

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA

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In the Matter of the Petition of
GEORGE SASSOWER, individually and
on behalf of THE GRAND JURY FOR
THE SOUTHERN DISTRICT OF FLORIDA,
Petitioner,

File No. 94Civ1627
(Benages/Bandstra)

For a Special Grand Jury Presentment
Concerning the Criminal Racketeering
Activities in the Southern District
of Florida of, inter alia, JAMES F.
CROWDER, JR.; KENDALL COFFEY; DONALD
L. GRAHAM; JON O. NEWMAN; CHARLES L.
BRIEANT; WILLIAM C. CONNER; PETER K.
LEISURE; FRANCIS T. MURPHY; WILLIAM
C. THOMPSON; G. OLIVER KOPPELL;
CITIBANK, N.A.; KREINDLER & RELKIN,
P.C.; FELTMAN, KARESH, MAJOR &
FARBMAN; HOWARD M. BERGSON; ANTHONY
MASTROIANNI; WEST PUBLISHING COMPANY,
and THE MEAD CORPORATION,

For Transmission
To the
GRAND JURY.

Part I

-against-
U.S. ATTORNEY KENDALL COFFEY,
Respondent.
-----x

To: FOREPERSON OF THE GRAND JURY

1. As part of the federal criminal code, Congress has
provided that it is the "duty" of the Grand Jury (18 U.S.C.
§3332(a)):

"to inquire into offenses against the
criminal laws of the United States alleged to have been
committed within that district".

This is the first of about ten submissions
concerning criminal activities which has been and/or is being
committed in and about the Miami Federal Courthouse.

Copies, with the annexed exhibits, are being mailed to everyone named in the title of this proceeding, as well as others accused or interested, and each of them is afforded the opportunity of responding to you, the Grand Jury, by September 20, 1994, or such longer time as the Court might reasonably believe appropriate.

PART I - THE KELLY ESTATE & TRUSTS

1. There are corrupt judges who make corrupt appointments! Consequently, in every American jurisdiction, state and federal, a judicial appointee must financially account for his stewardship, with due process afforded to those having an interest in the assets, before the judicial appointee or his surety can be fully and finally discharged.

2a. I filed a money damage complaint in the United States District Court for the Southern District of Florida against FIDELITY & DEPOSIT CO. OF MARYLAND ["F&D"], claiming it had issued a surety bond to insure the faithful performance of Public Administrator ANTHONY MASTROIANNI ["Mastroianni"] in his administration of the ESTATE OF EUGENE PAUL KELLY ["Kelly Estate"], which was violated by, inter alia, the diversion of estate assets to satisfy the personal obligations of Mastroianni and/or Surrogate-Judge ERNEST L. SIGNORELLI ["Signorelli"], (Sassower v. F&D, SD Fl. - File No. 93Civ2268[DLG]).

b. The only legitimate legal and ethical legal conduct that could be pursued by F&D was to "implead" Signorelli and Mastroianni, and effectively "walk-away" from the action, without incurring any further legal cost and expense, a proposition never disputed by anyone, at any time or place.

c. "Impleading" is about the simplest procedure in the law, which any attorney can perform, and in lay language asserts "that if I (F&D) am liable under my bond for any loss in the Kelly Estate, you (Signorelli/Mastroianni) are liable to me (F&D), under my subrogation and indemnification rights.

d. However, to "implead" Signorelli/Mastroianni would further expose and help abort the "judicial racket" where judges, such as Signorelli, their bag-men and/or cronies steal, rob, and plunder judicial estates of their assets to the detriment of legitimate beneficiaries and creditors.

3a. To avoid aborting this criminal racket by "impleading" Signorelli/Mastroianni, the F&D's attorneys, JAMES F. CROWDER, JR. Esq. ["Crowder"], senior member in KIMBRELL & HAMANN, P.A. ["K&H"] and JACK L.B. GOHN, Esq. ["Gohn"], of WHITEFORD, TAYLOR & PRESTON, Esqs. ["WT&P"], falsely denied that F&D had issued any such surety bond for Mastroianni, and supported such false assertion by the perjurious affidavits of ROSEMARY ROBERTO ["Roberto"] and LISA ALTAMORE ["Altamore"], employees of F&D (Exhibits "A-1", "A-2").

b. The false statements and perjurious affidavits made and filed in this Court occurred only after the F&D attorneys had been assured that U.S. District Court Judge DONALD L. GRAHAM ["Graham"] of this Court, had been, or could be, "fixed" and "corrupted", and there would be no adverse repercussions by reason of their false assertions, bogus documents, perjurious affidavits and their other intended misconduct in Sassower v. F&D (supra).

4a. Thereafter, under Freedom of Information demands, I obtained copies of three (3) bonds (Exhibits "B-1", "B-2", and "B-3") issued by F&D to secure the Kelly beneficiaries and creditors by reason of any claimed misconduct by Mastroianni.

b. With the documented proof of the F&D coverage, the only way that my action could be defeated on this Mastroianni claim was for F&D to produce: (i) a final accounting by Mastroianni for the Kelly Estate; (ii) a final judgment or a final order, after due process had been afforded to all interested parties; and (iii) a valid court order discharging Mastroianni and F&D from their obligations in the Kelly Estate.

c. Since the F&D attorneys could not produce the aforementioned essential documents, Crowder/Gohn, Judge Graham, and others, including U.S. Attorney KENDALL COFFEY ["Coffey"] were compelled to resort to other illegal and criminal activities, which further submissions will detail.

5. The end result of the Signorelli/Mastroianni plunderings, and the "fix" of Judge Graham, was that the prime beneficiaries of the Kelly Estate and Kelly Trusts -- three (3) motherless children of EUGENE PAUL KELLY ["Kelly"] predeceased daughter -- received nothing -- although recovery was irresistibly compelled.

6a. In November of 1993, service of the summons and complaint in Sassower v. F&D (supra) was made on the F&D office in Coral Gables, Florida, where it has 3 or 4 attorneys.

b. On December 9, 1993, before the Judge Graham "fix", and about forty (40) days before the perjurious submission by Crowder/Gohn, I moved for summary judgment against F&D, and stated in my filed papers:

"The defendant, FIDELITY & DEPOSIT COMPANY OF MARYLAND ['F&D'], has a complete remedy over against, inter alia, ANTHONY MASTROIANNI ['Mastroianni'], and others with available assets to satisfy any judgment recovered."

c. My Statement of Uncontroverted Facts, in support of my summary judgment motion, which Statement was never disputed or controverted in any respect by anyone, at any time or place, reads as follows:

" 1. This action was commenced on November 15, 1993, or more than 20 days before the making of this motion (FRCivP., R.3 and 56(a)).

2. Prior to March of 1977, everyone, including Surrogate ERNEST L. SIGNORELLI ['Signorelli'] of Suffolk County, NY, recognized plaintiff as the sole Executor of the ESTATE OF EUGENE PAUL KELLY ['Kelly Estate'].

3. In March of 1977, without notice and without any due process, Surrogate Signorelli, sua sponte, removed plaintiff as the Executor of the Kelly Estate.

4. In designating ANTHONY MASTROIANNI ['Mastroianni'], as temporary administrator, under a fidelity bond issued by FIDELITY & DEPOSIT COMPANY OF MARYLAND ['F&D'], to succeed plaintiff, Surrogate Signorelli disregarded DORIS L. SASSOWER, Esq. ['DLS'], plaintiff's spouse, as the named alternate executrix in the last will and testament of the deceased.

5. Plaintiff appealed such without due process removal by Surrogate Signorelli, but the N.Y. Appellate Division held, in effect, that the appeal would have to be from the final order and judgment which terminated the Kelly Estate.

6. Promptly, after such denial to plaintiff of his right to appeal the Surrogate Signorelli direction, at that juncture of the proceedings, plaintiff turned over to Mastroianni, the books, records and assets of the Kelly Estate, insofar as they were in plaintiff's possession or under his control.

7. Plaintiff never had possession or control of certain financial records held by ALBERT BARANOWSKY ['Baranowsky'], the personal accountant for the deceased.

8. Plaintiff became aware of the 'in-office' misconduct of Surrogate Signorelli, in matters other than the Kelly Estate.

9. Consequently Signorelli and Mastroianni, began to harass and terrorize plaintiff, DLS, and their children, at Kelly Estate and governmental expense, in an attempt to compel plaintiff silence.

10. The pretext of such terrorism was the false and perjurious assertion that plaintiff did not turn over to Mastroianni the Kelly Estate books and records.

11. Part of such terrorism included the adjudication of plaintiff as three (3) times guilty of non-summary criminal contempt based upon the perjurious Mastroianni applications that plaintiff had not turned over the Kelly Estate books and records, and two (2) times plaintiff was incarcerated thereunder.

12. Each conviction of the aforementioned convictions of non-summary criminal contempt, a constitutionally protected crime, was without a trial, without the opportunity for a trial, without any confrontation rights, in absentia, without due process, without the right of allocution, without any live testimony in support thereof, and without any constitutional or legal waiver thereof.

13. Thereafter, Mastroianni admitted and confessed, and various judges were compelled to find, that even before the first contempt proceeding, plaintiff had turned over to him the Kelly Estate books, records, and assets.

14. In addition to the perjurious statements in all the contempt applications concerning the Kelly Estate books and records, which were all trialess and in absentia, he attempted to conceal such fact from Hon. ALOYSIUS J. MELIA ['Melia'] in the disciplinary proceedings against plaintiff and DLS; and although exposed in the Judge Melia hearings, he thereafter, once again attempted to conceal same during the 'accounting' hearings before Hon. BURTON S. JOSEPH ['Joseph'].

15. Additionally, Mastroianni also concealed from the various tribunals that he, at all relevant times, had the books and records of Baranowsky, financial books and records which plaintiff never had or could obtain, for reasons here irrelevant.

16. The Judge Melia Report, dated February 4, 1982, rendered after about three (3) weeks of testimony, stated in relevant part (p. 63):

"The Public Administrator [Mastroianni] also testified that after June 15, 1977 he made no further efforts to obtain other documents. Neither he nor his counsel, Mr. Berger made an inventory of documents or papers received from respondent [plaintiff] that day. He is not aware of any missing or outstanding papers. He never contacted Baranowsky, the deceased's accountant. The papers that the respondent [plaintiff] turned over in June 1981 appear to be duplicate of those transmitted on June 15, 1977 or otherwise worthless." [emphasis supplied]

17. The fact Mastroianni communicated with Baranowsky, and had his books and papers, as well, was confirmed by his attorney's letter which surfaced during the later hearings before Mr. Justice Joseph, and read:

"We have already contacted Mr. Baranowsky in 1977 who turned over to us all records in his possession" [emphasis supplied]

18. The hearings before Judge Joseph produced the following report:

"The evidence failed to establish that Mr. Sassower did not turn over any documents which justifiably prevented the Public Administrator ["Mastroianni"] from closing out the Estate in 1980."

19. ERICK F. LARSEN, Esq. ["Larsen"], former Assistant Suffolk County Attorney, in his deposition of September 18, 1984 (p. 64) stated:

"I have made that absolutely clear to you. That there was no case, no authority, no anything to justify what occurred twice over in Surrogate's Court" [emphasis as testified].

20. Concerning plaintiff's third conviction by the Surrogate's Court of Suffolk County, and the Signorelli modus operandi, the New York Times of September 8th, 1985 (XXI, p. 1, 10) published the following:

"John P. Cohalan, a retired Appellate Division justice ... has been serving as the chief spokesman for the Rohl campaign in criticizing Surrogate Signorelli. Mr. Cohalan has contended in speeches that until recently all of the surrogate patronage appointments have gone to 10 lawyers close to Surrogate Signorelli, in addition, Mr. Cohalan talks about the 'horror story' in Surrogate's Court, including what he termed a lack of courtesy, unnecessary delays and Surrogate Signorelli's inaccessibility to lawyers."

21. The 'horror story', or the 'Saturday nite massacre', was when Mastroianni caused plaintiff's arrest in Westchester County; transported and incarcerated him in Suffolk County jail; his physical beating while on route; and when DLS and one of their daughters presented a writ of habeas corpus, directing plaintiff's immediate release on his own recognizance, they were themselves incarcerated for serving a writ of habeas corpus.

22. A United States District Court Judge, issued a 'gun to the head' edict directing Surrogate Signorelli to recuse himself from any such further proceedings involving plaintiff, or be ordered to disqualify himself.

23. Surrogate Signorelli recused himself by a sua sponte published diatribe, in which he requested that professional disciplinary proceedings be instituted against plaintiff and DLS.

24. When neither Mastroianni nor his attorney could controvert plaintiff's dramatic documented response to the disciplinary tribunal, these concocted and contrived charges were about to be dismissed.

25. Surrogate Signorelli, thereupon and ex parte, initiated the intervention of Presiding Justice MILTON MOLLEN ['Mollen'] of the Appellate Division, Second Department, and the disciplinary complaints was reincarnated and pursued, with bloody vengeance.

26. Mastroianni continued his harassment of plaintiff, DLS, and their children, at the cost and expense of the Kelly Estate and the government, repeatedly claiming that he could not close out the Kelly Estate because plaintiff had not turned over its books and records.

27. Disciplinary proceedings invariably result in a finding of misconduct in the First and Second Departments in New York.

28. However in the proceedings against plaintiff and DLS, with 32 counts lodged against them, it was 32-0 rout in their favor -- with leave granted to DLS to pursue sanctions against the Grievance Committee.

29. For the first time during such disciplinary hearings, Mastroianni and Signorelli, admitted and admitted that plaintiff had turned over all the books and records in his possession and/or control even before the first contempt proceeding.

30. However Mastroianni and Signorelli concealed from the disciplinary tribunal, the fact that they also had in their possession those books and records which were held by Baranowsky, who had died before such hearings took place.

31. On December 17, 1984, almost eight (8) years after his appointment as temporary administrator, with continuous public proclamations that he could not close out the Kelly Estate because plaintiff had its books and records, Mastroianni filed his petition for the settlement of his account, which had been fully depleted.

32. Despite the admissions and confessions before Judge Melia, Mastroianni continued to claim that he could not previously account because of plaintiff's misconduct.

33. That claimed misconduct of plaintiff, Mastroianni alleged, caused a loss to the Kelly Estate of almost \$100,000, for which he attempted to surcharge plaintiff.

34. However, Mastroianni could not prove \$1.00 loss to the Kelly Estate by reason of plaintiff's stewardship, and so Judge Joseph was compelled to find.

35. Very little of the expenditures made from the Kelly Estate were legitimate.

36. In order to satisfy a personal monetary obligation of Signorelli to an attorney, Mastroianni had caused such attorney to become his attorney in the Kelly Estate, who submitted a bill of \$12,500, for fictitious services. Judge Joseph awarded him \$1,000.

37. Another attorney claimed \$30,000 worth of services for Mastroianni in the Kelly Estate, submitted a claim of \$15,000, and Judge Joseph awarded him \$4,000.

38. At a time when the Westchester County Sheriff would have charged \$15 to serve plaintiff with a citation, Mastroianni hired a private process server in Suffolk County, and the Kelly Estate was billed \$1,495.

39. These false public assertions concerning the failure to turn over the Kelly Estate books and records was only an attempt to conceal the misconduct of Signorelli and Mastroianni, and their dissipation of all the assets in the Kelly Estate.

40. Because nothing was left in the Kelly Estate, plaintiff did not receive anything for his services or disbursements, for which Mastroianni and F&D are liable.

41. After the settlement of the account of the Kelly Estate judicial before Judge Joseph, with nothing left in the Kelly Estate account, Mastroianni learned that the government had assessed a substantial penalty against him for his failure to timely pay the taxes due on the Kelly Estate.

42. In order to satisfy such governmental penalty caused by Mastroianni's neglect he, ex parte, without any due process whatsoever, seized all the assets of the GENE KELLY MOVING & STORAGE TRUSTS ["Kelly Trusts"] under plaintiff's control, in which plaintiff, always was and still is the sole trustee.

43. The only opportunity that plaintiff had the opportunity to (1) contest his 1977 without due process removal by Surrogate Signorelli; (2) the failure to compensate plaintiff for his services and disbursements in the Kelly Estate; and (3) the unlawful seizure of the Kelly Trust assets to pay for Mastroianni's default, was at the Appellate Division in December of 1988.

44. However against Mastroianni's appeal, which was paid for by Kelly Trust assets, to which plaintiff served a cross-appeal, Mastroianni and/or his attorneys, did not serve plaintiff, and CHARLES Z. ABUZA, Esq. ['Abuza'], the attorney for most of the beneficiaries of the Kelly Estate, was dead (NY Times, July 1, 1988, p. B8, col. 3).

45. There is no question that the proceedings in the Appellate Division was jurisdictionally flawed and void because, inter alia, the failure to serve plaintiff and because of the prior death of Abuza, and no notice given to the beneficiaries to obtain substitute counsel.

46. However, by corrupting a jurist on the Appellate Division, plaintiff's attempt to declare these proceedings before that Court a jurisdictional nullity was denied.

47. The personal liability of Mastroianni and F&D for monies held by plaintiff, as trustee, in the Kelly Trusts is clear and undisputed."

7. In short ---

a. Signorelli and Mastroianni looted all the assets in the Kelly Estate, and thereafter, when the federal government imposed penalties upon Mastroianni for his failure to timely pay the Kelly Estate taxes due, he seized, without any due process of law, the assets of GENE KELLY MOVING & STORAGE, TRUSTS ["Kelly Trusts"], which I held as trustee, in order to pay such penalties imposed upon him for his neglect.

b. The prime beneficiaries under the Kelly Trusts, were the same Kelly infant grandchildren.

8a. Mastroianni attempted to settle his account before Justice Presiding WILLIAM C. THOMPSON ["Thompson"] by not serving me, not serving any of the other interested parties, including the infant grandchildren, whose attorney had previously died.

b. As further submissions will demonstrate, Judge Thompson makes it a practice to issue bogus orders, that have absolutely no legal validity.

9. Witnessing the corruption of Judge Graham, I amended my complaint, as of right, adding as co-defendants, Mastroianni and others involved in the larceny of Kelly Estate assets, which only produced additional corruption of Judge Graham.

10a. In and of itself, submitting perjurious affidavits to a federal court or judge, is a serious crime, and your "duty" is "to inquire" into the matter.

b. More will follow!

Dated: September 5, 1994

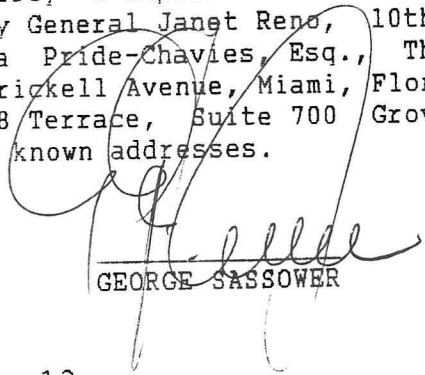


GEORGE SASSOWER
Petitioner, pro se
16 Lake Street,
White Plains, NY 10603
914-949-2169

CERTIFICATION OF SERVICE

On September 6, 1994 I served a true copy of this grand jury submission by mailing same in a sealed envelope, first class, with proper postage thereon, addressed to Hon. Donald L. Graham, U.S. District Court, Southern District of Florida, Federal Courthouse Square, 301 N. Miami Avenue, Miami, Florida 33128-7788; James F. Crowder, Jr., Esq., c/o Kimbrell & Hamann, P.A., 799 Brickell Plaza, Miami, Florida 33131; U.S. Attorney Kendall Coffey, 155 South Miami Avenue, Miami, Florida 33130; Jack L.B. Gohn, Esq. c/o Whiteford, Taylor & Preston, Esqs., Seven St. Paul Street, Baltimore, Maryland 21202; Jon O. Newman, 450 Main Street, Hartford Conn. 06103; Charles L. Brieant, 101 East Post Road, White Plains, NY 10601; William C. Conner and Peter K. Leisure, U.S. Courthouse, Foley Square, New York, NY 10007; Francis T. Murphy, c/o Appellate Division, 25th Street & Madison Avenue, New York, NY 10010; William C. Thompson, c/o Appellate Division, 45 Monroe Place, Brooklyn, New York, NY 11201; G. Oliver Koppell, 120 Broadway, New York, New York 10271; Citibank, N.A., 399 Park Avenue, New York, New York 10022; Kreindler & Relkin, P.C., 350 Fifth Avenue, New York, NY 10118; Feltman, Karesh, Major & Farbman, 152 West 57th Street, New York, NY 10019; Howard M. Bergson, 21 Technology Drive, East Setauket, New York 11733; Ernest L. Signorelli and Anthony Mastroianni, County Center, Riverhead, NY 11901; West Publishing Company, 610 Opperman Drive P.O. Box 64833; St. Paul, Mn. 55164-9777; The Mead Corporation, 9393 Springboro Pike, Miamisburg, Ohio, 45342, P.O. Box 933, Dayton, Ohio 45401; Rosemary Roberto and Lisa Altamore, c/o Fidelity & Deposit Co. of Maryland, 111 John Street, New York, NY 10038; Attorney General Janet Reno, 10th & Constitution Ave., Washington, D.C. 20530; Pamela Pride-Chavies, Esq., The Florida Bar, Suite M-100, Rivergate Plaza, 444 Brickell Avenue, Miami, Florida 33131; and David J. White, Esq., 2900 S.W. 28 Terrace, Suite 700 Grove Plaza, Miami, Florida 33133, that being their last known addresses.

Dated: September 6, 1994



GEORGE SASSOWER

Certified Mail # Z 067 878 879

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

GEORGE SASSOWER,

*

Plaintiff

*

v.

*

Civil No. 93-2268

CIV - GRAHAM

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND,

*

Magistrate Judge Garber

*

Defendant

* * * * *

AFFIDAVIT OF ROSEMARY ROBERTO

I, ROSEMARY ROBERTO, under the penalties of perjury, do hereby depose and state as follows:

1. I am over 18 years of age and competent to render testimony in legal proceedings.

2. I am the Manager of the New York Service Office of the Fidelity and Deposit Company of Maryland. I have held that position for 11 years. I have been employed in the New York Service Office for 17 years.

3. In the course of my 17 years' service in the New York Service Office, I have become quite familiar with the practices and records of the Fidelity and Deposit Company of Maryland at that location.

4. In the course of my duties, I have become familiar with the fidelity bond issued by my employer with respect to the performance of Lee Feltman, Esq. in his capacity as receiver of the estate of Puccini Clothing. This office did not maintain a copy of the bond in question. However, Puccini Clothing was a New York corporation, placed in a New York receivership. As a

result, the bond was issued in a form specifically prescribed at all relevant times by New York law. A copy of the statutorily-required language is set forth in Exhibit 1, appended hereto.

5. I was also requested to determine whether Fidelity and Deposit Company of Maryland had issued a fidelity bond in or around March of 1977 with respect to the performance of Anthony Mastroianni in his capacity as the executor of the estate of Eugene Paul Kelly, which was probated before the Surrogate of Suffolk County, New York. This office maintains a complete file of open and cancelled bonds issued by Fidelity and Deposit Company of Maryland going back to a date earlier than March of 1977. I instructed Ms. Lisa Altamore, a Service Office Underwriter Assistant with almost four years' service at this office, to review the file and attempt to retrieve any evidence that such a bond existed. As is separately recited in Ms. Altamore's affidavit, she reported that she was unable to discover any evidence that such a bond had ever been issued.

6. Had Fidelity and Deposit Company of Maryland issued a fidelity bond in or around March of 1977 with respect to the performance of Anthony Mastroianni in his capacity as the executor of the estate of Eugene Paul Kelly, probated before the Surrogate of Suffolk County, New York, such bond should have been evidenced in the file, since the file is regularly maintained in the ordinary course of this company's business, and should contain evidence of any bond issued with respect to an executor in Suffolk County, New York in or around March of 1977.

FURTHER AFFIANT SAITH NOT.

January 25, 1994
Date

Rosemary Roberto
ROSEMARY ROBERTO

I HEREBY CERTIFY, that on this 27th day of January,
1993¹⁴ before me, the Subscriber, a Notary Public in and for the
State of New York, personally appeared ROSEMARY ROBERTO and made
oath in due form of law under penalties of perjury that the
matters and facts here and above set forth are upon his personal
knowledge and are true.

Janice A. Artopé

NOTARY PUBLIC

JANICE A. ARTOPÉ
NOTARY PUBLIC, State of New York
No. 24-4089848

Certificate Filed in Kings County
Commission Expires December 18, 1995

My commission expires:

(SEAL)

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

GEORGE SASSOWER,

*

Plaintiff

*

v.

*

Civil No. 93-2268

CIV - GRAHAM

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND,

*

Magistrate Judge Garber

*

Defendant

* * * * *

AFFIDAVIT OF LISA ALTAMORE

I, LISA ALTAMORE, under the penalties of perjury, do
hereby depose and state as follows:

1. I am over 18 years of age and competent to render
testimony in legal proceedings.

2. I am a Service Office Underwriter Assistant in the
New York Service Office of Fidelity and Deposit Company of
Maryland, and have been employed at that office for nearly four
years.

3. I was requested by Rosemary Roberto, Manager of
the Office, to review files maintained by this Office containing
records of all cancelled or open bonds issued through this Office
dating back to some date before March of 1977. I was requested
to determine whether these files revealed that any fidelity bond
had ever been issued by Fidelity and Deposit Company of Maryland
with respect to the performance of Anthony Mastroianni as
executor of the estate of Eugene Paul Kelly, probated before the
Surrogate of Suffolk County, New York.

SURROGATE'S COURT, COUNTY OF Suffolk

PROBATE PROCEEDING: WILL OF
~~IN THE MATTER OF THE ADMINISTRATION~~
~~OF THE ESTATE OF~~

EUGENE PAUL KELLY
 DECEASED

MICROFILMED

J. MOLLINO

JURY CLERK

PROBATE
 ADDITIONAL ~~ADMINISTRATION~~ **Bond**

INDEX No. 736 P 1972

KNOW ALL MEN BY THESE PRESENTS:

That Anthony Mastroianni, Public Administrator, Suffolk County Center
Riverhead, New York, and Administrator cta as Principal

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, having an office and principal place of business for the State of New York
 at 110 William Street, New York, New York
 as Surety, are held and firmly bound unto THE PEOPLE OF THE STATE OF NEW YORK, for the security and benefit of the persons
 now or hereafter interested in the trust referred to herein, in the sum of

FIFTEEN THOUSAND AND NO /100----- (\$15,000.00)----- Dollars,
 lawful money of the United States, to be paid to the said People of the State of New York, for which payment, well and truly to
 be made, the said Anthony Mastroianni, Administrator cta

himself bind S
himself heirs, executors, and administrators, and said Company binds itself, its successors
 and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 2nd day of November 19 78

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bounden Anthony Mastroianni
 shall faithfully discharge his trust as Public Administrator and Administrator cta
 of all and singular the goods, chattels and credits of Eugene Paul Kelly

County of Suffolk deceased, late of the
him, obey all lawful decrees and orders touching the administration of
 the assets committed to him including but not limited to decrees or orders directing repayment of amounts allowed
 as advances on commissions and render a verified account of
 administration whenever required to do so by the Court, then this obligation to be void; otherwise to remain in full force and virtue.

Anthony Mastroianni L.S.

ANTHONY MASTROIANNI L.S.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:

Attorney-in-Fact

Theodore J. Rickman
 Attorney - in - Fact

FILED
 SURROGATE'S COURT
 SUFFOLK COUNTY

NOV 6 1979

RECEIVED
 CHIEF CLERK

Exhibit "B-2"

AMOUNT \$ 25,000.00

No. 585 89 29

OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

1 That Anthony Mastroianni
2 as Principal (hereinafter called Principal), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a cor-
3 poration of the State of Maryland, having its principal office in the City of Baltimore, Maryland, as Surety
4 (hereinafter called Surety), are held and firmly bound unto the
5 People of the State of New York
6 in the penalty of Twenty-Five Thousand and No/100 Dollars (\$ 25,000.00),
7 to the payment whereof, well and truly to be made and done, the Principal binds himself, his heirs, execu-
8 tors, and administrators, and the Surety binds itself, its successors and assigns, jointly and severally, firmly
9 by these presents.

10 Signed, sealed and dated this 20th day of August
11 A.D. nineteen hundred and seventy-five

12 THE CONDITION OF THE AFOREGOING OBLIGATION IS SUCH, That WHEREAS, the
13 Principal was elected or appointed Public Administrator

14 of Five (5) Years
15 NOW, THEREFORE, if the Principal shall, during the term September 19 75
16 beginning on the 6th day of September, well
17 and faithfully perform all and singular the duties incumbent upon him by reason of his election or appoint-
18 ment as aforesaid, and honestly account for all moneys coming into his hands according to law, then this
19 obligation shall be null and void, otherwise of full force and virtue.

20 This Bond is executed by the Surety upon the following express condition, which shall be conditions
21 precedent to the right of recovery hereunder:

22 FIRST: That regardless of the number of years this Bond shall continue or be continued in force, or be
23 renewed, and of the number of annual premiums that shall be payable or paid, the Surety shall not be liable
24 hereunder for more in the aggregate than the above named penalty.

25 SECOND: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in
26 writing to People of the State of New York
27 and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining
28 liable, however, subject to all the terms, conditions and provisions of this Bond, for any act or acts covered
29 by this Bond which may have been committed by the Principal up to the date of such cancellation; and the
30 Surety shall, upon surrender of this Bond and its release from all liability hereunder, refund the premium
31 paid, less a pro rata part thereof for the time this Bond shall have been in force.

Witness:

By: Anthony Mastroianni (SEAL)
Anthony Mastroianni

As to Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Attest:

By: M.V. McGrath
M.V. McGrath, Resident Agent for the
State of New York and
Attorney-in-fact

E.H.N. "B-3"