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JUDGMENT OF THE REFEREE

IN THE CASE OF

THOMAS W. FIELD against THOMAS KINSELLA,

FOR

SEDUCTION OF EMELINE FIELD,

*Wife of the Plaintiff,*

AND

A COPY OF THE DEED OF TRUST OF THE DAMAGES.

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City Court of Brooklyn.

THOMAS W. FIELD    }  
                  vs.       }  
THOMAS KINSELLA.    }

*To the Honorable the City Court of Brooklyn :*

I, JOHN GREENWOOD, the Referee to whom by an order of the Court made on the 15th day of December, 1874, the above entitled action was referred to be heard and determined, respectfully report :

That I have been attended by the plaintiff in person, and by Hon. James Emott and Joshua M. Van Cott, Esq., his counsel, and by Winchester Britton, Esq., attorney and counsel for the defendant, and by William C. De Witt, Esq., also of counsel for the said defendant.

That both oral and written evidence was introduced on the part of the plaintiff on the trial before me, but that no evidence was introduced or offered on the part of the defendant.

And I find as matters of fact :

That the said plaintiff was married at or about the time for that purpose stated in amended complaint in the action to Emmeline Van Sicklen, the person therein named, and that from that time the said Emmeline, known after said marriage as Emmeline Field, continued to be the wife of the said plaintiff and to live with him as such wife.

And I further find that the said defendant, without the privity knowledge or consent of the plaintiff, debauched and carnally knew and had illicit intercourse with the said Emmeline Field as stated in the said complaint ; she, the said Emmeline, then being the wife of the said plaintiff, and alienated and destroyed the affections of the said Emmeline for her husband, the said plaintiff, and thereby destroyed the peace and comfort of the said plaintiff, and deprived him of the comfort, society, and assistance of his said wife.



And I further find that on the 12th day of December, 1874, the said parties by their respective Attorneys entered into a written stipulation, that if the Referee to whom the action is referred to hear and determine the same, should find that the plaintiff is entitled to a recovery of damages therein, he should assess such damages at the sum of \$15,000 inclusive of all costs and disbursements.

And I also find that on the same 12th day of December, 1874, a written stipulation was entered into by said parties by their said attorneys that the above entitled action and all issue therein should be referred to the Referee above named to hear and determine the same, and that an order be entered to that effect.

And I find as conclusions of law :

That the said defendant wrongfully and unlawfully so debauched and carnally knew and had illicit intercourse with the said wife of the said plaintiff, alienated and destroyed her affections for the said plaintiff ; destroyed his peace and comfort, and deprived him of the comfort, society and assistance of his said wife, and that the said plaintiff is entitled to recover damages in this action ; and I assess such damages at the sum of fifteen thousand dollars inclusive of all costs and disbursements.

And I find as further conclusion of law, that the plaintiff is entitled to judgment against the said defendant for said sum of \$15,000, inclusive of all costs and disbursements.

J. GREENWOOD, *Referee*.

Dated, January 6, 1875.

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## THE JUDGMENT OF THE COURT.

*City Court of Brooklyn :* Thomas W. Field vs. Thomas Kinsella.

This cause having been referred to John Greenwood, Esq., to hear and determine the same and all the issues therein, and his report having been duly made and filed, whereby he finds the said defendant hath been guilty of the acts complained of in the complaint of the plaintiff herein, to wit, the wilful alienation, seduction and debauching of the wife of the said plaintiff, and the said Referee having assessed the damages therefor, at the sum of \$15,000; now,



on motion of Hammond & Stickney, attorneys of the plaintiff, it is adjudged that the plaintiff do recover of the defendant the aforesaid sum of \$15,000, and that said plaintiff have execution therefor.

Dated Brooklyn, January 6, 1875.

GEO. W. KNAEBEL, *Acting Clerk.*

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## THE DEED OF TRUST.

This Indenture, made the 20th of February, in the year 1874, between Thomas W. Field, of the City of Brooklyn, in the County of Kings and State of New York, party of the first part, and Charles H. Fellows and Theodore F. Jackson, both of said City of Brooklyn, parties of the second part, witnesseth :

That the party of the first part heretofore, to wit, on the 18th day of November, in the year 1873, made complaint before one of the Judges of the City Court of Brooklyn against Thomas Kinsella, of said city, for criminal conversation with the wife of the said party of the first part, and on which complaint a suit for the recovery of damages to the amount of \$50,000 is now pending.

Now, this indenture witnesseth, that I, Thomas W. Field, party of the first part, have appointed and constituted, and by these present do appoint and constitute Charles H. Fellows and Theodore F. Jackson, the parties of the second part, and their successors to be appointed as hereinafter provided, to be the Trustees to receive and hold all money awarded as damages in the said action. And I, the said party of the first part, do hereby authorize the said parties of the second part to receive, and I do hereby direct them to receive in my stead, and to receipt for said money in the same manner and effect as I might do if this instrument had not been made and executed. And I, the party of the first part, do hereby assign and set over inalienably and forever, quit-claim all right, title and interest I have or shall have in any money awarded as damages in said action, to them, the parties of the second part,



and their successors forever, in trust, to keep and hold for the purposes hereinafter mentioned. The purposes for which I, the party of the first part, make this trust and all the conditions by which the said Trustees shall be governed, and the uses to which the said money or the income arising from its investment as hereinafter provided, may be appropriated, are as follows, to wit :

They, the said Trustees, shall immediately upon the rendering of a verdict awarding such damages, or on the record of a judgment therefor, notify the counsel of the party of the first part in the said action that they, the said Trustees, are empowered and directed to receive the proceeds in the said damages, and shall invest the money so paid over to them in such manner as they shall deem most secure for the performance and safety of the trust and payment of interest at the rate of 7 per cent. per annum thereon.

Now, the purpose of the said trust and of this authority to receive and hold the said money, is that they, the said Trustees, shall pay or cause to be paid to Emmeline Field, the wife of the party of the first part, in semi-annual or quarterly payments, during her lifetime, the income derived from the said money received in trust.

. But the payment of said income to the said Emmeline Field shall be conditioned upon her living apart from and ceasing to hold communication with Thomas Kinsella, the defendant in the said suit, for criminal conversation before mentioned ; and no payment shall be made to her, the said Emmeline Field, during the time which they, the said Trustees, shall on good and sufficient proof offered them, conclude and determine that she, the said Emmeline Field, continues to correspond or associate with the said Thomas Kinsella.

Whenever the income of the said trust fund shall remain unclaimed or unpaid by reason of the condition above recited being unfulfilled for one month, they the said Trustees shall place the said unclaimed or unpaid income in a savings bank until the amount of unclaimed or unpaid interest shall be \$1,000, when they, the said Trustees shall invest the said income so accumulated in the same manner as the original fund was invested. But the said Trustees shall have power to pay to the said Emmeline Field the accumulated income at any time, if in their judgment she shall conform to



the condition above stipulated, and the said money shall be needful for her comfort and sustenance.

No form of application or statement shall be required of the said Emmeline Field for the payment of the income beyond a simple receipt, and the payments of the said income shall be made or tendered to her at her residence, if the Trustees shall find it at their convenience so to do, or in such manner as will require the least publicity.

Whenever the Trustees shall receive proof of the death of the said Emmeline Field, they shall determine in what manner and for what purpose the said trust fund shall be appropriated, and they shall have power and are hereby authorized and empowered to dispose of either the income or principal as they shall deem best, to any charitable or benevolent purpose whatever. On the death, resignation, or declination to serve of either of said Trustees, the survivor and the party of the first part shall have power to appoint his successor, and after the death of the party of the first part the surviving Trustee shall nominate these persons to one of the Judges of the Supreme Court, or of the City Court of Brooklyn, with the request that he will select one of the said persons to act as Trustee.

Trustees shall be entitled to some compensation for their services as executors.

Now the purpose of this trust is, that, whereas the history of all criminal and illicit connections prove them to be, from their very nature, transitory, and the deluded victim is uniformly abandoned by her betrayer to want and suffering; now, I, in memory and for the sake of the great love which I bore for the said Emmeline Field while she was my faithful and loving wife, and with the knowledge of the frailty of my own life, and that after my death she would be left destitute, with the intent that she shall not at any time suffer from want, I do make this trust. And I enjoin it on the Trustees above-named, and their successors, that if at any time they shall determine that for her comfort and sustenance any variation is required in the terms of trust as herein expressed, either in regard to the times of payment or other conditions stipulated, or in advance or use of a part of the principal, they the said Trustees, shall at their discretion make such variation as that the essential purpose of this trust shall be maintained and executed, and they are hereby authorized to make such change in the



provisions of this trust for the comfort and sustenance of said Emmeline Field.

In witness whereof, I have hereunto set my hand and seal, on the day, and date first above mentioned.

THOMAS W. FIELD.

Sealed and delivered in the presence of GEORGE W. FISHER.

*City of Brooklyn, County of Kings, ss.:* On the 28th day of December, 1874, before me personally came Thomas W. Field, to me known to be the individual described and who executed the foregoing instrument, and acknowledged that he executed the same.

GEORGE W. FISHER, *Notary Public.*

BROOKLYN, December 28, 1874.

We, the above named Trustees, hereby acknowledge our acceptance of this trust.

CHARLES H. FELLOWS.

THOMAS F. JACKSON.



## THE FIELD-KINSELLA CASE.

### How Judgment was Obtained—Probable Appeal.

A local newspaper has recently published a report of a referee in a *crim. con.* suit of Thomas W. Field against Thomas Kinsella, in which Field claimed damages in fifty thousand dollars. It is only just to state that the judgment was not obtained upon any contested trial, but that Mr. Kinsella agreed to give Mr. Field the form of a judgment, and to put up \$15,000, the income of which, it was understood, was to go to Mrs. Field, upon Mr. Field's agreeing, through his counsel, to privately conduct the unopposed legal proceedings before a referee, and thus save the lady and other innocent parties the annoyance of further scandal. And it will be remembered that reporters were finally excluded from the reference, with the consent of all parties concerned. Mr. Field has since surreptitiously caused the publication of the worst portions of the evidence taken, and has annexed conditions to the trust deed for Mrs. Field, so repugnant to any lady's womanhood, as to make it certain that she will not accept any of the benefits of the money. It is now stated that Mr. Kinsella will appeal the case, so as to obtain a public trial.

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### The Lesser Brooklyn Nosegay.

Mr. Thomas W. Field's lawyers have sent an execution to the Brooklyn Sheriff to collect the \$15,000 judgment granted by ex-Judge Greenwood, in the *crim. con.* suit against Thomas Kinsella. The sum is to be held in trust for Mrs. Field during her life, and at her death it is to go to some charity as the "Kinsella fund." Mr. Kinsella has a \$10,000 mortgage on his Clinton street property.

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## BROOKLYN.

### Death of Thomas W. Field.

This morning at an early hour Thomas W. Field, for several years Superintendent of Public Instruction of the city of Brooklyn, died at his home, corner of Winfield Street and Bushwick Avenue, Williamsburgh, after an illness of ten days. He was born on Onondaga Hill, Onondaga county, New York, in 1821. His father was a tradesman, and the family were descendants of Puritan stock. Mr. Field received a common school education, and when still a very young man taught school in the vicinity of the homestead. When twenty-three years of age he went to live in Williamsburgh, and taught school there. He eventually received the appointment of Principal of Public School No. 18. In the meantime Mr. Field became a nursery-man and built an extensive nursery on Bushwick Avenue, where he cultivated pears and flowers. He was subsequently appointed a city surveyor, and in 1865 was chosen a member of the Board of City Assessors. He was appointed a School Trustee and upon the amalgamation of Brooklyn and Williamsburgh became a member of the Board of Education of the former city. In 1873 he was appointed Superintendent of Public Instruction. Among his works was a history of the Indians and a treatise on the culture of pears. A special meeting of the Board of Education has been called for this afternoon.

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