

0621

BOX:

96

FOLDER:

1041

DESCRIPTION:

McHugh, James

DATE:

03/27/83



1041

0622

Jan 17/83

FILED

Day of Trial

Counsel

Filed

day of

1883

Reads

Atty. Gen. (p. 8)

THE PEOPLE

19th R

James McKeon

for one week

for the one

for the one

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0623

COURT OF GENERAL SESSIONS OF THE PEACE
of the City and County of New-York.

-----x

The People of the State of New-York :

- against -

James Mc'Hugh.

-----x

The Grand Jury of the City and County of New-York, by
this indictment, accuse James Mc'Hugh of the Crime of PERJURY,
committed as follows:

On the twenty-third day of January, in the year of our
Lord one thousand eight hundred and eighty three, at the Fifth
District Police Court, in the City of New-York, in the County of
New-York aforesaid, information on oath was in due form of law
laid before Bankson T. Morgan, Esq., then being one of the Police
Justices of the City of New-York, charging one Thomas Hackett with
a felony, to wit: with the crime of assault in the first degree,
and the said Thomas Hackett having been brought before the said
Police Justice for an examination of the said charge, and it hav-
ing been made to appear to the satisfaction of the said Police
Justice that said examination should be adjourned to some other
day, the hearing thereof was duly adjourned; and thereupon the said
Bankson T. Morgan, Esq., Police Justice as aforesaid, then and
there made an order requiring the said Thomas Hackett to give an
undertaking, with sufficient sureties, for his appearance at the
said examination on the adjourned day thereof; and the said James
Mc'Hugh, late of the City and County of New-York aforesaid, then
and there personally appeared before the said Bankson T. Morgan,
Esq., Police Justice as aforesaid, and offered himself as a surety
for the undertaking aforesaid, and then and there, together with
the said Thomas Hackett, entered into an undertaking before the
said Bankson T. Morgan, Esq., Police Justice as aforesaid, in the
sum of one thousand dollars, conditional upon the appearance of
the said Thomas Hackett before the said Police Justice at the
Fifth District Police Court, in the City of New-York, at and dur-
ing the said examination; and it then and there became and was
material that the said Police Justice should enquire into and
know the sufficiency of the said surety and the responsibility of
the said James Mc'Hugh to become such surety as aforesaid upon the
said undertaking, and that the said Police Justice should enquire
into and know the amount and value of property, and what property,
the said James Mc'Hugh was possessed of; and the said James Mc'-
Hugh was thereupon then and there, to wit: at the City and County
aforesaid, on the day and in the year aforesaid, in due form of
law, sworn by the said Bankson T. Morgan, Esq., Police Justice
aforesaid, and did make and subscribe to an affidavit in writing,
and did take his corporal oath before the said Bankson T. Morgan,
Esq., Police Justice as aforesaid, touching and concerning the
matters contained in his said affidavit, he, the said Bankson T.
Morgan, Esq., Police Justice as aforesaid, then and there having
full and sufficient power and authority to administer the said
oath to the said James Mc'Hugh in that behalf; and the said James
Mc'Hugh, being so sworn as aforesaid, then and there, to prevent
the said Bankson T. Morgan, Esq., Police Justice aforesaid, from

0624

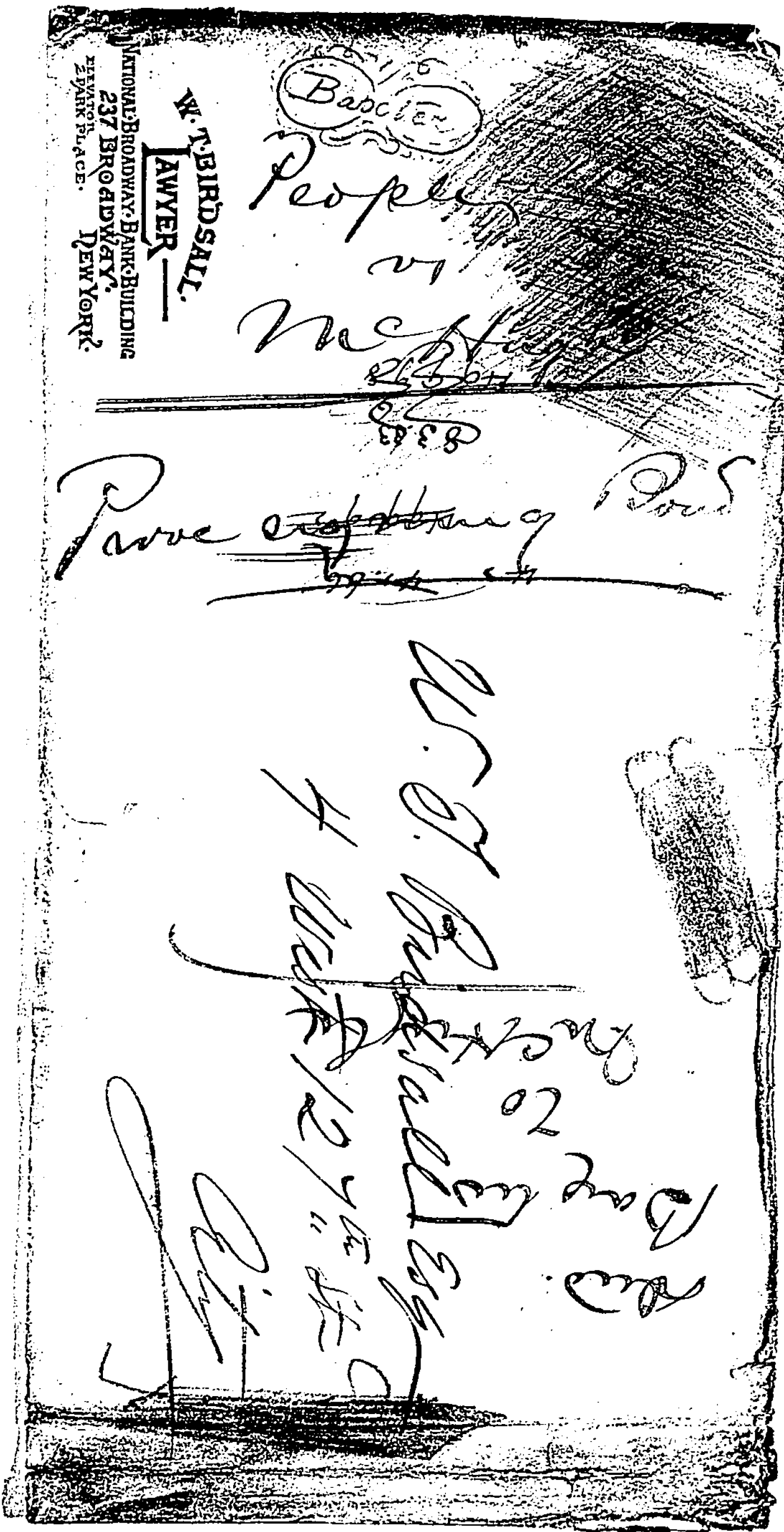
knowing the true circumstances and property of him, the said James Mc'Hugh, did, upon his oath aforesaid, concerning the matters contained in the said affidavit in writing, then and there wilfully, feloniously, corruptly and knowingly, in and by his affidavit aforesaid, falsely swear, depose and say, among other things, in substance and to the effect following, that is to say:

That he, the said James Mc'Hugh, was then a freeholder within the County of New-York, and was then worth the sum of twenty hundred dollars, exclusive of property exempt from execution and over and above the amount of all his debts and liabilities, and that his property then consisted of a house and lot of land situated at number 2231 Fourth Avenue, in the City and County of New-York, and that the same was of the value of twelve thousand dollars, encumbered only to the amount of eight thousand dollars; whereas, in truth and in fact, the said James Mc'Hugh was not then a freeholder within the County of New-York, and was not worth the sum of twenty hundred dollars exclusive of property exempt from execution and over and above the amount of all his debts and liabilities; and his property did not consist of, and he did not then have any property in, a house and lot of land situated at number 2231 Fourth Avenue, in the City and County of New-York.

And so the Grand Jury aforesaid do say, that the said James Mc'Hugh, in manner and form aforesaid, on the day and in the year aforesaid, at the City and County aforesaid, *feloniously* *did* commit wilful and corrupt perjury, to the great displeasure of Almighty God, to the evil example of others in like cases offending, and against the form of the statute in such case made and provided, and against the peace of the People of the State of New-York and their dignity.

JOHN MC'KEON,
District Attorney.

0625



0626

20 Dec 54
217-20000

Rebutting -

nothing -
2231 4- one is said to be - 2P

Quick
and

Sue has taken my degree back
and I have been refused -
I was told Sue had
been in prison

12 Regent's - Refused
July - 1st request

58,751

Barber - asked Ang -

W. E. B. DuBois

For me

[Handwritten scribbles and markings]

Mrs. J. H. Jones

650
29
450

[Handwritten signature]

0627

Present to the

District Attorney

Dear Sir I beg of you not
to allow counselor Glanville
to put back my trial
any more as he has done so
now 15 times against my
will and further that I
do charged him on the 10th
of April and told him
not to have any more to do
with my trial on account of
his dishonest dealings with
me as he is a disgrace to his
profession he has received
money from me on two
occasions under false pretence
and now he has put back my
trial 9 times since the 10th
of April

Respectfully Yours
James R. Wright

0528

Give this to the General

0629

C. BAXTER,
ARCHITECT,
2260 THIRD AVENUE.

No. 656

NEW YORK

Feb 24

188 2

MOUNT MORRIS BANK

NEW YORK CITY

PAY TO THE ORDER OF

Thirty

DOLLARS

\$30.⁰⁰/₁₀₀

Charles Baxter

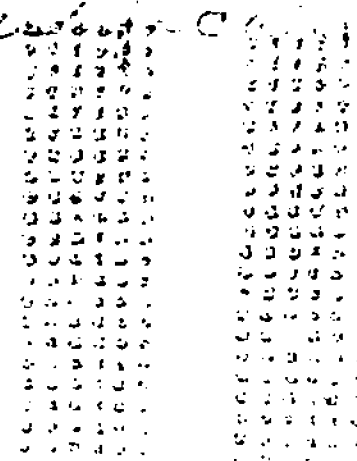
Boydman & Brown 59 Maiden Lane NY

PATENT SAFETY TEST

0630

Check

No. 1 for identification



James W. Hughes



0631

C. BAXTER,
ARCHITECT,
2260 THIRD AVENUE.

No. 557

NEW YORK

1882

MOUNT MORRIS BANK

NEW YORK CITY.

PAY TO THE ORDER OF

Two Hundred

DOLLARS

\$200.00

Chas Baxter

Reynolds & Brown 53 Maiden Lane NY

PATENT SAFETY TINT

0632

James D. Hughes
Wheeler

0633

C. BAXTER,
ARCHITECT,
2260 THIRD AVENUE.

No. 541

NEW YORK

July 14

1881

MOUNT MORRIS BANK

NEW YORK CITY.

PAY TO THE ORDER OF

James McHugh

Ten

DOLLARS

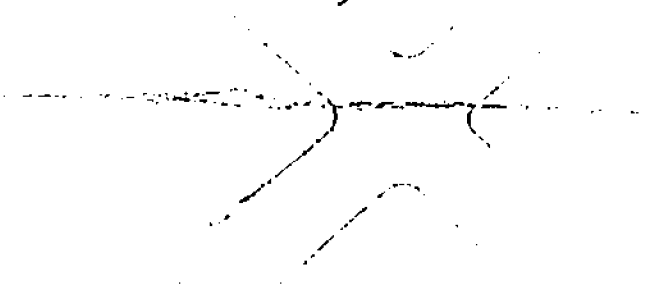
\$ 10 ⁰⁰/₁₀₀

Chas Baxter

Reynolds & Brown 52 Mailed Laid NY PATENT SAFETY TEST

0634

James Mottugh
Henry Gabinski



0635

C. BAXTER,
ARCHITECT,
2260 THIRD AVENUE.

No. 649

NEW YORK

Feb. 18

1882

MOUNT MORRIS BANK

NEW YORK CITY.

PAY TO THE ORDER OF

Neily

McBeigh

DOLLARS

\$70.06

Charles Baxter

Ames & Brown 53 Maiden Lane NY

PATENT SAFETY TINT

0636

My dear friend

Sir

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James M. Hugh

0637

C. BAXTER,
ARCHITECT,
2260 THIRD AVENUE.

No. 833

NEW YORK

April 17

1882

MOUNT MORRIS BANK

NEW YORK CITY

PAY TO THE ORDER OF

Sixty

DOLLARS

\$60.00
100

Chas. Baxter

Amesbury & Brown 55 Maiden Lane N.Y.

PATENT SAFETY TINT

0638

James M. Hugh

0639

C. BAXTER,
ARCHITECT,
2260 THIRD AVENUE.

No. 600

NEW YORK

Feb. 11

1882

MOUNT MORRIS BANK

NEW YORK CITY

PAY TO THE ORDER OF

One Hundred & Fifty Dollars

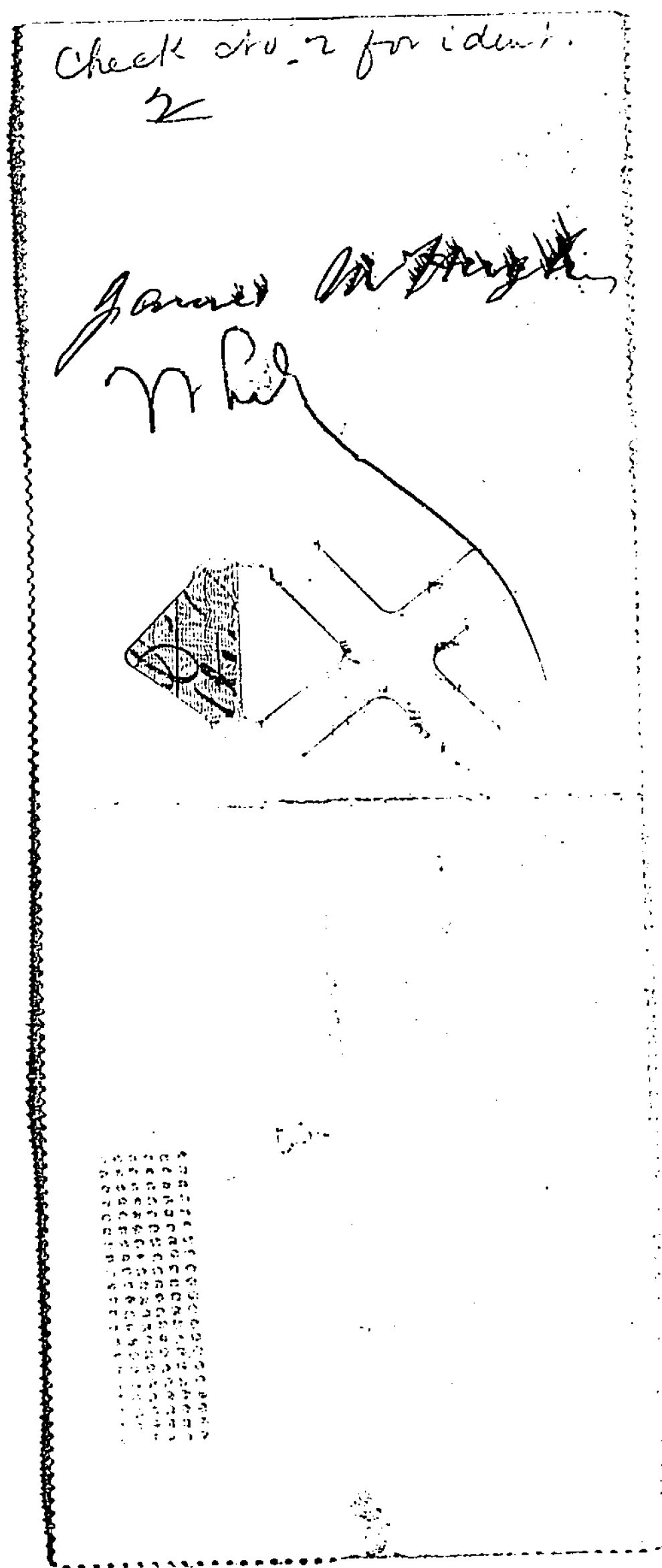
\$150.00

Chas Baxter

London & Brown 59 Maiden Lane NY

PATENT SAFETY TEST

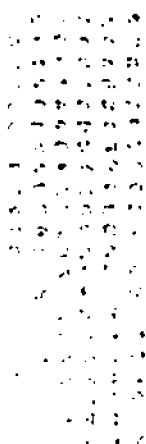
0640



0641

Check on 7 for iden.
2

James W. Wright
N. H.



0642

C. BAXTER,
ARCHITECT,
2260 THIRD AVENUE.

No. 781

NEW YORK

April 1

1882

MOUNT MORRIS BANK

NEW YORK CITY.

PAY TO THE ORDER OF

J. McHugh.

One Hundred and twenty five DOLLARS

\$125⁰⁰/₁₀₀

Chas. Baxter

Ammon & Brown 53 Maiden Lane NY

PATENT SAFETY TINT.

0643

Check No 5 for
identification

James M. Hugh
Whittracoe



0644

Walter R. Bube -
John Tamm 3
H. P. Broun 2
~~H. P. Broun~~
Philip H. Jones 4
Lentopier C.P.

Geo. H. Lane -
Patience

William A. Tamm

70-E-129-5

His all life.
Patience matches.

0645

PART I

THE COURT ROOM IS IN THE SECOND STORY AND FRONTING THE PARK.

If this Subpoena is disobeyed, an attachment will immediately issue.

Bring this Subpoena with you, and give it to the Officer at the Court-Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA

FOR A WITNESS TO ATTEND THE

Court of General Sessions of the Peace.

The People of the State of New York,

of No. 237 Broadway Street,

GREETING :

WE COMMAND YOU, That, all business and excuses ceasing, you *appear* in your proper person, before the Court of General Sessions of the Peace, to be holden in and for the City and County of New York, at the Sessions Building, in the Park of the said City, on the 30 day of April instant, at the hour of eleven in the forenoon of the same day, to testify the truth and give evidence in our behalf, against

James M. High
in a case of Felony whereof he stands indicted. And this you are not to omit, under the penalty of Two Hundred and Fifty Dollars.

Witness, Hon. FREDERICK SMYTH, Recorder, of our said City, at the City Hall, in our said City, the first Monday of April in the year of our Lord 1883.

JOHN McKEON, *District Attorney.*

0646

OFFICE OF
CHARLES BAXTER, C. E.,
ARCHITECT.
No. 2260 THIRD AVENUE.

New York, September 1888
My dear Sir,
I have the honor to acknowledge the receipt of your letter of the 14th inst. in relation to the proposed alterations to the plan of the building at No. 2260 Third Avenue, New York, and in reply to inform you that the same have been referred to the Board of Fire Commissioners for their consideration. I am, however, unable to say whether or not the same will be approved, as the Board has not yet rendered a decision. I am, nevertheless, very glad to hear that you are so interested in the building, and I am sure that the Board will take into consideration the suggestions which you have made. I am, Sir, very respectfully,
Yours very truly,
Charles Baxter, C. E.

0647

District Attorney's Office.
City & County of
New York.

Chas Baxter
324 East 125
n.y.c.

Sir:

You must
bring with you, your
Wife & child to the
property, in the case
of the People
James M. Hough to be
tried, tomorrow, in
part two of the Court
of General Sessions
at Eleven o'clock.
and oblige

Yours truly
Hugh D. Swannell
Chf. Clk
R. J. J.

May 16/83

0648

March 2nd 1883
Dear Sir
I hope you will excuse me for what
is done as I did not understand
any thing about it Mr. Starnagan is
the man that forced me to do it and
that it was all right that it did
not interfere with your settlement
at all that the deeds were in my
name and told me that I should take
my council's advice when I refused to
go back to the land and I came to
you now and I will let you know all
about how it was taken in to this
scrap I hope you will see to my

0649

furniture and put them away, some
place until I get out tomorrow.

at present but I am
yours truly James H. Hager

Call to morning at the bank

0650

April 27 1907

My dear Mr. G. - Sir.

I was expecting you in today
as you promised to come
in yesterday as I was to
speak to you about Horgan
in what I think he intends
to do as he was not in
with me in 3 weeks and
I don't know what is the
reason of him to be keeping
back any thing as he is
against me. Will I be
out to him not to be
keeping it back as he was
and he sent me no money
and I hope you will come
in to me in morning and
I will have a talk with you
Yours Truly
James M. H. G.

0651

Mr. [unclear] would
Secret. [unclear] [unclear]
a [unclear] to the [unclear]
Agency of [unclear]
[unclear] [unclear] [unclear]
[unclear]

0652

April 24

To the District Attorney

Dear Sir: I beg to be excused -

I am attending on you as to

that you are not to attend me

as I am from the time I have

to get back and attend

as I am from the time I have

3 or 4 times a week and will

as I am from the time I have

now to the court from the

court and to go to the court

for the time I have

I am from the time I have

the 22 of January when he

told me to wait for him and

that he would be out along

when he came out of the prison

after he had an agent who

with me and who was with

0653

of his at ... time he
did not say the ...
were about it and then
Councillor ... and
Hackett and I ...
came up to ...
... and ...
... was getting
... 128 ...
... the ...
next morning ... we
would ...
... and ...
councillor the next morning
he went to ...
and got ...
... walk ...
... and told me that
he wanted me to ...
I ...
...
... not taking ...

0654

121

New York October 22nd 1882
 Mr. Butler Sir, to James M. Hough
 for Carpenter work done on
 his houses Balance Due since
 last pay 46.00
 Balance Due on last pay inst. 2.50
 5 Days work at 225 16.25
64.75
 Received on account 24.00
 Balance Due 40.75

0655

C. BAXTER,
ARCHITECT,
2260 THIRD AVENUE.

No. 692

NEW YORK

March 7

1882

MOUNT MORRIS BANK

NEW YORK CITY.

PAY TO THE ORDER OF

Twenty five

\$ 25.00

Charles Baxter



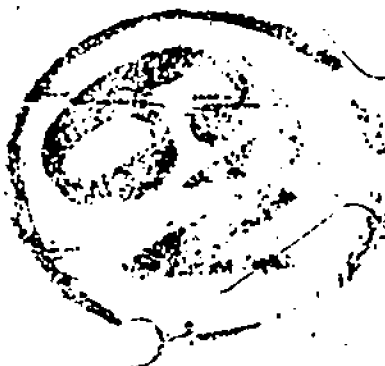
Douglas & Brown 59 Maiden Lane NY

PATENT SAFETY TEST

0656

Check ch. 3 for
100.00

James McHugh
Whitfield



0657

Present.

Marlin — Did McHugh have anything
to do with that?
{ — Thos J. Crumlin —
— Bell — — John Davidson —

Benj. Page will prove that he acknowledged the deed from Mrs. Batten to McHugh and immediately thereafter from McHugh to Mrs. Batten

W. Lee will prove that he acknowledged the second deed from McHugh to Mrs. Batten —

Alex. Fowler will prove that he saw McHugh sign the deed —

George Perry will prove the same —

Chas. Batten will prove that McHugh was only a journeyman Carpenter and was used to go on the bonds — That he never had one cent interest in the houses — That he was at all times poor — Never paid rent.

C.B. will also prove that he had to take McHugh from jail — that he had to buy clothes for the children &c.

That the houses belonged to Mrs. Batten until sold by her to Stephen Robert —

Also prove that he was present when McHugh signed the two deeds —

That McHugh also went on the bond for four large house in 120 St. & five on 4th Ave. but never laid claim to any but this one —

That he has attempted to blackmail and that his lawyer J. F. told him Batten that McHugh was penniless & only wanted

0658

a few dollars and that Batten was going to give him a little money rather than have trouble - Came down from \$5000. to \$500. to \$250 -

Chas Fenton - will show that he understood the whole transaction about the transfer and that McHugh is a worthless & poor scamp -

H. McGinnis - does -

C. White - will prove that he would not believe McHugh under oath - that he has been black mailed by McHugh & that he is a poor scamp -

C. Lamant - M. J. Daly. J. Gardner J. Matthews. J. Farrell J. Hagan - will not believe him under oath. All understood that Mrs B. owned the houses - they done work on the houses and looked upon McHugh as a journeyman Carpenter in the job -

Taylor & his wife will show that they understood the houses belonged to Mrs Batten - that McHugh has in a filthy manner, is a drunken brute & a murderer -

0659

James McHugh, Carpenter, has been working for me several years during which time he has not only received his pay in full for labor performed, but he has for about three years lived with his family rent free in buildings controlled by me -

About one year ago I conveyed to said McHugh five buildings on Fourth Avenue North east corner 121 Street for the purpose of him executing bonds &c. to the Mutual Life Ins. Co. and the same day McHugh re-conveyed said premises to me -

About this time McHugh was constantly in trouble and I had to use my influence on different occasions getting him released from prison - He was constantly drunk and I concluded to have no more to do with him -

About five months since or longer McHugh lived in an unfinished house on Fourth Avenue belonging to me and about that time the first floor in the adjoining house, a house fully completed, became vacant, and McHugh took forcible possession of that floor by entering through the window though he had repeatedly been warned not to

0660

do it -

After taking possession he commenced to annoy the other tenants in different ways - Drunk frequently, filthy at all times - Deliberately using the dumb-waiter for a water closet - Setting fire to green wood and letting the smoke go through the house -

He also, with another party, visited the tenants in the houses forbidding them paying rent to me and claimed to own the houses, thus attempting by false representations to obtain money which belonged to me -

The result was that the majority of the tenants vacated the premises -

Next he circulated a story to the effect that he had never signed any deed and that if any deed existed from him it was a forgery and that he had taken steps to have my clerk Mr. Leed and myself sent to prison - Frequently and to different parties did he repeat this malicious libel -

Again he has told the tenants that rather than vacate the premises he would set them a fire.

For several weeks lately he has

0661

endeavored to carry out a blackmailing scheme by threatening lawsuits of all sorts if a certain sum of money was not paid him by me - He has demanded \$500 - more or less and has employed a lawyer named John Flannagan to prosecute me -

I am not indebted to McHugh - McHugh did not own the 4th Avenue houses one minute -

He has been guilty of forcible entry to premises to which he has no claim - He has been guilty of malicious mischief in annoying the tenants, using the common dumbwaiter for filthy purposes - letting fire to green wood and letting the smoke go up through the houses and otherwise conducting himself as a nuisance -

He has been guilty of malicious libel by charging us with fraud and forgery and frequently making such charges and in the presence of several persons -

He has attempted to obtain money by false and fraudulent representations in going to the tenants and demanding from them the rent due me, claiming to be owner and threatening to dispossess all who refused to pay him the rent -

0662

He has threatened to burn the houses -
He has attempted to blackmail me -
and still continues such attempts -
CB

Dayton

also
in CB

Statement by Dayton

0663

My dear Mr. Bidsell -

In the assignment please fill in what
is required as I do not know
to whom to make it -

The amt I cannot pay before
next week -

Don't forget the interest also

Yours
O. Bayne

The mortgage of Lamin I leave to my wife
has not been on record

0664

Pay to
Jany
Cable M (Cable)

0665

OFFICE OF
CHARLES BAXTER, C. E.
ARCHITECT,
No. 2260 THIRD AVENUE.

Private

New York, 188

W. J. Bridgall Esq - A dastardly murder was committed in Harlem as you know - An Italian, hired by an Hallett shot poor old Orr - John Flanagan was attorney for Hallett. With the knowledge that he was committing a crime Flanagan got McHugh to go Hallett's bail for \$1000 - He came to \$8000 and ownership of my wife's two houses 4 Ave. 121 & 122 Dist. Number 2229 & 2231 - He never cured them - Tell District Atty at once to look at record in Register's office - If McHugh is not arrested & Hallett re-arrested this day Hallett will be gone - Fine pickles for John Flanagan who acknowledged McHugh to be wrong - He would to District Atty at once - McHugh has not even a chance to sit in -

Hastily, Yrs C. Baxter

P.S. The police can find McHugh at Flanagan's office after 12 & at 2231 Fourth Ave after 5 -

0666

New York April 27, 1883

Dear Sir,

I beg to be excused for
intruding on you in this
way to follow my counsel
your language to find him
my trial any more as he
has done it in the past
against me and after
leading me into it by his
advice which he will show
he gave the case when I was
tried when I met the counsel
in his office on the 22nd of March
I asked him if Mr. Barker
was there he said no and
he told me to wait for him
and that he would be with
me on the cars
and when the counsel

0667

Came out of his session
of the day he made me acquainted
with Thomas Hackett
who was a friend of mine at
the time and did not know
any more about it.
Councillor Selanigan and
Thomas Hackett and I
James M. Huggins came up
to gather on the Elevated
Car and when I found
Huggins was going off
the car at 12:30 the
councillor told me to call
him the next day at the
Harlem Police Court and
and that we would go
to gather and see me there
and find out what was
the matter to be disappointed
so often and when I met

The councillor of the
the next morning he
went to the clerk's desk
and got the Bond filled
for Thomas Hackett and
then walked over to me
and told me that he
wanted me to sign them
for Hackett's release. I
do saying that I did
not know how soon would
get settled in what was
due to me and that I had
more claim after
the council told me that
I had no differ that he
searched the files and that
it was all right and
asked me what I was going
to do. I would not have

0668

My counsellor advised
and said that she forgot
the date of which began
the case 59 Jan - 1880.
Trial by jury - 1880.
The case has gone every
against my will from the
commencement of the trial.
Begged of my counsellor on the
10 of April not to let
back any more and told
him that to have anything
more to do with my trial
as she was nearly receiving
and do not let me get home
to my young children
who were in need of
comfort depending on my
earnings. He said that
will not delay me in the
court. Truly,
James G. Gilling
Counsellor

0669

With Deed

PART 2.

THE COURT ROOM IS IN THE THIRD STORY AND FRONTING THE PARK.
If this Subpoena is disobeyed, an attachment will immediately issue.
Bring this Subpoena with you, and give it to the Officer at the Court-Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA

FOR A WITNESS TO ATTEND THE

Court of General Sessions of the Peace.

The People of the State of New York,

To

of No.

M. J. O'Connell
237 Broadway

GREETING :

WE COMMAND YOU, That, all business and excuses ceasing, you *appear* in your proper person, before the Court of General Sessions of the Peace, to be holden in and for the City and County of New York at the Sessions Building, in the Park of the said City, on the 28 day of May instant, at the hour of eleven in the forenoon of the same day, to testify the truth and give evidence in our behalf against

James McHugh
in a case of Felony whereof he stands indicted. And this you are not to omit, under the penalty of Two Hundred and Fifty Dollars.

Witness, Hon. FREDERICK SMYTH, Recorder, of our said City, at the City Hall, in our said City, the first Monday of May in the year of our Lord 1883

JOHN McKEON, District Attorney.

0670

PART 2.

THE COURT ROOM IS IN THE THIRD STORY AND FRONTING THE PARK.
If this Subpoena is disobeyed, an attachment will immediately issue.
Bring this Subpoena with you, and give it to the Officer at the Court-Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA

FOR A WITNESS TO ATTEND THE

Court of General Sessions of the Peace.

The People of the State of New York,

To

of No.

M. J. Bindrall
237 Broadway Street,

GREETING :

WE COMMAND YOU, That, all business and excuses ceasing, you *appear* in your proper person, before the Court of General Sessions of the Peace, to be holden in and for the City and County of New York, at the Sessions Building, in the Park of the said City, on the *17* day of *May* instant, at the hour of eleven in the forenoon of the same day, to testify the truth and give evidence in our behalf, against

James McHugh
in a case of Felony whereof *he* stands indicted. And this you are not to omit, under the penalty of Two Hundred and Fifty Dollars.

Witness, Hon. FREDERICK SMYTH, Recorder, of our said City, at the City Hall, in our said City, the first Monday of *May* in the year of our Lord 188 *3*.

JOHN McKEON, *District Attorney.*

0671

**POOR QUALITY
ORIGINAL
DOCUMENT(S)**

0672

PART I

THE COURT ROOM IS IN THE SECOND STORY AND FRONTING THE PARK.
If this Subpoena is disobeyed, an attachment will immediately issue.
Bring this Subpoena with you, and give it to the Officer at the Court-Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA

FOR A WITNESS TO ATTEND THE

Court of General Sessions of the Peace

The People of the State of New York,

To W. J. Birchall
of No. 237 Broadway Street

WE COMMAND YOU, That, all business and excuses ceasing
person, before the Court of General Sessions of the Peace, to be hold
and County of New York, at the Sessions Building, in the Park o
day of 14 May i.
in the forenoon of the same day, to testify the truth and give evidence

James McC
in a case of Felony whereof he stands indicted. And this you are not to
Two Hundred and Fifty Dollars.

Witness, Hon. FREDERICK SMYTH, Recorder, of our said
said City, the first Monday of May in the year of
JOHN M

0673

PART 2.

THE COURT ROOM IS IN THE THIRD STORY AND FRONTING THE PARK.
If this Subpoena is disobeyed, an attachment will immediately issue.
Bring this Subpoena with you, and give it to the Officer at the Court-Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA

FOR A WITNESS TO ATTEND THE

Court of General Sessions of the Peace.

The People of the State of New York,

To W. T. Birdsell

of No. _____ Street,

GREETING :

WE COMMAND YOU, That, all business and excuses ceasing, you *appear* in your proper person, before the Court of General Sessions of the Peace, to be holden in and for the City and County of New York, at the Sessions Building, in the Park of the said City, on the 15 day of May instant, at the hour of eleven in the forenoon of the same day, to testify the truth and give evidence in our behalf, against

James M. Hughes
in a case of Felony whereof he ~~stands~~ indicted. And this you are not to omit, under the penalty of Two Hundred and Fifty Dollars.

Witness, Hon, FREDERICK SMYTH, Recorder, of our said City, at the City Hall, in our said City, the first Monday of May in the year of our Lord 188 3

JOHN McKEON, *District Attorney.*

0674

17 Nov 10 10:10
PART I.

THE COURT ROOM IS IN THE SECOND STORY AND FRONTING THE PARK.
If this Subpoena is disobeyed, an attachment will immediately issue.
Bring this Subpoena with you, and give it to the Officer at the Court-Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPÆNA *Continued*
FOR A WITNESS TO ATTEND THE
Court of General Sessions of the Peace. *police*
The People of the State of New York, *Council*
Judge Morgan
of No. _____ Street,

GREETING :
WE COMMAND YOU, That, all business and excuses ceasing, you *appear* in your proper person, before the Court of General Sessions of the Peace, to be holden in and for the City and County of New York, at the Sessions Building, in the Park of the said City, on the day of *May* instant, at the hour of eleven in the forenoon of the same day, to testify the truth and give evidence in our behalf, against

James M. Flynn
in a case of Felony whereof *he* stands indicted. And this you are not to omit, under the penalty of Two Hundred and Fifty Dollars.

Witness, Hon. FREDERICK SMYTH, Recorder; of our said City, at the City Hall, in our said City, the first Monday of *May* in the year of our Lord 188*7*.
JOHN McKEON, District Attorney.

He wanted me to sign a
 Thomas Hunt and then I told him
 a saying that I did not know how
 how soon I would get settled and
 that I lived no more than 50 yrs.
 The Coroner said that I did not
 know that and I answered that I did
 and that I was all right and
 I told him that I was not a doctor
 I would not sign and I said
 advised and he said I forced me
 to sign the bill once for Thomas
 Hunt which he said was for the
 same man, February from my 4
 September 1811 when we were separating
 one due for that day.

I hope your honor will see a strong
connection between Blawie's to put Barker
trial any more as he has done so now
16 times against my will and I have
discharged him on the 10 of April and
told him that I have any more
to do with my trial and he has
himself most disgraceful to the
profession he has received money
from me in the contempt of
false pretence and now he has built

back my trial 10 times since the
10 of April and will not let it
go on as fast as it

four hours. Her father told her to
 plead guilty and that he would give
 one good character that would
 clear her and send her away
 to one thing more pleased guilty
 that himself and chief attorney
 would have it fixed all right
 which I believe the daughter
 was one of the assistant district
 attorney.

your name as that was an easy way to pay the 1000 rs and get clear of the very anxious debt. Show the money clear before the court and proceed along with it.

The ... with ...
 for ...
 ...
 Honorable ...
 in the ...
 ...
 ...

James Sullivan
Salem May 1848
Salem for trial 20 days

0676

0677

City and
County of New York ~~Jan 25th 1883~~

Chas Baxter of the City of New York being duly sworn says that one James M^c. Hugh, who was accepted as bail for one Hackett in the Harlem Police Court on the twenty third of January on the representation that he owned the premises Nos 2229 & 2231, Fourth Ave and had an equity of about Eight Thousand Dollars (more or less) in said premises, did not own said premises at that time, that said premises did at the time belong to Emma F. Baxter the wife of deponent and has been the property of said Emma F. Baxter at least six months previous to this date.

Charles Baxter

Sworn to before me
this 26th day of January 1883

William Feed

Commissioner of Deeds

0678

City & County
of New York }

W. William Teed, Commissioner
of Deeds of the City and County of New York
being duly sworn, says that on or about
the first of August 1882. he took an
acknowledgment of a Deed from James McHugh
to Emma F. Baxter of property number
2229 and 2231, 4th Avenue.

William Teed.

Sworn to before me this 24th day of
January 1883

Thos. Crawford (54)
Notary Public
N. Y. Co.

W. Teed

2260, 3rd Ave.

0679

City and County
of New York

Charles Baxter of no 2260 Third Avenue
being duly sworn says that the premises
no 2231 Fourth Avenue in the City ^{and}
County of New York ^{was} the property
of Emma F. Baxter, ^{deceased} wife and has been
for ^{months} the set last past and that
James Mc Hugh has ^{had} no interest
in said property in said time or
at present. Deponent further says that
his wife sold said property to Stephen
Roberts January 27. 1883

Sworn to before me, Chas Baxter
this 5th day of Feby 1883

A. H. Morgan Police Justice

City and County of {
New York } ss

William Teed of no 2260 Third Ave
now a Commissioner of Deeds of the
City of New York being duly sworn
says that on or about the First
day of August 1882 he took an
acknowledgment of a Deed from
James Mc Hugh to Emma F. Baxter
of property number 2229 ^{and} 2231 Fourth Ave.
in the City of New York

William Teed

Sworn to before me this

5th day of February 1883

A. H. Morgan
Police Justice

0680

City and County
of New York

Philip H. Smith of the 12th Precinct Police
being duly sworn says that on the 23^d
day of January 1883 in the City and
County of New York Thomas Hackett
was arrested for the crime of Felonious
Assault and Battery and held for
examination in default of \$1000 —
bail before Banksen T. Morgan Esquire
one of the police justices of the said City
and on the 23^d day of January 1883 said
justice having jurisdiction in said
matter and full power and authority
to take bail for said offence and for
the appearance for examination at the
5th District Police Court of said Thomas
Hackett and power and authority to
administer oaths and to examine persons
offered as surety and one James Mc
Hugh was produced and offered
as surety for said Thomas Hackett
and was by said justice Morgan
duly and legally sworn to tell the
truth as to the property owned by him
and his qualifications to become
surety for said Thomas Hackett this
inquiry being material to enable
said justice to determine whether

0681

He said Mc Hugh was possessed of sufficient property to become surety for the appearance of said Hackett on February 14, 1883 at the 5th District Police Court to answer said charge.

That said James Mc Hugh did then and there as deponent is informed and believes to be true and therefore charges, falsely, wilfully and corruptly depose and swear that he owned a house and lot of land no 2231 Fourth Avenue in said City of the value of \$12,000.⁰⁰ with mortgage on the same for \$8,000.⁰⁰ otherwise free whereas in truth and fact the said property was owned by Emma F Baxter at least six months previous to said date ^{viz} January 23, 1883.

Deponent charges ^{that} said James Mc Hugh did then and there wilfully and corruptly swear falsely and commit wilful and corrupt perjury.

That the complaint in which Thomas Hackett was held for examination and the bail bond signed by said ~~James Mc Hugh~~ and Thomas Hackett and said James Mc Hugh as surety with the

0682

affidavit of said McHugh before
said Morgan is hereto annexed
and made part of this Complaint

Philip H. Smith

Seen to before me

This 5th day of February 1883

R. L. Morgan Police Justice

0683

Sec. 192.

514

District Police Court

Undertaking to appear during the Examination.

CITY AND COUNTY
OF NEW YORK, } ss.

An information having been laid before Banks T Morgan a Police Justice
of the City of New York, charging Thomas Hackett Defendant with
the offence of Felony Assault on Henry Orr

and he having been brought before said Justice for an examination of said charge, and it having been made to
appear to the satisfaction of said Justice that said examination should be adjourned to some other day, and the hear-
ing thereof having been adjourned,

We, Thomas Hackett Defendant of No. 420 E
115th Street; by occupation a Mason
and James Mc Hugh of No. 2231 Fourth Ave
Street, by occupation a Carpenter Surety, hereby jointly and severally undertake that
the above named Thomas Hackett Defendant
shall personally appear before the said Justice at the Fifth District Police Court in the City of New York,
during the said examination, or that we will pay to the People of the State of New York the sum of ten
Hundred Dollars.

Taken and acknowledged before me, this 23
day of January 1883
B. T. Morgan POLICE JUSTICE.

Thomas Hackett
James Mc Hugh

0684

CITY AND COUNTY }
OF NEW YORK, } ss.

day of Jan 1883
Wm. Marshall Police Justice.

Sworn to before me, this 23

James Mc Hugh
the within named Bail and Surety being duly sworn, says, that he is a resident and free
holder within the said County and State, and is worth Twenty Hundred Dollars,
exclusive of property exempt from execution, and over and above the amount of all his debts and
liabilities, and that his property consists of a house and lot of land
situated at no 2231 Fourth Avenue
and is of the value of Twelve thousand
dollars (incumbrance only \$8,000)

James Mc Hugh

5th District Police Court.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Undertaking to appear
during the Examination.

Thomas Backell

vs.

Taken the 23 day of Jan 1883

W. T. M. Justice.

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Sec. 192.

5- District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY }
OF NEW YORK, } ss.

An Information having been laid before Senny Murray a Police Justice
of the City of New York, charging James McHugh Defendant with
the offence of Perjury

and he having been brought before said Justice for an examination of said charge, and it having been made to
appear to the satisfaction of said Justice that said examination should be adjourned to some other day, and the hear-
ing thereof having been adjourned,

We, James McHugh Defendant of No. 2231
144th Avenue Street; by occupation a carpenter
and Thomas Hackett of No. 420 East 113 St
Street, by occupation a Mason Surety, hereby jointly and severally undertake that
the above named James McHugh Defendant
shall personally appear before the said Justice at the 5- District Police Court in the City of New York,
during the said examination, or that we will pay to the People of the State of New York the sum of Ten
Hundred Dollars.

Taken and acknowledged before me, this 10
day of February 1888.

Police Justice

0686

CITY AND COUNTY } ss.
OF NEW YORK.

day of *Feb*
1883
Police Justice

Sworn to before me, this

10

the within named Bail and Surety being duly sworn, says, that he is a resident and *free*
holder within the said County and State, and is worth *fifty* Hundred Dollars,
exclusive of property exempt from execution, and over and above the amount of all his debts and
liabilities, and that his property consists of *a house and lot*

of land situated at 107 1/2 East
113th Street as is of the value of
Ten thousand dollars (incumbrance
only four thousand dollars)

Thomas Hackett

5 District Police Court.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Undertaking to appear
during the Examination.

vs.

James McHugh

Taken the *10* day of *Feb* 1883

H Murray Justice.

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H. Austlos & Co., Stationers, 23 Nassau St., N. Y.

Supreme Court.

City and County of New York.

THE MUTUAL LIFE INSURANCE COMPANY OF
NEW YORK, Plaintiffs,

against

James M. Hugh
Emma F. Baxter
Charles Baxter
John Davidson
Benjamin Richardson
Theodore T. Miller
Charles D. Lamarche, Selah D. Seaman
Gouverneur M. Rainey
John Daley
Defendants

Place of trial City and County
of New York.

Summons.

To the above named Defendant

You are hereby Summoned to answer the complaint in this action, and to serve a copy of your answer on the Plaintiffs' Attorney within twenty days after the service of this summons, exclusive of the day of service, and in case of your failure to appear, or answer, Judgment will be taken against you by default, for the relief demanded in the complaint.

Dated *January 5th* 1883

H. Palmer Plaintiffs' Attorney.

Office and Post-office Address,

No. 146 BROADWAY,

New York City, New York.

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the contents thereof, that the same is true of his own knowledge, except as to the matters which are therein stated to be alleged on information and belief, and as to those matters that he believes it to be true.

Sworn to before me, this 6th day of January 1883 } Robt. A. Grannis
Charles P. Bull

Notary Public in New York City.

Supreme Court,
County of New York.
The Mutual Life Insurance Com-
pany of New York,
against
James M. Hugh.
and others

Summons and Complaint.

O. H. PALMER,
Plaintiffs' Attorney,
146 Broadway,
New York.

To James M. Hugh

James M. Hugh
146 Broadway
New York

✓

0689

Supreme Court,
City and County of New York.

H. Austice & Co., Stationers, 23 Nassau Street, N. Y.

The Mutual Life Insurance Company of New York,
against

Plaintiffs,

James M. Hugh
Emma F. Baxter
Charles Baxter
John Davidson
Benjamin Richardson
Theodore S. Miller
Charles D. Lamarche,
Elah D. Seaman
Governneur M. Rainey
John Daley

Complaint.

Defendants.

The Complaint of the above named plaintiffs, The Mutual Life Insurance Company of New York, ^{showing to this Court that the said plaintiffs are} a Corporation created under and by virtue of an Act of the Legislature of the State of New York, entitled "An Act to Incorporate The Mutual Life Insurance Company of New York," passed April 12th. 1842, ~~respectfully sheweth to this Court~~ that the defendant

James M. Hugh

being indebted to these plaintiffs,

2. in the sum of Eight thousand dollars, for the purpose of securing the payment of the same, with interest thereon, did, on the twelfth day of March one thousand eight hundred and eighty two execute and deliver to these plaintiffs, a bond sealed with his seal, whereby he bound himself, his heirs, executors, and administrators, in the penalty of Sixteen thousand dollars, upon condition that the same should be void if the said James M. Hugh

his heirs, executors, or administrators, should pay to these plaintiffs, their successors, legal representatives, or assigns, the said sum of money first above mentioned, on the first day of September in the year one thousand eight hundred and eighty three with interest thereon, at the rate of six per cent. per annum, payable half-yearly, on the first days of every March and September

And in case the said interest should at any time be in arrear and unpaid for the term of thirty days after the same should become due and payable he or they should forthwith, and without any notice

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or demand, pay the said principal sum, if these plaintiffs elect to receive the same, together with the interest that should have accrued thereon.

4. And as collateral security for the payment of the said indebtedness, the said defendant *James M. Hugh* did, on the same day, execute, deliver to these plaintiffs, a mortgage whereby he granted, bargained, and sold to these plaintiffs, their successors, legal representatives, and assigns, the premises hereinafter described, with a proviso in substance the same as the condition of the said bond.

And these plaintiffs further show that in and by the said mortgage, it was mutually covenanted and agreed by and between the parties thereto, that if default should be made in payment of the principal sum mentioned in the condition of the said bond, or of the interest which should accrue thereon, or of any part of either, at the respective times therein specified for the payment thereof, that these plaintiffs should have the right forthwith after any such default to enter upon and take possession of the said mortgaged premises, and to let the same and receive the rents, issues, and profits thereof, and to apply the same, after payment of all necessary charges and expenses on account of the amount secured by the said bond and said mortgage; and that these plaintiffs should be at liberty, immediately after any such default, upon a complaint filed or any other proper legal proceedings being commenced for the foreclosure of the said mortgage, to apply for and be entitled as a matter of right to the appointment, by any competent Court or Tribunal, of a Receiver of the rents and profits of the said premises, with power to lease said premises, or such part thereof as may not then be under lease, and with such other powers as should be deemed necessary; and that such Receiver, after deducting all proper charges attending the execution of said trust as Receiver, should apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured by said mortgage, or to any deficiency which may exist, after applying the proceeds of the sale of said premises to the payment of the amount due, including interest and the costs of foreclosure and sale.

without consideration of the value of the mortgaged premises as security for the amounts due to these plaintiffs, or of the solvency of any person or persons bonded for the payment of such amounts.

And these plaintiffs further show, that in and by the said mortgage it was covenanted and agreed by and between the parties thereto, that the party of the first part thereto should, until the payment of the whole principal and interest moneys secured by the said mortgage, keep the building then erected, or which might thereafter be erected on the said premises, insured to its fair insurable value against loss by fire, in some solvent incorporated insurance company or companies, to be approved of by these plaintiffs, and assign any policy of insurance therefor to these plaintiffs, as a further and collateral security for the payment of said moneys; and in case the said party of the first part should omit to insure or keep said buildings so insured, and the policy or policies of insurance assigned as aforesaid, that then and in that case it should and might be optional for these plaintiffs to insure the same for the purposes aforesaid against loss by fire in their own name or otherwise, in such incorporated insurance company or companies, and for such amount, as they might see fit; and any premiums paid by these plaintiffs for such insurance, together with interest thereon, should be a lien upon the said premises, and be secured by the said bond and by the said mortgage.

10. And these plaintiffs further show, that the said mortgage was duly recorded in the office of the Register of the City and County of New York in Liber No. 1636 of Mortgages, page 428 on the seventh day of March one thousand eight hundred and eighty two.

The premises hereinbefore mentioned and referred to are described in the said mortgage as follows:

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11. All that certain lot, piece, or parcel of land, situate in the City of New York aforesaid and bounded and described, as follows: Beginning at a point in the Easterly line of Fourth Avenue, distant sixty feet, eleven inches, Northerly from the Northeastly corner of Fourth Avenue and One hundred and twenty first Street; running thence Eastwardly, parallel with One hundred and twenty first Street and part of the way through the centre of a party wall, seventy five feet; thence Northwardly parallel with Fourth Avenue, twenty feet; thence Westwardly, parallel with One hundred and twenty first Street, and part of the way through the centre of a party wall, seventy five feet to the Easterly line of the Fourth Avenue; and thence Southwardly along the Easterly line of the Fourth Avenue, twenty feet to the point or place of beginning.

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12. And these plaintiffs further show that the defendants have failed to comply with the conditions of the said bond and mortgage,

by omitting to pay

the sum of Two hundred and twenty six $\frac{37}{100}$

Dollars,

interest which became due on the first

day of September one thousand eight hundred and eighty two

and there is now

justly due to these plaintiffs, upon the said bond and mortgage, the sum of Seven thousand seven hundred and fifty dollars of principal and interest on the same from March tenth eighteen hundred and eighty two, and two hundred and fifty dollars of principal, and interest on that sum

13. from the nineteenth day of April

one thousand eight hundred and

And these plaintiffs further show that no proceedings have been had at law, or otherwise, for the recovery of the said sum secured by said bond and mortgage, or any part thereof, and that the defendants have, or claim to have, some interest in, or lien upon, the said mortgaged premises, or some part thereof, which interest or lien, if any, has accrued subsequently or is subject to the lien of the said mortgage.

14. These plaintiffs therefore demand that the defendants, and each and every of them, and all persons claiming under them or any of them, subsequent to the commencement of this action or the filing of the notice of the pendency thereof, may be barred and foreclosed of all right, claim, lien, and equity of redemption in the said mortgaged premises or any part thereof; that the said premises may be decreed to be sold according to law; that out of the proceeds of such sale, so far as the amount of such proceeds properly applicable thereto will pay the same, these plaintiffs may be paid (1) the costs and expenses of this action, with interest thereon to the time of such payment; (2) the amount due on the said bond and mortgage, with interest thereon to the time of such payment, together with (3) any sum which has been paid, or which may hereafter be paid, by these plaintiffs for insuring from loss or damage by fire the buildings on the said mortgaged premises up to the time of the completion of the purchase thereof by the purchaser at any sale had under any decree in this action, with interest thereon to the time of such payment; that the defendants James M. Hugh

may be adjudged to pay any deficiency which may remain after applying all of such proceeds to such payments as aforesaid, and that these plaintiffs may have such other or further relief, or both, in the premises as shall be just and equitable.

New York, January 5th 1883

W. H. Tamm

Plaintiffs' Attorney.

State of New York, } ss.
City and County of New York.

Brooklyn

of the City of New York, being duly sworn, deposes and saith, that he is the 2^d Vice President of The Mutual Life Insurance Company of New York, the above named plaintiffs, and is familiar with the affairs of the said plaintiffs, that he has read the foregoing complaint, and knows

17.

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the contents thereof, that the same is true of his own knowledge, except as to the matters which are therein stated to be alleged on information and belief, and as to those matters that he believes it to be true.

Sworn to before me, this 6th day of January 1883 } Robt. A. Grammes
Charles P. Bull

Notary Public in New York City.

Supreme Court,
City and County of New York.
The Mutual Life Insurance Com-
pany of New York,

against
James M. McHugh,
and others.

Summons and Complaint.

O. H. PALMER,
Plaintiffs' Attorney,
146 Broadway,
New York.

To
James McHugh

James M. McHugh
Jan 7 1883

0694

Sec. 151.

Police Court 5th District.

CITY AND COUNTY } ss In the name of the People of the State of New York; To the Sheriff of the County
OF NEW YORK, } of New York, or to any Marshal or Policeman of the City of New York. GREETING:

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police
Justices for the City of New York, by Philip H. Smith
of the 12th Precinct Police Street, that on the 23rd day of January
1883 at the City of New York, in the County of New York,

against JAMES Mc HUGH who did then and
there wilfully and corruptly swear falsely
and commit wilful and corrupt perjury
viz that he owned a house and lot at
223 1 Fourth Avenue in said City

Wherefore, the said Complainant has prayed that the said Defendant may be apprehended and bound to
answer the said complaint.

These are, Therefore, in the name of the PEOPLE of the State of New York, to command you the said
Sheriff, Marshals and Policemen, and each and every of you, to apprehend the said Defendant and bring him
forthwith before me, at the 5th DISTRICT POLICE COURT, in the said City, or in case of my absence
or inability to act, before the nearest or most accessible Police Justice in this City, to answer the said charge, and to
be dealt with according to law.

Dated at the City of New York, this 5th day of February 1883

A. H. Morgan POLICE JUSTICE.

POLICE COURT. DISTRICT.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Warrant-General.

Dated 188

Magistrate

Philip H. Smith Officer.

The Defendant

taken, and brought before the Magistrate, to answer
the within charge, pursuant to the command con-
tained in this Warrant.

Officer.

Dated 188

This Warrant may be executed on Sunday or at
night.

Police Justice.

REMARKS.

Time of Arrest, Feb 10th 1883

James McHugh

Native of Ireland

Age, 43 years

Sex male

Complexion, dark

Color White

Profession, Carpenter

Married No

Single, Yes

Read, Yes

Write, Yes

0695

Mr. Birdsall offered in evidence the ~~instrument~~ deed executed by James McHugh dated 11th of July 1882 to Emma F. Baxter and acknowledged before William Tees, Commissioner of Deeds and recorded in the office of the Register of the City and County of New York, in Liber 1681 page 445 of Conveyances on the 13th of November 1882 at 1. P.M.

Counsel for the defence objected to the introduction of this deed in evidence on the ground that there is no evidence here that the deed was ever signed by McHugh.

Objection overruled

Exception taken

(Deed put in evidence and marked "Plaintiffs Exhibit A" for identification.)

Charles Baxter, on behalf of the prosecution being duly sworn testified as follows;

(1)

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Direct Examination by Mr. Birdsall

- Q. Where do you reside?
A. At No. 324 East 125th Street.
Q. You are the husband of Emma
F. Baxter, the person named as the
grantee in this deed? (Plffs Exhibit A for
identification)
A. Yes sir.
Q. Do you know the premises No. 2231
4th Avenue?
A. Yes sir.
Q. Are the premises No. 2231- 4th
Avenue covered by that deed?
A. Yes sir.
Q. Has Mr. Baxter continued down
that property from the time of the ex-
ecution of this deed down to the present
time?

Mr. Flanagan objected to the question
on the ground that there is a better
way to prove it. & Mr. Baxter would
be the witness by which to prove it.

Objection overruled
Exception taken.
(2)

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11 Show the time of the execution of the deed until the 28th of January 1883. She comes it; on that day I sold it for her.

Q Mr. Baxter has practically for the past 10 years ~~has~~ been engaged in the speculating ^{building} business?

✓ Objected to as immaterial

Objection overruled

Exception Taken

A She has.

Q What has had charge of her business?

A. I have, under her power of Attorney.

Q Has she done any kind of business except through you?

A No sir, except signing papers.

"By the Court" Q. Was that in your presence?

A. Yes sir.

By Mr. Birdsall (Continued)

2. How long have you known the prisoner?

(3)

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Q About 8 or 10 years.

Q During that period what has been his employment?

A. Objected to as immaterial.

Objection overruled.

Exception taken.

A He was a Journeyman Carpenter for me.

Q Have you known of his circumstances?

A Yes Sir.

Q Do you remember when that deed was executed?

A About 18 months ago by Benjamin Page.

Q Was that deed ever delivered to Mr. McHugh?

A. Objected to on the ground that it is on record & must be shown by the record.

A. Answer. Objection sustained

Q Who executed that deed?

A. My wife and myself.

Q Did any consideration of any kind ever

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pass for the making of that deed to
McHugh.

✓ Objected to as immaterial

Objection overruled.
Exception taken.

A No sir

Q What had been W. McHugh's pecuniary
standing during the time you knew
him?

A Poverty.

Q Has he ever been a person of any means
whatever?

A No sir, not that I know of.

Q State how the title to this property came
to be in him temporarily?

A Because as a general thing we buy to
him to go heavy bonds and it has been
the custom of all of us to get someone
who was not worth a penny to go the
bonds, to execute the bond & mortgage, &
take the title to the property and after
that we immediately had the property
transferred to us.

Q And this deed was placed as I under-
stand by you, temporarily in McHugh's hands
(5)

0700

pass for the making of that deed to
McHugh.

✓ Objected to as immaterial

Objection overruled.
Exception taken.

Q No sir

Q What had been W. McHugh's pecuniary
standing during the time you knew
him?

A Poverty.

Q Has he ever been a person of any means
whatever?

A No sir, not that I know of.

Q State how the title to this property came
to be in him temporarily?

A Because as a general thing when buyers
have to go heavy bonds and it has been
the custom of all of us to get someone
who was not worth a penny to go the
bonds, to execute the bond & mortgage, &
take the title to the property and after
that we immediately had the property
transferred to us.

Q And this deed was placed as I under-
stand by you, temporarily in McHugh's hands
(5)

0701

11-
in Mr. Hughes name for the purpose of
having him sign a bond in return for
a permanent loan (that you procured from
some Insurance Company)?

✓ Objected to as leading and improper

Objection overruled.

✓
Exception taken

A. Yes sir.

Q And did you procure that loan from
the Insurance Company?

A. Yes sir.

Q And the property was then conveyed
back to the original owner - the real
owner?

A. Yes sir.

Q Have you used Mr. McHugh before for
a purpose of this kind, in relation to
other pieces of property?

(6) Objected to as immaterial
Objection sustained.

0702

Q Was Mr. McKnight at any time ~~was~~
within the last ten years, been a person
of any material responsibility at all?
A No sir; not to my knowledge.

Cross-Examination by Mr. Flanagan

Q When did you say this property was
sold by Mrs. Boster for the last time?

A I think the 29th of January 1883, to
Steve Roberts.

Q Was it ever told to any person by the name
of Martin?

A The deed was drawn, ready to be de-
livered but it fell through and the
deed was returned to me and I
destroyed it.

Q Was the property sold to Mr. Martin?

A No consideration had been given by him,
and the contract was broken.

Q Did you ever tell any person that Mr.
Martin was the owner?

A I don't recollect that I did; I may
have said he would be the owner &
that I had executed a deed to him.

Q Who was it signed the deed whereby
(7)

0703

this property was to be transferred to, Mr. Martin?

Q. My wife and myself.

Q. When was that?

A. Two deeds were signed then - I have not looked at it for a long time. I don't know when it was. - It is over a year ago.

Q. Did Mr. Hugh ever at your request transfer a piece of property to Thomas J. Crombie?

A. Yes sir.

Q. And to a man named John Bell?

A. Yes sir.

Q. When was that?

A. It was before this deed here was signed & before the old one was put on record - that is the reason we asked him to sign the (2) two deeds.

Q. When was it that he sold the property to Bell & Crombie?

Objected to as presuming that he did sell the property.

(Question withdrawn)

Q. When did Mr. McHugh execute the (8)

0704

deeds to Crombie & Bell?

A To the best of my recollection it was -
(interrupted)

Q Was it before or after this deed here,
which purports to be signed by Mr. Hugh,
was executed?

A Before that.

Q Were those two identical houses, which were
sold to Bell & Crombie, included in this
deed?

A Yes sir.

Q Do you know the numbers of the houses con-
veyed to Bell & Crombie?

A They ought to be No. 2225 & 2227.

Q Explain to the Court how it is, that it was
necessary to include in this deed, houses
which had already been sold to Bell &
Crombie?

A I think they were conveyed afterwards -
after this deed was made, the very day
the corner house was sold.

Q If these houses ~~were~~^{so} conveyed to Crombie
& Bell, had been already ~~sold~~ conveyed,
by your wife, why didn't your wife sign
the deed instead of Mr. Hugh?

A Because the moment my wife signed the
(9)

0705

deed to him, not two minutes elapsed and we left it to Mr. Davidson who put it on record.

Q Were you present when that description was filled in that deed?

A Yes sir, it was filled out in Mr. Davidson's office No 237 Broadway, on the 11th of July.

Q Do you recollect any time since the 11th of July, requesting Mr. McHugh to convey these particular houses - these two particular houses - to your wife?

A No sir, I had no such conversation with him.

Q Did you request your clerk to ask him to sign a deed?

A No sir.

Q Didn't you tell him, since the 11th of July that you didn't want him to sign any more deeds, because you had everything fixed?

A No sir.

Q Did you tell him that in the month of November?

A No sir, I didn't.

Q Did Mr. McHugh execute mortgages for this property?

A No sir Yes sir.

(10)

0706

2. What was the amount of each ~~month~~ ^{month} pay?
A. About \$9500.

2. Did you make any arrangement or agreement made with him by which he was to receive so much per day from you?

A. Yes, for every day he worked & not otherwise.

2. When did you make an agreement with him?

A. It might have been 10 years ago - it was for the usual Carpenters wages.

2. Did you since the 1st of January 1882 make any arrangement with him by which you were to pay him $3\frac{1}{4}$ dollars a day?

A. Yes sir, it was a verbal agreement. I don't know when it was - he got the regular market value for his labor and there was no specific agreement. I couldn't say when.

2. Did you on the 1st of May 1882 or about that time make an agreement to pay him $3\frac{1}{4}$ a day until the first of May 1883?

A. No sir, never.

2. Did he take contract work from you?

A. Yes sir, one

2. Why was it that you put the deed
(11)

0707

of this property in Mr. Hugh's name?

A. For the purpose of having him go on the bonds.

Q Was it not because you were in debt to other parties at the time & you couldn't hold the property?

A. No sir.

Q In whose name was the property insured, in your name, Mr. Hugh or your wife's name?

A I can't say, sir. I don't know who took out the insurance.

Q Did Mr. McHugh at any time request you to settle with him. Some claim he had against you?

A Yes, he did.

Q Did you promise to settle with him?

A The first time the claim was made I promised to send him up. I never appointed any day for such a purpose. I appointed a day to meet you about it. I didn't know what the settlement was for.

Re-Direct Examination by Mr. Birdsell

Q What did Mr. McHugh have to do with this
(12)

0708

- transaction with Mr. Martin?
- A Nothing, I don't think he ever saw him.
- Q He executed the deed of that property to Martin & you told him to sign it?
- A Mrs. Baxter executed that deed.
- Q What did Mr. Hugh have to do with the Crombie transaction?
- A He signed the deed at my request.
- Q Who contracted to sell it?
- A I did, he didn't know anything about the transaction.
- Q Who made the transaction?
- A Davidson myself.
- Q What did Mr. Hugh have to do with the transaction with Bell?
- A Just sign the deed which was prepared by Davidson.
- Q You have mentioned Mr. Davidson's name on two or three occasions - what relation does he occupy towards you?
- A He is my advising lawyer in all real estate transactions.
- Q Where you present when this deed was executed?
- A Yes, when Mr. Hugh signed it, his back was towards me.

0709

2. Was it filled out then as it is now?
A. Just as it is now.

Re-Cross Examination by Mr. Flanagan

2. In whose handwriting are these words in the deed "11th of July 1882"?
- A. I can't recognize them.
2. Explain to the Court why it is that these obliterations occur?
- A. Because the Notary put Emma Boxter in instead of Mr. Hugh.
2. Why didn't the same party who wrote the body of it write the date?
- A. Because we didn't know when it was to be executed.
2. Don't you know, as a matter of fact, that if James McHugh signed that paper, there was not a word written upon it except the date?
- A. John Davidson would never draw a deed that had been signed in blank; it was filled up and dated before it was signed.
2. How many liens were against the property at the time you conveyed it to Mr. McHugh?
- (14)

0710

A I don't know whether there was
any.

Q Were there any at all?

A. I don't think there was. Chas. Bayler
Sworn before me this }
17th day of February 1883 }

Police Justice

William Teed, a witness for the prosecution
being duly sworn testified as follows.

Direct Examination by W. Birdsall.

Q Where do you reside?

A. At 154 East 116th Street.

Q Were you the officer before whom this
deed was executed? (P. Exhibit A)

A.

W. Flanagan objected to question as ~~asked~~
assuming that he was an officer.

✓
Objection overruled
Exception taken.
(45)

0711

Q Yes sir.

Q Is that your signature on the bottom of the deed as Confirming of Deeds?

A Yes sir.

Q State what transpired in your presence at the time you took that acknowledgment?

A I don't know of anything more than that I handed the deed to ~~see~~ Hugh D sign his name to it. He signed it and I signed it & I swore him to it ~~either~~ or acknowledged it - I asked him the usual questions.

Q Did he sign it in your presence?

A Yes sir.

Q Who filled out the unds "11th of July"?

A I did.

Cross-Examination by Mr. Flanagan

Q In whose handwriting is that acknowledgment?

A In mine.

Q You are Mr. Boxter's Clerk?

A Yes sir.

Q Do you know where Boxter?

A Yes sir.

0712

- Q Explain how you came to write on an erasure the names of James McHugh?
- A When Mr. Baxter handed me the deed he told me to send for McHugh to sign the deed. I had just previously acknowledged a deed for him & by mistake I put down Mr. Baxter's name I think; I changed it immediately. When he came back I had it in this name.
- Q Did you ask James McHugh to sign a deed in the month of July, last?
- A I don't recollect what date it was - I have asked him to sign several.
- Q After the deed had been signed to the Bell & Combie properties, did you ask him to sign another deed?
- A Yes, that deed (P. Exhibit "A")
- Q Did he ask you to read a description of it after you asked him to sign it?
- A I don't recollect.
- Q Did he tell you then he wouldn't sign any deed until Mr. Baxter settled with him?
- A No sir.
- Q On words to that effect?
- A He said he wouldn't sign any more deeds

(17)

0713

and then he turned around and did sign it - not this deed; it was either the deed to Crombie or Bell - at the time he signed this deed here, he made no such remark.

Q Don't you know that from that day on, all of you never signed any deed to Bell or also Baxter?

A I know he did.

Q Give us the date of the month in which he signed the deed of Mrs Baxter?

A There it is.

Q What date is that?

A I don't know, my acknowledgments will tell you.

Q Well look at it and state whether it was on that date?

A Yes sir.

Q Was the body of that deed filled out at the time you took the acknowledgments?

A I believe so - nothing has been added that I can see.

Q Did you ever ask him to sign any blank deeds?

A No sir.

Q Will you swear you did not?

(18)

0714

Q I don't think I ever did anything like that in my life.

Q Why was this deed not recorded from the 11th of July to the 30th of November, if it was executed on that day - do you know when it was recorded?

A. I don't know.

Q Did you have any conversation with Mr. Baxter in relation to it?

✓ Mr. Birdsell objected to the question as being incompetent.

Objection Sustained

Exception taken

Q Do you recollect the time the property was conveyed to Mr. Hugh?

A No sir, I was not in Mr. Baxter's employ at that time, I know nothing about it.

By Mr. Birdsell - Re-direct examination.

Q At the time this deed was executed, did Mr. McHugh read it before it was signed by
(19)

0715

him?
A. Yes sir.

Re-Cross-Examination by Mr. Mangum

Q Didn't you say that you read the deed to Mr. McKay?

A I didn't say so, I said I handed it to him.

Q Did he ask you to read it to him?

A I don't recollect that he did.

Sworn to before me this }
17 day of February 1883 } William Feed
Police Justice.

Mr. Birdsell rested his case with the understanding that he reserved the right to offer Evidence in rebuttal.

Adjourned to Wednesday Feb 24/83 at 10 A.M.

The above is a correct copy of Evidence in the above Examination.

W. Feb 20/83.

(20)

James A. Lyon

Stenographer

0716

Court.

vs.

TESTIMONY.

Before Hon.

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JAMES A. LYON,
Stenographer and Law Reporter,

Temple Court,

Rooms 121 & 122. 5 & 7 BEEKMAN ST.

NEW YORK.

—Telephone No. 815 Law—

0717

1st Dist Police Court.

The People on Complaint of
Philip W. Smith

agst.

James M. Hays

BEFORE HON.

B. J. Morgan

Justice

February 17th 1883.

STENOGRAPHER'S MINUTES.

INDEX.

Appearances
For the Prosecution - R. D. Ex.
- " - Defense - R. C. Ex.

WITNESSES	Direct Ex.	Cross Ex.	R. D. Ex.	R. C. Ex.
Charles Baxter	1,	7,	12,	14,
William Reed	15,	16,	19,	20.

JAMES A. LYON,

Stenographer and Law Reporter,

TEMPLE COURT, 5 & 7 BECKMAN ST.
New York.

Rooms 121 & 122.

0718

NOV 13 1882

1-57
4th Ave & 121st St
James McHugh

— To —
586

Emma J. Baxter

85
— Dated, — July 11th — 1882. —

DEED.

RIP 11

Charles Parker Esq
324 East 125th Street
New York City

J. & R. DAVIDSON,

Counsellors at Law,

235 BROADWAY, NEW YORK.

12

Ply's Exch. a for 1200.

This Indenture,

made the Eleventh day of

July - in the year one thousand eight hundred and eighty two, Between

James M. Hugh (widower) of the City, County
and State of New York Party of the first part

and - Emma T. Dexter wife of Charles Dexter
of the same City, County Party of the second part

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part, her heirs, executors and administrators, forever released and discharged from the same, by these presents, He granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents, He granted, bargained, sold, aliened, remised, released, conveyed and confirmed, unto the said party of the second part, and to her heirs and assigns forever, All those certain lots, pieces or parcels of land with the buildings thereon erected, situate, lying and being in the Ward of the City of New York, as bounded and described as follows to-wit: Beginning at a point on the Easterly side of Fourth Avenue, distant twenty feet and eleven inches North-erly from the North Easterly corner of Fourth Avenue and One Hundred and Twenty West Street, thence running East-erly and parallel with One Hundred and Twenty First Street, a part of the way through the middle of a party wall seventy five feet, thence running Northerly and parallel with Fourth Avenue, eight feet to the center line of the block, thence running Westerly along the said center line of the block, seventy five feet, to the Easterly side of Fourth Avenue, thence running South-erly along the said Easterly side of Fourth Avenue eighty feet to the point or place of Beginning.

0719

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances. To have and to hold the above granted, bargained and devised premises, with the appurtenances, unto the said party of the second part, her heirs and assigns to her heirs their own proper use, benefit and behoof forever.

Subj'd to all Encumbrances
now thereon

And the said James McHugh for himself, his heirs, executors and administrators, date hereby covenant, grant and agree to and with the said party of the second part, her heirs and assigns, that the said James McHugh at the time of the sealing and delivery of these presents is lawfully seized in his own right of a good, absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted, bargained and devised premises, with the appurtenances, subject as aforesaid and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid. And that the said party of the second part, her heirs and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said party of the first part, his heirs or assigns, or of any other person or persons lawfully claiming, or to claim the same. And that the same now are free, clear, discharged and unincumbered, of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of what nature and kind soever. As witness my hand and seal this 15th day of March 1885.

And also that the said party of the first part, and his heirs, and all and every other person or persons whatsoever, lawfully or equitably deriving any estate, right, title or interest, of, in, or to the heretofore granted premises, by, from, under, or in trust for him or them, shall and will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the second part, her heirs and assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law, for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part, her heirs and assigns forever, as by the said party of the second part, her heirs or assigns, or her or their counsel learned in the law, shall be reasonably devised, advised or required. And the said James McHugh, his heirs, the above described and

herely granted and released premises and every part and parcel thereof, with the appurtenances, unto the said party of the second part, her heirs and assigns, against the said party of the first part, and his heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will Warrant and by these presents forever Defend.

— In Witness whereof, the said party of the first part has hereunto set his hand— and seal—the day and year first above written. —

Sealed and Delivered in the Presence of

William Teed

James M. Hough



State of New York

County of New York

On this 11th day of July in the year of our Lord one thousand eight hundred and Eighty-two before me personally came James M. Hough to me known

to me known to be the individual described in, and who executed the within conveyance, who acknowledged that he executed the same.

The nature done before acknowledgment

William Teed

William Deed
• Commissioner of Deeds

Recorded in the Office of the Register of the City and County of New York, in Liber 681 of Conveyances page 445 on the 13th day of Nov A. D. 1882, at 1 o'clock, 57 Min. M.

Witness my hand and Official Seal

Register J. Parkhurst
Register

0721

0722

New York September 13th 1882

Mr Barter, I hope you will excuse me for
intruding so far on you but I cannot
help it Mr Tied told me that, he would
give me Mr. Money on last Monday week
and I have not called on him until
Saturday and when I came there he gave
me more countenance than a dog and
said that he did not know me at all
But gave me all the abuse that
he could, and told me that I should
go and see Barter that, he would
not give me one cent, but I better excuse
him as he looked to me to be about
half drunk and then I left the place
and now if you do not see that I get
fair play I cannot work any longer
~~I cannot work and fast~~ all the
money I have received for twenty two days
is thirty seven dollars leaving a balance
thirty four dollars and fifty cents
and forty six dollars due since last
June. Now I hope you will see
that I will get fair play any more
My children are all most naked and I cannot
send them to school without clothing
I have nothing to say but remains
Your truly servant
James M. Hugh

0723

Comp.

Mr. Bester I am
most grieved to have to do
this but i cannot help it
Forever your truly
Servant James M. Hugh

Comp. E. H. B. B.
K

0724

Office of
Charles Carter, C. E.,
Architect,
No. 2260 THIRD AVENUE.

New York, May 8th 1883

To The District Attorney

Yesterday evening Your Messenger served, in my absence, a Subpoena on my little daughter for me to appear this morning at 11 in Part 1 Genl. Sessions to testify against James McHugh.

My daughter, not understanding the importance of the document, neglected giving it to me until 9. A. M. This day -

As I am engaged as witness and principal in several Corporation cases which come on trial this forenoon up town it will be impossible for me to be in the Court of Sessions until this afternoon -

Yours
Charles Carter

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Sec. 198-200.

CITY AND COUNTY
OF NEW YORK, } ss.

5

District Police Court.

James Mc Hugh being duly examined before the undersigned, according to law, on the annexed charge: and being informed that it is his right to make a statement in relation to the charge against him; that the statement is designed to enable him if he see fit to answer the charge and explain the facts alleged against him that he is at liberty to waive making a statement, and that his waiver cannot be used against him on the trial.

Question. What is your name?

Answer. James Mc Hugh

Question. How old are you?

Answer. 43

Question. Where were you born?

Answer. Ireland

Question. Where do you live, and how long have you resided there?

Answer. 2281 4th Ave about 4 mos

Question. What is your business or profession?

Answer. Carpenter

Question. Give any explanation you may think proper of the circumstances appearing in the testimony against you, and state any facts which you think will tend to your exculpation?

Answer. I am the owner of the house in question and have been so since about April 1882. The fee of the premises is in my own name. I never transferred the same to any person from the time I became such owner. If any person has recorded a deed of that property to any other person than myself the signature of my name thereto is a forgery. I have now signed or authorized any person to sign my name to such deed neither did I acknowledge the execution of the same.

James Mc Hugh

Taken before me this

1883

day of May
W. L. McHugh District Police Justice.

5th District Police Court.

The People vs. Campbell

of
Philip W. Smith

James McHugh

TESTIMONY.

Before Hon.

Sanborn J. Magaw
Judge

February 28, 1883

JAMES A. LYON,

Stenographer.

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4th District Police Court.

The People vs. Complaint
of
Philip H. Smith
vs.
James McHugh

BEFORE HON.

Bartholomew D. Morgan
Justice
February 28th 1883.

STENOGRAPHER'S MINUTES.

INDEX.

WITNESSES:

Direct Ex.

Cross Ex.

R. D. Ex.

R. C. Ex.

James McHugh.

JAMES A. LYON.

Stenographer.

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James McHugh, the defendant, being
duly sworn testified as follows, on

Direct Examination by Mr. Flanagan

I am the defendant & live at No. 223,
4th Avenue, I believe I am the owner of
that house; I became such owner in April
1882. The signature to that deed (Plff's
Exhibit 1) looks like mine but I never
signed it, it is not my signature. I
am still in the possession of that property.
I never have transferred that property to
anybody. I was requested by Mr. Baxter
to do so but I refused to until Mr. Baxter
settled with me, paid me what he owed
me; he wanted me to transfer it in July
1882 but I wouldn't. There were other
houses conveyed to me at the same time
that this property was. He asked me
afterwards ^{why I didn't} sign a deed of this property
to his wife & I told him I wouldn't until
he settled with me and he said "they are
signed." I said they couldn't be until
I signed them. I told him I wanted a
settlement & then I would sign the deed.
He said "I have everything fixed now." This
(1)

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was some time in the beginning of August 1882. I have executed bonds & mortgages in my name upon this property for a loan granted by The Mutual Life Ins. Co. & papers in a foreclosure suit were served on me. I have also notified the tenants not to pay any rents to anybody except me, the tenants of 2231 - 4th Street; I notified them on the 27th November 1882. & about the 1st of December 1882 I discovered that this deed purporting to have been signed by me had been recorded & I authorized my lawyer to commence an action against Mrs & Mr Baxter to remove the deed as being a cloud on the title; I was going to make a transfer of this property & found the title of it was in Mrs Baxter & not in me.

(Papers in foreclosure suit against the defendant were put in evidence & marked "Defendants Exhibit A" for identification)

The houses were insured in my name in the Continental Fire Ins. Co. & have heard Mr. Baxter testify that he was present when I signed that deed - that

0731

is not true. Mr Teed testified that he read the deed to me & I signed it. He read it to me but I refused to sign it. I have also been sued by the Fire Department as the owner of those buildings on account of fire escapes. I have dispossessed a tenant, a woman who lived at this house & 10213, 4th Avenue - that was in October 1882.

By Gross Examination by Mr Bondall

I was arrested twice for assault & battery - once about two years ago & the last time about a year ago about October. I was held to answer one charge & was tried in Special Sessions but was honorably discharged. It was for assault & battery on a woman. I have been employed during the past 10 years as a carpenter working on contract work for myself & some time day work. About the 20th of April 1882 I commenced to work for Boster, I worked under his jurisdiction before that. Not steady part of the time. Part of the money I earned for the last

0732

10 years I got from him, not all a fit
though. I have had a \$100 at one time
in my life in 1870 & after have had over
\$500. Within the last five years I have
not had above time \$500. in clear cash.
I had a house of my own within the past 10
years on Lexington Avenue which I
sold & my equity in it was about \$350 which
I got. I lived in 2225 & 2227 by Mr.

Baxter's permission but they were in my
name. Then I moved into No. 2233 - 4th Avenue
without sur. Baxter's permission & from
there I moved to 2231 without his permission.
I signed a deed of some of the property
back as soon as I got it but not of
any of the houses I have mentioned.

The mortgages I signed ~~some~~, the trans-
action was negotiated by sur. Baxter.

I never signed my name to that "Exhibit
1". I did not sign anything in July
1882. I refused to do so.

(Witness here ^{refused to} ~~signed~~ his name several
times at the request of Counsel in the pro-
secution; having been informed that the Court
could not compel him to do so. That is
my signature to those checks Nos. 1, 2, 3 & 5,
that is not my signature on No. 4, it is a

0733

forgeries. The *all*, *H* and *G* are different on the checks from the same letters in that *most gapp* (Exhibit A, for identification)

On Re-Direct Examⁿ by ser Hanagan

Q. At the time I refused to sign that deed owed me \$250 & now he owes me between \$800. & \$900. This memorandum (which was shown in *truss*) is up to day neck. I know how to write my name. The "g" on the check is different to the "g" in the deed & the "H" & "A" & differently & the "M" in James is different.

(Witness here wrote his name several times at request of his Counsel. For Mr. Darison's office, Q. Baxter left and for me to go there as I was informed for the identification of these deeds. Mr. Darison showed me the deeds. Then it was that I made a demand - a claim against Mr. Baxter for \$1014. \$28⁷⁵ was for an old debt due before May 1882 - there was then \$1014. Coming to me from May to May, that would be my regular salary at \$3²⁵ per day, for each working day

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in the year. He also had a note of mine
then for \$650. which asked him to have
surrendered. At No. 12 Centre Street
I agreed to settle with Mr. Baxter for
\$500.

Re. Cross Examination by Mr. Burdall.

I made an affidavit that this property belonged
to me & have commenced a suit for it. That
was last December. I have done more
than 10 hours work for Mr. Baxter since
last July. I was hired by him for a year
from last May at \$3²⁵ per day. That
is my handwriting (showing witness a letter
which was offered in evidence & marked
"Complainant's Exhibit K.")

By The Court. The premises No. 2231 are
worth \$12,000 about.

Re. Direct Exam. by Mr. Flanagan

I was employed by Mr. Baxter for a year
from May 1882 to May 1883 at \$3²⁵ per day,
it was a contract & I have not been paid

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under it. It was under this contract that
in July I claimed the \$250.

Mr. Shanahan, Counsel for the defendant
moved to dismiss the Complaint on the grounds
that

1st There is no evidence here to show that
he was not the owner of the premises
No. 2231 on the day he signed this bail
bond.

2^d There is no competent evidence here
to show that No. 2231 - 4th Avenue
is included in this particular deed
affirmative evidence which is claimed
embraces this property:

3rd It requires two witnesses to prove
perjury & only one witness has
been produced here to show that.

Motion Denied.
Exception Taken

Mr. Shanahan further moved to dismiss on

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the ground that the defendant is still in possession of this property and has never transferred it to any other person from the time he came into possession of it. Last April there is no evidence here that he acknowledged this particular deed.

Motion denied
Exception taken

By The Court.

"I have read the evidence which was taken on the examination heretofore; it is still fresh in my mind, as well as the evidence which has been taken here to day. The whole evidence in the entire matter discloses rather a novel proceeding and I don't feel that in giving my decision here to day that I can withhold my firm disapproval of this manner of doing business. While the transfer of the deeds might be legal, it leads to a great deal of illegal work and I can't as a Magistrate in the administration of the law, countenance anything of that kind. I feel it my duty to so express myself. At the same time

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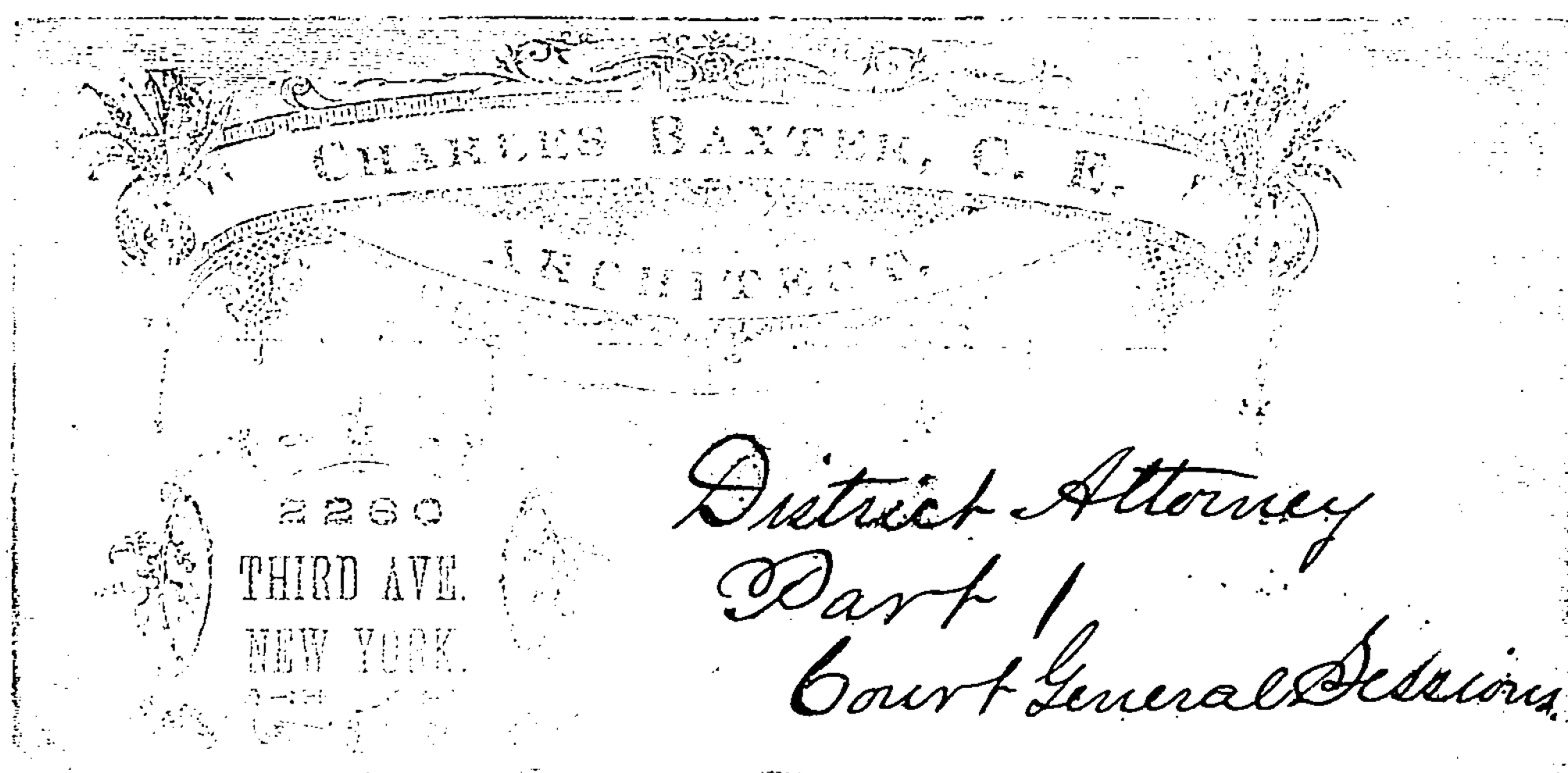
7 there is no reason why I shouldn't
4 hold ^{Mc} Hugh upon this charge of ^{perjury} ~~for~~
4 ~~perjury~~ To my mind it is clearly proven.
4 He is held in \$1500. to answer.

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Dear Sir, I beg of you to
so allow me to have
my hand and name as before
The Council of the
to be upon the
most have
without the
me, as soon as
I am ready to
your hand
my own hand
yours Sir

Yours truly
James M. Smith

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