

Bentley Heirs Appeal Geary's Account

Allegations that large sums of money are not properly accounted for in the administrator's report has made to the probate court in New London are made against Attorney John C. Geary of that city in an appeal from probate taken over the estate of the late Andrew J. Bentley and his wife, the late Julia C. Bentley. The appellants are the following children of Mr. and Mrs. Bentley: Mrs. Ruth Bentley of New Willimantic, Miss Mary and Abbie Bentley of New Haven, W. Dew Bentley of New York and James Bentley of Jersey City.

The appellants file the following as their reasons of appeal:

1.—Immediately upon the appointment and qualification of Julia C. Bentley as administratrix of the estate of Andrew J. Bentley, late of New London, deceased, she employed John C. Geary, attorney-at-law, as her attorney and confidential agent in handling the affairs, assets and business of said estate and all transactions of said administratrix in administering said estate were made by her through said John C. Geary, or by his direction and advice as attorney and agent aforesaid, and from the time of the appointment of said administratrix to the date of her death, said John C. Geary, acting as such attorney and agent for the administratrix, received large sums of money from time to time from debtors of said estate, but said account does not show the receipt of any of these transactions; nor does it show the amount of money so received by said Geary in his said capacity as attorney and agent of said administratrix; nor does it contain any items of payments received by him from the various debtors from whom said Geary collected such money; nor does it show the amount so collected by him, to said administratrix.

2.—On November 12th, 1903, said John C. Geary, an attorney and agent of said estate in his said capacity said administratrix, the sum of fifty thousand dollars (\$50,000), which has been paid to said administratrix by the New York, New Haven & Hartford Railroad Company, as the purchase price for a tract of land belonging to said estate situated near Fort Neck in New London. Said Geary knew the source of said money, that had been paid as such purchase price, as aforesaid, and that it belonged to the assets of said estate; and although said Geary in said account has charged the administratrix with the receipt of said sum from said railroad company, yet it was not expended by her, but was delivered by her to him as aforesaid, and said account does not contain a statement of the receipt of said sum by said Geary, nor does it contain a statement of the disposition of it by him, nor does it contain a statement of the disposition of it by him nor any payments therefrom. Said Geary also paid said sum of money of said estate in his own checking account in the New London City National bank.

3.—From said sum of fifty thousand dollars (\$50,000) so received by him as aforesaid, said Geary on November 16, 1903, withdrew the sum of one (\$1,000), by check payable to himself and said Geary, and on November 17, 1903, withdrew the further sum of fifteen hundred nine dollars (\$1559) also by check payable to himself as agent; and on November 17, 1903, withdrew the further sum of three thousand dollars (\$3,000) by check payable to himself; and on December 8th, 1903, he withdrew from said sum, the further sum of two thousand eight hundred thirty dollars (\$2,830), which he paid to L. Q. Raymond for the purchase price of land on Moore avenue, in New London, then conveyed by said Raymond to him, said John C. Geary, individually; and said Geary withdrew and paid further sums of money from said sum of fifty thousand dollars (\$50,000) the amount of which is unknown to these appellants. Said account does not contain any statement of said transactions, either as payments by said administratrix, or by said Geary, nor does it charge said Geary with or account for the interest on said sums so withdrawn by said Geary.

4.—While the aforesaid relation existed between said administratrix and said John C. Geary, said administratrix transferred to him, without the payment by him of any consideration therefor, a certain tract of land, situated on Winthrop street, in said New London, belonging to said estate, and said account does not show the receipt and disposition of the income from said mortgage, or any increase thereon.

5.—While said relation so existed between said Geary and said administratrix, said Geary assigned to said Geary, as administrator of the estate of said John C. Bentley, with the sum of fourteen hundred dollars (\$1,400), received by her from him, as the purchase price of said land, but neither said account nor said account does not contain any items showing the disposition of any moneys received by said administratrix from said Geary, for such transfer, nor is there anything therein contained, which accounts for such asset of the estate; said John C. Geary in filing said account as administrator of the estate of said John C. Bentley, administered with the receipt of eight hundred dollars (\$800) from said Rollo's mortgage, notwithstanding the fact that said sum was never received by him, but was delivered by her to him as aforesaid, and said account does not contain a statement of the receipt of said sum by said Geary, or the disposition of said sum by said administratrix, and although said John C. Geary, as administrator, in filing said account has charged Julia C. Bentley, administratrix, with the receipt of said money, yet said administratrix never actually received said money from him.

6.—While said relation so existed between said Geary and said administratrix, said Geary collected from A. Parlane the sum of one thousand dollars (\$1,000), which said Parlane owed to said estate, secured by a mortgage which he gave to said estate; and said account does not show the receipt of said sum by said Geary, or the disposition of said sum by said administratrix, and although said John C. Geary, as administrator, in filing said account has charged Julia C. Bentley, administratrix, with the receipt of said money, yet said administratrix never actually received said money from him.

7.—While said relation so existed between said Geary and said administratrix, said John C. O'Brien, who were then indebted to said estate by reason of a mortgage, the sum of six hundred (\$600) in payment of said note, and said sum was received by said John C. Geary as a part of the assets of said estate, but said account does not contain a statement of the receipt and disposition of said sum by said Geary; and although said Geary in his said account has charged said administratrix with the receipt of said sum, yet she never received the sum from him, nor does said account show the receipt of any income or interest resulting from such payment so made to him.

8.—While said relation so existed between said Geary and said administratrix, said Geary collected from A. Parlane the sum of one thousand dollars (\$1,000), which said Parlane owed to said estate, secured by a mortgage which he gave to said estate; and said account does not show the receipt of said sum by said Geary, or the disposition of said sum by said administratrix, and although said John C. Geary, as administrator, in filing said account has charged Julia C. Bentley, administratrix, with the receipt of said money, yet said administratrix never actually received said money from him.

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14.—Said account is erroneous and improper and should be disallowed for the reason that in the year 1910, about three years after the death of said administratrix, said John C. Geary took as claimed assets of said estate the aggregate sum of sixteen thousand five hundred seventy-eight dollars and twenty-three cents (\$16,578.23) then on deposit in the Savings Bank of New London, and in the Marine Savings Bank in the names of these appellants severally, and from said claimed assets of said estate, he then deducted and paid to himself the sum of four thousand dollars (\$4,000) in payment of a claim of debt owed by said estate to him, although said estate was not then indebted to him. Said Geary in making said payment to himself acted entirely without any authority from any court and said claimed indebtedness of said estate to him had not been found to be due to him and said payment was not approved by the probate court. Said payment is shown in said account on the credit side thereof as the item "1910—paid to J. C. Geary Bill in full \$4,000" and is an improper credit item and should be disallowed.

15.—Said Geary in making this said payment to himself claimed that said estate was a balance due him for services alleged by him to have been loaned by him to said estate. Said account does not contain a statement of the transactions resulting in such balance.

16.—Said sum of four thousand dollars (\$4,000) was not then due from said estate to said Geary, whatever indebtedness ever existed from said estate to him, having been paid to him long prior to the death of said administratrix.

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18.—Said account is so involved that it cannot be understood, or comprehended, and is intelligible and is improper in form, and should therefore be disallowed.

19.—It appears therefrom that all of the items on the debit side of the account are not shown in the Book Accounts as shown by Ledger August 31st, 1901, are receipts from property inventoried, without any effort being made to state gain or loss resulting from such property.

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LEGAL NOTICE

FOR SALE

Pursuant to an order of the Judge of the Probate Court for the District of Lebanon, I will sell all the right, title and interest of Mary T. Clarke, deceased, and late of Lebanon, to a tract or parcels of land containing thirty-six (36) acres more or less. Said tract of land is located in the Town of Lebanon, State of Connecticut, and is fully described in application to said Court with said Court's order, dated at Lebanon, Conn., April 11, 1921.

BRIEF STATE NEWS

Stratford.—The Stratford Chamber of Commerce has a ballot box stuffing case. In the election of officers no less than 51 ballots were cast, while only one was sent out.

Bridgewater.—The master barbers of Bridgewater voted to reduce the pay of the journeyman barbers from \$25 to \$21 a week. The latter refused to accept the cut, and a lockout followed.

Southington.—At Bellevue farms, the chicken houses have been equipped with electric lights, which are turned on at an early hour in the morning, and which are also lighted until late in the evening. As a result the chickens, it is claimed, work longer and produce better results in egg laying. In fact, the apparatus has been in operation during the past few months and has proven a success. William Hutchinson, who has charge of the chicken farm, which raises high bred poultry, is enthusiastic in regard to the new apparatus.

Hartford.—Father Kirby of the Order of La Salette has been elected local superior and rector of La Salette college for a term of three years. Father Kirby is the first American to hold this position in the history of the college. Father Kirby was born in Clinton, Mass. He studied at La Salette and continued his education abroad at the Gregorian university in Rome, graduating in 1914. Returning to the United States after graduation, Father Kirby became a member of the "order," and which is identical with local missionary work, was officiating in the past few months and has proven a success. William Hutchinson, who has charge of the chicken farm, which raises high bred poultry, is enthusiastic in regard to the new apparatus.

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