the horse in his possession had been purchased by him and was not the one stolen from the defendants. In answer, the defendants deny they were actuated by malice. On the examination of the plaintiff, it appeared that the defendant, William P. Bessel, was sick at the time of plaintiff's arrest, and the latter, as well as the horse, were paraded in the street in front of his house for identification, he looking out of an upper story window at them. The case is still on. Horatio F. Averill appears for the plaintiff, and Lewis & Morgan represent the defendants.

SUED FOR ALLEGED EMBEZZLEMENT.

THE PRESIDENT OF THE ROBERTS MANUFACTURING COMPANY HELD UNDER BAIL.

Franklin Carpenter, the principal stockholder in the Roberts Manufacturing Company, at No. 168 Centre-st., has brought a suit against the president of the company, Randall W. Roberts, to recover several thousand dollars of the firm's money, which he alleges, was illegally converted to the president's own use. Mr. Carpenter also brings an action to recover damages for the depreciation of the property of the company, asserted to be caused by the president's acts. According to the plaintiff's allegations, the company had seemed to be doing a fair business. On June 14, the company was in debt \$3,000. A note held by J. Hemmley & Co. went to protest on that day. When Mr. Carpenter learned that there was not sufficient money on hand to meet Hemmley's note, he examined the books of the firm, and found that accounts, which appeared on the books to be overdue, and which had been hitherto promptly settled, had not come in. Mr. Carpenter asserts that the chief clerk, a son of the president, sold and persuaded the customers would settle very soon, and that Mr. Carpenter noticed that all the unsettled accounts were marked paid. He had received no money, however, which he should have done as treasurer of the company. He looked to Roberts, the president, and he had appropriated it to his own use. Roberts, Mr. Carpenter further asserts, refused to return the money, which amounted to about \$2,000. Horatio F. Averill, as attorney for the other stockholders, obtained an order of arrest recently, and Roberts was held to bail in \$2,500 by Judge Daniels.

AN OLD NOTE BY GENERAL SICKLES.

James R. Thompson sued General Daniel E. Sickles in 1861, on a note for \$450 35, given by the defendant August 1, 1853, to George Clark. This note bore date August 1, 1855. General Sickles defended on the ground that Thompson was not the real owner of the note; that it was transferred after it was due, and due, more than a hundred times. The case was referred to John T. Hoffman, not then Governor, who reported in late Court reversed this decision on the ground that Mr. Sickles had not taken into account the effect of the Statute of Limitations, on General Sickles's counterclaim. A new trial took place yesterday before Judge Donohue, who dismissed the complaint on the ground that it was clear that the plaintiff was not the owner of the note. H. F. Averill and W. A. B. Milliken appeared for the plaintiff; Edwin Root, Carpenter Hayes for the defendant.

The Sun.

THURSDAY, AUGUST 1, 1878.

BURNED BY ANTI-RENTERS.

SEVENTY THOUSAND DOLLARS WORTH OF PROPERTY DESTROYED.

George Clarke, Owner of 26,000 Acres, Warned by His Tenants, who Organized a Society to Compel Him to Reduce His Rents—One of the Alleged Incendiaries Locked Up.

George Clarke of Springfield, Otsego county, who, it is said, is the largest landowner in New York State, owning about 26,000 acres, had Charles Montany arrested, yesterday, on a charge of being one of a gang of anti-rent incendiaries, who have destroyed \$150,000 worth of his property. Montany came to Truckman in 1876, and has since been a truckman. He was formerly a resident in the neighborhood of Charleston Four Corners, in Montgomery county, in which a large part of Mr. Clarke's property is situated. It is charged that Montany, who has been followed by Mr. Clarke's detectives, has admitted his complicity with the anti-renters. He is nominally sued in a civil court for \$46,000, and his bail was fixed by Judge Donohue at \$25,000, in default of which he was lodged in Ludlow street jail.

Mr. Clarke's property extends, as he says, from Rome to Poughkeepsie. The locality of the anti-rent troubles is in Montgomery county, but he likewise owns 6,000 acres in Dutchess county, 15,000 in Otsego, 7,000 in Oneida, 1,000 in Fulton, and a very large tract in Greene. Mary Anna Gregory, daughter of Dudley S. Gregory of Jersey City, was married to him and he has a family of three daughters and a son. Domestic difficulties have separated Mr. Clarke from his wife and daughters. His son, who is nearly of age, remains with him. His homestead, at the head of Otsego lake, is valued at \$100,000. In his complaint, on which the arrest was made, Mr. Clarke declares that a large number of houses, barns, buildings, fences, and other property in the vicinity of Charleston Four Corners have been destroyed by fire, and that in January, 1871, there began to appear in various newspapers in Montgomery county and vicinity articles of an incendiary character.

One of these articles is headed "Anti-Renters at Work," and gives the particulars of two fires on the night of Dec. 23, 1875, when there were two barns, one house, and a woodshed set on fire. On the night of Jan. 2 other buildings were burned by anti-renters, who were said to be well armed and equipped for any emergency. The article was signed "Anti-Renter to the Backbone," and warned those who had tried to save the property that they must not do it again, for "if they try to save a thing that belongs to George Clarke we will have to introduce them to a volley of lead pills. The article further said:

And there are some in this community who say that they can find out the perpetrators of the crime. We tell them to let that be their wish, or else they may hear a rumble here by. If they are policemen, or any other

man, let them try to find out one party if they dare, and mark my words for it, their days are numbered. If there are any who are disinterested in our affairs, let them keep their mouths shut. George Clarke is trying to claim to own the rents on the farms that he rents to his tenants. He gets them up and says, "I want to pay him more, which would rob us of what little we have invested in the place and make our children poor. That don't do down with us. Hence we cannot meet him in the courts, for he has always will carry it through, and fight it out on this line by a keep off his lands when they become unoccupied, for we mean to take care of them, for he must go down with us rent in these hard times or sell his lands to the occupants as they wish to buy. It is not the tenants only who are carrying on this war, but it is the owners of soil farms together who have got tired of paying the taxes which George Clarke's land ought to pay. We mean to burn and steal him out. So we give a timely warning to persons who are not on his lands to be careful how they get on, or they may get up and get before they know it."

The next issue of the newspaper contained a communication from Mr. Clarke in answer to the "Anti-Renter to the Backbone," in which he gave a history of his land tenure. He said that under the British colonial system most of the lands in this State east of Onondaga Hollow were granted by the Colonial Council by a bill to individuals under letters patent. The lands were called patents, and the receivers patented. William Corry was a patentee, with others, in Montgomery county, with a grant stretching into the towns of Root, Charleston, and Glen. The associates of Corry transferred an undivided moiety to George Clarke, his ancestor, and a moiety of 1,700 acres remaining was transferred to settlers in and about Corrytown and Root, now mostly the estate of the Drevendorf family. Another place is the property of the Sheffs. William Corry died, and his son Isaac transferred the residue of the Corry moiety to James Janney of New York city. The tract was surveyed and run out into lots of 200 acres each. Upon a partition of the property certain lots fell to Janney, who was before the War of Independence. The lots belonging to him were confiscated and sold by the Commissioners of Forfeited to parties purchasing in fee simple. The State thus guaranteed the deed.

In the treaty of peace in 1783 it was stipulated that the property of minors and British subjects should remain inviolate, and George Clarke was authorized by the treaty and by a special act of the State to hold his property. The moiety of the Corry tract was from 1790 to 1795 devised or let to tenants or occupants under leases at the nominal rent of 12½ cents per acre for thirty-one years at least. The Clarke moiety was settled under these leases, and remained, the present George Clarke claiming, until all, with the exception of some ten or fifteen still outstanding, were terminated, either by negotiation between him and the holders or by expiration of their own limitation. So strong had this idea of fraud been among the landholders that thirty years ago, while the inexperience of youth was still upon him, a suit at law was begun to vacate Mr. Clarke's title on the ground of fraud a century ago. This was decided in Mr. Clarke's favor by the Court of Appeals. Then Mr. Clarke made new arrangements in some cases for a dollar an acre over and above taxes and repairs, to last until 1870. This arrangement was continued until Mr. Clarke desired to raise the rents to \$2 an acre over the taxes, he agreeing to expend 25 per cent of that sum in repairs. Most of those north of Eurynonville had acquiesced; but upon 100 acres, formerly possessed by J. J. Frank, who paid 75 cents an acre, an increase of rent was demanded to \$1 per acre, and refused. The barn was burned, and for a year the place was abandoned. Charles Larue, who had the adjacent place, wanted this 100 acres, and used it until he died, but did not pay for it. About 150 acres of this property came into the hands of Ryan and Polder, who paid then \$1 an acre or a time, but were refused a renewal unless they would pay arrears. This they refused, and the place was taken by Martin Russell, who got leave or license until he vacated, and when he moved out the buildings were burned down. The place burned on Jan. 8 was occupied by Levi Dugger, who had paid neither rent nor taxes, and who owed about \$1,000. A responsible man offered to take the place, but before he could move in the torch was applied.

Clarke thought the lands were worth the rent charged from the fact that two responsible

24. ... and never get their riches by grumbling.

Mr. Clarke's troubles are akin to the anti-rent difficulties of 1846 with the estates of the Livingston, Van Rensselaers, Hunters, and Catskills.

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considerable wealth, by whom he had one son George Hyde Clarke, after whom my name. Lieut.-Gov. Clarke retired to England after leaving office in 1743, and on his death his sons inherited together the lands to which he had acquired patents in what are now Ontario, Oneida, Montgomery, and Dutchess counties. George Hyde Clarke had two sons, George and Edward, the former of whom was my father. That first Edward was the one who is known in our family as Major Edward, because he was made a Major for his gallantry in the taking of Havana by the English from the Spaniards. Secretary George was his part of the property to his great nephew my father and his brother, in common. Major Edward bequeathed his to his grandson, Edward, in fee. My grandfather, George Hyde Clarke, never had any interest in the New York lands. Major Edward and the Secretary died within a year of each other, about the time of the battle of Lexington. The inheritors of the property were then at the College of William and Mary, my father and his classmate with Campbell and the Duke of Wellington also attended it at the same time. Both my father and brother were minors. In the will of George Hyde Clarke, Governor of the colony, it was stipulated that minor children own property in America should not be subject to confiscation of their property, but that the laws of the day should be the effect. The minor children of British subjects

who had been near 80 years of age now. "As the lease was falling back into my hands I advanced rent to \$1 an acre, which gave rise to a good deal of acrimony, but, my un-

—The Park hotel at Sandlake changed hands yesterday—William Dorlon of this city succeeding R. J. Davis as proprietor.

ny before Judge Landau, of the Supreme Court chambers, for the appointment of a Receiver of Abington Square Savings Bank, of New-York. The people were represented by Edward Page, Deputy Attorney General, and the bank depositors by Horatio F. Averill, of New-York. The names of George W. Winant, ex-Police Commissioner, John R. Voorhis, John Foley, John J. Palmer, Isaac C. French, and Frank Sampson, all of New-York City, and Henry Winant, of the position. Winant and V. were presented by petitions signed by nearly one hundred persons in amount. Judge Landau received the petition and said he would appoint him, but his head set at \$100,000.

THE LANDLORD.
Mr. George Clarke, who was found last evening at the side of his cousin, Mr. Horatio K. Averill, is a sturdy man of fifty-eight years of age, with a full beard, which is the only sign of approaching age in his manner that which might naturally be expected in a man who has been constantly engaged in writing since he came to the country in 1845. He is the largest land owner, it is said, in New York, owning 45,000 acres in four different counties, but in his dress and manners he is simple and unaffected as the poorest of his tenants. He is universally about the case, and betrays no excitement over the step taken yesterday, which appears to be the initial one in the final breaking

Several years ago the houses under which the Negroes in the neighborhood of Charleston Four Corners were originally routed began to expand and new lots were made out. About 1873 it began to be reported that the tenants of these tenements were being driven from this place, since then a great number of my friends, abolitionists and friends of the colored race, have been driven from this place and other property have been burned and otherwise destroyed from fear to those who were the cause of it. In 1874, it began to appear in various newspapers, the Montgomery County Republican, especially in the Montgomery County Republican, articles of an anonymous writer, who called himself "Anti-Kentuckians" and gives the barefaced story of two free men seized at December 21, 1874, when two cars, a stage and a horse and carriage were burned. The night of January 3, 1874, other buildings were burned by the same persons, who were said to be well armed and equipped for any emergency. This article was signed "Anti-Kentuckians" and was the cause of the burning of the property that they must not do.

On the morning of the 24th the buildings to the west of the main square were burned to the ground. The houses of the poor and the unfortunate were burned to the ground. The barns between 300 and 400 yards from the square were burned. The houses of the rich and the houses of the poor were burned, making little difference to George Chubb, who said that he had been burned in the square. The houses of the rich and the houses of the poor were burned, making little difference to George Chubb, who said that he had been burned in the square. The houses of the rich and the houses of the poor were burned, making little difference to George Chubb, who said that he had been burned in the square.

A LANDLORD WHO IS THOROUGHLY HATED
AND THE ARSON SOCIETY THAT
HE IS FIGHTING.

An abstract of his long affidavit says that the father and grandfather of the defendant, Montague, were formerly servants of the defendant's father. Montague married a daughter of the defendant's father, Charleston Four Corners, formerly a tenant of the defendant, who afterwards kept a tavern at Charleston Four Corners, where Montague was employed as a waiter for some time. In the beginning of 1874 Montague went to Johnston, Fulton County, and in September, 1870, he joined his wife and family and went to Jersey City, where he has since lived. In 1873 Mr. Clarke had much trouble with tenants about Charleston Four Corners connected with the expiration and renewal of leases on buildings.

NEW YORK, MONDAY, AUGUST 5, 1878.

THE MOHAWK VALLEY WAR.

THE ANTI-RENT TROUBLES BETWEEN

MR. CLARKE AND HIS
TENANTS.ALLEGED TYRANNY AND EXTORTION ON
ONE SIDE AND CERTAIN ABUSE
AND RAFFIN ON THE OTHER.

[FROM THE SPECIAL CORRESPONDENT OF THE WORLD.]
FOND, August 4.—The acts of incendiarism on the property of George Clarke, with which Charles Montanye, who now lies in Ludlow Street Jail, is charged, were committed within fourteen miles of this village, in the towns of Root and Charleston, Montgomery County. This is the county town. Mr. Clarke owns 12,000 acres of land in Montgomery County. This land, with 30,000 acres in other counties, was granted to Mr. Clarke's grandfather before the Revolution. Less than 2,000 acres of the entire estate have been sold since then. When the present owner came into possession thirty-five years ago a violent anti-rent feeling was engendered in Montgomery County, the nature of which will be explained. That feeling steadily intensified, and in 1873 it took expression in arson. Since then the torch has been applied to about thirty houses, with barns and other buildings, on the property, entailing a loss, according to Mr. Clarke's figures, of upwards of \$46,000. He estimates also that property to the amount of \$24,000 has been destroyed by other means than fire.

Montanye was born in Charleston, where he lived until five years ago. His father was one of Mr. Clarke's tenants. For three years after the first of the series of fires that began in 1873, Montanye worked in adjoining towns. Then he moved to Jersey City, and until his arrest on Tuesday last was in the employ of John H. Starin. Had Mr. Clarke deliberately planned to embitter still further the dissatisfied tenants against him he could not have hit upon a more effective way of accomplishing that purpose than by the arrest of Montanye. But the step had been well considered. At one time there might have been reason to say that it was mainly aggressive and was impelled by a motive for revenge; that was years ago. Many of the tenants are even now persuading themselves that the arrest was made to frighten them into submission. Under that belief they huff back defiance, and the cry of three years ago that it would not be murder to kill George Clarke has become "It would be a blessing to kill the damned old tyrant." This epithet is employed in the best Montgomery County society. Around the hotels and other lounging places more expressive ones are substituted. Those who are authorized to speak for Mr. Clarke, however, say that the arrest is merely preliminary to a series of protective measures which have been developed during the past four years at great expense and which will result in restoring to

the estate its former prestige.

The original grant of land of which the 12,000 acres is a part was made by George II. under what was known as the Corry patent. There were thirteen owners. Eventually the land came into the possession of Mr. Corry and of James Jamey, each owning half. Jamey became a Tory and his portion was confiscated. The Corry portion fell into the hands of Mr. Clarke's grandfather, then Lieutenant-Governor of the State, by purchase. What were called three-life leases were granted to tenants at a rental of 1 shilling an acre. Three names of living persons were inserted in each lease, and it remained valid until the death of the last one. There was a provision that if one or more of the persons died within a day after the lease had been signed, the within should hold for thirty-one years even though the other or others named should die within that time. The lessee hired merely the land, and it was provided that when a lease should expire not only the land but the lessee's improvements should revert to the estate.

A Dr. Sheldon, member of Assembly from Charleston, early in the century introduced a bill into the Legislature for the purpose of making this land State property by seizure. It was then determined that if Mr. Clarke had not had peaceful possession of it for twenty-one years, or had not had tenants from whom he had received rent for the same period, his title to it, in the absence of papers to show the purchase, was not valid. This was the beginning of the anti-rent troubles. The case was not pushed. The tenantry claim that the title could not have been proven at that time, and that Dr. Sheldon was bribed to drop the case. On the other hand, Mr. Clarke says that the title was clear, as could have been shown then by papers in possession of the family, and that Dr. Sheldon yielded to evidence. The same system of rents was continued when Mr. Clarke's father came into possession, but in 1830 or thereabouts, the original leases began to expire and new ones were issued at an advanced rental for choice farms to 2, 3 and 4 shillings an acre. Meanwhile the anti-rent feeling had become stronger and frequent remonstrances were made against excessive charges. Mr. Clarke was a minor when his father died, and the Montgomery County estate was managed for three years solely by Richard Cooper, Mr. Clarke's half-brother and nephew of Fenimore Cooper. Mr. Clarke took formal possession in 1843, and revisited Charleston in person to collect rents. Remonstrances were made at that time against what were considered excessive rents, but he either ignored them or gave them short answers. This incensed those of the tenantry who had been at all disposed to side with the anti-renters. The old cry of fraud was renewed, and it had a zealous champion in the person of Gamaliel Bowdish, who was sent to the Legislature for the express purpose of furthering the interests of the tenants. Implicit confidence was reposed in him, and he was left to perfect his own plans. After strenuous exertions and at great expense he succeeded in having a law passed that no land-owner could lease property for a term longer than twelve years. Mr. Clarke was equal to the occasion. Those tenants who were satisfied that the new law would accrue to their advantage willingly sold their leases to Mr. Clarke, and within a year or two he had recovered much of the Charleston land. Suddenly he began to issue new leases at 75 cents an acre, an advance of 25 cents over the highest price obtained in former years. A few of the tenants moved away, but most remained and took the lands at the advanced rental. Mr. Bowdish and his adherents were condemned for having advocated the passage of the new law, by which Mr. Clarke had been enabled to increase his income from the lands, and the anti-rent faction sank into insignificance. In 1852, nearly all of the old leases had expired, and the lands were renting at 75 cents an acre. That year a tenant named O'Neil was expelled from

a farm in Root for refusing to pay more than 50 cents an acre. He was succeeded by one Sherburne, who was supposed by the tenantry to have been placed on the farm by Mr. Clarke at the former rate of rental. Just before the harvesting season his barn was entered one night and the mowing machinery destroyed. He was persecuted into throwing up his lease within six months. As soon as the farm was vacated the depredations ceased. The anti-rent faction took much courage, and was recognized in the county for the first time in seven years.

In 1853 the life-lease expired on the farm occupied by a widow, Clara Hubbs. She had been paying a shilling an acre, and refused to renew at 75 cents. After her removal watchmen were placed on the premises. Henry C. Hamilton gave one of them a loaf of bread. With-holding to such as might be weak enough to assist Clarke's watchers, even to the extent of saving them from starvation. Thereafter, for fifteen years or longer, whenever any farms were vacated on account of ever any farms were vacated, fences were torn down, raised rents or arrears, fences were torn down, fields strewn with pieces of wire to injure mowing machines, and roofs broken in or punctured with holes. About 1865 Mr. Clarke began to raise the rents to \$1. The first to protest was John F. Frank. He had been paying 75 cents, and was willing to renew at that price. Some of his friends say that his house was rickety and his barn a shell, and that Mr. Clarke, while insisting upon \$1, agreed to remit 25 per cent. on condition that Frank would inform the other tenantry that he was paying \$1. They say that Frank refused to do this and was ejected. Mr. Clarke denies having made the offer. Dr. Van Valkenberg and Stephen Ackerman took the farm at \$1. Ackerman was thought to be one of Clarke's bitterest enemies, and every one wondered why he took the farm. Within a few months Dr. Van Valkenberg entered the barn one morn-

ing and found the hair clipped from his horse's tail and mane. The Doctor said one evening in the village store that the work was that of a bungler. The next morning the tail-stump and mane had been lathered and shaved. A widow who had heard of the clipping said that the man who did it deserved to be strung up. Her cow's tail was cut off that night. There has been scarcely a new tenant for ten years whose horses and cows have not suffered from this rural sport. The new tenants upon the Frank farm remained only a year, and then it lay in common for two years. In April, 1866, it was leased to Charles La Rue for twelve years at \$1 an acre. Mr. La Rue died in 1873, and his widow sold the lease to Edward Potter and John Ryan. It had five years to run, but there was \$300 back rent due upon it. In 1870 Mr. Clarke had begun to issue leases at \$2 an acre. When the lease was sold he demanded the back rent, but it was refused. Then he offered to continue the lease either at \$2 an acre without the arrearage or at \$1 with it. The new tenants refused to accept either offer and were ejected. Ryan moved to Canajoharie and Potter to a farm of his own in Schoharie County. This was on December 1, the usual rent day.

December 20 the house and buildings were burned to the ground. Mr. Clarke could never discover by whom nor was suspicion ever fastened upon any particular person. On the evening of January 3, 1874, only six days afterwards, the house and buildings of John S. Dygart were burned. They had been vacant more than a month. On that evening Montanye, our Ludlow street friend, had jumped out of Charles Bureh's sleigh on the cross-road leading up to Dygart's premises, which were a fifth of a mile distant. Burch turned into the cross road, to the right. Dygart's house was at the left. He said that he intended to keep on over the main road to the house of John

Vanderwerker, a half mile further on. It took him forty-five minutes to reach Vanderwerker's house. He was arrested on information furnished by George Ingersoll, Ephraim Brand and William Conover, soil owners, who met him on the main road half an hour or longer after he had left Burch. At the Sheriff's examination Montanye said that he could walk the half mile in fifteen minutes, and could not tell why it had taken him forty-five minutes to do it. There was so much excitement in Charleston over the arrest that the three men who had informed against him bailed him out. Montanye worked at that time in a tannery at Wheelersville, twenty miles away, but returned to Charleston sometimes as often as once a week. He had been seen in Charleston on December 28, the day before the first fire. Both he and Vanderwerker swore, however, that they saw the second fire break out while at supper at the latter's house. The prosecution contended that that was not inconsistent with his theory, and showed that even Vanderwerker's character was not good. They discovered, however, before the session of the June term of the Circuit Court, for which the trial had been ordered, that they could not rely upon the witnesses who had testified for them at the examination, and the complaint was dismissed. That was considered a victory for the anti-renters, who had already organized the Montgomery Mutual Tenants' Society, during February, 1874.

On January 24, 1874, the house and buildings on the John M. Monford farm were burned. This was about a mile and a half from the Dygart farm, and was on a branch road, four miles northeast from Charleston. Four Corners, Montanye had been charged with firing only the Dygart premises, but William Reese testified, incidentally, to having met three men, with their hats over their faces, near Monford's house a few minutes before the fire broke out. One of these answered the description of Montanye. The farm had been untenanted for a year, but Henry Ward had worked it during the summer of 1873 on an agreement with the owner, and Mr. Clarke's lay, valued at \$100, had been stored in the barn that was burned.

It was about two weeks after this that the Tenants' Society was formed. Notices for the meeting had been issued by Alonzo M. Scott, a tenant. There was an assemblage of about fifty at the hotel. Mr. Clarke had for several years before received his Charleston rents at the house of Mrs. Bureh, diagonally across the hotel at the corner, where also he boarded while in town. He was at Mrs. Bureh's when the meeting was called, collecting testimony against Montanye. A committee of tenants called upon him during the meeting and invited him to confer with them with reference to compromising or equalizing the charges for rent. They told him that some of the farms were worth \$2 an acre rental, but others not half of that amount. After some parley Mr. Clarke said, in his decided way:

"Gentlemen, this is no time to talk of compromise. You should have come to me before you had destroyed \$5,000 worth of my property. Now it is too late. This is war, and I mean to fight it out."

The committee withdrew, and the meeting passed resolutions denouncing all incendiary or other unlawful acts, and voted to inform Mr. Clarke that \$1 an acre was all that they could pay at meetings during the next two months, with the question of instituting litigation with reference to ejectments was discussed, but nothing was done about it. The tenantry say the society disbanded in June.

On the evening of the first meeting, after it had adjourned and Mr. Clarke was about going to bed, a crowd of men gathered in front of his boarding-house and called for him. When he failed to respond they fired pistols, beat anvils, blew horns and rolled around the house for an hour in drunken glee.

Some of the crowd are said to have threatened to ride him through the streets on a rail, others to tar and feather him, and nearly all of them had something to say about stretching his neck on a convenient tree. The next morning Mrs. Burck instructed Mr. Clarke to have the tenants boarding places, and he moved his office to Fonda, fourteen miles away, where the tenants have since been obliged to go to pay rents.

The house and barn on the John Moulton farm were burned on April 16, 1874. The premises had been vacant only a week. It was a case of refusal to pay the required rent. Montanye is suspected of complicity in that fire; he had been seen the day previous in Fonda, on the way to Charleston.

On May 18 the barn on George E. Houghtaling's premises was burned. Houghtaling had lived there six years, but had been in Albany during the winter, intending to return on June 1. After the fire he gave up the lease.

The next fire was on September 14, when the fence inclosing twenty-one acres, opposite the residence of Abraham Bratt, was consumed. Bratt had used the twenty-one acres until the April previous, when a rental of \$50 was asked for it, which he refused to pay. Mr. Clarke had put a high fence around it. Mr. Clarke thinks that the land would be thrown in fence was burned the land would be thrown in common and he could use it rent free. There were twenty piles of rails.

For twelve years previous to April, 1874, the premises on the branch road near the Morford farm were leased by Harrison Dingman. He refused to pay \$2 an acre. Then Francis R. moved, of Fonda, moved on. Then there were then rumors that J. M. Shibley, soil-owner and tenant and now Town Supervisor, had procured the passage of a resolution in one of the tenant society meetings that

Warren. There are men here enough to leave farms from which tenants have been ejected for refusing to pay exorbitant rents; therefore, that we will have no social intercourse with them either in address or health.

Rupert was in constant dread of violence, and after he had gathered his crops he watched his buildings at night. He was in debt and took the farm to clear himself. On the night of October 23, 1874, at about 11 o'clock, he left his post near the buildings and went to the house for something to eat. While calling, the buildings burst into flame. He hurried out but was unable to save them, nor would any of the neighbors help him. He lost his crops, farming tools and two horses, all valued at \$1,000. An effort was made to fence the crime on Dingman. He left town a few days afterwards, having heard that inquiries were being made about him, and has not been seen there since. Rupert then returned to Fonda.

On the same night, the Houghtaling house, a mile from Rupert's, was burned. It had not been occupied for nearly a year. Houghtaling, not having returned from Albany, as he would have done on June 1 had his barn not been burned in May.

On April 7, 1875, the house and barn on the Francis Bassett farm were burned. Bassett and Edward Hoxton had worked the farm together for twelve years. Mr. Clarke demanded \$2 an acre for a new lease, and when they refused to purchase it a summons was served upon them. The summons was returnable April 8. When asked what their plea was they had nothing to say, for the house was burned to the ground the night before. They were living upon their own farms, which adjoined the leased land, and they saw the ruins when they went to work in the morning. Bassett's son had lived in the leased house, but his furniture was out of it the time of the fire.

Zena Allen owned 50 acres of land and leased 100 in Root, two miles from Charleston Four

Corners, at \$2 per acre, with a remittance of 25 per cent. on account of improvements, as with all farms for which \$2 was charged. He lived on his own land. Three evenings after the burning, it is suspected, in this case, that the incendiaries were dissatisfied with Allen's rent, and thought that by burning the building they would compel him to leave the farm. The buildings were empty. He still works the farm.

Hiram Grandy had lived for three years on 100 acres of land, for which he had paid \$1 an acre rent. On April 1 he moved on a farm of fifty acres which he had bought. The house on the leased land was burned on May 1 and the barn on May 2.

On the night of May 9, Mr. Clarke and a party of friends saw at 8.30, at 9.30, and at 10.30, three fires from the hotel-steps in Fonda. The blaze from the houses and barns on the John J. Van Patten and William Chambers farms had lighted up the sky in three places. These farms were within a radius of eight miles of a mile on the road leading to Burlington, six miles from Van Patten Four Corners. Mr. Van Patten had been a tenant for many years, and had been a tenant for \$1.50 an acre until April 1 had paid \$1.50 an acre. Then he moved on an eighty-acre farm which he had bought. George Gordon had occupied the Chambers farm for three years at \$1.50, and moved on April 1 to a farm for which he paid \$2 an acre. The Rupert house had been empty since the barn was burned, in which he lost his tools and horses. These fires are said to have been set because the tenants were afraid that tenants would move on them and pay Mr. Clarke \$2 an acre.

Alonso M. Scott, now Justice of the Peace and a blacksmith, was summoned before the County Judge on October 1, 1874, to show cause why he should not vacate premises which he had occupied for seven years on a lease at \$1 an acre which he had purchased from Mr. Stagg. It is said that he had been forewarned of the summons and took his family out of town on October 1 to avoid its service upon him. The agent tracked it to his front door. When Scott and his family returned, the lease having expired, the trouble was about rent, the lease having expired. Scott says that when he took the land Clarke offered to pay for any improvements that he might make, and that he expended \$290 on building, which Clarke, after dallying for seven years, refused to pay. Scott responded to the summons, and Clarke was required to give six months notice. Scott says that before the six months had expired Clarke's agent informed him that he might remain on the land at the old rental, and that he therefore sowed oats and ploughed for buckwheat. About June 1, 1875, Clarke's agent drove up to Scott's house and said that he had been authorized by the Sheriff to examine the barn to see whether anything had been removed from it. Scott refused to permit him to do so. As the agent jumped from his buggy to go to the barn Scott confronted him and threatened to strike him with a wrench if he moved a step further. Scott says that he meant to knock the agent down and drag him in the road, but that his senses returned to him, and, fearing that he might kill the man if he hit him, he permitted the examination. The agent asked Scott as he started for Fonda whether he wished to send any word to Clarke. "I hope God will have an earthquake that will swallow Clarke and you and all the rest of his hounds," Scott says he answered.

Soon afterwards the Sheriff dispossessed Scott and the agent remained in the house for ten days. While the Sheriff was moving over the things, some one in the crowd that had gathered threw a rotten egg which broke on the agent's hat and knocked it off. The aggressor was Bob

Forrester, who had then lived in the town for about eight months. Five men stayed at the house with the agent during the ten days, all armed to the teeth. At night, when the crowd had become well fumed with whiskey, Forrester led them up to the brow of the hill near the house and offered to take the lead and kill the agent and his men if the crowd would follow him. They approached to within ten rods of the house, but then turned back. Had Forrester managed to get them up there the agent and his men, under pretext of fright, would have run out to the barn, and when the crowd had entered the house, they would have run back and stood at the doors with cocked revolvers. That the doors would have been a feather in the cap of Bob Forrester, detective. The agent abandoned the building on Saturday after tearing down the doors and windows so that they could not move back. On the evening of the following Tuesday, June 22, 1875, the house was fired. On the evening of July 19 the barn suffered a like fate.

There were no more fires until March 18, 1875, when the barn of George M. Burnap, who for five years had been paying a rental of \$2 an acre for 200 acres, with a drawback of \$100 annually in improvements, was burned. He had asked for a reduction of \$100 in the rent, but it had been refused. Then he tried another farm. In October, 1875, he had insured his hay in the in the Agricultural Company, of Rome. The fire occurred twelve days before he left Clarke's land. He was the only man around the premises, it is said, when the fire broke out. Two cows were burned. When he consented to compromise with the insurance company for a sum much less than the policy called for the neighbors began to have their own opinion about the origin and purpose of the incendiaries. Mr. Clarke's friends think that the fire was set to entail the loss of the barn on Mr. Clarke and to save the trouble of moving the large quantity of hay which was stored in it. No attempt was made then, nor has any been made since, to fire the house.

Seven days afterwards a store occupied by Judson McDuppee at Charleston Four Corners was burned to the ground. The lease had been another year to run. There was an insurance of \$5,000 upon the stock. Some of the goods had been on hand for fifteen years, it is claimed, and an expert who looked over the stock about a month before the fire said afterwards that he should consider it dear at \$1,500. These matters were talked of in town before the insurance was paid, and resulted in a compromise for \$4,000. Justice Scott says that Mr. McLuffee would not permit his (Scott's) nephew, who had been a clerk in the store for years and knew every piece of goods in it, to inspect the inventory which was made out the request of the insurance company. Mr. Clarke lost the building.

On March 31, the house which John Campbell, Scott's father-in-law, had lived in for thirty years was burned. He had been paying \$2 an acre. He warned Mr. Clarke that he should move several months before he did. He was eighty-four years old, and thought it was time to rest. Owing to his relationship to Scott Mr. Clarke feared that the house would be burned if left untenanted, and Campbell agreed to remain in it until April 1, when a tenant was to be supplied. Mr. Campbell seems to have forgotten or to have misunderstood his bargain, for on the evening of March 31, Mr. Campbell and his household goods were safely stowed away in a little barn over the hill, which he yet occupies. The new tenant drove his first wagon load of goods up to a stack of ruins the next morning.

On that very morning Elijah Dingman, father of the one who had left the county after the burning of property on which he had formerly lived, moved from a farm on which he had been a tenant for twenty-five years. Mr. Clarke

had demanded \$2 an acre from him. He had been paying \$1 for twelve years before. The farm-house and buildings were burned on April 19, as were also the buildings on a farm that had been occupied for ten years until April 1 by Samuel Ward. He, too, had been asked to pay \$2 rental.

Then there was peace until September 8. There had been four barns on the Morford farm, three of which were burned on January 24, 1874. In 1875 the farm lay idle. In 1876 a man named Koons had worked it on shares, and had stowed his hay in the remaining barn. He had intended to begin to press it on the following day, and had cut a pile of sticks for the bales. It was fired at dusk and burned in half an hour. This was a case in which an outsider had interfered. The hay was a total loss. On November 10 the barn of J. B. Voorhees, of Root, was burned. It was stored to the beams with hay well insured. Mr. Voorhees had also taken the precaution to insure the barn, but as it was not his property, he failed to recover on it. Three weeks after the fire he started for Iowa without having paid his rent for the preceding year.

Two barns were burned on the Joshua Rider farm on November 25. Until April, 1875, the farms upon which these barns stood had been held under a lease of twelve years, by Frederick Becker and Daniel Heyne. They refused to renew for \$2 an acre, and the farms were not worked for a year. Then Mr. Rider, who was then paying \$2 an acre for 200 acres, took them. Ten days before the fire Mr. Clarke had put a new roof on one of them at an expense of \$300.

The season of 1877 opened with the destruction of the Campbell barn (the circumstances under which the house was burned have been related) and of the house that had been occupied until April 1 by Perrine Walker. The first occurred on the night of April 5. Mr. Walker owed a year's rent, which he had refused to pay.

These were followed on April 10 by one of the most interesting conflagrations with which the town had been favored. John H. Smith had been one of Mr. Clarke's tenants for more than thirty years. On April 1 his lease for twelve years had expired. He had worked 150 acres. The buildings upon them were valued by Mr. Clarke at \$3,500. In March Mr. Clarke demanded \$2 an acre for a new lease. Smith offered \$200 a year for the 150 acres, but the offer was not accepted. "Then," Mr. Smith said angrily, "I shall move on April 1; on April 2 you had better have some one there to watch your buildings." On April 10 the flames did their work. Mr. Smith leased the hotel at Charleston Four Corners, and still holds it. He says that Mr. Clarke (whom he calls neither "Mr." nor "Clarke") swindled him out of \$2,250, by encouraging him to take up an unexpired lease at an expense of \$1,500 and to expend \$750 on the buildings, under promise that the rent would never be raised above \$1 an acre. On April 13 the Perrine Walker barn was burned. He was a year behind in rent. His house and the Campbell barn were burned on the same night. Walker is now a farmhand.

On November 23 the Brice Bowditch house was burned. The old lease, one of the three life, shilling-an-acre ones, had expired a year before. Henry Stowits, the last tenant, refused to renew at \$2 an acre, and owning a farm of eighty acres, worth \$5,000, he retired to it seven months before the old house was reduced to cinders.

There have been three fires this year. The first was on March 14. Peter Kilmartin had tenanted the house and buildings, and had worked 200 acres of land for two years. Last year's rent was unpaid, and a new paying tenant was ready to go on the farm. Kilmartin left it on March 3.

On March 16 the D. W. Miller house was burned. There are 180 acres on the farm and

A new tenant was to move in and begin to work it on March 18. Mr. Clark's lease at \$1 an acre had expired and he refused to pay more. The last fire occurred on April 9. The house that was burned was to have been occupied by J. B. Kilmarin, an old and good tenant. He had moved part of his furniture into the house before it was fired. Mr. Bratt lost some upon two soil farms. There have been fires of wood and machinery at the time that the fence belonging to Mr. Clark on the opposite side of the road was fired, and in September, 1877, a barn on the premises of Francis Hoag, containing hay belonging to a Mr. Cranker, was burned. Some of Mr. Hoag's machinery, insured for \$200, was in the barn, and the building itself was insured for \$200. Mr. Hoag had offered to sell the barn a year before for \$40.

These fires have stripped the valley between Glen and Schoharie County, which borders on Charleston Township, of much of its beauty. The main road, from a point one mile and a half miles beyond Charleston Four of Glen to 1 1/2 miles beyond, skirts Mr. Clark's lands. When rents were low and all Clark's lands were tenanted it would have been difficult, even in this favored section, to find a more picturesque or more desirable strip of land. It covers a high plateau, commanding a view of the country for twenty-five miles on all sides—a view that is obstructed only by the distant gray mountains, whose tops are rarely visible. The soil farms on the road from Glen, towards the plateau, are on comparatively low land, but they are well kept, and abundant harvests are reaped from them. As soon as the plateau is reached the eye is greeted with a superb view, but with fields near at hand which are rank with weeds and briars. The waving grass and grain fields that have been mowed for since the troubles began, but which nevertheless yield of their own accord, must present a pitiable appearance to a conscientious farmer. Many of them are not even separated from the road by fences, and if it were safe to keep stray cattle here the fields would become barren within five years. Next to some of these fields are flourishing well-kept farms, with tidy houses and commodious barns. These are owned by their occupants. It seems to have been the purpose of a large proportion of the tenantry to cultivate soil farms, but to neglect the lease-lands. As the rents were increased the tenantry became even more neglectful. The result has necessarily been that the farms have been gradually becoming unproductive and the tenantry correspondingly poor. There is a hotel in Charleston proper, which consists of not more than ten houses. The bar-room is never unoccupied. Men leave their work and gather there to curse Mr. Clark. A number of them hung over the bar yesterday and made estimates upon the productive value of 100 acres of leased land. They tied themselves into the absurdity that the average farmer could not possibly do better than to lose \$200 a year on in addition to his expenses for tools, repairs, clothing and provisions. They also estimated the property which Mr. Clark valued at \$40,000 at \$4,000, and said it would be dear at that. Then they all called him an old

and took a drink. Four miles beyond this hotel is another at Charleston Four Corners. This is said to be the headquarters of the gang. Mr. Smith keeps as well as by night. The tenantry of the tenant society were held there when Smith, Lathen, an inveterate and rabid anti-tenner, kept it. Mr. Smith is also an inveterate, but he says that the society no longer exists, and that it always denounced incendiarism. Every tenant in that town thinks it a disgrace on the community and that there should have been a fire there, and says so in unmistakable terms. They show by figures and point to land to prove that property is virtually

valueless, and to the weekly newspaper that reaches the town, to show what a bad name the honest tenants always wind up, given it. The arguments Clark. Old John Snyder, who has already turned seventy, talked like a boy of fifteen yesterday when he told how Mr. Clark had ruined old tenants to lease lands, munity by inducing old tenants to rent upon under promise of perpetual rent, the rent upon and then suddenly doubling the what they see them. The old man's words would make the blood tingle with shame under his heavy white beard. If he should see them on paper. There was and is a cheese-factory at the Corners. Mr. Clark put the \$1,000 into it, in 1864. The tenantry sent the milk from 600 cows there and made money. When the rents were raised the milk was withheld and the factory closed. It was reopened two years ago. The manager does not receive the milk of 100 cows. Many of the present tenantry are miserably poor and stubborn. They cannot endure what they consider Mr. Clark's tyranny, and neglect their land, which they must live at the expense of self-improvement. On the other hand, there are those who lease to make money, and who succeed. Abraham J. Davis, the richest farmer in the county, has laid aside nearly \$200,000 in the forty-eight years that he has worked leased land. Joshua Rider works 600 acres a year at \$1,200 rental, 400 of which have been given up by other men as useless, and is getting rich. Calvin McDuffie complains that \$2 is too much for the 200 acres that he tills, but every spring he does \$1,000 to lend. There are a few others doing as well. Those who lose money and fail to pay rents do not try to do well, as a rule. It is said that the lands were neglected in order that Mr. Clark would eventually sell them for \$30 an acre, and that he has been offered that sum by many tenants. He holds it at \$50. If any fault is to be attributed to him, it is that of persistence. He merely says to his tenants that they may take or leave at his price, and he never swerves from a decision. His father and grandfather were more lenient, and the tenantry expected that his treatment of them would also be lenient.

The arrest of Montagne is understood by Mr. Clark's friends to be significant, and they predict that he will eventually reveal the names of the incendiaries. The tenantry are amazed and silent about it. A rumor has reached here that the names of R. H. Smith, Francis Hoag, Francis Bassett, T. J. Van Derveer, Jim J. Carr, D. Miller, A. M. Scott and Smith Lathen were revealed by him as the incendiaries to Detective Forrester, when the latter boarded in Charleston. Mr. Gillett, the agent, has also made affidavit that Montagne twice told him that he could give information about the fires, but was not willing to do it on account of his hatred for Mr. Clark. Should he give such information it will involve the ring-leaders, and for some years at least these will be a cessation of the anti-tenner troubles at Charleston.

Troy Times, May 13, 1880

Sandlake.—The Averill Park hotel has been opened for the season. Through the energy of Proprietor R. J. Davis, many improvements about the premises have been made which render the hotel an exceedingly enjoyable summer resort. A United States postoffice has been established in the immediate vicinity of the hotel to be known as "Averill," and Mr. Pettit has been appointed postmaster. Telephonic communication between the office at the Averill Park and A. M. Knowlson's drug store, Troy, is had through the Troy and Sandlake telephone company. Mr. Davis will build an addition to his property, 60x150 feet and three stories in height, the lower floor of which it is contemplated to arrange a theatre capable of comfortably seating 500 people.

THE COURTS.

Sad Chapter of Matrimonial Infelicities.

In the suit for divorce from her husband, Harry B. Philbrook, brought by Rebecca R. Philbrook, the leading features of the complaint in which were recently published in the Herald, an answer by the defendant has just been prepared. The defendant avers that about one year previous to their marriage he met plain-iff in Boston, who was then engaged to be married to a gentleman in this city, and that on forming his acquaintance she at once broke off the engagement and entered into a correspondence with him at Washington, where he then resided and was engaged in the practice of law. He further avers that during the year prior to their marriage the plaintiff, her mother and aunt visited him in Washington, and that during their visit they repeatedly came to his office, were made acquainted with his business and friends and, that they saw and inspected his property. He says that after their marriage, on August 8, 1869, his wife and he went to Washington to live, stopping, as alleged, one night at the La Pierre Hotel, but subsequently they commenced boarding at the Washington House, occupying the best room in the hotel; that among the boarders was the Vice President of the United States, the Chief Justice of the Supreme Court of the District of Columbia and always more or less Congressmen, and prominent men of the country; that after remaining there about three months, his wife being dissatisfied with the place and the board, he purchased sufficient furniture for housekeeping, and, at the urgent request of his wife, went to housekeeping; that soon after he moved across the street into a house of his own, a plain two story and French roof frame, with extension, and resided there for about six months, where their first child was born; that during this time he built two very good brick houses on two lots adjoining, which he afterwards sold for \$5,000 each; that during all this time he provided a servant for the house, provided an abundance for the table, even to such an extent that it excited a remark from plaintiff's sister, who visited them, that they lived exceedingly well; that no trouble occurred between his wife and himself through all this period, except frequent hysterical spasms on her part, to which she was addicted, and which were excited by the most trivial disappointments and frequently when he knew of no cause whatever; that the only thing that occurred to disturb their relations up to this time was the visit of her mother, who, at his request, came to remain with his wife during her confinement; that he was in the habit of taking his wife and her mother to ride; that on one occasion, because he failed to take her out riding in consequence of his raining, his mother-in-law called him a brute and a beast, and said he ought to be horse-whipped, and that he paid no attention to his mother-in-law, but devoted his attention to his wife, who was suffering from hysterical spasms, soothing and caressing her, bathing her face and hands and holding her in his lap. They shortly after gave up housekeeping and engaged board with Mrs. Flint, who kept the best boarding house in Washington, and staying here but a short time, and changing about from one boarding house to another to suit the caprice of his wife, he always paying, however, their board bills in full. He says he sold his furniture with his wife's consent. At one place where they boarded they were requested to leave because his wife made so much fuss about a fire and found so much fault with the servants. At one of their boarding places his wife was so dissatisfied with the table, at which there were many boarders, that he rented an extra kitchen in the house, furnished it, so that as was necessary that she might attend to her own cooking, and have what she desired. After doing this for some time, all the while having a servant, his wife

complained that she could not go up and down stairs to much, and requested him to find her a better table in the neighborhood. He consented to this again, sold what he had bought, including a fine Brussels carpet, and engaged board at a place where some Congressmen and others were taking their meals; he always paid his board when it was due and was never in arrears one day, and during this time he and his wife had no trouble whatever, not even a word, as defendant recollects, and both took a great deal of pride and pleasure in their child; the only unpleasant feature of that period was the visit of his mother-in-law, who was constantly thrusting at him her ideas of woman's rights, of the married relations and kindred subjects, always speaking of the rich as beasts, brutes and tyrants; his wife becoming debilitated by nursing her child, she came to her parents in this city; he visited her twice in two weeks after she left; no husband was ever more solicitous of the welfare and happiness of his wife or her health, and he was constantly exercised and worried at every prospect of her unhappiness or any estrangement between them. While his wife was at her father's, as aforesaid, and about two weeks after she had gone, he, from constant anxiety about the welfare of his wife and long and assiduous labor in his profession and business matters, completely broke down in health and was confined to his room and bed in Washington. He went to his father-in-law's house and remained during his sickness, but paid his board all the while he remained, as also the board of his family. Being advised by his doctor that he must get out of the city his wife's father substituted a carriage and he and his family were carried to the depot in New York and took a train for Vermont, where his wife's mother resided. He could only reach the carriage by climbing along the railing of the stoop, and at the depot was unable without assistance to walk from the carriage to the cars. During the stay in this condition the plaintiff's mother became anxious to get him out of her house, and during the latter part of his stay would annoy and insult him at every opportunity, and in his hearing remarked to plaintiff that it was a shame for her to be confined there on his account and have no opportunity to go about town and visit her friends, and advised his wife that she ought not to suffer any complaint from him or suffer any order or criticism. Leaving Vermont he made a short visit to Lynn, Mass., and from there returned to Washington with his family, where he remained several months. This was the spring of 1872. He raised a very neat and convenient furnished house, one of the best on the street, and, with the furniture, contained a small library, a conservatory, an extra clothes yard and flower garden. Here their second child was born. Everything that was wanted was supplied from the grocer, and he kept a servant all the time and part of the time a nurse. His mother-in-law, however, kept up a continuous warfare, heaping upon him every opprobrious epithet she could command, and actually made a pandemonium of his house. On one occasion his wife complained of a wood fire, saying she had rather have coal. Her mother sprang out of her chair and uttered the following in defendant's hearing:—"Well, if you can't have what you want to burn don't you keep house another day; it is an outrage that you can't have your own way about such matters. If your husband is such a miserable brute that he won't get you coal instead of that miserable wood, it is quite time you were going home." She was ever listening from every possible concealment, and when through listening would assail and abuse him. During their stay in Washington he erected a block of stores and sold them for \$25,000, and also owned and sold a valuable building lot. He was all the while prosperous and honored in his business matters and had almost unlimited credit, and could procure \$20,000 or \$30,000 of material or labor on credit and without question as to defendant's honor or property. On the 6th of May, 1873, a little over two years ago, and solely on account of poor health, the defendant left said city of Washington, and as the result of his labor and notwithstanding his increased state of health, he possessed the following property:—Two penises he possessed of four hundred and six acres of choice land in Kansas worth about \$19,000, and unencumbered; a large farm in Pennsylvania for which he gave \$1,360 with a mortgage of \$1,000, and a little over \$200. In money and his debts all paid except about \$200. He answered the defendant describes a trip with his wife through New England, with visits to this city and Williamsport, Pa. He says that his wife was furnished with at the best hotel in Boston where she lived in a "very every luxury. While in Boston they lived in a "perfect gem of a house." His real troubles began after he moved to Brooklyn, in the spring of 1874. His wife's family made matters so disagreeable that before long family made matters so disagreeable that before long he took his meals away from home. The children were taught to hold him in contempt. His wife became a convert to the principles of her own folks. Finally, on the 12th of March, when he returned home at night, he found that his wife had left,

taking their children with her, she went to her father's, but refused to see him. A reconciliation, however, was again effected, but soon after the mother-in-law again appeared upon the scene. He was greatly distressed for money, but his wife never suffered for want of fuel or food and always had a servant. On the 20th of December his wife again deserted him, and all remains away from him. He says that during all his married life he never practiced a single deceit on his wife, and except very rarely was never away from home later than ten o'clock at night, and never abused her beyond a little impatience excited by ill health and her own acts. His children, he says, are anxious to return to him, and he says that his wife and her parents are unkind to her. Notwithstanding all that he has suffered he says, in conclusion, that if his wife will return to him and remain separate and away from her family he will maintain her and their children with fidelity and honor. He asks, therefore, that the complaint be dismissed.

ILLEGAL DETENTION BY THE POLICE.

CHARGES AGAINST THE COMMISSIONERS REGARDING ARRESTS ON LONG ISLAND. H. P. Averill, counsel for Levi Walling and Joseph E. Pray, submitted charges yesterday against the Police Commissioners to Mayor Wickham. The charges specify that the complainants Pray and Walling were arrested in Long Island City, on Saturday, Jan. 23, on suspicion of stealing a horse and gig belonging to William P. Beersel. A warrant for their arrest was issued by Justice Otterbourg, of the Jefferson Market Police Court, on the Sunday morning following, and Officer Richard Wright detailed to take charge of the case. Wright, on receiving the warrant, proceeded to Long Island City, and took the prisoners into custody, returning with them to New York. On the same day, on arriving in New York the officer did not take Walling and Pray to a station-house or precinct, but carried them to the Inspector's Department at Police Headquarters, where they were kept during the Monday and Tuesday following, with the knowledge and consent of the Police Commissioners, and contrary to section 52 of the City charter, which reads as follows:

"Each member of the Police force, under the penalty of ten days fine or dismissal from the force, at the discretion of the board, shall immediately, upon an arrest being made, convey in person the offender before the nearest sitting Magistrate, to be dealt with according to law. If the arrest is made during the hours that the Magistrate does not regularly hold court, or if the Magistrate is not holding court, such offender may be detained in a station-house or precinct until the next regular public sitting of the Magistrate, and no longer, and shall then be conveyed without delay before the Magistrate, to be dealt with according to law. And it shall be the duty of the said board, from time to time, to provide suitable rules and regulations to prevent the undue detention of persons arrested, which rules and regulations shall be as operative and binding as if herein specially enacted, subject, however, to the order of the court committing the person so arrested."

The complaint further charges that while thus detained at Police Headquarters for the purpose of enabling the Police to secure evidence against them, the prisoners were not allowed access to counsel, or opportunity to summon witnesses in their favor. During this alleged illegal detention, the complainants aver that they were subjected to "intimidation and threatening" by Officer Wright, Beersel, and another person not a member of the Police force, and were not, as the law expressly directs, "taken before the nearest sitting Magistrate," although Judge Otterbourg, who issued the warrant, was holding court on each of the days they were detained at Jefferson Market.

My Herald Oct 9, 1887

RECEIVED—At Chicago, Ill., Thursday, October 6, MARTHA ELDER, wife of JAMES B. ELDER, deceased, at Trinity Church, Greenville, Sunday, October 6, half-past two P. M. Train leaves Chicago, N. Y. & N. H. R. R., for New York, N. Y., at 3 P. M. Arrives at New York, N. Y., at 6 P. M. Arrives at New York, N. Y., at 6 P. M. Arrives at New York, N. Y., at 6 P. M.

BREACH OF PROMISE.

A TOO FATHERLY LOTHARIO—THE SAD STORY OF THE RUIN OF A GIRL SIXTEEN YEARS OLD.

Judge Joseph F. Daly, in the Court of Common Pleas, Special Term, granted an order of arrest yesterday against Charles A. Bullard, in an action to recover \$20,000 damages for alleged breach of promise of marriage and seduction. The case is one of unusual interest, and it will attract attention on account of the peculiar circumstances attending it. The plaintiff in the suit is a young lady, not yet seventeen years of age, named Anna A. Pevin, who sued through a guardian, named Anna A. Pevin, who was appointed for the purpose of the action. Miss Pevin was born in Brussels, and was only sixteen years old last June. Her parents both died before she was two years of age, and she was then taken to Savoy, where she resided with a maiden aunt. This aunt subsequently married Mr. G. Constantine, and came to this city to reside, bringing her infant charge with her. Mr. Constantine is a manufacturer of artificial flowers in this city, and has amassed in the seven years he has resided here the snug little fortune of \$10,000 to \$15,000. Miss Pevin was reared as a daughter by the Constantines, who had no children of their own, but in June, 1875, her aunt went to Paris for her health, and Mr. Constantine subsequently followed her, leaving their ward in charge of Mr. Bullard, who promised to be a father to her.

BULLARD ACTED THE FATHER. Now Bullard acted the father. In spite of his name, he is a musical instrument maker in Fourth street, and although a fatherly-looking individual, being only thirty-five years old, to assume so delicate a task as the paternal guardianship of a young girl just blossoming into womanhood, he was deemed a proper person for such a capacity by the Constantines. The greatest confidence was reposed in him, and for a time he performed his delicate functions in a way that would have been satisfactory to all parties. When Mr. Constantine left for France Miss Pevin went to live in the same house with Bullard, who played the affectionate grandfather with an assiduity becoming a lover, taking her to balls, parties, concerts and other places of amusement. She naturally became very much attached to him, and when he began to whisper that she was "the only girl he ever loved," she was only too ready to believe him. She says that he promised to marry her "as soon as business got better," and so the happy hours began away, and trustfulness took its place in her heart by the side of love.

ANNA'S POORER. Miss Pevin was the possessor of a poodle dog, and who was accustomed to leave the keys of her room in Bullard's hands, that he might give her dog an "airing" when she was absent. In this way, it is alleged, he obtained keys to her rooms without her knowledge, and one night in March, 1876, he entered her room while she was asleep, and on awaking she discovered him at her bedside. The complaint alleges that she was going to scream, but remained upon her representative. Bullard again promised to marry her, and so regular until the return of Mr. Constantine in June last. Before returning Mr. Constantine directed his niece to go to a house belonging to him in King street, and when he got back he found Miss Pevin residing there, and then he also made suit to fatherly Mr. Bullard. In reply to questions respecting the girl Mr. Bullard began to depreciate her, saying she was lazy, proud, too fond of dress and all that sort of thing. Miss Pevin, on the other hand, when spoken to concerning Bullard, declared that she thought him "lovely," and said that it was wanted to marry her. These contradictory stories aroused Mr. Constantine's suspicions, and so he watched the pair and found them going out together. He then sent for her to that end at his house, but that all clandestine courtings must cease. Bullard thereupon discontinued his visits, and the deceived girl was left to her fate. This discovery was the end of the matter.

When Mrs. Constantine returned home in December, her eyes soon told her the story of the girl's misfortune. The truth, however, was not positively known until Saturday last, and then the action against Bullard was begun at once, and the action yesterday and held in \$20,000 bail. J. K. & H. J. J. appear for the plaintiff and Robert L. Waite for the defense. The allegations in the complaint

illustrate the blind confidence which parents and guardians repose in persons only too apt to betray the trust confided to them, and show the dangers of a social system which has broken down all the barriers which in other countries regulate the relations of the sexes. It is hoped in this present case that an honorable compromise will repair the wrong that has been done, and it is primarily for this purpose that the law is invoked.

The Nalle Rescue—Statement of Mr. Horatio F. Averill.

Mr. Horatio F. Averill, attorney of New York, formerly of this city, called at our office today in relation to an article that appeared in *The Press* recently, and makes the following statement in relation to his connection with the Nalle matter. He says that his connection with the affair was only that of an attorney, that he never spoke to Nalle or knew him even by sight until after his arrest. When he was arrested he then knew that he had seen him driving a coach. That he never saw or wrote to Nalle's master until after the arrest. Mr. Averill, as he states, was regularly retained as attorney, and was authorized to retain Wm. A. Beach as counsel, and did so. This puts altogether a different appearance upon this matter. Mr. Averill states that he published a card in one of the *Troy* papers at the time (he thinks the *Whig*) stating the facts as he states them here. We are very glad to set Mr. Averill right before the people, who have undoubtedly misunderstood his position, as we certainly have. He claims, what is undoubtedly true, that he had a right, and indeed was bound by his oath as attorney, to accept the retainer, and that what he did was strictly in conformity with law, while the acts of the rioting rescuers of Nalle were of course in violation of law.

THE THIRD AVENUE SAVINGS BANK.

Horatio F. Averill, the counsel for Leonard Ellis and Henry McCabe, has just begun a suit in the Third District Civil Court against Daniel Bates, formerly one of the Trustees of the Third Avenue Savings Bank, to test the latter's liability to depositors of the ill-fated institution. The present is a pioneer or test case, and if successful will doubtless be followed by other similar suits. The plaintiffs were partners doing business under the firm name of Ellis & McCabe, and allege that Bates was conversant with the affairs of the bank. They state that the latter, with intent to defraud and defraud them, falsely represented to them in January, 1875, that the bank was in good credit and solvent and had a large surplus. Relying on these representations they say they deposited various sums of money, amounting in all to \$150,000. Of this they withdrew \$700, leaving \$50 still on deposit at the time of the bank's failure. They charge that the bank was insolvent at the time when Bates made the representations, and that he knew of such insolvency. They claim therefore judgment for the \$50 and costs against Bates. The case will come up on the 11th inst.

Troy Times Aug 11, 1880

—A grand picnic is announced to be held at Averill's grove, Sandlake, on Wednesday, August 18, at 4 o'clock P. M. Unusual attractions are offered pleasure seekers in the shape of music, dancing and illuminated grounds in the evening. The management will not allow the use of intoxicating drinks at the picnic.

THE MYSTERIOUS CUBAN.

THE REWARD OFFERED FOR THE PRODUCTION OF SENOR HOLGADO, WHO DISAPPEARED IN MARCH LAST—THE CASE IN THE COURTS.

The mysterious disappearance in March last of Don José Holgado and his not less mysterious reappearance have just been brought again to public notice in a peculiar manner, in a suit begun in the United States District Court for this district. Holgado, it will be remembered, was supposed to be a very wealthy Cuban, and to have carried concealed on his person a small fortune. One day last Spring he suddenly disappeared, and a great hue and cry was raised to discover his whereabouts. It was supposed that he had been inveigled into some place and foully dealt with by persons aware of his vast wealth. Holgado's friends besetted themselves, and besetted the Spanish Consulate in this City, importuning for something to be done. At last an advertisement was inserted in the newspapers, in which a liberal reward was offered for the production of Holgado. James C. Betts, the proprietor of the *Eastern Star* in this city, saw the advertisement, and responded by calling on the Spanish Consulate at No. 23 Broadway. The Spanish Consul General was out of town at the time, but Mr. Betts met Daniel de Raferte, the Vice Consul. To the latter Betts told how Holgado had gone to the Eastern Hotel, where he was then. Raferte promised Betts \$2,000 in gold for his discovery, and drew up a written agreement to pay this amount. Betts received various small sums from time to time on account, amounting in all to \$1,217 currency, he drew \$100 currency still due. He was refused payment of this balance. He put the claim into the hands of Horatio F. Averill, his attorney. The latter wrote to Eloyppete de Uriarte, the Spanish Consul General, about the matter, but was informed that Betts' claim was not an obligation which the Government of Spain was obliged to pay, and that Raferte's promise bound himself personally only. Mr. Averill then found a proconsul for a capias in the United States District Court on Tuesday, and the capias was given to a Marshal to serve on Raferte. When the Marshal went to the Consulate he discovered that Raferte had been transferred to Baltimore. Mr. Uriarte refused to pay the claim, and insists that Betts received sufficient money. All that was offered for producing Holgado, the claim, was a "liberal reward," and Raferte did not authorize to fix the amount.

NEW YORK SUPREME COURT.

STEPHANIE DU VAL DE BEAULIEU against CARR VOGT, & CO.

LAWRENCE, J.—The allegations in the affidavits on which the order of arrest was obtained must, for the purposes of this motion, be taken to be true. (*City Bank v. Lumley*, 38 Howard, 397; *Union Bank v. Mott*, 9 Abbott, 106.) Assuming these allegations to be true, the order of arrest was properly granted.

I also think that the notice of motion served by Mr. Francis C. Bowen, as attorney for defendant, must be deemed equivalent to an entry of appearance. (*Kelsey v. Crut*, 15 Howard, 92; *Dent v. Annis*, 19 Howard, 420.)

The motion to discharge the order of arrest is therefore denied, with \$10 costs.

Conceded by Bro. attorneys for plaintiff; H. F. Averill, attorney for defendant.

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Troy June 13. 1886

Sandlake.—The Averill Park hotel has been opened for the season. Through the energy of Proprietor R. J. Davis, many improvements about the premises have been made which render the hotel an exceedingly enjoyable summer resort. A United States postoffice has been established in the immediate vicinity of the hotel to be known as "Averill," and Mr. Pettit has been appointed postmaster. Telephonic communication between the office at the Averill Park and A. M. Knowlton's office at Sandlake, N. Y., and through the latter to the Sandlake telephone company, through Mr. Davis will build an addition to his property, 16,500 feet of which is consigned to height, in the lower floor of which it is contemplated to arrange a theatre and comfortable seating 500 people.

N.Y. Herald Trib 24. 1927

N. Y. Herald Nov 9. 1877

AN IMPERILLED ESTATE.

AN IMPERILED ESTATE.

inf. Co's Telegram Mch 18. 1889

A Retired Merchant Dying.
SPECIAL DESPATCH TO THE EVENING TELEGRAM.

MAJOR-GEN. HANCOCK'S DIAMONDS.

An appeal has been taken to the General Term of the Supreme Court in the case of the Huncock diamond robbery, and the counsel for the plaintiff announces that he intends carrying the case to the Court of Appeals if necessary before accepting the award of the referee. The suit is brought by Major-Gen. Winfield S. Hancock to recover the value of certain diamonds stolen from him and members of his family while boarding in the St. Cloud Hotel, at Broadway and Forty-second street, in 1874.

In November, 1873, Gen. Hancock occupied rooms in the hotel then, as now, kept by the Rand brothers. One evening in the spring or early summer of 1874 a thief entered the General's rooms while the family were absent at the theatre, and stole therefrom the following jewelry belonging to the General, Mrs. Hancock, and their daughter, Ada E.: A diamond cross valued at \$680; diamond earrings, with opal centre suspended from a star with small diamonds, valued at \$775; a breast-pin and two diamond earrings; clusters—about seven stones in each cluster—suspended by gold leaves, and valued at \$850; two gold bracelets valued at \$275; and a gold chain for the neck valued at \$275. Also a gold watch with a full military and society badges, a watch with gold buckles and slides, and other ornaments, the whole being valued at more than \$3,000. Access

Three snails were brought to recover the value of the stolen property, one in the name of the General, another as administrator of his daughter, Ada E., and the third in the name of his wife, Mrs. E. J. Averill. The case attracted widespread interest, from the fact that it was the first in which the liability of the hotel proprietor in such matters, under the present law, came before the courts. The case was not rendered, if sustained, is of the highest importance, not only to landlords in general, but to wealthy persons who live in hotels, and always have more or less personal property about them.

The loss of the diamonds and their value was fully proved, as was also the fact that the proprietors had neglected the provision of the law requiring them to post up in their offices and in their rooms, a notice obliging guests to deposit their "money, valuables, &c." in the

Two points were urged by the defence, the first being that the notice had been posted in the General's room, and the second, that even if it had not, the fact that he had encased board at special rates extended him the privilege of a guest. To prove the former proposition, counsel for the Band Brothers called an aged chambermaid named Mulligan, who first testified that such notices had been posted up in "every room in the house." On the cross-examination, Gen. McMahon asked: "One word, Mrs. Mulligan,

The witness (frankly)—No, your Honor, I can't. [Laughter.]
Gen. McMahon—How do you know, then, what these notices were?
The witness (confusedly)—Sometimes I can read your Honor and sometimes I can't.

The preponderance of testimony on this point

was against the defendants, and the referee said so in his report.

On the point of liability under special contract, it was moved that Gen. Hancock had paid for rooms and board \$385 a month, with the privilege of paying \$25 per month for the rooms alone and being charged extra for such meals as might be ordered from the restaurant.

The counsel for the General urged that this was clearly a case in which the plaintiff, by boarding and lodging regularly at the hotel,

among others that of being compensated for property stolen through the negligence of the proprietors.

GRAND CENTRAL BILLIARDS.

1887. Alvin Henlin agreed to lease from Hollis L. Powers, the Billiard room of the Grand Central Hotel for three years, at the rent of \$5,000, \$5,000 and \$2,000 respectively, Henlin to take out fifteen old tables and six new ones of Pheasant's make in their place, and give the tables to go to Powers at the expiration of the lease. Henlin was in three months without the lease being received, and at the fourth month was dispossessed for non-payment of rent. On May 1st Henlin was again entering the rent to the clerk of the Court, but on the 10th of the same month the premises were rented to other parties. Henlin then brought suit against Powers to recover what he expended in fitting up the place, and to place the difference in value between the old tables and the new ones. The trial of the case was concluded yesterday before Judge Cullen, with a jury composed of Messrs. H. F. Averill and W. T. B. Millican for the plaintiff, and Messrs. C. F. Gleason and Cator for the defendant. For plaintiff it was claimed that the delay in executing the lease was due to the defendant's failure to furnish the condition that rent, gas and scrubbing were included in the rent, while it was claimed for defendant that the delay was due entirely to the lease, which plaintiff had failed to execute. The jury returned a verdict in favor of plaintiff.

STATEN ISLAND'S HOTEL WAR.

**A Decision by a Justice that Looks Favorable
to Plucky Mrs. Decamps.**

A new phase of the Staten Island Hotel war was developed yesterday before Judge Westervelt and a Sheriff's jury. A certain Mrs. Decamps, it will be remembered, kept possession of the St. Mark's Hotel at New Brighton for several weeks against all adversaries until she was finally dispossessed by the Sheriff on the 7th of last month by order of the Supreme Court. Mrs. Decamps, it was learned, had been in the building since January. The latter part of the month of January, 1907, when raid No. 2 was made, and claimed No. 3, was made, the door had given possession of the building. The door had been broken down by the Sheriff's force, and a constable, with a posse behind him, made another assault, drove out all hands, and turned over the premises to Mr. Tolman, the supposed owner.

The action brought yesterday was to ascertain whether Mr. Tolman was the actual owner. After the evidence was all in his Honor, without recourse to the jury, decided the case in favor of Mr. Tolman. The plucky widow, Mrs. Decamps, is a tenant of Mr. Tolman's.

1777 Feb 1881

—It will please the many friends of Charles H. Jones, who for 17 years was proprietor of the Troy house in this city, to learn that he has taken charge of the Averill Park hotel at Sand Lake and will henceforth be its proprietor. Mr. Jones knows what a good hotel should be. His friends will flock to Averill Park to congratulate upon his return to the hotel business under

PONY TEAM, PHAETON WITH CANOPY TOP
Double and Single harness. Pole and Shafts; boys' and girls' saddle for sale, suitable for a lady or her children in drive. Ponies only 42 inches high; handsome, fit to be found. Address **PONIES**, Post office box 3,180 New York

THE COURTS.

The Mystery of a Rich Cuban and His Gold.

LOST, FOUND AND UNREWARDED.

In the early days of March, 1876, considerable excitement was created in this city by the announcement in the press that a report had reached Police Headquarters of the strange and inexplicable capture and abduction, from the vicinity of Fourth street and Lafayette place, of a rich Cuban gentleman, with a large amount of gold on his person. The rumor then was that this rich Cuban, while in company with a friend, had been accosted at the place already named, while on his way to his hotel, by a man representing himself to be an officer of police, was arrested by him and removed in a carriage, while his friend hastened to his hotel to tell the strange tale. For several days thereafter nothing was heard of the missing man, and the news of his disappearance and whereabouts seemed to remain a profound mystery. In the meantime, on the 11th of March, 1876, an advertisement appeared in the public journals asking information of the missing man, whose picture accompanied the advertisement in the illustrated papers. He was described as sixty-four years of age, but looking younger; five feet eight inches high, wearing box-toed boots, and having on his person a stem-winder watch, a gold-rimmed eyeglass, a number of Spanish doubloons and a large number of Havana lottery tickets of red color. A liberal reward was offered for information of his whereabouts by addressing David's Detective Agency, or the office of the Consul General of Spain. The name of this much lost, much sought individual was José Hologado y Cerezo, and the supposition at one time seemed to be that some desperate characters, personating police officials, had kidnapped, robbed and murdered him. On the 11th of March Mr. James C. Baine, the landlord of the Eastern Hotel, on Whitehall street, having noticed the offer of the reward and the description of the missing man, had his attention attracted to one of his guests, whose appearance corresponded with the description. He gave notice of his suspicions to the office of the Consul General, and subsequent investigation confirmed them. For this information he was promised, he says, \$2,000 in gold, but all he has been able to get hitherto is \$400, leaving, as he claims, a balance still due him of \$1,600. For this sum he has commenced a suit in the United States District Court through his counsel, Mr. H. A. Averill, against Rosette as Vice Consul General of Spain. The respondent has put in an answer by Messrs. Webster & Craig, his counsel, in which he denies all the allegations of the complaint, except the allegation that he is the Spanish Consul General in this city. Yesterday interrogatories and cross interrogatories were prepared by counsel on the respective sides of the case to be forwarded to Havana for the examination of Daniel de Kaser, formerly the Spanish Vice Consul in this city. This was the general claimant, who, it is claimed, gave the written promise on the part of the Spanish government to pay the reward of \$2,000 gold. It is asserted on the part of the plaintiff that his counsel before commencing this suit made a demand for payment on the Vice Consul, who told the country before hawking, and that has continued to be his only response hitherto. The counsel then wrote to the defendant, who answered that he could not recognize the claim as an official one on behalf of the government, but a personal one against the Vice Consul. He also added that, in his judgment, the terms of the offer of a liberal reward, offered by the authority, had been complied with by the payment of the \$400 already made. Application was then made to the Spanish minister at Washington, the substance of whose response was that the \$2,000 reward was considered a personal claim against the Vice Consul, and the offer

of a "liberal reward" a personal claim against the Consul General. In other words, that the Vice Consul was without authority to fix the amount of reward. It is expected the trial will be reached in November next, and will develop, and probably decide, new questions as to the extent to which a foreign government official can bind his principal. It is hardly necessary to add, what has been already published in the Herald, that the cause of this litigation was not ruthlessly kidnapped; but, on the contrary, had taken that mysterious way of throwing mystery around both himself and the "lottery tickets of a red color," which he carried on his person.

THE CENTRAL PARK BANK TROUBLES.

Mr. Horatio F. Averill, counsel for a number of the depositors in the Central Park Savings Bank, says that he has learned, as a result of the search made into the affairs of the bank, that the land at one time owned by the bank, on a part of which the bank building now stands, was deeded to the bank in May, 1873, by Messrs. Redman, Cary, and Grady, who were respectively President, Vice President, and Trustee of the bank. Two years afterward, in Mar. 1875, Mr. Redman, still being President, the bank contracted with Mr. Gearty to erect a building on a portion of the land for \$25,000, deeding him in part payment two lots of the ground, which they did not need for the building, and in which they had an equity of \$10,000. Immediately after this contract was made, Mr. Gearty was made President of the bank, thereby obtaining control of both ends of the contract. It is learned that Mr. David Gregory did the carpentering, plumbing, and tin-work on the building for \$10,300, a part of which sum consisted of an individual note of Mr. Redman, endorsed by Mr. Gregory, payment of which could not be enforced in any other way. On this basis experts say the mason-work ought not to be more than \$10,000 more, leaving a profit to Mr. Gearty of \$10,000, besides the profit he may be presumed to have made on the ground. A meeting of the Committee of the Depositors will be held to-morrow (Wednesday) evening, and it is probable that legal proceedings will be instituted against the President and some of the Trustees of the broken bank.

MR. H. A. TILDEN'S PROMISSORY NOTE.

Henry A. Tilden, brother of Samuel J. Tilden and a member of the firm of Tilden & Co., owners of large chemical works at Lebanon, Columbia County, N. Y., was a few days ago in the Supreme Court, before Judge Donohue. Suit had been instituted by John Foley, the "Mayor-maker," against Henry Tilden, Alfred J. Swan (his son-in-law) and Horatio F. Averill to recover \$400, the amount of a promissory note made by Henry A. Tilden, October 20, 1871, indorsed by Mr. Averill and made payable three months from date at the firm's office in this city, No. 176 William street. Mr. Swan was incriminated in the defense as a member of the firm. John H. Strahan appeared for the plaintiff and Messrs. McClellan & Brown for the defendants. The defense set up was that the note had not been made by any recognized member of the firm, and that beyond this the discount had been a fraudulent one. Judgment for \$423 was rendered against Messrs. Tilden and Averill, with costs, and the complaint as to Mr. Swan was dismissed. Mr. Foley said that an attachment had been issued against the firm of Tilden and Co., in William street, to satisfy the judgment, but the sheriff had not as yet made any return.

Mr. C. H. Jones who for seventeen years was the popular proprietor of the Troy house has taken the Averill Park hotel at Sandlake. Mr. Jones made many friends while he was proprietor of the Troy house, and his administration of affairs at Sandlake promises to be highly successful. If any man knows how to keep a hotel Mr. Jones is that man.

A BANKER'S BANKRUPTCY.

For some years prior to 1873 Erasmus F. Mead had been carrying on the business of a banker and broker at the corner of Third avenue and Twenty-fourth street. On the 26th of May, 1873, he stopped payment, with debts existing against him exceeding \$300,000. Proceedings were entered against him in bankruptcy, and Samuel H. Vandewater appointed receiver of his estate thereon. Much testimony was taken in the bankruptcy proceedings before Mr. Henry Wilder Allen, Register in Bankruptcy, in relation to the insolvent's disposition of property before his failure. Upon the testimony thus taken a suit has now been commenced by the trustee, Mr. Vandewater, through his attorney, Mr. Horatio F. Averill, in the United States District Court in this district, to set aside certain conveyances and mortgages whereby over \$60,000 worth of real estate is claimed to have been fraudulently conveyed away by Mead just prior to his bankruptcy. This property is situated in Westchester county, the complaint or petition alleges, but the property in question was conveyed by Erasmus F. Mead, the insolvent, to his brother George W. Mead by deed, the consideration for which purported to be \$10,000, given in three notes, and which deed was recorded on the 26th of March, 1873; that on or about the 24th day of December, 1873, George W. Mead executed a pretended mortgage on the same premises to Edward J. Brady to secure payment of the sum of \$1,000, payable in December, 1879; that about the 4th of February, 1874, George W. Mead executed a pretended deed of his interest in the same property, for a consideration of \$1, to Gamuel C. Benedict and Martin R. Mead. All these conveyances, the complaint charges, were made without any consideration therefor, and in pursuance of a conspiracy between all the parties thereto with intent to cheat, hinder, delay and defraud the creditors of Erasmus F. Mead, and with full knowledge by all the parties thereto that the said conveyance from the said Erasmus F. Mead to the said George W. Mead was made at a time when he, the said Erasmus F. Mead, was insolvent, was made in contemplation of such insolvency, and with a view to prevent the property from coming to any assignment in bankruptcy, to prevent the same from being distributed under the act of bankruptcy then in force, and to defeat its object, operation and effect. Upon these grounds plaintiff asks that the conveyance in question be set aside and that until the termination of the suit all the parties charged with participation in the alleged conspiracy be restrained by injunction from disposing of the interest acquired thereby by them respectively. The real party in whose interest these proceedings have been taken by the trustee appears to be Mr. Leonard Kim, a depositor with Erasmus F. Mead, \$115 having been the only one who filed a claim in opposition to the discharge of the bankrupt, though the proceedings, if successful, will inure to the benefit of all the creditors. Thus far all the parties in the proceedings have been able to realize is but about \$1,500 worth of Mead's property. Another suit of a similar character has also been commenced by the trustee to impeach the title of Martin R. Mead, brother of Erasmus, of a pair of horses and carriage transferred by the bankrupt after proceedings were commenced against him. Still another suit has been commenced to recover from Robert J. Wright, brother-in-law of the bankrupt, that the property in Brooklyn, situated on Greene avenue, and alleged to have been also fraudulently acquired by him through the bankrupt as a fore-closure sale. A fourth suit has been commenced against H. A. Beck & Co., one of the partners of which firm is brother-in-law of the bankrupt, to recover \$15,000, alleged to have been deposited by them with him in May, 1872, and drawn out just prior to his failure and after knowledge by them of the bankrupt's insolvency, thus acquiring a fraudulent preference. This suit is to set aside the conveyance of the Westchester property the complaint sets forth as a suspicious fact that although the deed to his brother from the bankrupt was dated nearly three months previously it was not acknowledged until the day of his failure and was recorded the second day thereafter. The complaints in all the cases are very voluminous, and in large part are the substance of facts and the testimony on which they are based, as already taken by Mr. Averill, covers more than 500 folios, all of which would be plaintiff's claims in his paper books to show that Erasmus F. Mead was more generous to his relatives than just to his creditors. The case cannot fail to become one of the *corpus delicti* under the Bankruptcy law.

THE SUSPENDED BANKS.

STATEMENT OF LIABILITIES AND ASSETS OF THE CENTRAL PARK—MEETING OF THE POSITORS OF THE UP-TOWN GUARANTEE.

The Executive Committee of the Depositors of the Central Park Savings Bank, consisting of George J. Wood, Francis Denning, Timothy Donovan, John H. Brown, and Horatio F. Averill, held a meeting last night to receive the reports of individual members of the committee, and to consider what was best to be done. The most important report was from Mr. Horatio F. Averill, counsel for a number of the depositors. His report shows that the bank has not a penny of cash, and the only thing in the shape of assets is the banking-house, with its fixtures. There is no money to pay an account with, and the books have not been examined. Mr. French, the Receiver, will soon apply to the court for an order authorizing the bank trustees to transfer the deeds of the banking-house to him, so that he may sell the building and wind up affairs. Mr. French has sent to Mr. Averill a statement of the assets and liabilities of the bank as they appear on the books. It is as follows:

Number of depositors, 901.	
LIABILITIES.	ASSETS.
Due to depositors	\$40,983 23
Due to bank	27,000 00
Gearty note	11,000 00
Other liabilities	500 00—\$77,983 23
Banking-house and lot	\$34,577 60
Picture and sale	500 00
Gold in Manufacture and	500 00
Building fund	95 00
Capital, donated	3,178 00—\$36,650 00
Current	10,788 00

Deficiency as per books, \$41,788 00. It is probable that when the market values the deficiency, valued at least \$47,000. The report of the Executive Committee is very irregular proceedings on the part of officers. A meeting of depositors of the Guaranty Up-town Bank was held last night at Terace Garden, Fifty-ninth street, near Third avenue, to discuss the report of a committee appointed to devise measures for continuing the bank. The committee recommended the signing of an agreement by the value of their deposits for the present twenty per cent, and that they would consent to reduce the dividend of twenty-five per cent for one year. The recommendation of the committee was adopted by a small vote. Receiver Uhl said the opinion that it will be impossible for the bank to continue business. The next meeting of the depositors will be held at Terace Garden on Thursday night. The dividend of twenty-five per cent is being paid monthly. Last night a little more than eighty thousand dollars had been delivered.

Sandlake.—Darius Clark and wife to the autumn will open a large female seminary here. They will be assisted by Miss Howard and a lady about fifteen from New York.—All the hotels are full. Summer boarders are being taken at almost every farm house, rates for board being made as low as \$4 per week.—The churches will all be kept open through the summer.—The mite society of the Presbyterian church will meet this evening at the house of Mr. Wheeler. Miss Robinson, a fine vocalist from New York, has volunteered to show school.—Three immersions occurred at the Baptist church Sunday evening. The other churches closed to permit members to attend.—W. W. Brown, a civil engineer from New York, is laying out the grounds about the Averill park house, and will plant a new trout pond.

Nov 4, 1876

A Sad Story of Domestic
Infelicities.

A Wife's Complaint Against
Her Husband.

PLUNDERING INNOCENT STOCKHOLDERS.

In the sunny month of August, 1899, at No. 116 Second avenue, in this city, Rev. Dr. King joined a loving couple in matrimony. Immediately thereupon became recognized as a happy B. Thilbrook and Rebecca E. King. Now, after six years or more, together, and the birth of three children, Rebecca appeals to the law to erect a barrier between them. For this purpose she has commenced a suit for separation in the Supreme Court, through her counsel, Mr. Horace F. Averill, and in her complaint goes to the world the reasons for her act. The complaint is exceedingly voluminous, covering nearly forty pages of legal copy, and contains a most lively picture of the life of the couple at the moment of their marriage and of the friendly congratulations down to the time in which she gave utterance to that story phrase, "Honeydew our ways are apart." When they were married, the says, her husband was a lawyer in Washington and represented himself as doing a good business and owning property; her family's circumstances were moderate, yet they looked her out at a cost of between \$1,000 and \$2,000, besides paying the expenses of a wedding reception. At the time she had arrived at the age of sixteen, but a few weeks before her marriage, her father, a well-to-do building outfit, and that love which is supposed to have attracted them to each other, proved sufficient to smooth their future road, which seems to have been undisturbed all the way through, for she charges her husband with cruel and inhuman treatment toward her ever since their marriage. A bare outline of these crimes, of which she presents an almost continuous chain, which was given. The first cruel and inhuman act concerned her father's death in the Central City. There, while on their way to the United States Mint, and her husband seemed to have purchased and gave her a silver coin of each denomination, which she carefully preserved until he subsequently borrowed these mementos of the occasion and the place one by one and spent them all. Within a few days after their marriage she became sensible of a coldness on the part of her husband, which soon manifested itself in neglect and in the withdrawal of confidence and sympathy. Only three weeks after their marriage, while inhaling together the balmy southern air of a Florida winter, she was seized with a sudden, impulsive feeling of affection, which seemed quite natural, and which she says she was so rudely and brutally repulsed by that she was profoundly shocked and constantly became a woman again, and she says that she has never since been able to get so close to him as to be near her and that his presence exhausted him and took his strength away. In a very few weeks she discovered that her husband was a gambler and had been a gambler that he already expended a large sum of money in paying taxes and necessary incidental expenses, and that he had been resolved to do her up.

[illegible][illegible]

of violence, the use of foul language and temporary separation. Reconciliation followed this separation, and they went to live in Brooklyn. On the morning they were to move to Brooklyn, she asked her father for a large sum of money to buy a trunk for a garment for the baby, but he gruffly replied that he had no money, and started off. She told her father that she had no money for the trunk, and also for the first night's expenses. He then told her to go and ask her mother and she would stay with them if they would let her, and then they would. She then sent out a servant to get a trunk, and she went to her father to live with him, in reply to which he came, and, promising to do better and to settle some property on her, urged her to try for it for at least thirty days, and she consented to do so. He then gave her a check for \$100 and gave her a deed of one house in Lafayette avenue, Brooklyn (the saying he owned three there), provided that she would use the money to defray the expenses. She gave him her jewelry and a watch for the same purpose, but she never got the deed of the house. Scarcely two weeks after being located in Brooklyn she was told by her father that he had changed his style of "ill treatment and abuse." He would send Isabel to the grocery to get things on credit, and he would suggest that it would be better for him to go and get a new credit, and he would send a half-witted fool, who did not know what she was saying, for five months, she continues they lived most miserably. He would send her the shipwreck of a husband, she hardly ever received a check, and he was tyrannical. About the middle of March, 1875, she was informed that she was to prepare to move within two days. In consequence of this she was obliged to give up her interest on the mortgage, and again she and the children had to quarter themselves on her father. Now she was told that she was to go to her father's house, she, feeling to lose the children and by promising to treat her better. He also about this time told her that she was to go to her father's house in Brooklyn, and also of some unimprovement in the value of which she has not been able to learn anything. She offered mortgage on the Lexington avenue property she, at that time, owned, for \$100,000, and mortgages to the extent of \$1,500, of which sum she received but \$250 for her personal use. She concludes her long and painful story by saying that she was deceived by charging that during the six years of their married life she received from him for "pin money" not exceeding \$200, while from her relatives she has received over \$100,000. She also says that she has been deceived by her children and children have been given by her relatives or made out of her marriage outfit; that through her children she has been deceived by her friends and by her friends; that the defendant has always dressed well himself, and, while wearing light-colored trousers, has been seen in the streets of New York in dark trousers, while at the same time boasting that he was worth about \$75,000—that being his usual figure, and he certainly had hands and bones of some size, and that he was a very strong man, and that in executing the deeds and mortgages; that provisions for the house were by him ordered through the servant, and that she was deceived by her friends, and that she further alleges that she is thoroughly competent to make money, to be able to earn enough to support herself and them, and asks the Court to grant her a decree of separation, and that she has been deceived by her children, much more of the same sort (including the repeated use of abusive language toward her, and that she was aware of the policy of her husband).

Such a substance was stated almost throughout in her own words are the wrongs of Rebecca as detailed by her in her sworn complaint. The husband is yet to be

DEFRAUDED STOCKHOLDERS.

The Supreme Court, General Term, in this district, has just rendered a decision of the utmost importance as bearing on the rights of stockholders of corporations to demand the protection, or rather the enforcement, of the protection, of their interests in the companies in which they may own stock. In 1879 a company named the "H. A. Gouge & Co." was organized in this State, under the provisions of a general act of the Legislature passed in 1848, authorizing the formation of corporations for "manufacturing, mining, mechanical or chemical purposes." The company was ostensibly organized for the purpose of "inventing and utilizing the patents and inventions then owned by Henry A. Gouge, with any improvements which might be made thereto, and the manufacture of all articles pertaining to their use, or to the occupation of ventilating, heating or cooling of space, and also the selling and disposing of the same." Of the stock of this company (fixed at \$200,000) Francis

This is NOT the sole instance. It need hardly be said, in which a confiding stockholder has been "gouged" out of his investment.

Ch. Jones Aug 31. 1883

THE SUIT TO DETERMINE THE RIGHT OF PROPRIETORSHIP.

QUESTIONING THE LEGALITY OF MR. EMMO
CLAIM TO A SEAT.

Erastus F. Mead formerly owned the seat now occupied by Mr. Emmons, but becoming insolvent in 1873 Mr. Mead assigned all his property to a trust. In 1879 Mr. Mead sold all his right title and in-

On the argument Messrs. Horatio F. Averill, George F. Betts and F. P. Marbury appeared for the plaintiff; Mr. Lester W. Clarke for Mr. Edmunds.

Mr. Beall, for the plaintiff, claimed that all the rights Emmons had were derived from Mead, who had nothing in his possession to sell, and for that reason had no power to dispose of the seat. The

Judge Ingraham reserved his decision.

A SUIT TO DETERMINE THE QUEST

A lawsuit bearing on the proprietorship of a seat in the Stock Exchange has been begun by Henry McCabe, through his counsel, Horatio

Erastus F. Mead was formerly a banker. He did business at Third-avenue and Twenty-fifth-street and was also a member of the house of Mead.

A COMPANY WITH LARGE CAPITAL.
A company with a capital of \$10,000,000,
with 1,000,000 shares of \$100 each. Gladly

[illegible]

TAMMANY.
1875.

For Delegates to General Committee, 21st Assembly District.
 B—John W. Smith. B—Wm. H. McCarthy.

Hugh H. Moore,
Thomas J. Crombie,
Jacob M. Long,
Thomas H. Ferris,
Wm. A. Boyd,
James Henry,
John O'Connor,
Stephen P. Ryan,
Peter McGinnis,
Wm. H. Kipp,
Peter Krumich,
Edward C. Sheehy,
Charles Jones,
Michael Graham,

John W. Smith,
James H. Sullivan,
Henry P. McGowan,
A. B. Caldwell,
Edward P. Steers,
Phillip Duffy,
John Bourke,
Edward Malloy,
William Hayes,
John Halpin,
Thomas Vaughan,
Patrick McManus,
John Halloran,
Thomas McCabe,

Wm. H. McCarthy,
Chas. Tucker,
John J. Glasson, Jr.,
Herman Winkleman,
C. H. Chandler,
John Maguire,
P. E. Reid,
Thomas McSpedon,
James P. Melvor,
Mathew More,
M. F. Fitzgibbons,
F. V. B. Kennedy,
Patrick McGuire,
L. A. Curry,

For Delegates 21st Assembly District Committee.

Joseph P. Fallon,
Horatio F. Averill,
Wm. Morris,
John W. Adams,
N. G. Genanty,
Pat. Walsh,
Moses Cook,
Henry Cook,
Isaac J. Oliver,
Jeremiah Crowley,
John J. O'Connell,
Joseph McSped,
James Hughes,
James M. McKee,
James M. McKee,
Helen,
Joseph Vogs,
Peter Marston,
John J. O'Connell,
Aug. Langham,
Charles Halin,
John Cressner,
Pat. F. O'Connell,
Michael Cooley,
Michael O'Connor,
John Conway,
James O'Connell,
Thomas Hogan,
James Martin,
George W. O'Connell,
Charles H. O'Connell,
Florence Driscoll,
Sylvester Ryan,
James O'Connell,
Thomas Kelly,
John McGrath,
John Morris,
John Colmer,
John J. O'Connell,
Patrick Boyd,
Michael Mahoney,
Andrew Kelly,
John O'Connell,
Frank E. Towle,
James Quigley,
James Martin,
Wm. O'Connell,
Pat. Ward,
Michael McCallister,
Charles Brock,
Michael O'Connell,
Michael Sheehan,
Anna H. Ward,
Michael Ward,
Edward McCallister,
James Callahan,
John O'Connell,
Elizabeth McCarthy,
Laurie Martin,
Augustus M. Field,
Ryan Ryan,
Patricia O'Connell,
James O'Connell,
Julius Brennan,

Redmond J. Barry,
 Horace Baxter,
 Wm. H. McCabe,
 James Maxwell,
 John Barry,
 Edwin McCardus,
 Michael Redmond,
 Charles E. Higgins,
 Theo. Reardon,
 James J. Barry,
 Geo. N. Vandewer,
 Edmund J. Curry,
 Francis J. Thomey,
 James J. Sullivan,
 James J. Jones,
 Michael J. Brish,
 Wm. Barry,
 John H. Baxter,
 James Deary,
 Thomas Barry,
 Theo. J. Bennett,
 Vincent Clark,
 Alonzo L. Mason,
 James J. Barry,
 Michael Baker,
 Henry B. Gester,
 James J. Barry,
 H. E. Brodick,
 Edward J. Shelly,
 Matthew Shanahan,
 Thomas Sullivan,
 James Higgins,
 Wm. H. Boyle,
 Richard Ross,
 Dennis Barry,
 Bernard McCabe,
 Thos. Donohue,
 Pat. F. McNamara,
 John Higgins,
 Patrick Barry,
 Charles Hays,
 Wm. Hayes,
 Daniel Hall,
 Richard Hays,
 Wm. Barry,
 James Barry,
 Daniel Quillo,
 Theo. Quillo,
 James J. Sullivan,
 Thos. Smith,
 John Long,
 Edward Nugent,
 Wm. J. Nugent,
 Wm. Murray,
 Martin Bergan,
 Geo. Clere,
 Michael Barry,
 James Barry,
 James Barry,
 Edward Brown,
 Francis Kelly,
 James Stafford,
 Philip Barry,
 John Stafford

[illegible]

Garrett J. Byrne,
 Charles Hixson,
 John S. Hixson,
 August Weid,
 H. A. Maitland,
 Thos. H. Landon,
 Henry C. Landon,
 Charles Welde,
 Charles H. Penton,
 Henry C. Penton,
 Archibald A. Skiffman,
 Frances McCondaides,
 Peter Keyser,
 Philip McCondaides,
 Wm. L. Tibault,
 Wm. H. Lacombe,
 William Lacombe,
 Thomas O'Connell,
 James Hocks,
 William Hocks,
 Thomas Owens,
 Charles Grabbitz,
 Daniel C. Dewey,
 William C. Dewey,
 Maurice R. Furman,
 James Carroll,
 Owen Carroll,
 Owen McKenna,
 Isaac Pier,
 James Farrelly,
 George Farrelly,
 Jonathan Hanson,
 John Hughes,
 Patrick Moriarty,
 Joseph Moriarty,
 Ernest Barnett,
 George W. Russell,
 George W. Russell,
 Daniel Deum,
 James Norris,
 Eugene Sullivan,
 Richard Sullivan,
 Patrick Walsh,
 William H. Johnston,
 Eljah W. Gardner,
 Eljah W. Gardner,
 Thomas E. Flanagan,
 Thomas E. Flanagan,
 James Kain,
 John Kain,
 Daniel J. Patrick,
 William Brennan,
 Austin C. Chandler,
 Thomas C. Holland,
 Eugene Murphy,
 Michael Collins,
 William Irving,
 Michael Cliford,
 Thomas Mada, Jr.,
 John Mada,
 James J. O'Connell,
 Charles J. O'Connell,
 Peter Peterson,
 James McCarthy,
 George J. McCarthy,
 John Manning.

Ruggen McMahon,
Thomas Fitzgerald
Mick McGrath,
Michael Regan,
Lorenz Weiler,
Christopher Lawlor,
Wm. Nutley,
James O'Connell,
James Finlay,
Daniel A. Sheehan,
Maurice Doyle,
Henry Hannon,
Thomas Sullivan,
Cornelius Q'Connor,
James J. O'Connell,
Wm. Carroll,
Daniel Barry,
Francis Gallagher,
Fred. Landman, Jr.,
James J. O'Connell,
James Cassidy,
Maurice Dunn,
John J. O'Connell,
Dennis McManis,
Wm. O'Brien,
Patrick Sheridan,
Frederick O'Connell,
Michael O'Leary,
John Farrell,
John J. Gayles, Jr.,
Francis J. O'Connell,
Edward C. Gayles,
Matthew Daly,
Thomas Carroll,
James J. O'Connell,
Owen Rooney,
Winifred L. Greary,
Jeremiah Lynch,
John J. O'Connell,
George Brandon,
Patrick McGuire,
John J. O'Connell,
Wm. Doyle,
Thomas Kieran,
John W. Atkinson,
Edward J. O'Connell,
Thomas Goodwin,
John Lawler,

John Healy,
James Hayes,
Edward Kerr,
Charles Kierulff,
Steph. Connor,
John Carol,
John P. Keegan,
Michael Murphy,
Patrick Quinn,
David McInnes,
John Cameron,
J. Callahan,
Thos. Creamer,
John Madden,
Michael Mahoney,
Francis Kiernan,
John Lynch,
F. O'Brien,
John Hayes,
Michael Hayes,
John Keganan,
John Cunningham,
Leo O'Connell,
Joseph Birole,
Allen Altan,
Thos. Burke,
Ernest Baetz,
James Farrell,
Patrick Callahan,
John O'Connell,
Herbert Smith,
Richard De Courcy,
Daniel Shefflin,
Michael O'Connell,
John Lyagist,
Sam'l E. Warren,
Thos. J. O'Connell,
James Dunn,
Matthias Flanagan,
John Lyan,
John Murphy,
George A. Moore,
John O'Keefe,
Michael O'Connell,
Bernard H. Linn,
Owen Laughlin,
James Birechan,
James O'Connell,
John Doran, Jr.,

John D. Allen
Mentelien Lowenstein,
Henry Sheldon
John S. Smith,
Michael P. McCarthy,
Richard Holland,
Frank C. Beyer,
John Griffin,
John S. Brown,
John Rogers,
Tom Halpin,
Michael McKenna,
Benjamin Stettin,
Christopher Daly,
William Carson,
John Wood,
William O'Connell,
John Gahan,
Frank M. Jones,
Andrew Mount,
John Fahy,
James J. O'Connell,
John A. McDoner,
James Curtin,
James J. Dineen,
Patrick Kennedy,
Christopher Barrett,
John J. O'Connell,
John C. Brown,
Glenys M. Mount,
James J. O'Connell,
Owra Kane,
Peter Agnew,
James J. O'Connell,
Thomas Halpin, Jr.,
Thomas Farrell,
John J. O'Connell,
Robert B. Stuart,
John J. Lavagnolo,
James J. O'Connell,
Christian Englehardt,
John A. McFarley,
James J. O'Connell,
Charles A. Crawford,
Thomas Smith,
James J. O'Connell,
Matthew L. Spence

William J. Browne,
Thomas J. Buchanan,
Patrick B'rely,
Nicholas Hans,
John J. Harty,
Patrick Murphy,
William D. Frazer,
John J. Ford,
August W. Gied,
John J. Leaton,
Leah M. Leaton,
John M. Leaton,
Michael Bistrail,
Michael Daly,
Henry J. Deane,
Henry C. Hart,
Lennie Powers,
John Coyne,
John B. Monahan,
Patrick B'rely,
John Kelly,
James McNamee,
John Dillon,
Joseph B'rely,
John Mulrany,
Washington Jackson,
Thomas Leida,
John F. Hughes,
James J. McGuire,
John J. McGuire,
Oscar T. Dunlap,
Edward Kelly,
John J. Kelly,
Ernest Hoffmann,
Henry Clay Magee,
William Carr,
Philip J. McGuire,
Thomas Lennon,
Joseph McGuire,
John J. McGuire,
James R. Carver,
Bryce Rogers,
John J. McGuire,
Charles W. Shotton,
Ernest A. Levy,
John J. McGuire,
John Farley,

LIFE IN THE METROPOLIS.

DASHES HERE AND THERE BY THE
SUN'S REPORTERS.

**Judge Sutherland Reminded of a Case that
was before Him Many Years Ago—Un-
expected Fun in the General Sessions.**

James Smith was arraigned in the General Sessions yesterday, to plead to an indictment charging him with having in his possession \$40,000 worth of \$100 notes of the Consolidated Bank of Canada, believed to have been forged.

"Your Honor," Smith said, "I have had a great deal of trouble with lawyers here. I have written to a lawyer in Canada, and I have a letter here from him, saying that he will be here on Monday. I would like to have my case put off until then."

"Smith," Judge Sutherland said, "I don't see why you want to get a lawyer from Canada. There are plenty of lawyers around here who will take your money as fast as you can shell it out, provided (here the Judge leaned over the corner of the bench and spoke in a stage whisper) it is not in notes of the Consolidated Bank of Canada. Well, well, your case can go over to Monday."

As Smith walked back to the prisoners' pen, Judge Sutherland, who relishes a joke keenly, leaned forward again and said: "This case reminds me of one that I had before me many years ago. A forger who had been acquitted frequently before through the skill of his lawyer was convicted upon overwhelming evidence and sentenced to State prison. After he was sentenced, it occurred to his lawyer, who had received many thousands of dollars in bonds from time to time for his services, to look over his store. To his intense disgust, he found that they were worthless."

Sandlake.

NEW SUMMER HOTEL.

Arrangements have just been completed by which Adam Blake, proprietor of the Kenmore house in Albany, becomes also proprietor of the Averill park house at this place. Very extensive alterations of the building formerly known as the collegiate institute, kept by the late Prof. Scram, have been in progress the past few weeks with a view of converting it into a summer hotel, and are expected to be completed about the first of July.

so that the house can be opened about two or three of June. The house is situated in a grove of trees, a few feet of the lake, which is a very beautiful one, and the water measuring something like a mile from angle to angle, and the grounds connected with the hotel will contain about 40 acres having nearly a quarter of a mile of water front. If F. Averill, the owner of the Averill park, has expended considerable money in beautifying the grounds, the result of the improvements in beautifying the resort are constantly going on, and all the more so because the water here is pure and will be thrown open for the free use of the people upon the hotel. There will be no charge for bathing, though the paraphernalia like for swimming, rowing, fishing, etc., will be charged. The disciples of Mr. Walton, and much pleasure is anticipated in the new school of water sports, which is expected to be brought here for use during the season.

It is to be Mr. Blake's intention to add many features in the line of entertainments with water, and he expects to make the place quite so famous as the Hudson. The hotel is 700 feet above the water

—A. E. Wooster has sold his farm in Sand-lake to H. F. Averill for \$7,500.

The Utilitarian.

THURSDAY, JAN. 6, 1876.

H. T. BECKER - Editor.

Boston, Hoosac Tunnel, Albany & Western Railway.

The most interesting and important Railroad project which has been started within the last decade is that bearing the above title. Its object is no less than to reach from the Capital of this State the coal, oil, and lumber regions of Pennsylvania, by a route more direct and feasible than any now existing; and, hence, supply a large section of this State, New England and Canada, with coal and oil, much cheaper than it is now furnished by overshadowing monopolies which control the present market. Such a route can only be found by crossing the territory of Delaware county, which lies directly between the points indicated. The prime requisites for such a line are directness, cheapness and feasibility. Fortunately for the people of that county and the State, nature has provided precisely what the occasion requires. Without making any comparisons with other lines through the county, it is enough for our present purpose to say, that the whole valley of the East Branch of the Delaware lies, longitudinally, almost on a direct line between the objective points of the road; as will be shown, by drawing a line on the map from Carbondale to Albany, which, passing through Margaretville, virtually follows the valley from Hancock on the West, to Moresville on the East border of the county.

This line presents all the require-

ments of a good road, in an eminent degree;—no grade exceeding 20 feet to the mile—can be graded for \$6,000 per mile, and is the most direct of any practicable line across the county. This line is about 63 miles in length; 28 of which is now occupied by an operated railroad, and 14 miles more is graded for laying the rails. It is a route which, for grades, cheapness and feasibility, will compare favorably with the Central, or any other road in the State; and, in fact, the whole line from Carbondale to Albany, is marked by natural advantages;—presenting no grade in the direction to market exceeding 40 feet to the mile; and, offers decidedly the easiest and best outlet from the Pennsylvania coal basin except along the Susquehanna river.

With a view to bring this project before the public, a meeting was called at the Astor House in New York city, on the 30th of Dec. ult., at which the States of Massachusetts, New York and Pennsylvania were represented; and, in which the following named gentlemen took an active interest, viz: Hon. Samuel B. Ruggles, 24 Union Square, New York; Charles E. Waller, Honesdale, Pa.; P. S. Danforth, Middleburgh, N. Y.; Col. W. Martin, Middletown, Orange county; Horatio F. Averill, 120 Broadway, New York; D. E. Culver, Jersey City; Seth H. White and A. C. Edgerton, Delhi; James R. Allaben, Brooklyn; Peter Hogan, Albany; O. M. Allaben, Margaretville; C. Adams Stevens, Albany, John Hunter Sterling, Oswego county; C. P. Lapham, Hancock, Mass.; John M. Cole, Williamstown, Mass.; Charles F. Mills, South Williamstown, Mass.; Moses Y. Tilden, Lebanon, N. Y.; John W. VanValkenburgh, Albany; Luke F. Cozzens, New York city; O. W. Dwyer, North Adams, Mass.;

and Benjamin Ray, Hudson.

This meeting, after a free interchange of views, and a somewhat free discussion of the merits of the proposed enterprise, appointed the following Committee to consult with the people along the line, obtain further information bearing upon the subject, and devise plans to secure the end sought; and, report at an adjourned meeting to be held at the Delevan House in Albany, on the 12th day of January, inst.:

Williams Martin, Chairman; Charles E. Waller, J. W. Van Valkenburgh, D. E. Culver, C. Adams Stevens, S. H. White, O. M. Allaben, John M. Cole, Shepherd Thayer, Jacob Vrooman, Benjamin Ray.

Thus, the project is brought fairly before the public; and, it remains to be seen, whether the people will give it sufficient encouragement to induce capitalists to go on with its construction. The people along the line will not be called upon to build the road; but, it is expected that they will take interest enough in it to make the preliminary surveys, and secure the right-of-way for the Company when formed.

It is a great enterprise; and, it is hardly once in a century that a people will be called upon to secure to themselves so great a boon at so little cost. One hundred years ago our forefathers opened the century by securing to themselves, and their posterity, their liberties. Let us open the following century by securing to ourselves, and our posterity, a great, priceless thoroughfare, which is likely to be as enduring as liberty itself.

Heavy Sales of Real Estate in Sand-lake.

H. F. Averill, proprietor of the Averill hotel, Sandlake, has purchased the Arnold homestead for \$4,500. It will be used in connection with the hotel. The Crooked lake house has been sold by James Mosher to Conductor Brown of the Troy and Boston railroad for \$5,000.

THE "INDUSTRIAL EXHIBITION" SCHEME

CURIOUS COMPLICATIONS BETWEEN ITS PROMOTERS AND ITS FINANCIAL AGENTS—SEVEN MILLIONS OF STOCK FOR ONE HUNDRED THOUSAND DOLLARS.

The deadlock of the Industrial Exhibition Company with Messrs. Morgenthau, Bruno & Co., who were appointed its financial agents about two years ago, has made it possible to get an inside view of its history and management.

The troubles which culminated in the arrest of Messrs. Morgenthau & Bruno last Friday began prior to April 9, 1873. Edward McMurdy, who has been the main figurehead and marplot of the adventure, had been forced into the background during the Presidency of F. A. Alberger, but had again pushed himself to the front. The affidavit in the suit that subsequently rose recites that on the date last above mentioned there was a meeting at which there were twenty directors present. A resolution to annul the contract of the company with its financial agents was passed by a vote of 10 to 8, Messrs. Morgenthau & Bruno both refusing to vote. Had they voted the resolution could not have passed. It is further declared that those who voted in the affirmative were improperly influenced by McMurdy. One of them, George M. Penfield, of Hartford, had been promised the presidency and was afterwards made president of the company. He had never attended any meeting of the company before. Another, William F. Shaffer, before the meeting received \$100,000 in stock in his wife's name from McMurdy, and was afterwards made treasurer, but has given no bonds as such.

E. R. Bond was promised the secretarieship, and afterwards got it, with a nominal salary of \$5,000 a year, and actually received payment in bonds at the rate of one bond a day, the face value of a bond being \$30. Albert Wells, another supporter of the resolution, is the father-in-law of McMurdy. W. L. Grant, of Covington, Ky., had seldom attended the meetings. He had been elected director; the affidavit continues, through the efforts of McMurdy. Another supporter of the resolution was George A. Barnett, whose wife, just before the meeting, received \$100,000 of stock from McMurdy. He was promised the position of counsel to the company. C. A. Stevens, R. M. Cushman, and Dr. Barlett are described as shadows of McMurdy, who it is believed, never voted otherwise than as he directed. These men, together with McMurdy himself, make up the ten who voted to annul the contract. The eight who voted in the negative are F. A. Alberger, President of the company; James M. Boyd, Vice-President; R. S. Todd, Secretary; John W. Little and Theodore E. Tomlinson, counsel to the company; S. Melzbach, President of the Second Avenue Railroad Company; E. A. Boyd, No. 79 Murray street, and James H. Leeds, of No. 239 Canal street. At this meeting and in consequence of this vote James M. Boyd and S. Melzbach resigned both as officers and directors, and within a few days Mr. Alberger, Mr. Todd, and also William G. Moore, the treasurer of the company, resigned their offices.

The passage of the resolution caused an immediate deadlock. The entire income of the company arose from the sale of its \$20 bonds. A great number of these bonds had been duly signed and numbered in preparation for the distribution of prizes in accordance with a scheme devised to hasten their sale. They could not be replaced. Neither party could proceed without them, and it so happened that they were stored in a safe in Morgenthau, Bruno & Co.'s office, while the McMurdy party had the combination of the lock. In this position mat-

ters remained until about the middle of the following month (May). Then the company brought suit against the firm, praying for \$500,000 in damages, an injunction against their holding themselves out as the company's financial agents, and disposing of the bonds in their possession, and for an accounting. The trial of this suit was postponed from time to time, it is claimed, at the request of the company, who represented that there might be a settlement. In the mean time, not being able to obtain the bonds, McMurtry had a lot of certificates printed in lieu of the bonds and attempted to sell them. On the 1st of February, however, Morgenthau, Bruno & Co. got an order from Judge Barrett to compel the Industrial Exhibition Company to show cause why judgment in the case should not be given. On Friday, February 15, after several adjournments, the arguments were made. The applicants were represented by Frank & Weiss, of No. 243 Broadway, and the company by H. F. Averill. Judge Lawrence has not yet rendered a decision. Last Friday morning the company procured the arrest of Messrs. Morgenthau and Bruno on the charge that they had been at fault in carrying out the terms of their contract. They were held to bail in the sum of \$100,000. Judge Donohue reduced the bail to \$100,000 and granted the defendants the privilege of depositing as many of the Industrial Exhibition bonds as they had in their possession. They deposited \$24,000 in bonds and furnished bail for the remainder of the \$100,000 Mrs. B. Erich, Mr. W. J. Erich, and two others signed the bonds.

In the affidavit before referred to, and which is attached to the answer to the company's complaint, Messrs. Morgenthau & Bruno swear that the amount of the capital stock was and is \$2,000,000, but that, so far as they have been able to learn, as the company's financial agents, the amount of stock which has actually been paid for in cash or available securities does not exceed \$100,000.

In recent conversation Mr. Weiss, of counsel for Messrs. Morgenthau & Bruno, said that immediately after the pretended annulling of the contract with his clients, McMurtry was made manager and financial agent on more favorable terms than those made with them. The same board that voted to annul the contract were anxious to repeat their action a few days afterwards on condition that Turner Brothers, the Nassau street bankers, would interest themselves in the company and lend their name to it. But Turner Brothers refused to do so while McMurtry was connected with it. The only object, Mr. Weiss said, that McMurtry could have had in arresting his clients was that he hoped to intimidate them into a settlement, thinking that it would be impossible for them to get bail. The claim that Morgenthau, Bruno & Co. have violated their contract, upon which claim the resolution to annul it was based, and upon which the complaint as a failure to pay over the sum of \$200,000, the condition on which the payment was undertaken, Mr. Weiss says, was that the company should not let the contract for its land be forfeited. This contract was forfeited by the failure to pay an installment on the land in 1874, one month and a half before the payment of the \$200,000 became due. Mr. Weiss claims for the firm that they have not only performed all the obligations imposed upon them by their contract, but have kept the company alive by the payment of incidental expenses. A judgment of over \$4,000 against the company brought by the American Bank Note Company for printing bonds was paid by them, though the judgment was filed before they became connected with the company. They claim also that they have expended \$75,000 more than they have received as the product of the bonds they have sold.

The land, which has several times passed back and forth between Dutcher, Alflerton & Moore, its owners, and the Industrial Exhibition Company, lies

between Ninety-eighth and One Hundred and Second streets and between Third and Fourth avenues. It is estimated to be worth about \$200,000, and Mr. Weiss says it is encumbered to the amount of \$700,000. By an act of the Legislature taxes on it were remitted while it belonged to the Industrial Exhibition Company, but a clause in the law makes it liable for all unpaid taxes should the company cease to exist or fail to erect its building before 1877.

Sunday Mercury, July 20, 1879

EXCISE MATTERS.

The Sharp Practice of a Lawyer—Feeless of Dealers—“Know What You Sign”—VIII
There be an Indignation Meeting & Final Notice to the Unlicensed—Two Month's Pay.

The sharp practice of a certain lawyer in this city in getting the signatures of liquor-dealers to a power of attorney authorizing him to draw their money, has created considerable feeling among the victims. Mr. A. A. Frank, of No. 614 Broadway, treasurer of the Fifth Assembly District Association, said to a reporter: “I remarked to you at the time that it was the first time in my life that I attached my signature to any document without having read it. In this case the man came in and said: ‘Mr. Frank, I want to get your signature to this paper; it is to enable you to get back the money you paid for a license which you did not get. The gentleman who will collect it will probably charge one-third of the amount for his services.’ I owed at the time two places, and therefore my share was forty-five dollars, out of which I received twenty dollars, the other twenty-five dollars being kept by the lawyer.” Mr. James H. Dykes, of Hudson and King streets, financial secretary of the same association, said: “Well, I suppose I would have been taken in also, but I insisted on reading the paper. Finding it was a power of attorney I refused to sign. I received \$12.00 through the Wise and Spirit Traders’ Association, who made no charge for collecting the same.”

There are several dealers who have not given up their receipts to the collector, the receiver. Their chances of recovering anything are very slim. They talk about suing the city, but some doubt care about going to the trouble and expense which would thus be entailed in what might at the most be a doubtful business.

AN EXAMINATION MEETING PROPOSED.
Mr. Morris Herzberg proposes to call a meeting with a view to express indignation at what is considered an outrage, and to take steps to recover some of the money if possible. When Mr. Joseph Stiner heard of this resolution he said: “Mr. Herzberg can do as he pleases, of course, but I do not see that such action would do any good. These gentlemen deliberately assigned their claims to a lawyer, and I do not think they can obtain any redress. Every person is supposed to know what he is signing, and if he neglects to read it, it is his own look out. I do not see any” in alluding the matter further.”

PAY UP OR PREPARE FOR A POLICE VISIT.
The following circular has been sent to all unlicensed liquor-dealers:

OFFICE OF THE BOARD OF EXCISE.
222 NASSAU STREET, New York, July 15, 1879.
SIR:—You are hereby notified to call at this office and take out your license on or before the 1st day of August, 1879. In case of your neglecting to do so your name will be handed over to the police authorities as an unlicensed dealer.

RICHARD J. MORRISON, Commissioners
of
MILK MARKS.
GEORGE W. MORTON, Excise.

P. S.—Final Notice.

A RECENT recorder interviewed the commissioners in relation to this circular. Mr. Morton, speaking for all, said: “I understand that all persons who may be getting selling liquor without a license will be dealt with in a summary manner after the 1st day of August, next, ensuing, to which time only will any forbearance be shown by this Board. This action is taken in consequence of numerous complaints made at this office, not only by non-traders but by many dealers who, naturally feel annoyed at seeing their neighbor who pays nothing do as much and more business than themselves. From and after the date mentioned all dealers who have sought to evade the requirements, or neglected or refused to comply with the law, will become subject to the action of the police authorities, and the strictness of the law will be enforced by criminal process. In action, as I have already stated, is time and if necessary to proceed the law-abiding who have complied with the law, now expect that delinquents shall be dealt with as the law provides. This is right, and, as I hope, will meet with general approval. Persons who have neglected to procure their license, and who intend to do so, should accordingly take notice.”

TWO MONTHS' PAY.
The employees of the Board of Excise were paid last week for the months of May and June. The notice in the Mercury, that the Board up the Board's Apportionment, and the four men were paid, was certainly before they needed their money.

There is a correction on page 23 of this book of my connection with the challenge of 7-1

TROY DAILY PRESS

OFFICIAL PAPER OF THE CITY.
FRIDAY EVENING, JULY 20, 1879.

DEATH OF NALLE THE FUGITIVE.

A Reminiscence of Anti-War Days—The Rescue of Nalle from a United States Marshal.

There died in Washington in the early part of this week a black man who on one occasion caused more stir in this city than any other man has before or since. This man, Charles Nalle by name,

WAS A RUNAWAY SLAVE.
He came to this city in 1838 or 1839, and was employed by Hon. Uri Gilbert as a coachman. He believed himself, and was highly thought of by his employer and acquaintances. From information furnished by Horace Averill, his former master, learned that he was in this city, Nalle was arrested on a process procured by Counsellor Averill, and taken before United States Commissioner Miles Beach. This was enforcing the

FUGITIVE SLAVE ACT.
under the very eyes of liberty-loving Trojans, and it created an intense excitement. In an incredibly short space of time it was notorious that the quiet colored man had been arrested as an escaped slave, and that preparations were making to kidnap him under color of law. The people of Troy were bound not to see this law sanctioned crime committed. Hundreds gathered on the street in front of the commissioner's office and clamored for the release of the negro. It was a respectable mob, composed of the best citizens; it was a reasonable mob, too, and asked nothing for vengeance. During all the excitement which followed no attempt was made to injure those who had been instrumental in securing the arrest of Nalle. The black man himself sat quietly in the commissioner's office until a favorable opportunity presented. He then made an effort to leap

FROM THE WINDOW.
but was prevented by Walter Tillman, who was close to him. In the meantime some of the less excited gentlemen had procured from Judge Gould a writ of *habeas corpus* directing the United States officers to produce before him the body of Nalle, and to exhibit also the authority by which they held him in custody. The United States marshal in obedience to the writ, started with his prisoner for Judge Gould's office on Congress street. All along the route he was

FOLLOWED BY THE MOB.
One gentleman, now a bank president, brandished a heavy cane and endeavored to take the negro from the marshal. A prominent lawyer, since a member of congress, three gentlemen who have since been called to the mayoralty, and a number of others well known then, and better known since, followed the leadership of

the bank president and
MADE A RUSH FOR THE
prisoner. Marshall Holmes resisted but the men who loved liberty better than an unjust law were too powerful for him. Nalle

WAS RESCUED.
taken down to the river bank at the foot of Division street, where he was placed in a row boat and amid the cheers of the best dressed mob that ever turned a town upside down, was ferried to West Troy by Hank York. A wagon was waiting and Nalle was carried in it to the Shakers. Perhaps the most excited partisan he had in that famous war was Justice Uriel Dexter, who, during the war was called by Unionists a copperhead. Mr. Dexter was too wise a Democrat to sanction an illegal attempt to enforce

AN INFLAMMABLE LAW.
and he was not at all inconsistent in siding in the rescue and in opposing, subsequently, the men who violated every law, good and bad. Nalle was secreted near the Shaker settlement until

\$800 WAS RAISED.
in this city by his partisans, for which sum his master released his claim. E. Thompson Gale's was the first name on the subscription paper. Nalle remained here some time and then started west. He afterward removed to Washington, where he was employed in the post office department until his death, which occurred Monday. He was about fifty years of age. He lived long enough to see the end of the iniquitous system which made it possible for men to invoke the law to assist them in claiming property in that which the Almighty created free.

This rescue seems to have occurred long ago. But when we think of the date—April 27, 1839, only fifteen years ago—we marvel at the change. It was one of the first battles of the irrepressible conflict. There are hundreds of men in Troy who cannot think of that encounter

WITHOUT A TREMOR.
They remember the meanness of Horace F. Averill, who informed Nalle's "swager"—Hawbrough of Culpeper county, Virginia—of this whereabouts of his fugitive and for the sake of a fee, under guise of friendship, wormed from Nalle his secret. They have not forgotten how William Henry, the colored man, addressed the incensed populace and begged them not to permit poor Nalle, whose only fault was that

HE DID NOT OWE HIS FREEDOM.
to be dragged back to Virginia, his words of fire warmed the passions of the crowd, and excited the people to the last pitch. They recall the old colored woman, to this day unknown, who went through the crowd pleading and beseeching the men who had wives and children not to allow this husband and father to be dragged away from his loved ones. And they do not forget the conflict with the entire police force of the city on the block on First street between State and Congress streets, during which the old woman

constantly shouted

"GIVE US LIBERTY OR GIVE US DEATH!"

Then, too, many of them remember the last struggle on the dock below Congress street, where Nalle was for the last time taken from the officers. Three hundred or so do not forget that they crossed the river on the ferryboat in time to prevent the capture of Nalle by W. L. Oswald and A. J. Morrison and others, who had confined the fugitive in a room, from which he was quickly taken by the rescuers, placed in a wagon and sent to a place of safety. A dozen or two gentlemen, including Mr. MacArthur of the Budget—he was then a good Democrat—were arrested for participating in the rescue. Nothing ever came of that part of the case.

The fugitive slave-law was the boomerang of the peculiar institution. It made abolition possible, and the war which followed a year after his rescue made it necessary.

of Y. Smith May 27, 1880

VIOLATING THE POSTAL LAW.

THE EXAMINATION OF THE CHARGE PREFERRED AGAINST LEONARD ELLIS.

Dr. Goff Testifies that all letters were to be opened regardless of the address, and consequences.

The investigation of the charge preferred by Dexter B. Goff against Leonard Ellis and Mrs. Jennie Leveridge of tampering with his correspondence, with a view of prying into his business secrets, was resumed yesterday afternoon before Commissioner Bird, District Attorney Tenney appearing for the prosecution, and Horatio F. Averill and Commissioner Deane for the defense. Mrs. Leveridge, who was handsomely costumed, sat near her counsel.

Dr. Cleveland W. Goff, the brother of Dexter B. Goff, who only returned from Europe a few days ago, was called to the stand and testified that himself, Dexter B. Goff, Leonard Ellis and Henry McCabe, were engaged in partnership under the firm name of "The Faricum Company" for the manufacture of a disinfectant and horse medicine. The business was carried on at 108 East Twenty-seventh street, in the upper part of which building he resided. Mrs. Leveridge also lived on the premises. There was an understanding among the partners of the firm, or company, that any letters sent to that address should be treated as business letters and opened by whoever was in charge of the office at the time. It was understood that any letters relating to private matters should be delivered to the persons to whom they were intended.

Witness left for Europe on March 5, and on the evening before, Ellis, McCabe and his brother Dexter had a conversation on business matters. Mrs. Leveridge was present on that occasion. Witness addressed a number of envelopes to the different persons present, and said that he should, from time to time, write about matters that occurred during his travels, and mail in whichever envelope came handy. It was understood that these letters were to be opened by whoever was in charge, and also that, to a certain extent, Mrs. Leveridge was to represent him in the business and open all letters. She was to receive and pay out all money connected with the business. Full authority was given to her to open all letters, but to this all the partners in the business assented. Witness said he still lived in the house

and as did also Mrs. Leveridge, and the medicine that they manufactured was still sold.

The further examination of the case was here adjourned until Friday afternoon. After leaving the Court Room Dr. Goff expressed great indignation that his brother should have instigated these proceedings against Mrs. Leveridge and Mr. Ellis, and he said that he should stand by them in this matter. He further stated that in regard to the confessed horse "John W. Starin," which Mr. McCabe claimed belonged to him, his impression was that his brother Dexter who traded off a share belonging to Mr. McCabe worth but a few hundred dollars, and not in her mind the horse "Starin," valued at many thousands, the trade was made even as the horse "Starin" was sold at the time.

Mr. Dexter Goff is still in Ludlow Street jail on account of having spirited this horse away after Mr. McCabe had commenced civil proceedings to recover the animal. Last Saturday Delegates Moore and Ireland roused the horse "John W. Starin" to Hamilton Park Stable, Jersey City. The animal was replevined by Mr. McCabe, and the Sheriff of Hudson County, N. J., placed him in the Park Stable, Jersey City, where he will be kept until some determination is arrived at in the course.

Mr. Ellis and Mr. McCabe are engaged in the wholesale milk business in this city, and are both men of standing. They entered into partnership with the Goff brothers, the understanding being in the outset, that but \$200 capital was required to start the business, but subsequently they invested \$5,000 in the concern; and it was Dexter Goff's indiscriminate purchase of materials that first led to disrepute, Mr. Dexter Goff being angry at not being allowed to spend what money he desired.

Troy Times June 7, 1880

A "Tally-ho" coach made by Peters & Sons of London, England, reached Troy this morning. It is the property of J. K. Averill, who intends to run it between this city and Sandlake. This is the only veritable "Tally-ho" in the state outside of the metropolis, and consequently it attracted considerable attention as it stood in front of DeForest's livery stable on Third street this morning. The running gear is painted a bright red and the body a deep black, while the decorations consist of heraldic devices on the door panels, together with the Latin inscription *virtus et constantia*. The upholstery is rich and in good taste, the hampers and wine cellar are of ample proportions, and, in fact, everything about the conveyance is marked by strength, simplicity and completeness.

Troy Times June 12, 1881

Sandlake.—The annual election of the Albany and Sandlake plank road company was held yesterday. The old officers were re-elected as follows: A. R. Fox president, and Samuel A. Fox secretary and treasurer. The West Sandlake mutual association for protection against depredations by horse thieves held its annual meeting yesterday. There was quite an enthusiastic gathering at the Seymour hotel. A good balance in the treasury was reported. Cornelius Snyder was chosen president. The telephone office is to be removed, and as yet it has not been decided where it will be located. The Scholastic Baptist church, which is the oldest church in the vicinity, will hold a donation for the benefit of the Rev. Mr. Greene tonight.

An exchange says: "Lightning struck a hive of bees in Kansas the other day. The painful story is soon told. The misguided lightning came out of that hive quicker than it went in, and went off into space with its tail between its ears." Moral: Never risk a quarrel when you are not acquainted with the folk.

Chatham Valley Register
Oct 22, 1880

The Bamber Failure.

New York City, Oct. 20, 1880.

To the Editor of the Register:

Assuming that your many readers in the village of Fort Plain and vicinity will be much interested in the developments respecting the failure of R. Bamber & Co., I proceed to give you a statement of such facts as have come into my possession.

Their assignment bears date on Saturday, October 9, 1880, but the acknowledgement of Thomas Bamber and Robert L. Bamber is dated on the 11th (Monday following) and the paper was recorded in the New York county clerk's office on the day last named. Reuben Elwood, the other partner, did not join in the assignment, his signature being affixed thereto "per Thomas Bamber," without Elwood's authority. The assignee named in the assignment is Sylvester H. Elsworth, of Starkville, Herkimer county, and his signature is affixed thereto as accepting the trust.

On Monday afternoon, the 11th inst., John D. Wendell, of Fort Plain, happening to be in New York city upon other business, received a telegram from David G. Hackney, of your village, requesting him to retain Horatio F. Averill, of this city, call upon R. Bamber & Co. and save him from the wreck all that was possible. Mr. Wendell and Mr. Averill called at the store of the late firm, No. 45 Pearl street, and demanded to see the books, but this and all other information was refused by Elsworth, the assignee, Thomas Bamber, one of the partners, and by Robert Mitchell, the book-keeper, Mr. Robert L. Bamber being among the missing.

Later on the fact was developed that on Saturday a messenger was sent to Elsworth to come at once to New York city to undertake the part of assignee, and he took the afternoon train for this city. On Sunday morning, it seems, that William Bamber, a brother of Robert, and in the employ of the firm, arrived at Fort Plain and acquainted his father, Mr. Roger Bamber, of the failure, and returned to New York on the same (Sunday) evening in company with Mr. Wendell, but without acquainting him of any difficulty in the

business affairs of the firm. Neither was Mr. Elwood, the partner residing in Fort Plain, made acquainted with any contemplated stoppage by the firm, except by the slow process of the mail, which, on Monday morning, the 11th inst., brought him a letter from Thomas Bamber mailed the day previous, stating that the firm could not go on and must make an assignment.

After consulting with his friends and neighbors, Mr. Elwood proceeded on the same evening to New York, and was joined by Mr. Hackney, who, with his endorsers, were largely involved and were apparently Bamber & Co.'s heaviest creditors. On reaching Albany they met Mr. Wendell, then on his way home, who returned with them to this city. Mr. Elwood made an ineffectual attempt to obtain an interview with the missing partner, Robert L. Bamber, and wishing to do all he could in the fatherance of justice, confessed a judgment in the name of the firm to David G. Hackney for \$40,888.95. The next morning Charles Simms, Mr. Hackney's book-keeper, reached New York city, and upon examining his books found that the indebtedness of R. Bamber & Co. to Mr. Hackney was much larger than had been supposed, and thereupon Mr. Elwood made a further confession of judgment in the name of the firm to Mr. Hackney for \$23,534.94.

These judgments were entered on the 13th inst. and executions immediately issued to the sheriff of New York county. On the 14th one of these executions was returned *nulla bona* and an order obtained by Mr. Averill, Hackney's lawyer, from Judge Lawrence of the Supreme Court, for the examination of all the defendants on the 16th inst., respecting their property, which order was served upon Thomas Bamber and Reuben Elwood, Robert L. Bamber being still in hiding. A subpoena was also served upon Elsworth, the assignee, and Mr. Roger Bamber.

On the 16th inst. (last Saturday) Thomas Bamber was examined by Mr. Averill for about five consecutive hours, he being assisted by James E. Derry, Esq., and John D. Wendell, Esq., of Fort Plain, and also by Mr. Williams, of Watertown, counsel for one of the banks at that place.

Mr. Thomas Bamber admitted the sale and consignment of about five thousand cheese within a day or two of the assignment being made, but his memory was

exceedingly poor and defective as to all details and he claimed to be entirely unconscious of the firm's difficulties until Friday the 8th inst., when he states Robert informed him they would have to stop, and he modestly requested of Robert to get him a thousand dollars for his personal expenses, which Robert kindly handed him on Saturday, the 9th, and Thomas confidently gave the same to his wife in bills to take care of the family.

Roger Bamber, the father, was also examined and denied having received any of the recent monies of the firm.

All proceedings were then adjourned until the 20th inst., when the examination will be proceeded with.

In the meantime many facts have been coming to light. It is supposed that about \$70,000 in cash was received by the firm during the week from the 4th to the 9th of October and this money is supposed to be in the possession of Robert L. Bamber, who is said to be sequestered in New Jersey.

Mr. Hackney still remains in this city determined upon prosecuting his claims against the defendants to the "bitter end," and some interesting developments are confidently expected to come to light within a day or two and of which you shall be kept freely advised.

ONE WHO KNOWS.

Fort Plain Standard
Oct 27, 1880

THE BAMBER & CO. MUDDLE.

Arrest of S. H. Ellsworth For Perjury—A Letter from Our New York Correspondent.

Editor of the Standard:—The excitement with reference to the failure of R. Bamber & Co. is running very high. They made their assignment on October 11, 1880 but it was only executed by Thomas Bamber and Robert L. Bamber. Reuben Elwood the other partner came to this City the next day and appeared to feel very indignant at the secret action of his two other partners. Elwood then confessed judgments to David G. Hackney of Fort Plain for about \$64,000. On these judgments Dave went to work with his lawyer, Horatio F. Averill and obtained orders in supplementary proceedings and examined Thomas Bamber and Elwood as judgment debtors and Sylvester H. Ellsworth the assignee as a witness.

Ellsworth swore that he only received a few checks amounting to about \$2000, specifying them, and denied the receipt of any checks from John Anderson & Co.

Meanwhile Mr. John F. Moffett cashier of a Watertown Bank was here with P. C. Williams, his lawyer and examined the Cashier of the mechanics Bank in Brooklyn who testified that on Oct 11, Ellsworth opened an account on that Bank and deposited about \$18,000 lodging with the Bank a power of attorney in favor of Robert L. Bamber allowing him to deposit checks and draw money. The very day a deposit was made of about \$4000 and on the 14th Robert L. Bamber drew out \$22,000 in bills over the counter and then left the State for New Jersey. The deposits in the Brooklyn Bank consisted of 17 checks in all and by tracing them the above facts were ascertained. Among them were three checks of John Anderson & Co. amounting to about \$8,880 and thereupon Ellsworth was arrested for perjury, he having sworn that he did not receive any such check. He was arrested on Saturday the 23d inst and lodged in the Tombs and bail demanded in \$5,000. So far he has been unable to give it as the Judge requires two feeholders who have property in this City.

It now turns out that Reuben Elwood in violation of an injunction of the Court has executed a paper ratifying the assignment.

Maj. William Clark, Byron Elwood and several other Fort Plain people are here trying to pour oil on the troubled waters. Hackney remains here like a true sentinel on his post doing every thing in his power, assisted by Mr. Averill his counsel, to bring the guilty to justice and recover what he can for himself and his endorsers. Robert L. Bamber is refreshing himself in New Jersey with the breezes which float in there from the "salt, salt sea" and Ellsworth is in the Egyptian Palace in Centre Street "sickled over with the pale east of thought."

It is very evident that mistakes have been made somewhere and that the machinery set in motion on Oct 11, or earlier was not properly oiled and does not move smoothly. Every day brings something new in the way of a surprise in these matters. There have been any number of lawyers here looking after the interests of their clients and among them James E. Dewey and John D. Wendell of Fort Plain. Adieu, till you hear from me again.

SKIFFER.

FARMER ELLSWORTH'S ARREST.

How A Preferred Creditor is Said to Have Assisted an Insolvent Firm.

Many of our readers will regret to learn of the misfortune of the misfortune of Sylvester Harwick Ellsworth, who has become involved in some difficulty in connection with the case of R. Bamber & Co.,

in New York. Mr. Ellsworth is so well known and respected as an upright and honorable citizen, that his arrest has created surprise. The New York Sun of Monday says:

Detectives Fields and O'Connor of the District Attorney's office yesterday morning took Sylvester H. Ellsworth of the town of Stark, Herkimer county, an aged and well-to-do merchant and farmer, before Justice Murray in the Tombs Police Court. Mr. John F. Moffett, cashier of the Mechanics' Bank of Watertown, and Mr. P. C. Williams, counsel for the bank, charged him with perjury. On Oct 11, R. Bamber & Co. produce merchants, 45 Pearl street, in this city, failed with large liabilities. Among the creditors was the Mechanics' Bank of Watertown. Messrs. Moffett and Williams came to New York to represent the bank's interest.

They learned, it is said, that two days before R. Bamber & Co. made public announcement of their failure, Messrs. Fowler Brothers of 17 Broadway handed Mr. Bamber a check for \$6,000, and that on the same day the insolvent firm received from John Anderson a check for \$5,000. Mr. Williams traced the checks to the Mechanics' Bank of Brooklyn. Upon examining the signature book of that bank, he found that on the very day the assignment was made by the firm of R. Bamber & Co., Robert Bamber and an assignee deposited \$18,000 in the bank. The assignee appended his signature to the book, and this was countersigned by R. Bamber. Mr. Williams then found, as it is claimed, that Ellsworth had executed a power of attorney to Robert Bamber, allowing him to draw out all monies he required. On the next day Robert Bamber made a further deposit in the bank of \$23,000. Mr. Williams further ascertained that on October 14, Robert Bamber drew checks upon the Mechanics' Bank of Brooklyn to his own order for \$23,000. He drew the amount in currency.

Last Saturday there was an examination into the failure, before Judge Lawrence, and Mr. Ellsworth was closely examined. During the whole course of this examination, so the affidavit sets forth, Mr. Ellsworth testified that had had no transaction with Mr. Bamber since the failure. The evidence of the signature book of the Mechanics' Bank of Brooklyn, it is asserted to the contrary. Messrs. Moffett and Williams claim that they have evidence to prove that Mr. Ellsworth is acting in collusion with Mr. Bamber. They also affirm that they can prove that R. Bamber & Co. have removed their books and papers to the Continental Hotel in Jersey City, so as to defeat the objects of the creditors.

James W. Ridgway, Mr. Ellsworth's lawyer, says his client is innocent of any intent to commit perjury. He says that when R. Bamber & Co. failed Mr. Ellsworth was one of their creditors. They made him a special assignee, and preferred him in the amount of their indebtedness to him. Mr. David G. Hackney, another creditor, instituted supplementary proceedings and recovered two judgments in the Supreme Court against the firm in the

amounts of \$40,888.25 and \$23,534. Mr. Ellsworth, so Mr. Ridgway claims, was not aware of those judgments.

Justice Murray expressed his opinion that there was cause to hold Mr. Ellsworth.

Counselor Ridgway demanded an examination for Mr. Ellsworth, who he said was aged, and who felt keenly the position he was in. Justice Murray set down Nov. 4 as the day for the examination. In the meantime he fixed the bail of Mr. Ellsworth at \$5,000. Mr. Ellsworth, not having his bondsman present, was committed to prison.

Allegheny Valley Register
Oct 29, 1880

New York Letter.

NEW YORK CITY, Oct. 29, 1880.

To the Editor of The Register:

The prediction made in my letter of last Wednesday, that interesting developments might be expected in connection with the recent failure of R. Bamber & Co., has been fully verified. All proceedings in the suit by David G. Hackney against them, before Judge Lawrence, were adjourned from the 16th to the 21st inst. On the day last named Reuben Elwood, of Fort Plain, one of the judgment debtors, was examined for about three hours by Horatio F. Averill, Hackney's lawyer, the defendant Elwood being represented by Morris H. Dillenbeck, as his counsel. Elwood's examination, on the supposition that he was taking a stand with Hackney and the creditors, and in hostility to the Bambers, who had not consulted him with reference to making any assignment, was confined in a great measure to a history of the firm of R. Bamber & Co. from its formation in 1872 down to the present time, including the several changes made by partners going in and out of the concern, the business and assets of the firm in a general way, and the absence of any embarrassment until Monday morning, Oct. 11, and that he had not drawn out any capital in two years. He admitted having seen Robert L. Bamber twice since then in Jersey City, once at the Hotel Hudson and once at the Continental, but it was then assured he went there in the interest of the creditors; whether he did or not the sequel will show.

After the close of Elwood's examination the deposition of Sylvester H. Ellsworth, the assignee, was taken by Mr. Averill, the witness being represented by Joseph Ridgway, as his counsel. Ellsworth testified that he sent Bamber & Co. his butter, which had been paid for, and that he neither owed them or they him anything, but that he was liable for them as endorser on two notes not

yet due, amounting to about \$6,000, and also that he was surety with another party on a bond on appeal for about \$4,600 in a suit in St. Lawrence county.

He claimed to have taken possession of the store of Bamber & Co., No. 45 Pearl St. on October 11th, under a general assignment executed by the two Bambers personally, and by Thomas Bamber for Elwood. He was asked what property he found on hand and took possession of, and answered that it consisted of the safe, office fixtures, and about two hundred cheese, most of which are claimed to be upon commission. As to money, that they had \$3 and some cents in the Park Bank. In the Corn Exchange they were overdrawn \$30.41. That Robert had paid him \$20 at one time and \$15 at another; also some checks, viz.:—John Thallon, \$731.08, James Brand, \$750, James E. Molloy & Co., \$75.75, Hollister & Catlin, 76.63, L. S. Benedict & Son, \$63.21. He was then asked:

Question—Are those all the checks you have received?

Answer—Yes, Sir.

He was also asked:

Question—Did you receive any check from John Anderson & Co.?

Answer—No, Sir.

Ellsworth also testified that Robert told him he thought the assets would pay 15 or 20 per cent. of the liabilities.

He further testified that Reuben Elwood had ratified the assignment, and his best impression was that this was done on Oct. 18th. This was the first that was suspected of any friendly understanding or concert of action between Elwood and the Bambers. Ellsworth also testified that he executed a paper on Sunday, Oct. 17th, agreeing to assume the sole liability on the St. Lawrence judgment, which had been a lien on real estate recently conveyed by Reuben Elwood to his son Byron, and by him to his (Reuben's) wife.

It should be here stated that while the proceedings were being carried on before Judge Lawrence by Mr. Averill on the Hackney judgment, that P. C. Williams, Esq., counsel for John F. Moffett, of the Mechanics Bank of Watertown, was carrying on another proceeding in the New York Common Pleas, and that they were occasionally comparing notes.

In this proceeding instituted by Moffett Ellsworth was also examined, and, among other things, testified: "I have W. Mitchell, the book keeper, W. Goodrich, Mr. Robert Bamber, William Bamber and 'Jo' in my employ. W. Goodrich and 'Jo' are

employed at the store; the rest are employed in New Jersey, getting up the books and schedules."

Question—Whereabouts in New Jersey?

Answer—At a hotel in Jersey City, about the second block from the ferry; don't know the name. They have most of the books and papers there. They are working there by my direction and under my agreement to pay them as assignees. They took the books over there without any objection on my part.

Ellsworth also testified he had not opened any account at any bank, and also that he had not received any other notes, checks or cash belonging to and being the assets of R. Bamber & Co. except as already described.

In the same proceeding the cashier of the Mechanics' Bank, in Brooklyn, was examined, and by him it was shown that on October 11th Ellsworth opened an account there in his individual name, and at the same time lodged a power of attorney allowing Robert L. Bamber to deposit and draw checks. There was thus deposited to Ellsworth's credit as follows:

Oct. 11, \$18,082.66; 15 11 checks, 3 of them being those of John Anderson & Co.
" 12, 4,601.07 (in 4 checks.)

\$22,683.73.

Two little checks were drawn for \$100 and \$25, and on October 14th Robert L. Bamber drew over the counter \$22,000 in bills under his power of attorney from Ellsworth.

Upon these and many other statements Moffett made a complaint against Ellsworth last Saturday, October 23d, for perjury, and he was arrested and locked up. On Sunday the case was called up and the bail fixed at \$5,000, and the examination set down for Nov. 4th, 10½ a. m. Not being able to give the bail Sunday or Monday, Ellsworth remained in the Tombs. Yesterday, Tuesday, the 26th, \$5,000 in cash was deposited with the District Attorney by Ellsworth, and officer Richard Field signed as bail, and Ellsworth was discharged, pending his examination.

Major Wm. Clark, Seebor Lipe, Byron H. Elwood, and several other gentlemen from Fort Plain, are in the city looking after matters in some way or other connected with the Bamber failure. Dave Hackney has brought his wife down to keep him company, and proposes to fight the battle out if it takes all winter. The proceedings before Judge Lawrence are set down for to-morrow, the 28th, when it is expected that further testimony will be had touching the alleged contempt of court by Reuben Elwood in signing the ratification of the general assignment while he was under injunction. You will be kept fully advised of everything that may transpire, and in due season, by

ONE WHO KNOWS.

M. J. Campbell Dec 15/80

Abraham Velt, individually and as surviving partner of the firm of John H. Moon & Co., made an assignment to Horatio F. Averill, giving preference of \$4,601.07.

Delaware Valley Register
Nov 5, 1880

New York Letter.

New York City, Nov. 3, 1880.

To the Editor of The Register:

The examination of witnesses in the supplementary proceedings instituted by David G. Hackney against R. Bamber & Co., was resumed on the 28th ult., up to which date, my summary of the leading events incident to their failure appeared in your last issue.

On that day Morris H. Dillenbeck, counsel for Reuben Elwood, was examined as a witness by Horatio F. Averill, Hackney's lawyer, touching Elwood's contempt in executing the ratification of the assignment while under the injunction of the court.

W. Ridgway, counsel for the Bambers, objected to the swearing of Dillenbeck, on the ground that the proceeding was cut of court, because one of the adjournments of the matter was by consent between counsel and not by order of the court, and that thereby jurisdiction had been lost, but Judge Lawrence promptly overruled this technical objection. W. Ridgway also objected, on the further ground that the judgment being by the confession of only one of the three partners, it could only be enforced against him, and that he, Elwood, and Dillenbeck his counsel, had not signed the consent to adjourn, and that he, Ridgway, had signed the consent for all the defendants by mistake, he not, in fact, representing any one but the Bambers. This objection was also promptly overruled by Judge Lawrence.

Thus it will be seen that every little quibble is resorted to by the defence.

Dillenbeck was then directed to be sworn. Among other questions asked him by Mr. Averill were the following:

Question—Were you there (at Averill's office) when the papers in supplementary proceedings were served upon Mr. Reuben Elwood?

Answer—I think I was.

Question—Did you attend with Mr. Reuben Elwood when he attended here in court on the proceedings, as his counsel?

Answer—I did.

Question—Did you see it (the ratification paper) executed?

Answer—I think I was present when it was signed—that is, I was present in the office.

Question—In whose office?

Answer—Ridgway's office.

Question—Were you present on the occasion of the paper being executed, as Mr.

Elwood's counsel?

Answer—I had been acting for Mr. Elwood before that as his counsel.

Question repeated:

Answer—I think that I went there in the capacity of Mr. Elwood's counsel.

Question—Did you read it before it was executed?

Answer—I did not read it.

Question—Did you read it after it was executed?

Answer—No, Sir.

Question—Did you hear it read?

Answer—It was read over.

Question—In your hearing?

Answer—Yes, while I was in the office.

Question—You know what it was he was signing when he did sign it?

Answer—Of course I did. I heard it read. I must have known what it was; it was read in my presence.

These questions were asked, it is presumed, with a view of fixing the responsibility of Elwood's signing the paper not in ignorance but under the advice of his counsel.

The further proceedings were then adjourned to the 30th ult.

On Friday, Hackney's lawyer succeeded in obtaining an attachment in the new suit brought by him in the supreme court, which was immediately issued to the sheriff of several counties and a levy made upon everything regarded as assets of the late firm of Bamber & Co. that could be found, thus giving Hackney a first lien which looks very much as if he was going to get all or at any rate a good portion of his money.

On Friday, the 29th, Reuben Elwood, Seebor Lipe and John D. Wendell, again came here for the purpose, it is believed, of further looking after the \$22,000 which Robert L. Bamber drew in bills over the counter on the 14th, and absconded with to New Jersey.

Byron Elwood and Wendell went home that night and Reuben Elwood, Lipe and Ellsworth left Saturday night. Hackney also went home on the 30th, taking his lawyer with him.

On Sunday, the 31st, and Monday, Nov. 1st, matters were canvassed on all sides at Fort Plain, as you are no doubt aware, and it was resolved by Hackney and his endorsers and friends to push things and "carry the war into Africa" if necessary, until every dollar of Bamber & Co's assets should be unearthed and recovered.

Hackney returned Tuesday night. Reuben Elwood, Harwick Ellsworth and his son, Seebor Lipe, Walter Keller, John D. Wen-

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dell et al. *genuis* are here. Joseph S. Shearer, cashier of the Fort Plain Bank, is also here.

The proceedings in Hackney's case were adjourned to this morning, but owing to the proceeding in the New York common pleas to remove Ellsworth as assignee, instituted by John F. Moffet, of Watertown, through P. C. Williams, his attorney, coming on this morning also, Hackney's case was adjourned until to-morrow. Afterwards owing to the engagement of Judge Larramore, Maffet's proceedings went over for the day. It is understood here that all the Fort Plain creditors are desirous of having Fred F. Wendell appointed assignee in place of Ellsworth, who is said to be anxious to resign.

It has been ascertained that the \$5,000 deposited by Ellsworth with the district attorney here as bail consisted of a certificate of deposit made by Ellsworth in his own name in the Shoe & Leather Bank in this city. To-day Averill caused copies of the attachment to be served on the district attorney and on I. N. Tappen, the city chamberlain, who is now the custodian of the \$5,000, on the supposition that it is part of the assets of R. Bamber & Co.

All parties will put on their war-paint to-morrow and it is thought there will soon be much scalp-dancing done with the legal tomahawk.

ONE WHO KNOWS.

Fort Plain Standard
Nov 10, 1880

MORE OF BAMBER & CO.

What Our New York Correspondent says of the Late Proceedings—Hackney's Undesire to Recover the Amounts of Their Liabilities.

New York, Nov. 3, 1880.

Editor of the Standard:—When I last wrote you the 25th ult., in reference to the matter of the failure of R. Bamber & Co., I left Ellsworth in the hands, Robert in New Jersey, Thomas playing the "dumb fool" at the store—that is, to not know what had become of the cheese or the money—and Elwood dancing up and down between Fort Plain and New York City, signing papers for this one and that one, and getting things in a muddle.

On the 26th ult., Ellsworth deposited \$5,000 with the District Attorney here and at once set out for Robert's home in Brooklyn, where he remained for the balance of the week, no doubt, a "sadder and a wiser man."

On the 28th Morris H. Dillenbeck, Esq., who had acted as counsel for Elwood in the

supplementary proceedings of Hackney against Bamber & Co., was examined by Horatio F. Averill, David's lawyer, as a witness and testified that he was present when Elwood was served with the injunction order restraining him from parting with his property and that he was also present in Redgway's office as counsel for Elwood when the latter signed the ratification of the assignment. This was rather hard on Morris, but his examination is not over with yet and it is hoped that he can make some reasonable explanation why he allowed Elwood to "put his foot in it."

Last Friday morning John D. Wendell, Esq., put in an appearance again here in company with Elwood and it was understood that they came to join Ellsworth and Secher Lipe in a "still hunt" after the \$23,000 which Robert drew from the Brooklyn bank on the 14th and took with him to Jersey, it having been ascertained that when Ellsworth was arrested Robert took the hint and crawled back from Jersey City to more rural districts, where the vandalism of man had not cut down the forest trees or the bushes, and where he could listen in quiet to the twitter of little birds at the "peep 'o' day" and to the mid-night orgies of the owl and the bat. They stated that they were successful in reclaiming the "swag" and that the next step will be for Ellsworth, who has become tired of the variety of city life, to resign as assignee and request the appointment of John or Fred Wendell in his place.

John D. and Byron Elwood went home Friday night and on Saturday evening there was a general exodus from the city; Hackney went up for the first time in three weeks, taking his lawyer with him, and Harwick Ellsworth, Secher Lipe and Reuben Elwood left on a later train. It was understood that a general "council of war" was to be held at Fort Plain on Sunday but of this you can inform yourself better than your correspondent.

I had nearly forgotten to mention a most important step taken on last Friday which was the obtaining of an attachment by Hackney against Bamber & Co., which was served by the Sheriff on the assets of the firm thus giving him a preference over other creditors and compensating him for the many pains and aches of both body and mind which he has suffered during his recent three weeks campaign in this part of "our wicked, wicked world."

More anon.
SKIPPER.

The Bamber Failure.

New York City, Nov. 10, 1880.

To the Editor of The Register:

Very many incidents, of much public interest, connected with the failure of R. Bamber & Co. have occurred within the past seven days. On the 4th inst. John F. Moffet, Cashier of the Watertown bank, appeared here with P. C. Williams, Esq., his counsel, on the order to show cause why Sylvester H. Ellsworth should not be removed as assignee, and Gen. B. F. Tracy, of Brooklyn, associated with J. S. Ridgway, appeared for Ellsworth. Time was asked by Gen. Tracy to consult with the parties, and the motion went over to the next day. The proceedings in the case of Hackney against Bamber also went over to the 5th. On that day Gen. Tracy came into court and offered the resignation of Ellsworth as assignee, and argument was had respecting who should be appointed in his place.—The Fort Plain people asked for Fred F. Wendell, while the Watertown people asked for Moffet. Finally the matter took the form of an order, entered on the 8th inst., referring it to Edward S. Dakin, Esq., to take testimony as to who was the most suitable person, and the books and papers of R. Bamber & Co. were ordered to be delivered over to the referee, and all the money Ellsworth had received as assignee was ordered to be deposited in the Union Trust Co. in this city, and not to be drawn out except on the order of the court.

On the 6th inst. the further examination of Morris H. Dillenbeck and Reuben Elwood, in the Hackney case, was proceeded with by Horatio F. Averill, counsel for Hackney; and they were again resumed and continued on the 6th, and then adjourned to the 9th, and finished to-day.

On Monday, the 8th, the matter of Ellsworth's indictment was before the Grand Jury and postponed for a week. On the same day, on affidavits of Elwood and Thomas Bamber, an order to show cause why the confessions of judgment by Elwood to Hackney should not be set aside was served returnable, the 12th. Meanwhile the sheriff has attached in Hackney's case the money deposited by Ellsworth in the Union Trust Co.

Robert L. Bamber was seen in Brooklyn yesterday and this morning and it was stated that he and Elwood had quite a lively war of words by reason of Elwood's refusal

to confess judgments to Roger Bamber and others. Robert shows traces of deep mental anxiety.

There will be a great fight on the 12th, it is expected, in the effort to set aside the Hackney judgments. John D. Wendell has been here for two or three days. William H. Robinson, of Little Falls; O. Henderson, of Fulton; and William Clark, Jr., of Fort Plain, are in town, and seems anxious to learn what is going on. From

ONE WHO KNOWS.

Fort Plain Standard
Nov 17, 1880

New York Letter.

New York Nov. 15, 1880.

Editor of the Standard:

The affairs of the late firm of R. Bamber & Co. are still exciting much comment and especially among the produce commission houses in this city and the country dealers. Hackney is still here fighting his battle almost single handed, although every man who comes to town and knows the "true inwardness" of the affair pats him on the back and says: "Go it old boy. We are with you and will raise a purse for you if necessary. Sicken!"

Ellsworth has resigned as assignee and an order was entered last Monday directing him to deposit all the moneys he had received in the Union Trust Co. He deposited \$20,000 there and Hackney's lawyer at once served an attachment, fastening it. Papers were served last week by R. Bamber & Co's lawyers for a motion to set aside the Hackney judgment confessed by Elwood. The hearing was for the 12th, but owing to Gen. Tracy's engagements the motion went over till to-morrow (the 16th). If Bamber & Co should succeed in this motion they would "knock the stuffing" out of Hackney but it is pretty safe to predict that this is a "forlorn hope." If they do not succeed, where are they? Echo answers, "gone up!"

To-day, Roger Bamber was examined as a witness by Horatio F. Averill, Hackney's lawyer, with reference to some 350 cheese stored in Roger's name on the day of R. Bamber & Co's failure. Roger testified that he did not know any thing about it until after the assignment. His son William told him that the carman "Tom" had the storage receipts. "Tom" has gone away probably for his health. Roger thinks he has gone up in Connecticut somewhere. He is expected back as soon as matters are "fixed up," the trucking business of the firm being at present quite dull. Thomas Bamber says he thinks of putting up his

shingle and doing a "strictly commission business" that his funds are getting low and he don't see any prospect of a speedy settlement. Robert turned up one day at Gen. Tracy's office and at William Crist's house but he has gone back again into his shell. The proceedings before the grand jury in Ellsworth's matter have been postponed till the last of this week, until they have acted on the cases of those in prison who are not able to procure bail. Elwood has gone home disgusted. I think it is safe to predict something pretty lively in the way of new proceedings this week.

SKIPPER.

all-hawk Valley Register
Nov 17, 1880

The Bamber Failure.

New York City, Nov. 17, 1880.

To the Editor of The Register:

The motion made on behalf of the Bambers and Elwood to set aside the confession of judgment by the latter to Hackney was returnable on the 12th inst., but owing to the engagement of Gen. B. F. Tracy in the Court of Appeals, the motion was adjourned until yesterday. It was then argued before Judge Donohue. Gen. B. F. Tracy and M. H. Dillenbeck, Esq., appeared for the motion, and ex U. S. Commissioner, George F. Betts, and Horatio F. Averill appeared to oppose. After argument Judge Donohue took the papers and reserved his decision.

On last Friday afternoon as Roger Bamber was about to leave the city by the Albany boat he was subpoenaed to appear at the Supreme Court chambers, in the Hackney cases, on the 15th inst., when he was examined. He testified that on the 9th or 11th of October about 350 cheese were sent to be stored in his name, of which he had no knowledge till the 12th; that the storage receipts were given to Tom Keenan, the carman of R. Bamber & Co., who left town the next day or so, and was paying a visit to his friends in Connecticut. Roger had, however, given an order to his son William for the storage receipts, and William was lucky enough to have obtained them from Keenan and showed them to his father as late as Saturday or Sunday evening. Hackney's proceedings were then adjourned to the 18th inst.

Lawyer Williams, Cashier Moffett and agent Winslow returned from Watertown yesterday and held another session before E. S. Dakin, Esq., as referee, to day, when Ellsworth was examined. He testified that he had deposited in the Union Trust Co.,

and also money for Connecticut bonds, \$2,000, which was the check of Seebor Lipe

That the Fort Plain check for \$2,000, left for collection, was the check of Seebor Lipe and this represents another \$2,000, which was formerly in the Mechanics Bank. He testified that he had received in all \$27,071.11, and that he had disbursed as follows:

B. F. Tracy	\$ 500
M. H. Halsebeck	505
Ridgway	35
Store, office, porters, book-keeper, etc.	1,000.25
	\$ 1,910.25

Balance	\$25,160.85
Less cash held in trust on acct of Gen. B. F. Tracy	5,139.10
On hand	\$20,021.75

He also testified that the book keeper had prepared a statement showing—

General Creditors	\$122,204.19
Secured	27,923.55
Preferred	19,000.00
Total indebtedness	\$169,127.74

Against this, to pay with, was—

Doubtful debts	\$ 50,300.25
Good debts	6,075.74
Butter and cheese sold to Charles W. Lipe	\$10,000 on demand, and \$5,000 at 60 days
Mortgage held by Fort Plain Bank on Elwood's property	25,000.00
Cash on hand	20,021.75
Total	\$105,357.16

Tomorrow testimony will be taken with respect to the naming of a new assignee in place of Ellsworth, resigned.

James E. Dewey, Esq., arrived in town to day. Also Smith Van Dusen and Byron H. Elwood. William H. Robinson, of Little Falls, and Orm Henderson, of Fulton, went home Sunday night, but will be here again to-morrow.

William Crist and B. Sharp saw Hackney last Sunday and proposed to have him meet Robert L. Bamber the next day, to which Hackney consented, provided his lawyer could be with him. The next point to determine was the place of meeting. Crist said it would be necessary for Hackney to take the cars at Jersey City and go out a certain number of miles, stopping at a water station, and then go across a field for about half a mile—"Hold on," said Hackney, "you have gone far enough; let Robert do the walking. I will meet him at his lawyer's office or my lawyer's office, the Pierpont House or the Astor House, and guarantee him against arrest for twenty-four hours." Alex. Smith, of Starkville, was present and vouched for Hackney and "fair play," and the arrangements were to be concluded Saturday morning, but Crist "did not come to the scratch."

Nearly all the books of R. Bamber & Co. are now at Dakin's office, but they are looked upon with some suspicion, by reason of their long exile—over a month in New Jersey.

ONE WHO KNOWS.

N.Y. Express Feb 3, 1880

The Democratic Union.

The Democratic Union of the city and county of New York has been reorganized with ex-Judge Josiah Sutherland as president; Messrs. August Belmont, A. J. Vanderpool, James S. Thayer, James C. Spencer, J. J. O'Donohue, John E. Devlin, Peter Bove, E. Elmer Anderson, A. S. Sullivan, and W. W. Macfarland as vice-presidents; John H. Harrett, treasurer; Robert C. Van Wyck, financial secretary; Augustus T. Docharty, recording secretary, and Ambrose Monell, corresponding secretary. Among the members of the Executive Committee are Messrs. John Hardy, George W. McLean, William Kennelly, George F. Laurence, H. P. Averill, John W. Browning, Vincent C. King, Douglas Taylor, George W. Wingate, John Mullity, Charles Price, Orlando E. Stewart, James McConnelli, and William McIntyre. The object of the union are the consolidation of the Democratic party.

A meeting of the Executive Committee was held last evening at the rooms of the union, at the corner of Twenty-second street and Broadway, to perfect the organization for the Presidential campaign. Judge Sutherland presided. The following committee was appointed to select a permanent president of the Executive Committee, to revise the by-laws if necessary, and to prepare an address to the Democracy of the nation: Luke F. Conans, Horatio F. Averill, James C. Spencer, E. Elmer Anderson, and John Hardy.

Another committee was appointed to make arrangements for a public meeting to be held on the 23d instant, at which the address to be prepared by the first committee will be presented. The committee is composed of James C. Spencer, O. B. Potter, George W. McLean, J. J. O'Donohue, Thomas Bove, Erasmus Brooks, John C. Devlin, Orlando E. Stewart, George F. Laurence, and John Hardy. The committee will meet at ex-Judge Spencer's office, No. 237 Broadway, at 4 P. M., on Friday next.

N.Y. Sun Feb 30, 1880

SEEKING PARTY HARMONY.

The Democratic Union Club Promises to Support the Cincinnati Nominee.

The Democratic Union Club held a meeting in their rooms last night, at which a number of new members were elected, among them Mr. Hugh J. Jewett, President of the New York, Lake Erie and Western Railroad, and Mr. John F. Carroll, Ex-Judge J. C. Spencer presided.

Mr. E. E. Anderson, Chairman of the Executive Committee, presented for adoption a series of resolutions. The two last resolutions are as follows:

"That the candidate for the highest executive office in the gift of the people should be a man whose convictions are well defined, his faith in and devotion to Democratic principles. He must be a man of sufficient nerve and courage to fully represent and defend the interests of the people and the rights of the States against the dangers of an ever-increasing centralization of power. And he must be one whose exalted patriotism and faith in the eternal and integral preservation of the union of these States as one people and one nation, endowed with all the powers conferred by the Constitution and all its amendments, shall be unquestioned. But above all things, his character must be absolutely free from and free from the suspicion of selfishness. An aspiration of wrong doing, whether well intentioned or not, is believed to be fatal success. Let the Convention nominate such a man, and the Democratic party will see to it that he be elected and shall be inaugurated."

"That it is the object and purpose of this Democratic Union to arrest the progress of the nation toward centralization in violation of the constitutional law, and to secure sound constitutional government by an honest and capable Democratic administration, and to this end to secure the nomination of such candidates by the national Convention for President and Vice-President as are hereby suggested."

And when that Convention shall have nominated candidates it will be the duty of this union to aid and advise their election and inauguration by all the means

within its power.

Mr. Averill suggested that the prescription of the resolutions in regard to a candidate is one which no candidate in either party would be able to fill.

Mr. Anderson replied that he knew of one man who would do so—a Democrat—one whom he had in mind when these resolutions were framed, but there was no use in nominating candidates now. It is the time to say it, he would spell the name of Horatio Seymour.

Ex-Judge Spencer spoke in favor of the resolutions. A protracted discussion ensued upon that portion of the resolutions pledging this organization to support any candidate nominated by the Cincinnati Convention.

Orlando E. Stewart protested that he could see no necessity for such a pledge in advance. If he were to subscribe to such a pledge he would feel himself bound by it, even if he knew that the person nominated was one who would dress himself in the suit of a man under one law, and in the suit of a man under another law. He thought it would be enough to resolve in favor of harmony in the State of New York.

Mr. W. Van Wyck wanted the word "such" introduced between "have nominated" and "candidates" in the last resolution.

Mr. E. E. Anderson hoped that would not be pressed, as that word "such" had already been fought over for ten days; whereupon the amendment was promptly withdrawn.

The resolution was adopted.

Mr. E. A. Van Wyck offered the following:

Resolved, That a committee of fifteen be appointed to confer with the Democratic organizations of the city for the purpose of securing, if possible, a united Democratic convention from each Assembly district of this city for the purpose of securing delegates to the National Convention to be held at Cincinnati on June 22, 1880.

Mr. Wm. J. King wished to know whether it was intended that this club should endeavor to have delegates of its own.

Mr. E. E. Anderson replied in the negative. He said that they wished to obtain the holding of joint primaries of the Democracy and procure harmony. He hadn't much hope of it, but still that was what was wanted.

The resolution was adopted, and the acting Chairman was authorized to appoint the committee.

Mr. Aug. T. Docharty offered the following:

Resolved, That the Executive Committee be authorized to organize branches of this union in any and all the Assembly districts of the city of New York.

Mr. Averill suggested that the resolution should read "in all if any," instead of "in any and all."

The resolution was adopted.

The acting Chairman named as the committee of fifteen the following gentlemen: E. Elmer Anderson, Orlando E. Stewart, John E. Devlin, Luke F. Conans, John Hardy, R. A. Van Wyck, A. J. Vanderpool, Erasmus Brooks, Bryan Kelly, Geo. W. Wingate, Aug. T. Docharty, Geo. W. McLean, John Hayes, Geo. F. Laurence, Horatio F. Averill.

Mr. Kane moved that five names unconnected with either party be added to the committee, which was carried.

Then Orlando E. Stewart proposed to ask the Chairman, "Why, he's Chairman of Tammany's Executive Committee?" explained a member.

"Indeed!" ejaculated the Chairman, with great astonishment.

Then, by nomination of members, the following five gentlemen were added to the Committee: Edward J. McGeehan, Nelson Smith, John E. Bosley, John Paine, and Thomas J. Barr.

Standing committees were appointed, and a public meeting ordered to be called.

A meeting of the Committee of Twenty-one was ordered for next Thursday afternoon.

Day Post Aug 9, 1880

—Sandlaks hotel proprietors report an encouraging increase in the number of guests during the past week. The Averill house under its new management is being particularly favored.

450 / Bath Star Aug 26. 1880

The Tally Ho!

As will be seen by the changed advertisement the trips of the Tally Ho Stage to Sandlake have been discontinued, but the Park Hotel, under the new and popular management, will remain open until October 1st.

SAND LAKE.

A team owned by Jas Mulachy, the auctioneer, ran away from the front of Gabler's hotel, yesterday, badly smashing the carriage and ruining the harness.

The Burden lake fishing is increasing wonderfully. Parties from different parts of the county visit the place daily who generally meet with success. Within the past week it is safe to say that over 500 persons have visited the lake, enjoying the sport of capturing black bass, pickerel and other fish too numerous to mention with which Burden and the other lakes in this vicinity have recently been stocked. Glass Lake abounds in young pike. Basses

has been refitted and painted to make room for his many guests.—Health, wealth and prosperity to Frank.

William Hutchinson, a discharged employee of the Park House, has the credit of curing the cloth on the billiard table Monday morning. We think him capable of the act after the pugilistic demonstration made on the female help after his discharge.

Milton Kittle, a rising young man and lawyer, of our town, is now making more than both ends meet, by doing the book keeping, corresponding, and shipping for Messrs. Kane brothers. A man in the right place

Miss Abbie Whitney, the youngest daughter of Rev. W. W. Whitney, pastor of the Olive St. E. Church, died Monday, August 21; funeral Wednesday, 23d. from residence, formerly Sandlake, now Averill.

The Rev. Mr. Ashley, formerly of Chatham, is to occupy the pulpit of the Baptist Church the following year.

The two sons of J. F. Akin were the recipient of a token of their love from their grand mother, Mrs. E. W. Davis, in the shape of a valuable time-piece. MIKE.

Park-Hotel-on-Sand-Lake.

Mr. WILLIAM DORLON, proprietor of the Mansion House, Troy, and the Glendon Hotel, Saratoga Springs, respectfully announces that he has this day become the proprietor of the above Hotel, where he will be pleased to see his old friends and the former patrons of this Hotel, who receive a cordial welcome and be entertained at reduced prices. P. O. address Averill, Kenesaw Co., N. Y. Dated August 2, 1880.

P. S.—Telephone in the Hotel, connecting at Troy and Albany with all telegraph lines.

Serious Charge Against an Ex-Stock Broker.

Ward K. Robinson and his wife Pauline were arraigned, charged with fraudulently disposing of mortgaged property. In August last they were living at No. 43 West Forty-seventh street, and procured a loan of \$2,350 from Oscar F. Templeton, of No. 21 West Forty-seventh street, as security therefor a chattel mortgage on "their furniture for the amount and interest. On attempting to foreclose on the mortgage, Mr. Templeton alleges that he discovered that the furniture had been removed and sold by the husband, Robinson, without his knowledge. Robinson and his wife were arrested at 115 E. Westchester county, by They were living in violation of the Court's order, which was Robinson was held in \$500 bail for trial on the charge of disposing of mortgaged property. Robinson was formerly a member of the police force.

Albany Morning Express
Aug 21. 1880

A Ride on the Tally-ho Coach—The
Luxury of a new Sensation.

To the Editor of the Albany Morning Express:

I have enjoyed a ride on the "tally-ho coach" from Albany to Sandlake. In the years gone I have ridden the elephant, camel, mule, horse, and well remember peculiar experiences in connection with the same. But it remained for a partial friend, who thought I would enjoy it, to invite me to join him on the tally-ho and ride from Troy to Sandlake. I said yes, and am glad that I did so, and feel to say to your readers, "Go thou and do likewise." In my journeyings in England it never fell to my lot to get a ride on a tally-ho coach, because railways were provided on all the routes I was called to travel, and so far back as 1851. So to ride on a genuine English stage coach—brought from London—did give me a new and pleasant sensation. The proprietors of the coach leaves the Kenmore Hotel at 7 o'clock A. M. and the Delavan coach at 7:10—20 minutes later. All told it will carry 50 persons, chiefly on the outside. It is not so pleasant to be inside unless it should be raining. Now we start; Gabriel blows his horn and away we go, as fast as our good horses can trot away with the heavy coach, weighing 2,500 pounds. High up you are and the dust must be dodged when Gabriel shouts "low bridge." At Troy Road, as a rule, is dusty, and I suggest to take the drive after a rain. Arrived at Troy, the local point of this enterprise, more passengers are taken in, and after a brief stay we are off for Sandlake, 10 miles away, over an excellent road. Passing through the villages of Albion and Wyanetkille, in two hours we reach Averill Park Hotel—well located for convenience and comfort and a little way from a pretty little lake, where boats may be found and fish more

speaking man by name Knowlson, the druggist of Troy, who seems to have this say, and from whose store the coach starts, said gentlemen, and he meant us all the time he was speaking. I am sorry to say you must vacate the seats you occupy and permit these ladies to take them; they engaged them here. Passengers from Albany? Well, hereafter we will see to it that from Albany seats may be secured for the trip through to Sandlake. Bessworth "looked daggers" at the party who ousted us and said to the agent, "I suppose I must conform to your request and change my base, but this I will insist on—I will not ride with my back to the horses, as it causes me to feel 'seaside,' and some prominent members of our family have died from this cause in the ages gone." Well, we took their seats, and scrutinized the party who had caused this great commotion. Four persons, every one of them a blessing in disguise; ladies truly so, each and all of them. We enjoyed their good company all the while, going and coming, and at the hotel. The intelligent old lady, Mrs. B.,—the sprightly maiden lady, Miss —, who told us stories in the Dutch and Irish dialect in a way worthy our remembering; Miss —, who played "chow clicks" on the piano, and Miss Nellie — what shall I say of her? Only this:—that she had the right to call me father, with her great eyes twinkling out love for me, that I feel sure will gladden some other favored one. As we journeyed the time passed quickly, filled with songs and stories and "Gabriel's Horn," "The Swain By and By," "Hold the Fort," "The Girl I Left Behind Me," all the hearty laugh and pleasant smile of "Gabriel," the pleasant driver, who knows all about driving four horses; could manage eight, I believe—all it is in our memory to abide "while memory holds her seat." Yes, we spent a day of delight, and hope to repeat it are long.

ALBANY, Aug. 20, 1880.

DELPH.

Chas. Jones Tarry 21, 1879

A SUIT BY GEN. HANCOCK.

A suit in which the plaintiffs are Major-Gen. Winfield S. Hancock, late wife, and daughter, and the defendants George W. Rand and others, proprietors of the St. Cloud Hotel, was before Judge Davis, Brady and Ingalls, in the General Term of the Supreme Court, yesterday, on an appeal by the plaintiffs. In November, 1875, Gen. Hancock and family went to live at the St. Cloud Hotel, agreeing to pay \$385 per month for board and apartments. A short time after the month Gen. Hancock made a contract with the defendants for board and lodging for himself, wife, and daughter at the rate of \$255 per month. This contract was not made until after the month of November, and the General's apartments in the hotel were entered three times by thieves, and robbed of articles worth \$1,000. The result of the suit was that the sum plaintiff is now suing. The suit was referred to Horatio F. Averill, who made a report against the defendants. The report was read, and the court made a contract with the defendants that their relations to him were changed, and they put off their responsibility with the plaintiffs until the next term. The court then adjourned until the next term, at his house. In other words, in the eyes of the law, they became mere keepers of a boarding-house, so far as Gen. Hancock was concerned, and were not liable for the robbery. The court previously held toward him. It was from the judgment founded upon this report of the referee that the appeal argued yesterday was made. Decision was

DEMOCRATIC UNION. AN ATTEMPT TO UNITE THE DEMOCRACY FOR THE COMING PRESIDENTIAL CONTEST.

A "Democratic Union Club" was organized in this city in 1861 for the purpose of thoroughly uniting the democracy of the State, and as far as possible of the United States. For four years it did its work well, but finally collapsed in 1865 through lack of interest and want of funds. About a year ago a movement was started by prominent democrats of this city to reorganize this club, and it so far succeeded that at the end of the spring of 1872 numbers of the Tammany and anti-Tammany democracy had joined the organization. Hardly had the club started on its way, however, before dissensions sprang up, and so bitter did they become in the fight for the gubernatorial nomination that a regular address, asking for union, which had been prepared for transmission to the democracy of the State, never left the hands of the officers of the association. After the last election many prominent democrats saw the folly of their party in helping to elect a republican Governor and State ticket, and in view of the near approach of the Presidential contest, they consulted together and came to the conclusion that the only possible way for the democratic candidate to win was by union of the whole party. They went to work and opened a correspondence with all the prominent democrats of this city—both Tammany and anti-Tammany—asking them to co-operate, and were fortunate enough to receive responses from fully two hundred persons belonging about equally to each party. It was then determined to reorganize the "Democratic Union," and a meeting was called for that purpose on January 23, 1872. It was held at the rooms of the union, corner of Broadway and Twenty-second street, and was well attended. The result of the ballot for officers was the election of ex-Judge Josiah Sutherland as president, August Belmont, A. J. Van-derpool, Edwin Ward, James S. Thayer, O. B. Potter, James C. Spencer, J. J. O'Donoghue, Thomas Boies, George T. Dwyer, John E. Dovelan, Erasmus Brown, John D. Crimmins, Peter Bowe, Luke P. Collins, E. Elery Anderson, A. S. Sullivan, W. W. McClelland as vice president, John H. Bennett as treasurer, Robert A. Van Wyck as financial secretary, Augustus F. Donnelly as recording secretary and Andrew Howell as corresponding secretary. Of these officers about ten are independent democrats, seven profess allegiance to Tammany Hall and the balance are believers in anti-Tammany. Besides the above an Executive Committee of sixty was elected, among whom are John Bandy, George W. McLean, Wilbur L. Kane, Hyman Bulley, Richard Field, John D. Townsend, Joseph P. McDonough and Isaac Sommers, representing the opposition to Tammany; William Kennedy, John W. Munnings, Joseph L. Stein, J. J. Traynor, Vincent C. King, D. M. Donagan, Samuel G. Courtney, William H. Scott, Andrew Alving, Charles Fries, W. Y. Kirk and William McIntyre, representing the Wigwag, and Isaac H. Torrell, George F. Laubach, L. E. Robinson, John Hayes, H. F. Averill, E. J. Nairn, A. French and Charles H. Bandy, representing the independent democracy.

THE OBJECT OF THE ASSOCIATION.
As stated by several of the leaders yesterday the object of the organization will be to accomplish the permanent and effective union of democrats. The organization is simply and solely in the interest of democratic harmony throughout the State and country. It intends to be hostile to no pre-existing or contemplated organization in the least, and its purpose is to bring men together, to the end that those who think substantially alike in regard to great measures of government unite, and who desire to maintain principles stand upon the love of country and respect for all that tends to its purity and prosperity may act together. It is the determination of the union to support the nominees of the National Democratic Convention, wherever they may be, and it is their intention to go to work immediately and endeavor to persuade democrats in all other parts of the State and country to make the same resolve. To-morrow evening the Executive Committee will meet for organization, and committees on finance, printing, meetings, correspondence, &c., will also be organized. An address will soon afterward be prepared and sent to prominent democrats throughout

the State asking them to form branch organizations, and it is expected that many of these will spring up, as forty different clubs have already responded favorably. Pamphlets containing democratic doctrine will be distributed among democrats in every State and the necessity of reunion will be strongly set forth. On the night of February 22 (Washington's Birthday) the first public meeting will be held at the club room, and it will be addressed by some of the most prominent democrats of the country. These meetings will be continued weekly until after the Presidential election, and already hundreds of eminent speakers have been engaged to denounce the evils brought upon the country by the republican party. It is also intended to hold similar meetings in all sections of the State, for which speakers will be provided by the union.

NY South June 26/1880
TOO INQUIATIVE BY HALF.

Leonard Ellis Charged With Prying Into Another's Correspondence.

The examination in the case of Mr. Leonard Ellis and Mrs. Leveridge, charged with opening the letters of Dexter B. Goff with a view of prying into his business, was concluded yesterday afternoon before United States Commissioner Dwell. The complainant, Dexter B. Goff, who was recently liberated from Ludlow Street Jail, where he had been imprisoned on civil proceedings touching the spiriting away of a valuable horse, was examined at considerable length. In regard to the envelopes which were directed to himself, Mr. Ellis, Mr. McCabe and Mrs. Leveridge, the night prior to his brother's departure for Europe, and which were placed in Dr. Goff's satchel, witness seemed to remember very little of the conversation which took place among those present, and which has already been testified to concerning the understanding that the letters were to be opened by either one of those interested in the business and without regard to the address. He testified that on one occasion he opened a letter addressed to Mrs. Leveridge, at which she was very angry and threatened his arrest, but he asserted that it was a mistake. On cross-examination witness admitted that he had Ellis arrested to revenge himself, as he thought Ellis had been the cause of his arrest. The prosecution allowed that the opening of letters addressed to Goff occurred after the publication of a notice of the dissolution of the Paracorum Company. Counselor Averill and Commissioner Betts appeared for Mr. Ellis, and Colonel Rice and Mr. Betts on a motion to discharge the accused, contended that when letters had been properly delivered to the place to which they were addressed, the functions of the Post Office Department in regard to such letters was at an end, and that the letters were beyond their control. Decisions on this point by Chief Justice Nelson and those were quoted by the counsel. Commissioner Dwell reserved his decision.

NY South July 7/1880

LETTER CARRIERS' DUTIES.

THE AUTHORITY OF THE POST OFFICE OVER LETTERS DEFINED.

Commissioner Dwell Decides That When Letters Have Been Delivered the Federal Jurisdiction Ends.

Some time ago, at the instance of Dexter B. Goff, who at that time was a prisoner on a civil writ in Ludlow Street Jail, Mr. Leonard Ellis, of the firm of Ellis & McCabe, large milk dealers in the upper part of the city, and Mrs. Belle Leveridge, were apprehended by Special Agent Tibbalt, of the Post Office Department, charged with violation of the Postal Law, in breaking open Goff's letters and tampering with his correspondence, with a view of prying into his secrets. Mr. Goff, and his brother Dr. Goff, were the owners of a valuable horse medicine, the recipe for which had been requested to them by their father,

In order to push this medicine on the market, Mr. Ellis and Mr. McCabe advanced them money to the amount of about \$5,000, when it was talked of making a stock company of the concern. Ellis and McCabe to take out the amount of money they had invested in the business in stock; but this arrangement the brothers were opposed to and were in favor of beginning *de novo*. Then Dexter B. Goff became involved in a horse transaction with Mr. McCabe, spiriting away a valuable animal belonging to the latter for the recovery of which legal proceedings were instituted, and Mr. Goff found himself in Ludlow Street Jail.

In the mean time Dr. Goff had gone to Europe to place their medicine upon that market, it being understood before he went that any letters that might be sent to their headquarters should be opened by whomsoever was present that had an interest in the concern. It was while Dexter Goff was confined in jail that he brought the charge against Mr. Ellis and Mrs. Leveridge, the latter being a personal friend of his brother, and who, in a measure, looked after the business in their absence, opening and answering letters. After a lengthy examination extending over several weeks, United States Commissioner Dwell, before whom the case was heard, rendered the following decision yesterday:

The defendants are charged with having taken from a letter carrier letters addressed to one D. B. Goff, with intent to obstruct his correspondence and pry into his secrets. The evidence shows that said Goff had been for some time interested in a business, carried on at No. 103 East Twenty-seventh street and received his letters there. Some weeks prior to the complaint in this case Goff had been arrested by the sheriff of the County of New York on civil proceedings and remained in the custody of the sheriff until some time after the examination herein had commenced. Letters continued to come for him and were delivered by the carrier at 103 East Twenty-seventh street. Some came while he was in jail and were forwarded to him there by a messenger.

Against their delivery at the above place he uttered no protest. He gave no directions to the Post Office officials concerning the same, but permitted his letters to be left there without complaint. This must be construed as an acquiescence on the part of Goff that No. 103 East Twenty-seventh street was the proper place to leave letters addressed to him, and that the parties there were authorized to receive them. The fact that the letters in question were not addressed to said number cannot change the aspect of the case. Letter-carriers accustomed to deliver an individual's mail at a certain number on a certain street, finding that there was one at a different number, whether by mistake or otherwise, would not be justified in refusing to deliver at the proper place.

From all the circumstances, therefore, it must be presumed that the letters were properly delivered when left at 103 East Twenty-seventh street. That they were opened by some person or persons unauthorized there does not seem to be a doubt. The only sanction for the purpose of showing authority to open Mr. Goff's letters went only to show authority to open such letters as came to him from a brother or relative in the business which were presumed to be business letters in which all were interested. But when opened by the accused, and if so, with what design, together with many other questions it is unnecessary to consider. The letters being properly delivered the jurisdiction of the United States ceased, and the defendants are entitled to a discharge.

Transferring Excise Money.

Justice Donohue has granted an order directing J. Nelson, Deputy City Chamberlain, to transfer \$12,000 of excise money now in his hands to J. Sanford Peter, the receiver and trustee of the same deposited by applicants for business whose applications were refused by the Board of Excise between May 1, 1870, and December 22, 1877, and was deposited with the City Chamberlain by Owen Murphy, then Treasurer of the Excise Fund. Justice Donohue's order further directs that after the sum is paid to Mr. Peter the city shall be discharged of all liability on account of it.

Starry Evening, July 14, 1879

SAND LAKE.

And a Visit to Adam Blake's New Country House, the Averill Park Hotel.

The town of Sand Lake lies a little south of the centre of our neighboring county of Rensselaer. Its surface is mountainous in the east and hilly in the west. Perigo hill in the northeast corner is nine hundred feet above tide-water, and Oak hill, near the centre, is but little less in height. Wyant's kill flowing northwest through the centre, and Tateswasa creek, in the east, are the principal streams. Along the valley of these streams are several fine lakes, the principal of which are Sand, Glass, and Crooked lakes, and Big Bowman's pond. Three-fourths of a mile east of West Sand Lake is a chalybeate spring. There are several neat and pretty little villages in the town: Sand Lake with a population of about 500, West Sand Lake with 215, Sitter's Corners with 120, and Glass House with 200 inhabitants. This last named place was formerly the seat of an extensive glass factory, and was called Rensselaer Village. The company was organized in 1806, and incorporated in 1806, but was discontinued in 1852. The settlement of the town began before the revolution, and a grist-mill was built at West Sand Lake as early as 1769. A railroad from Albany to Sand Lake, and thence eastward has been proposed, but nothing has been done toward its construction, and there is no prospect that for many years to come the beautiful that for many years to come the beautiful the landscape of this sequestered region will be disfigured by embankments and cuttings, or the echoes of its picturesque hills be disturbed by the shrieks of the locomotive. It is at Sand Lake, ten miles from Albany, and equidistant from Troy, that Adam Blake has fitted up one of the most delightful country hotels imaginable—Adam Blake of Albany, who now keeps the new Kenmore house in this city, formerly kept Congress hall, and is recognized, by all the people of this state and the rest of mankind, as one of the few men who know how to keep a hotel—one of the few men whom Nature has pre-eminently endowed with all the qualifications of excellence in his vocation. The Averill Park hotel at Sand Lake was opened on the 25th ultimo, with entirely new equipments in every department, and is thoroughly clean, fresh and bright. It stands in a park of forty acres, seven hundred feet above the waters of the Hudson, surrounded by beautiful lawns, large shade trees, and beautiful groves, with fine orchard and fruit and vegetable gardens, and is but a few hundred yards from the Sand Lake, where good boats and fishing tackle and attentive boatmen are supplied. In the midst of the lovely and secluded region above described it is a paradise, to which our braced citizens with their wives and children—their sisters, cousins

ex. y. Herald cov 23.1880

The defense is that the time defendant obtained the bonds they were comparatively worthless and the company was embarrassed; that he got the bonds for the purpose of using them, as far as they were worth, to secure the loan, in keeping the company afloat, and that they were given to him with the knowledge and consent of Dr. Burchard; that defendant failed in his efforts on behalf of the company, and the mortgage on the company's property was foreclosed and its property sold. The defendant also claims that the time defendant obtained the bonds was in the latter part of 1901, and that the case is still pending in the United States district court at St. Paul, Minn., where it was first tried, and that Henry Arnoux, and the defendant by Messrs. Horatio F. Averill and W. T. K. Milken.

N.Y. Herald Feb 7, 1886

AYERHILL-DAVIS.—At Warrenton, Pa., on February 4, 1880, by Rev. Dr. Ryan, JAMES K. AYERHILL, of New York city, to JENNIE H. DAVIS, only surviving daughter of the late John F. Davis, of Warrenton, Pa. No cards.

[illegible][illegible][illegible]

Mr. Starin, who is out of town, is said to be a candidate for re-nomination by the Republican party as Congressman from the Twentieth District including Montgomery County. A nomination by his party there is equivalent to election, when there are no public disturbances. In troublous times a large element of doubt and anxiety enters into a political campaign, and a candidate for Congress particularly is not certain of his election until the ballots are counted. The anti-renters are a recognized political force in the disturbed district.

Now, we will say, dare to assert, on Mr. Rhodes's authority, that he has not promised to appoint "James K. Averill, Mr. Wooster's law partner, as his assistant"; and, furthermore, that in no event will Mr. Averill be appointed. Now, will the Times say, not on its own authority, for that is an unknown quantity, but on the authority of Mr. Foster, that if he shall be elected he will not appoint Mr. Wooster his assistant? The Times has denied the report that Mr. Foster intended to make this appointment, but Mr. Foster has himself steadily avoided making such denial.

56/ Troy Times Oct 15. 1878

The Democratic County Convention—Rhodes Nominated for District Attorney—A Solemn Time.

The Democratic county convention, a very tame affair, by the way, compared with previous efforts of the county Democracy, was called to order this noon at Rand's hall by S. O. Gleason, chairman of the county committee, who nominated Paul Springer as permanent chairman. Mr. Springer was elected, and James F. Cleary, C. R. DeFreest and John S. Cronin were chosen secretaries.

ROLL OF DELEGATES.

The following roll of delegates was then called:

First ward—John F. Kelly, Thomas Galvin, Kyron Poley, Michael A. Tierney, Christopher McCortrey.
Second ward—Patrick Roddy, William Dempsey, Charles Lynch, Bernard Barry, James Casey.
Third ward—W. W. Willard, C. R. DeFreest, J. H. Ingram, John F. Ahern, Thomas A. Dolan.
Fourth ward—Richard Kelly, Andrew Forrest, P. O'Brien, M. Cavanaugh, M. Ryan.
Fifth ward—John Markham, J. J. McCormack, John Mullen, Joseph McDonough, R. P. Higgins.
Sixth ward—Martin Donovan, Edward McNamee, Peter Daly, Patrick Baker, Thomas Canning.
Seventh ward—Michael Allen, Patrick Fogarty, Edmund Fitzgerald, Matthew Mooney, John H. O'Brien.

Eighth ward—Edward Flannery, John Sheehan, Patrick Cary, Bryan Sheehan, Thomas Robinson.
Ninth ward—Patrick P. Connolly, Innocent Byron, John E. Donohue, Augustus E. Quinn, Philip Maher.

Tenth ward—John H. Gleason, Patrick Broderick, Michael Donovan, Walter N. Thayer, Thomas Foley.
Eleventh ward—Michael Spellissy, Edward Daley, Charles A. Kilfoyle, James Ryan, John Lynch.
Twelfth ward—John J. Evers, Dennis Miller, sr., Thomas Bearton, J. J. Morris, James O'Sullivan.
Thirteenth ward—A. J. Galligan, John Lacey, John M. Galligan, William Doyle, Thomas Cullen.
Lansingburgh—Daniel Connolly, Isaac L. Van Vost, Francis McCabe, Thomas C. Dunn, John Graham.

Greenbush—Edgar Siler, James Craver, William Clark, Michael Vaughn, Christopher Riley.
Grafton—R. P. West, C. B. Dunham, Wm. Lampshire, Peter F. Bonesteel, Richard McCormack.
Pittsford—Leonidas Barry, Nathaniel Cottrell, Adam Yahn, Nathan Cottrell, Clarence E. Akin.
Schaghticoke—John Downes, Andrew Sipperly, Jacob A. Diver, Edward F. Frost, Merritt C. Cook.
Hosick—Gideon Reynolds, James Bray, John Cahill, James Delaney, Michael Boland.
Petersburgh—S. Edgar Reynolds, Geo. Rosenberry, D. E. Holmes, Merritt Armby, Wm. H. Babcock.
Berlin—Albert Hull, Israel Barber, Schuyler Hull, James H. Irwin, Hiram P. Babcock.
Berlin—Abram Bulson, D. N. Van Pelt, Paul Springer, O. A. Winslip, Reuben Simmons.

East Greenbush—William Clark, E. S. Siler, Albert P. Traver, C. W. Rice, Michael Vaughn.
Poestenkill—Wm. Snook, Leonard Lynd, John Ott, Jacob H. Springer, Charles Barber.
Sandlake—A. J. Smart, Jacob Shears, Jonathan Hurd, N. T. East, James Cotton.
Schodack—J. V. D. Witbeck, W. P. Smith, John M. Green, W. G. Miller, L. N. S. Miller.
Stephentown—Spencer Brown, Levi Moore, A. J. Clark, Fidel M. Tooley, Simon Arnold.
Greenbush—John J. Cassin, Thomas J. Neville, Hugh Riley, William McGarry, John Russell.
Nassau—James Van Albin, Frank Larkin, W. E. Williams, Landon Larkin, Barney C. Strall.
North Greenbush—Dennis Wolcott, J. S. Wolfe, John A. Ulme, William Bloomingdale, C. C. Phillips.

The roll having been accepted, John J. McCormack of Troy moved that each delegate rise in his place and name his candidate for district attorney as his name is called.

S. Edgar Reynolds of Petersburg addressed the convention before Mr. McCormack's motion could be put, and moved the unanimous nomination of La Motte V. Rhodes.

Harris B. Howard of Schodack objected, and urged the nomination of James K. Averill, claiming that if Mr. Rhodes was counted out three years ago, as his friends allege, he might be again, and it would be better to select a new candidate this time. Mr. Howard's friend Mr. S.

fort was not very well received, Mr. Rhodes appearing to have the call in the convention, and his remarks were not nearly as heartily applauded as were those of Mr. Reynolds.

A. J. Smart of Sandlake, acting in behalf of Mr. Averill, withdrew his name from the convention, Mr. Howard's speech evidently having been a fruitless undertaking. Mr. Howard then as if desiring to "square" himself with his Democratic friends moved the unanimous nomination of Mr. Rhodes, and it being seconded, was put and declared carried—thus disposing of the district attorney matter in very short order.

CORONER.

Mr. McCormick then moved that the convention proceed to nominate a coroner by viva voce vote.

Mr. Evers of the ninth ward moved that a formal ballot be taken.

The roll was called—the vote being in favor of balloting 88, viva voce vote 87.

The question was decided in favor of a viva voce vote.

Mr. Evers nominated James Mackey for the position of coroner.

John H. O'Brien, in a prepared speech, nominated Michael Conway.

The roll was then called, the vote resulting as follows: Whole number of votes cast 134, of which Michael Conway received 105, James Mackey 29.

The nomination of Mr. Conway was made unanimous.

MR. RHODES NOTIFIED.

John H. O'Brien moved that a committee of three be appointed to notify Mr. Rhodes of his nomination.

The motion was carried, and John H. O'Brien, A. J. Smart and Edgar S. Reynolds were appointed as such committee.

JUSTICE OF THE SESSIONS.

The convention decided to nominate justice of sessions by a viva voce vote, the vote being 37 for and 87 against the ballot.

Harris B. Howard nominated Peter S. Miller of Schodack, Walter N. Thayer nominated Luke Slade of Greenbush.

Mr. Kilmer nominated William Snook of Poestenkill. Hiram Phillips of Grafton, Michael Conley of Greenbush, Thomas C. Davenport of Lansingburgh and E. F. Fort of Hosick were also nominated. The vote resulted in the nomination of Mr. Slade.

Mr. Rhodes was then introduced and addressed the convention.

Oct Herald June 15. 1879

A LAWYER'S CLAIM ON THE EXCISE FUND.

A motion for an extra allowance to H. P. Averill, one of the lawyers who appeared in the cases commonly known as the "excise suits," and which were brought to compel a distribution of that portion of the excise moneys which Owen Murphy was kind enough to leave behind him on his late trip to Canada or elsewhere, came up yesterday in Supreme Court, Chambers, before Judge Donohue. All the other lawyers in the cases were on hand, bristling with opposition to the motion. Mr. Denis A. Spellissy moved to dismiss the proceeding for non-compliance with certain requisites of practice under the new Code. The Corporation Counsel, on behalf of the city, wanted more time to prepare affidavits, the moving papers having been served upon him only the previous afternoon. The Court suggested that an adjournment of the motion would meet the views of those hostile to the granting of the allowance, whereupon Mr. Spellissy withdrew his motion and the hearing was set down for next Saturday at half past ten o'clock A. M. Meantime, while this wrangle is pending in court as to the payment of allowance to counsel, none of the money left after the flight of Murphy which was paid to the Excise Commissioners on applications for licenses, for which receipts were given with promises of future license, has been returned to the liquor dealers, excepting 10 per cent. The moving affidavit says there are still \$29,000 of the fund left.

Oct. 4. Herald Oct 17. 1878

THE COURTS.

An Ambitious Hotel Keeper and His Surety Come to Grief.

LEX TALIONIS.

A Jury's Estimate of Damages for a "Pulled Nose."

Oris S. Spencer is the owner of the building known as the Atlantic Hotel, at Watch Hill, in the State of Rhode Island. In May last one Edward M. Parker applied to him in the city of Providence to rent the hotel for the summer months. At that interview Spencer says Parker represented to him that he was a man of means and responsibility; that he owned no debts whatever, was the owner of a large brick house in Philadelphia, which was bringing him large returns of rent, had had experience in keeping six or seven hotels, was a good hotel man and always paid his bills, and in addition to all this would give his friend Regny Allen, of New York, as security for the rent. The proposed party was found at his residence in Hudson street, in this city, by Mr. Spencer, who he informed that he owned in his own right a house and two acres of ground at New Hamburg, in this State, which he used as a country residence for his family, and that he owned a handsome dwelling at Elizabeth, N. J., near which he also had a brick manufactory. To confirm his representations he incidentally pointed to two pictures hanging in the room as those of the houses of which he had been speaking. Spencer was satisfied, and going his way put additional furniture into the hotel to the extent of \$800, and then leased it to Parker for the season for \$1,000, taking also as security on the lease. Parker continued in possession until early the middle of September, when he voluntarily abandoned the premises, owing it as alleged, \$1,000 on account of rent and a long list of accounts for supplies. His landlord feared that he was in this city negotiating for a Florida hotel for the winter and came here to try and recover the balance of his rent from him or his surety. At first he was unable to find him, but he finally found many of his creditors. "The search for the surety was for a time unsuccessful and annoying. At his first interview with the latter, before making the lease, he received from him a card with the address No. 1228 Broadway and No. 25 East Seventh street, and on which he designated himself as being the "general selling agent" of the "New York and Newport, Nova Scotia, Newfoundland and Atlantic Company." At none of these addresses could he be found, however, and Mr. Spencer learned sufficient to satisfy himself that the residence, brick yards and income of Allen were myths. Inquiry was satisfied him that the representations of Parker, the principal in the lease, were equally without foundation, and that both had been made to him with the sole intention of deceiving him, and of inducing him to execute the lease of the hotel, and to cheat him out of the rent. Upon an affidavit of which the foregoing forms the substance, supported by others to the effect that Parker had previously owned such property as they represented, Mr. Horatio E. Averill, counsel for the landlord, applied to Judge McAdam, in the Marine Court, for a writ of order of arrest against both. The writ was granted, but there being used at \$250, and the Sheriff having succeeded in finding both defendants, has led them in Ludlow street Jail.

Troy Times July 14. 1880

A Daniel Come to Jugment.

A rival of Sancho Panza, as governor of a province, has arisen in Sandlake, and his name is Cook. He holds the responsible and lucrative position of justice of the peace, and evidently imagines that he has jurisdiction over everything except the birds of the air. Some time since, it is alleged, he issued a bill of divorce and personally divided the property of the contestants; charged the town 50 cents for settling a dispute between a Dutch shoemaker and wife; appointed two postmasters for the town of Averill before any postoffice had been established there; and built in his mind several narrow gauge railroads from Sandlake to Troy and Albany. This proves that Mr. Cook is both an enterprising and versatile, but on Sunday even his warmest admirers were compelled to acknowledge that they had never fully appreciated his marvelous inventiveness and facility of resource; and with one voice they exclaimed, "Great is Cook of Sandlake," as they read in the village postoffice the following notice, prepared and posted up by this remarkable official:

Whereas, The desecration of the Sabbath by drunken fights, swearing and yelling is becoming so common in Sandlake as that this village has nearly become the devil's den on that day, while adjacent towns are pointing the finger of scorn at us; therefore the undersigned justice of peace, in obedience to his oath of office and the numerous complaints made to him by many citizens, has determined at all hazards to execute the statute law in regard to the observance of the Sabbath, and to the command of the state of New York, "viz: James G. Payne, Frank Peck, Alfred Horton, Sydney Taylor, Pierre Kane, Alfred Carman, David Taylor, John Taylor, Fred Griggs, Willard Griggs, Edward Hatch, James Nash, James Whelan, to be ready in their hidden places every Sunday afternoon, 5 P. M., fully prepared to defend their persons and assist the officers of the law in making any arrests. Any refusal to act will be lawfully dealt with by H. A. Cook, Justice.

The persons thus summoned to do or die are anxious to know who is to pay them for their services, and refuse to act until their curiosity on this point is gratified. The difficulty might be overcome by the issuance of flat money bearing the portrait of "Judge" H. A. Cook, and being redeemable in the "sweet by and by."

Troy Times Dec 16. 1880

Items from Sandlake.

Last evening Mr. Charles Cipperry and Miss Susan Jenkins were united in matrimony by the Rev. J. H. Ashley. This is the first marriage ceremony performed by Mr. Ashley since coming to Sandlake. Mr. James K. Averill has purchased the old Berchard farm on the north side of Sandlake. He intends to lay out a mile race track and build an elegant club-house on the place to be ready for occupancy next summer. Fronting on the lake, he will lay out the land in building lots—Manning Berchard, aged 17 years, employed in A. B. Knowlson's mill, died Monday and was buried yesterday. The employees of the mill attended the funeral in a body. The Rev. Mr. Whitney conducted the funeral services. The choir, under the direction of Prof. Whyland, sang beautifully. Mr. Henry Burns has adopted a child.

581 N.Y. Star Oct 29, 1880

One of Mr. Grace's Accusers.

To the Editor of The Star:
I notice in yesterday's Tribune the name of a certain man in the attack upon Mr. W. R. Grace, and his connection with the Continental Life Insurance Company. This man is a lawyer who makes it his business to hang around collapsed corporations, and by some means, fair or foul (I don't know which), becomes counsel or attorney for share or policy holders. He was connected with some crooked business some years ago, for which he had to abscond. You can get further facts from Mr. McBurdy, the President of the New York Life Insurance Company at the corner (southeast) of Liberty and Broadway, whose father was, I believe, a victim of this man Averill. I send you this thinking it might be of value in showing up the character of at least one man who is making these attacks upon our candidate for Mayor.
New York, Oct. 28.
J. M.

N.Y. Star Nov 2, 1880

Reformer Averill.

To-day's STAR perceived a letter signed "J. M.," headed "One of Mr. Grace's Accusers," and referring to a lawyer named Averill. I wish to ask if this is the same Averill who, when the Excise men were cheated by Owen Murphy, were placed in the hands of a revolver, sent men round to the said dealers who induced them to appoint him (Averill) their attorney to collect the said money? Mr. J. Sandford Potter paid him 30 per cent. for each dealer who paid \$75. This amounted to \$22.50 each, of which the dealer received but \$10. Mr. Averill kept the Excise share, or \$12.50 for his services in collecting the money from Mr. Potter, whose office was only over the way from his own in Broadway.
Oct. 23, 1880.
ANOTHER J. M.

N.Y. Star Dec 23, 1880

"ONE OF MR. GRACE'S ACCUSERS."

A communication from some correspondent signing himself "J. M.," with the above heading, appeared in our columns on Oct. 23, last, and again, on Nov. 2, 1880, another communication appeared signed "Another J. M." In both of which reflections were cast upon a "Mr. Averill," a lawyer of this city.

We did not at the time associate this "Mr. Averill" (no Christian name or initials being given) with Horatio F. Averill, Esq., or the communications would not have appeared in our columns. In the hurry and excitement of an active political campaign it is not always that we can discriminate with the precision which is ordinarily exercised.

Our attention has just been called to the matter, and we cheerfully make the correction. We would do no more the slightest injustice knowingly.

Mr. H. F. Averill is well known in this city, having been a resident here for nearly thirty years, as an able, painstaking and honorable lawyer, enforcing a very large and lucrative practice at the bar. He has been connected with very many of the most important cases in our courts, and his reputation is that of strict fidelity to his clients and an unusual amount of perseverance and industry.

Mr. Averill was a policy-holder himself in the Continental Life, and as an attorney, represented several others, and instituted some legal proceedings during Mr. Grace's term, as Receiver, the papers relating to which are on file in the court; but he never took part in the campaign to insure Mr. Grace in the slightest manner, and as the

contrary, supported and voted for him and for the entire Democratic ticket.

As respects the recovery of money deposited during Owen Murphy's term of office as a member of the Excise Board, we are assured, after inquiry, that Mr. Averill's connection with that matter has been entirely honorable.

NEW YORK HERALD

NEW YORK, WEDNESDAY, NOVEMBER 21, 1877.

MAJOR GENERAL HANCOCK has been beaten in a suit the result of which is of general importance to hotel keepers. The action was brought to recover the value of three thousand dollars' worth of jewelry stolen while he was living at a hotel in this city. Having made a contract for board it is held that he was not a guest but a boarder, which released the hotel proprietor from all responsibility.

GENERAL HANCOCK'S JEWELS.

HE FAILS IN A SUIT FOR PROPERTY STOLEN AT THE ST. CLOUD HOTEL—A "BOARDER'S" RISK.

A suit has just been concluded by a decision of the referee which involves not only the loss of over \$3,000 worth of the family jewels of Major General Hancock, but also a very important question of law covering the extent of the responsibility of a landlord of a hotel for the loss of property belonging to his guests. In November, 1874, General Hancock applied to the Messrs. Knud, proprietors of the St. Cloud Hotel, for rooms and board for himself and family, consisting of himself, wife and daughter. The result was an agreement for the use of certain rooms until the following summer (unless sooner ordered away on military duty), together with board from the restaurant, at the rate of \$35 a month, or, if the General should elect, the use of the same rooms at \$26 a month, he to pay extra for each meal as he chose to order from the restaurant. From the 11th of November, 1874, to the 15th of June, 1875, the General occupied the rooms, the first night under the first alternative of the agreement, and the remainder under the second. The price, it is claimed by the Knuds, were lower than the usual rates charged to travelling guests. While a boarder or guest under the foregoing contract the General and members of his family had jewelry to the value of about \$3,000 stolen out of their apartments. Subsequently suits were brought against the Knuds to recover the value of this property on the ground that under the Hotel law they were responsible for the loss. Two of these suits were brought in the name of the General, one personally and the other as administrator of his daughter, Ada E., who had died subsequently to the robbery, and the third suit was in the name of his wife, Almira Hancock. The referee set up in each action was that if such loss did occur and the property was of the value claimed by plaintiffs the defendants were not liable because of the neglect of plaintiffs to deposit the property in the hotel safe and also on the further ground that plaintiffs were not guests within the meaning of the Hotel law, but were permanent boarders, for whose losses defendants were not responsible.

THE LOST JEWELS.

Among the articles of jewelry identified as having been stolen was a diamond cross valued at \$500; diamond earrings with vital centre, suspended from a chain with enamel settings, valued at \$716; a brooch and two thousand earrings, earrings, about seven valued at \$150; two gold bracelets valued at \$716, and a gold watch for the neck, valued at \$200. To these

were added a watch, gold buckles and slings, the General's military and society badges and numerous other articles. The robbery took place while the family was absent at the theatre, and the theft was supposed to have entered through a back window.

The referee appointed by the Supreme Court, Mr. Horatio F. Averill, decides in favor of defendants, and in effect every hotel landlord in this State as well as those who accept accommodations from them. In his opinion rendered in the case, after minutely sifting the evidence, he proceeds to say:—The case and being sufficiently proved. The preponderance of evidence in the rooms occupied by General Hancock and his family, and the defendants have not succeeded in proving that either of the plaintiffs had actual notice that a safe was provided in the hotel for the safe keeping of money, jewels or valuables. In the case of General Hancock and his daughter, it is shown that a safe was not, in my opinion, a safe, as it was not kept in the safe provided by the innkeeper, but in a closet and locked and guarded by a watch, chain and lock, and being articles—a bag, which are of value and necessary to the comfort and convenience of the guests, which are usually carried and worn and part of the ordinary apparel and outfit. *Howell vs. Leland*, 43 N. Y. 539; *Allen vs. Ledy*, 30 Barb. 20; *Bernstein vs. Sweetser*, 13 and 34 P. 211.

THE main question which these give rise to and the only one which remains to be decided is whether under the special agreement made between General Hancock and the defendants, the plaintiffs in these *Howell vs. Leland*, 43 N. Y. 539; *Allen vs. Ledy*, 30 Barb. 20; *Bernstein vs. Sweetser*, 13 and 34 P. 211, the plaintiffs are bound to deposit their valuables in the hotel safe, or are at liberty to keep them in their own possession. The Court says:—"In a boarding house the contract is for an express contract, at a certain rate for a certain period of time, but in all cases there is no express engagement, the guests being on their business upon an implied contract. The principle is the same simply extended by other authorities. *Howell vs. Leland*, 43 N. Y. 539; *Allen vs. Ledy*, 30 Barb. 20; *Bernstein vs. Sweetser*, 13 and 34 P. 211; *Wintermute vs. Alb. N. S.*, 34; *Wierwille vs. McCreedy*, 34 How. 47; *Bennett vs. Dill*, 20 Ter. 271; *Hanning vs. Weir*, 4 Thomp. 140. If the guest and innkeeper enter into a special agreement to be a guest and become a boarder, as in *Howell vs. Leland*, 43 N. Y. 539; *Allen vs. Ledy*, 30 Barb. 20; *Bernstein vs. Sweetser*, 13 and 34 P. 211, in a boarding house, and the guest is not a boarder, but a guest, the innkeeper is not bound to deposit the guest's valuables in the hotel safe, but is bound to deposit them in the guest's own possession. The main facts as above stated in favor of the plaintiffs, that were in the special agreement above mentioned, they were not the guests of the defendants, but only boarders, and therefore that the defendants were not liable for the losses sustained, no proof having been offered that the defendants were guilty of gross negligence. The defendants are therefore entitled to judgment.

The suit has been fought with great persistency before the referee by General McManus on the part of the plaintiffs, and by Barton, Knox & Gray on the part of the defendants.

The Greenback Democrat Sept 18, 1878

JAMES K. AVERILL.

The prominence with which the name of Mr. James Knox Averill is being mentioned in connection with the Democratic nomination for the office of District Attorney for Rensselaer county at the ensuing election, has induced us to make some inquiries concerning his record.

Mr. Averill was born at Sandlake, in this county, on the 12th day of October, 1846, and is therefore in his thirty-second year, and still a bachelor. He is the son of the well-known Major James G. Averill, so amusing with his songs and the "Dutch story" in the old days of "general training," who is still living at the age of 75, and whose golden wedding was celebrated last Fall. The mother, now in her 70th year, and still living, was a daughter of the late Clement Sliter, one of the pioneer settlers of Sandlake, after whom "Sliter's Corners" was called and a man of large means for those early days. James K. is the youngest of six children, all of whom are living except the eldest, Henry M. At the age of about four years James K. was sent to the district school, which he continued to attend for two or three years, when he was sent to the Collegiate Institute then kept at Sandlake by Prof. Scrim. He next attended Brookside Institute at Sandlake, kept by Prof. Boone, remaining at these schools until he was about seventeen years old. He then went to the Commercial College at Albany, and from there to Phillips Academy at Exeter, New Hampshire, the alma mater of Daniel Webster and Lewis Cass. He remained there under Prof. Soule until he was admitted to Phillips Academy at Andover, where he fitted for college, and entered Yale College in the year 1865. He remained there for two years, and then went to the Columbia College Law School in New York city for two years, where he graduated in May, 1869.

While attending the Law School at Columbia he was also pursuing his legal studies in the office of his brother, Horatio F. Averill, who commanded an extensive practice, and with whom, immediately on his

admission to the bar, he entered into partnership under the firm name of H. F. & J. K. Averill, and subsequently under the name of Averill, Allison & Averill. On the dissolution of this firm James K. Averill became the senior partner in the firms of Averill & Kent and Averill & Gardner, and a year ago or more he became a partner in the present firm of Wooster & Averill, whose office is at No. 70 Congress street, Troy. Mr. Wooster, of the firm being the present District Attorney of the county.

It would therefore seem that Mr. Averill, although quite a young man, has had long experience in his profession and he has certainly acquired the reputation of being one of the shrewdest and most successful lawyers of his age. His education has been unusually thorough, enjoying, as he has, the advantages of the best institutions of learning in the country, and his natural ability is conceded by all.

In personal appearance he bears a very striking resemblance to the first Napoleon. He is about 5 feet 7 in height, and his usual weight is something like 200 avoirdupois. He is genial, warm hearted, exceedingly affable with a smile and a pleasant word for everybody, whether it be a merchant, doctor, judge, farmer, mechanic or the poor laborer, and he is "awful plucky" in a law suit.

He is making a most successful canvass for the nomination throughout the entire county, and it is believed that when the convention meets the vote for him will be solid. Never having held office before, he is not contaminated and will be a strong candidate. His residence still being at Sandlake, in the Third District, adds to his prominence as a country candidate and will help his canvass, and his election is confidently predicted.

Troy Daily Times.

FRIDAY AFTERNOON, JULY 31, 1883.

A Divorce Granted.

Supreme Court Judge Frothingham Fish, on the application of Horatio F. Averill of New York city, as counsel for plaintiff, has granted to Della A. McCready of Philmont a decree of absolute divorce in her suit against George D. McCready. The plaintiff resumes her family name of Allen.

The City Gazette & Harlem Local
May 29/1875

OH! WHAT FUN!

Senator Moore, Alderman McCarthy, Judge Daly, Judge Boyd, Judge Clancy, Alderman Morris, Com. Ed. Sheehy, Henry Gumbleton, Silas Dutcher, Eugene Daly, and Horatio Averill, with 1,500 more, went to Sandy Hook last Wednesday to test Horatio's life-saving apparatus. It rained cats and dogs all day, but wind and rubber boat wind and water hollow, and the ocean never rolled over a merrier crew.

When they were well out at sea, two ladies and two men were thrown overboard amidst the shouts and jeers of the excited multitude. The boat stayed by two hours to see them sink, and much disappointment was evinced by some rival rubber-suit makers on board when it was found they would not go down.

Propositions were then made to Senator Moore to throw Bill McCarthy and Ed. Sheehy overboard. Hughie swore by all the fishes in the sea, that they would have to throw him overboard too if they did. "Why wouldn't Gumbleton do instead?" Gumbleton did not see the force of it. He was going to Europe next month, and did not mind if Horatio measured him for a suit. Judge Clancy did not want any more water, but would give a hundred dollars for a bottle of wine. Sheehy pulled one out of his pantaloons pocket. McCarthy, Averill, Daly, Morris, and Wakenam each drew a corker from his vest. "Good wine this," said Boyd, smacking his lips. "Do you call yourself a judge?" said McCarthy. "If he is not one now, he shall be next fall," replied Moore. Loud cheers from all the boys, and "What'll you do with Wilkes?" was sung standing. Judge Boyd proposed a toast, "Death to the Horseheads!" sung sitting, with three groans.

The boat having now returned to her wharf, the City Gazette and Harlem local man left, deeply impressed with the value of rubber.

Troy Times March 21, 1881

Death of James G. Averill.

Intelligence has been received of the death last night of James G. Averill, one of the oldest residents of Sandlake, in this county, in the seventy-seventh year of his age. He was the youngest son of Dr. Isaac Averill, a prominent physician who removed from New Preston, Conn., to Columbia about 100 years ago, and subsequently located at Flatbush, L. I., where the deceased was born, May 28, 1804. In 1827 James G. Averill married a daughter of the late Clement Sliter of Sliter's Corners, in this county, where he commenced business as a merchant, and on October 18, 1877, the aged couple celebrated their golden wedding. The wife, who survives, is made a widow at the age of 72. The deceased is also survived by two sons, Horatio F. Averill, a lawyer of extensive practice in New York city, and James K. Averill, a prominent member of the Rensselaer county bar, and three married daughters, Mrs. Philip H. Howard, Mrs. Darius W. Clark and Mrs. Charles H. Niles. Twenty-five years ago probably no man was better or more favorably known throughout this county than Major James G. Averill. He was most genial and large-hearted, and with his songs and stories would frequently travel for days at a time with his favorite dog "Old Bellie" and a pack of trained hounds, hunting the deer and the fox which were then to be found in the neighboring forests. The deceased was made a major of cavalry by Gen. Dix in 1852. In 1854 and 1855 he represented the fifth and eighth wards of this city in the board of supervisors, and at various times filled other local offices. Dr. Benson of this city, who attended Major Averill during his last illness, pronounces the cause of death a gradual paralysis and giving way of the organs of vitality.

City Sun Feb 3, 1881

The following Telegraph bill will be introduced by Gen. Spaulding in the Assembly tomorrow:

Section 1. Whenever any two or more telegraph companies incorporated or doing business in this State shall be consolidated, it shall not be lawful for the consolidated company to establish a charge for the transmission of any message or messages, nor higher tariff rate of more than the lowest tariff rate charged by either of any of the companies so consolidated at any time within one year prior to the date of consolidation.

Sec. 2. Any violation of the provisions of this act shall subject the company so violating the same to a penalty of \$1,000 for each and every offence, to be recovered in an action at law, either in the name of the people by the Attorney-General or by the person aggrieved, one-half of such penalty to go to the people of the State and the other half to the aggrieved party.

Sec. 3. This act shall take effect immediately.

Troy Press March 21, 1881

Obituary.

JAMES G. AVERILL.

James G. Averill, whose death we are reluctant to announce, was one of the oldest residents of Sandlake. He was very popular among a large circle of acquaintances and his absence will be keenly felt.

The deceased was born in Flatbush, L. I., May 28, 1804. He was commissioned as major by Gov. Marcy in 1838 on recommendation of Gen. Dix. He served in the board of supervisors as a representative of the fifth ward in 1855 and afterwards from the eighth ward. Mr. Averill was a staunch democrat and cast his vote for Gen. Hancock last fall. He had lived in Sandlake sixty-four years, except a brief time when he lived in Troy. His wife, aged 73 years, survives him; also five children—H. F. Averill, lawyer, of New York, James K. Averill, lawyer, Troy, and three married daughters living at Sandlake.

Troy Northern Budget March 28, 1881

Deaths of the Week.

Schuyler Greenman, a well-known politician and old citizen of the county, father of Deputy County Clerk Greenman, died at his residence in Berlin Friday afternoon. The deceased was 70 years of age. He was a member of the board of supervisors from Berlin in 1850, 1851, 1853 and 1854. He was commissioned colonel of the second regiment, N. G. S. N. Y., upon the organization of that company, and for many years was interested in military matters.

James G. Averill, one of the oldest and best known citizens of Sandlake, died in that place Thursday, aged 77 years. He was born at Flatbush, Long Island. In 1829 Gen. Dix commissioned him as a major. Subsequently he removed to Troy, and in 1854 he was supervisor from the fifth ward, and the following year he filled the same position as representative from the eighth ward. He filled several other local offices at different times. He was a strong "year Democrat" during the rebellion, contributing money and taking an active part in raising volunteers. He was very popular. He leaves a wife, a venerable old lady, aged 72, and five children, two sons, lawyers—Horatio F. Averill of New York and James K. Averill of this city, and three daughters, Mrs. Darius Clark, Mrs. Charles H. Niles and Mrs. Philip H. Howard, all residing at Sandlake.

662/ ch. Herald die 20.1874
TAMMANY PRIMARIES.

THE GENERAL COMMITTEE FOR 1875.

Pursuant to the call of the present Tammany General Committee primary elections were held last evening in the several Assembly districts and Twenty-third and Twenty-fourth wards for delegates to the General Committee and various Assembly district and ward committees for 1875. There were contestants in the First, Fifth, Sixth, Seventh, Eighth, Sixteenth, Seventeenth and Twenty-first districts. The delegation to the General Committee from the Fourth district is unchanged, except that James W. McGarron succeeds John E. Walsh resigned. The following are the "General Committee" tickets claiming "regularity," as being certified by a majority of the inspectors, but a vigorous fight will be made before the Committee on Organization by the opposition in the contested districts:—

[illegible]

FOURTH DISTRICT—Thomas Shields, Charles Kelly, Edward J. Shanley, Edward F. Fitzpatrick, James J. Dennis & Grinn, Daniel O'Brien, Roy J. Brasse, William Colligan, Michael H. Wanta, John Smith, Julius Stiel, John C. Keating, Edward Curran, Bernard Ryan, George J. Brown, Peter Maher, Charles J. O'Brien, Owen O'Rourke, George Landon, Edward O'Grady, James Hederman, John Glass, Philip Collins, John Skinn, John W. McLaughlin, Thomas Hughes, John Kelly, L.

Fifth District—Henry Hughes, John Kelly, L. McDermott, Daniel Kelly, John Farrell, Edwin

Sixth District—Timothy J. Campbell, James Carher, William Cincy, Richard Evans, Lawrence E. H. Jacob King, Michael J. Adrian, Charles Galinga, Jacob Scherding, William Long, Thomas Brady, Franky, Patrick J. McLaughlin, Moses Mehrbach, John H. Hughes, Gilbert B. Wood, William Alst and Mattie Patch.

OLNEY DISTRICT—Martin T. McMahon, Peter Olney, Vincent C. King, Henry H. Porter, John Sha John C. Williams, Edward J. Parra, Charles Gold John W. Greene, James H. Skidmore, John Morris Charles F. McLean, Thomas Pickering, John Maybel John Carr, John J. Byrnes, George C. Liova, Patrick Smith C. Lane, Patrick Schae and John J. Kelly.

EIGHTE DISTRICT—4th C. Douglas, Richard E. Hardt, Thomas Wallace, Oscar H. Rogers, James B. Ray, William Campbell, Henry Wallace, Philip G. Jones, Daniel Gruber, Cornelius Gillen, Albert W. Jones, Kente, C. C. Gaudin, Nathan Grant, James Durning, Stephen Gott, Louis Gaudin, George Stauff, William Gingham, George Hall, George Knight, William J. Rappengabe, Louis Weckstein, John O'Neil, Thomas Kerrigan, Bernard Kenny, Joe Brechbach, Francis Breckner, James Towars and James

NINTH DISTRICT—Edward Ghon, Samuel A. Lewis, George A. Jeremiah, George W. Norton, William H. Carroll, William J. Van Arsdale, Thomas Kanady, James Fitzpatrick, Joseph B. Cox, John J. Gorman, James Odell, William H. Dusenberry, James Crumley, William H. Gray, Thomas D. Bazley, Philip L. Hoffman, Charles G. Piper, Patrick Rahrman, William H. Deagan, Ed Larkin, Hugh O'Donnell, William Deane, John J. Deane, John J. Deane, Leonard J. Haas, Alfred J. Deane.

Trusts Director—Anthony Bickhoff, John Gath, Will B. Macray, J. W. Gunzler, Joseph Koebke, Owen M. May, Philip Mackie, Frank Stoll, Louis C. Wachner.

DONOR, J. Tobias V. Kwing, George A. Heinrich, Charles McNulty, Andrew Handman, Samuel Milson, John Gaten, John N. Reynolds, Conrad Reidinger, Silas Lutz, Bob H. Gross, Joseph M. Strack, Oliver H. V. King.

ELEVENTH DISTRICT—Augustus Schell, Wallace S. Paine, William Eaker, John Morrissy, Walter Lawrence, J. L. McQuinn, James W. O'Connell, Thomas J. Lynch, Thomas J. Barr, Menzo Desandero, George S. Deland, Thomas A. Bancker, William N. McIntire, Samuel B. Garvin, John F. O'Brien, Robert C. Smith, Daniel J. Connelley, J. M. Murphy, James Wall, Peter Trauner, Francis Johnston, Frank H. Hamilton, Nicholas Judge, Michael Loughery, Patrick McDonnell, Nicholas J. Williams, Richard A. Adams, William G. Russell, Philip Hamann.

Two other trustees, Henry Wolman, John Keenan, William J. Keady, Samuel S. Acker, Gerald Pitt-Gibben, Joseph W. F. Kraus, Daniel Hanly, Patrick Healy, Lawrence Keenan, John E. White, Patrick Moore, Moses Weil, Patrick Keenan, Francis Murray, Nicholas Schoen, Peter Halpin, Aaron Abrams, James McGovern, Michael Mincer, Joseph Kaufman.

Murray, Isaac Kaufman.
INDEPENDENT DISTRICT—Sidney P. Nichols, William
Brennan, William Dall, Christopher Fine, William D.
Robinson, Edward L. Donnelly, Daniel Sullivan,
Nathaniel Davis, Jr., Henry Cooney, James Barker,
James Gibson, William D. Freeman, Patrick Gibney,
Thomas Smith, Timothy O'Sullivan, Robert Borland,
James Harris, Charles Cowan, Richard Flanagan, Wm.
Lamb and Edward Bortan.

FOURTEENTH DISTRICT—Bernard Reilly, Jacob A. Gross, John W. Chayler, Peter Gillespie, John Tyle Kelly, M. S. Burdes, M. D., Michael Lestrange, Peter W. McGuire, James Daly, John Honey, Thomas Sullivan, Henry Allen, John A. Foley, Sebastian Michel, Paul

Webber, Edward Carey and Alexander F. Kirochis.
FIFTEENTH DISTRICT—Thomas A. Ledwith, Peter Badley, John H. Teitgen, William J. Kane, James J. Deery, Francis Morzan, Thomas Costigan, Charles Conley, Michael Fitzsimmons, Valentine Kiessel, Edward Fitzpatrick, John Morris, Henry Alker, Robert Fowler, Pete Sanger, James P. Rogers, Andrew Fink, Thomas Dawson, Leonard Gatman, Patrick Mackey, Richard J. Morrison, Patrick Brady, Thomas J. Hall, George W. McGlynn.

JAMES J. CAMPBELL and FRANCIS BECKER.
SIXTEENTH DISTRICT—ABRAM S. BEWITT, JOHN F. MCGOWAN, GEORGE KELLY, CHARLES HECKMAN, M. J. POWERS, F. F. MARBURY, JOHN N. HAYWARD, ALFRED T. ACKERT, BERTON S. HARRISON, FRANCIS V. TER, BURG O'BRIEN, AUGUST FEEB, EDWARD COOPER, JOHN TRACY, THOMAS KELLY, RICHARD O'BRIEN, THOMAS MESSNER, F. R. SPINNEY.

SEVENTEENTH DISTRICT—James E. Coulter, Patrick J. Power, Charles McIntire, David P. Baker, William J. Lee, Lawrence McIntire, John G. Carey, Peter McHugh.

Joyce, Lawrence McEntee, John G. O'Leary, Peter McCauley, John M. Calhoun, Lawrence Morrissey, Arthur Flynn, Charles C. Duff, John McKewan, Cornelius Kane, Jerome Buck, Frederick Meyer, Francis Blessing, John Doyle, Thomas Looley, John Duran, Jr., Frederick Smyth, James Connolly, Leo C. Dessar, George Greene, Thomas Kerrigan, William B. Finley, Martin Buckle, Andrew Held, John S. Masterson, Patrick Twiss Bevingham, Robert Roberts, Matthew Quinn.

EIGHTEENTH DISTRICT—John Kelly, Josiah Sutherland,
 Henry R. Davis, O. S. Paine, M. D., William C. Whitte,
 Richard Crozer, Robert Hall, Peter Seery, Nicholas K.
 Han, William Sinclair, Thomas Cooper Campbell, Hen-
 ri Clinton, Thomas S. Brennan, Patrick H. Maguire,
 David M. Koshier, Thomas L. Polner, Edward Kearney,
 James Keating, J. Henry Kredenwolf, James McGar-
 ney, Michael Gavin, Hubert O. Thompson, J. Nelson
 Tappen, Michael Breen, Hugh F. Farrell, Augustus
 Docherty.

NINETEENTH DISTRICT.—Daniel P. Tiemann, E. V. V. Vorrile, Thomas Penton, Bart. McDonald, David Baker, Andrew Smith, Daniel Callahan, Thomas Du lap, Benjamin I. Farchild, Charles E. Sims, Michael Cummings, Rowell D. Hatch, Thomas Shannon, L. Russell and Thomas O'Callahan.

Twentieth District.—William C. Conner, Jesse O'Donoghue, James L. Miller, Owen Moran, Patrick Donahue, James A. Plack, George J. Wood, Michael Tuomey, Thomas Duffy, Alva A. Bedell, Joseph Franklin, John Kavanagh, Robert McGuinnis, Patrick Anthony, Orlan Stewart, Charles E. Harbison, James Thornion, Isaac Peterson, Julius Johnson, Matthew Bard, John Ha-

sommers, Mills Johnson, Matthew Barr, John May, Ambrose Moneil, Simon Goldenburgh, William Quincy, John Slattery, Philip J. Joachimson, John Butler, Peter Rusb, Michael Kane, William Galtgath, Joseph P. Dunn, John Wheeler, Richard C. Felloy, William F. Cole, Jacob Fleischaer, Dennis De Groot, John M. Tracy, John D. Taylor, Edward Kelly, William H. Hubbard, Robert Hughes, William A. Butler & James McGovern.

Crowsley, First District.—Hugh H. Moore, Thomas
 Crombie, Jacob M. Long, Thos. H. Ferris, Wm. A. Boy
 James Henry, John O'Connor, Stephen P. Ryan, Pat
 McManis, Wm. H. Kipp, Peter Krumpholtz, Edward
 Macleay, Charles Jones, Michael Graham, John
 Smith, James H. Sullivan, Henry P. McIlwain, A.
 Caldwell, Edward P. Steers, Wm. O'Gorman, Jo
 George, Edward Malley, Wm. Hayes, John Halp
 Thomas Vaughan, Patrick McManus, John Halp

McCauley, Patrick, McGuire, John, McHugh,
Wm. H. McCrue, Wm. H. McCarthy, Charles T. Ker, J.
Hasson, Jr., Herman Winkelman, C. H. Chandler,
John Macaulay, P. E. Reid, Thos. McSpedden, James
McEvoy, Matthew More, M. F. Fitzhugh, V. V. B. Ke-
nedy, Patrick McGuire and L. A. Curry.

TWENTY-NINTH WARD.—James J. Mooney, Wm. Cla-
well, Jordan L. Mott, John McCarty, John J. Cia-
Robert K. Sherwood, Thos. D. Morris, Lawrence
McGrath, Lewis H. Coombs, John Flanagan, Jo-

Murphy and Patrick Daly.

Polz, Peter Smith, Thomas Kearns, Michael Dooley, R. Byrne and P. Creilly.

In the Eighth district John J. O'Brien and "Matt" Davis, acting in the interest of an opposition ticket headed by Karl Klein, got into a row, resulting from Davis striking Michael Kennedy, an adherent of the "regular" ticket. A regular "knock down and drag out" ensued, and it was some time before order was restored.

In the Seventh district (known as the "Kid Glove" district) the polls were held in a stable in Thirteenth street, near B. avenue. From half-past six to ten P. M. the street was filled with an excited throng, vehemently discussing the claims of their favorite candidates. The ticket headed by General Martin McManhon had the largest support, and was in favor with the spectators.

The opposition ticket was headed with the name of **Augustus S. Sullivan**, and **Judge Powler** and others of note were active in pressing its claims. A long queue of voters, a retching **huffa block**, flanked by a large force of policemen, attracted the attention of passers by, and the street resounded with cat calls, shrieks, snarl whistles and calls for **King Kalakaua**, **Johnny**, **Jimmy**, et al. The opposition

will contest the election of the McManis ticket.

NY Herald May 24, 1879

Complaints are still made by liquor dealers in regard to the distribution of the excise fund under the direction of Receiver and Trustee J. Sanford Potter. The latest case is that of a claimant, who, until a few months since, tried to do business in the fourth ward under two licenses granted by the Owen Murphy Board of Excise and for which he paid respectively \$75 and \$50. These licenses he filed with Referee Potter and substantiated his claim on oath in accordance with the order issued by the Supreme Court in 1878.

Signing an article entitled "Excise Frauds" in the Herald of Thursday, this ex-liquor dealer called yesterday at the office of Mr. Potter, No. 111 Broadway, to ascertain when he might be lawfully receive his money or any portion thereof. The person addressed proceeded to examine his books and then informed the applicant that his claim had been collected by a lawyer, which he (the claimant) had retained. This was news to the latter, who at once demanded to see the lawyer. The man behind the desk replied by asking the visitor whether a person had not called on him with a paper to sign and, if so, whether he had not signed it.

During this discussion, defendant recalled that he had been told by the man who was to be distributing a roll of papers, (whom he said he wanted to get his property of) the exact form he would be required to sign. Defendant said that he was to be distributed he would see a notice to that effect in the papers. Defendant said he might call and ask for money. The witness said that he signed his name, and would find out, for the first time, that the man who was to be distributing the papers over to a lawyer for collection, and that the money had been collected. Calling at the office of the lawyer, defendant said that he found out that the money had been collected, and on his asking by what authority he was told that he (the claimant) had signed his name to the papers. Defendant said that he had ascertained that of \$37 and some cents recovered by the lawyer the amount to be received by defendant was \$37. Defendant said that he saw a number of persons have unconsciously signed away a considerable portion of their claims in a similar manner.

Handwritten text on a piece of paper, possibly a label or a page from a book. The text is partially obscured by a horizontal line and a vertical line, but the word "Handwritten" is visible on the left side.

Chy. Har Oct 25. 1880 (635)
ACCUSED OF PERJURY.

A Cheese Manufacturer and Produce Dealer
In the Tomb.

No little excitement was created among the produce dealers of this city on Saturday, by the arrest of Sylvester H. Ellsworth, a cheese manufacturer and butter dealer, on the charge of having sworn falsely in a case before Judge Lawrence, in the Supreme Court. At the time this arrest he was about to return to his farm in Otsego County. He spent the night at Police Headquarters, and was taken to the Tombs Court yesterday morning. He is a man under the medium height, thin, with a fair and a laid head, and is about 50 years of age. Some time ago the firm of Robert Bamber & Co., produce dealers of No. 45 Pearl street, failed, and turned over their assets to Mr. Ellsworth as assignee. The firm made him a preferred creditor, and as such secured for him certain sums of money. Other creditors had to get some of this money as their share of the property claimed belonged to them, but their efforts were vain. One of them, John F. Moffet, of Watertown, had caused the arrest of Mr. Ellsworth, and in the proceedings in court, yesterday stated to Justice Murray that on the 13th of October one of the Supreme Court issued two judgments in the Supreme Court against the firm of Robert L. Bamber and Robert Blood, one for

\$9,880.25; and the other for \$23,864.94. The members of the firm—about 100 high men, distinguished in supplementary proceedings, and the like—were examined as a witness by the attorney general, who was represented by counsel from Robert L. Chamber or any other person for the firm, more than \$30 in money, which he paid to the attorney general, Anderson of this city. He swore that the following are the only checks he had received as cashed by the firm, and for the sum of \$781.40 from Jan. & Brand for \$750 on Jan. 18, 1881; \$2,000 from J. S. Molloy & Co. for \$15 one from Hollister & Gilpin for \$70, and one from A. S. Benedict for \$100, all of which were cashed by the firm. The prisoner perjured himself; that he received other checks and money to the amount of \$100,000, which he did not cash, but gave up for the sum of at least \$5,000. This information, Mr. Moffet said, he received from Mr. Bennett, who was present at the trial of the prisoner, in which he took the stand two years ago.

Mr. B. C. Williams of Watertown, counsel for Mr. Motcett, said that \$22,000 had been paid out of the bank in currency, and the creditors were not paid in full. He said he had money. He had possession of facts, he said, that would prove that the prisoner gave the money to the bank. He said that the money (\$22,000) was drawn from the bank on the 14th inst., and that this man took the money and hid it. He said he would be able to locate himself. This money and the books were what the rest of the creditors wanted to discover. The prisoner's counsel said that he was a respectable business man doing a large trade in this city. He asked for an examination of the prisoner's books. He said that after fixing the prisoner's bail at \$5,000, Bondsmen were sent for, but as they did not appear, the prisoner was locked up. He did not wish to furnish bail for day.

6644 My. Herald Feb 17, 1881

REGULATING THE SALE OF DRUGS.
Mr. Andrews to-day presented a bill which will prove of interest to all the druggists and doctors of the State. It is accompanied by a petition signed by a number of leading physicians, among them Drs. Seguin, Parker, Amidon, Hoffman, Board, Belmont, Clark, Marshall and Flint. The bill is entitled "An act to regulate the sale of drugs, medicines, chemicals and compounds thereof, and to protect the public health." It provides as follows:

SECTION 1.—No person, firm, association or corporation shall expose for sale, vend, sell or in any way or manner dispose of any patent or proprietary medicine purporting to be a remedy, or any patent or proprietary compound designed for use as food or in the preparation thereof, or as a beverage or to be mixed therewith or compound or manufacture the same for sale, unless there shall be legibly printed or written on the outside of the bottle, box, package or other envelope containing the same a true description or formula giving the name and approximate quantity of each drug, medicine, chemical or ingredient therein contained, or of which the same is composed or mixed, giving for that purpose the name by which the same is commonly known.

A COMMISSION OF SPECIAL EXAMINERS.
SEC. 2.—The President of the Medical Society of the County of New York and two physicians of the State of New York, to be appointed by the Governor by and with the advice and consent of the Senate, shall constitute a Board of Commissioners, to hold their offices for the term of three years, for the purpose of examining all patent and proprietary medicines and compounds designed for use as food or in the preparation thereof, or for beverage or to be mixed therewith, or as chemicals or for external use, and the bottles, boxes and packages of such articles, and for that purpose shall have full right to inquire into the ingredients and processes of manufacture of all such articles at this place of manufacture thereof. It shall be the duty of any person, firm, association or corporation engaged in the business of manufacturing such articles to furnish accurate information to such Commissioners, to furnish them with samples of such articles for the purpose of examination, and to furnish every required facility for the purpose named. No person, firm, association or corporation shall manufacture or expose for sale any of the articles named herein until a certificate has been obtained from said Board of Commissioners, certifying that the article can be taken or used without deleterious effect upon the health of the person so using the same.

SEC. 3.—The expenses of such Commissioners shall be borne by the private, firms, associations and corporations, and shall be paid by the State, and shall be paid at every day in which the same are actually engaged in making the examinations herein provided for.

PENALTIES TO BE IMPOSED.
SEC. 4.—Every person violating any of the requirements of this act shall be deemed guilty of a misdemeanor, and upon conviction shall be fined by the time or imprisonment, or both, not to exceed \$100 and the imprisonment not to exceed ten days, or by both such fine and imprisonment, in the discretion of the Court. In addition to the fine and imprisonment of the provisions of this act shall be liable to a fine or imprisonment, or both, not to exceed \$100 and the imprisonment not to exceed ten days, or by both such fine and imprisonment, in the discretion of the Court, for the name of any party complaining, one-half of such penalty to be and being to such party and the other half to be applied for the support of the poor of the county in which such article is brought.

Troy Press March 2, 1882

Sandlake Items.
Tuesday evening a donation party was held in the parlors of the first baptist church for the benefit of the pastor, Rev. Dr. Lee, which netted \$80.—The hot house at Averill's hotel has been completed and plants are rapidly being potted so as to make the place complete by summer.—The lakes are full and overflowing.—Tuesday Rev. Dr. Lee purchased of James Adair the mare "Alpe Daisy."

Cocum Standard (Troy) Aug 21, 1882

A Reported Failure.
It was reported to-day that J. K. Averill of the Averill Park hotel had failed. Mr. Averill has not been seen in regard to the rumor, however, and his hotel is still open. It is said his financial embarrassment arises from a lawsuit brought by a New York lady, who was thrown from one of the stages. Mr. Averill owned. She recovered \$1,000 damages and he had to pay beside heavy legal fees.

The New-York Times.

NEW-YORK, SATURDAY, JAN. 31, 1880.

As a further contribution to the somewhat formidable inquiry into the ways of Receivers appointed by certain Judges of the Supreme Court, we present to-day some facts bearing upon Mr. J. SANDFORD POTTER'S Trusteeship of the residue of the fees paid by applicants for licenses into the hands of the delinquent Excise Commissioner, OWEN MURPHY. For about a year Mr. POTTER has been engaged in the task of finding the rightful owners of the \$80,000 which Mr. MURPHY did not carry off with him, and to about 1,000 claimants who have proved their right to participate in the distribution, the Receiver seems to have paid some \$16,000. Mr. POTTER, aided by his counsel, Mr. BURTON N. HARRISON, has displayed no little ingenuity in finding legal obstacles to the completion of his work, and as he has recently begun an entirely new suit for the purpose of curing any possible defects in his previous proceedings, and has made that a pretext for dispensing advertising with a very liberal hand to JOHN KELLY'S newspapers, it is assumed that very serious inroads have been made on the \$84,000 yet to be distributed. In fact, it begins to be feared that the only persons likely to benefit by the division of that sum will be Mr. POTTER and his counsel and any others whom the nature of their business may have made copartners with them.

REFEREES AND RECEIVERS

MR. J. SANDFORD POTTER AS RECEIVER OF THE EXCISE MONIES.

THE FUNDS WHICH OWEN MURPHY DID NOT STEAL—THE CLAIMANTS UPON THEM—MR. POTTER AS REFEREE AND THEN AS RECEIVER—HOW THE BALANCE OF THE FUND IS MELTING.

In an article which appeared in THE TIMES on Wednesday last reference was made to the case of the Receivership of the Excise monies as furnishing a striking example of the way in which funds are eaten up by attorneys' fees, Receiver's allowances, reference costs, advertising, and litigation. The Receiver in this case is Mr. J. Sandford Potter, a gentleman who appears to be under the special protection of Judge Donohue, and a lawyer whose practice is that of Receiver, Referee, or counsel to other Receivers and Referees. His attorney in the Excise business is Mr. Burton N. Harrison, formerly the private secretary of ex-Mayor

Wickham. Mr. Potter is alleged to be a lawyer—at least that is his ostensible business; and why he should have to engage another lawyer to advise him in this matter is something which Mr. Potter can best explain. Mr. Potter has appeared in the capacity both of Referee and Receiver in this case, and his fee for his services as Referee was something over \$3,500 before he became Receiver at all.

When Excise Commissioner Owen Murphy ran away Dec. 22, 1877, he took with him \$80,000 belonging to persons who had applied for licenses to the Board of Excise, but had not received them. The board had required every applicant to pay a fee on making application, though this was really in violation of law; such fee to be returned if the application were refused, and to be deducted from the schedule amount to be paid for the license in case it were granted. When the Commissioners of Accounts got to work on the Excise books, in pursuance of the Mayor's orders to that effect after Murphy's flight, they found them in the wildest confusion, and that nearly every clerk in the bureau had been making money out of the license on his own account. The only way they could get at the actual state of affairs was to find the actual number of licenses which had been granted by the board, and to ascertain what should be paid for them. The difference between this amount and the money which the books showed had been received during the same period would be the amount due to persons who had applied for licenses and not obtained them, they having merely received a receipt for their payments, which stated that their application was under consideration. Avoiding details, it may be stated that the final result of the examinations made was to ascertain absolutely that there was owing to depositors of applicant fees at the time of Murphy's flight the sum in round numbers of \$130,000, of which amount Murphy had run off with \$50,000, leaving a balance of \$80,000; while the number of persons who had claims upon this balance was 2,471. It will be seen that the balance equaled about 63 cents on the dollar of the amount to which they were entitled.

Very soon after the Commissioner's Accounts had turned in their report application was made on behalf of some of the claimants to have a Receiver appointed, and the \$80,000 distributed pro rata among those who had claims against it, and thereupon, in February, 1878, Judge Donohue appointed Mr. J. Sandford Potter a Referee to hear testimony as to who really had proper claims upon the fund, as to how it should be divided, and whether a Receiver ought to be appointed. In the following October Mr. Potter put in an elaborate report, which went into the whole question of how the monies should be distributed, and declared that Receiver should be appointed. For his services as such Referee Mr. Potter, as above stated, charged something over \$3,500, and there were numerous other expenses to counsel, for advertising, &c. Judge Donohue appointed Mr. Potter such Receiver, and ordered him to distribute the monies. This was in November, 1878.

Of the total number of 2,471 claimants on the fund, 908 persons proved their claims before Mr. Potter as Referee, and by the decree appointing him Receiver he was ordered to pay these persons a dividend on the amount of their claims, and since then he has paid out to various of them a dividend of 80 per cent. Subsequently, however, certain of the 1,563 persons who had failed to prove their claims before him as Referee were allowed, by order of the court, to come in and prove their claims before him as Receiver, and to be paid a dividend also. These also were paid a 30 per cent. dividend. How many persons Mr. Potter has paid, how much he has paid, or what amount of the original \$80,000 still remains in his hands does not appear. Information upon the present condition of the case was sought of Mr. Bur-

ton N. Harrison, appointed by Mr. Potter his attorney (to be paid, out of the fund), but it was peremptorily refused. Mr. Harrison said he did not know, and if he did he should not give it. Mr. Potter, said Mr. Harrison, was his client, and, of course, he should not give information about his client's affairs. He only knew that the Receiver and reached a point out the order of the court, and he had commenced a suit to ascertain what he should do. Further than this Mr. Harrison absolutely declined to afford any information. Mr. Potter is from him, even if he were inclined to give it.

The fact will not be overlooked that the \$80,000 was equal to about 63 cents on the dollar of the total sum due to the claimants, supposing that all of the 2,471 had come forward and proved their claims. But this they have not done. As near as can be ascertained, only about 1,000 of these, or less than half, have done so; and of those there is no means of finding out (unless Mr. Potter chooses to volunteer the information) how many he has paid their 30 per cent. cash dividend. Lawyers who have a knowledge of the case say that, after all the expenses had been paid of determining who were the rightful claimants, and how much they were entitled to, there should be enough left to pay every one of the 2,471 a dividend of 50 per cent. Supposing that the 1,000 claimants who have proved their claims have been paid 30 per cent. upon them, it will be seen that a very handsome sum ought still to remain in Mr. Potter's care as Receiver.

It is now about 14 months since he was appointed to that position, and nearly two years since his first appearance in the case as Referee, and in this period he has been more or less engaged in it, with the assistance of Mr. Burton N. Harrison. It is reasonable to suppose that he has by this time been made acquainted with the claims of all the persons who are ever likely to put in a demand for the monies of his trust. Now, it is just at this time, when the lawyers representing claimants were looking for a further dividend that they were astonished at the appearance last week of an immense three-column advertisement in the Express which made known that Mr. J. Sandford Potter, as Receiver, was about to begin all over again the complicated legal proceedings by which it had been determined who were the legal claimants on the fund. The suit on which he was appointed Receiver had been conducted on the theory that it was impossible to bring in all the 2,471 claimants by name, and they were, therefore, referred to generally by the usual form of John Doe and names was to come forward and prove his claim, and, on proving it, was to get his share of the money. This was supposed to include the whole of the 2,471 claimants; at least it was so understood by the lawyers engaged in the case, and nothing to the contrary was intimated until the appearance of the advertisement referred to. Now Mr. J. Sandford Potter comes forward with an entirely new suit, calling upon a long list of persons, the mere enumeration of whose names fills six closely printed folio pages of the summons, to show cause why they should not be debared from any claim upon the funds in his hands. The Mayor and corporation of the City are included in this list of defendants, although the City has heretofore in express terms declined any claim upon them. Mr. Potter, or Mr. Harrison for him, says the Receiver has reached that point where he cannot go further. They say that the Receiver, having paid his 30 per cent. dividend to everybody who has proved his claim, and this dividend being so much less than the funds would have justified him in paying, he finds a large balance left in his possession, they are unable to see any

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object in this new suit except a means to absorb it by legal fees and costs of every kind and description, so that when the suit shall be decided, as he clearly expects it will be, by a decree that these persons are debarred from any claim, he may then be discharged from any further liability as Receiver. In other words, if he gets the decision he asks for in his complaint, he will finish up his work as Receiver, with having paid the 30 per cent. dividend, while the balance now in his hands will be absorbed in the legal expenses.

The case is to be argued before Judge Donohue, and it is understood that some of the lawyers for the claimants are preparing on that occasion to give Mr. J. Sandford Potter a piece of their mind on the way he has administered his trust. It is asserted that the mere cost of getting this suit decided will eat up nearly, if not quite, all the balance of the fund, so that persons who might be found to have legal claims on it will have the pleasing satisfaction of finding that they have a right to money which has all been used in securing it, that right. It is an ill wind that blows no one any good, and in the light of Owen Murphy Mr. J. Sandford Potter, Mr. Burton N. Harrison, and certain newspapers seem to have found a good sized bonanza.

Home Journal May 3, 1882

Averill Park.

Sand Lake, Rensselaer county, N. Y.—Sand Lake lies ten miles east of Troy, and is one among a group of a dozen or more lakes which have a reputation for the abundance and tastefulness of their fish. The waters of these lakes unite to form the Wyanahatchie, which empties into the Hudson, of which river therefore Sand Lake has the honor of being a source. That New Yorkers in their summer leisure should long to trace the noble stream that flows by their doors to its mountain sources is a worthy ambition. There surely they will find health and renewed vigor. At Sand Lake malaria is not known, and the song of the mosquito is not heard in the land. But it will not be necessary to camp out on the borders of the lake. Five hundred feet from its bank stands the Averill Park Hotel—so called from the beautiful park in which it is situated, the groves and meadows and pleasure-grounds of which nearly embrace the lake. This house provides liberally for the comfort of its guests, gives them large rooms, spring beds with forty-posted iron mattresses, thick, hot and cold baths, butter and cream from the farm, we eat from the garden, fish right from the lake, ice all obtained from the ice house. Though removed to the very source of the mighty river, Averill Park is not shut out from the outer world. It is connected by telephone with Troy, and thus enjoys telephonic or telegraphic communication with the whole country and all the civilized world. Stages run daily to Troy and the morning papers are received. But one does not care much at Sand Lake for intercourse with the outer world. One rows and fishes in the lake, the hotel providing boats and tackle without stint. One rambles to the groves or to the neighboring lakes, or climbs the hills. One rides a horse back or drives at rapid rate along the hard roads. One does as one pleases, especially as the place is now under the management of A. G. Bailey, formerly proprietor of the Mansion House, of Williamstown, Mass. The Averill Park Hotel will open on the fifteenth of June and remain open till the fifteenth of September.

NY Herald June 13, 1881

PERSONAL INTELLIGENCE.

The following Americans were registered at the Paris office of the NEW YORK HERALD on Saturday, June 11, 1881:

Aud, Dr., Brooklyn, Grand Hôtel.
Averill, Horatio, New York, Hôtel des Capucines.
Berry, Dr. John, New York, Hôtel de Choiseul et d'Egypte.
Bird, Mrs. and Misses, New York, Grand Hôtel.
Browne, Audley, New York, Grand Hôtel.
Case, Charles, New York, Hotel Continental.
Collins, Mr. and Mrs. C., Chicago, Grand Hôtel.
Cross, Mr. and Mrs. C., New York, Hotel Continental.

Cough, Mrs. New York, Hôtel Dominiel.
England, William, Maryland, Hôtel du Pavillon.
Kingsley, Pearl, New York, Grand Hôtel.
Kerrigan, P., New York, Hotel Continental.
Goldberg, Ellis, New York, Hôtel de la Bourse.
Gould, Mrs., Brooklyn, Grand Hôtel.
Graf, Joseph, New York, Hôtel du Pavillon.
Harrison, W., New York, Hôtel Dominiel.
Hetherington, S., Philadelphia, Hôtel Chatham.
Honore, M. Jr., New York, Hôtel de Lille et d'Albion.

Hubbard, Otto, New York, Hotel Continental.
Kimball, R., New York, Hôtel Mirabeau.
Kozell, E., New York, No. 14 Rue Notre-Dame des Victoires.
Levi, Daniel, New York, Hotel Continental.
Mathews, W., Toronto, Hôtel Mirabeau.
Menke, Mr. and Mrs. John, New York, Splendid Hotel.

Meyer, Samuel, New York, Hôtel de l'Athénée.
Morse, H., New York, Hôtel Mirabeau.
Neuman, Charles, Newark, Hotel Continental.
Orcis, Mr. and Mrs., New York, Hôtel de l'Athénée.
Phillips, Mr. and Mrs. Louis, New York, Hôtel de Nice.
Raynor, W., New York, Hôtel Mirabeau.
Reed, Ansell, Philadelphia, Grand Hôtel.
Rogers, Henry, New York, Grand Hôtel.
Schwab, Mr., Mrs. and Miss, New York, Hotel Continental.

Stalmer, Frederick, New York, Hôtel Buckingham.
Shanhope, H., Philadelphia, Grand Hôtel.
Sternberger, Louis, New York, Grand Hôtel.
Taylor, Hobart, Chicago, Grand Hôtel.
Thibouton, Mr. and Mrs. L., New York, Hotel Continental.

Van Anden, Mr. and Mrs., Brooklyn, Hotel Continental.
Ward, C., Boston, Hôtel de Lille et d'Albion.
Wasserman, M., New York, Hôtel du Pavillon d'Egypte.

White, Mr. and Mrs. W., New York, No. 29 Rue Cassini.

White, Thomas, Brooklyn, Hotel Continental.
Yard, Joseph, New York, Hôtel de Dijon.

Yarnall, Dr., St. Louis, Hôtel de Choiseul et d'Egypte.

Colonel Gray, of England, president of the Great Western Railway Company of Canada, together with the members of the boards of directors of the Great Western and the Detroit, Grand Haven and Milwaukee Railroad companies, were at Milwaukee, Wis., yesterday afternoon en route for Manitoba.

Troy Times, June 21, 1882

A Plentiful Discourse by a Popular Troy Clergyman.

Troy, June 21, 1882.—Editor Troy Times:—I promised the choir to give you a sketch of one of their happiest of days—yesterday at Sand Lake. After an exhilarating ride of two hours the two large coaches, "Happy Hours" and "Safe Return," with their load of 44 passengers drew up in front of the porch of the Averill Park house. When 40 singers travel together you may be sure that in their track everywhere there is "music in the air." Well, if you had seen farmers ploughing in the fields, and good housewives and children at doors and windows looking and laughing, and waving hats and aprons at us all the way from Troy to Sand Lake, you would have said that the estimate that not less than 100 popular airs and sacred hymns were sung on that journey was not far from the fact. Many Trojans know of Sand Lake, but not many actually know its beauty and beautifolness. And yesterday was a rare day for making observations—the air clear as crystal, the distant Catskills stood distinctly and close. We saw that Sand Lake was really a mountain village. The land slopes off far away toward Troy and Albany, revealing a wide sweep of country, and opening up a wide view of the southward breezes of summer. The hotel is located in a beautiful park of several acres, through the foliage of whose elms and locusts and maples sunlight glances, falling aslant, as evening advances, in golden shafts across a rich green sward. The hotel does not seem large, and yet the piazza around it is 500 feet in length. A forbidding wind-mill supplies the house with water for both rooms, and other uses from the lake. Although the season is just opening, our party of 44 made not a ripple on the systematic service of the dining-room. The tables were served with the quietness, order and promptness as of clock-work, notwithstanding the chances of dishes which five courses involved. No hungry owner was kept waiting. The wine list was untouched, yet there were toasts in the grace of resolutions and commendations offered by several gentlemen, making the dining-room an antechamber to the great hall.

The following are some of the resolutions: Resolved, That we heartily appreciate the interest manifested in our choir by Messrs. Edmund Choate and N. L. Weatherly in providing such a day of royal pleasure for us, and we hereby express our appreciation by unanimously voting them honorary members of our musical circle. Resolved, That President Arthur and his cabinet will commit a great blunder if they do not spend their vacation at Sand Lake. Resolved, That considering that one-fourth of ourselves live in greatest prosperity. Resolved, That in our country there ought to be a railroad between Troy and Sand Lake. Resolved, That A. G. Bailey, proprietor of the Averill Park Hotel, is a man of great worth and is every pound a first class landlord. Resolved, That we will cling to the opinion that "house with a garden is the only one that counts." The summer visitors here are chiefly from New York and Brooklyn. On the transparently clear lake and in its two beautiful groves of pines and deciduous trees most of the happy party passed the day. At one time I passed several large boat loads floating along on the sparkling waves and under the shaded banks. Our plan to leave at 5 o'clock P. M., so as to reach Troy by 7 o'clock, was subverted by our generous landlord, who was so delighted with the party that he invited us all to stay and take supper with him. After supper, as we were in the parlour, we had a little concert of sacred music, and on our glorious sunset ride down to the city gave the shining torch to our turn-

bike tunes by passing in front of the residence of the Rev. James Caird on Pawling avenue and serenading him and his family with "Goodnight," "All Hail the Power of Jesus Name," "Fresh as when we started at 9 o'clock P. M. with the memory of a beautiful day. Yours truly, J. N. MULLFORD.

The Gastronome April 22, 1882

A VERY pleasant place of resort, and one which is destined to grow in popularity as it becomes more widely known, is the Averill Park Hotel, at Sand Lake, Rensselaer County, N. Y. Near by are good drives, fishing and sailing, plenty of shade, and at all times salubrious mountain air. The place is owned by Mr. Horatio F. Averill, a popular New York lawyer, and the manager is Mr. A. G. Bailey, formerly of the Mansion House, Williamstown, Mass. The house will open for the reception of guests on the 15th of June and close on the 15th of September. Averill Park is reached from New York by the Hudson River Railroad or Citizens' line of boats, whence guests are conveyed by stages twice a day ten miles over a good turnpike road to the hotel door. It is west from Lebanon Springs seventeen miles, and south from Saratoga thirty miles. The hotel will, we are informed, be open for inspection and the selection of rooms after the 15th of May.

NY Herald July 13, 1883

A BIG MINING SUIT.

COLONEL FRED GRANT AND A PARTY OF CO-TRUSTEES ASKED TO ACCOUNT.

A Mexican mining suit of extraordinary magnitude, if high sounding figures may be considered a measure of importance, came before Judge Cullen, in Supreme Court, Chambers, yesterday, for argument. The suit is one brought by Bishop Not against Las Nueve Minas de Santa Maria Gold and Silver Mining Company to compel the trustees of the company to account to it for \$24,000,000 of its capital stock. Some very well known gentlemen are trustees of the company, among others Henry Clegg, John V. Alloy and Frederick D. Grant. Not, who owns 300 shares of the capital stock, charges in his complaint that the mining property in Mexico was purchased for less than \$20,000 by the person who afterwards sold it to the company. Notwithstanding these facts, Mr. Not charges that the trustees of the company gave the property from whom they purchased the property more than \$24,000,000 of its capital stock of \$25,000,000. Then the person who sold the land gave back the greater part of its shares to the trustees for a nominal consideration. The trustees, he says, after receiving the shares, placed them upon the market as full paid up stock for their own benefit. Mr. Not claims that the trustees, when they did this, were guilty of fraud, and that they should be compelled to account for the stock. A TWENTY-FOUR MILLION DOLLAR HONOR.

The trustees demurred to this complaint on the ground that it did not state facts sufficient to constitute a cause of action, but Judge Donohue overruled the demurrer. The defendants now seek to appeal from Judge Donohue's decision overruling the demurrer, and with this object in view a motion was yesterday made before Judge Cullen for an order to stay all proceedings in the suit pending an appeal.

Counsel who opposed the motion claimed that no stay should be granted until the trustees gave a bond for \$24,000,000. On the other hand it was asserted that a bond for only enough to cover the plaintiff's 300 shares of stock, which he purchased for \$2 a share, should be given. Decision reserved. GEORGE F. HOLT, CLERK.

Netherlands-American Steam Navigation Co.

Cabin Passengers

PER STEAMSHIP

AMSTERDAM,

Capt. J. H. TAAT,

LEAVING NEW YORK MAY 18TH, 1881, FOR

ROTTERDAM.

MRS. JOHN R. PLANTEN,	NEW YORK.
MR. H. R. PLANTEN,	NEW YORK.
MISS M. PLANTEN,	NEW YORK.
MASTER W. PLANTEN,	NEW YORK.
MISS PAULINE SETTL,	NEW YORK.
MRS. J. W. COUGDON,	NEW YORK.
MISS J. K. COUGDON,	NEW YORK.
MR. HORATIO F. AVERILL,	NEW YORK.
MR. & MRS. ALEXANDER TORRES, JR., { 2 children }	CINCINNATI.
MR. JACKSON MCKENTZ,	NEW YORK.
MR. J. W. R. FRANCOIS,	MONTREAL.
REV'D LEONARD LIEBELS,	CUMBERLAND, MD.
REV'D HYACINTHE EPP,	NEW YORK.
MR. & MRS. F. W. G. NIEUWLAND,	NEW YORK.
MR. & MRS. M. A. EBERT and child,	NEW YORK.
MR. CHAS. L. BEARDSLEE,	HARTFORD, CONN.
MR. EDW. H. KNIGHT,	HARTFORD, CONN.
MR. O. FORSTER,	ST. LOUIS, MO.
MISS GRETCHEN FAERBER,	NEW YORK.
MISS ELISE GRAFF,	NEW YORK.

BIOGRAPHICAL SKETCH OF HORATIO F. AVERILL, ESQ.

Horatio F. Averill was born at Sand Lake, Pennsylvania County, New York, February 4th, 1834. His father, Major James G. Averill, was a merchant of the place. Having acquired a good education at the Sand Lake Academy he was entered as a student in the law office of Messrs. David L. Seymour and Judge Jeremiah Romeyn, prominent lawyers of Troy, N. Y. He remained with them two years, receiving instruction in the meantime of evenings in various branches of knowledge from private tutors. In 1852 he came to New York City and entered the law office of Messrs. Horace F. Clark and Charles A. Ripallo, the latter of whom is now Judge of the Court of Appeals. He remained with them about two years and then served for one year as managing clerk for Dennis McMahon, Esq. February 16, 1855, he was admitted to the Bar of this city, he then being but 21 years and 12 days old. In May 1856, he became a partner with E. and E. F. Brown, the firm name being Brown & Averill. The firm was dissolved in a year and Mr. Averill formed a partnership with Judge Henry Z. Hayner, who had been Chief Justice of Minnesota. This partnership lasted two years. He then continued the law business alone till 1869. In the meantime he had been admitted to practice in the Circuit and District Courts of the State and to the Supreme Court of the United States at Washington. In 1866, the year succeeding the close of the war, Mr. Averill formed a great company known as the Averill Coal and Oil Company, for the development of some 5000 acres of coal and oil producing land on the Great Kanawha river in Putnam County, West Virginia. The late Henry J. Raymond, then editor of the New York Times, was one of the trustees of the company. The members of the well-known banking firm, Jerome, Briggs & Co., were directors of the company. Mr. Averill sold out his interest in the company in 1866. In 1869 he formed a law partnership with his brother, James K. Averill, and a few months afterward, Mr. Thomas Allison joined, and the firm known as Averill, Allison & Averill did a tremendous law practice in offices in the Gilsey building, and afterward in the Equitable Insurance building, where they, in 1879, rented a suite of six rooms, which Mr. Averill has ever since occupied in the conduct of his large law practice. In fact, for many years Mr. Averill, who since 1872 has

had no partner, has done without doubt the largest practice of a lawyer in New York City. The average number of his cases before the courts is three hundred a year. He employs six clerks in his offices, all of whom are kept busily employed the year round. Mr. Averill himself is an industrious worker, rarely ever leaving his office before 11 o'clock at night for five nights in the week. In fair justice to his talents and labor he has acquired considerable property, owning a fine city residence, 45 East 76th street, and a valuable property of 500 acres on the borders of Sand Lake, ten miles east of Troy, on which is a magnificent hotel, called the Averill Park Hotel. The hotel is specially adapted for summer boarders, the grounds being beautifully laid out and tastefully arranged. There is a post office here named Averill after the subject of this sketch.

Mr. Averill is a democrat in politics and although not a politician he has interested himself in politics in his ward, taking a part in political meetings by delivering speeches and doing what he could to advance the interests of his party. He has been offered the nomination, which was equivalent to election, at various times, the offices of Member of the Assembly, State Senator and Member of Congress, all of which he refused to accept, preferring to retain the emoluments of his professional labors, rather than to be mixed up in the turmoils of politics.

In 1865 Mr. Averill was married to Miss Pernelia M. Dietendorf, of Fort Plain, Montgomery Co., N. Y., the only child of Mr. Peter Dietendorf. They have one son, Horatio D., who is now twelve years old. Mr. Averill has just returned from an extended trip to Europe, having visited England, Ireland, Scotland, France, Switzerland, Germany and Holland. He returns full of health and vim, and able as ever to fight battles with the lawyers and come off victorious in his encounters.

PROCEEDINGS IN THE COURTS.

STOCK EXCHANGE MEMBERSHIP.

Judge Ingraham yesterday, in Superior Court, Special Term, in the suit of Henry McCabe against J. Frank Emmons, denied a motion for an injunction restraining Emmons from claiming or exercising any of the rights of membership of the New York Stock Exchange as assignee or transferee of the membership of Erastus S. Mead, and restraining Mr. F. N. Lawrence, as president of the Exchange, from admitting Emmons to the rights and privileges of the Exchange as transferee of such membership, during dependency of this action.

Following is Judge Ingraham's opinion:

"The action is brought to have the plaintiff adjudged the owner of said seat and that said Emmons be adjudged not to be the owner thereof; to enjoin defendant Emmons from claiming any of the rights of membership and defendant Lawrence from recognizing said Emmons as transferee of said Mead's seat, and to require such Exchange to recognize plaintiff, or such person to whom he shall transfer the same, as the owner of said Mead's seat.

"It appears that said Mead was, about 1873, adjudicated a bankrupt, and made the usual assignment to a trustee on the 23d day of December, 1873; that his assignee or trustee in bankruptcy sold the seat and right of membership of said Mead to this plaintiff, December 22d, 1882; that on the 6th day of March, 1879, defendant Emmons purchased the said seat from said Mead, and was recognized by the Exchange and admitted as a member.

"Plaintiff asks for the injunction under section 693 of the Code, which provides that, when it appears by the complaint that plaintiff is entitled to an injunction restraining the commission or continuance of an act, the commission or continuance of which during the pendency of the action would produce injury to the plaintiff, the Court may enjoin.

There is nothing to show in this case that the commission or continuance of the act sought to be enjoined would produce any injury to plaintiff. The Stock Association pays no dividends. The fact of defendant Emmons using the seat as he has done for several years cannot harm plaintiff. Plaintiff does not profess to be in a position to enter the Exchange. They have not yet accepted him, and he has not even asked them to accept him as a member, and until they have he cannot, although he was the owner by purchase of any number of seats, enjoy the benefit of the association, nor has he said or offered to pay the amount provided

by the constitution of the Exchange to be paid on a transfer of a share. Until he is either by a mandate of the Court or in some other way accepted by the Exchange and in a situation to be admitted as a member, it can be no injury to him that defendant Emmons is admitted. On the other hand, the effect on the defendant Emmons would be extremely injurious, destroying his business and seriously embarrassing the firm of which he is a member. If plaintiff is entitled to the seat in the Exchange it makes no difference to him that Emmons also have a seat there. He cannot, at any rate until his right is established, object because the Exchange has admitted Emmons wrongfully. When it is adjudged that the transfer to plaintiff of Mead's seat was valid, the Court has power to compel the Exchange to recognize such transfer, and that is sufficient to protect plaintiff's right.

The motion for an injunction should be denied.

H. F. Averill for plaintiff; Lester W. Clark for Emmons; Scudder & Carter for New York Stock Exchange.

N.Y. Herald Nov 3, 1883

MRS. DR. MARR'S DEFENCE.

She Testifies Before Coroner Tice in the Infant Asylum Inquest.

HER PREDECESSOR'S PRESCRIPTION FOR HER.

Brandy or Whiskey After Her Recovery from a Severe Illness.

THE EPIDEMIC OF SEPTEMBER.

A very nervous woman, two excited lawyers, a grave and earnest looking jury, a female detective, the anxious sister of the nervous woman and a determined Coroner made up the group at Coroner Tice's office in Mount Vernon yesterday, where was continued the inquest into the death of the infant Mabel Curry, who died in the country branch of the New York Infant Asylum on the 26th of August last, as is alleged, from an overdose of ammonia administered by a careless, untrained nurse. The nervous woman was Dr. Caroline G. Marr, the resident physician of the asylum, who had been accused of intoxication by Edna Schneider on the previous day. The female detective was Miss Emma B. Britton, of No. 247 West Twenty-second street, and the anxious woman was Mrs. Westcott, of Philadelphia, sister of Dr. Marr. The latter was anxious to vindicate her character by introducing Miss Britton, Mrs. Westcott and a number of others to prove

her correct habits, but the Coroner declined to receive such testimony upon the ground that Dr. Marr was not on trial for any offence; that the investigation was exclusively begun to ascertain the cause of the death of the child, and to learn whether anybody was responsible therefor. Dr. Marr's lawyers, Horatio F. Averill and Lawyer Delahanty, insisted upon the testimony being received. Concerning the admission of this testimony, there was an animated argument, during which one of the lawyers was warned to keep still under penalty of being arraigned for contempt.

The first witness was Miss Kate Coleman, an inmate of the asylum at the time of the administration of the ammonia. She testified that while she was in charge of the convalescent ward a child named Katie Coles was taken suddenly ill, and she went to notify Dr. Marr; the Doctor said she should be right down; in about fifteen or twenty minutes the Doctor came and Miss Hanley, the matron, said she thought the child was dying; after looking at it Dr. Marr said the infant did not need anything; the child died soon afterward.

With reference to the discharge of the witness from the asylum she said that on Monday night last Mrs. Levi M. Bates, wife of the treasurer of the institution, came up from New York and told the matron to discharge her, and Mabel Curry, mother of Mabel Curry, the next morning, assuming as a reason that she (the witness) had been sorry to see Dr. Marr; Miss Hanley told witness that her instructions were to see her and saddle on the train for New York, but to be sure that they did not go to Mount Vernon; she was, therefore, sent to Brooklyn to take the train on the Harlem Railroad instead of the New Haven Railroad, which was nearest Mrs. Shuman, who took the witness to the station, told her not to get off the train until she arrived in New York; Coroner Tice interrupted her at West Mount Vernon; she was discharged without notice, when, she said, was contrary to the rules of the institution, the rule being to provide situations for women before they are discharged.

"Have you ever seen Dr. Marr under the influence of liquor?" asked the Coroner.

"I have smelled liquor upon her several times when she was visiting in my ward," the witness answered.

"What was the liquor you smelled?"

"Either brandy or whiskey."

"Did you ever see Dr. Marr when she appeared to be intoxicated?"

"Yes, sir, I have seen her when she appeared to be intoxicated."

"When?"

"Last summer, when the epidemic was raging; she was not able to attend to her duties."

By a Juror—Did you ever have any trouble with Dr. Marr?

"Well, I thought my child who died in the asylum had not been properly treated; one time she gave me the wrong medicine; I got it from Mrs. Otis, Dr. Marr's assistant; I took the medicine to Dr. Marr and she took it out of my hand and said she would keep it; that is all the trouble I ever had with her."

Dr. Marr's story.

Dr. Marr, the resident physician of the institution since May 1st last, testified that on August 26 she sent her office girl to take the temperature of the child Mabel Curry, who having been reported sick, and after this the child was removed to the hospital ward for measles; the infant was suffering from it; the order was given to the nurse, Mrs. Stewart; the witness also said that she prescribed a cough mixture for the child.

Dr. Marr said she was in bed about the middle of the night, and Anna Howland, the nurse, came in and told her that Mabel Curry had died; she (the nurse) had given the child aromatic ammonia; the witness inquired whether this was so, and the nurse said it was not; the witness went to mother's room; she felt its pulse and looked at it and said to the mother, "You need not feel uneasy, the baby is doing very nicely;" she did not then understand that the child had taken a tea-

spoonful of the ammonia; she thought it had only taken a dose of from three to five drops; she testified that the child died of convulsions and measles.

Does not drink.

"Are you in the habit of drinking alcoholic liquors?" inquired the Coroner.

"No, sir; I have never used them except upon a Doctor's orders."

"Have you ever been under the influence of intoxicating liquors?"

"No, sir; never."

"Has any one ever given you any brandy while you have been in charge of the asylum?"

"When I first went to the asylum I was ill with peritonitis; Dr. Brush presented a tablespoonful of brandy in a glass of milk every two hours; as I became better the amount was lessened to four glasses a day and then down to one and then the liquor was discontinued."

"Have you taken any liquor while you were out riding?"

"As I was recovering from the peritonitis I was taken out driving by Miss Rodia Hanley; at such times a small glass of whiskey or brandy, I don't know which, was handed me by my office girl, Sarah Brown, several times, but I should not drink on the way; once it was touched, but at other times it was refused to let me and she carried it back to the office."

Dr. Marr's attorney, Mr. Averill, stated to a Herald reporter last night that Dr. Marr would cause the arrest of Miss Schneider on a charge of perjury.

Was the change a proper one?

It would appear from the records that two months after this change in the Board of Trustees at the last election and the election of Mr. Clark as president, all the medical men then in the management were removed, as was Dr. Brush, the physician in charge, and Mr. Marr was appointed in his place. At the inquest on an epidemic of measles, scarlet fever and diphtheria in the asylum, a Coroner's jury reported on October 13 last—

"It appears that in two months thirty per cent of the children in the asylum have died. The death rate of mortality, in our opinion, is the result of gross negligence upon the part of those having charge of the medical and sanitary department of the institution and a lack of attention of the president of the society, acting in appointing and retaining a person incompetent of performing the duty required of a physician in charge of such an institution. We request that the attention of the proper authorities be invited to the matters referred to, and that immediate steps be taken for the suppression of the epidemic now, and for some time past, existing at the institution, and that all legitimate means be had in respect to inmates, but not only the lives and health of the inmates, but also the lives of those residing in the neighborhood districts. Further, we request the Coroner to call to this investigation and ask him to inquire whether the extraordinary rate of mortality above referred to is not a proper subject for criminal investigation by the Grand Jury."

Asylum infants.

If there is any human creature who is utterly unable to help itself, to tell of its wants, complain of bad treatment, or hope for the assistance that is prompted by affection, it is an infant in an asylum. There is no person, therefore, who so greatly needs that all persons having control over it should be competent and vigilant. The testimony given yesterday to a coroner's jury at Mount Vernon seems to show that the woman who has been physician in charge of the country branch of the New York Infant Asylum consumed liquor enough to be at times unfit to perform the duties of her position. Drinking physicians, no matter how thorough their education and how great their experience, are not called

by parents to attend sick children. To place one in charge of a number of infants who by the misfortune of orphanage are denied the loving attention that in the family circle is often a fair substitute for physicians' visits is a grave offence against humanity.

At a Coroner's inquest in Mount Vernon, Westchester county, witnesses testified that an infant in the New York Infant Asylum in Eastchester swallowed a teaspoonful of spirits of hartshorn, and that Dr. Marr, the female physician in charge, did not administer any antidote.

N.Y. Herald Nov 2, 1883

DR. CAROLINE MARR.

Testimony Against Her at the Infant Asylum Inquest.

ACCUSED OF BEING A BRANDY DRINKER.

A Sufferer from Sick Headaches, Her Sister Says—Her Alleged Neglect.

Some very startling revelations were made yesterday before Coroner Rice and a jury at Mount Vernon as to the management of the country branch of the New York Infant Asylum, under Mr. Clark Bell's presidency. These disclosures were brought about during the inquest, which was begun yesterday, into the cause of the death of an eleven-month-old infant named Mabel Curry. This child died on August 27 last, soon after swallowing a teaspoonful of spirits of hartshorn, administered by an inexperienced young woman, who had been selected from among the convalescent mothers belonging to the institution to serve in the responsible capacity of night nurse in the sick ward. The Coroner, in response to a formal complaint made by a justice of the peace of the town of East Chester, disinterred the body of the child on Tuesday. The complaint stated that Dr. Caroline G. Marr, the women physician whom Mr. Clark Bell appointed to succeed Dr. E. F. Brock, for two years the physician in charge of the asylum, did not do anything to alleviate the sufferings of this infant after it had taken the poison.

The inquest was held with a view to prove or disprove this statement and the result of the inquiry was a surprise to everybody. The witnesses not only testified to the truth of the charge, but one witness—the maid now employed to attend personally in Dr. Marr's room or office—testified point blank that during the summer, while the children were dying at the rate of thirty-three per cent a month in the asylum, Mrs. Dr. Marr and a woman friend were indulging in a protracted spree covering a period of more than two months. The Coroner explained to the jury that this testimony was introduced to show Dr. Marr's inability to attend to her medical duties when the child was poisoned.

HOW THE POISON WAS ADMINISTERED.
Dr. Marr was not present during the giving of testimony against her, but Mr. Averill, counsel for

the asylum, represented her and Mr. Clark Bell. The first witness called was Miss Anna Howland, an intelligent looking young woman. She was the nurse who accidentally gave the infant the fatal dose. She said she was appointed about the middle of August by Dr. Marr. She said she did not receive any instructions as to her duties except that she was to give medicines to patients who were sick in the ward; on the night of August 26 last the witness went on duty at nine o'clock; she was told to give the child a teaspoonful of a solution of quinine every three hours; on the table were two bottles of the same size, one containing the quinine and other spiritous hartshorn; there was also a larger bottle containing aromatic spirits of hartshorn; in mistake she said she gave a teaspoonful of spirits of hartshorn, and not the aromatic spirits, as had been stated by the asylum authorities; the child was strangled and got black in the face; she immediately told Mrs. Stewart, the day nurse, of the mistake she had made; Mrs. Stewart clasped her hands and ran and got a teaspoonful of water and gave it to the child; about ten minutes afterwards Mrs. Stewart sent the witness to inform Dr. Marr of the accident; Dr. Marr came, looked at the child and went away; she did not leave any medicine for the witness to give to the child during the night, and none was given to relieve its suffering, so far as the witness knew.

DR. MARR SAID NO HARM WAS DONE.
Mrs. Elizabeth Stewart, the day nurse, said the child came to the sick ward supposed to be ill of measles on the day the hartshorn was given; Dr. Marr had directed quinine to be given to the child every three hours; the witness gave Annie Howland directions about the medicine and the nurse made a mistake; witness gave the child a teaspoonful of water and put her finger in its mouth to make it vomit; Dr. Marr was sent for and she came after a delay of several minutes and asked what was the matter; witness told her the baby had taken ammonia instead of quinine; Dr. Marr asked her how it had acted and she said it had turned her black in the face; the doctor said it would not hurt the baby; she did not examine the child; did not look into its mouth; did not give any antidote for the poison or prescribe any.

"After the doctor had told me this," said Mrs. Stewart, "I did not feel uneasy. This happened at about eleven o'clock at night. The doctor did not give any medicine from that time until the child died—twenty-three hours afterward."

UNDER THE INFLUENCE OF BRANDY.
Miss Edna Schneider, the maid who attends in Dr. Marr's room, said she had seen Dr. Marr frequently in a sort of daze; she did not seem to be in her right senses; she had seen Dr. Marr under the influence of brandy.

"How often?" asked the Coroner.
"So often that I have never kept an account of it," was the answer.

"Do you know that she was under the influence of brandy?"
"I do, sir."

"Have you seen her drink?"
"I have."

"How do you know it was brandy?"
"Because I have given it to her."

"How often have you given it to her?"
"As often as she called for it; she called for a totie nearly every time she went out riding; I have seen her so much under the influence of brandy that she didn't know what she was doing."

"Have you seen her very much under the influence of brandy?"
Witness—Yes, sir; so much so that she had to go to bed in the middle of the afternoon; nearly every afternoon last summer; she had a friend there named Miss Britton.

"Can you swear positively that you have seen Dr. Marr so much under the influence of liquor that she could not attend to her duties, and had to go to bed?"

"Yes, sir; I have seen her so very often."

"Who was this Miss Britton?"
"I don't know."

"Did she belong to the asylum?"
"No, sir; she did not."

"How long was she there?"
"Oh, she was there off and on about two months."

SUBJECT TO SICK HEADACHES.
A sister of Dr. Marr, who was present, was greatly shocked at these disclosures, and said to a Herald reporter that her sister was subject to sick headaches, and she supposed that this is what ailed her when she seemed to be intoxicated.

The inquest was adjourned until this afternoon.

N.Y. Herald Nov 6, 1883

THE INFANT ASYLUM INQUIRY.

Several of Dr. Marr's Statements Flatly Contradicted.

TESTIMONY TOUCHING HER HABITS.

The Asylum Left to Take Care of Itself During an Epidemic.

Dr. Caroline G. Marr, the lady physician in charge of the country branch of the New York infant asylum, whose management at Mount Vernon is a subject of investigation at Mount Vernon by Coroner Rice and a jury, was not present yesterday at the continuation of the inquest touching the death of the infant Mabel Curry, who died there on the 26th of last August. Neither was Mr. Clark Bell, who appointed her to the position. Lawyer Averill was on hand to look after the interests of the asylum, and Mrs. Westcott, Dr. Marr's sister, from Philadelphia, was also there to hear what the witnesses said to say concerning her sister.

The leading feature of the inquiry was a flat contradiction of a considerable part of Dr. Marr's testimony given at the session held on Friday last. On that occasion Dr. Marr testified that when she was informed that the infant had been given ammonia instead of a solution of quinine she did not know that it had been given a teaspoonful. She understood, she said, that it had been given only a dose of the aromatic spirits of ammonia, and that she examined the child and found it resting quietly and easily. The mother of the infant told an entirely different story. The child, the mother said, went into convulsions and was suffering from one at the time of the doctor's visit. She also contradicted Dr. Marr's testimony with reference to the medicines ordered. Dr. Marr testified that she prescribed acetone wash and directed the administration of a mouth wash for the bronchial trouble with which she said the infant was suffering. The mother contradicted this. She says that no such medicines were ordered or given, and was positive that the doctor knew just what had happened to her infant, for she heard the matron tell her.

AS TO DR. MARR'S HABITS.
Further testimony was taken with reference to Dr. Marr's personal habits and her conduct during the epidemic. It was shown that the compounding of medicines was intrusted to an inmate of the asylum who had no medical experience whatever. Most of this information was obtained from Mrs. Harriet Summerville, the assistant matron at the asylum, who said that at times Dr. Marr appeared to be dazed; she did not seem her many times in that spells had never seen her drink.

"Have you ever known Dr. Marr to leave the need attention?" inquired the Coroner.
"Yes, sir," she replied, "I have known her to go out at four or five o'clock in the evening and not return until midnight or later, and sometimes she would remain away all night."

complain of the treatment they received?"

"Yes, sir; I have heard them complain that the medicines were not properly prepared. I have heard Annie Young, Annie Sutherland, Susie Curry, Katie Coleman, Mrs. Stewart, Nora Mary and quite a number of others complain to me that the medicines were not made up properly. One day Miss Hanley, the matron, to whom I reported those cases, told Dr. Marr that she (Dr. Marr) ought not to leave the preparation of the medicines to Sarah Brown, a girl who had no medical experience, having been taken from among the inmates."

She further said that when Miss Hanley told Dr. Marr about the complaints she made some remark which the witness did not understand; Miss Hanley advised Dr. Marr to write for assistance, which she did; then a female student, known as Dr. Otis, came; the complaints did not cease even then; and new patients made similar complaints.

By the Coroner—Did you ever know Dr. Marr to take liquor with her when she went out riding?

"Yes, sir; I have known her to take a small bottle with her when she went out riding."

"Did you ever see her drink?"

"No, sir; I never saw her drink."

By a juror—When Dr. Marr went away, staying all night or until late at night, during the epidemic, did she leave any other physician there in charge?

"No, sir; nobody except Dr. Otis."

"Who is Dr. Otis?"

"She is a medical student, I believe."

Question—Submitted by Mr. Averill, counsel for the asylum—Did Dr. Marr take any liquor with her when she was out riding after August 1?

"I don't remember."

By the Coroner—Did you understand that she took liquor on account of her headache?

"Yes, sir; I understood that to be the reason."

THE MOTHER'S STORY.
Sadie Curry, the mother of the infant, came upon the witness stand trembling and excited. She said her child was sick with measles, so Dr. Marr said; witness attended and nursed the child herself; she said that Dr. Marr prescribed three grains of quinine to be given every three hours in solution; Dr. Marr first saw the child at half-past two o'clock; she was in the sick ward; Dr. Marr did not prescribe any other medicine; she (Dr. Marr) said nothing about the child having bronchial trouble.

Mrs. Stewart, the day nurse, gave the child the medicine up to the time the night nurse, Annie Howland, went on duty; between eleven and twelve o'clock Annie Howland gave the child a teaspoonful of spirits of hartshorn; the child was lying in witness' arms asleep; Annie roused her up to take her medicine; the child swallowed the hartshorn and turned black in water and clapped it on the back; Dr. Marr was after the child appeared to be a little easier; Mrs. Stewart told Dr. Marr that the child had taken the ammonia, and Dr. Marr said it would not hurt her; Dr. Marr did not examine the child; did not look into its mouth; did not prescribe any medicine and did not come near it; and Dr. Marr ordered the witness to the other end of the room; when the child took the ammonia it turned all the mucus membrane off its mouth and tongue; the child took no nourishment or medicine from the time it swallowed the ammonia until nine o'clock the next day; it then had convulsions, but the doctor did nothing for it; about nine o'clock at night the doctor came around and ordered a mustard bath; the bath was 110 degrees when the baby was put into it, and it remained there about three minutes; the measles rash disappeared immediately after the child swallowed the ammonia.

HAD GIVEN HER HEADACHE.
By the Coroner—Did you ever see Dr. Marr under the influence of liquor?

"I have been ordered by Dr. Marr to bring her brandy when she was going out riding."

"How often?"

"Several times."

"Were you discharged from the asylum?"

"Yes, sir; last Tuesday Mrs. Rice ordered Miss Hanley to discharge me and Katie Coleman."

"Was any reason assigned?"

"No, sir; we were told to go to New York by the way of Bronxville and not to go to Mount Vernon."

The child had taken a teaspoonful of ammonia."

"Yes, sir, I am; I heard Mrs. Stewart whisper to someone of ammonia; she did not intend I should hear it, but I heard it all the same; they tried to keep it from me."

"And Dr. Marr said it would not hurt her?"
"Yes, sir; she said it would do her no harm; the child was then in convulsions."
"Did the child appear to suffer much?"
"Yes, sir; all night and all day it had one convulsion after another; I never left my child a moment until it died."

Dr. Robert F. Howe and Thomas F. Goodwin, who made the post-mortem examination, testified in substance that the mouth and throat were black and scorched, but that, from the advanced stage of decomposition in which they found the body, they could not state what had been the cause of death.

The inquest was adjourned until to-morrow.

NY Times Feb 1, 1897

A PLEASANT ENDING TO A SUIT.

A very pleasant ending was had yesterday to the suit of Miss Anna A. Petin against Charles A. Ballard, which has been before the Court of Common Pleas for several days. The plaintiff is a Belgian by birth, and is only about 17 years of age. She was living with her aunt and uncle in this City until last Summer, when they went to Europe leaving her in this City, in the care and custody of the defendant, who, prominent to be a father toward her. He is a Frenchman, and about 35 years of age. While living in his house Miss Petin claimed he accomplished her ruin under promise of marriage. She brought suit against him to recover \$80,000 damages and had him arrested. A short confinement in Ludlow Street Jail, however, seems to have given Mr. Ballard time for reflection, and he intimated yesterday his desire to end the suit by marrying the plaintiff, who really loves him. Having come to this conclusion the "course of true love" ran on very smoothly, and the parties came up before Judge Joseph F. Daly, in Special Term of the Court of Common Pleas, yesterday, in order to get married. Ballard is the cousin of a Sheriff's officer. He is a rather heavily-built man, above the ordinary height, and displayed a good deal of unshaven cheek. The fair plaintiff, who is also inclined to be somewhat close to him and exchanged smiling glances with him. Both were a trifle ill at ease. With the plaintiff were her aunt and Horatio F. Averill, her counsel. Judge Joseph F. Daly, on finding out that the parties are of the Roman Catholic faith, told them to go before a clergyman. The party then proceeded to the residence of Rev. Father O'Farrell, the priest of St. Peter's Church, and the plaintiff and defendant were then duly married. After this they kissed each other very warmly and went back to court, where Mr. Averill made application for the release of Ballard from the Sheriff's custody. Judge Daly called Ballard up to him and asked him whether he meant to live with the plaintiff as her husband, and to support her. Ballard professed his entire willingness to do so, and Judge Daly, after giving him some earnest advice as to his future conduct, discharged him from arrest. All the party then retired from the courtroom.

NY Sun Dec 5, 1882

A will devising over \$100,000 to the Hartford Women's Christian Association and made by a man not known to be dead, has been offered for probate. James H. Averill left Hartford in 1875, ostensibly to visit Europe, and has not been heard of since. He was a Yale graduate, had conducted a successful iron business, and was esteemed for his character and attainments. He had many controlling interests, however, and one of them he inherited from his father in order to induce his love of natural scenery. One theory of his disappearance is that he died while roaming in the White Mountains. It is said that the will is not to be contested.

NY Herald Dec 27, 1885

FOR SALE—THREE OF THE VERY FINEST ENGINEERS' SALE. Apply to HORATIO F. AVERILL, 25 Broadway.

NY Evening Telegram
Oct 25, 1883

THE JUNKMEN'S RING.

SURRENDER OF THE NEW YORK DEALERS TO THE BOSTONIAN.

The Old Niagara—A Probable Trap Sprung in the Navy Department—Who Is To Blame?

"Where can I find Mr. Patrick Clancey?"
Inquired a TELEGRAM reporter to-day of Mr. Horatio F. Averill, of Broadway.

"He has gone home this morning," was the lawyer's reply.

"And that mock auction by a mythical auctioneer of the old naval vessels—"

"Will not be held," replied Mr. Averill, with a smile; "the gentlemen interested have settled with my client, Mr. Clancey, and he has gone home with a good sum of money paid him as a bonus over and above what he had paid in the pool himself. The matter has been arranged, as far as Mr. Clancey is concerned, satisfactorily. I can assure you, The New York junk ring, the members of which were so astounded at Mr. Clancey's audacity—in the papers—has made a complete surrender to the Bostonian."

A JUNK DEALER'S STATEMENT.

One of the most extensive junk dealers on South street, near the dry docks, told a TELEGRAM representative to-day that while the junk business, as carried on by individuals, might be more or less of a lottery, the element of chance was nearly, if not wholly, eliminated from the dealings between the government and the present ring. There are always wheels within wheels in this "forest-brokers" system, which protects only a possible connection between corrupt officials and the recognized ring. "Such a combination," said the reporter's informant, "is inevitable always as every intelligent outsider knows, and the clocks go calling against fraud and jobbery are its best 'cover' under the present system of the Navy Department's routine of purchase and sale, and the extent in amount and degree of fraud that can be perpetrated is regulated directly by the nerve and audacity of the officials themselves, for outside assistance is always to be had."

OPERATIONS OF THE RING.

"This ring, which has made the latest purchases from the Navy Department, is an old combination, and they have done well in getting rid of Mr. Clancey and Mr. Lynch, though no doubt Mr. Lynch would have stayed in had he been strong enough financially. They have got a better thing, I think, than an honest profit derived from the breaking up of the vessels purchased—as I am told. If you read the schedule of the vessels offered for sale that is signed by the Secretary of the Navy and issued June 21, you will see that in the description of the different vessels some engines are specified in detail. The inference is, of course, a correct one, too—that together with the condemned hulls the engines are also to be sold. Or why, in the name of common sense, were these details specified?"

THE NIAGARA'S ENGINES.

"Take the description of the Niagara, for instance, which reads thus:—'Niagara—Wooden screw ship, 6,449 tons displacement; built in 1881; engine, direct action; three cylinders, diameter 24 inches, stroke 26 inches; built by the Marine Iron Works, approximated value, \$200,000.' If this does not mean that the engines of the Niagara are offered for sale at the upset price of \$27,000 by the Secretary of the Navy, what does it mean? It is true that at the end of the list the proposal is qualified by the following clause:—'All articles of outfit and equipment are absolutely exempted from any of these vessels are absolutely exempted from the sale.' By no possible personification of the benevolence of the Navy Department can this clause be taken to mean that the engines are to be sold, and equipment applied to a vessel's engine, and

and the well-known classification of the various departments of the navy will contain this.

A LITTLE HILL AGAINST THE GOVERNMENT.
There is a separate bureau for engineering, construction and repairs, and equipments and the gentlemen who have innocently made these late purchases have found to their surprise, as I am told, that the Niagara has no engine. As the government in its dealing with outside contractors is very reticent in adhering to its formula it must deliver these engines specified so distinctly with the ship. As a matter of fact, however, the Niagara has neither engines nor boilers and to replace them would cost the government over \$200,000, and this is what the New York junk ring and demand of the government. In fact I am told that some of them are now in Washington to attend to the matter."

Telegram Oct 24, 1883

THE "JUNK DEALERS' FIGHT."

STATEMENT OF ONE OF THE NEW YORK SYNDICATE.

He Explains How and Why They Got Rid of the Boston Man—A Cause of Offense.

The following has been received from Mr. Miller, of Brooklyn, concerning the late purchase by a syndicate from the government of the following men-of-war—Susquehanna, Honolule, Shawmut, Worcester, Iowa, Congress and Niagara—shipped to the TARDARON of the 20th and 25th—

In the injunction suit, Patrick Clancey, of Boston, among other things, swears as follows:—

"I was on or about the 7th day of October, 1882, it was agreed between all the parties to the said before mentioned agreement that the provisions herein contained for a second sale and the selling to any of the parties thereto, should be stricken out or eliminated therefrom, and that instead thereof the said vessels should, when they became finally and absolutely the property of said parties, be broken up and the product thereof sold for the joint benefit of all the parties to the said agreement."

Now strike the above out of the voluminous injunction papers, and the latest student at law could have quashed the injunction, as the whole strength of the case rested on that portion of his affidavit, and as to that portion of the affidavit there were then, and still are now, six respectable gentlemen in high social standing to refute it.

Clancey, besides restraining us from selling, asks in most seriously decried by me, as it seemed to me to be the only safety for our side. We retained no time to approach for argument, but only, however, with a view to the recovery.

CLANCEY'S COMPLAINT.

Clancey complains of the notice served upon him of the intended sale of the said ships, and that no place was named in the notice at which the sale was to take place, but this he certainly did know—that the office of Richards & Co. was printed directly over the written notice. He furthermore knew that many of the business connected with these ships had been transacted there, and that, in fact, all the business connected with these ships had been transacted there, and then, again, had he been with being only a few feet off when the notice was served on him and obtained this important information. As not to be sold through that medium.

Clancey states in his complaint that the defendants tried to coerce and compel him to sell his interest for \$2,000. As to this I will say that we tried both to buy him out and induce him to stay in. His price for going out was \$10,000; the conditions on which he would remain in was that the ships should be dissected where they now lay, and further that he should be allowed \$5 per day apparently for looking after his own interest. He finally yielded a little on these terms. These terms seemed to be entirely reasonable, that the holders of the other five interests could not entertain them, hence this suit. He says in his complaint that we threatened to

sell the ships and bring him in suit to us. I can substantiate by three witnesses that it had been agreed by the parties in interest to bid these ships up to a price that would have suited Clancey, more than \$5,000 profit, which we had previously offered him.

Clancey, in his complaint, speaks of the short notice of one day. He certainly had notice from the day the proposals were put in, September 24, to the day of the proposed sale, October 18.

VALUE OF THE SHIPS.

Clancey swears that the total value of these ships is about \$350,000 when broken up. (Remember, \$25,000 is also about the value of these ships. In drawing up papers of this kind, when the word "about" can be used the latitude may be very great.) There is one thing that might have come in close proximity to the about value of these ships when broken up, and that is as to whether it costs anything to tow these vessels on to New York from Norfolk, Boston and Portsmouth. Whether it costs anything to reduce these vessels to kindred metals, I have no doubt whatever counsel forgot all about this; he certainly would have put it in the papers in this case if he had thought of it. Now, by the way, this last statement may reflect a little on the counsel, because I charge the omission to inadvertence. To sure this is most certainly true that I have seen the counsel several times, and certainly had one lively talk with him in which he convinced me that he was wholly awake and not asleep.

While on the subject of cost of breaking up ships I will here say that I have in my possession a memorandum of the cost of breaking up two ships, the Albany and the Erie, similar to those purchased of the government at the last sale, and the expenses were nearly \$25,000.

MEANS, RICHARDS & CO., Captain Stannard and myself have now purchased Clancey's interests for \$4,500. This is an excess of \$1,500 over the price we had offered him. We pay this excess for the sole purpose of getting rid of a person with whom we could not agree on any reasonable terms.

ALLIANCE OF CLANCEY AND THE JUNK DEALERS.

There has been a great deal made in some of the daily papers about the immorality and corruption of the New York junk dealers in forming an association to purchase as many ships as they could. The point attempted to be shown is that, being together, we would not bid against each other. This is very true, but then surely there are more than six junk dealers in the United States, and the sale of these ships was certainly advertised for a sufficient length of time, and in a sufficient number of papers in the United States, to have brought it to the notice of other junk dealers.

Now for the result of our bidding by sealed proposals. On a purchase of \$200,015 we have paid the government exactly \$14,415 in excess of their requirements, and about \$100,000 more than any other bidder. In the name of heaven, is there anything in air to the government in this?

I need only to say, further, that my associates and myself approved at such portion of the price as we have staved any of us "junk dealers," for the reason that we are not junk dealers, but engaged as follows:—Messrs. Hubbell & Porter, large manufacturers at Syracuse; Messrs. Richards & Co., extensive metal dealers, New York; Captain Stannard, retired sea captain, Westchester County, real estate. Dr. Hunter, Pierpont House, Brooklyn.

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The undersigned have this day formed a co-partnership
under the firm name of BETTS, AVERILL & ALEXANDER, and
practice of law.

Their offices will be at No. 35 Broadway, (Rooms 31
to 34, second story front—over the White Star Line's
Office.)

George F. Betts.
Horatio F. Averill.
Thomas Alexander, Jr.

New York, January, 1, 1884.

Betts, Averill & Alexander,
Counsellors at Law,
No. 35 Broadway,
Rooms 31 to 34, second floor front.

George F. Betts.
Horatio F. Averill.
Thomas Alexander, Jr.
New York City.

77
Horatio F. Averill,
Attorney & Counsellor at Law,
35 Broadway;

Rooms 31 to 34

Second floor front—flight up or take Elevator

N. Y.

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Suits Against the City.

ONE RESULT OF THE DECISION IN THE NAVARRO WATER-METER CASE.

A Widow and an Executor Put in a Claim in Court for Over a Million for Printing Done During the Tweed Regime—Notes from the City Hall.

The decision of the Court of Appeals in the De Navarro water-meter claim and the payment by the Comptroller of the full amount of the principal and accrued interest thereon, are likely to lead to the revival of a number of other suits arising out of transactions with the municipal authorities under the Tweed regime. Complaints were served on Corporation Counsel Lacombe yesterday in three cases, which do not come under the same category as the De Navarro claim, but the settlement of which was refused on the ground of conspiracy and extortionate charges. The suits are brought by Lawyer Horatio E. Averill in behalf of Elizabeth Jones and another, as "executors." The Mayor, Aldermen and Commonalty and J. Jarvis Jones and William C. Rogers are made defendants. The aggregate amount claimed is \$1,220,523.57. One of the suits is brought in the Supreme Court and is for \$707,500, that amount, it is alleged, being due for printing, &c. Another is brought in the Court of Common Pleas for the recovery of \$145,044.50 for printing done in 1870, and the third is brought in the Superior Court to recover \$368,314.05 for printing done in 1870.

The corporation printing, under the Tweed regime, was done by two firms. The members of one of the firms were Edward Jones, J. Jarvis Jones and William C. Rogers, and of the other William C. Rogers, and J. Jarvis Jones. Edward Jones was a special partner in the latter firm, and was the uncle of the other Jones. He furnished the greater part of the capital for both concerns, and it is his widow who is now trying to recover "the amounts of the original claims." J. Jarvis Jones and William C. Rogers were arrested on complaint of the then Corporation Counsel. They accepted \$50,000 in full payment of all claims and executed a release, after which they were set at liberty. That release was executed on Nov. 8, 1872. The object of the suits, the complaint in which were served on the Corporation Counsel yesterday, is to have the release set aside on the ground that it was executed while J. Jarvis Jones and William C. Rogers were in custody. Should the release be vacated the plaintiffs will proceed to prosecute for the recovery of \$1,220,523.57 from the city.

Troy Daily Times.

TUESDAY AFTERNOON, MAY 12, 1885.
—Mrs. J. G. Averill, widow of Major J. G. Averill and daughter of the late Clement Shuyter, died yesterday at Sandlake. She was born at Sandlake in 1809, and was the mother of H. F. and J. K. Averill of New York and Mrs. P. H. Howard, Mrs. C. H. Niles and Mrs. Darius Clark of Sandlake. Mrs. Averill was an estimable lady and her life abounded in deeds of charity. She will be greatly missed.

An Order Vacated in a Mining Suit.

A motion was argued before Judge Van Brunt in the Supreme Court Chambers to-day to set aside an order which had been granted for the examination of Henry Clews before trial. This order was obtained by the plaintiff in a suit brought by Eliphalet Mott against Henry Clews, Frederick Grant, John B. Alley, Las Nevre Minas de Santa Maria Gold and Silver Mining Company, and others. The suit is pending in the Supreme Court, where it was begun about two years ago, and the complaint charges the individual defendants and the trustees of the company with improper disposition of the \$25,000,000 capital stock of the defendant mining company. The mining property is alleged to be of little or no value; and the plaintiff also asks for an accounting. A demurrer to the complaint was interposed over a year ago by the defendants upon the ground that it did not state facts sufficient to constitute a cause of action. This demurrer was overruled by Judge Donohue, but the case has never been brought to trial. To-day Mr. Albert Abbott appeared in support of the motion to vacate the order for the examination of Mr. Clews, and was opposed by Messrs. G. M. Harwood and H. F. Averill. Judge Van Brunt, after hearing the argument, vacated the order.

A RELIO OF THE TWEED RING.

Mysterious Disappearance of Papers in the Jones Suit.

The action brought by the executors of Edward Jones, against the city, to set aside the settlement made by the city, through the then corporation counsel, now secretary of the navy, William C. Whitney, of \$50,000 as a compromise of the famous \$2,000,000 suit to recover unpaid bills, audited by Watson, during the Tweed administration, was called for trial to-day in supreme court, special term, before Judge Beach.

It is charged that the compromise was a fraudulent one. Colonel H. F. Averill, counsel for the plaintiff, asked for a postponement of the trial, and said he had recently applied to Judge Barrett to grant a commission in order to take the testimony of Secretary Whitney, in Washington, as a witness in the case. He thought the commission had been granted, and with it a stay of proceedings, until Secretary Whitney's testimony is returned, but he now informed the court that in some mysterious way the papers had disappeared and could not be found. He expressed his determination to discover what had become of them. The opposing counsel declared that he was anxious to try the case as soon as possible, but no strenuous objection being made to an adjournment the case was postponed until the 10th inst.

THE EVENING STAR.

FRIDAY, MAY 15, 1885.

Obituary.

It is with deep regret that we read of the death of Mrs. James Q. Averill, daughter of the late Clement Shuyter, and widow of Major James G. Averill, whose death occurred March 21, 1881.

Mrs. Averill was born at Sand Lake, N. Y., September 20, 1809. She was educated after the manner of that period and lived always in her native village.

With a heart big with charity she was well prepared for the long and useful life allotted to her.

"Teach me to feel another's woe, to hide the fault I see," was her song, and the "Golden Rule" her motto. No deserving charity ever knocked at her door in vain. No friend or neighbor ever sought sympathy and found it not.

Seldom has death by one blow appealed to so many hearts. A kindly remembered presence is gone—a gap left not easily filled. Constant in good works she was most faithful in her attendance upon those who needed her, and "Aunt Clarissa" was ever a welcome guest in the sick room where her very presence seemed a remedy in itself.

Words cannot do justice to the memory of the devoted wife, loving mother, kind neighbor and faithful friend for whose living the world is better.

The kindly hand is cold, the gentle heart is still. The bright intelligence fled. Many will follow her to her grave sorrowing—remembering some friendly deed the loving hand has wrought—some gentle word the loving lips have spoken.

For the bereaved sons and daughters, who will miss forever from among them the tender "mother-love" which has surrounded them we can only pray that the "Good Father" comfort them even as He giveth his beloved sleep."

New York Daily Tribune.

FOUNDED BY HORACE GREELEY.

SATURDAY, NOVEMBER 14, 1885.

AMERICAN CAPITAL IN CHINA.

A MEETING TO CONSIDER THE BUILDING OF A RAILROAD.

A meeting was held at the Fifth Avenue Hotel at 8 o'clock last night, which had been called by Nathaniel McKay to consider the question of forming a strong American company to build railroads in China. Mr. McKay explained the situation to a THIRTY reporter last night. A friend of his, Baron de Lorne, who has been several years in China, has recently returned from there. The Baron knows the country well. He is one of the few Europeans who have travelled all over it. He speaks Chinese. The Chinese Government, has determined to build railroads. Having been more favorably impressed with the American system than any other, the Chinese would like to contract with a "strong" company. The Baron, after taking the necessary steps with the Chinese Government has come on here to form a company, which will enable him to contract for the construction of these roads. It is not money that he wants so much as men of influence, means, business standing and honor, whose names will be a guarantee to the Chinese Government that the contract will be carried out. On the formation of such a company, the Baron will return to China with engineers at his own expense, have the surveys of the projected roads made, and attend personally to the granting of concessions and passage of decrees or laws for the building of the roads. The conditions proposed by him to the Chinese Government are these: The grant will be in the name of the corporation. The bonds will be issued as a loan, and will be guaranteed by the Government as well as the interest, and the bonds will not constitute the first lien on the road. After the completion of every section of twenty-five miles the Government will deliver a portion of the bonds to the corporation. The company will have authority to issue a first mortgage bond on the road in the same manner as those on the Union and Central Pacific. The credit of the Chinese Government is beyond question, their bonds being quoted in London at from 111 to 112½. Baron de Lorne was formerly in the French Navy.

There was not a large attendance on the meeting. Those present included Sidney Dillon, ex-Senator McDonald, of Arkansas; F. K. Ham, ex-Judge Wallace, of California; G. H. Lewis, H. F. Averill and Congressman Agnew. Mr. McKay was named as chairman and G. Colne, of the Panama Canal, as secretary. A letter was read from Abram S. Hewitt saying that he would be glad to co-operate so far as his official position would permit in any plan for placing control of the coming railroad development in China under American auspices. Baron de Lorne in broken English read a paper showing the changes of public mind in China, by which it was now possible for railroads to be constructed without the opposition of the people, who forced the demolition of the first twelve miles of road built there some years ago by English capitalists. The statements made by Mr. McKay as to the conditions of the grant were repeated by the Baron, who suggested that a committee be appointed to undertake the formation of the proposed American company. The chairman appointed the following committee, saying he had consulted all the gentlemen named, and the meeting added the chairman and secretary to the list: William H. Barnum, J. D. Ripley, Russell Sage, Abram S. Hewitt, G. J. Averill and Baron de Lorne.

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HILL, JONES and VICTORY!

Twenty-first Assembly District.

TAMMANY HALL Democratic - Republican Organization, OF THE CITY OF NEW YORK.

PRIMARY ELECTION.

For Delegates to the several Nominating Conventions, on Thursday
Evening, October 1, 1885, from 7.30 to 9 o'clock, at
No. 104 West Forty-seventh Street.

County and Judiciary Convention.

Delegates to meet at Tammany Hall, on Tuesday, October 6,
1885, at 3 o'clock, P. M.

Charles F. Allen
James C. Spencer
Robert E. Deyo
John A. Sullivan
William C. Traphagen
David F. O'Connor
Daniel M. Porter
John M. Tracy
Hugh Donnelly
John H. V. Arnold
Francis Blessing
Henry Hughes
John Slattery
William Lalor
Richard C. Fellows
John Davidson
Robert J. Brown
J. Blake White, M. D.
James J. Coogan

Joseph J. O'Donohue
Abraham Dowdney
Roswell D. Hatch
Frank Loomis
Hugh L. Cole
Nelson Smith
Patrick J. Ford
William J. Duggett
Henry Hildburgh
Simon Herman
John McGarron
Wallace Bamberg
Michael Sullivan
James S. McGovern
Max Danziger
Daniel Whelan
Patrick H. Power
David De Venny
John Morgan
Henry E. Kavanagh

J. Edward Simmons
John Cochrane
James M. Brady
Cornelius O'Reilly
Charles P. Kearney
Cornelius J. Kane
James J. Martin
John P. Reed
William Morris
John D. Newman
Francis Schell
James G. Brown
Charles McCloskey
David Leventritt
William Fitzgerald
William O'Brien
James Connolly
John J. Carr
Patrick Daly

Tenth Senatorial District Convention.

Delegates to meet at No. 2313 Third Avenue (near 125th St.),
on Monday Evening, October 12, 1885, at 8 o'clock.

James M. Brady
John M. Tracy
Wallace Bamberg
Charles F. Allen
Robert E. Deyo
John Davidson
Nelson Smith
William Morris

John H. V. Arnold
Wm. C. Traphagen
Charles P. Kearney
James J. Martin
Cornelius J. Kane
M. A. McGovern, M. D.
John J. Carr
David F. O'Connor
Francis Blessing

Henry Hildburgh
Cornelius O'Reilly
Joseph J. O'Donohue
Wm. J. Duggett
James Connolly
Patrick J. Ford
William Lalor
John Slattery

Aldermanic and Assembly District Convention.

Delegates to meet at Central Hall, No. 104 West 47th Street,
on Thursday Evening, October 15, 1885, at 8 o'clock.

Joseph J. O'Donohue
Matthew Reilly
John D. Newman, Jr.
Bernard Corlin
John A. Sullivan
Peter Breton
Robert J. Brown
E. W. Chamberlain
Dennis Moloney
Michael Sullivan
Ferdinand Nagel
Daniel Kearney
Michael Lawless
John Lawrence
Daniel Coleman
Thomas Ford
Geo. P. Hinchey
Frank Loomis
M. J. O'Reilly
John Leddy
Isidore Welsh
Roswell D. Hatch
John Cochrane
Henry J. Hannigan
Thomas M. Jackson
Charles E. Allen
William H. Burke
Moses B. MacLay
Herman Luckow
William T. Huff
Patrick Daly
Stephen H. Moore
James S. Cattanch, V. S.
James Murray
David O'Keefe
Patrick Brady
Patrick Burke
Michael Cahill
Percival Farquhar
Cornelius O'Reilly
Thomas Barry
John Evans
Elisha A. Packer
Francis Blessing
Abraham Dowdney
Thomas Nolan
Michael Deane
Patrick H. Power
Walter G. King
Thomas D. Hayes
Frank H. Dayton
John F. Havanagh
Henry E. Kavanagh
William Leslie
Edward O'Rourke
Daniel McVey
Benjamin Kufle
Patrick J. Ford
Michael Egan
Michael Doyle
Daniel M. Porter
Michael Brady
T. J. O'Reilly
Charles R. Smith
W. H. Moloney
James M. Brady
Henry Schneider
William Kennelly
Philip Coffey
Patrick H. McGirr

James Smith
David F. O'Connor
M. V. Healy
James Flanagan
John Gill
Daniel E. Ryan
Daniel Furey
E. P. Medaniel
Patrick Delaney
John Slattery
Henry Klenen
Bartley Scanlon
Thomas Skelly
J. P. B. Dodge
John D. Newman
William P. Coogan
Theodore Roz
Charles T. Oxx
Henry Schneider, Jr.
James B. Brady
William Sullivan
John Maxwell
Frank Clark
Otto Ahrendt
Cornelius J. Kane
Nelson Smith
Charles Ulrich
Henry Cogan
John Coyle
Thomas J. Pockridge
Joseph J. Clark
Matthew McNally
Patrick J. Rutledge
Walter W. Leary
H. E. Van Roden
Michael Curley
Joseph Mooney
John P. Reed
John N. Buck
James W. Dunn
David Roach
Frederick F. Gilbert
Simon Herman
F. R. Halsey
Jos. J. O'Donohue, Jr.
George Muller
F. S. Sullivan
Henry McAleenan
James J. Coogan
James Connelly
James P. McDonald
Joseph John
John N. Mallon
Thomas Kelly
John E. Fitzgerald
Peter Galligan
Charles O'Neill
Christopher Doherty
Patrick McGuire
John T. Dooley
Henry Gregg
Martin McDonald
Thomas P. Kelly
James Healy
John Buckley
James B. McCullum
James Smith
Henry Harstedt
William J. Duggett
Charles P. Kearney

James O'Reilly
Francis Brown
Thomas P. Jones
Edward Kelly
Wm. T. A. Hart
William Smith
Thomas McQuillen
Richard C. Fellows
Wallace Bamberg
Michael Mitchell
Isaac Bamberg
John Doyle
James Crowley
Thomas Mitchell
E. B. Murtha, M. D.
Patrick Monaghan
P. H. Callaghan
James C. Spencer
Hugh Donnelly
A. W. Robertson
Geo. F. Lohring
B. A. Martin
John Brennan
W. C. Traphagen
Joseph Bologna
Hugh O'Connor
M. A. McGovern, M. D.
D. M. Breslin
Joseph Meeks
John J. Carr
William F. Croft
Nicholas Crannault
Wm. J. Morris
S. J. Mayer
William Morris
Jos. A. J. Drew
Patrick King
Herman Meyer
Patrick Corbett
E. A. Mings
Charles Meyer
J. Blake White, M. D.
Adam De Venny
John Wheeler
John Bowes
James T. Malcolm
Wm. H. Merrian
John McGill
Timothy Sullivan
Richard P. Potts
John L. Brown
Thomas J. Morgan
Patrick J. Cokely
James S. McGovern
Francis Neade
S. A. Johnson
M. J. Kelly
John H. V. Arnold
John McGlynn
Francis Curran
James Gaffney
John B. Nugent, Jr.
M. J. O'Brien
Geo. M. Law
John Newman
Charles Young
H. F. Averill
Wm. S. Lalor
David Leventritt
James G. Brown

Patrick G. Healey
John G. Brady
Peter Huron
M. M. Maltby M. D.
Matthew Cosgrove
William Fitzgerald
Geo. W. Powell
Patrick Smith
Dominick Coleman
James Gogerty
M. H. Donovan
Thomas Hines
Joseph Dillon
John J. Flynn
Philip A. Ryan
William Hogan
John J. Brierly
Joseph Kuntze
Michael O'Flaherty
Thomas McKnight
Patrick Bowe
Francis O'Toole
Daniel Sullivan
John H. Bambach
Charles L. Doran
Carl Biggs
Wm. H. Cooper
John Conlon
Peter Malone
Terence J. Duffy
Wm. H. Kelly
John G. Cary
Bernard Kiernan
Robert E. Deyo
Michael Burke
James McManus

Henry Hughes
William O'Brien
John McCarron
James J. Conner
George W. Hughes
Patrick Sweeney
James B. Smith
Hugh McCormick
James Kear
Alfred Kearney
Michael Walsh
H. F. Ruge
Michael Russell
Charles Vogler
James J. Martin
James B. Murray
James Fagan
Felix O'Rourke
Thomas Kelly
Patrick Mehan, Jr.
Edward Fitzpatrick
Matthew O'Rourke
Thomas Buckley
Francis Schell
Hugh L. Cole
Darius Mead
Henry Alker
William Cribbin
Thomas B. Kerr
John E. Burrill
A. C. Innis
L. A. Servatius
E. H. Mead
Charles J. Drew
John Davidson
Delano C. Calvin

Charles Keary
David T. Kidd
David De Venny
Charles Silver
Charles McCloskey
Daniel F. O'Neill
Albert M. Snider
Andrew Doolin
John M. Tracy
J. A. Muldoon
Peter McDermott
T. C. O'Reilly
Dennis Shane
John Fitzsimmons
L. B. Hartford
Henry Hildburgh
Thos. F. McGlynn
Henry Curran
John Carr
Wm. Williams
William Lalor
Albert Colfax
John H. Hill
John A. Seaton
Edward P. Frank
John McLoughlin
Max Danziger
John Wynn
Peter Somers
John Delaney
Jeremiah Delaney
John Byrnes
Charles E. Higham
John S. Falvey
Michael J. Scanlon
John O'Connor

GAZING UPON THE DEAD

A GREAT THROG TAKE A LAST FAREWELL OF JOHN KELLY.

The House to be Open to the Public Till Midnight—Additional Messages of Sympathy, and a Touching Letter from Judge Truax—The Widow Attends Mass.

Hundreds of politicians who were either the friends or enemies of John Kelly during his lifetime viewed the remains of Tammany's dead chieftain to-day. The ice casket containing the body was last night placed in the back parlor of the Kelly mansion, and orders were given to admit every one desirous of taking a farewell look at the dead. People of social distinction and prominent business men were among the callers. Mrs. Kelly was somewhat improved. At 7 o'clock this morning she attended mass at the Cathedral, accompanied by one of her children. Among the callers were Recorder Smyth, Commissioner Brennan, Street Commissioner Coleman, Sheriff Grant, James Barry, Horatio F. Averill, John McConnell, L. H. Chambers, Mr. and Mrs. Roswell D. Hatch, William Larremore, Mr. and Mrs. Coddington and Mrs. Frances Mann.

N.Y. Herald Feb 26 1886

A FAMOUS SUIT REVIVED.

The City Asked to Reopen a \$2,000,000 Compromise.

TWEED'S FRAUDS RECALLED.

What Became of the Money Intended by the City for Jones and Rogers.

A very interesting suit against the city is now pending in the Supreme Court and is likely to come up for trial in the Special Term next Monday. It grows out of transactions which took place during the reign of the Tweed Ring, and is a sequel to certain suits for \$2,000,000 brought against the city which were compromised in 1873 by Corporation Counsel Whitney, now Secretary of the Navy.

The facts in the case are briefly as follows:—In 1873, after the collapse of the Tweed Ring, six suits were brought against the city by three men who had formed themselves into two separate firms—one representing printing, the other stationery. They claimed that the city owed them for printing and stationery about \$2,000,000, including interest, and this amount was sought to be recovered by the suits. The plaintiffs were Edward Jones, J. Jarvis Jones, his brother, and William C. Rogers, his nephew. The stationery firm was known as E. Jones & Co., the printing concern as W. C. Rogers & Co. Before much had been done Edward Jones died. The suits were vigorously contested by the city, and finally, after six years of expensive litigation, Corporation Counsel Whitney discovered that money had been paid to the plaintiffs under Tweed's *quips* for goods not actually delivered. Just about the time that this discovery was made the plaintiffs were in a fair way of getting judgment in one of the suits, which was for \$300,000, on bills approved by the notorious Auditor, James Watson. The city thereupon executed a blank movement. Mr. Whitney obtained authority from the Attorney General to proceed against J. Jones and Rogers to recover the money paid them for goods not delivered, and the two soon found themselves in Ludlow Street Jail in default of \$150,000 bail.

THE COMPROMISE.
After they had languished in jail about two months negotiations were begun. Mr. Whitney, with the concurrence of the Attorney General of the State and Comptroller John Kelly, agreed to compromise the cases. It was arranged that the State should discontinue proceedings and the city pay Jones and Rogers \$200,000. On their side Jones and Rogers were to withdraw their suits against the city. They signed a release and were set free. But all the money they received was \$10,000.

The negotiations between the Corporation Counsel and the prisoners were not conducted by the attorney who had been for years in charge of the \$2,000,000 suits, but by one Harry Feltner, a friend of Rogers. It is claimed that he told Rogers that the city would compromise and pay \$50,000 to have the suits withdrawn, but a considerable portion of the money would have to go for lawyers' expenses and "disbursements." He was sure that \$10,000 would be left for the prisoners anyway. Rogers agreed to this, and a power of attorney was given Feltner, who received the \$50,000 in two \$25,000 warrants from Comptroller Kelly on the order of Corporation Counsel Whitney.

WHERE DID THE MONEY GO?

Jones was not informed of the particulars of the arrangement between Feltner and Rogers, although he knew there was to be a settlement of some kind, and a few days later, when he read in the *City Record* that the city had compromised for \$50,000, he was furious, and wanted to know what Feltner had done with the money. The explanation given him was not satisfactory, and he sued Feltner to recover his share. His case came up in the Superior Court. After some litigation it was found that Mr. Feltner had none of the money in his possession. It was alleged that Henry Thompson, of the Standard Oil Company, and president of a croquet railroad, had received \$30,000 of the \$50,000—what for? No one could exactly tell. Feltner said it was paid as per agreement for counsel fees and disbursements. Mr. Thompson was not a lawyer. The remaining \$10,000 was divided among the real attorneys employed in the suits. The action against Feltner was then discontinued.

CREDITORS ABUSED.

About this time the creditors of the estate of Edward Jones, the dead partner, came to the conclusion that they had been left out in the cold, for they had not received a dollar of the \$50,000 compromise money, and the executors of the estate claimed one-third of it. They likewise resolved to proceed, not against Feltner, but against the city. Lawyer Horatio F. Averill, who had represented one of the creditors, was employed by the executors to look into the matter. He drew up a complaint in which he alleged that the compromise proceedings were tainted with fraud and procured by duress of the surviving partner. He asked that the release granted to the city by Jones and Rogers be set aside and that he be permitted to press the \$2,000,000 claim so far as the interest of the estate of Edward Jones was concerned. Because of the alleged crookedness he claimed the legal right, in behalf of the executors, to ignore the compromise. Mr. Averill began six suits in November, 1884; but later, on motion of Corporation Counsel Lacombe, they were consolidated into one action, which is expected to come up on Monday.

IMPORTANT WITNESSES.

The information sought is chiefly, What did Thompson do with the \$30,000? Mr. Thompson will be summoned as a witness; also ex-Attorney General Schoonmaker, who authorized Corporation Counsel Whitney to compromise the famous \$2,000,000 suits, and Mr. Whitney himself. As he cannot conveniently leave Washington, where his duties as Secretary of the Navy are exacting, a commission is asked for to take his testimony. Another witness will be Lawyer Oliver West, who was the attorney in the \$2,000,000 suits, but "got left" in the \$50,000 settlement.

Mr. Thompson was called on by a *HERALD* reporter last evening and asked if he wished to make any explanation of the matter. He said he had nothing to say; he had no explanation to make; he would not deny or acknowledge the charge.

N.Y. Herald March 2, 1886

THAT COMPROMISE SUIT.

ALLEGED DISAPPEARANCE OF THE PAPERS ANNOYING FOR SECRETARY WHITNEY'S TESTIMONY.

The suit of the executors of Edward Jones, deceased, against the city, which was expected to come up in the Special Term of the Supreme Court yesterday morning, to set aside the settlement made by the city in 1873 to close the famous \$2,000,000 suits to recover unpaid bills audited by Watson under Tweed's administration, was not called, but the case will come up today. Lawyer Horatio F. Averill, counsel for the estate, says that the papers for appointing a commission to take the testimony of Secretary Whitney as a witness in the case have disappeared since they were handed down by Judge Barrett to be served. Mr. Averill said last evening at five o'clock that no trace of them had been found up to that hour. He intended to make a personal investigation of the matter. It will be remembered that this Supreme Court suit is to annul the \$50,000 compromise settlement made between the city and the plaintiffs in the \$2,000,000 suits against the city. Mr. Whitney was the Corporation Counsel at the time. The alleged compromise was fraudulent and that the \$50,000 ground for action in this case is that the three plaintiffs in the \$2,000,000 claim were not consulted nor paid any of the compromise money.

WHO MADE THE COMPROMISE?

JOHN L. DAVENPORT DID NOT GET ANY OF JONES & ROGERS' \$30,000.

The suit to set aside the settlement made by Corporation Counsel Whitney in 1878 in the actions brought by Jones, Rogers & Co. to recover \$2,000,000 on stationary bills was called in the Supreme Court yesterday, but was postponed until the 10th inst. Colonel Horatio P. Averill, the attorney for the plaintiffs, said that the postponement was owing to the disappearance of the papers asking for a commission to take Secretary Whitney's testimony.

In regard to the allegation that Henry F. Thompson received \$30,000 of the \$50,000 compromise money paid by the city to settle the suits, it was said that John L. Davenport got a larger portion of the money, and it was thought that the money went to swell a political fund used for election purposes. In regard to this report, Mr. Davenport said to a Herald reporter yesterday that not a cent of the \$30,000 was received by him or was used for political purposes. He was not at liberty to state just where the money went, and he did not wish to speak for Mr. Thompson. That gentleman had been summoned to appear as a witness in one case and to appear as a defendant in another. When called to the stand Mr. Thompson would make a plain statement of the whole matter, which would show that the money was legitimately spent and not a dollar of it improperly disbursed. Mr. Davenport added that he knew all about the great claims against the city, for he was an attorney in some of them himself, though not in the Jones cases. He thought that Mr. Whitney showed great wisdom in compromising for \$50,000.

WHERE ARE THE DOCUMENTS?

AN ORDER FOR A COMMISSION NOT TO BE FOUND ON FILE.

Charges That There Was Fraud in the Settlement for \$50,000 of a Suit Against the City—The Old Jones Litigation to Be Reopened if Possible.

When the famous Jones suit against the city, which is based on the settlement of claims for supplies furnished during the days of the Tweed Ring, was called yesterday in the Special Term of the Supreme Court, before Judge Beahm, in the case had mysteriously disappeared. The missing documents are the motion papers for the appointment of a commission to take the testimony of William C. Whitney, Secretary of the Navy, in Washington. His evidence is desired because when the claims of \$3,000,000 are said to have been settled in 1878, Secretary Whitney was then Corporation Counsel and recommended that \$50,000 be paid to close up the pending litigation. It is now maintained that there was fraud in this settlement.

The representative of Corporation Counsel Lacombe was anxious to go on with the case yesterday, but Horatio P. Averill, who represents the plaintiff in the case, objected and said he was determined to find out what became of the missing papers, and wanted time for it. On the strength of these representations an adjournment was taken until March 10.

"I have had a good deal of trouble trying to get Mr. Whitney's testimony," said Lawyer Averill to a Herald reporter. "Although this suit was brought in 1884 it did not come up in the regular order until the June term last year. Then it went over to the

fall term. During the interval I tried to arrange for taking Mr. Whitney's testimony when he came to New York. He promised to give it when in the city, but it never was convenient for him to do so. I was notified early last month that the case would be called up at the March term. I immediately wrote to Secretary Whitney asking if it would be possible to secure his testimony in this city and received this dispatch from him:

WASHINGTON, Feb. 3, 1886.
"It is so uncertain when I shall be over there that you had better issue a commission."
W. C. WHITNEY.

"Armed with this I went to the Corporation Counsel's office, and, strange to say, even Mr. Whitney's request would not be granted by the clerk who had charge of the case. Subsequently, after some delay, when I saw Corporation Counsel Lacombe he would not consent to issuing a commission. Then I sought relief from the Court, and on Feb. 18, before Judge Barrett, I made a motion to show cause why a commission should not be issued and presented the motion papers with the draft of a proposed order. Inquiries for several days at the clerk's office to see if it had been signed resulted in my not getting any satisfaction. Finally I had a personal interview with Judge Barrett, who positively stated to me that the papers had been handed down. Search was made in the office of the clerk of the Court and of the County Clerk, but the motion papers could not be found. They are still missing. They wanted to try the case to-day, but I am not prepared to do so until I have Mr. Whitney's evidence. It is very important because, although he recommended the payment of \$50,000 to settle the claims, the two surviving partners of the firm of Jones & Rogers who held them received only \$10,000 between them. Was the full sum paid? I have no doubt that the city paid \$50,000 to some one, but not to the proper people. Where did the balance go to? Well, I presume \$10,000 to attorney, and I know that \$30,000 was paid to Henry Thompson for 'counsel fees and disbursements.' I have seen his receipts for that amount, and one of the vital questions at issue in this suit is to find out why he received so much of the money and such a large proportion of the whole amount. Thompson never was a lawyer. He was formerly a director in the Erie Railroad and interested in surface railroads in this city. It is strange how he came to be entitled to counsel fees, and it would be equally interesting to know to whom the disbursements were made. This suit is brought by Elizabeth Jones, executrix of the late Edward Jones, who was one of the firm of Jones & Rogers, who, during the days of the Tweed Ring received immense sums for stationary and printing furnished to the city. They brought suit for \$1,500,000 worth of material, which, with interest accrued on the bills, brought the amount up to nearly \$2,000,000. After Edward Jones died, and while these suits were pending, the city sued William C. Rogers and a Jarvis Jones for money alleged to have been fraudulently paid to the firm during 1868, 1869 and 1870. These partners were thrown into Ludlow Street Jail in 1878, and after being there several months in default of \$30,000 bail, a settlement was made.

Harry Fetter, who was a friend of Rogers, made the negotiations with Henry Thompson. Jarvis Jones agreed to drop the suits on condition that he was released from jail. Rogers' price was \$10,000 in addition to his freedom and the suit was paid him. After Jones got out he demanded a share of this money, and he is understood to have received \$3,000 from Rogers. But Thompson got \$300,000, and at the instance of his widow and executrix suit was brought in November, 1878, against the Mayor, and Jarvis Jones and Rogers were also made defendants. The object is to set aside the discontinuance of the old suits against them, so far as Edward Jones' share is concerned, and that his creditors may receive some benefit. Fraud in the settlement is alleged, and the claim made that the partners had no right to sue for their freedom to the prejudice of the estate of Edward Jones. A suit for the balance of \$40,000 was brought against Harry Fetter by Jarvis Jones in 1878 on the ground that he was the agent in making the settlement which cost the city \$50,000. This

case went by default, I believe."

In the City Record of Nov. 19, 1884, appeared a long letter from William C. Whitney, at that time Corporation Counsel, addressed to Corporation Counsel John Kelly, dated Nov. 4, recommending the settlement of the Jones & Rogers claims for \$30,000. There were six distinct claims, which were alluded to as:

The most troublesome, with perhaps one exception, of all the suits now pending against the city, and involving the largest amounts, without exception, of any of the outstanding claims. The suits are upon bills for printing and stationary furnished to the city and county prior to the breaking up of the Ring, and for the entire amount of the claims the plaintiffs have vouchers in the shape of bills certified by the proper executive officers in each case. In the case of a claim amounting to \$200,400.00 and interest thereon, they have in addition to the bills, certified bills the audit of the Financial Department, which certainly vouches for the correctness of the bills. I cannot say with reference to most of the claims that I have any evidence upon which I could predicate with certainty what the action of the courts and jury would be with reference to the claim of \$200,400.00 which has been actively advocated for the last four or five years (about the city has made a case sufficient to defeat all but about \$70,000 of the claim, and I have expectations of some day to defeat a considerable portion of the remainder). The suits are undoubtedly largely fraudulent, but they have an immense value over as in the papers which they hold, throwing all the burden of proof upon me in the case, and requiring a degree of proof which, with reference to transactions of ten years past, is extremely difficult and costly to obtain, and in the city about at the end of many years of litigation needed in detecting the claims the expenses which would have been incurred in making the defense would, I think, reach the amount referred to, and I am informed by investigation made by me that the financial position of the claimants is such that the city could not expect to recover in the end any portion of their expenditures. I have, therefore, advised that whatever view the matters looked at, the settlement is one extremely desirable for the city to make.

Secretary Whitney Will Testify.
Judge Barrett has appointed J. Hubley Ashton, of Washington, a Commissioner to take the testimony of Wm. C. Whitney, Secretary of the Navy, concerning the \$50,000 settlement of \$2,000,000 claims against the city for printing and stationary furnished by Jones & Rogers during the days of the Tweed Ring. Secretary Whitney was Corporation Counsel when the six suits were settled after they had been in the courts for four years. As fully explained in THE WORLD on Wednesday it is claimed that Henry Thompson, President of several of the cross-town surface railroads, absorbed \$30,000 of the \$50,000 paid by the city, which ought to have been divided among the late Edward Jones, J. Jarvis Jones and Wm. C. Rogers, who composed the firm of Edward Jones & Co. and Wm. C. Rogers & Co. There is a suit in the Supreme Court brought against the city by Elizabeth Jones, widow and executrix of Edward Jones, to secure her share of the money and compel an accounting for the \$50,000. The case was to have come up next Tuesday, but it will probably be postponed until the hearing of Mr. Whitney's evidence.

City Record Feb 6, 1886

QUESTIONS FOR MR. WHITNEY.
MR. ASHTON'S APPOINTMENT AS COMMISSIONER SATISFACTORY TO PLAINTIFFS' COUNSEL.
Colonel Horatio Averill is preparing eight or ten pages of questions for Secretary Whitney to answer concerning that much talked about \$30,000 compromise of the \$2,000,000 suit brought by Jones & Rogers against the city when Whitney was Corporation Counsel. Judge Barrett says that he distinctly remembers signing papers asking for a commission to take Secretary Whitney's testimony in the case, and had supposed that the clerk had them in his charge. As they could not be found, however, Colonel Averill has prepared a new set of papers, which Mr. Barrett has signed, appointing Mr. J. Hubley Ashton, of Washington, as the Commissioner. Colonel Averill says that Mr. Ashton is "a good man," and he is very much pleased with the appointment. The present action in the Supreme Court to set aside the compromise suit of 1878 was announced to come up on the 10th inst. Will now the proceedings will be stayed until after Mr. Whitney's

testimony has been secured.

It has been discovered that in the \$50,000 compromise between the city and Jones & Rogers their attorney, Mr. West, who claimed to have been left out in the cold, received in the neighborhood of \$17,000 from "services" and "expenses." It is thought that there were several able bodied and important having bills against the claimants in Ludlow Street Jail ready to levy upon any money found in their possession. Hence the necessity of a round about and complicated disbursement of the \$50,000 through the medium of Fetter, Henry Thompson and others. To discover where this money went will be the aim of Colonel Averill's efforts in behalf of Mrs. Edward Jones, executrix, when the case comes to trial.

City Record Feb 18, 1886

"JONES AND ROGERS."

The Questions Asked Secretary Whitney About that Compromise.

WHO GOT THE MONEY?

Henry Thompson's Connection with the Fifty Thousand Dollar Settlement.

The list of questions prepared for the commission in Washington, D. C., appointed by the New York Supreme Court to take Secretary Whitney's testimony for use in reopening the much talked of Rogers compromise case, has been sent to Corporation Counsel Lacombe and Mr. Rogers. The counsel will prepare their objections and the Court will settle on which of the interrogations he will allow. Then they will be forwarded to the commission in Washington.

After asking the usual questions as to name, occupation, place of residence and what office held in 1878 when the compromise with Rogers in regard to the two million dollar suits was made, the interrogations ask in relation to the arrest of Jones and Rogers on the charge of getting money from the city on fraudulent claims, if Mr. Whitney personally helped to prepare the papers under which the order of arrest was obtained? Also was not all knowledge of the counter proceedings against the claimants of \$2,000,000 withheld from the referee and from Jones and Rogers and their counsel, and was not the action on the part of the State to obtain an order of arrest, secretly and suddenly instituted and sprang upon the claimants, and did not their arrest have the effect of stopping their suit and was it not begun for that purpose? Then, were not steps taken to bring about a compromise of the suit? Who were engaged in the negotiations with you? Did you ever visit Jones or Rogers in Ludlow Street Jail? Give the number of visits and what occurred at each interview? Was any person in the Corporation Counsel's office authorized to see Jones or Rogers in jail in relation to compromising the suits? Name the person.

Next the interrogations seek information as to how Henry D. Fetter, who brought about the compromise, and acted as attorney between the city and Jones and Rogers, came into the case. Mr. Whitney is asked if he had any conversation with Fetter before Jones and Rogers were released about compromising the suits. If so, did not personally conduct the compromise negotiations. He is asked who did.

Next come inquiries seeking to discover what Mr. Whitney knew about Henry Thompson while he (Whitney) was Corporation Counsel. As Mr. Thompson's name has recently appeared in print in connection with Mr. Whitney's street railway enterprise, the replies will naturally be awaited with interest. The interrogatories in substance are:

"If you knew Thompson state whether or not after the arrest of Jones and Rogers you were in the habit of seeing Henry Thompson frequently and if so, when and where and how frequently did you see him? Did the said Henry Thompson have anything to do directly or indirectly with the negotiations which were had with reference to an adjustment or compromise of the actions aforesaid; and if yes, what did he have to do with the negotiations? After the arrest of Jones and Rogers was Henry Thompson in the habit of or calling to see you at your office or elsewhere in relation to the arrest, or to the said action, or to the discharge of Jones and Rogers from imprisonment, or did you have any conversation with him in relation to that subject?"

"Furthermore, was any sum of money paid or were any warrants given by the city of New York in the settlement of the suits? If \$20,000 were paid state the particulars as to how it came to be paid. Before it was paid did Henry Thompson have anything to do with the settlement or negotiations? Did you have any conversation with Thompson in regard to what he should say when or after the negotiation should be completed, or in regard to Thompson's receiving any portion of the money to be paid by the city; if yes, state particularly when and where such conversations took place and who were present thereat and all that was said according to your best recollection."

"Do you know whether Henry Thompson received any of the money paid on such settlement? If yes, state how much he received, by whom and when; and where it was paid, and all that you know on the subject."

"State in detail what services Henry Thompson rendered in the said negotiations for a settlement, and in whose employment he rendered any services and whether he made any disbursements in connection therewith?"

QUESTIONS ABOUT HENRY FELTER.
It may be remembered that in the report now in court the charge was made that Henry D. Felter had a power of attorney and signed the receipts in Rogers & Jones' name for the \$20,000 compensation paid by the city. It was also charged that Henry Thompson, who was not a lawyer and had not appeared in the case or in the records of the compromise or negotiations, received \$20,000 of the \$20,000. In regard to Felter the interrogatories placed:

"Do you know for what purpose Henry D. Felter was brought into the negotiations tending to a settlement? State if you know who actually drew the money on the warrants which were given in settlement of the actions and what disposition was made of the money?"

"Did you have any money or business transactions with Henry Thompson at the time or after the payment to him of the \$20,000, or thereafter, out of the \$20,000 paid by the city in the settlement of the actions brought against the city by Jones & Rogers?"

In all there are about ninety-three questions.

NY Herald, Mch 27, 1886

THE WHITNEY INTERROGATORIES.

CORPORATION COUNSEL LACOMBE SAYS A POINTED WORD OR TWO OF THEM.

There seems to be considerable trouble in settling the interrogatories to be put to Secretary Whitney in regard to the Jones-Rogers suit. Objections were raised to some of these proposed interrogatories yesterday in Supreme Court, Chambers, when a motion to controvert them was made before Judge Lawrence.

"I stated," Corporation Counsel Lacombe observed in regard to the matter, "that many of these ninety-three interrogatories were irrelevant, immaterial and open to half a dozen other objections, and very many of them were scandalous; that if they were put in the shape of a statement and signed by whoever suggested or promoted them the most convenient way to dispose of them would be by an indictment and trial for a criminal libel, but that if such questions as that were directed against my administration of the law department I should want the opportunity of answering them fully; that I had no doubt I exercised the wisest and

opinion of my predecessor, Mr. Whitney, in making the statement that he only desired the opportunity of answering them fully. For that reason, reserving any legal objection as to the admissibility of evidence for the time of the trial, I desired to take in the shape in which they were framed, and only to be returned promptly. I should not have deemed it necessary to come over in person to court to make any such statement as this had it not been that the gentleman on the other side had apparently, while his interrogatories were still pending before the Court for settlement, given their substance to the public press. I asked, however, that the Court should provide that the stay which was granted pending the return of the commission should not continue beyond the second Monday of April."

The Court reserved its decision.

The Jones Suit Against the City.

Corporation Counsel Lacombe yesterday applied to Judge Lawrence, in Supreme Court, Chambers, for permission to amend his answer to the complaint in the suit brought by the heirs of the late Edward Jones against the city to set aside the settlement of the \$2,000,000 claim of Jones & Co. The corporation counsel says that he wishes to put in additional facts to show that Henry D. Felter received \$20,000 paid in city warrants, from Corporation Counsel (now Secretary) W. C. Whitney, and that he paid \$4,750 of this money to J. J. Jones and William C. Rogers, surviving partners of Edward Jones & Co., and that the receipt of the money, after Jones and Rogers had been released from prison, disposes of the charge that the settlement was made and obtained under duress. Col. Averell opposed the motion, because the matter was of very little consequence and would be brought out upon the trial. Decision was reserved.

SUNDAY COURIER

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NEW YORK, JULY 11, 1886.

A Public-Spirited Citizen.

The poet says: "Ill fares that land to hastening ills a prey, where wealth accumulates and men decay." There is undoubtedly great truth in those lines. It is a sad, yet undeniable fact, that the degeneracy of our politics and public affairs is almost entirely attributable to the apathy and indifference of the better element. And it must also be conceded that if "this form of government shall not perish from the earth" our successful business and professional men and property owners of all shades of political opinion, must take an active part in the primaries and nominating conventions of the organizations with which they are in

sympathy, to the end that a better class of men may be nominated for public office, and also that "this government of the people, by the people and for the people," shall be perpetuated to generations yet unborn. Sometimes, however, fortunately for our country and its free institutions, an independent business or professional gentleman comes forward and unselfishly does his part in striving to correct the many abuses that exist in our politics. A notable (because only too isolated) instance of this public-spiritedness is afforded by the honorable career in our midst of Mr. Horatio F. Averell, a prominent lawyer of this city, who has never sought or held a political position of any kind, yet has always taken an active part in behalf of an honest and efficient administration of our public affairs. We have good reason to believe that this public-spirited gentleman's disinterested efforts in the public behalf are known to and appreciated by his fellow-citizens and taxpayers of all shades of political opinion, and will doubtless be reciprocated by them in a popular and substantial manner in the near future. He has been a staunch Democrat ever since casting his first vote.

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