

Dr. Geo. M. Dill	Prescott, Wis.	\$	14.35
W. F. Morse, M. D.	402 N. Michigan Ave., Saginaw, W.S., Mich.	\$	14.35
R. B. Miller	Sunbury, Pa.	\$	14.35
F. O. Ringnell, M. D.	Moline, Ill.	\$	14.35
A. P. Rogers	Dillon, S. C.	\$	15.35
Dr. Henry S. Smith	804 N. Main St., Ishpeming, Mich.	\$	14.35
M. H. Stager	New Brighton, Pa.	\$	13.85
W. H. Swearingen, Ph.G.	473 Lincoln Ave., Bellevue, Pa.	\$	14.85

Noted past due and maturing: -

George W. Miller	\$	3,000.00
First National Bank	\$	3,000.00
First National Bank	\$	500.00
Wm. L. Gilbert Clock Co.	\$	307.50
Wm. L. Gilbert Clock Co.	\$	410.00
Wm. L. Gilbert Clock Co.	\$	205.00
Wm. L. Gilbert Clock Co.	\$	410.00
Yaeger Lumber Co.	\$	200.00
Lynch Coal Co.	\$	285.00
Robinson & Carpenter	\$	156.28
Lynch Coal Co.	\$	200.00
C. C. Mengel & Bro.	\$	639.00
A. L. Dickinson	\$	703.43
A. L. Dickinson	\$	175.00
Treman, King & Co.	\$	215.83
Driscoll Bros. & Co.	\$	300.00
C. J. Swartwood	\$	74.67
Driscoll Bros. & Co.	\$	638.69
J. D. Ridgeway	\$	200.00
E. S. Preston & Son	\$	250.00
E. S. Preston & Son	\$	450.00
Driscoll Bros. & Co.	\$	200.00
		<u>\$12,520.40</u>

UNITED STATES DISTRICT COURT,
NORTHERN DISTRICT OF NEW YORK.

IN THE MATTER
OF
Ithaca Calendar Clock Company, Bankrupt.

To the creditors of the Ithaca Calendar Clock Company of Ithaca, County of Tompkins and district aforesaid, a bankrupt.

Notice is hereby given that on the 15th day of December, 1917, the said Ithaca Calendar Clock Company was duly adjudicated a bankrupt and the first meeting of its creditors will be held at the Chambers of the Hon. Geo. W. Ray at Norwich, New York, on the 29th day of December, 1917, at 11 o' clock in the forenoon at which time the said creditors may attend, prove their claims, appoint a trustees, examine the bankrupt, and transact such other business as may properly come before said meeting.

Dated, December 17, 1917

(Signed)

Geo. W. Ray,
U. S. JUDGE.

January 5, 1918

Benjamin Stolz, Esq.,
Syracuse, N. Y.

Dear Mr. Stolz:

Replying to your inquiry of the 3rd inst., I enclose herewith copy of the description of the mortgaged property, which I think correctly describes it for purposes of sale. A copy of the inventory was to be left with us but we have never seen the completed inventory. Will you kindly loan us a copy if you have got one to spare, so we may make a list of the property which we think is covered by the mortgage, so that if possible, there may be no controversy over it at the time of sale.

I suggest that you prepare and submit to us draft of the proposed order for the sale of the equity so we may look it over and if approved, give our assent before presenting it to Judge Ray. Then it will be unnecessary for us to attend.

I have inquired of Mr. Rothschild and also of the Secretary of the Board of Commerce, to ascertain whether any reply has been received from the parties at Dayton and at Mount Morris, both of whom have been written to from here. Nothing has as yet come from either one. I see no reason why the sale should not be made within the next thirty days.

Yours very truly,

Enc.

February 12, 1918.

Benjamin Stolz, Esq.,
Syracuse, N. Y.

Dear Mr. Stolz:

Not having a copy of the inventory, I do not know just what items are headed "tools and aggregate \$1,263.95," but if Mr. Richardson will bring the inventory with him, I think there will be no difficulty in reaching an agreement based on the general principals already laid down, and I don't think it is necessary to delay the granting of the order on that account.

My suggestion in regard to the possibility of selling the property free from the mortgage is of no consequence. As I think it over further the best way to proceed is the way we have agreed upon, viz., to sell the equity only, offering the mortgage property subject to the mortgage. The order should provide that out of the proceeds of the sale of the equity, that is, whatever is received for the property subject to the mortgage, shall be deducted first the expenses of the sale of the equity; secondly, if sufficient therefor, the outstanding taxes, and thirdly, if sufficient therefor, the amount advanced by the bondholders for insurance. Of course, if the equity doesn't bring enough to pay these items the purchaser will have to take the property subject thereto, while the question of any insurance unpaid will be a matter for subsequent adjustment.

If this is satisfactory to you, please modify the order to conform to these lines and procure same at the first opportunity. I again strongly urge the desirability of having sale at the earliest possible moment consistent with reasonable notice.

Since the property is to be sold subject to the mortgage, the bondholders are not particularly interested in the extent of the advertising. That concerns only the general creditors who are interested in the proceeds of the equity. The bondholders get no share in the equity and it is understood that no part of the expense of the sale of this property shall fall upon the mortgagee or the bondholders.

Yours very truly,

Jared T. Newman

**UNITED STATES DISTRICT COURT,
NORTHERN DISTRICT OF NEW YORK.**

IN THE MATTER

OF

Ithaca Calendar Clock Company, Bankrupt.

No. 7710

Upon reading and filing the petition of Frank B. Hodges, duly verified on the 8th day of February, 1918, and upon all proceedings heretofore had and taken herein, and an oral notice of this application having been given to Jared T. Newman, Esq., of counsel for bondholders committee, and Charles W. Major, surviving trustee, and he consenting hereto, and on motion of McGowan & Stolz, attorneys for Frank B. Hodges, trustee herein, it is

ORDERED, that Frank B. Hodges as trustee of the above named bankrupt, be and he is hereby authorized and directed to sell and dispose of at public auction, in the manner prescribed by Acts of Congress relating to bankruptcy, the following property of the bankrupt and described viz:

All that tract or parcel of land, situate in the City of Ithaca, Tompkins County, State of New York, being formerly a part of the Tompkins County Agricultural Society Fair Grounds, and known as a part of Block 36, bounded as follows: Commencing at the southeast corner of said Block at a point in the center of the street at the intersection of Adams and Auburn Streets, running thence westerly along the north line of Adams Street 215 feet to the center of Dey Street; thence along the east line of Dey Street 391 feet to the center of Franklin Street; thence along the line of Franklin Street 233 feet; thence south by a line parallel with the center line of Dey Street to where said line will strike the center line of Auburn Street, and thence along the center line of Auburn Street to the place of beginning.

Being the same premises conveyed by Benaian G. Jayne, Charles H. White and Florence E. M. Jayne, wife of Benaian G. Jayne to Ithaca Calendar Clock Company the 16th day of November, 1874, and recorded in the Tompkins County Clerk's Office the 8th day of February, 1875, in Liber 9 of Ithaca Deeds at page 157. Excepting and reserving therefrom the following described parcel heretofore conveyed by the Ithaca Calendar Clock Company by deed recorded in Liber No. 14 of Ithaca Deeds at page 75 and bounded and described as follows:

Beginning at a point on the southerly line of Franklin Street feet easterly from the east line of Dey Street and running thence southerly by a line parallel with Dey Street to the west line of Auburn Street; thence north by the west line of Auburn Street to the intersection of a line dividing the land of the said Ithaca Calendar Clock Company from the land of Jayne and White with Auburn Street; thence northerly on said line to the southerly side of Franklin Street; thence westerly along the southerly line of Franklin Street to the place of beginning.

Also all the machinery in the building upon said real estate described, including boilers, engine and other machinery and fixtures. Subject to the lien of the mortgage filed herein in Tompkins County Clerk's Office, on the _____ day of October, 1916, in Book of Mortgages No. _____ at Page _____, upon which there is due the sum of \$36,000., with interest from the first day of April, 1917, and it is further

ORDERED, that in addition to the real estate covered by the said mortgage, the machinery in the factory of the bankrupt and the shafting, pulleys, hangers and belting attached to the machinery are subject to the lien thereof and should be sold subject to the lien of said mortgage. It is further

ORDERED AND ADJUDGED, that the said property should also be sold subject to the taxes which are a lien thereon. It is further

ORDERED AND ADJUDGED, that the trustee be and he is hereby authorized and directed to sell the tangible personal property of the bankrupt now in the possession of said trustee, at public auction to the highest bidder, and that the sale of the said personal property and of said real property take place on the same day, and that notice of such sale of said real property and such personal property be published according to law in the Ithaca Journal, a newspaper published in the City of Ithaca, N. Y., at least twice prior to the date

fixed for the sale, and that the trustee or his attorneys herein shall send by mail to all known creditors, copies of said notice of sale addressed to them at their places of residence as stated in the schedules, at least _____ days before the date of sale. It is further

ORDERED AND ADJUDGED, that a meeting of creditors of the bankrupt be held upon the _____ day of _____ 1918, at three o'clock in the afternoon, or as soon thereafter as counsel can be heard, before Hon. George S. Tarbell, Referee in Bankruptcy, and that a report of sale be presented before him at that time and creditors required to show cause at such meeting why an order should not be made confirming such sale and directing the trustee to convey and transfer his interest in the property sold to the purchaser or purchasers thereof. It is further

ORDERED, that the said trustee is authorized and permitted to advertise the said sale in such trade publications and papers as he may deem advisable.

Dated February _____, 1918.

UNITED STATES DISTRICT COURT,
NORTHERN DISTRICT OF NEW YORK.

IN THE MATTER
OF

Ithaca Calendar Clock Company Bankrupt, No. 7710.

TO THE CREDITORS OF ITHACA CALENDAR CLOCK COMPANY, of Ithaca, in the County of Tompkins, in the District aforesaid, a bankrupt:

Notice is hereby given that pursuant to an order duly made herein, I, the undersigned trustee herein, will sell at public auction to the highest bidder, on the 14th day of March, 1918, at 11 o'clock in the forenoon at the premises of the bankrupt, hereinafter described, located at Franklin, Dey and Adams Streets, in the City of Ithaca, Tompkins County, New York, the real estate and premises which belonged to the bankrupt and which are described as follows:

All that tract or parcel of land, situate in the City of Ithaca, Tompkins County, State of New York, being formerly a part of the Tompkins County Agricultural Society Fair Grounds, and known as a part of Block 36, bounded as follows:

Commencing at the southeast corner of said Block at a point in the center of the street at the intersection of Adams and Auburn Streets, running thence westerly along the north line of Adams Street 215 feet to the center of Dey Street; thence along the east line of Dey Street 391 feet to the center of Franklin Street; thence along the line of Franklin Street 233 feet; thence south by a line parallel with the center line of Dey Street to where said line will strike the center line of Auburn Street, and thence along the center line of Auburn Street to the place of beginning.

Being the same premises conveyed by Benaiah G. Jayne, Charles H. White and Florence E. M. Jayne, wife of Benaiah G. Jayne, to Ithaca Calendar Clock Company the 16th day of November, 1874, and recorded in the Tompkins County Clerk's office the 8th day of February, 1875, in Liber 9 of Ithaca Deeds at page 157. Excepting and reserving therefrom the following described parcel heretofore conveyed by the Ithaca Calendar Clock Company by deed recorded in Liber No. 14 of Ithaca Deeds at page 75, and bounded and described as follows: Beginning at a point on the southerly line of Franklin Street 150 feet easterly from the east line of Dey Street and running thence southerly by a line parallel with Dey Street to the West line of Auburn Street; thence north by the west line of Auburn Street to the intersection of a line dividing the land of the said Ithaca Calendar Clock Company from the land of the Jayne and White with Auburn Street; thence northerly on said line to the southerly side of Franklin Street; thence westerly along the southerly line of Franklin Street to the place of beginning.

Also all the machinery in the building upon said real estate described, including boilers, engine and other machinery and fixtures.

Take further notice that at the same time and place I shall sell the tangible personal property of the bankrupt, consisting of tools, merchandise, manufactured and unmanufactured, and furniture and fixtures of every name and nature, and that thereafter a meeting of creditors of the said bankrupts will be held before Hon. George S. Tarbell, Referee in Bankruptcy, at Room 1, Trust Company Building in the City of Ithaca, N. Y., upon the 14th day of March, 1918, thereafter as counsel can be heard and the report of sale of the premises and property, hereinabove referred to, will be presented and the creditors herein will be required to show cause at such meeting why an order should not be made confirming such sales and directing the said trustee to convey and transfer his interest in said property to the purchaser or purchasers thereof.

Dated, February 18, 1919.

FRANK B. HODGES,
Trustee.

Approved: Geo. W. Ray, U. S. Judge
M'Gowan & Stolz,
Attorneys for Trustee
339 Onondaga County Savings Bank Bldg.
Syracuse, New York

February 21-28

H. A. St. John, Esq.
City.

Dear Mr. St. John:

Confirming our talk of the 13th regarding the rental of the part of the Calendar Company building which you now occupy, would say:

You are to use and occupy the same part of the building which you are now using and formerly rented of the Calendar Clock Company, together with the use of the engine and the boilers both for power and heating. You are to furnish your own heat, power, lighting and water, in fact, the use and occupation which you have is to be without any expense whatsoever to us and without any liability upon our part in case of accident. You are to pay as rental \$33.46 per month, payable monthly. Either party can terminate this contract and rental upon giving to the other party forty-five days' previous notice and in case either party shall give to the other such notice, complete possession shall be given to us at the expiration of such forty-five days. But, you are to have not to exceed ninety days from the giving of such notice for the removal of the building on said premises belonging to you, in case you shall require that time.

July 16, 1918

Mr. H. A. St. John,
City.

Dear Mr. St. John:

The bondholders committee of the Ithaca Calendar Clock Company have requested me as their counsel, to write to you in regard to the statement submitted by you in behalf of the Autophone Company under date of July 1st. The agreement made with the Ithaca Calendar Clock Company does not, as a matter of fact, affect the bondholders who are the present owners, unless subsequent to their purchase they have expressly or by implication continued the same understanding.

However that may be, I am sure that all the members of the committee

supposed that some income was being derived from the property, and of course they are much disappointed to find that according to your understanding, there is a deficit. Of course, they never contemplated an arrangement that would actually leave them in debt to the occupant of the property while they were making no use of it themselves.

They wish me to notify you that they do not want to continue under this arrangement. As to what shall be done in the future, I have no authority to speak for the committee. I assume they will not want to be at any expense for the operation of power and that it is probable that some net rental that you should pay for the use of the property occupied by you could be agreed upon and some arrangement to share the expense of a watchman made.

I suggest that you take it up with the committee or some of its members, - Judge Horton, who is most of the time at Sheldrake, but will probably be here Thursday, or Mr. Marsh, or Mr. McKinney.

Yours very truly,

WHEREAS, each of the undersigned is the owner of a debenture bond issued by the Ithaca Calendar Clock Company, and

WHEREAS, at a meeting of the holders of such bonds heretofore held, Randolph Horton, James A. McKinney and Daniel E. Marsh were appointed as a committee for such bondholders, and

WHEREAS, on the 14th day of March, 1918, the real estate and personal property covered by the mortgage collateral for the payment of such bonds, were sold at public auction and bid off by the said committee for the benefit of such bondholders and title thereto taken in trust for the benefit of such bondholders, and

WHEREAS, the said committee have received an offer from the firm of E. & H. Levy of the city of New York, N. Y., whereby the said firm has made the following proposition to the said committee to wit: That the said firm will agree to rent the factory and real estate above mentioned, together with the boilers, engines, shafting and belting for the term of three years, such term to commence the first day of April, 1919, and to pay therefor the annual rental of \$2000.00, together with all taxes, assessments and insurance and to keep the buildings and machinery upon said premises in suitable and proper condition of repair, with the option of the said firm to re-rent said premises and property for the term of ten years at the annual rental of \$2500.00, such firm to pay all taxes, assessments and insurance and to keep the buildings in proper and suitable condition of repair, or to purchase the bonds so held by such bondholders at par, and upon payment of such bonds at their par value, the said firm is to receive the title of such premises and property.

Ernest and Herman Levy
4th Ave. and 19th St.
New York City, N. Y.

Gentlemen:

I write you regarding the enclosed bill of Driscoll Brothers & Company of this place.

In the month of January last, your Superintendent came on to Ithaca, and desired to have us clean out the Clock Company building and give him possession so that he might get started without delay in the work of renovating and repairing the property. In order to accommodate him, we at once advertised and held an auction of all the effects that were left there, and sold the machinery at private sale. This was done at a considerable sacrifice in order that your people might get started as soon as possible.

In removing the benches, drawers and cases from under the windows all through the factory, there was some injury done in the way of knocking out brick and mortar. The Superintendent soon afterward told me about it, and said he thought that we should fix up the injury and damage under the windows; that while some of the bricks might have been out before the removal, yet many of them were knocked out in the carelessness of removing the benches. I went down and looked over the situation and concluded that the Superintendent, in a measure, was correct, and I told him that we would make the necessary repairs