

0448

BOX:

217

FOLDER:

2145

DESCRIPTION:

Wilzig, Paul

DATE:

04/30/86



2145

0449

BOX:

217

FOLDER:

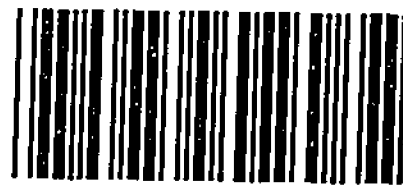
2145

DESCRIPTION:

O'Leary, Michael

DATE:

04/30/86



2145

0450

BOX:

217

FOLDER:

2145

DESCRIPTION:

Stroh, Michael

DATE:

04/30/86



2145

0451

BOX:

217

FOLDER:

2145

DESCRIPTION:

Rosenberg, A.

DATE:

04/30/86



2145

0452

BOX:

217

FOLDER:

2145

DESCRIPTION:

Holdorf, Hans

DATE:

04/30/86



2145

0453

BOX:

217

FOLDER:

2145

DESCRIPTION:

Dannhauser, Max

DATE:

04/30/86



2145

0454

BOX:

217

FOLDER:

2145

DESCRIPTION:

Beadles, Charles H.

DATE:

04/30/86



2145

Since the law was settled here
defendants have sedulously regarded it,
and have conducted business lawfully,
and properly. I returned that the indictment
be dismissed as to the defendant "Readers".

Inasmuch as there are some circumstances which exist
which make it doubtful if debt Michael O'Leary could be
corrected, and in view of the facts stated in my communication
to the Superior of this office recommending compensation as to
debt's Miley, John, Rosenberg, Haskins & Cunningham a copy of
which is here annexed, and said communication having
appeared in the communication by the Superior of the sentence
of our last five names left in improper light in other
views in 100 days - a recommendation that within ninety days
be dismissed and have be discharged as is done

Michael O'Leary -
Feb. 93, 1886
Deputy Secy.
Sept 26 " 1892 Delancey Hall

Bail \$1000
 as to \$200
 necessary when getting witness
 Witnesses:
 Capt W. C. Calkough
 George Thomas
 Dr. H. - Bailed by George
 Brown 434 Fifth Street and
 Charles Prince, 206 Broome.
 Dr. 1 and 6 - Bailed by
 William H. Jordan
 435 1/2 Fifth Street
 Dr. 5 - Bailed by
 August Henry Quibel
 222 East 13th Street
 Dr. 3 - Bailed by
 John Stimmel 291
 and 293 Bowery
~~Dr. 4 - Bailed by~~
~~Dr. 2 - Bailed by~~
 Dr. 2 by John Hoffman
 64 Astor St.

New York April 10/86

- The following are the grievances of the Carl Sachs Club, Waiters Union No 1 and Bartenders Union I.
1. Waiters Union claims that Mr. Theiss has acted ungentle manly by discharging men without cause and using profane and obscene language to the men and demand the discharge of the present Head Waiter named ~~_____~~ for acting antagonistic toward Union men and that a Union man be hired to fill his place.
 2. The Bartenders Union demand the discharge of Bartender Mr. Kay and a Union man hired in his place.
 3. The Carl Sachs Club demand the discharge of Charles Eckert, acting as Stage manager, the leader of the orchestra will act as Stage manager, also the old contract to hold good hereafter.
 4. That Mr. Theiss pay all expenses of this Committee amounting to ~~_____~~ and that these demands be complied with on Tuesday morning April 13 1886 under penalty of another Boycott.

See other side

POOR QUALITY
ORIGINAL

0458

Committee on Boycott against Mr.
Heins

signed: Charles H. Dendles

Central Labor Union & K. of L.

Michael O'Leary

from Knights of Labor.

~~John Mollenhauer~~
East Side Club.

Paul Wilzig

Walter Union No. 1.

" Michael Stroh

Posters Union No. 1

A. Rosenberg

Posters Union No. 1.

**POOR QUALITY
ORIGINAL**

0459

**COST OF A BOYCOTT
CORRECTION OF THE CARL SAHM CLUB ENDS IN
A COMMITMENT TO PRISON.**

An unexpected result was arrived at yesterday, at the Essex Market Police Court, in the examination of the complaint preferred by George Eschert, formerly leader of the orchestra at Theiss' Alhambra Concert Hall, in East Fourteenth street.

Hans Holdorf, Adam Schmitt, Herman Wendler and John Mollenhauer were charged by the complainant with using influence by which he was deprived of his situation at Theiss' saloon, whereby he has lost his salary of \$50 per week since March 28.

The complainant is a member of the Mutual Musical Protective Association and was represented by Mr. Horatio C. King; the defendants by Mr. A. W. Wagener.

Mr. Theiss in the course of his testimony said that the defendants had called upon him and demanded the discharge of Eschert under the penalty of boycotting his business if he refused. Holdorf, who represented the Carl Sahn Club, was the most demonstrative, and under compulsion and threats he paid Holdorf \$1,000.

The defendants were committed to await the action of the Grand Jury, but were subsequently liberated on a bail of \$500 each, their surety being Franz Loff, saloon keeper, No. 197 Allen street.

N.Y. Herald

Apr. 24. 86

OFFICES OF HORATIO C. KING,

Counsellor at Law,

BOREEL BUILDING, No. 115 BROADWAY,

ING.

New York, April 24 1886

Hon. Kansolphe B. Martin

District Attorney N.Y.

Dear Sir:

Judge Gorman

has held to bail and to answer
to the Grand Jury Hans Holdorf,
Adam Schmitt, Herman Wendler
and John Mollenhauer. of the
Carl Sahn Club for conspiracy.
It is important to the Com-
plainant to the ~~Complainant~~
whom I represent and to
these men that they shall
have a speedy hearing by
the Grand Jury.

mission from a justice to do so.
They were afraid to harbor her unless granted permission.
Later she found the Rosses, who were on the ball, but
who took pity on her and gave her something to eat.
house. She took refuge with a neighboring family.
tended to give her any supper and put her out of the
on Monday. When she came home her mother-in-law
from a dry goods man that he would give her a place
search of employment and finally got a promise
Kenny, tempted about various stores all day in
recourse to certain work.
longed.
the deprived class on Clark street, to which she be-
longed her mother and work or else she would
to punish her severely. Only yesterday her mother
said that her brother-in-law, who was a
patented her little sister had been taught to cook
for the past few years. She had received her
from the hands of her mother-in-law. She
did not receive it until she had received it from
the hands of the Good Shepherd. In case she
lost her mother-in-law, she would be
or, even worse, to be sent to the street.

N.Y. Herald
Apr. 24. 86

OFFICES OF HORATIO C. KING,

Counselor at Law,

BOREEL BUILDING, No. 115 BROADWAY,

OFFICES IN BROOKLYN:
No. 16 COURT STREET, PHENIX BUILDING.
TELEPHONE NUMBER, LAW 785.

New York, April 24 1886

Hon. Ransolf B. Martin
District Attorney N.Y.

Dear Sir:

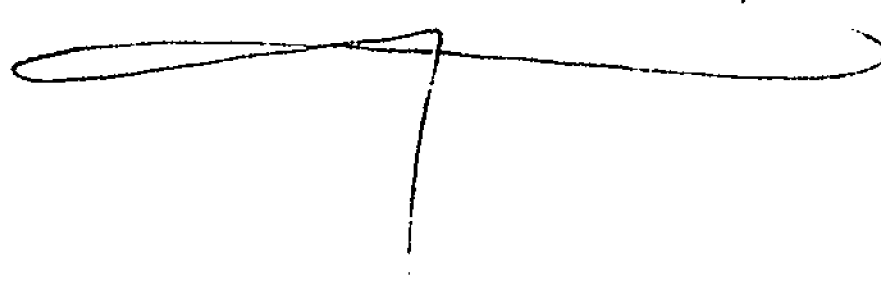
Judge Gorman
has been to bail and to answer
to the Grand Jury Hans Holzarf,
Adlam Schmitt, Herman Wendler
and John Mollenhauer. of the
Bad Sachse Club for conspiracy.
It is important to the Com-
plainant to the ~~Complainant~~
whom I represent and to
these men that they shall
have a speedy hearing by
the Grand Jury.

**POOR QUALITY
ORIGINAL**

0461

Please advise me what
day you will proceed with
this matter and what ne-
cessary you require. I am
instructed by the Musical Mu-
tual Protective Union to ren-
der you every assistance in
my power.

Yours very truly
Horatio C. King



**POOR QUALITY
ORIGINAL**

0462

The People

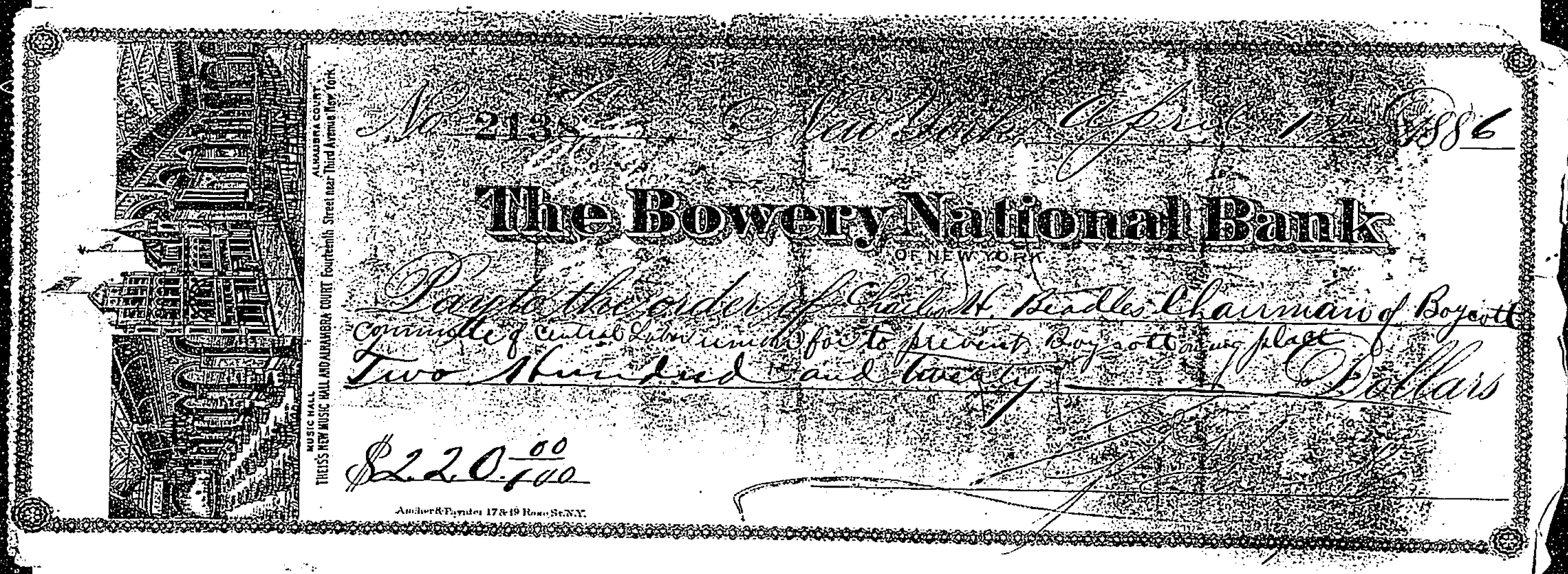
VS

Hans Holboog

825

POOR QUALITY
ORIGINAL

0463



0464

0465

Carl Salm Club belong to
the Central Labor Union.

The members of the Club
are members of the ~~the~~
Musical Protective Union
whose members they se-
posed. - The Musical
Protective Union does
not belong to the Central
Labor Union.

The interview at Bluet's
occupied seven hours.
Becker did not do all
the talking.

0466

New York April 10th 1886

The following are the grievances of the Carl Salts Club Waiters Union No. 1 and Bartenders Union No. 1. Waiters Union claim that Mr. Thies has acted unjustly mainly by discharging men without cause and using profane and obscene language to the men and demand the discharge of the present Head Waiter named

for acting antagonistic toward Union men and that a Union man be hired to fill his place

2nd the Bartenders Union demand the discharge of Bartender Mr. Hay and a Union man hired in his place

3rd the Carl Salts Club demand the discharge of Charles Cochet acting as Stage Manager the Leader of orchestra will act as Stage Manager also the old contract to hold good hereafter

4th that Mr. Thies pay all expenses of this Committee amounting to \$2.20 — and that these demands be complied with on Tuesday Morning April 13th 1886 under penalty of another Boycott

0467

Committee on Boycott against
Mr. Thiers

Charles H. Beadles

Central Labour Union
and H. of L.

Michael D. Leary

from Knights of Labour

John Mollenhauer Carl Sakin Club.

Paul Wising Workers Union No. 1

Homestead

Michael Strook Partender Union No. 1

as Rosenberg " " "

0468

George Ehret
92 St + 3 Ave
Albert Eschert
49 St. Marks Place
George Theiss
E. 14 St.
Capt. McCullough
17 Pre.
H. C. King
Beckman & Park Row
~~Mr. Eschert Jr.~~
Mr. People
vs.
Paul Wilzig et al

POOR QUALITY
ORIGINAL

0469

LOUIS F. POST,
LAW OFFICE,
21 PARK ROW, N. Y.

Sept 17, 1886

Hon. Randolph B. Martine
Dist Atty

Dear Sir: - I have conveyed to the
Law Committee of the Central Labor
Union, the substance of the
Governor's letter, and your conversa-
tion relative to pardon of Wilzig
and others now under sentence
for extortion in connection with
the Ithaca boycott, and am directed
by that Committee to inform you
that there is no reason whatever
to expect any intentional violation
of the law by labor organizations.

They state that the Central
Labor Union has always been, and
is now, opposed to demanding money
or other property in settlement of
labor disputes, unless lawfully
due and subject to collection by
legal process, and that it is their
own desire and purpose, as well

POOR QUALITY
ORIGINAL

0470

2

as the desire and purpose of the
Central Labor Union, and of all
labor organizations with which they
are associated or with whose aims
they are acquainted, to observe and
respect the law in good faith,
reserving their Constitutional rights
to change it in a Constitutional
manner in such respects as it
may be objectionable

Upon the assurances of this
Committee, composed of men ~~whose~~
of irreproachable character, together
with my own knowledge of the
law abiding disposition of labor
organizations in this city, I have
no hesitation in assuring you,
both personally and as representing
the Law Committee in this matter,
not only that there is no reason
to apprehend any violation of law

POOR QUALITY
ORIGINAL

0471

on the part of labor organizations,
but also that, to the best of their
knowledge and in good faith,
existing laws will be observed
by them. Very respectfully yours

Louis P. Post
Chairman to the Committee

Recd Sept. 17, 1886 - at 1 P.M.

POOR QUALITY
ORIGINAL

0472

The People

vs

Paul Wiley Jones

... to ...
...
...
...
...
...
...

POOR QUALITY
ORIGINAL

0473

1449. 3rd Ar - Sept 14/86

William H. Pomeroy Esq

Dear Sir

In reply to yours of ~~yesterday~~
day I would say that I cannot call on District
attorney Martine any day but Friday of this
week owing to the fact that I have work in hand
which to leave unfinished would jeopardize
my position

If the D. A. desires to see me in the
evening after 5.30. P.M. it will give me much
pleasure to wait on him or will give him the
any information by letter
Yours truly

James P. Hitchcock

POOR QUALITY
ORIGINAL

0474

The People

13

Wig & Co

Ther's Baycott

**POOR QUALITY
ORIGINAL**

0475

STATEMENT OF CHAS. ESHERT.

On or about March 8, a Committee of the members of the Central Labor Union - delegates and members of the Carl Sahm Club, viz: John Mollenhaun, Hans Holdorf, Adam Smidt, and John Wendler. They demanded the discharge of Mr. Eschert, acting as leader. They threatened Mr. Theiss, that if they were not discharged, that a boycott would be put upon his place.

The night about a week after another committee served Mr. Theiss demanding the discharge of not alone the leader but the whole orchestra. The committee - Michael O'Leary came he said if you do not consent to these demands we make, the boycott will commence to-morrow.

Q. Did you see any paper? A. They did not have any. paper. For two weeks the boycott was in full force; they distributed circulars, walking with circulars posted on their backs, and all over, - on every corner, by which they appealed to the public (copy circular will be produced).

All the defendants in this action threatened to stop the people on the street - I saw them boycott and stop the people on the street.

On the 23, of March the boycott committee and Mr. Theiss met. They demanded that if they should put the boycott down, a thousand dollars for expenses and the discharge of the leader of the band, and a thousand dollars fine. They stated further that we had no right to ask for any grounds.

**POOR QUALITY
ORIGINAL**

0476

If we did not comply with their demands the boycott would go on further, and it was going on at the time; that they would stop every brewer &c.

I have seen Wilzbg write ,that is his signature on the back of check dated March 24th 1886.

POOR QUALITY
ORIGINAL

0477

Witnesses

George Ebel - Bremer 92nd St.

Hermann Hossbacher - - -

Edwin Hines -

John Koslan - West 28th St

Abraham - 207 West 41st St

George Sauer - Atlantic Casino 55th St

Name of Huber's Manager - Mr. Schhardt
Concert Garden 106 - 108 E. 14th St

POOR QUALITY
ORIGINAL

0478

Holden & others
all directed -

Exmin at 2, P. m.

apl 23. -

Gov of Maryland, Govt,

POOR QUALITY
ORIGINAL

0479

Court of Oyer and Terminer

The People

vs.

Hans Holmorf

To Dist. Atty. Randolph B. Martine

Sir,

Take notice that you are re-
quired to produce the receipt ^{for \$1000} in posses-
sion of Mr. Theiss

Dated N.Y. June 28/86.

August P. Hagener
Deft Atty

POOR QUALITY
ORIGINAL

0480

Comt of Alger of Tennessee

The People

vs.

Hans. Harding

Attorney to Province

Ang. C. Wagner,

Def to Atty

59-2nd Ave.

NY

0401

Et: B

He will discharge his present orchestra including the leader after Sunday night the 28th day of March 1906. He will employ members of the Carl Sachs Club, paying them the Union prices as set forth in the Constitution and By Laws of the Musical Mutual Protective Association.

Mr. Theiss also agrees to employ only Union waiters and to reinstate the strikers and one man discharged; to abolish the percentage system and not to exact a deposit for their badge and utensils, the Union being responsible for any loss of the same and for any dishonesty of the waiter. The Union Scale of prices being not less than

(including message "A.M.")

9.⁰⁰ " (including meals as per by-laws) for one days labor of 10 hours

\$25.00 per hour to be paid for every hours work after 10 hours.

He also agrees to employ only Union Barkeepers at the Union Scale of prices being not less than

15⁰⁰ per week including meals for 1 1/2 barkeeper

12²¹ " " 1 2^a " and Kertapper

a day's work to consist of 10 hours work; any additional labor

POOR QUALITY
ORIGINAL

0482

to be paid for @ 25¢ per hour.

He further agrees to pay the Boycott expenses to the amount
of One Thousand Dollars ^{or} ~~1000~~

The Boycott to be discontinued at once.

signed this 23rd day of March
in presence of:

Paul Wittig

Edwin Henry

Paul Wittig Secy of the Boycott Com.
Michael O'Leary N.Y. S. A. N. Y. L.

Michael Stroth

Barfend's Union N.Y.
A. Evansberry.

Thomas Holdorf C. S. C.

Max Dambacher Kaiser Union etc.

Chas B Beades Com. Central Labour Union

POOR QUALITY
ORIGINAL

0483

State of New York
City & County of New York } ss.

George Theiss of the City of New York, being
duly sworn before me, deposes and says:—

That he was well satisfied with Albert Eschert
and his magnificent orchestra who played with

him until March 28th 1886 had it not been for

acted

* In presence

A. Rempler
N.Y.C.

The ^{Central} ~~Union~~ of Laborers, who in combination

with the so called — Carl Lohm Club — boycotted

his place of business and compelled him, to

discharge his good orchestra under the direction

of Albert Eschert, and engage musicians

of the Carl Lohm Club.

George Theiss

Sworn to before me
this 5th day of April 1886

Edw. Rempler

Notary Public &c.

New York County

POOR QUALITY
ORIGINAL

0484

N. Y. March 24th 1886
Received from George Theiss
One Thousand & forty five ⁶⁵/₁₀₀ Dollars,
for Project Cost & Wages due me percentage.
\$ 1045 ⁶⁵/₁₀₀ Paul Wilzig

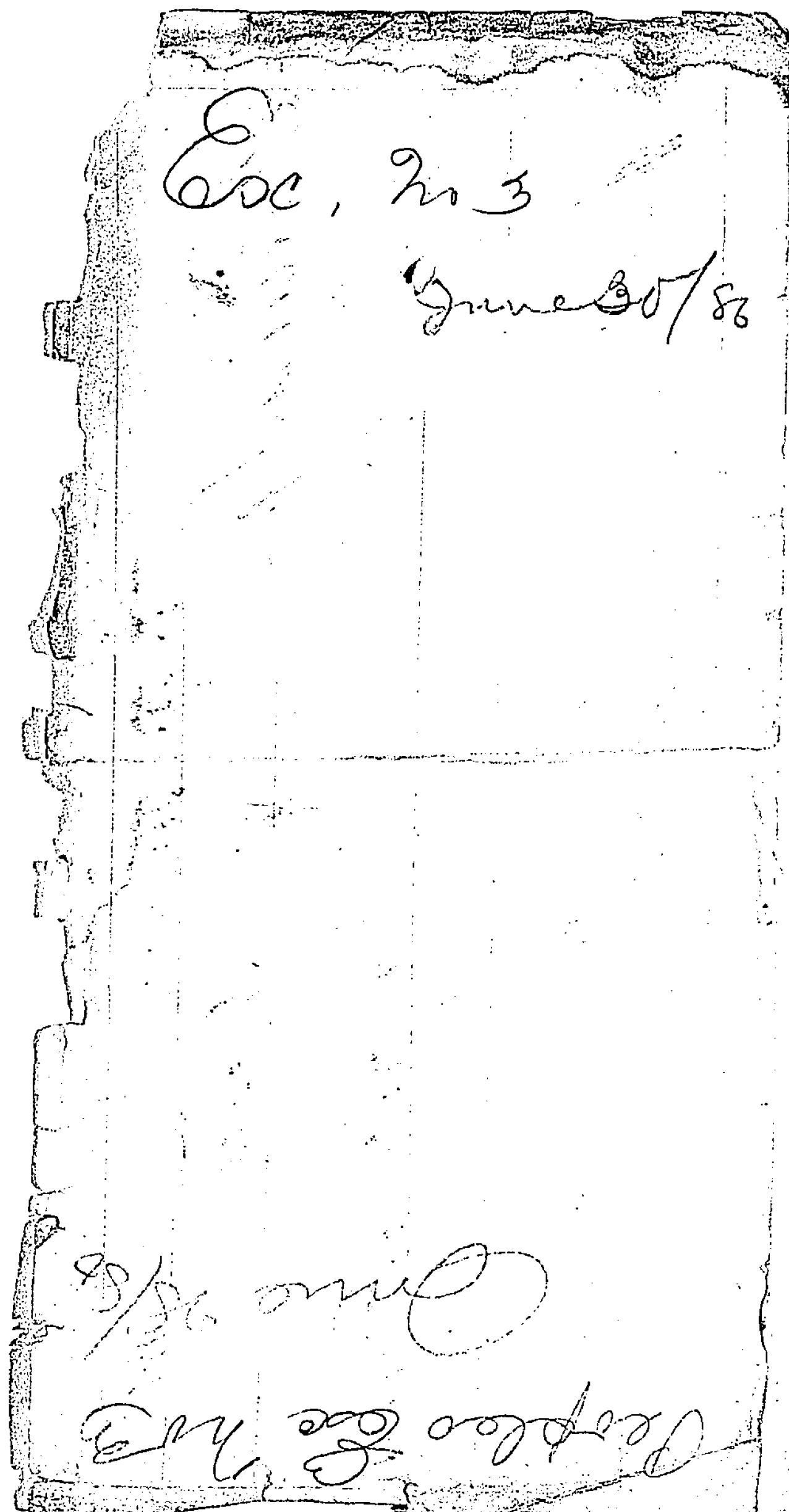
Organized May 24th 1884
CELESTINE CLUB

BARKEEPER UNION
VON N. Y. & UMGEGEND.
NO. 1.

ALLGEMEINE
KELLNER-UNION
NO. 1.

POOR QUALITY
ORIGINAL

0485



POOR QUALITY
ORIGINAL

0486

3 DISTRICT POLICE COURT.

THE PEOPLE,
ON COMPLAINT OF
Albert Erbert
agst.
Hans Holdorf
et al.

Examination had April 29 188 6

Before John J. Gorman Police Justice.

I, Watson L. Ormby Stenographer of the 9 District Police
Court, do hereby certify that the within testimony in the above case is a true and correct copy of
the original Stenographer's notes of the testimony of Albert Erbert
and George Heris
as taken by me on the above examination before said Justice.

Dated April 24 188 6.

Watson L. Ormby
Stenographer.

John J. Gorman
Police Justice.

POOR QUALITY ORIGINAL

0487

STENOGRAPHER'S MINUTES.

3 District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

Albert Eshert

VS.

Hans Holdorf

Adam Schmitt

John Mollenhauer

Herman Wandler

BEFORE HON.

John J. Gorman

POLICE JUSTICE,

April 29 1886

APPEARANCES:

For the People, Geo King
For the Defence, Mr Wapener

188

INDEX.

WITNESSES.

Direct Ex.

Cross Ex.

Re-Direct.

Re-Cross.

Albert Eshert
George Heriss

W. L. Ormby

Official Stenographer.

POOR QUALITY
ORIGINAL

0488

Police Court
Third District

The People v
Albert Eschert
Hans Holderf
Adam Schmiat
John Mollenhauer
Herman Wandler

Examination before Justice Gorman
April 22.

Albert Eschert, being cross examined
upon his affidavit by defendants
counsel, deposes and says:

Q On March 6 did you see
these four defendants?

A No: I did not see them.

Q Do you belong to the Musical
Mutual Protective Union?

A Yes.

Q In the Constitution and By Laws
of that union is there a provision
that no member shall play under
price?

A Yes.

Q Will you swear that at the
time you were employed in
Heiss's you did not play under
price?

A Yes: that I could swear - I got
fifty dollars a week.

POOR QUALITY
ORIGINAL

0489

Q Did you and these defendants ever have any dispute?

A No.

Q Did you have a conversation with either of the defendants at any other time?

A I did with Hans Holdorf.

Q Will you swear that you never had a conversation with either of the others?

A - With Schmitt when he took the man away.

Q And did you ever have any conversation with the other two defendants?

A No.

Q Did Mollenhauer or Wandler ever threaten you?

A No.

Q Did they ever speak to you about your employment at Heiss's?

A No.

Q Did Holdorf ever threaten you?

A Yes.

Q What did he say?

A He said "you are a scab" that we were scabs and played under price -

Q Who was meant?

A That me and the men in the orchestra were scabs.

- Q Is that all he said?
- A- That is all, with the exception that I had to go out of the orchestra.
- Q Is that all you can say as to the way he threatened you?
- A Yes.
- Q What did Schmitt do - did he ever threaten you?
- (Answer stricken out)
- Q These men belong to the Municipal ^{Municipal} Protective Union?
- A I think so.
- Q Was there some dispute between you and them in regard to the price that you were paying for?
- A No.
- Q At the time you were discharged from Heiss were these men there?
- A No.

Adjourned to 2 P.M. Apr 23
Apr 23

George Heiss, being duly sworn and cross examined upon his affidavit deposes and says: - I made an affidavit in this case

- Q Do you know Mr. Mollenhauer?
- A I know him. I know I have

seen him

Q Look at these defendants and see if you know Mr. Mollerhauer?

A I know that man - [pointing to the defendant Haldorf]

Q Do you know this man (the defendant Schmidt)

A I do not know his name but I know he was there with the others

Q Do you know that man (the defendant Wandlar)

A I know that man; I know them all; I saw them all. They are the committee that waited upon me

Q Committee for what?

A They came to demand the discharge of Mr. Esbert

Q Be kind enough to state the entire conversation.

A I could not state the entire conversation - they were there too long. I cannot state it

Q Did you see them any time after that?

A Yes; I saw Haldorf

Q Did you see the other three after that?

A No; I did not see the three. I saw one of them who

POOR QUALITY
ORIGINAL

0492

represented the Carl ^{Sahn} ~~Lamm~~
Club

Oz du King

2 - You saw Mollenhauer subsequently
to the time Huldorf was in
at the second time.

Mr. Wagener - I move to dismiss
on the ground that the affidavit
and complaint is against these
four defendants; that on the
last examination Mr. Esbert
testified positively that he had
had no conversation with two
of the defendants and that
he had never seen two of
them. The complaint relied
upon Mr. Weiss's testimony to
connect these men with the
affidant. They have failed
to do that. There is no
evidence against three of
the defendants, and I move
that they be discharged.

Motion denied.

Exception.

Mr. Wagner - I object to the
acceptance as evidence of
the letters and printed papers
here.

POOR QUALITY
ORIGINAL

0493

Justice Gorman - They are part of the complaint.

Mr. Weyner I move to dismiss on the ground that no charge of conspiracy has been proved against all of them.

Justice Gorman - This is one of the most peculiar cases that has arisen in the present peculiar state of affairs between capital and labor. It is not a case of labor arrayed against capital. It is a case of labor arrayed against labor. It is one musical society against another musical society. The Carl Sahn Club demands from Mr. Theiss that he shall dismiss Mr. Ebert from his employment, because he belongs to another club, and they say he works below the regular price. He says he gets \$50 a week. They threatened that if Mr. Theiss did not discharge Mr. Ebert from his employ that they would do what they call "boycott him". They carried out this threat, and they did "boycott" Mr. Theiss. So this Mr. Theiss submitted for 17 days. At the end of 17

POOR QUALITY
ORIGINAL

0494

days Mr. Thiess found his business suffering and he was compelled to discharge some of his men. Then the defendants demanded that he should pay one thousand dollars cash to the Carl Sakin club. I am inclined to believe that for this act a complaint for robbery might have been taken. The defendants compel Mr. Thiess to discharge his men - honest laboring men working for pay - because some other laboring men want their places. That is Labor against Labor. One society demands the places to the exclusion of the other; a man in order to protect his business is compelled to discharge his bandmasters and to pay the Carl Sakin Club through these four defendants, a thousand dollars. I believe this is a case of boycotting or unjustifiable interference with another man's business.

Motion Denied.

Exception.

Defendants held to answer in \$500
bail

N. Y. Oyer and Terminer.

Before, Hon. George C. Barrett, Justice.

The People &c. } Indictment
agst } for
Paul Wilcig, & others. } Extortion.

For motion in arrest of judgment I
aver that the Indictment charges no
offence.

2^{dly} That it does not charge prop-
erly the crime of Extortion.

The defendants are indicted under
sections 552, and subdivision of
section 553 of the Penal Code.

The indictment is bad.

1. It fails to allege that George Theiss
was possessed of any property.

All that is alleged on this
subject is as follows: -

" x x x George Theiss who was

2
"then and there lawfully carrying
on business in said City."

This is not an allegation of
the possession of any property
by George Heios.

Subdivision 1 of section 553 provides,
that the threat inducing the
fear shall be -

1. To do an unlawful injury to
the person or property of the
individual threatened, x x x x x x."

The pleader intended to
charge under this subdivision
as to threatening to do an unlaw-
ful injury to property of the
person threatened.

The only property alleged
is the allegation as to carrying
on business.

This is no allegation

of money, goods, chattels, effects, evidence of rights in action, and all written instruments by which any pecuniary obligation, right or title to property, real or personal, is created, acknowledged, transferred, increased, defeated, discharged or diminished, and every right and interest therein".

Under these sections it will be seen that business as defined in Webster or Worcester, or in its general understanding, the word is not included in the word "property".

2. The next objection to this Indictment is that it fails to set out what threat was made which was unlawful.

POOR QUALITY
ORIGINAL

0498

3

of property.

"Business" is defined by Webster to be - employment, affairs concerns; that which occupies the time and attention of men.

Worcester defines business to be employment, occupation, concern, affair, transaction.

The Penal Code, section 718, subdivision 9, defines the word "property" as used in the Code as follows: -

"The term 'property' includes both real and personal property, things in action, money, bank bills, and all articles of value."

Subdivision 15, section 718, is as follows: -

"The term 'personal property' includes every description

POOR QUALITY
ORIGINAL

0499

5

The allegation is that the threat made by defendants to George Theiss was to do an unlawful injury to the "property" of said George Theiss, that is to say; to injure and destroy the said "business of said George Theiss."

This

is

not

an

unlawful

act

This does not charge that an unlawful injury was to be done.

For illustration, we might injure or destroy another's business by competition, or by carrying on the same sort of business in close proximity to another.

Still not one of these acts would constitute an unlawful injury.

So that in this indictment, for all that is alleged, the defendants are charged with

POOR QUALITY
ORIGINAL

0500

6

threatening to injure the business of Theiss by competition, which certainly would not be an unlawful injury.

The allegations of an indictment to be sufficient, must allege the offence in such terms as to exclude every hypothesis but that of crime.

If the facts alleged admit of a construction not a crime, the indictment is fatally defective. and no judgment can legally be rendered on it—

William F. Howe
of Counsel for the
Defendants.

POOR QUALITY
ORIGINAL

0501

Wagon & Terminus

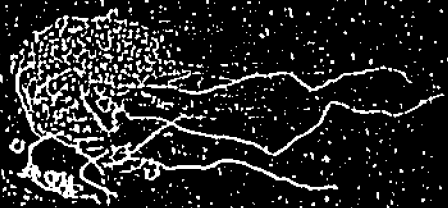
The People

apt
Paul Wilgus

Two arrest judges

Filed July 2 1886

POOR QUALITY
ORIGINAL



0502

Theiss Concerts.

GEORGE THEISS,
Proprietor and Manager.

134 & 136 E. 14TH STREET,

Bet. 3rd and 4th Aves., N. Y.

*Received the full demand for services
rendered for the week commencing the 22^d
of February and ending the 28th of
February 1886.*

A. J. Fisher

POOR QUALITY
ORIGINAL

0503

STENOGRAPHER'S MINUTES.

3 District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

Albert Eschert

vs.

Hans Holdorf

et al

BEFORE HON.

John J. Gorman

POLICE JUSTICE,

April 23 1886

APPEARANCES:

For the People,

E. King

For the Defence,

Mr. Wagoner

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INDEX.

WITNESSES.

Direct Ex.

Cross Ex.

Re-Direct.

Re-Cross.

Albert Eschert
Hans Holdorf

W. L. Gorman

Official Stenographer.

POOR QUALITY
ORIGINAL

0504

Police Court
Third District

The People vs
Albert Eshert
Hans Holderf
Adam Schmitt
John Mollerbauer
Herman Wandler

Examination before Justice Gorman
April 22

Albert Eshert, being cross examined upon
his affidavit, by defendants counsel
deposes and says:-

Q On March 6 did you see these
four defendants?

A No; I did not see them.

Q Do you belong to the Municipal
Mutual Protective Union?

A Yes.

Q In the Constitution and By Laws
of that Union is there a provision
that no member shall play
under price?

A Yes.

Q Will you swear that at the
time you were employed in Heriss
you did not play under price?

A Yes; that I could swear,
I got fifty dollars a week.

Q Did you and these defendants
ever have any dispute?

A No.

Q Did you have a conversation with either of the defendants at any other time?

A I did with Hans Holdorf

Q Will you swear that you never had a conversation with either of the others?

A With Schmitt when he took the man away.

Q And did you ever have any conversation with the other two defendants?

A No.

Q Did Dollenhauer or Wandler ever threaten you?

A No.

Q Did they ever speak to you about your employment at Heiss?

A No.

Q Did Holdorf ever threaten you? (Eschert)

A Yes.

Q What did he say?

A He said "You are a scab" that we were scabs and played under price.

Q Who was meant?

A That me and the men in the orchestra were scabs.

Q Is that all he said?

2

- A That is all : with the exception that I had to go out of the orchestra.
- Q Is that all you can say as to the way he threatened you?
- A Yes.
- Q What did Schmitt do - did he threaten you?
- (Answer stricken out)
- Q These men belong to the Municipal Mutual Protective Union?
- A I think so.
- Q Was there some dispute between you and them in regard to the price that you were playing for?
- A No.
- Q At the time you were discharged from Heiss were these men there?
- A No.

Advised to 2 P.M. April 21

April 23

George Heiss, being duly sworn and cross-examined upon his affidavit deposes and says: I made an affidavit in this case.

Q Do you know Mr. Dollenbamer?

A I know him; I know I have seen him.

2 Look at these defendants and see if you know Mr. Mollenhauer?

A I know that man [pointing to the defendant, Holdorf]

2 Do you know this man [pointing to the defendant, Schmitt]

A I do not know his name but I know he was there with the others.

2 Do you know that man? (the defendant Wandler)

A I know them all. I know that man. I saw them all. They are the committee that wanted on me.

2 Committee for what?

A They came to demand the discharge of Mr. Eschert.

2 Be kind enough to state the entire conversation.

A - I could not state the entire conversation. They were there too long. I cannot state it.

2 Did you see them any time after that?

A No; I did not see the three. I saw one of them who represented the Carl Sahn Club.

Q. Sen Krig - You saw Mollenhauer subsequently to the time

Holdorf was in?
A The second time

Mr. Wagener - I move to dismiss on the ground that the affidavit and complaint is against three from defendants; that on the last examination Mr. Esbert testified positively that he had had no conversation with two of the defendants and that he had never seen two of them. The Complainant relied upon Mr. Weiss's testimony to connect these men with the ~~defendants~~ affiant. They have failed to do that. There is no evidence against three of the defendants and I move that they be discharged.

Motion Denied
Exception

Mr. Wagener - I object to the acceptance as evidence of the letters and printed papers here

Justice Gorman - They are part of the complaint.

Mr. Wagener - I move to dismiss on the ground that no charge

of conspiracy has been proved against
all of them

Justice Gorman. This is one of the
most peculiar cases that has
arisen in the present peculiar
state of affairs between Capital
and Labor. It is not a case of
Labor arrayed against Capital -
it is a case of Labor against
Labor. It is one mutual society
against another mutual society.
The Coal Sakers Club demands
from Mr. Theiss that he shall
dismiss Mr. Ebert from his
employment because he belongs
to another club, and they say
he works below the regular
price. He says he gets \$50-
a week. They threatened that
if Mr. Theiss did not discharge
Mr. Ebert from his employ that
they would ^{do what they call} "boycott" him. They
carried out this threat and they
did "boycott" Mr. Theiss. In this
Mr. Theiss submitted for 17 days -
at the end of 17 days Mr.
Theiss found his business
suffering, and he was compelled
to discharge some of his men.
Then the defendants demanded
that he should pay one thousand

POOR QUALITY
ORIGINAL

05 10

dollar each to the Carl Sahn club. I am inclined to believe that for this act a complaint for robbery might have been better. The defendants compel Mr. Weiss to discharge his men, honest laboring men - working for pay - because some other laboring men want their places. That is Labor against Labor.

One merely demands that the places to the exclusion of the other; a man, in order to protect his business is compelled to discharge his handmen, and to pay the Carl Sahn Club though there were defendants a thousand dollars. I believe this is a case of boycotting or unjustifiable interference with another man's business.

Motion denied
except

Defendants held to answer in
\$500 bail.

POOR QUALITY
ORIGINAL

0511

3 District Police Court.

The People v.
Eckert

vs.

Waldorf

et al

STENOGRAPHER'S TRANSCRIPT.

April 27 1886

BEFORE HON.

John J. Gorman

Police Justice.

W. L. Ormby

Official Stenographer.

115-1886
H. C. Long

POOR QUALITY
ORIGINAL

05 12

District Attorneys Office.
City & County of
New York.

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Paul Wilzig - Secy of Boycott Com.
Michael O'Leary. G. S. A. R & L.

Michael Stroh.
Berkens Union no 1.

A. Rosenberg.

Harry Holdorf. C. S. C. L.

Henry Dambacher, Waiver Union no 1

Blair W. Beasley. Com. Central Labor
Union.

**POOR QUALITY
ORIGINAL**

0513

S. F. Kraft
 Germania Bank
 Paying Teller
 Spring 779.

POOR QUALITY
ORIGINAL

05 14

District Attorney's Office.

PEOPLE

^{vs.}
Thiess
Boycott case.

Put this on
for trial in
O&J, for 22^d
inst. P.B.M.
June 16/86

My learned as-
sociate having
heretofore refused
an application
for a transfer
(order)

POOR QUALITY
ORIGINAL

05 15

of this case
to A. & T. I
was doing the
motion. It
may be renewed
and any reasons
presented will
be considered.

J. H. G.

05 16

Grand Jury Room.

PEOPLE

vs.
Paul Williams
Exhibent
Pharis Boycott Case

There were seven defendants in the
altercation. Three were
killed & convicted of murder

pleaded guilty.
In the case of the three
convicted of first degree
murder the grand jury
found them guilty of
as against one death (John)
the indictment was returned
Sept 10, 1886.

The only defense and
substantial one is Charles
H. Bodley, and no
action seems to have
been taken in regard to
him during the trial.

POOR QUALITY
ORIGINAL

05 18

The Boycott to be discontinued at once -
signed this 23rd day of
March in the presence of:

Georg Thiel
Edmund Weiss

Paul Wileig }
Max Daubländer } Union No 1

Hans. Holdorf. C. F. Co.

Michael Stroka }
Adolph Frenkenberg. }
Michael O'Leary }
Charles H. Beadle }
George Thiel }
Central Labour Union

Union No 1
C. F. Co.
Prof. L.

Central Labour Union

**POOR QUALITY
ORIGINAL**

0519

Defto E. a.

June 23/86

Peoples E. No 4

June 30/86

POOR QUALITY
ORIGINAL

0520

Count of Oyer & Terminer

The People

vs.

Hans Holdorf,

Let left have ten (10)
days further time to serve
paper on case of appeal.

Dated W. M. Aug. 17th 1886

Randolph B. Martine
District Attorney

**POOR QUALITY
ORIGINAL**

0524

Order of Bill
in the Court
Case 17 1916
J. B.

POOR QUALITY
ORIGINAL

0522

J. P. Mann, Stationer and Printer, 84 Nassau St., N. Y.
Rooms 11 and 13.

STENOGRAPHER'S MINUTES.

The People vs.
John Doe et al
THEISS' BOYCOTT

BEFORE

The Grand Jury

April 26, 28 & 29 1886

WITNESSES.

Direct. Cross. Re-Direct. Re-Cross.

Capt McFulloch
George Theiss

1
2

Henry W. Ungers
Stenographer to the Grand Jury
37 Chambers St

**POOR QUALITY
ORIGINAL**

0523

BEFORE the GRAND JURY.

The People of the State of
New York

against

JOHN DOE and RICHARD ROE.

New York, April 26th 1886.

CAPTAIN McCULLOUGH, having been first duly sworn by
the Foreman in the matter of the complaint of Mrs. Land-
graff, being further examined, testified as follows :-

By the Foreman--

Q Captain, do you know anything about the Third Avenue
riot ?

A I know about the Fourteenth Precinct-- in my own precinct
that I arrested people going along with placards on their
backs marching.

Q What was that ?

A Thiess's.

Q Did you arrest them ?

A Yes sir, I did.

Q What was done with them ?

**POOR QUALITY
ORIGINAL**

0524

- A They were discharged-- every one of them.
- Q Merely with a reprimand ?
- A The Captain of Police got the reprimand.
- Q And the men were discharged ?
- A Yes sir.
- Q By whom ?
- A By Justice Welde.
- Q As we understand it, this was a conspiracy against Thiess's business under the boycott principle; you arrested these men and carried them before Justice Welde. Did he give you to understand he had no jurisdiction over the boycott?
- A He told me I had no business to arrest people passing on the street for marching in single file procession-- there was no law prohibiting them from doing it. I told the Judge I was acting fairly and conscientiously in the matter, and I thought I was acting square on this day.
- Q Now tell us, Captain, why didn't you go to the Chief of Police under those circumstances instead of going to Justice Welde if you were in doubt in regard to his opinion, don't you recognize the Chief of Police as superior to Justice Welde ?
- A No, sir, I do not-- he is over me, of course.
- Q Isn't he superior to the justice as an authority for you ?
- A In giving me orders, he would be.
- Q Don't you know he is actually superior to any police

**POOR QUALITY
ORIGINAL**

0525

justice ?

A No sir.

Q You don't know that he is ?

A I don't know that he is.

Q Don't you think you ought to acquaint yourself in regard to that ?

A I think if the Chief of Police takes a prisoner before the Police Magistrate, he has a right to discharge him.

Q Why is it that the Captains of Police have not conferred with the Chief of Police upon this questions of Boycotting ? Now, here is Captain Williams, and here is Captain McCullough, and Captain Copeland, they all appeared before Justice Welde, and they were paralyzed by Justice Welde : Why is he received as the superior guide for the police force, when there is a chief of police ?

A We do our duty, and take them before the Judge.

Q You don't recognize the Chief of Police as the superior ?

A I beg your pardon, sir, I didn't say that.

Q If I understand you, Captain, when you arrest a man, you take him before the Police Justice, and the Justice then and there has the right to deal with him ?

A Yes sir.

Q And if the Chief of Police were to step in at that moment would he be superior to the Police Justice ?

**POOR QUALITY
ORIGINAL**

0526

- A Certainly not.
- Q That ends it right off ?
- A He would lock the Chief of Police up for contempt of court.
- Q What is the nature of the reprimand, Captain, you got from the Justice.
- A He smiled, and said " Captain, you had better let these people alone; they aren't doing any harm; you had better not bring them here."
- Q But in the matter of orders, you take them from the Chief of Police, or any of your superiors ?
- A Yes sir.
- Q But you take the Police Justices decision as a final one ?
- A I have got to, sir.
- Q Have you got these names of these people who were arrested at that time ?
- A All on my blotter at the station.
- Q Are they at large ?
- A They must be, sir, because they were discharged then and there.
- Q Do you know where they are ?
- A I do not, sir.
- Q Did you take their residences at the time ?
- A I did, sir.

**POOR QUALITY
ORIGINAL**

0527

Q Will you bring to-morrow morning at eleven o'clock the names of those thirteen men and their residences to this Jury ?

A Yes sir.

Grand Jury adjourned for the day.

New York, J~~April~~ April 28th 1886.

CAPTAIN McCULLOUGH, re-called, testified as follows:

By the Foreman--

Q Now, Captain, we want you to give us an account of this original riot; we want to know we are to summon as witnesses in order to find an indictment.

A Mr. George Thiess is the proprietor of that place; he is the principal witness you want to subpoena; they blackmailed him out of a thousand dollars, and he can tell you all about it.

Q Now, Captain, will you look at this list, please, and tell us who of those we should subpoena for witnesses ? "(Had ing witness list)."

A All those names on this paper is correct; those are the men I arrested-- they were all arrested.

Q Now, Captain, will you give us your evidence directly to

point.

A About that date on that paper, Mr. Theiss called at the station-house, and told me was annoyed considerably by a lot of these waiters that had struck and was boycotting his place and raising trouble in Fourteenth Street, and I sent several men on that block to keep them away. They finally refused to go away, and then I ordered my men to arrest them, and I arrested two or three the next night; I myself went there, and they walked in a procession up and down the street for about, well, an hour with advertisements on their backs distributing circulars to any person that came there; I ordered them to disperse, and they wouldn't go and I arrested them.

Q What did they do when you ordered them to disperse ?

A They wouldn't go.

Q Did you hear of any threat or overt act of these men regarding Mr. Theiss ?

A I don't know of any.

Q And the only overt act you know of is they wanted one thousand dollars of Mr. Theiss ?

A I wouldn't put it that way; he paid the thousand dollars to have the boycott settled.

Q He gave it ?

A Yes sir.

**POOR QUALITY
ORIGINAL**

0529

Q But you don't know at whose instructions he paid it ?

A No sir, I don't know.

Q No doubt, Mr. Theiss will know that ?

A Yes sir.

New York, April 29th 1886.

GEORGE THEISS, being first duly sworn by the Foreman, testified as follows :-

By the Foreman--

Q You have had difficulty with these boycotters ?

A Yes sir.

Q They appear to boycott your premises ?

A They have.

Q They did boycott your premises ?

A Yes sir.

Q Are they continuing that boycott now ?

A No sir, not just now.

Q How did they withdraw ?

A I made a settlement with them.

Q What was the settlement ?

A I discharged the orchestra and all the other help, and

**POOR QUALITY
ORIGINAL**

0530

was compelled to take their help and pay their prices, and pay all expenses.

Q You discharged the help according to their directions ?

A Yes sir.

Q And you took help on according to their direction?

A Yes sir.

Q And you paid them how much ?

A I advanced some wages two dollars a week, and the others I had advanced ten dollars a weeks.

Q That is advancing wages-- what do you mean by paying expenses ?

A After I agreed to pay them the advanced wages and discharge the orchestra, and take their men which they sent me, then they had a bill of expense of a thousand dollars I had to pay them before they would make a settlement with me.

Q So you had to take these men on at their direction, advanced their wages at their direction, and had to pay them one thousand dollars ?

A Yes sir.

Q In other words, you were thoroughly coerced-- you were thoroughly victimized.

A I had to do as they say.

Q You are conducting your business now thoroughly under the

**POOR QUALITY
ORIGINAL**

0531

auspices of this association-- what is this association ?

A They call themselves musicians of the " Carl Sahn Club."

Q Now, what is the cause of their strike against you ? Was it the waiters ?

A No, the Carl Sahn Club claimed ~~to represent~~ the orchestra I had didn't belong to their association-- they belonged to the Protective Union Association, and they demanded me to discharge them and take their men-- the Carl Sahnmen.

Q Was that any injury to your business ?

A Yes sir.

Q How-- in what way ?

A In the first place, I can't afford to pay the prices which they demand.

Q Their excessive charges ?

A Yes sir, and in the next place they make their own terms in ~~a~~ which way I should pay, and how I should run everything else.

Q That isn't ^{to} your interest ?

A No sir, I can't keep it up-- I will have to give up sooner or later if I keep on that way.

Q And you have been obliged to pay one thousand dollars-- with your money to supply them with ammunition against yourself-- that is the English of it.

**POOR QUALITY
ORIGINAL**

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A Yes sir, that is what I had to do .

Q Now the names of the men whom the Captain gave us yesterday are in the District Attorney's office-- but you can recognize, can't you, the men-- thirteen men you brought before Police Justice Welde.

A I think there was more than that.

Q How many did you arraign before Justice Welde for conspiracy or boycotting ?

A I think twenty-- I couldn't say exactly.

Q You gave them over to Captain McCullough ?

A Yes sir.

Q You gave him orders to arrest those men ?

A Yes sir.

Q Now, they were discharged by Justice Welde, and did they resume their operations ?

A The same moment that they were discharged.

Q And then you saw you had no redress through the Justice and you had to fall in line and pay the thousand dollars, and let them dictate your business ?

A That is it.

Q If you hadn't had the judgment from the bench, you would not have done that ?

A No, if I was supported I wouldn't; but the police couldn't arrest anybody.

**POOR QUALITY
ORIGINAL**

0533

Q Did they tell you so ?

A Yes sir.

Q Did they tell you the reason why ?

A Yes sir, they said they couldn't arrest them because they walked in single file.

Q Did the captain say he was directed to tell you they had the right to do this thing ?

A Yes sir, the Captain told me so himself.

Q He told you he couldn't do anything-- they had as good a right to walk as you had ?

A Yes sir--

Q And distribute as you had ?

A Yes sir.

Q And they had a right to mulct you of a thousand dollars--~~h~~ he assumed that-- did he assume that you were obliged to pay this money ?

A He didn't advise me to do it.

Q You found that was the only way you could go on with your business ?

A Yes sir.

By a Grand Juror--

Q Who did you pay that thousand dollars to ?

A To that Committee that waited upon me.

**POOR QUALITY
ORIGINAL**

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Q Who is that Committee ?

A They are all on the list.

Q They'll never be missed. Have you got a receipt for that thousand dollars ?

A Yes sir. I got a check which I made out for stopping the boycott.

By the Foreman--

Q Who is it payable to ?

A To this committee.

A Is there a Secretary ?

A Yes sir.

Q Of this club ?

A Yes sir.

Q Don't you know the names ?

A They have the names right there.

Q You know the names-- you know to whom you made the check payable , and you know who made this demand, and you know who coerced you to pay it ?

A Yes sir.

Q Have you got in your memory or in your books the names of the men who demanded this from you ?

A I haven't got the names with me because I didn't think it was necessary as you have all the names.

Q Were they among those you arrested ?

A I had some arrested.

Q Did you arrest all of them ?

A I arrested as many as I could get hold of.

Q Have you got a list of all the men who waited upon you to make this ~~demand~~ demand ?

A No sir.

Q Who does know ?

A That was on the agreement I signed which they made out-- every man signed his name.

Q Have you got that ?

A The District Attorney got that.

By a Grand Juror--

Q Can't you get the names of any of those parties ?

A No sir.

Q How would you know if youe heard them read ?

A If I heard the names read, I would know some of them-- not all of them. The check I made to the Secretary's name and marked it "For Stopping Boycott."

By the Foreman--

We will suspend now to enable you to get whatever other papers or information you may have, and try and get back before one o'clock.

Witness withdraws.

**POOR QUALITY
ORIGINAL**

0536

GEORGE THEISS re-called, testified as follows :-

By the Foreman--

Q (Handing witness papers). Now, will you pick out from amongst these names the ones that coerced you in paying this thousand dollars.)

A I can't tell-- the papers will show; I gave all my papers to the lawyer for the leader of the band that is suing these boycotters.

Q Well, try and get them.

Witness withdraws.

New York, April 29th 1886.

GEORGE THEISS re-called, testified as follows :-

By the Foreman--

Q Have you got that information ?

A Here are the names of the men that were arrested five weeks ago and gave \$500. bail, and this is the man (indicating on paper) that got the \$1,000.

Q He was one of the Committee ?

A There were seven of them-- I can get the names of the whole seven; this Wilzing and this man(indicating) was

**POOR QUALITY
ORIGINAL**

0537

the one that demanded the settlement; and the papers, the lawyer has them.

Q You get us that full committee.

Q These two are the committees that demanded the money.

Q Wilzing-- he has not been arrested yet? Where is he?

A I will give you that by to-morrow. This Wilzing is the Secretary of this Committee that took the money.

Q Now, will you take the pains to get the name of that committee in full of which he was one, and you come here to-morrow and testify.

POOR QUALITY
ORIGINAL

0538

Before the Grand Jury

The People vs

vs

John Doe

(Heiss Prescott)

Stenographer's Transcript.

April 26 1886

Henry W. Linger

Steno to Grand Jury

**POOR QUALITY
ORIGINAL**

0539

Boycott! *Boycott!* **BOYCOTT!**

To all Unionists, Knights of Labor and the Public in General:

BOYCOTT

Mr. G. Theiss' Alhambra Court,

134--136 East Fourteenth St.,

And his Concert place, West Fourteenth St., near Sixth Avenue.

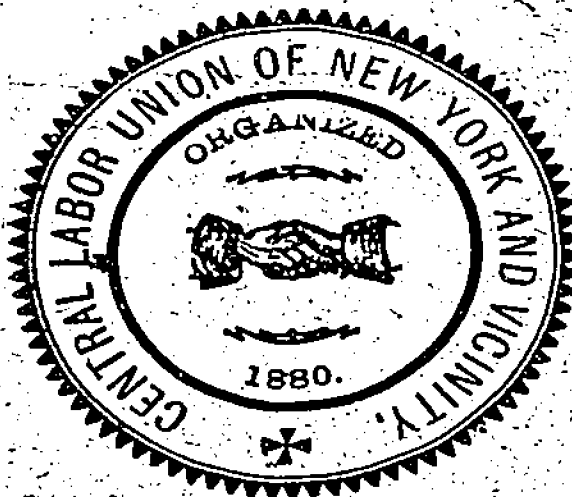
He is a foe to Organized Labor. Also for refusing to arbitrate with the Committee of the Central Labor Union, and grossly insulting using obscene language, unbecoming a man. We expect from man and storekeeper and their families, who earn their living people, not to patronize the Concert Gardens owned by it will be the duty of every friend of Organized Labor not to store the occupants of which, or their families, continue for the benefit of Mr. Theiss by visiting his places.

The reasons for the Boycott are:

A member of Carl Sahm Club, demanding his Union price from Albert Eschert, the leader, was told that his time was up next week.

Another member of the orchestra was instructed by a committee of the Carl Sahm Club to distribute notices for a meeting of the Club, and as soon as Albert Eschert, the leader, saw such action of said member, he was immediately discharged.

A committee of Waiters' Union No. 1 waited upon Mr. Theiss several times trying to have him abolish the percentage system existing in his concert places. He positively refused to do so. Then he discharged one of our men. Said waiter asked for the reasons of his discharge. He was told to go to the Central Labor Union, which consisted of nothing but thieves and beggars, and find out why he was dismissed.



Boycott Committee C. L. U.,

Carl Sahm Club,

Waiters' Union No. 1,

Bartenders' Union No. 1.

Not JOHN OEHLER, Steam Printer, 22-24 N. William St., N. Y.
June 28/86

**POOR QUALITY
ORIGINAL**

0540

Boycott!

Boycott!

Boycott!

An alle Union-Leute, "Knights of Labor" und das
Publikum im Allgemeinen:

Boycottet G. Theiss' Alhambra Court,

134 und 136 Ost 14. Strasse,

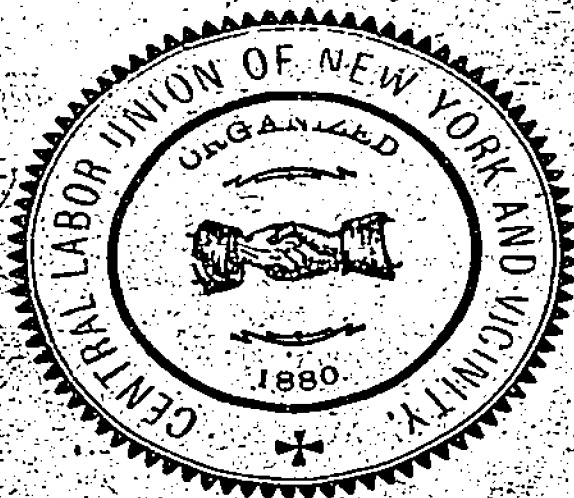
und seine Concert-Halle, West 14. Str., nahe 6. Ave.

Er ist ein Feind der organisirten Arbeit. Er muß auch geboycottet werden, weil er in seinem Streit mit dem Comité der "Central Labor Union" sich weigerte, die Sache einem Schiedsgericht zur Entscheidung anheimzustellen, und noch dazu sich solcher Ausdrücke bediente, die schmutzig, obscön und eines Mannes von Ehre unwürdig waren. Er hat das Handelsleute und ihre Familien, die sich von der arbeitenden Klasse Herrn Theiss' gehörenden Concert-Garten ihren Anspruch entziehen, und der organisirten Arbeit wird es sich zur Pflicht machen, keine Store zu kaufen, dessen Verkäufer, oder die Familie desselben, ihr Geld von Theiss' ausgeben, indem sie sein Local besuchen.

Ein Mitglied des Karl Sahm Clubs forderte von Albert Eschert, dem Dirigenten, seinen Union Lohn, und er wurde in Kenntnis gesetzt, daß mit nächster Woche sein Engagement aufhöre.

Ein anderes Mitglied des Orchesters erhielt von einem Comité des Karl Sahm Clubs den Auftrag, gedruckte Anzeigen zu einer Versammlung des Karl Sahm Clubs zu vertheilen, und als Albert Eschert, der Dirigent, von der Handlung besagten Mitgliedes Kenntnis nahm, wurde dasselbe von ihm sofort entlassen.

Ein Comité der "Kellner Union No. 1" sprach bei Herrn Theiss mehrere Mal vor, um ihn zur Abschaffung des Prozenz-Systems, das in seinem Concert-Salon in Anwendung kommt, zu bewegen. Er verweigerte dieses Verlangen rundweg und dann gab er einem unserer Angehörigen seine Entlassung. Besagter Kellner wollte den Grund wissen, warum er entlassen worden, und es wurde ihm bedeutet, daß er zur "Central Labor Union" gehen könne, die aus Dieben und Bettlern bestehe, und dort sollte er nachfragen, warum er entlassen worden.



Boycott Committee C. L. U.,

Carl Sahm Club,

Kellner Union No. 1,

Bartenders' Union No. 1.

POOR QUALITY
ORIGINAL

0541

District Attorney's Office.

Oyer & Tinner
PEOPLE

vs.

Hans Holdorf

June 28

Issued

Bail

June 24

In the Matter of the Application of the
Central Labor Union of the City of
New York, to David B. Hill, Govern-
nor of the State of New York, for
the Pardon

of

PAUL WILZIG, HANS HOLDORF, A. ROSENBERG,
MAX DANNHAUSER and MICHAEL STROH.

ARGUMENT.

The prisoners were convicted of extortion under §§ 552 and 553 of the Penal Code, and were sentenced by Mr. Justice Barrett on the 2nd day of July, 1886, to imprisonment in the State prison, at hard labor, for different terms as follows:

PAUL WILZIG, two years and six months;

HANS HOLDORF, two years and six months;

MAX DANNHAUSER, three years and eight months;

A. ROSENBERG, one year and six months;

MICHAEL STROH, one year and six months.

Paul Wilzig was first tried. After his conviction Hans Holdorf was tried. Thereupon Rosenberg and Stroh, by advice of counsel, pleaded guilty under a stipulation that their rights should be protected upon the record in Wilzig's case to the same extent that his might be. Max Dannhauser, still asserting his innocence of any intention to commit a crime, insisted upon a trial and was also convicted.

An appeal for pardon is made by the CENTRAL LABOR UNION of the city of New York, on the ground that the convictions were unjust and the sentences unduly severe.

The Governor has proposed five questions bearing upon the

application. Answering them in their order, we respectfully submit the following considerations for Executive clemency:

I.

FIRST QUESTION.—*Whether the prisoners were not properly defended or their trials conducted fairly and impartially.*

1. The prisoners were defended by counsel of their own choice, whose conduct of the trials we are not prepared to criticise. An inspection of the stenographer's minutes in the possession of the District Attorney will enable the Governor to pass upon this part of the question better than any suggestions we could make.

2. In form, the trials were fairly and impartially conducted. We make no complaint that the presiding justice did not rule upon all points in accordance with the law as he understood it. No juror was accepted by the court if his examination showed a bias within the provisions of the Code. Counsel for the accused were accorded every legal right, and in no respect whatever, so far as we are advised, were the established forms of criminal procedure violated.

Nevertheless, the prisoners were not fairly and impartially tried.

Although the cases were of a kind in which one class of the community is arrayed against another, and the trials were essentially class trials, the jury was wholly drawn from one of the opposing classes, while the accused belonged to the other. No trial can be fairly and impartially conducted under such circumstances, however fair and impartial it may be in form.

The prisoners in these cases belonged to unions which had engaged in boycotting an employer. All they did was done as representatives of their unions, for the benefit of their unions, against the interest of their employer as an employer, and in connection with the boycott. As one of the conditions of terminating the boycott, the employer was required to pay \$1,000 toward the expense incurred in maintaining it. It was the payment of this money under these circumstances, that constituted the alleged extortion. The Court having, in effect, decided that the boycott was unlawful, and it being conceded that the prisoners were engaged in the boycott, and demanded and received the

money, the only question for the jury was their intent—whether or not they acted corruptly. Yet, this question of intent was submitted to juries composed wholly of employers and retired employers, and drawn from panels of the same class, in which there was not one man whose associations or interests qualified him to understand or sympathize with the laboring class in its struggle with employers. Such trials could not be fair. Such juries, in such cases, could not impartially weigh the evidence of intent.

II.

SECOND QUESTION.—*Whether it is now claimed that the prisoners were innocent of the offense of which they were convicted.*

It is.

The prisoners were convicted under Section 552 and Section 553 Paragraph 1, of the Penal Code. Section 552 reads as follows: "*Extortion is the obtaining of property from another, with his consent, induced by a wrongful use of force or fear.*" Sec. 553, ¶ 1, reads as follows: "*Fear, such as will constitute extortion, may be induced by a threat to do an UNLAWFUL injury to the person or property of the individual threatened.*" Both technically upon the record, and meritoriously upon the facts, the prisoners are innocent of this crime.

1. The technical evidence of guilt, after conviction, is the indictment, the plea and the verdict. The verdict convicts the prisoners of what they are accused of in the indictment, and of nothing more. If that accusation constitutes a crime they are technically guilty, though innocent in fact; if it does not, they are technically innocent, though guilty in fact. The indictment in these cases does not charge a crime.

Omitting mere verbiage, the indictment charges that the prisoners "*did feloniously and extorsively obtain from one George Theiss, who was then and there lawfully carrying on business, . . . with his consent, . . . the sum of one thousand dollars, . . . of the personal property of said George Theiss, such consent being then and there by them . . . induced by a wrongful use of fear, . . . such fear being then and there induced by a threat then and there by them made to the said George Theiss to do an unlawful in-*

jury to his property, that is to say to injure and destroy the said business of him, the said George Theiss, and prevent and hinder him from carrying on the same."

It will be observed that the indictment follows the language of the statute. This is sufficient if the statutory words fully state the offense; but if the offense cannot be fully stated in the mere statutory words the language of the indictment must be expanded beyond those words so as to show by *allegations of fact* (not conclusions of law) that the offense was committed [1 Bish., Cr. Pro., § 624]. In this case the offense cannot be stated in the statutory words.

Referring to Section 553, Paragraph 1, we find that the kind of threat necessary to be shown is a threat to do an *unlawful* injury to property. A threat to do an injury is not enough; it must be a threat to do an *unlawful* injury. Now, the term "unlawful" is a mere legal conclusion; and any indictment which charges only a threat to do an *unlawful* injury, without showing by allegations of fact that the contemplated injury was unlawful, does not set up a crime. The word "unlawful" gives no force to the indictment. The indictment might as well allege that the prisoners did threaten to do an *injury* to Theiss's property; but it is plain that such an indictment would charge nothing, since it is not every injury, but only an *unlawful* injury, that may constitute the purpose of an extortionate threat. Nor does the description, "that is to say, to injure and destroy the said business of him, the said George Theiss, and prevent and hinder him from carrying on the same," show by allegations of fact that the threatened injury was unlawful. *Non constat* that the business was not to have been injured and destroyed, and Theiss prevented and hindered from carrying it on, by legal proceedings, which would have been a *lawful* injury.

In no way does it appear by the indictment that the threatened injury was an *unlawful* injury, except by the word "unlawful," which, as already stated, adds no force to the pleading. This proposition is elementary, but a few cases bearing directly upon it may be cited advantageously.

In Virginia, an indictment for "exhibiting an *unlawful* game played with dice, called chuckaluck," was held to charge no offense, the Court saying: "The words 'unlawful' or 'contrary to law,' do not serve to enlarge or extend the force and effect of the terms employed to describe the act, so as to make the act unlawful when it does not appear to be so by the description itself." [Hoff v. Com., 14 Gratt., 648.]

In Tennessee an indictment was held to state no offense which charged that the defendant "did then and there *unlawfully* and knowingly vote at and in said election, he, the said defendant, not being then and there a qualified voter of said county, and then and there well knowing he was not a qualified voter in and for said county." The Court held that the ground of disqualification must be averred, saying: "The act of voting is not necessarily illegal, but may become so for some of the causes before stated; and in order that the charge may be perfect, such cause must be set forth and averred in the indictment." [Pearce v. State, 1 Sneed, 63.] So it might be said in the case of these prisoners: "The act of threatening to injure property for the purpose of obtaining money, is not necessarily extortionate, but may be so if the threatened injury is *unlawful*; and in order that the charge may be perfect, the facts constituting unlawfulness must be set forth."

In one of the Federal Circuit Courts an indictment under a federal statute for resisting or obstructing *legal* process was held to charge no offense because it did not show what the process was and set forth such facts, as, if true, would make the process *legal*. "It is not sufficient," said the Court, "to plead in the language of the Statute that it was legal process." [U. S. v. Stowell, 2 Curtis's C. C. (U. S.), 153.]

And in Indiana an indictment for voting, "not having the *legal* qualifications of a voter," was held to be void because it did not specify the qualification or qualifications lacking. The Court, citing several cases of like kind, including one in 3 Dutcher (N. J.), 105, said that the allegation was "in its nature the statement of a legal conclusion and not an allegation of fact." [Quinn v. State, 35 Ind., 485.]

2. Turning now from the technical record to the facts, we shall find that upon the merits, also, the prisoners are innocent of the crime of extortion.

Referring to the Code, it appears that the crime of extortion has four elements: *first*, property must be obtained; *second*, it must be obtained with the consent of the person surrendering it; *third*, his consent must be induced by the use of force or fear; and, *fourth*, the use of force or fear must be a wrongful use of force or fear.

It is conceded that the first and second elements were present in the case of these prisoners; but the third and fourth were wholly absent. That is to say, the prisoners obtained \$1,000

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from George Theiss with his consent, but his consent was not induced by the use of force or fear, or if it was, the force or fear used was not *wrongfully* used.

There is not a particle of evidence to show that *force* was used, as we believe all concerned in the prosecution will concede. Neither was there any use of fear of *force*, and that is the kind of fear which we respectfully submit is contemplated by the statute. The familiar principle of construction, that the purport of general terms is limited by the special terms with which they are associated, fairly applies to this statute. *Force* or violence was evidently the dominating idea in the legislative mind, and when the broader term "fear" was used it was associated with the more specific term "force" and intended to be thereby limited in its application, except in so far as its scope was broadened by the section immediately following. The legislature did not intend to make every kind of fear an element of extortion, but only fear of violence in general, and fear of injury to property, of accusation of crime, and of exposure, in particular.

But it may be insisted that Paragraph 1 of Section 553 contemplates other kinds of fear than fear of violence. Paragraphs 2, 3 and 4 do, but Paragraph 1 does not, and it is only under Paragraph 1 that this case can be brought. Paragraph 1 provides that the necessary fear "may be induced by a threat to do an unlawful injury to the person or property of the individual threatened." Here the idea of force or violence is clearly involved. Not only is "fear" associated with "force" in the preceding section, but "property" is associated with "person" in Paragraph 1 of this section. What injury to the *person*, dissociated from force, can be conceived? and what injury to *property*, dissociated from force, could have been contemplated in this connection?

Yet, there is no pretense that any other *fear* was made use of, to obtain the money in question, than Theiss's fear that if he did not pay it, as a part of the expense already incurred in prosecuting the boycott, the boycott would be continued, and that by means of circulars, advertisements and personal solicitations, the public would be induced to withdraw their patronage from his concert saloon, and that dealers anxious to preserve the patronage of the working classes, would be induced by the same means to refuse to furnish him with supplies for his saloon.

But suppose that the term "fear" in the statute includes the kind of fear which influenced Theiss, the fourth element of ex-

ortion is lacking still. There was no *wrongful* use of such fear. If the boycott had been instituted and threatened for the purpose of compelling Theiss to make a *donation*, that would have been a wrongful use of fear. But it was not instituted nor its continuance threatened for that purpose. It was instituted because he employed non-union men, paid non-union wages, and enforced onerous and extortionate rules. When he solicited a compromise and terms of compromise had been agreed upon, he was required, not to make a donation, but to pay a part of the expense incurred by the unions in promoting the boycott. If the boycott was legally justifiable it was entirely proper to impose this condition as a part of the compromise, and to threaten a continuance of the boycott if not acceded to. Hence, there was no *wrongful* use of fear, unless the boycott itself was unlawful, a question that will be discussed further on.

3. It is plain that the statute does not contemplate any such intangible and evanescent property as the good will of *such* a business as it can be shown that Theiss carried on. A libel upon a trade-mark, a copyright, or letters patent, might injure a property *right*, but it would not injure *property* in the sense of the statute. So of an act tending to induce the public to withdraw their patronage from a business house. If the term "property" in this statute is to be construed to include the good will of a business, it would be a felony to threaten to set up an opposition business for the purpose of being bought off, provided the object of the threat were accomplished.

4. The two vital questions upon the point of guilt or innocence, however, one of law and the other of fact, relate to the legality of the boycott and the intent of the prisoners. Both require a comprehensive examination of the facts, and the latter, the question of intent, addresses itself with peculiar force and propriety to the pardoning power. We present them in their order:

First: *As to the legality of the boycott.*

If the boycott was not illegal there was no extortion; because it was the threat to continue the boycott that induced the fear which induced the payment of the money, and there was no threat to do an *unlawful* injury unless the boycott was unlawful.

The boycott consisted of the publication of the following circular in English and German:

BOYCOTT! BOYCOTT! BOYCOTT!

TO ALL UNIONISTS, KNIGHTS OF LABOR, AND THE PUBLIC IN GENERAL.

Boycott Mr. G. Theiss's Alhambra Court, 134-136 East Fourteenth St., and his Concert place, West Fourteenth St., near Sixth Ave.

He is a foe to Organized Labor. Also for refusing to arbitrate with the Committee of the Central Labor Union, and grossly insulting the same by using obscene language, unbecoming a man. We expect from every tradesman and storekeeper and their families, who earn their living from the working people, not to patronize the Concert Gardens owned by Mr. Theiss, and it will be the duty of every friend of Organized Labor not to buy goods at any store, the occupants of which, or their families, continue to spend their money for the benefit of Mr. Theiss by visiting his places.

The reasons for the Boycott are:

A member of the Carl Sahm Club, demanding his Union price from Albert Eschert, the leader, was told that his time was up next week.

Another member of the orchestra was instructed by a committee of the Carl Sahm Club to distribute notices for a meeting of the Club, and as soon as Albert Eschert, the leader, saw such action of said member, he was immediately discharged.

A committee of Waiters' Union No. 1 waited upon Mr. Theiss several times trying to have him abolish the percentage system existing in his concert places. He positively refused to do so. Then he discharged one of our men. Said waiter asked for the reasons of his discharge. He was told to go to the Central Labor Union, which consisted of nothing but thieves and beggars, and find out why he was dismissed.

**BOYCOTT COMMITTEE C. L. U.,
CARL SAHM CLUB,
WAITERS' UNION NO. 1,
BARTENDERS' UNION NO. 1.**

[SEAL.]

This circular was distributed in different parts of the city, and especially in front of Theiss's place of business. Men were employed to walk up and down in front of his place of business with these circulars displayed on their persons, distributing them to passers-by. This was not done by the prisoners, but they were to some extent connected as authorizing it. Some of the circulars were pasted to tables in Theiss's place and upon

his walls and mirrors, and it is said that a small fire was discovered on his stage; but the prisoners were not connected with this, nor did they authorize it or have any knowledge of it, nor were the authorized distributors shown to have had any connection with it. Moreover, the distribution of circulars was carried on in an orderly manner. No one was threatened or intimidated. There was no violence or breach of the peace, or obstruction of the highway. There was nothing but a peaceable and orderly solicitation of withdrawal of custom. The conduct of those engaged in this boycott, so far as it was authorized by or known to the prisoners, was identical with what has come to be known as "picketing" in labor strikes. "Picketing" is the placing of men near a shop where there is a strike, to warn strange workmen that there is a strike, and request them not to seek work there. This has been frequently held to be lawful by the English courts.

In a "picketing" case Mr. Justice Lush (Reg. v. Shepherd, 11 Cox Cr. Ca., 325) said: "If the defendants had known the addresses of the men they might have gone round to persuade them from working, and this would have been perfectly legal. The question in the case was whether they did wrong by waiting for them in the street. . . . In a similar case tried before me at Leeds I remember telling the jury that the defendants had a perfect right to persuade, and that in order to do so they must have access to the persons whom they wished to persuade. If they did that in a peaceable manner their conduct would be lawful." In another case, Gurney, Rec. v. London, held that "picketing" was lawful if done peaceably. And in still another Baron Brammell held that "picketing" was lawful if conducted so as not to terrify people. In a case in New York City Judge McAdam held in regard to "picketing" that a workman has a right to strike and "to accost other workmen in the street or elsewhere and invite them to follow his example."

If "picketing" is lawful, the boycott of Theiss, so far as its conduct was known to or authorized by the prisoners, was lawful also. The only difference is that in one case men are solicited not to work where there is a strike, and in the other they are requested not to trade where there is a boycott. In both, the operations are carried on in the immediate neighborhood of the proscribed individual.

SECOND: *As to the intent of the prisoners.*

Until recently the only form of extortion was extortion un-

der color of official right, consisting of the collection of excessive official fees. In all these cases it is a well established rule that corrupt—i. e., dishonest—motives, are an essential element of the offense. If the accused acts without corrupt or dishonest motives, supposing that he has a right to proceed as he does, he is not guilty of extortion. [People v. Whaley, 6 Cow., 661.] So an officer taking a fee larger than he is entitled to, by reason of his honest mistake of his rights, is not guilty of extortion. [Com. v. Shed., 1 Mass., 228.] Here is a plain indication that extortion, even when only a misdemeanor, was a species of larceny, having at least one element in common with larceny, namely the *animo furandi*—the intention to steal. But when we turn to the statute now in force, there seems to be no doubt that this intention is an essential element of the crime. By Section 554 of the Penal Code, it is provided that "a person who extorts any money or other property from another, under circumstances not amounting to robbery, . . . is punishable," etc. Comparing the definition of robbery [§ 224] with the definition of extortion [§ 552], the distinguishing difference seems to be that where the property of another is obtained *against his will* it is robbery, and where it is *with his consent* it is extortion. There are other apparent distinctions, but upon examination they will be found to merge in this. This would indicate that extortion is a lesser grade of robbery, and in it, as in robbery, there must be an *intention to steal* to constitute the offense.

If we are right in this there cannot be a doubt in the mind of any one conversant with the facts, that the prisoners are innocent.

A strong and rather remarkable, but sound, exposition of the law upon the question of intent in cases of this class, is the State v. Holloway (41 Iowa, 200). A dispute having arisen between a creditor and his debtor as to the amount of the debt, the former pointed a pistol at the latter and demanded payment, threatening to shoot him if the demand was not complied with. The debtor submitted, and the creditor was indicted for robbery. On the trial, the accused attempted to show that he honestly believed that the debtor owed him all he demanded. This was ruled out and he was convicted. On appeal the conviction was reversed, the highest Court holding that where a man under the *bona fide* belief that the property in dispute is his own, obtains it by menaces, whatever other crime he may be guilty of, he is not guilty of robbery, for the felonious intent is lacking—the taking is not *animo furandi*.

Even the jury that tried these prisoners, saturated as it undoubtedly was with class prejudice, could not have found that they were guilty of an intent to steal, if it had clearly understood that such an intent was an element of the crime. Upon this point we care not how partially the facts are presented. It is impossible to make them bear an interpretation capable of giving such a color to the affair.

By reference to the minutes of the trial it will appear that during the boycott the prisoners, acting as a regularly authorized committee from different unions, solicited the mediation of George Ehret, a brewer, who held a chattel mortgage upon Theiss's property. This solicitation was not for the purpose of getting \$1,000, but to bring Theiss to terms upon the questions originally in dispute, and in consequence of which the boycott was begun. Ehret disclaimed his power to influence Theiss by reason of the chattel mortgage, but brought about an interview in which Theiss and his friends participated with the prisoners. The meeting was formally organized. Ehret was selected as Chairman, and his clerk as Secretary, and the conference was conducted with the most business-like formality, the Secretary keeping regular minutes of the proceedings. From about 11 o'clock in the morning until late in the afternoon the entire discussion related to the original causes of the boycott, and it was not until these had been compromised, that any demand for money was made. When made it was made for expenses actually incurred, and was so agreed to be paid. After Theiss, under Ehret's advice, had assented to this final condition, a formal agreement was prepared by the Secretary, and being executed in duplicate was given, one copy to Theiss and the other to the prisoners. The agreement, as finally executed, was as follows:

Mr. Paul Wilzig and others:

Mr. Theiss, in answer to the letter of your Committee of the 13th of March, agrees to the following:

He will discharge his present orchestra including the leader after Sunday night, the 28th of March (1). He will employ members of the Carl Sahn Club (2), paying them the Union prices as set forth in the Constitution and By-Laws of the Musical Mutual Protective Association. The Orchestra to consist of 12 men to commence with. Mr. Theiss to have the right to reduce this number, if he finds it in his interest so to do, the Carl Sahn Club to be notified of such action. Mr. Theiss also agrees to employ only Union waiters, and to reinstate the strikers, and one man discharged; to abolish the *percentage* system (3) and not to exact a deposit for their badge and utensils—the Union being responsible for any loss of the same, and for any dishonesty of the waiters (4).

The Union scale of prices (5) being not less than—

\$7.00 per week for work from 7 to 12 o'clock P. M.

8.00 " " " 7 to 1 " "

9.00 " " " one day's labor of 10 hours including meals as heretofore.

25 cents per hour to be paid for every hour's work after 10 hours.

He also agrees to employ only Union Barkeepers at the union scale of prices, being not less than

\$15.00 per week including meals for 1st Barkeeper.

\$12.00 " " " 2d " " and Beertapper.

A day's work to consist of 10 hours' work, any additional labor to be paid for at 25 cents per hour.

He further agrees to pay the boycott expenses to the amount of one Thousand Dollars, \$1,000.00 (6).

The Boycott to be discontinued at once.

Signed this 23rd day of March in the presence of:

GEORGE EHRET,
EDWD. HENRY.

PAUL WILZIG, { Waiters' Union
MAX DANNHAUSER, { No. 1.
HANS HILDORFF, { Carl S. Club.
MICHAEL STROH, { Bartenders'
A. ROSENBERG, { Union No. 1.
MICHAEL O'LEARY, F. S. A., K. of L.
G. H. BEADLES, O. L. U.
GEORGE THEISS.

On the day following the agreement Theiss paid the \$1,000 with his check, to Wilzig. Neither Wilzig nor any of the committee retained a penny of the money. It was all paid over to the unions to reimburse them in part for their expenses.

Do these facts indicate a corrupt intent? Do they suggest a purpose to steal? Do thieves meet in open conference with their victim, choose a wealthy business man to preside over their nefarious deliberations, appoint his confidential clerk to make a record of their felonious proceedings, affix their signatures to the extortionate contract, call upon a millionaire to witness its genuineness, deliver it to the man they rob, take their

- (1). This was the orchestra which worked below union rates.
- (2). This was the club to which those of the boycotters who were musicians belonged.
- (3). This was a system of compensating some of Theiss's employees, which was regarded as unfair and tending to lower union wages.
- (4). It seems that Theiss had been in the habit of requiring his waiters to make deposits from which he deducted extortionate sums for the loss of towels, napkins, etc. It was burdensome to the men, and the union demanded its abolition, agreeing however, so that Theiss should be subjected to no real loss from the negligence or dishonesty of waiters, that the union would pay for missing articles.
- (5). We call particular attention to the salaries demanded by these men. Some consideration may reasonably be accorded, even for acts otherwise indefensible, to men whose *casus belli* is an employer's effort to reduce the wages of his men below the figures here presented.
- (6). It will be observed that this money was to be paid expressly as part of the expenses of the boycott.

booty in a bank check drawn to the order of one of their number, and finally turn the proceeds into a treasury in which their personal pecuniary interest is possibly a mill to the dollar? All this the Governor must believe before he can determine to leave these prisoners to their fate.

But it is urged, while it is true that the prisoners did not know boycotting was unlawful, they did know what they were doing. Their ignorance was of the law, not of the fact, and ignorance of the law excuses no one. The reply to that is, that mistake of the law excuses though ignorance of it does not, and, at the worst, this was a case of mistake of the law. That these men honestly believed that their unions were justly entitled, as a part of the settlement, to be reimbursed by Theiss for the expenses of the boycott, cannot be disputed in good faith by any one who knows that the boycott was judicially approved as a matter of law by Police Justice Welde, and that similar boycotts had been so approved by other police justices and that such a condition was common in the settlement of such difficulties, and that the transaction was effected in the open and unguarded manner in which it was, and that the prisoners had always and deservedly borne the reputation of honest men. And if they did honestly believe that their unions were justly entitled to the money, under the circumstances, even though they were wrong, their mistake of the law excuses their act.

This obvious and well-settled distinction between *ignorance* of the law and *mistake* of the law, seems to have been overlooked, or at any rate not emphasized at the trials, but it is amply illustrated in the reports. In the State v. Macomber (7 R. L. 349), it was held that an honest mistake of a voter as to his legal right to vote, and his assertion of it by voting, does not make him liable, *even though he is cognizant of the facts* which constitute the defect in his right. In R. v. Reed (1 C. & M., 306), a case where an ignorant person found a note and appropriated it, Lord Coleridge directed the jury to consider the state of the finder's mind, and if they thought she believed it to be hers, in ignorance of the continuing rights of the owner, and *by right of finding it*, her mistake of the law entitled her to an acquittal. And in Cutter v. State (36 N. J. L., 125) the distinction is very clearly drawn. In that case it was held that the maxim that ignorance of the law excuses no one, should not be applied when the law is unsettled or obscure, or *where the guilty intention* (when a necessary constituent of the offense) is *dependent on a knowledge of the law*. Therefore, a magistrate, charged

with taking illegal fees, was allowed to show that the money was received by him *under a mistake as to his legal right*.

The close application of these citations to the present case is too apparent to require comment.

5. In conclusion, upon this point, it is claimed—

a. That the prisoners are technically innocent because the indictment of which they are found guilty alleges no crime.

b. That they are actually innocent because Theiss was not induced to pay the money by the use of fear of force.

c. That he was not induced to pay it by the *wrongful* use of fear of any kind.

d. That the property threatened with injury was not tangible property as contemplated by the statute, but a mere property right in the good-will of a business.

e. That the boycott, which constituted the threat, was lawful, and, therefore, however great an injury it might have been to Theiss's business, it was not an *unlawful* injury.

f. The prisoners did not intend to *steal*, without which they cannot be guilty.

III.

THIRD QUESTION.—*If the prisoners were guilty, whether they are now penitent, and are willing to cease the commission of such offenses in the future.*

1. This question can be answered only by the prisoners themselves. It may be proper for us to say, however, that—

2. In the case of MICHAEL STROH the sentence was made one year less than that of Wilzig and Holdorf, upon the ground, expressed by the Court, that he had pleaded guilty, and professed penitence.

3. In the case of A. ROSENBERG the same reason was given by the Court for imposing a lighter sentence than was imposed upon the three who were tried.

4. And in all the cases, while it cannot be said that the prisoners are penitent in the strict sense of that word, since they still maintain their innocence of intention to do anything illegal, immoral or unjust, they are not only willing, but have

always endeavored to conform to the laws of the community in which they live. If they intended at all, it has been in ignorance of the law, and of a lawless purpose. In proof of this, let the blameless prisoners be witness. It is conceded by the authorities here that they were industrious and honest men, against whom no suspicion of criminality ever existed prior to the indictment upon which they were convicted.

IV.

FOURTH QUESTION.—*What mitigating circumstances or considerations are claimed to exist which may call for or warrant the exercise of executive clemency?*

1. The prisoners have always been honest and industrious men; yet they are undergoing sentences for extorting money (a crime akin to robbery), done under circumstances which absolutely rebut any presumption that they intended to take what they did not believe they had a right to take as representatives of their unions.

2. The money was taken as one of the conditions of a compromise effected at a meeting of all parties concerned, presided over by George Ehret, a wealthy business man who, more than the prisoners at least, should have known that the act was a crime if it was one. He regarded it as a legitimate business affair, advised the payment, and signed the agreement as a witness. If he had no suspicion that he was entangled in a felonious transaction, it may well be presumed that the prisoners, with their far more limited knowledge of affairs, acted innocently also.

3. If the boycott was lawful, it was lawful to demand and receive the expense of prosecuting it. The prisoners had excellent reasons for believing the boycott to be lawful. Some of the men engaged in this very boycott were brought before a police magistrate, who discharged them on the ground that the boycott was no offense. This fact was widely published, and when the prisoners demanded that part of the expense of the boycott be paid by the employer as a condition of terminating it, they

acted upon the faith of a judgment to the law. If the decision of the magistrate is to his leg in accordance with the subsequent decision of Judge citations the prisoners, as law-abiding men, would not have been convicted of the acts charged; if the magistrate's decision is correct, the acts charged were not criminal. Either way, the circumstances demand Executive interference.

4. Prior to the Penal Code a case of extortion could not have been maintained against the prisoners. Until 1878 the only extortion known to our law was official extortion (see 2 Edm. R. S., p. 669, marg. p. 650, § 5). In 1878 it was made extortion to threaten to accuse another of any offense, or to threaten to communicate or to publish, or in any manner to use information or documents or statements alleged to be injurious to the personal reputation or to the business standing of any other person, with intent to extort, etc. (see Laws of 1878, ch. 288). Upon these laws the codifiers based the sweeping provisions known as §§ 552 and 553 of the Penal Code, and changed the offense of extortion from a misdemeanor to a felony. The case of these prisoners was the first to arise under this comprehensive remodeling of the law of extortion. If no other reasons for Executive clemency existed, the fact that the prisoners, in their ignorance, were the first to be caught in the meshes of a codification of doubtful meaning, and were convicted of a felony for an act which was no offense prior to the codification, should appeal forcibly to the consideration of the pardoning power.

5. There had been many boycotts in the city prior to this one, and occasionally boycotters were arrested. But no case ever got beyond the police courts. The prisoners were always discharged unless violence was proved. Two years before Police Justice Welde held that the Theiss boycott was not unlawful, Police Justice White held that a similar boycott against dealers in Straiton & Storm's cigars was not unlawful. Moreover, in these boycotts, when the boycotted person compromised the question in dispute it was customary to require him to pay a part or all of the expense of the boycott, as an incident of the settlement. This conduct of the police magistrates, and this custom, was well known, but never gave rise to a suggestion that the magistrates were wrong, or that the custom was extortionate or otherwise unlawful. We are aware that it may be well said that this is all the more reason for enforcing

the law. We agree that the more reason for enforcing the law to the extent it is authoritatively declared; but on the other hand it is a reason for dealing leniently with men who, from acting in faith of the decisions of magistrates and the acquiescence of the community in the lawfulness of their conduct, are placed in a position where the first authoritative adverse declaration of the law is at the expense of their personal condemnation to long periods of degrading imprisonment.

6. The money alleged to have been extorted was not appropriated by the prisoners. The unions engaged in the boycott had expended about \$1,700 in employing men, paying legal expenses when the men were brought before the police courts, prosecuting charges against business associates of Theiss for offenses committed by them, advertising and printing. The prisoners, who constituted the arbitration committee on the part of these unions, demanded \$1,000 for the purpose of defraying the expenses in part. The money was paid to Wilzig, not one penny of it was either touched or seen by any of the other prisoners, and Wilzig paid it all over to his union, by which it was distributed among the other unions in proportion to the expenses incurred by them.

7. The act constituting the alleged felony was incidental only to the real offense, if there was any offense at all. If the money had not been demanded, the crime would have been a misdemeanor at most. Therefore, to punish the prisoners for alleged felony, is to take advantage of an incidental feature of the compromise agreement for the purpose of imposing a vindictive penalty for boycotting.

V.

FIFTH QUESTION.—Whether the sentences are claimed to have been too severe for the offense charged, and whether anything has occurred since the trials to change the circumstances of their cases.

It is not claimed that the sentences are too severe for the offense charged. The offense charged is the extortion of \$1,000, and if the trials had developed a genuine case of extortion,—a corrupt intention on the part of the prisoners

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to steal the money of another and use,—no criticism of the sentences was not the case. And it is claimed of which the prisoners were guilty crime, the demand for money not in instituting the boycott, but because it was merely incidental to the compromise, and having been demanded in ignorance of any law against it, and under circumstances which made it appear legitimate, not only to the men who demanded it, but also to the business man who acted as an intermediary in effecting the compromise, a sentence which branded five reputable and industrious men as felons was manifestly excessive.

In the language of the New York Star, "not only were the men convicted ignorant of the fact that they had violated a law; but everybody else was ignorant of it. Before the case was tried there were probably not a dozen lawyers in New York who would have wagered any considerable sum that the court would charge that a legal offense had been committed. The case was the first of the kind tried, and its result was a surprise to many. Under the circumstance the penalties imposed by the Court were remarkably severe."

Respectfully submitted.

JOHN T. McKEONIE,
GEORGE McVEY,
WILLIAM O. CLOYES,
THOMAS J. MORAN,
Law Committee C. L. U.

LOUIS F. POST,
Of Counsel to Committee,
21 Park Row, New York.

Handwritten signatures and notes:
J. J. [unclear]
[unclear]
[unclear]
[unclear]
[unclear]

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

September 22d, 1886.

To

The Governor,

Albany, N.Y.

S i r:--

In reply to your communication in reference to the application for clemency from the Executive for Paul Wilzig, Hans Holidorf, Michael Stroh, A. Rosenberg and Max Dannhauser, who were convicted at the June term of the Court of Oyer and Terminer in this County, on an indictment charging them with the crime of extortion, I beg to write as follows:

The facts in these cases are so fully disclosed by the Stenographer's minutes of the trial, which I have already submitted to you, that it seems unnecessary to summarize them here.

It will be observed that the defendants were not charged, tried or convicted for what is known as Boycotting, but for the crime of extortion, viz: the obtaining of money from another with his consent induced by a wrongful use of fear produced by threats to injure the property of the person threatened.

The distinction between this offence and the criminal conspiracy known as Boycotting is clearly pointed out in the charge

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of the learned Justice already submitted to you. An illustration of that distinction will be found in the pamphlet which I have sent you containing the charges of the learned Justice in the cases of Wilzig, convicted of extortion, and Koska, convicted of Boycotting only.

On a careful review of the whole matter, I cannot recommend the pardon of the prisoners. After a fair trial, where they were ably defended, they were rightly convicted by a Jury duly selected from the persons qualified to serve as trial jurors under existing laws.

In my judgment, that jury was as free from prejudice against the defendants, either personally or as representatives of any class in this community, as to my knowledge were the Court, my assistants and myself. No other feeling pervaded that Tribunal but one of deep regret that the prisoners, from an ignorance of the cardinal principles of American liberty, should have attempted to justify the transactions charged as criminal in the indictment.

But while I cannot recommend the pardon of the prisoners, there are some considerations which may influence you to commute their sentences to terms somewhat less than those imposed by the Court.

However much in any event I might desire to recommend len-

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ieney, I could not, in the exercise of my sworn duty to enforce the laws in this community, make such a suggestion to you so long as the Association of which the prisoners were members, and which has applied to you for their pardon, attempted to justify the acts for which they were condemned.

I determined, therefore, to ascertain definitely whether the applying organization intended to encourage such practices by its members hereafter, or whether as good citizens they would discountenance all violations of law and enjoin obedience to the same.

To that end, I held a conference with the representatives of the Central Labor Union to which these defendants belong and by which their respective families are being supported, and told them that I could make no recommendation of clemency unless assured that so far as their organization was concerned the peace of this community would not hereafter be disturbed by practices like those for which the prisoners were convicted.

I told them also that I could not believe that any body of citizens, engaged in honorable labor and interested in the maintenance of law would continue to sanction the commission of acts which by the Courts have been declared to be criminal.

I have received from these representatives an assurance

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that the law having been settled and acts like those for which the prisoners were convicted declared to be illegal, no such acts by other members of the Union would be sanctioned hereafter, but that a faithful obedience to the law would be enjoined by the Central Body upon its members.

Mr. Louis F. Post, of Counsel to the Central Labor Union, after conference with the law committee of the Union, has written me a letter in which he says that he has been directed by the committee to say to me that "there is no reason whatever to expect any intention of a violation of the law by Labor organizations; that the Central Labor Union has always been and is now opposed to demanding money or other property in settlement of labor disputes unless lawfully due and subject to collection by legal process, and that it is their own desire and purpose, as well as the desire and purpose of the Central Labor Union, to observe and respect the law in good faith, reserving their constitutional right to change it in a constitutional manner in such respects as may be objectionable; that there is no reason to apprehend any violations of law on the part of labor organizations, but also that to the best of their knowledge and in good faith existing laws would be observed."

With these frank assurances in my possession, I believe

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New York*

that the interests of this community will be promoted by the exercise in some degree of the clemency for which the associates of the prisoners are now appealing to you.

Any act which will help to convince laboring men that , while the law must at all hazards be maintained, yet its violation will be prosecuted without prejudice or passion, and that justice and mercy (in proper cases) may be obtained by them as by all other citizens in the tribunals of the State, must be a patriotic one .

And the authorities having been assured that no repetition of the acts committed by these defendants will be sanctioned by the organization to which they belong and whose rules they obey, I believe that that better feeling between employers and employed which is so earnestly desired by all good citizens, may be stimulated by the exercise of some clemency towards the unfortunate men whose fate has already illustrated the majesty of the law.

There are some other considerations arising from the cases themselves and from the character of the defendants which may assist you in granting some clemency to the prisoners.

There were many novel and theretofore undecided questions raised upon the trial. These were the first convictions in this State for this phase of the crime of extortion. There is strong

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ground for believing that the defendants had been instructed that the acts which they did were not unlawful, and that they did not think when they committed them that they were violating the law. The defendants did not reap any direct personal advantage from the commission of the offence, the money which they obtained having been turned over by them to the organization which they represented.

Again, the prisoners do not belong to the criminal class and are not habitual offenders against the law. On the contrary, they appear to have been industrious and reputable members of the community. Some, if not all of them, are heads of families who are left to rely upon the charity of friends.

In view of all the foregoing considerations, I recommend such commutation of the sentences of the prisoners as you in your wisdom may deem just and proper.

I make this recommendation with the greater confidence because the learned Justice who presided at the trials, in his communication to you touching these cases, expressed a willingness to make the same recommendation when assured that the prisoners and the organization to which they belong intended in good faith to submit

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to the laws as declared by the Court, and in the future to discour-
tenance like violations of it.

With great respect,

Your obedient servant,

Randolph B. Martine

District Attorney.

Boycott! Boycott! Boycott!

An alle Union-Leute, "Knights of Labor" und das
Publikum im Allgemeinen:

Boycottet G. Theiss' Alhambra Court,
134 und 136 Ost 14. Strasse,
und seine Concert-Halle, West 14. Str., nahe 6. Ave.

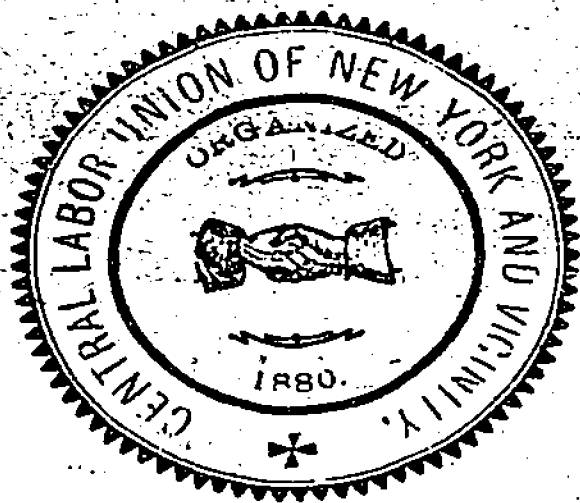
Er ist ein Feind der organisierten Arbeit. Er muß auch geboycottet werden, weil er in seinem Streit mit dem Comité der "Central Labor Union" sich weigerte, die Sache einem Schiedsgericht zur Entscheidung anheimzustellen, und noch dazu sich solcher Ausdrücke bediente, die schmutzig, obscön und eines Mannes von Ehre unwürdig waren. Wir erwarten, daß Handelsleute und ihre Familien, die sich von der arbeitenden Klasse ernähren, dem Herrn Theiss gehörenden Concert-Garten ihren Zuspruch entziehen, und ein jeder Freund der organisierten Arbeit wird es sich zur Pflicht machen, keine Waare in einem Store zu kaufen, dessen Besitzer, oder die Familie desselben, ihr Geld zum Nutzen des Herrn Theiss ausgeben, indem sie sein Lokal besuchen.

Die Gründe des Boycotts sind:

Ein Mitglied des Karl Sahn Clubs forderte von Albert Eschert, dem Dirigenten, seinen Union Lohn, und er wurde in Kenntniß gesetzt, daß mit nächster Woche sein Engagement aufhöre.

Ein anderes Mitglied des Orchesters erhielt von einem Comité des Karl Sahn Clubs den Auftrag, gedruckte Anzeigen zu einer Versammlung des Karl Sahn Clubs zu vertheilen, und als Albert Eschert, der Dirigent, von der Handlung besagten Mitgliedes Kenntniß nahm, wurde dasselbe von ihm sofort entlassen.

Ein Comité der "Kellner Union No. 1" sprach bei Herrn Theiss mehrere Mal vor, um ihn zur Abschaffung des Prozentesystems, das in seinem Concert-Salon im Anbendung kommt, zu bewegen. Er verweigerte dieses Verlangen rundweg und dann gab er einem unserer Angehörigen seine Entlassung. Besagter Kellner wollte den Grund wissen, warum er entlassen worden, und es wurde ihm bedeutet, daß er zur "Central Labor Union" gehen könne, die nur aus Dieben und Bettlern bestehe, und dort sollte er nachfragen, warum er entlassen worden.



Boycott Committee C. L. U.,
Carl Sahn Club,
Kellner Union No. 1,
Bartenders' Union No. 1.

St. Meyer

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Boycott! Boycott!

BOYCOTT!

To all Unionists, Knights of Labor and the Public in General:

BOYCOTT

Mr. G. Theiss' Alhambra Court,

134--136 East Fourteenth St.,

And his Concert place, West Fourteenth St., near Sixth Avenue.

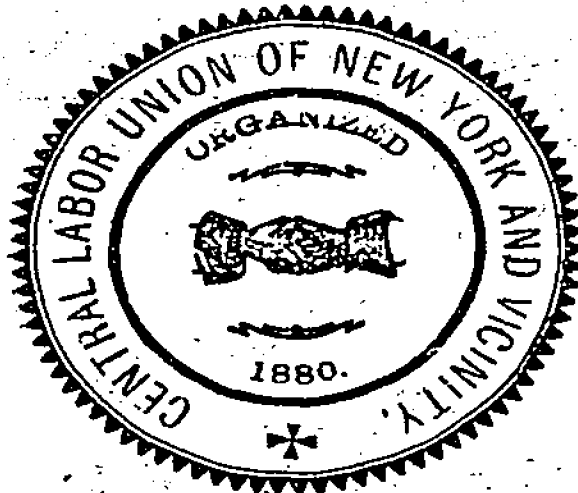
He is a foe to Organized Labor. Also for refusing to arbitrate with the Committee of the Central Labor Union, and grossly insulting the same by using obscene language, unbecoming a man. We expect from every tradesman and storekeeper and their families, who earn their living from the working people, not to patronize the Concert Gardens owned by Mr. Theiss, and it will be the duty of every friend of Organized Labor not to buy goods at any store, the occupants of which, or their families, continue to spend their money for the benefit of Mr. Theiss by visiting his places.

The reasons for the Boycott are:

A member of Carl Sahn Club, demanding his Union price from Albert Eschert, the leader, was told that his time was up next week.

Another member of the orchestra was instructed by a committee of the Carl Sahn Club to distribute notices for a meeting of the Club, and as soon as Albert Eschert, the leader, saw such action of said member, he was immediately discharged.

A committee of Waiters' Union No. 1 waited upon Mr. Theiss several times trying to have him abolish the percentage system existing in his concert places. He positively refused to do so. Then he discharged one of our men. Said waiter asked for the reasons of his discharge. He was told to go to the Central Labor Union, which consisted of nothing but thieves and beggars, and find out why he was dismissed.



Boycott Committee C. L. U.,

Carl Sahn Club,

Waiters' Union No. 1,

Bartenders' Union No. 1.

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Paul W. Dwyer, Michael
O'Searney, Michael Skolch,
A. Rosenberg, Hans
Waldorf, Max Dandauer
and Charles H. Beadler

The Grand Jury of the City and County of New York, by this indictment, accuse

Paul W. Dwyer, Michael O'Searney, Michael
Skolch, A. Rosenberg, Hans Waldorf,
Max Dandauer and Charles H. Beadler
of the CRIME OF Extortion, —

committed as follows:

The said

Paul W. Dwyer, Michael O'Searney,
Michael Skolch, A. Rosenberg, Hans Waldorf,
Max Dandauer and Charles H. Beadler,

late of the 3rd Ward of the City of New York, in the County of New York afore-

said, on the 12th day of March, in the year of our Lord

one thousand eight hundred and eighty- five, at the Ward, City and County aforesaid,

with force and arms, did feloniously
and unlawfully detain from one George
Schwartz, who was then and there
lawfully carrying on business in
the said City, with his consent,
a certain written instrument, being
an order for the payment of money
of the kind commonly called bank
cheques, and being then and there
wholly unsatisfied, for the payment
of, and of the value of one thousand
dollars, and the sum of one thou-
sand dollars in money, lawful
money of the United States and
of the value of one thousand dollars,

of the personal property of the said
George Harris, and consent being
then and there by them the said
Paul Widgig, Michael O'Searney, Michael
Shah, A. Rosenbergs, Hans Stodolsky,
Max Dambrauer and Charles H. Beadler,
induced by a wrongful use of force on
the part of him the said George Harris,
and such fear being then and there by
them the said Paul Widgig, Michael O'Searney,
Michael Shah, A. Rosenbergs, Hans Stodolsky, Max Dam-
brauer and Charles H. Beadler, induced by a threat
then and there by them made to the
said George Harris, to do an unlaw-
ful injury to his property, that is
to say, to injure and destroy the
said business of him the said George
Harris, and prevent and hinder him
from carrying on the same; 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

Handwritten: R. B. Martin

District Attorney

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BOX:

217

FOLDER:

2145

DESCRIPTION:

Wood, Charles

DATE:

04/08/86



2145

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Witnesses:

Counsel, *E. M. Prid*
Filed *8* day of *April* 188*6*
Pleads *Not Guilty*

THE PEOPLE

vs.

Charles Wood

MISDEMEANOR.

RANDOLPH B. MARTINE,

District Attorney.

Partly April 20/87
Pleads Guilty
A True Bill.

J. H. Brown

Foreman.

For \$100 PD
J. H. Brown

**POOR QUALITY
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E. G. LOVE, PH. D.,
Analytical and Consulting Chemist,
122 BOWERY,

New York, Mch 27th 1886

CERTIFICATE OF ANALYSIS.

SAMPLE OF BUTTER.

157°
Marked, No. 679. Charles Wood, 542 8th Ave. N.Y. Mch 24th '86
Received from B. F. Van Valkenburgh per James Lynch
on Mch 21th 1886.

THE SAMPLE CONTAINS:

WATER, - - - -	7.8%
ANIMAL AND BUTTER FAT, -	90.08%
CURD, - - - -	0.23%
SALT, - - - -	1.89%

ANALYSIS OF THE FAT:

INSOLUBLE FATTY ACIDS, -	94.70%
SOLUBLE " " -	1.51%
SPECIFIC GRAVITY OF THE FAT AT 100° F., - - -	0.9052

This sample is composed mainly of animal fat, and was not produced from unadulterated milk, or cream from the same. It was not produced from milk or cream alone. It contains coloring matter, whereby it is made to resemble butter, the product of the dairy; and it is in imitation and semblance of butter, produced from pure unadulterated milk or cream from the same. This sample contains about 10% of butter.

Respectfully yours,

E. G. Love Ph. D.

Mr. B. F. Van Valkenburgh

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

On the twenty-seventh day of March in the year
one thousand eight hundred and eighty-six
E. G. Love before me personally came
to me known, and known to me to be the individual
described in, and who executed the foregoing instrument, and
acknowledged that he executed the same.

Joseph H. Ketchum
Notary Public
(N.Y.) N.Y.C.

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City and County of New York
James Lynch
being duly sworn says:
I keep a grocery store
at 234 West 35th Street
New York City. On March
16th 1886 I saw Charles
Wood at his store
542 1st Avenue
New York City and he
then and there sold to
me one tub containing
about 35 pounds of a
yellow substance which
he represented to me to be
butter the product of the
dairy and for which I
promised to pay him
Charles Wood twenty five
cents per pound and the
said substance was de-
livered by said Wood to
me on the said day
and received by me

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on the free belief, that
the substance sold
to me by said word
was butter. and
which said substance
was sold to me by
said word as butter.
And said substance and
from before me
this 2nd day of March 1886

said tub
was the same
from which a

sample was taken
March 24th 1886 and
placed in a bottle and
sealed and delivered
by me and W. H. Meeten
to E. G. Love ^{Chairman}
for analysis.

James Agnew

Solicitor

Wm. A. Auld

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STATE OF NEW YORK,

County of New York

ss.:

350 Washington Street

William H. Wood being duly sworn, deposes and says:
That he resides in the City of New York in the County of
New York and State of New York, and is 34 years of age,
and is an Expert, appointed by Josiah K. Brown, New York State Dairy Commissioner;
That on the 16th day of March, 1886, in the
store occupied by him, No. 542 8th Avenue street, in the City
of New York in the County of New York
and State of New York, one Charles Wood, against the

form and statutes in such cases made and provided, and in violation thereof, and against the peace of the
people of the State of New York, had in his possession, with intent to sell the same for Butter made from unadul-
terated Milk or Cream, a number of pounds of a substance, product, manufacture and compound, which was not
Butter made from unadulterated Milk or Cream, but had been made by manufacturing, mixing and compounding with
and adding to a small quantity and proportion of natural Milk, Cream or Butter a large quantity and proportion of
animal fats, or animal or vegetable oils, and was a manufactured oleaginous substance not produced from Milk or
Cream; that it had been and was colored with some coloring matter whereby the same was made to resemble Butter,
the product of the Dairy, and was so colored thereby, in semblance of and resembled Butter, and did resemble Butter,
the product of the Dairy; that the said Charles Wood
offered said substance, product, manufacture and compound for sale as and for
Butter made from unadulterated Milk or Cream at such time and place, with intent to sell the same as and for Butter
made from unadulterated Milk or Cream, and did sell some considerable portion thereof, to wit, fifty
five pounds as and for Butter, the product of the Dairy, and represented the same to be Butter at such time
and place; that the said substance, product and compound was not natural Butter produced from pure unadulterated
Milk, or Cream of the same, and was not Butter, the product of the Dairy, and was not made exclusively from Milk or
Cream, or both; that it contained some substance for the purpose and with the effect of imparting thereto a color
resembling that of yellow Butter, and was in imitation and semblance of natural Butter produced from
pure unadulterated Milk or Cream of the same, and was colored by some substance to resemble yellow
Butter, and was in semblance of natural Butter; that the same was a substance known as Oleomargarine; that it had
been made, manufactured and rendered out of some animal fat, or animal or vegetable oils, not produced
from unadulterated Milk, or Cream of the same, in imitation and semblance of natural Butter, produced from pure un-
adulterated Milk, or Cream of the same, by mixing, compounding with and adding to a small quantity of Milk, Cream
or Butter, a large quantity and proportion of some animal fats or animal or vegetable oils not produced from Milk or
Cream, with design and intent to render, make and produce an article, substance and human food in imitation and
semblance of natural Butter.

That the tubs in which the same was contained did not have the words "Oleomargarine Butter"
upon the top or side thereof, and such words were not burned in or painted thereon with permanent
black paint, in a straight line not less than one half inch in length, where deponent could see such brand;
that no printed label, bearing the words "Oleomargarine Butter" was delivered therewith to the purchaser thereof

Deponent further says that on said 16th day of March 1886

as deponent is informed by James Lynch
and really believes to be true the
fact James Lynch went to the
store of Charles Wood No 542
Eighth Avenue New York City
and told said Wood that he

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Lynch wanted to buy some
butter that said Ford showed
said Lynch a tub containing about
35 pounds of a yellow substance
which said Ford represented
to said Lynch to be butter
and said Ford sold the
same to said Lynch for
twenty five cents per pound
and thereafter and on the same
day delivered the same to said
Lynch with a bill of the
same: that said substance was Oleomargarine

that, as deponent believes and charges, the said Charles Ford at the time
of so offering and selling the same, well knew that it was Oleomargarine, and had been manufactured and colored as
hereinbefore stated; that he did not tell deponent at any time that the said Oleomargarine so sold to deponent was not
Butter, the product of the Dairy; that deponent saw the tub in which the said Oleomargarine was contained, and no
printed label bearing the words "Oleomargarine Butter," was delivered by said Charles Ford
to deponent with the Oleomargarine sold to him; that on
March 24 1886, deponent delivered a sample of such Oleomargarine, so
purchased by him as aforesaid, to Edward G. Lane a chemist of
the city of New York N. Y., and caused the same to be analyzed by
such chemist, as shown by the annexed certificate of such chemist.

Wherefore, deponent prays that a warrant may issue for the arrest of the said Charles

Ford and that he may be dealt with as the law directs.

Sworn to before me this

day of

April 1886

William W. Meeteer

Police Justice.

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Sec. 198-200.

CITY AND COUNTY OF NEW YORK, { ss

Paul District Police Court.

Charles Wood 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 *Charles Wood*

Question How old are you?

Answer *Thirty two years*

Question Where were you born?

Answer *New York State*

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

Answer *140 W 110th Two years*

Question What is your business or profession?

Answer *Butter business*

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 not guilty and
waive examination and
demand a jury trial.
C Wood*

Taken before me this

day of

April

1888

W. H. Wood
Police Justice.

POOR QUALITY
ORIGINAL

0571

Sec. 151.

Police Court 2 District.

CITY AND COUNTY }
OF NEW YORK, } ss.

In the name of the People of the State of New York; To the Sheriff of the County 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 William W. Meeter of No. 350 Washington Street, that on the 10 day of March 1886 at the City of New York, in the County of New York, one Charles Wood, did at premises No. 542, 8th Avenue, sell to one James Lynch, a tub containing about fifty five pounds of Oleomargarine, for butter made from pure cream. in violation of Chapter 183, Laws of 1885.

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 2 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 2 day of April 1886
Wm W. Meeter
POLICE JUSTICE.

Police Court 2 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Wm W. Meeter

vs

Charles Wood

Warrant-General.

Dated April 3 1886

Wm W. Meeter
Magistrate.

Wm W. Meeter
Officer.

The Defendant Charles Wood taken, and brought before the Magistrate, to answer the within charge, pursuant to the command contained in this Warrant.

Wm W. Meeter
Officer.

Dated April 3 1886

This Warrant may be executed on Sunday or at night.

Police Justice.

REMARKS.

Time of Arrest, April 3, 1886

Native of W. I.

Age, 32

Sex, Male

Complexion, White

Color, White

Profession, Butcher

Married, No

Single, No

Read, No

Write, No

140: 110...

0572

Dated 188 *Police Justice.*

POOR QUALITY
ORIGINAL

0573

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
against

Charles Wood

The Grand Jury of the City and County of New York, by this indictment, accuse

Charles Wood

(Chap. 458, Laws of 1885, § 8.) of a Misdemeanor, committed as follows:

The said *Charles Wood*,

late of the City of New York, in the County of New York aforesaid, on the *nineteenth* day of *March*, in the year of our Lord one thousand eight hundred and eighty-*six*, at the City and County aforesaid, *forty five pounds* of a certain oleaginous substance and compound, not made nor produced from milk or cream (a more particular description of which said substance and compound, and of the ingredients and matters of which the same was made and produced, is to the Grand Jury aforesaid unknown, and cannot now be given), unlawfully did sell, and cause and procure to be sold to one *James Sugden*, for butter, the product of the dairy; against the form of the statute in such case made and provided, and against the peace and dignity of the said people.

SECOND COUNT: (Chap. 246, Laws of 1882, § 1.)

And the Grand Jury aforesaid, by this indictment further accuse the said

Charles Wood

of a Misdemeanor, committed as follows:

The said *Charles Wood*,

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the City and County aforesaid, did unlawfully sell and cause and procure to be sold, at retail, to one *James Sugden*, *forty five pounds* of a certain substance, not butter, commonly called oleomargarine, and did then and there falsely represent the same to the said *James Sugden*,

to be butter; against the form of the statute in such case made and provided, and against the peace and dignity of the said people.

**POOR QUALITY
ORIGINAL**

0574

THIRD COUNT: (Section 430, Penal Code.)

And the Grand Jury aforesaid, by this indictment further accuse the said

Charles Wood

of a Misdemeanor, committed as follows:

The said

Charles Wood

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the City and County aforesaid, did unlawfully sell, and cause and procure to be sold, to one

James S. S. S., as an article of food *55 pounds* of a certain substance in imitation of a certain article of food, to wit: butter, without disclosing such imitation by a suitable and plainly visible mark or brand; against the form of the statute in such case made and provided, and against the peace and dignity of the said people.

FOURTH COUNT: (Chap. 238, Laws of 1882, § 3.)

And the Grand Jury aforesaid, by this indictment further accuse the said

Charles Wood

of a Misdemeanor, committed as follows:

The said

Charles Wood

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the City and County aforesaid, a certain *55 pounds* parcel containing of a certain article and substance in semblance of butter, not the legitimate product of the dairy, and not made exclusively of milk or cream, but into which divers oils and fats not produced from milk or cream, entered as component parts (a more particular description of which said article and substance is to the Grand Jury aforesaid unknown, and cannot now be given), the same being then and there an article and substance required by law, in case of ~~retail sales in~~ *parcels*, to be sold from a tub, ~~tin, box or package~~ *55 pounds*, distinctly and durably stamped, branded or marked upon the top and side with the words "Oleomargarine Butter" only, where it could be plainly seen, in Roman letters, burned in or painted thereon with permanent black paint in a straight line, and not less than one-half inch in length, and ~~whereby the seller was then~~ *and there required by law, to deliver to the purchaser, a printed label, bearing the plainly printed words "Oleomargarine Butter" only, in Roman letters not less than one-half inch in length, in a straight line,* unlawfully did then and there sell and cause and procure to be sold at retail to one *James S. S. S.*, the said *55 pounds* parcel containing the said article and substance ~~from a certain~~ *which was not then and there stamped, branded or marked as aforesaid, and did then and there unlawfully omit to deliver therewith to the said* a label of the kind and description aforesaid, against the form of the statute in such case made and provided, and against the peace and dignity of the said people.

**POOR QUALITY
ORIGINAL**

0575

FIFTH COUNT: (Chap. 215, Laws 1882, § 2.)

And the Grand Jury aforesaid, by this indictment further accuse the said

Charles Wood

of a Misdemeanor, committed as follows:

The said *Charles Wood*,

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the City and County aforesaid, did unlawfully sell and cause and procure to be sold to one

James Sugden, 707 1/2 Pine Street

of a certain article and substance in semblance of natural butter, and known as oleomargarine or imitation butter, the same not being the legitimate product of the dairy, and not being made exclusively from milk or cream, or both, with salt or rennet, or both, with or without coloring matter or sage, but into which divers oils, and animal and other fats, not produced from milk or cream, had been introduced (a more particular description of which said article and substance is to the Grand Jury aforesaid unknown, and cannot now be given), against the form of the statute in such case made and provided, and against the peace and dignity of the said people.

SIXTH COUNT: (Chap. 458, Laws of 1885, § 2.)

And the Grand Jury aforesaid, by this indictment further accuse the said

Charles Wood

of a Misdemeanor, committed as follows:

The said *Charles Wood*,

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the City and County aforesaid, did unlawfully sell and cause and procure to be sold to one

James Sugden, 707 1/2 Pine Street

of a certain article, substance and compound in imitation and semblance of, and designed to take the place of natural butter produced from pure, unadulterated milk, or cream of the same the said article, substance and compound, so sold as aforesaid, being rendered and manufactured out of divers animal fats and oils not produced from unadulterated milk, or cream from the same, the said article, substance and compound not being manufactured or in process of manufacture on the ^{30th} ~~thirteenth~~ day of April, in the year of our Lord one thousand eight hundred and eighty-five (a more particular description of which said article, substance and compound, is to the Grand Jury aforesaid unknown, and cannot now be given), against the form of the statute in such case made and provided, and against the peace and dignity of the said people.

RANDOLPH B. MARTINE,

District Attorney.

0576

BOX:

217

FOLDER:

2145

DESCRIPTION:

Wood, Joseph

DATE:

04/19/86



2145

POOR QUALITY
ORIGINAL

0577

No 134

Counsel,

Filed

day of

1886

Pleads

THE PEOPLE

vs.

R

Joseph Wood

H.D.

ASSAULT IN THE FIRST DEGREE, ETC.
(Sections 217 and 218, Penal Code).

RANDOLPH B. MARTINE,

District Attorney.
Pr. Apr 21/86
Ind. n. acquitted.

A True Bill.

J. M. Brown

Foreman.

Witnesses:

Wm. Coleman
Chas. Robbitt - Officer

POOR QUALITY
ORIGINAL

0578

CITY AND COUNTY } ss.
OF NEW YORK,

POLICE COURT, 5th DISTRICT.

Christopher Rabbeitt

of *the 2nd Precinct Police* Street, aged *37* years,
occupation *Police officer* being duly sworn deposes and says,
that on the *12* day of *April* 188*6*

at the City of New York, in the County of New York,

Larry Colson (nowhere)
is a Vicarious Witness for
the people of the State of New York
against *Joseph Wood* charged
with felonious assault.

Deponent fears that
Larry Colson will not appear to
testify when required, therefore
Deponent prays that he may be
committed to the name of *detention*
Christopher Rabbeitt

Sworn to before me, this
of *April*

188

12 day

John J. McNamee
Police Justice.

POOR QUALITY
ORIGINAL

0579

Police Court, _____ District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

AFFIDAVIT.

Dated _____ 188

Magistrate.

Officer.

Witness, _____

Disposition, *Car House*
of detection

POOR QUALITY
ORIGINAL

0580

Police Court—5th District.

CITY AND COUNTY
OF NEW YORK, } ss.

of No.

Lery Colson Apr 22
Morris dock Street,

being duly sworn, deposes and says, that

on Sunday the 11 day of April

in the year 1886 at the City of New York, in the County of New York,

he was violently and feloniously ASSAULTED and BEATEN by

Joseph Wood (nowhere)

who cut upon me three several

Cuts in the face with a Razor

he held in his hand

with the felonious intent to take the life of deponent, or to do him grievous bodily harm; and without any justification on the part of the said assailant :

Wherefore this deponent prays that the said assailant may be apprehended and bound to answer for the above assault, etc., and be dealt with according to law.

Sworn to before me, this 12 day
of April 1886.

Lery Colson

J. H. Gorman POLICE JUSTICE.

POOR QUALITY
ORIGINAL

0581

Sec. 198-200.

5

District Police Court.

CITY AND COUNTY OF NEW YORK, } ss

Joseph Wood 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

Joseph Wood.

Question How old are you?

Answer

18 years

Question. Where were you born?

Answer.

Pittsburgh Penn.

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

Answer.

Morris dock Brooklyn,

Question What is your business or profession?

Answer.

Cook

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 not guilty

Joseph Wood
Witness

Taken before me this

12

day of

April
1886

John J. Brown

Police Justice.

POOR QUALITY
ORIGINAL

0502

BAILED,
No. 1, by _____
Residence _____
Street _____
No. 2, by _____
Residence _____
Street _____
No. 3, by _____
Residence _____
Street _____
No. 4, by _____
Residence _____
Street _____

Police Court 5 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

King Coleman

Joseph Wood

2
3
4

Offence

Fel. assault & battery

Dated

April 12 1886

Magistrate

Chief Clerk

Officer

2nd Precinct.

Witnesses

King Coleman

Attorney of District

Street

in District of New York

No.

Street

No.

\$

1500

to answer

Street

Chief Clerk

It appearing to me by the within depositions and statements that the crime therein mentioned has been committed, and that there is sufficient cause to believe the within named _____

Joseph Wood

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of Fifty Hundred Dollars, and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated April 12 1886 John F. Kernan Police Justice.

I have admitted the above-named _____

to bail to answer by the undertaking hereto annexed.

Dated _____ 188 _____ Police Justice.

There being no sufficient cause to believe the within named _____

guilty of the offence within mentioned, I order he to be discharged.

Dated _____ 188 _____ Police Justice.

POOR QUALITY
ORIGINAL

0583

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Joseph Wood

The Grand Jury of the City and County of New York, by this indictment, accuse

Joseph Wood

of the CRIME OF ASSAULT IN THE FIRST DEGREE, committed as follows:

The said *Joseph Wood*,

late of the City of New York, in the County of New York aforesaid, on the *seventh* day of *April*, — in the year of our Lord one thousand eight hundred and eighty-*nine*, with force of arms, at the City and County aforesaid, in and upon the body of one *Samuel Adams*, — in the peace of the said People then and there being, feloniously did make an assault and *injure* the said *Samuel Adams*, — with a certain *knife* —

which the said *Joseph Wood* — in *his* right hand then and there had and held, the same being a deadly and dangerous weapon, wilfully and feloniously did beat, strike, *stab*, cut and wound

with intent *injure* the said *Samuel Adams* — thereby then and there feloniously and wilfully to kill, 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.

SECOND COUNT:

And the Grand Jury aforesaid, by this indictment, further accuse the said

Joseph Wood —

of the CRIME OF ASSAULT IN THE SECOND DEGREE, committed as follows:

The said *Joseph Wood*,

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the City and County aforesaid, with force and arms, in and upon the body of one *Samuel Adams* — in the peace of the said People then and there being, feloniously did wilfully and wrongfully make an assault, and *injure* the said

Samuel Adams, — with a certain *knife* —

which *he* the said *Joseph Wood* — in *his* — right hand then and there had and held, the same being an *instrument* likely to produce grievous bodily harm, then and there feloniously did wilfully and wrongfully beat, strike, *stab*, cut and wound, 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.

Samuel Adams
Attorney

0584

BOX:

217

FOLDER:

2145

DESCRIPTION:

Wood, Mary

DATE:

04/22/86



2145

POOR QUALITY
ORIGINAL

0585

Witnesses:

Jacques A. Carpentier

J. W. Campbell - Officer

No. 197
Bernard J. Hanney

Counsel,

107 E. 57

Filed 22 day of April 1886

Pleaded *Chargue*

THE PEOPLE

vs.

Mary Wood

May 7th.

Speed & Forfeited.

Pen 64 sec.

RANDOLPH B. MARTINE,

District Attorney.

Dr. Apr 24/86
Indict 17 pay dis. pro. 96.

A True Bill.

W. H. Brown

W. H. Brown

Foreman.

Indict 17 pay dis. pro. 96.

Grand Larceny in the
(MONIE)
(Sec. 528 and 530, Penal Code.)

POOR QUALITY
ORIGINAL

0586

Police Court—4 District.

Affidavit—Larceny.

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

of No. 315 East 57 Street, aged 33 years,
occupation carpenter being duly sworn

deposes and says, that on the 18 day of April 1888 (at the City of New
York, in the County of New York, was feloniously taken, stolen and carried away from the possession
of deponent, in the night time, the following property viz :

Ninety dollars good money

the property of Cyprien

and that this deponent
has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen,
and carried away by Mary Wood (now here)
from the fact that on said
date deponent was in the
company of said Wood
that he promised said money
from his pocket and immediately
thereafter discovered it in the
possession of said Wood
and took the same from her

J. A. Carpenter

Sworn to before me, this

of

day

1888

Charles J. Smith
Police Justice.

POOR QUALITY
ORIGINAL

0587

Sec. 198-200.

✓ District Police Court.

CITY AND COUNTY { ss
OF NEW YORK,

Mary Wood being duly examined before the under-
signed, according to law, on the annexed charge: and being informed that it is *h* *e* right to
make a statement in relation to the charge against *h* *e*; that the statement is designed to
enable *h* *e* if *h* *e* see fit to answer the charge and explain the facts alleged against *h* *e*
that *h* *e* is at liberty to waive making a statement, and that *h* *e* waiver cannot be used
against *h* *e* on the trial.

Question What is your name?

Answer.

Mary Wood

Question. How old are you?

Answer

40 years

Question. Where were you born?

Answer.

MS

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

Answer.

284 E 26th St. 1 week

Question What is your business or profession?

Answer.

Servant

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 not guilty
Mary Wood

Taken before me this *1*

day of *March* 188*8*

John J. Smith

Police Justice.

POOR QUALITY
ORIGINAL

0588

BAILED,
No. 1, by _____
Residence _____ Street _____
No. 2, by _____
Residence _____ Street _____
No. 3, by _____
Residence _____ Street _____
No. 4, by _____
Residence _____ Street _____

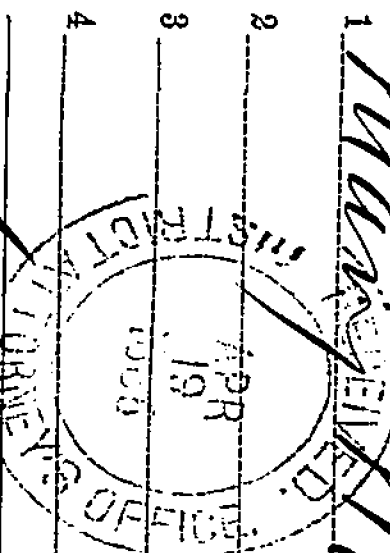
Police Court

District

THE PEOPLE, &c.,

ON THE COMPLAINT OF

James McLaughlin
2nd B. B. Hall



Offence *Harboring from the person*

Dated

April 18 1886

Magistrate

Officer

21 Precinct

Witnesses

No. _____

Street

No. _____

Street

No. _____

Street

\$ _____

to answer

Apr

It appearing to me by the within depositions and statements that the crime therein mentioned has been committed, and that there is sufficient cause to believe the within named *defendant*

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of *Two* Hundred Dollars, and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated

April 18 1886

Police Justice.

I have admitted the above-named _____

to bail to answer by the undertaking hereto annexed.

Dated

188

Police Justice.

There being no sufficient cause to believe the within named _____

guilty of the offence within mentioned, I order he to be discharged.

Dated

188

Police Justice.

The People vs. Mary Wood } Court of General Sessions. Part I
Before Judge Cowing. May 5. 1886
Indictment for grand larceny.

Jacques A. Carpentier sworn. I live 215 East Fifty Seventh St. and was in the city of New York on the 18th of April in the night time. I saw the defendant five minutes past twelve about Thirty Sixth or Thirty Seventh Sts. on the West side of Third Avenue; she accosted me first; she said she was broke up and wanted a glass of beer; she said, "There are you going, my darling?" She took me to the next corner and I gave her a drink; she went to one place and found the door closed and she went to another place on the next corner; she took whiskey and I took a glass of beer. I was at the bar and she stood at the door; she asked me to go down the street after that and I went down about a block and a half; she wanted me to go in a hall with her and I would not. After I refused to go I found my money was missing, which I had in my left pocket; it was eight ten dollar bills and two fives. When I took it from her hand I did not say anything to her. When I found my money was gone we stood on the middle of the block and I said, "we must go and take another beer. I did not want to let her go." She said, we must go in the hall. I said, No, I will not. I made

a little noise and two or three ladies came to the window to look. She said she dropped her handkerchief and instead of a handkerchief it was a pair of children's roller skates; she had a roll of bills in her hand. I ran to the Third Ave. to get a policeman. I did not give her the money; she took it from my person. I told the Captain of police I wanted my money, I had nothing to do with the woman. The Captain said, "You cannot get your money. I know this woman four or five years. I did not have sexual intercourse with her that night and never did. I never saw her before that night to my knowledge. The Capt said he would have to arrest her. Cross Examined. I have lived in this city five years. I am a chemist and druggist. My place of business is on the south west corner of 123rd street and Eighth Ave. It is not open yet on account of this case. I have two stores in France. I was coming from Fourteenth St. an oyster place, when I met the prisoner. I came from the City Hall to Fourteenth St. She tried both doors of the saloon and they were closed. I was standing alongside of her at the time. I did not move; she said she knew where she could find a place open. I did not go into any small room with her. I went to the bar; she told me she wanted whiskey and I took a glass of beer.

I did not go into the vestibule of a private house with her. We were at the police station a quarter past twelve. It is not a fact that I went into a hallway with this woman. I did not have sexual connection with this woman in the vestibule of a private house. I noticed my money was gone when I was on Thirty Seventh St. but I did not say a word to the prisoner about it; she wanted me to go in a private hallway but I would not do it. I was making very much noise at the time. This case was tried once before there was an India rubber band on the bills. I paid 15 cents for the drinks. I never saw the woman before in my life. I am not a married man. My sister lives with me in Fifty Seventh St.

Mary Wood, sworn and examined in her own behalf testified. I live 284 Sixth Avenue; on the night in question I met the complainant on Third Avenue. I should think it was a quarter of twelve o'clock; it could not have been more than half past eleven when we got to the station house; the complainant spoke first that evening and said, "Good evening; we went down the street together and walked towards Lexington Ave and then he asked me to have a drink, that he would treat me. We came down to a liquor store on the other side of the way and it was closed and we went to another one and it

was open. I stood by the door and he went to the bar; he brought me out a glass of liquor and he drank beer. We walked down the street, I could not tell how far, but I think it was more than half a block. We went across the way and went into a vestibule. I don't know whether it was a private house or a tenement house. He closed the door, and he had conversation with me there. He thought he heard somebody coming and I did too, but nobody was coming. He went out and he wanted me to go back; he tore my cloak in pulling me back. Then we got in I stepped on something. I went to stoop to pick it up and he stooped and picked it up himself. It was roller skate. He walked quickly up the street and I after him, not knowing anything about the money; he walked on until he met a policeman somewhere up Third Avenue. The policeman asked us to go to the station house, and the first I knew about the money was when he took it out of his pocket, put it down on the desk and said I wanted to steal it from him. I never stole anything in my life I had only eight cents of money in my possession that night. I did not steal his money and did not see it. The jury rendered a verdict of guilty of grand larceny in the first degree.

**POOR QUALITY
ORIGINAL**

0593

Testimony in the
case of
Mary Wood

filed

April
1886.

POOR QUALITY
ORIGINAL

0594

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Mary Wood

The Grand Jury of the City and County of New York, by this indictment accuse

of the crime of GRAND LARCENY IN THE

DEGREE, committed as follows:

The said *Mary Wood*,

late of the First Ward of the City of New York, in the County of New York, aforesaid, on the *sixteenth* day of *April*, — in the year of our Lord one thousand eight hundred and eighty-*six* at the Ward, City and County aforesaid, with force and arms, in the *night* — time of the same day, *four* — promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of twenty dollars, and of the value of twenty dollars *each*; *nine* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of ten dollars, and of the value of ten dollars *each*; *twelve* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of five dollars, and of the value of five dollars *each*; *thirteen* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of two dollars, and of the value of two dollars *each*; *thirty* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of one dollar, and of the value of one dollar *each*; *four* promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of twenty dollars *each*; *nine* promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of ten dollars *each*; *twelve* promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of five dollars *each*; and divers coins, of a number, kind and denomination to the Grand Jury aforesaid unknown, of the value of *ten dollars*,

of the proper moneys, goods, chattels, and personal property of one *Jacques A. Ranzanier*, on the person of the said *Jacques A. Ranzanier*, then and there being found, from the person of the said *Jacques A. Ranzanier*, then and there feloniously did steal, take and carry away, 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.

RANDOLPH B. MARTINE,

District Attorney.