

0748

**BOX:**

482

**FOLDER:**

4406

**DESCRIPTION:**

Smith, Susan

**DATE:**

05/24/92



4406

0749

Witnesses:

Counsel,

Filed

24<sup>th</sup> day of May

1892

Pleads,

Wm. H. Smith

THE PEOPLE

vs.

Susan Smith

Grand Larceny, Second Degree. [Sections 528, 537, Penal Code]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Lu-luis Catlin Foreman.  
Sworn to - June 1<sup>st</sup> 1892  
Sworn and Acquitted

0750

(1895)

Police Court— 3 District.

Affidavit—Larceny.

City and County }  
of New York, } ss.

Mannie Doral

of No. 605 W. 46th Street, aged 16 years,  
occupation Domestic being duly sworn,

deposes and says, that on the 12th day of May 1892 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 Day time, the following property, viz:

Good and lawful money of the United States to the amount and value of One hundred Dollars (\$100.)

the property of deponent

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 Susan Smith (numbered from the fact that the said deponent and deponent were both domestics in the employ of S. J. Lockings at no 851 Amsterdam Avenue. and roomed together in said premises. and about the 1st day of May 1892 deponent handed the defendant a roll of money. and the defendant counted the money and telling deponent that there was one hundred dollars. handed the money back to deponent. when deponent placed the money in

of  
before the Justice of the Peace  
1892

Police Justice.

deponent's trunk in the presence of the deponent; said trunk being in the room occupied by the deponent and deponent. deponent kept the trunk locked until Thursday May 12<sup>th</sup>. when deponent unlocked the trunk and looked at the money and accidentally left the trunk unlocked and at about the hour of 12 o'clock on said 12<sup>th</sup> day of May the deponent suddenly left said premises and her work without notifying her employer or deponent. And the next time deponent went to her trunk, deponent discovered that said sum of money had been taken from said trunk. and, as no person other than deponent and the deponent knew that said sum of money was in said trunk, deponent charges her the deponent with feloniously taking and carrying away said sum of money

Sworn to before me this 21<sup>st</sup> day of May 1892  
 Municipal Court  
 Police Justice

0752

Sec. 198-200.

CITY AND COUNTY }  
OF NEW YORK, } ss:

51 District Police Court.

*Susan Smith*

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 sees 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. *Susan Smith*

Question. How old are you?

Answer. *Thirty Five*

Question. Where were you born?

Answer. *England*

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

Answer. *8 Ave bet 46 & 47 Sts - 1 week*

Question. What is your business or profession?

Answer. *Live out as 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*

*Susan Smith*

Taken before me this

day of

*May*

189

Police Justice.

0753

CITY AND COUNTY }  
OF NEW YORK. } ss.

POLICE COURT, 5 DISTRICT.

of Herb. Robert Matt  
26th Precinct Street, aged \_\_\_\_\_ years,  
occupation Detective being duly sworn, deposes and says  
that on the 20 day of May 1897

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

one Susan Smith, 1277th Ave, on complaint  
of William Dorr, for grand larceny  
stealing one hundred dollars in money.

Deponer further says that in the  
arrest for only just been made he  
has been unable to secure the attendance  
of the complainant and asks that the  
defendant be held a reasonable  
time to enable him to secure the  
attendance of said Dorr.

Robert B. Matt, Train & Hat.

Sworn to before me this \_\_\_\_\_ day

of \_\_\_\_\_ 1897

day

*[Handwritten signature]*

Police Justice.

0754

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 Smith*

guilty thereof, I order that he be held to answer the same, and he be admitted to bail in the sum of Five 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, May 21 1892 *John W. ...* Police Justice.

I have admitted the above-named to bail to answer by the undertaking hereto annexed.

Dated, \_\_\_\_\_ 189 \_\_\_\_\_ Police Justice.

There being no sufficient cause to believe the within named guilty of the offense within mentioned, I order he to be discharged.

Dated, \_\_\_\_\_ 189 \_\_\_\_\_ Police Justice.

0759

613

1894

Police Court--- District

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Minnie Bond  
1083 No. 416 St.  
Susan Bond

2  
3  
4

Alley "felony"  
Expense

BAILED,

No. 1, by \_\_\_\_\_

Residence \_\_\_\_\_ Street.

No. 2, by \_\_\_\_\_

Residence \_\_\_\_\_ Street.

No. 3, by \_\_\_\_\_

Residence \_\_\_\_\_ Street.

No. 4, by \_\_\_\_\_

Residence \_\_\_\_\_ Street.

Dated, May 21 1894

Welde Magistrate.

Witt Officer.

46 Precinct.

Witnesses \_\_\_\_\_

No. \_\_\_\_\_ Street.

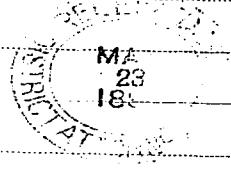
No. \_\_\_\_\_ Street.

No. \_\_\_\_\_ Street.

No. \_\_\_\_\_ Street.

\$ 1000 to answer

\_\_\_\_\_



0756

COURT OF GENERAL SESSIONS OF THE PEACE OF THE CITY AND COUNTY OF NEW YORK.

523

THE PEOPLE OF THE STATE OF NEW YORK,

against

Susan Smith

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK, by this indictment, accuse Susan Smith of the CRIME OF GRAND LARCENY IN THE second DEGREE, committed as follows:

The said

Susan Smith,

late of the City of New York in the County of New York aforesaid, on the 12th day of May in the year of our Lord one thousand eight hundred and ninety-two at the City and County aforesaid, with force and arms, in the day - time of said day, divers 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 a number and denomination to the Grand Jury aforesaid unknown, for the payment of and of the value of fifty

100.

dollars; divers other promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as Bank Notes), of a number and denomination to the Grand Jury aforesaid unknown, for the payment of and of the value of fifty

dollars; divers United States Silver Certificates, of a number and denomination to the Grand Jury aforesaid unknown, of the value of fifty

dollars; divers United States Gold Certificates, of a number and denomination to the Grand Jury aforesaid unknown, of the value of fifty

dollars; divers coins of a number, kind and denomination to the Grand Jury aforesaid unknown, of the value of fifty dollars

of the goods, chattels and personal property of one Marnie Duval ~~on the~~ then and there being found,

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.

DE LANCEY NICOLL, District Attorney.

0757

**BOX:**

482

**FOLDER:**

4406

**DESCRIPTION:**

Smith, William

**DATE:**

05/13/92



4406

0758

317 317 X

Witnesses:

*Robt. Pierce*

*A. B. Puno*

Counsel,

Filed

*R. B. Day*

1892

Pleads,

THE PEOPLE

vs.

*R*

*William Smith*

[Section 498, 26, 1892, US] Burglary in the Third Degree.

DE LANCEY NICOLL,  
District Attorney.

*11/16/92*

A TRUE BILL.

*Luis Catin*

Foreman.

*May 16/92*

*Placed Aug 3. 1892*

*1 yr 8 mos 20*

0759

Police Court 1 District.

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

of No. 106 West 46<sup>th</sup> Street, aged 31 years,  
occupation livery stable keeper being duly sworn

deposes and says, that the premises No. 124 West 46<sup>th</sup> Street, 22 Ward  
in the City and County aforesaid the said being a two story brick  
building  
and which was occupied by deponent as a livery stable  
~~and in which there was at the time a human being, by name~~

were BURGLARIOUSLY entered by means of forcibly pushing in  
the door of the office of said livery stable  
thereby breaking the lock,

on the 6 day of May 1892 in the day time, and the  
following property feloniously taken, stolen, and carried away, viz:

One Set of harness, of the value of  
Fifteen Dollars

the property of Deponent  
and deponent further says, that he has great cause to believe, and does believe, that the aforesaid  
BURGLARY was committed and the aforesaid property taken, stolen and carried away by  
John Smith and another person unknown  
to deponent, to wit John Doe

for the reasons following, to wit: Deponent securely locked and fastened  
said door of said office at 11 AM. on said date.  
At 12.30 PM. on the same day, deponent returned  
and found said door to have been burst open  
and said property - the missing. Deponent  
is informed by one Nathan B. Gaynor, of  
N. 436 West 47<sup>th</sup> Street, that he saw  
a person answering in every particular to the  
description of said Smith, and the other person

0760

above referred to, whom said Gaynor also described, leaving said premises at about 12. M. on said date having in their possession a set of harness. Wherefore deponent accuses defendants of having burglariously stolen said property and prays that they may be arrested and dealt with as the law directs.

Sworn to before me this }  
10<sup>th</sup> day of May 1892 } Just. Peace -  
*[Signature]*  
John DeLano

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.

I have admitted the above named \_\_\_\_\_ to bail to answer by the undertaking hereunto annexed.

Dated \_\_\_\_\_ 188\_\_\_\_\_ Police Justice.

of the City of New York, until he give such bail. \_\_\_\_\_ and be committed to the Warden and Keeper of the City Prison

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of \_\_\_\_\_ Hundred Dollars

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 \_\_\_\_\_

Police Court, \_\_\_\_\_ District.

THE PEOPLE, &c.,  
on the complaint of  
vs.  
1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_

Offence—BURGLARY.

Date \_\_\_\_\_ 188\_\_\_\_\_  
Magistrate.  
Officer.  
Clark.  
Witnesses, \_\_\_\_\_  
No. \_\_\_\_\_ Street,  
No. \_\_\_\_\_ Street,  
No. \_\_\_\_\_ Street,  
\$ \_\_\_\_\_ to answer General Sessions.

0761

CITY AND COUNTY }  
OF NEW YORK, } ss.

*Nathan B. Gano*

aged *38* years, occupation *Milkman* of No.

*1436* *Wm 47* Street, being duly sworn, deposes and

says, that he has heard read the foregoing affidavit of *Robert Perce*

and that the facts stated therein on information of deponent are true of deponent's own knowledge.

Sworn to before me, this *10*  
day of *May* 189*2*

*Nathan B. Gano*

*[Signature]*  
Police Justice

0762

(1885)

Sec. 198-200.

District Police Court.

CITY AND COUNTY OF NEW YORK, ss.

*William Smith*

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. *William Smith*

Question. How old are you?

Answer. *3 years*

Question. Where were you born?

Answer. *Germany*

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

Answer. *415 W 49 St - 2 years*

Question. What is your business or profession?

Answer. *Student*

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*

*William Smith*

Taken before me this *11* day of *May* 189 *7*

Police Justice.

*[Signature]*



0764

*W* Police Court--- District. *565*

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*Robert Pierce*  
*106<sup>th</sup> W 46<sup>th</sup> St*  
*William Smith*  
*John*

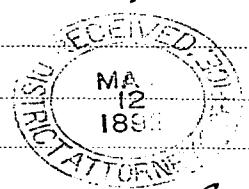
*Barclay*  
Offence

1  
2  
3  
4

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

Dated ..... 1898  
*Hofa* Magistrate.  
*M. Caffery* Officer.  
*Q. O.* Precinct.

Witnesses *Nathan B Gano*  
No. *106 West 46<sup>th</sup>* Street.



No. .... Street.  
No. .... Street.

\$ *500* to answer *95*  
*Com. B. P. L.*

**Court of General Sessions of the Peace**

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

*William Smith*

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

*William Smith*

of the CRIME OF BURGLARY IN THE THIRD DEGREE, committed as follows:

The said *William Smith*

late of the 2<sup>nd</sup> Ward of the City of New York, in the County of New York aforesaid, on the *sixth* day of *May* in the year of our Lord one thousand eight hundred and ninety-*two*, in the *day* time of the same day, at the Ward, City and County aforesaid, a certain building there situate, to wit, the *stable* of one *Robert Perce*

there situate, feloniously and burglariously did break into and enter, with intent to commit some crime therein, to wit: with intent the goods, chattels and personal property of the said *Robert Perce* in the said *stable* then and there being, then and there feloniously and burglariously to 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.

0766

SECOND COUNT—

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

*William Smith*

of the CRIME OF *Petty* LARCENY

committed as follows:

The said *William Smith*

late of the Ward, City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid,  
at the Ward, City and County aforesaid, in the *day* -time of said day, with force and arms,

*one set of harness of the  
value of fifteen dollars*

of the goods, chattels and personal property of one *Robert Pierce*

in the *stable* of the said *Robert Pierce*

there situate, then and there being found, in the *stable*  
aforesaid, 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.

THIRD COUNT:

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

*William Smith*

of the CRIME OF RECEIVING STOLEN GOODS, committed as follows:

The said *William Smith*

late of the Ward, City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, with force and arms, at the Ward, City and County aforesaid,

*one set of harness of the value of fifteen dollars*

*[Large decorative flourish]*

of the goods, chattels and personal property of *Robert Purce*

by a certain person or persons to the Grand Jury aforesaid unknown, then lately before feloniously stolen from the said *Robert Purce*

unlawfully and unjustly did feloniously receive and have; (the said

*William Smith*

then and there well knowing the said goods, chattels and personal property to have been feloniously stolen, 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.

DE LANCEY NICOLL,  
*District Attorney.*

0768

**BOX:**

482

**FOLDER:**

4406

**DESCRIPTION:**

Solomon, Sarah

**DATE:**

05/03/92



4406

Bid on motion  
of wit stay \$2000.  
Witnesses: *[Signature]*

538  
B. W. Ward  
1912

Counsel, *[Signature]*  
Filed *[Signature]* day of *May* 189*2*  
Pleads, *Guilty*

Grand Larceny, *third* Degree  
[Sections 525, 530, 170 Penal Code.]

THE PEOPLE

*[Signature]*  
*[Signature]*  
Sarah Solomon  
*[Signature]*

DR LANCEY NICOLL,  
District Attorney.

A TRUE BILL.

*[Signature]*  
Foreman.

Pat-3. May 10/92  
Pleads guilty G.L. 2<sup>d</sup> deg.  
*[Signature]*  
Application of *[Signature]*

City & County of New York-ss:-

William Mayer being duly sworn deposes and says; that he resides at 128 East 70th Street in this City, that in the month of January and February 1892 he had in his employ one Sarah Solomon as cook and one Louisa Henkel as domestic that during the said months of January and February personal property consisting of clothes, dresses, laces, cloaks, and so forth of about the value of \$600 was taken stolen and carried away from his said place of residence above mentioned.

That the said property ~~was~~ taken previous to the month of February 1892, but the loss of the same was ~~not~~ <sup>only</sup> discovered a short time ago, that when the loss of said property was discovered the two servants Sarah Solomon and Louisa Henkel were ~~not~~ <sup>no</sup> longer in my employ.

That said Louisa Henkel has been arrested and indicted and plead guilty to the offense of larceny in the second degree and is now awaiting <sup>a sentence</sup> upon such plea.

That said Louisa Henkel has confessed to deponent that the property was stolen by Sarah Solomon and that she the said Louisa Henkel assisted her in placing the stolen property in a trunk at night when deponent and his family were out and that both carried the ~~trunk~~ <sup>trunk</sup> into the cellar where they kept it until the family were out again at some other time when they had the same brought away by an express man and that they both agreed to divide the proceeds ~~of~~ <sup>from</sup> the burglary.

That on or about the 20th day of April 1892 deponent charged the said Sarah Solomon with the taking of the property above mentioned ~~and she admitted to do so~~

07771

that she <sup>at</sup> ~~was~~ first denied the taking of any property but afterwards admitted that she had <sup>a</sup> ~~a~~ <sup>point</sup> lace collar which was portion of the property stolen from the deponent and promised to return ~~it~~ the next day, that upon the next day she called at deponent house ~~and~~ and denied having the lace collar before mentioned but brought back <sup>a</sup> silk mantilla which was also portion of the property stolen from the deponents house.

That portion of the property has been recovered through the prisoner Louisa Henkel but that property of the value of about \$150 to \$200 is still missing among said property being the point lace collar which the said Sarah Solomon admitted she had, and which collar is of about the value of seventy dollars.

Sworn to before me this }  
30th day of April 1892. }

William Meyer

Jacob Meyer  
Clerk of Deeds  
my city

0772

538

DISTRICT ATTORNEY'S OFFICE.

City and County of New York.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*William Mayer*  
128 E 70<sup>th</sup> St.

*Sarah Solomon*

*Offence Grand Larceny in  
the second degree*

Dated *April 30* 18 *92*

Witnesses, *Louisa Herkel*  
*under commitment in Tombs*

No. \_\_\_\_\_ Street,

No. \_\_\_\_\_ Street,

No. \_\_\_\_\_ Street,

0773

1427

COUNTY OF NEW YORK, ss.:

In the Name of the People of the State of New York, To any Sheriff, Constable,  
Marshal or Policeman in this State, GREETING:

An indictment having been found on the 3<sup>d</sup> day of May  
1892, in the Court of General Sessions of the Peace of the County of  
New York, charging Sarah Solomon

with the crime of Grand larceny in first degree

You are therefore Commanded forthwith to arrest the above named

Sarah Solomon and bring him before that Court to answer the indictment; or  
if the Court have adjourned for the term, that you deliver him into the custody of the Keeper of the  
City Prison of the City of New York.

City of New York, the 3<sup>d</sup> day of May 1892

By order of the Court.

John C. Carroll  
Clerk of Court.

0774

New York General Sessions of the Peace.

THE PEOPLE  
OF THE STATE OF NEW YORK,  
*against*

*Sarah Solomon*

BENCH WARRANT FOR FELONY.

Issued *May 3<sup>rd</sup>* 189 *2*

The officer executing this process will  
make his return to the Court forthwith.

.....189  
The within named defendant was  
arrested this day and brought to the  
Court of General Sessions by

0775

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Sarah Solomon

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

Sarah Solomon

of the CRIME OF GRAND LARCENY IN THE first DEGREE, committed as follows:

The said Sarah Solomon

late of the City of New York, in the County of New York aforesaid, on the day of fifth of March in the year of our Lord one thousand eight hundred and ninety-two at the City and County aforesaid, with force and arms,

one watch of the value of one hundred dollars, twenty yards of lace of the value of three dollars each yard, one point lace collar of the value of seventy dollars, one Mantilla of the value of twenty five dollars, and divers articles of clothing and wearing apparel, of a number and description to the Grand Jury aforesaid unknown, of the value of two hundred and fifty dollars,

of the goods, chattels and personal property of one Augusta Meyer

then and there being found, 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.

SECOND COUNT—

AND THE GRAND JURY AFORESAID, by this indictment, further accuse the said

*Sarah Solomon*

of the CRIME OF CRIMINALLY RECEIVING STOLEN PROPERTY, committed as follows:

The said *Sarah Solomon*

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,

*one watch of the value of one hundred dollars, twenty yards of lace of the value of three dollars each yard, one point lace collar of the value of seventy dollars, one mantilla of the value of twenty five dollars, and divers articles of clothing and wearing apparel, of a number and description to the Grand Jury aforesaid unknown of the value of two hundred and fifty dollars*

of the goods, chattels and personal property of one *Augusta Meyer*

by a certain person or persons to the Grand Jury aforesaid unknown, then lately before feloniously stolen, taken and carried away from the said *Augusta Meyer*

unlawfully and unjustly did feloniously receive and have; the said

*Sarah Solomon*

then and there well knowing the said goods, chattels and personal property to have been feloniously stolen, taken and carried 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.

DE LANCEY NICOLL,  
*District Attorney.*

0777

**BOX:**

482

**FOLDER:**

4406

**DESCRIPTION:**

Speck, Henry

**DATE:**

05/23/92



4406

0778

Witnesses:

Counsel,

Filed, 13<sup>th</sup> day of May, 1898

Pls. by

*Myself*

THE PEOPLE

vs.

73

*Henry Speck*

*May 11 1898*

DE LANCEY NICOLL,

*District Attorney.*

VIOLATION OF EXCISE LAW.  
(Keeping Open on Sunday)  
(III. Rev. Stat. (7th Edition), Page 185A, Sec. 5)

A TRUE BILL.

*Lulius Cathin*  
*Foreman.*

0779

**Court of General Sessions of the Peace**

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

*against*

*Henry Speck*

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

*Henry Speck*

of the CRIME OF KEEPING OPEN ON SUNDAY a place licensed for the SALE OF STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said *Henry Speck*,  
late of the City of New York, in the County of New York aforesaid, on the *17<sup>th</sup>*  
day of *August*, in the year of our Lord one thousand eight hundred and  
ninety-, the same being the first day of the week, commonly called and known  
as Sunday, being then and there in charge of and having the control of a certain place  
there situate, which was then duly licensed as a place for the sale of strong and spirituous  
liquors, wines, ale and beer, with force and arms, at the City and County aforesaid, the said  
place so licensed as aforesaid unlawfully did not close and keep closed, and on the said day  
the said place so licensed as aforesaid unlawfully did open and cause and procure and suffer  
and permit to be open, and to remain open, 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.

DE LANCEY NICOLL,  
*District Attorney.*

0780

**BOX:**

482

**FOLDER:**

4406

**DESCRIPTION:**

Speidel, Edward B.

**DATE:**

05/26/92



4406

0781

Court of Oyer and Terminer.

Witnesses:

Witness lines (dotted and solid lines)

Counsel,

Filed, 26 day of May 1892

Pleads,

THE PEOPLE

vs  
Edward B. Speier

VIOLATION OF EXCISE LAW.  
Selling on Sunday, Etc., § 21, and  
Ill. Rev. Stat. (7th Edition), page 1988, § 21, and  
page 1989, § 5.]

DE LANCEY NICOLL.

District Attorney.

A TRUE BILL.

[Signature]

Foreman.

0782

*Approved & Termined*  
COURT OF ~~GENERAL SESSIONS~~, PART

(1706)

THE PEOPLE

vs.

INDICTMENT

For

*Edward B. Spidel*

To

M. *Augustus E. Murphy*

No. *49 Madison* Street.

The indictment against the above-named defendant, for whose appearance you are bound, has been placed upon the Calendar for *pleading* at the ~~Court of~~ ~~GENERAL SESSIONS of the Peace~~, at the ~~Sessions Building~~ adjoining the New Court House in the Park of the said City, on ~~the~~ *2* day of ~~JUNE~~ *JUNE* instant, at ~~eleven o'clock~~ *10.30* in the forenoon.

If the defendant is not produced at that time, your bond will be forfeited.

DE LANCEY NICOLL,

*District Attorney.*

*Tuesday Notice is void*

# Court of Oyer and Terminer

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

*Edward B. Speidel*

The Grand Jury of the City and County of New York, by this indictment, accuse *Edward B. Speidel* of the CRIME OF SELLING INTOXICATING LIQUORS AND WINES AS A BEVERAGE, ON SUNDAY, committed as follows:

The said *Edward B. Speidel*

late of the City of New York, in the County of New York aforesaid, on the *21st* day of *July* in the year of our Lord one thousand eight hundred and ninety-*9*, at the City and County aforesaid, the same being the first day of the week, commonly called and known as Sunday, with force and arms, certain intoxicating liquors, and certain wines, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain intoxicating liquor to the Grand Jury aforesaid unknown, unlawfully did sell, as a beverage to one *Michael F. Cregan*

and to certain other persons whose names are to the Grand Jury aforesaid unknown, against the form of the statute in such case made and provided, and against the peace of the People of New York and their dignity.

SECOND COUNT—

And the Grand Jury aforesaid, by this indictment, further accuse the said *Edward B. Speidel* of the CRIME OF KEEPING OPEN ON SUNDAY a place licensed for the SALE OF STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said *Edward B. Speidel*

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, the same being the first day of the week, commonly called and known as Sunday, being then and there in charge of and having the control of a certain place there situate, which was then duly licensed as a place for the sale of strong and spirituous liquors, wines, ale and beer, with force and arms, at the City and County aforesaid, the said place so licensed as aforesaid unlawfully did not close and keep closed, and on the said day the said place so licensed as aforesaid unlawfully did then and there open and cause and procure and suffer and permit to be open and to remain open, 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.

DE LANCEY NICOLL,  
*District Attorney.*

0784

**BOX:**

482

**FOLDER:**

4406

**DESCRIPTION:**

Spetz, Samuel

**DATE:**

05/26/92



4406

0785

911c  
B.C.

Counsel,

Filed, 7th day of May 1892

Pleads,

THE PEOPLE

vs.

B  
Samuel Spetz

7

VIOLATION OF EXCISE LAW.  
(Keeping Open on Sunday.)  
(Ill. Rev. Stat. (7th Edition), Page 1889, Sec. 5.)

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Lewis Catlin  
Foreman.  
F. J. [Signature]

Witnesses:

.....  
.....

0786

Excise Violation—Keeping Open on Sunday.

POLICE COURT, 3— DISTRICT.

CITY AND COUNTY OF }  
NEW YORK, } ss.

*Philip H. Birmingham*  
of the *Third Precinct* Police Precinct of the City  
of New York, being duly sworn, deposes and says, that on SUNDAY, the *9<sup>th</sup>* day  
of *November* 189*0*, in the City of New York, in the County of New York,  
*Samuel Spetz* (now here)  
being then and there in lawful charge of the premises No. *379 East Houston*  
Street, a place duly licensed for the sale of strong and spirituous liquors, wines, ale and beer, to be  
drunk upon the premises, DID NOT KEEP SAID PLACE CLOSED, contrary to and in violation of  
the statute in such case made and provided.

WHEREFORE, deponent prays that said *Samuel Spetz*  
may be arrested and dealt with according to law.

Sworn to before me, this *10* day } *Philip H. Birmingham*  
of *Nov* 189*0* }  
*Philip H. Birmingham*  
Police Justice.

0787

Sec. 198-200.

3 - District Police Court.

CITY AND COUNTY } ss.  
OF NEW YORK, }

Samuel Spetz 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. Samuel Spetz

Question. How old are you?

Answer. 45 years

Question. Where were you born?

Answer. Hungary

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

Answer. 379 East Houston St - 1 week

Question. What is your business or profession?

Answer. Bar tender

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; I had a committee in my place who were arranging for a <sup>concert</sup> ~~party~~ event at the Thalia Theatre; but I was not open for business.

Samuel Spetz

Taken before me this

day of

Nov 1891

Police Justice.

0788

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.....

*the Defendant*  
guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of *one* 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 *Nov 10* 18 *90* *J. P. Duffy* Police Justice.

I have admitted the above-named *Defendant* to bail to answer by the undertaking hereto annexed.

Dated *Nov 11* 18 *90* *J. P. Duffy* 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..... 18..... Police Justice.

0784

Keeping open on Sunday.

Police Court No. 3 District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Philip H. Birmingham  
vs.  
Samuel Spetz

Office of  
Mr. Cassin

2  
3  
4

BAILIFF

No. 1, by D. Gross  
Residence 110 Cannon Street.

No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

Dated Nov 10 1890  
W. Duff Magistrate.  
Birmingham Officer.  
13 Precinct.

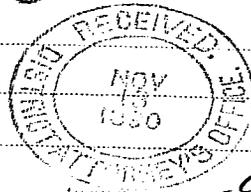
Witnesses \_\_\_\_\_

No. 130 Street.

No. \_\_\_\_\_ Street.

No. \_\_\_\_\_ Street.

\$ 100 to answer G.S.



Bailed

0790

COURT OF GENERAL SESSIONS, PART One (1708)

THE PEOPLE

INDICTMENT

vs.

For

*Samuel Spitz*

*not found*

To

M

No.

*J. Gross*  
*1110 Quinn Street.*

The indictment against the above-named defendant, for whose appearance you are bound, has been placed upon the Calendar for *pleading* at the Court of GENERAL SESSIONS of the Peace, at the Sessions Building, adjoining the New Court House in the Park of the said City, on *June* the *2nd* day of *June* instant, at eleven o'clock in the forenoon.

If the defendant is not produced at that time, your bond will be forfeited.

DE LANCEY NICOLL,

District Attorney.

0791

**Court of General Sessions of the Peace**

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

*against*

*Samuel Spetz*

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

*Samuel Spetz*

of the CRIME OF KEEPING OPEN ON SUNDAY a place licensed for the SALE OF STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said

*Samuel Spetz*

late of the City of New York, in the County of New York aforesaid, on the *9<sup>th</sup>* day of *November* in the year of our Lord one thousand eight hundred and ninety-*—*, the same being the first day of the week, commonly called and known as Sunday, being then and there in charge of and having the control of a certain place there situate, which was then duly licensed as a place for the sale of strong and spirituous liquors, wines, ale and beer, with force and arms, at the City and County aforesaid, the said place so licensed as aforesaid unlawfully did not close and keep closed, and on the said day the said place so licensed as aforesaid unlawfully did open and cause and procure and suffer and permit to be open, and to remain open, 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.

DE LANCEY NICOLL,  
*District Attorney.*

0792

**BOX:**

482

**FOLDER:**

4406

**DESCRIPTION:**

Spiegel, Morris

**DATE:**

05/31/92



4406

0793

POOR QUALITY ORIGINAL

Witnesses:  
 Jas Mitchell (501)  
 John J. Conroy  
 Arthur Blass  
 Chas. Leuz  
 Jas. J. Courney  
 Geo. W. Hoyt  
 Bronie Rockwood  
 Jas. D. McCanna  
~~Edw. J. Pierce~~

Indictment found of J. 1628  
 1040

Counsel, 31  
 Filed 31 day of May 1897  
 Pleads *Not guilty, jury trial*

THE PEOPLE  
 vs.  
 MORRIS SPIEGEL  
 (8 cases)

DE LANCEY NICOLL,  
 District Attorney.

On motion of Abram J. Elkus  
 and the District Attorney  
 A TRUE BILL. Ordered that  
 this indictment be dismissed  
 Nov. 3 1897.

Ordered in the Court  
 of the City and County of New York  
 for the Trial of the above  
 named Defendant  
 Dec 14 1897  
 Foreman.

*Placed in evidence drawer  
 dated 11/19/97 Penal Code.*



the brick building, situated at numbers one hundred and one and one hundred and three Broad street, in the said City of New York, for the term of one year from the said Second day of June, in the year aforesaid, to the second day of June in the year of our Lord one thousand eight hundred and ninety-one, at noon, which said contract of insurance was thereafter duly continued in force by renewal by the said the London and Lancashire Fire Insurance Company of Liverpool, <sup>England,</sup> until the second day of June in the year of our Lord one thousand eight hundred and ninety-two, at noon; and at the time of the commission of the crime hereinafter alleged, the said contract of insurance was in full force and effect.

And prior to the sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one certain other fire insurance companies lawfully doing business in the said City, County and State of New York, as insurers against loss or damage by fire, had theretofore duly issued certain other like contracts of insurance to the said <sup>Morris Spiegel</sup> firm of ~~A. Blum Junior's Sons~~ upon the same goods chattels and merchandise, contained in the same building, whereby the said last mentioned fire insurance companies had insured the said <sup>Morris Spiegel</sup> firm of ~~A. Blum Junior's Sons~~ against loss or damage by fire to or upon the same goods, chattels and merchandise to the amount in the aggregate of thirty thousand dollars, all of which said contracts of insurance were then and there and at all the times thereafter herein mentioned in full force and effect; and on the said six-

teenth day of December in the year last aforesaid, the <sup>Morris Spiegel</sup> said ~~firm of A. Blum Junior's Sons~~ had insurance upon the said goods, chattels and merchandise to the aggregate amount of thirty-five thousand dollars.

And afterwards, to wit: on the said sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance so as aforesaid, made by the said the London and Lancashire Fire Insurance Company of Liverpool, <sup>England,</sup> was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

And afterwards, to wit: on the fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly, did feloniously present, and cause to be presented, to the said the London and Lancashire Fire Insurance Company of Liverpool, <sup>England,</sup> a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance so made as aforesaid by the said the London and Lancashire Fire Insurance Company of Liverpool, <sup>England,</sup> wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel, ~~for the said firm of A. Blum Junior's Sons,~~ that a loss had been sustained by <sup>him</sup> the said <sup>Morris Spiegel</sup> ~~firm~~ by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels

and merchandise ~~belonging to the said firm~~ contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy nine cents, and that the said the London and Lancashire Fire Insurance Company of <sup>England,</sup> Liverpool, was then justly indebted to <sup>him</sup> the said <sup>Morris Spiegel</sup> firm, by reason of the loss, damage and contract of insurance in the of five thousand dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the said <sup>Morris Spiegel</sup> firm of A. Blum Junior's Sons by reason of the said fire and the destruction and damage occasioned thereby to goods, chattels and merchandise ~~belonging to the said firm~~ contained in the said building at the time of the said fire and so insured as aforesaid to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said London and Lancashire Fire Insurance Company of <sup>England,</sup> Liverpool, was not then justly indebted to the said <sup>Morris Spiegel</sup> firm by reason of the said loss, damage and contract of insurance in the sum of five thousand dollars; all of which he the said Morris Spiegel then and there well knew: against the form of the Statute in such cases 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 Morris Spiegel of the same crime of presenting and causing to be presented a false and fraudulent claim for the payment of a loss upon a contract of

insurance, knowing it to be such, committed as follows:

Heretofore, to wit: on the second day of June in the year of our Lord one thousand eight hundred and ninety- at the City of New York in the County of New York aforesaid, the London and Lancashire Fire Insurance Company of Liverpool, <sup>England,</sup> a corporation then and at all the times hereinafter mentioned lawfully doing business in the City, County and State of New York, as an insurer against loss or damage by fire, duly made a certain contract of insurance whereby the said the London and Lancashire Fire Insurance Company of <sup>England,</sup> Liverpool, duly insured, ~~the firm of A. Blum Junior's Sons, of which he, the said Morris Spiegel, was~~ <sup>doing business in and by the firm, name and style of "A. Blum Junior's Sons"</sup> then and at all the times herein mentioned, ~~a member,~~ to the amount of five thousand dollars against loss or damage by fire to or upon certain goods, chattels and merchandise contained in the brick building, situated at numbers one hundred and one and one hundred and three Broad Street in the said City of New York, for the term of one year from the said second day of June, in the year aforesaid to the second day of June in the year of our Lord one thousand eight hundred and ninety-one, at noon, which said contract was thereafter duly continued in force by renewal of the said the London and Lancashire Fire <sup>of Liverpool, England,</sup> Insurance Company, until the second day of June in the year of our Lord one thousand eight hundred and ninety-two, at noon; and at the time of the commission of the crime hereinafter alleged the said contract of insurance was in full force and effect;

And afterwards, to wit: On the sixteenth day of

December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

And afterwards, to wit: On the said fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly did feloniously present, and cause to be presented, to the said the London and Lancashire Fire Insurance Company of Liverpool, <sup>England,</sup> a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel ~~for the said firm of A. Blum Junior's Sons,~~ that a loss had been sustained by the <sup>Morris Spiegel</sup> said ~~firm~~ by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise ~~belonging to the said firm~~ contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said the London and Lancashire Fire Insurance Company of Liverpool, <sup>England,</sup> was then justly indebted to the said <sup>Morris Spiegel</sup> ~~firm~~ by reason of the said loss, damage and contract of insurance, in the sum of five thousand dollars; which said claim was then and there false and fraudulent in this, to wit: That a loss had

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not been sustained by the said <sup>Morris Spiegel</sup> ~~firm of A. Blum Junior's~~  
~~Sons~~ by reason of the said fire and the destruction and  
damage occasioned thereby to the goods, chattels and mer-  
chandise ~~belonging to the said firm,~~ contained in said  
building at the time of the said fire and so insured as  
aforesaid to the extent of seventy thousand two hundred and  
twenty-one dollars and seventy-nine cents, and the said the  
London and Lancashire Fire Insurance Company of Liverpool, <sup>England,</sup>  
was not then justly indebted to the said <sup>Morris Spiegel,</sup> ~~firm~~ by reason of  
the said loss, damage and contract of insurance in the sum  
of five thousand dollars; all of which he the said Morris  
Spiegel then and there well knew; 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.

De Lancey Nicoll,

District Attorney.

0001

Baulichy  
Morris Spiegel  
Solomon Mehrlach (501)  
74 East

Witnesses:  
Jacob Shum  
539 Dumont Ave  
NY

Witnesses  
Joseph J. Courtney  
Charles Lenz  
Arthur Blase  
James Mitchell  
Yes W Hoyt  
Benjamin Lockwood  
James McKeown  
Edward Eberes

John D. Torrance 1630  
49 + 51 Chambers St  
London & Lancashire Fire Ins

Counsel,  
Filed 27 day of May 1897  
Pleads, Appellate Judge, with  
Plaintiffs petition of June 14  
THE PEOPLE  
vs.  
Morris Spiegel.  
( 8 cases )

False insurance claim  
Sec 570 Penal Code

DE LANCEY NICOLL,  
District Attorney.  
On motion of Abram S. Ellius  
and the District Attorney,  
concurring, ordered that  
this indictment be dismissed.  
A TRUE BILL. Nov 2 1897

Official Seal  
Clerk and Seal  
Julius C. Catlin  
Foreman.

0002

COURT OF GENERAL SESSIONS.  
City and County of New York.

-----  
THE PEOPLE OF THE CITY AND COUNTY OF NEW YORK.

against

7 cases.

Sirs:-

Please be advised that under the annexed  
affidavit of Lewis Spiegel, verified October 18th  
1897 and upon the indictments, herein and all the plead-  
ings and proceedings herein I shall move this Court  
to grant thereof at the Criminal Court House in the  
City of New York on the 14th day of October, 1897, at  
11 o'clock in the forenoon of that day or as soon  
thereafter as counsel can be heard for a dismissal of  
the indictments found by the Grand Jury of the City and  
County of New York, against the defendant in these seven  
cases and a termination thereon and thereunder and for  
such other and further relief as may be just and proper.  
Dated New York, October 18, 1897.

Wm. A. HARRIS,  
Attorney for Defendant,  
10 Pine Street,  
New York City

To  
Hon. Wm. R. Sleett,  
District Attorney of the City of New York.

COURT OF GENERAL SESSIONS.  
New York County.

-----X  
THE PEOPLE OF THE STATE OF NEW YORK,

7 cases.

-against-

FRANCIS S. INGEL.

-----X  
City and County of New York, ss. -

FRANCIS S. INGEL, being duly sworn, says: I am the defendant in the above-named actions. Indictments in these actions, together with another indictment were found against me on or about the 25th day of May, 1892, by the Grand Jury of the City and County of New York. All of these indictments were based upon the charge of presenting a fraudulent claim to an insurance company upon policies which were issued to me by eight different insurance companies and which covered the stock of goods owned by me situated at No. 125 Broad Street in the City of New York. The indictments were identical with the exception that each indictment was based upon a different policy of insurance. One of these indictments was duly brought to trial before Mr. Justice Russell and a jury in the Court of Cyer and Terminer of the City of New York and I was convicted of the offense charged in the indictment and sentenced to serve a term of imprisonment of three years and eight months in the State Prison. I duly appealed from said judgment to the General Term and to the Court of Appeals and said judgment was affirmed in both of said Courts,

mainly because my then attorney had failed to take the proper exceptions to evidence admitted on the trial. After such arraignment I entered upon the term of my imprisonment and remained in State Prison until the 14th day of October, 1898, when my term of imprisonment was commuted by the Governor of the State of New York and I was then released and discharged. On or about the 1st day of November, 1898, the Governor of the State of New York, duly pardoned me and restored me to all the rights of citizenship. None of the said indictments have ever been brought to trial, nor any proceedings taken thereon. The trial upon the one indictment upon which I was found guilty and sentenced as aforesaid, was considered by all parties as practically a trial of all the indictments and the presiding justice so considered the matter in passing sentence upon me.

No previous application had been made to have the said indictments dismissed.

At the time the Governor of the State of New York, pardoned me as aforesaid, he knew of the seven indictments herein and that they were then pending untried.

I therefore pray that the said indictments be dismissed.

Sworn to before me, this 13th day of October, 1897.

*Morris Spiegel*

*Annie Juchau*

Notary Public Kings County,  
Certificate filed in New York County.

0005

COURT GENERAL SESSIONS.

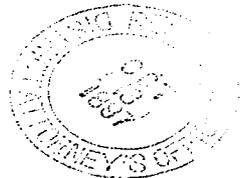
THE PEOPLE OF THE STATE OF  
NEW YORK.

against  
MORRIS SPIEGEL

(copy)

AFFIDAVIT AND NOTICE OF  
MOTION.

ABRAM I. ELKUS,  
Attorney for Deft.  
56 Pine Street,  
New York City.



Please take notice that the  
within is a copy of

this day  
duly entered and filed in the  
within entitled action in the  
office of the Clerk of the

in the

City of New York.

Dated, New York 189

Yours, &c.,

Attorney for  
56 Pine Street,  
New York City.

To

Attorney for

Due service of a copy of the  
within is hereby admitted.

Dated, New York, 189

0806

*Mr. Fred C. Mansford.*



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(2)

Sons,") to the amount of three thousand dollars, against loss or damage by fire to or upon certain goods, chattels and merchandise contained in the brick building, situated at numbers one hundred and one and one hundred and three Broad Street, in the said City of New York, for the term of one year from the said 17th day of April, in the year aforesaid, to the 17th day of April, in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged, the said contract of insurance was in full force and effect.

And prior to the 13th day of December in the year of our Lord one thousand eight hundred and ninety-one, certain other fire insurance companies lawfully doing business in the said City, County and State of New York, as insurers against loss or damage by fire, had theretofore duly issued certain other like contracts of insurance to the said Morris Spiegel upon the same goods, chattels and merchandise, contained in the same building, whereby the said last mentioned five insurance companies had insured the said Morris Spiegel against loss or damage by fire to or upon the same goods, chattels and merchandise to the amount in the aggregate of thirty-two thousand dollars, all of which said contracts of insurance were then and there and at all the times thereafter herein mentioned in full force and effect; and on the said sixteenth day of December in the year last aforesaid, the said Morris Spiegel had insurance upon the said goods, chattels and merchandise to the aggregate amount of thirty-five thousand dollars.

0009

(3)

A n d afterwards, to wit: on the said sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance so as aforesaid, made by the said the Imperial Fire Insurance Company was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

A n d afterwards, to wit: on the fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly, did feloniously present, and cause to be presented, to the said the Imperial Fire Insurance Company a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance so made as aforesaid by the said the Imperial Fire Insurance Company, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel, that a loss had been sustained by the said Morris Spiegel by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said Imperial Fire Insurance Company was then justly indebted to the said firm by reason of the said loss, damage and

08 10

(4)

contract of insurance in the sum of three thousand dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the said Morris Spiegel by reason of the said fire and the destruction and damage occasioned thereby to goods, chattels and merchandise contained in the said building at the time of the said fire and so insured as aforesaid to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said Imperial Fire Insurance Company was not then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of three thousand dollars; all of which he the said Morris Spiegel then and there well knew: against the form of the Statute in such cases 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 a c c u s e the said MORRIS SPIEGEL of the same crime of presenting and causing to be presented a false and

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(5)

fraudulent claim for the payment of a loss upon a contract of insurance, knowing it to be such, committed as follows:

Here to fore, to wit: on the 17th day of April in the year of our Lord one thousand eight hundred and ninety-one, at the City of New York, in the County of New York aforesaid, the Imperial Fire Insurance Company, a corporation then and at all the times hereinafter mentioned lawfully doing business in the City, County and State of New York, as an insurer against loss or damage by fire, duly made a certain contract of insurance whereby the said the Imperial Fire Insurance Company duly insured the said Morris Spiegel, (then and at all the times herein mentioned doing business in and by the name and style of "A. Blum Junior's Sons,") to the amount of three thousand dollars against loss or damage by fire to or upon certain goods, chattels and merchandise contained in the brick building, situated at numbers one hundred and one and one hundred and three Broad Street in the said City of New York, for the term of one year from the said 17th day of April in the year aforesaid to the 17th day of April in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged the said contract of insurance was in full force and effect.

And afterwards, to wit: on the sixteenth day of December in the year of our Lord one thousand eight hundred

0812

(3)

and ninety-one, while the said contract of insurance was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

And afterwards, to wit: on the said fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly did feloniously present, and cause to be presented, to the said the Imperial Fire Insurance Company, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel that a loss had been sustained by the said Morris Spiegel by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said the Imperial Fire Insurance Company was then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance, in the sum of three thousand dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the said Morris Spiegel by reason of the said fire and the destruction and damage occasioned thereby to the goods, chattels and mer-

0013

(7)

chandise contained in said building at the time of the said fire and so insured as aforesaid to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said the Imperial Fire Insurance Company was not then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of three thousand dollars; all of which he the said Morris Spiegel then and there well knew: Against the form of the Statute in such cases made and provided, and against the peace of the People of the State of New York, and their dignity.

DE LANCEY NICOLL,

District Attorney.

0014

1050  
1678  
Imperial 730

Witnesses:  
Jas Mitchell  
John J Constance  
Arthur Base  
Chas Deary  
Chas Althehell  
Geo W Hoyt  
Benoni hokewood  
Jas a McKenna  
~~Edmund F. Porter~~

Counsel,  
Filed  
31 day of May 1898

Plends, *Myrtle Jones*  
*Handwritten name above*  
THE PEOPLE

vs.  
MORRIS SPIEGEL.  
(8 cases)  
*Handwritten name above*  
*(Section 579, Penal Code)*

DE LANCEY NICOLL,

District Attorney,  
City of Alhambra, Cal.,  
and the District Attorney  
consenting. Ordered that the  
indictment be dismissed.  
A TRUE BILL.

W. M. M. M.  
*Handwritten signature*  
Foreman.

Order not to return

00 15

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

November 10th, 1892 6.

Hon. Levi P. Morton,  
Governor.

(COPY)

Dear Sir:--

Morris Speigel was indicted May 1892 in this County for presenting a fraudulent claim against the Insurance Company of North America. The case was tried before Hon. Leslie W. Russell at Oyer and Terminer in this county December 1892. The trial occupied about two weeks, resulting in a verdict of guilty, and Speigel was thereupon sentenced to three and a half years in State Prison. An appeal was taken to the General Term of the Supreme Court and the judgment was affirmed, Chief Justice Van Brunt writing the opinion. Defendant thereupon appealed to the Court of Appeals, and on October 4th, 1894, the Court of Appeals unanimously affirmed the judgment of the Courts below, Mr. Justice Finch writing the opinion for the Court. The defendant was thereupon sent to prison pursuant to the judgment, and before the expiration of his term was pardoned by your Excellency.

There were a number of other insurance companies in which Speigel was insured and to which he presented like proofs of loss as that against the Insurance Company of North America, namely The Lion.

08 16

The first part of the report is a general introduction to the subject of the study. It discusses the importance of the problem and the objectives of the research. The second part of the report is a detailed description of the methods used in the study. This includes a description of the experimental design, the data collection procedures, and the statistical methods used to analyze the data. The third part of the report is a discussion of the results of the study. This includes a description of the findings, a comparison of the results to previous research, and a discussion of the implications of the findings. The final part of the report is a conclusion and a list of references.

0817

C. 9. 4428.

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

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-2-

Fire Insurance Company of London, the Firemen's Fund Insurance Company of San Francisco, The Imperial Fire Insurance Company of London, The Mechanics Insurance Company of Philadelphia, The United Firemen's Insurance Company of Philadelphia, The Liverpool and London and Globe Insurance Company of England, and the London and Lancsatershire Insurance Company of Liverpool, England, all having offices in this city. The proofs of fraudulent claim were as strong against Speigel in many, of not all of these cases as in the case upon which he was convicted, but it was my opinion that substantial justice would be done by trial and conviction in one case.

Briefly, the facts are these:--

Speigel claimed that the actual value of his stock at hand at the time of the fire (which took place on December 16th, 1891) was the sum of \$130,688.50: that his loss and damage by the fire was \$70,221.79. His insurance was \$30,000, distributed among the various companies named, all of which he claimed. The evidence produced upon the trial demonstrated conclusively that instead of having a stock of \$150,000. his books had been altered by prefixing the figure "1";

08 18

CR. 4498.

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

189

-3-

that his stock on hand at the time of the fire did not reach the sum of \$1500. Speigel has now brought suit against the Companies I have named for the full amount of his insurance.

As he would undoubtedly have been convicted of fraudulent claim in all of the cases had he been tried, this demand seems singularly impudent upon his part. I do not know that I am warranted in subjecting these companies to the cost and trouble of defending these suits while I hold the plain evidence Speigel's criminality in my possession. I therefore beg to inquire of your Excellency if there were any facts communicated to you upon the application for pardon which would render it improper for this office to proceed by indictment and trial against Speigel upon the remaining charges.

I have the honor to be,

Very respectfully,

Your Obedient servant,

(SIGNED)

John R. Fellows,

District Attorney.

0819

P. O. BOX No. 1579.

2437

*Sheriff's Office,*

*John B. Sexton,*  
*Sheriff.*

*County Court House,*  
*City and County of New York.*

VICTOR HEIMBERGER,  
DEPUTY SHERIFF.

*New York, Nov 26 1894*

*The people of the State*  
*of New York*

*at Special*  
*Municipal*  
*Mary A. Kaufmann*  
*Maimel Goldberg*  
*Subj.*

*Execution*  
*warrant Oct 17/94*  
*for 25000*

*John R. Williams*  
*Dist. Attorney*

*I hereby certify that no property*  
*was found upon which a levy*  
*was made upon, and therefore*  
*no Sheriff fees are due to this*  
*office*

*Victor Heimberger*  
*Deputy Sheriff*





0022

Court of Common Pleas in  
and for the City and County of  
New York

The People of the State of  
New York

- vs -  
Mavis Spigel,  
Marcell Holbergson  
Mary A. Kaufman  
- Petitioners  
- vs -  
Order

Levy and Mandell  
Attorneys  
170 W. 4th St.,  
New York City

See  
Take notice that the within  
is a copy of an Order made  
made and entered in the  
Office of the Clerk of the Court  
of Common Pleas  
Dated the 23rd day of  
November 1940  
Yours &c  
Levy and Mandell  
170 W. 4th St.  
New York City

170 W. 4th St.  
New York City

0023

I hereby certify that MORRIS SPIEGEL is now confined in Sing Sing State Prison as a convict, and that the paper herewith annexed is a true copy of the commitment of the said Morris Spiegel, and under and by virtue of which he is now held as a convict in State Prison.

Dated, Sing Sing, N. Y. :  
December 28, 1894. :

*O. V. Sage*  
*Agent & Warden*

State of New York, :  
County of Westchester, : SS:

On this 28 day of December, 1894, before me the undersigned, a notary public for the State of New York, County of Westchester, personally appeared O. V. Sage, agent and warden of Sing Sing Prison, to me known, and known to me to be such individual, and who in my presence signed the foregoing certificate, and acknowledged to me that he executed the same.

*W. C. Wood Blake*  
*Notary Public in and for Westchester Co. N.Y.*

0824

(144)

At a Court of Oyer and Terminer,

holden in and for the City and County of New York,  
at the City Hall of the said City, on *TUES* day, the  
*Twenty seventh* day of *December*, in the year of  
our Lord one thousand eight hundred and ninety-*two*

PRESENT,

*The Honorable Leslie W. Russell*

Justice of the  
Oyer and Terminer.

one of the Justices of the Supreme Court of the State of New York.

THE PEOPLE OF THE STATE OF  
NEW YORK

against

*Morris Spiegel*

On conviction by verdict of a  
Felony - presenting a false and  
fraudulent claim to the Insurance  
Company of North America, a corporation  
then lawfully doing business in the  
County and State of New York, for an alleged  
loss upon a certain contract of insurance sustained  
by reason of fire

Whereupon it is ORDERED and ADJUDGED by the Court that the  
said

*Morris Spiegel*

for the FELONY aforesaid, whereof he is convicted, be imprisoned  
in the STATE PRISON, at hard labor for the term of *Three*  
years, and *six months*

A true Extract from the Minutes.

*John F. Carroll* Clerk.

[OVER]

0025

I hereby Certify, That the prisoner within named was examined by the Court before judgment was pronounced, and he stated that he had learned practiced mechanical trade.

.....Clerk.

N. Y. OYER AND TERMINER,

THE PEOPLE

OF THE STATE OF NEW YORK

against

*Henry Shepard*

*Dec 11-1872*  
*1892*

COPY OF SENTENCE TO

STATE PRISON,

for the term of *One year*  
*and no months*

*The within named convict  
Received Dec 15<sup>th</sup> 1894  
King's County Prison  
Brook of New York*

Court of Chancery & Surrogate  
in & for the County of New York

County of the State of  
New York

75 FOR IDENTIFICATION  
N. B. STAMP

Morris Spiegel Principal  
Munuel Kolberg & Mary A  
Trustman executors

Applicants & notice of  
petition

*Staubly*

Levy & Wansell  
Attys for dept of education  
Waco N.Y  
my

Kindly conit ~~the~~ advise  
of a copy of written app. made  
NY Dec 19 1874

J. P. Fallow  
Deputy  
Recorder

0026





-2-

V. That on the 6th day of February, 1894, your petitioners gave an undertaking and executed the same to the People of the State of New York, in the sum of Twenty five thousand (25,000) Dollars, for the appearance of said Morris Spiegel to answer any judgment of the Court of Appeals.

VI. That thereafter and on the 8th day of October, 1894, the Court of Appeals affirmed the conviction and also the judgment of the General Term of the Supreme Court.

VII. That on the 15th day of October, 1894, an order was duly entered by the Court of Oyer and Terminer, by which the undertaking, given by your petitioners was declared forfeited; and that on the 16th day of October, 1894, a judgment for \$25,000 was entered on the office of the Clerk of the County of New York against your petitioners and Morris Spiegel. That your petitioners never received any notice to produce the said Morris Spiegel, nor did they receive any notice that judgment would be entered against them, and only learned of the said judgment through their attorneys.

VIII. <sup>These petitioners are informed and verily believe,</sup> That prior to the said forfeiture, and at the request of Hon. Charles Daniels, who was the attorney for the defendant, Morris Spiegel, Principal, the District Attorney of the City and County of New York extended the time for the appearance and surrender of said Morris Spiegel ten days, and that before the expiration of the said ten days the bond was forfeited and the defendant Morris Spiegel surrendered. That since the said forfeiture and entry of judgment the said Morris Spiegel has been surrendered by your petitioners, and has been committed to the State's Prison, and is now serving

0830

-3-

his sentence of three and one-half years, imposed by the Court of Oyer and Terminer, on the 27th day of December, 1892, as appears by the annexed certificate of the Court of Oyer and Terminer, and the certificate of the Warden of Sing Sing Prison.

LX. That by reason of the surrender of said principal, your petitioners believe that the People of the State of New York have lost no rights on account of the failure to produce the principal in accordance with the provisions of the undertaking herein, as appears by the certificate of the District Attorney of the City of New York.

X. That the Sheriff is entitled to no fees, as appears by the annexed <sup>certificate and</sup> certified copy of an order of the Court of Common Pleas, and no charges were incurred <sup>by the plaintiff or its agents</sup> in the capture of said principal, and all the Sheriff's fees have been paid, as appears by his annexed certificate.

XI. That <sup>a</sup> previous application has been made for an order as is now sought to the Special Term of <sup>the Court of Common Pleas</sup> ~~this Court~~, but the Justices to whom same was made, allowed your petitioners to withdraw same.

WHEREFORE your petitioners pray that an order be made, vacating the judgment for \$25,000, entered against them and Morris Spiegel, in the Court of Oyer and Terminer, and docketed in the Judgment book, in the County Clerk's office, of New York County, on the 16th day of October, 1894, and that said County Clerk be directed to mark the said judgment vacated and set aside.

Dated New York, December 17<sup>th</sup>, 1894.

Mary A. Kauffman  
Maurice G. Kauffman

0031

STATE OF NEW YORK

CITY AND COUNTY OF NEW YORK

MARY A. KAUFFMAN, being duly sworn deposes and says that

she is one of the petitioners named in, and who signed the foregoing petition; that she has read the same and knows the contents thereof, and that the same are true of the knowledge of your petitioner, except as to the matters therein stated to be alleged on information and belief, and as to those mat-  
ters she verily believes it to be true.

13

Subscribed and sworn to before me : *Mary A. Kauffman*  
this *17<sup>th</sup>* day of December, 1894.

*Paul J. Thomas*  
Notary Public  
New York County  
N.Y.

0832

STATE OF NEW YORK :  
: SS:-  
CITY AND COUNTY OF NEW YORK :

MANUEL GOLDBERG, being duly sworn deposes and says that he is one of the Petitioners named in, and who signed the foregoing petition; that he has read the same and knows the contents thereof, and that the same are true of the knowledge of your Petitioners, except as to the matters therein stated to be alleged on information and belief, and as to those matters he verily believes it to be true.

14

Subscribed and sworn to before me : *Manuel Goldberg*  
this *19<sup>th</sup>* day of December, 1894. :

*Paul J. Brundage*  
Notary Public  
New York County  
N.Y.

COURT OF OYER AND TERMINER

-----  
THE PEOPLE OF THE STATE OF NEW YORK

against

M O R R I S   S P I E G E L ,  
Principal

M A R Y A . K A U F F M A N and M A N U E L G O L D B E R G ,  
Sureties.  
-----

This is an application for the certificate of the District Attorney that the People of the State of New York have lost no rights etc. by reason of the failure of the sureties to produce the principal in compliance with the terms of the recognizance given by them on February 6th, 1894 in the sum of twenty-five thousand dollars, which was forfeited on the 15th day of October, 1894, and judgment entered thereon on the 16th day of October, 1894.

The sureties have since produced the principal, and he is now confined in State Prison serving the sentence which was imposed upon his conviction in the Court of Oyer and Terminer.

I therefore recommend that the District Attorney grant the usual certificate.

Dated, New York, January 3rd, 1895.

*Joseph V. Hennessy*

Deputy Assistant.

COURT OF OYER AND TERMINER

-----  
THE PEOPLE OF THE STATE OF NEW YORK

against

M O R R I S   S P I E G E L ,  
Principal

MARY A. KAUFFMAN and MANUEL GOLDBERG,  
Sureties.  
-----

I DO HEREBY certify that the People of the State of New York have lost no rights by reason of the failure of the sureties to produce the principal in compliance with the terms of the recognizance given by them in the sum of twenty-five thousand dollars on the 6th day of February, 1894, for the reason that the principal has been surrendered and is now confined in Sing Sing Prison pursuant to the sentence imposed by the trial court upon the conviction by jury.  
Dated, New York, January 8<sup>th</sup> 1895.

*J. H. McCann*  
District Attorney.

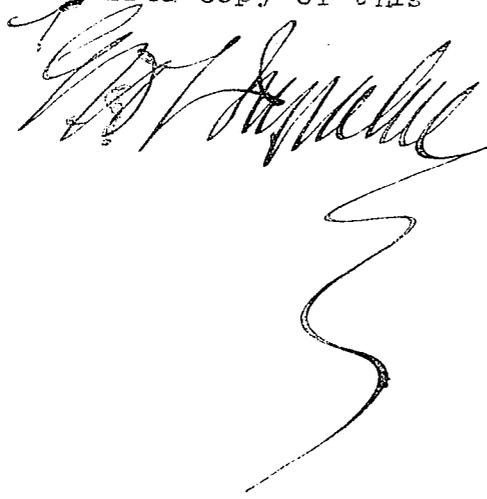


0036

NOW on motion of Levy & Wandell, attorneys for defendants' sureties, it is

ORDERED that the judgment entered herein in the Court of Oyer and Terminer against the defendants, MORRIS SPIEGEL, as principal, and the defendants, MANUEL GOLDBERG and MARY A. KAUFMAN as sureties, in the office of the Clerk of the City and County of New York, on the 16th day of October, 1894, for Twenty five thousand Dollars (\$25,000) each, be, and the same ~~xxxxx~~ are hereby vacated and set aside.

And the Clerk of the City and County of New York, is hereby ordered and directed to vacate and discharge said judgments of record on receipt of a certified copy of this order.

A handwritten signature in cursive script, appearing to read "Levy & Wandell", is written over the bottom right portion of the text. Below the signature is a large, stylized flourish or scribble.

Court of Open Sessions  
for the City and County of New York.

The People of the State  
of New York.

- vs -

Mario Lopez, Principal,  
Manuel Golden and  
Mary A. Kaufman, Lessees.

Under writing Judgment:  
City.

Levy E. Woodell,  
Attorney for Lessees  
World Trade  
New York

0037

0038

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

.....  
The People of the State of New York, )  
--against-- )-  
MORRIS SPIEGEL. )  
.....

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK,

by this Indictment, a c c u s e MORRIS SPIEGEL of the  
crime of presenting, and causing to be presented, a false  
and fraudulent claim for the payment of a loss upon a con-  
tract of insurance, knowing it to be such, committed as fol-  
lows:

Here t o f o r e, to wit: on the 15th day of  
October, in the year of our Lord one thousand eight hundred  
and ninety-one, at the City of New York, in the County of  
New York aforesaid, the Mechanic's Insurance Company of  
Philadelphia, a corporation then, and at all the times herein  
mentioned, lawfully doing business in the City, County and  
State of New York, as an insurer against loss or damage  
by fire, duly made a certain contract of insurance whereby  
the said the Mechanic's Insurance Company of Philadelphia  
duly insured the said Morris Spiegel, (then and at all the  
times herein mentioned, doing business in and by the name  
and style of "A. Blum Junior's Sons,") to the amount of

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(2)

twenty-five hundred dollars, against loss or damage by fire to or upon certain goods, chattels and merchandise contained in the brick building, situated at number one hundred and one and one hundred and three Broad Street, in the said City of New York, for the term of one year from the said 15th day of October, in the year aforesaid, to the 15th day of October, in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged, the said contract of insurance was in full force and effect;

And prior to the sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, certain other fire insurance companies lawfully doing business in the said City, County and State of New York, as insurers against loss or damage by fire, had theretofore duly issued certain other like contracts of insurance to the said Morris Spiegel upon the same goods, chattels and merchandise, contained in the same building, whereby the said last mentioned fire insurance companies had insured the said Morris Spiegel against loss or damage by fire to or upon the same goods, chattels and merchandise to the amount in the aggregate of thirty-two thousand five hundred dollars, all of which said contracts of insurance were then and there and at all the times thereafter herein mentioned in full force and effect; and on the said sixteenth day of December in the year last aforesaid, the said Morris Spiegel had insurance upon the said goods, chattels and merchandise to the aggregate amount of thirty-five thousand dollars.

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(3)

A n d afterwards, to wit: on the said sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance so as aforesaid, made by the said the Mechanics Insurance Company of Philadelphia was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

A n d afterwards, to wit: on the fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force an arms, fraudulently and knowingly, did feloniously present, and cause to be presented, to the said the Mechanics Insurance Company of Philadelphia, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance so made as aforesaid, by the said the Mechanics Insurance Company of Philadelphia, wherein and whereof it was claimed, set forth and alleged by the said Morris Spiegel, that a loss had been sustained by the said Morris Spiegel by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said the Mechanics Insurance Company of Philadelphia was then justly indebted to the said Morris Spiegel by reason of

0041

(4)

the said loss, damage and contract of insurance in the sum of twenty-five hundred dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the said Morris Spiegel by reason of the said fire and the destruction and damage occasioned thereby to goods, chattels and merchandise contained in the said building at the time of the said fire and so insured as aforesaid to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said Mechanics' Insurance Company of Philadelphia was not then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of twenty-five hundred dollars; all of which he the said Morris Spiegel then and there well knew: against the form of the Statute in such cases 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 a c c u s e the said MORRIS SPIEGEL of the same crime of presenting and causing to be presented a false and

0042

(5)

fraudulent claim for the payment of a loss upon a contract of insurance, knowing it to be such, committed as follows:

Here to fore, to wit: on the 15th day of October in the year of our Lord one thousand eight hundred and ninety-one, at the City of New York in the County of New York aforesaid, the Mechanics' Insurance Company of Philadelphia, a corporation then and at all the times hereinafter mentioned lawfully doing business in the City, County and State of New York, as an insurer against loss or damage by fire, duly made a certain contract of insurance whereby the said the Mechanics' Insurance Company of Philadelphia duly insured the said Morris Spiegel, (then and at all the times herein mentioned doing business in and by the name and style of "A. Blum Junior's Sons,") to the amount of twenty-five hundred dollars against loss or damage by fire to or upon certain goods, chattels and merchandise contained in the brick building, situated at numbers one hundred and one and one hundred and three Broad Street in the said City of New York, for the term of one year from the said 15th day of October in the year aforesaid to the 15th day of October in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged the said contract of insurance was in full force and effect.

And afterwards, to wit: on the sixteenth day of December, in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance was in

0043

(3)

full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

And afterwards, to wit: on the said fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulent, and knowingly did feloniously present, and cause to be presented, to the said Mechanics Insurance Company of Philadelphia, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel that a loss had been sustained by the said Morris Spiegel by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said Mechanics Insurance Company of Philadelphia was then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance, in the sum of twenty-five hundred dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the said Morris Spiegel by reason of the said fire and the destruction and damage occasioned thereby to the

0844

(7)

goods, chattels and merchandise contained in said building at the time of the said fire and so insured as aforesaid to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said the Mechanics' Insurance Company of Philadelphia was not then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of twenty-five hundred dollars; all of which the said Morris Spiegel then and there well knew: against the form of the Statute in such cases made and provided and against the peace of the People of the State of New York, and their dignity.

DE LANCEY NICOLL,

District Attorney.

0045

**POOR QUALITY ORIGINAL**

1057

1629

Witnesses:

(501)

John J. Conroy  
 Charley  
 Arthur Blane  
 Jas Mitchell  
 Geo W Stoyt  
 Benoni Kockwood  
 Jas A McKenna  
 Ed E Pierce

Counsel,  
 Filed 31 day of May 1892  
 Pleads *Winnifred Lacey*  
*vs. Morris Spiegel*  
 THE PEOPLE  
 vs.  
 MORRIS SPIEGEL  
 (8 cases)

*Handwritten insurance claim*  
*(Section 579, Penal Code)*

DE LANCEY NICOLL,  
 District Attorney.

*Annotation of Abraham & Elkins*  
*of the District Attorney*  
*concerning the order of the*  
 A TRUE BILL.

*1897*  
*Lacey*  
 Foreman.

*Vertical handwritten notes*

COURT OF GENERAL SESSIONS OF THE PEACE,

Of the City and County of New York.

The People of the State of New York, )  
 )  
 --against-- )-  
 )  
 MORRIS SPIEGEL. )  
 )  
 )

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK,

by this Indictment, a c c u s e MORRIS SPIEGEL of the  
 crime of presenting, and causing to be presented, a false and  
 fraudulent claim for the payment of a loss upon a contract  
 of insurance, knowing it to be such, committed as follows:

H e r e t o f o r e, to wit: on the 13-th day of  
 May, in the year of our Lord one thousand eight hundred  
 and ninety-one, at the City of New York, in the County of  
 New York aforesaid, the Insurance Company of North America,  
 a corporation then and at all the times herein mentioned,  
 lawfully doing business in the City, County and State of  
 New York, as an insurer against loss or damage by fire,  
 duly made a certain contract of insurance whereby the said  
 the Insurance Company of North America duly insured the  
 said Morris Spiegel, (then and at all the times herein men-  
 tioned doing business in and by the name and style of

0047

(2)

"A. Blum Junior's Sons,") to the amount of seven thousand dollars, against loss or damage by fire to or upon certain goods, chattels and merchandise belonging to him, or held by him in trust, or on commission, or sold but not delivered, and contained in the brick building, situated at numbers one hundred and one and one hundred and three Broad Street, in the said City of New York, for the term of one year from the said 15th day of May, in the year aforesaid, to the 15th day of May, in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged, the said contract of insurance was in full force and effect;

And prior to the sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, certain other fire insurance companies lawfully doing business in the said City, County and State of New York, as insurers against loss or damage by fire, had then and there before issued certain other like contracts of insurance to the said Morris Spiegel upon the same goods, chattels and merchandise, contained in the same building, whereby the said last mentioned fire insurance companies had insured the said Morris Spiegel against loss or damage by fire to or upon the same goods, chattels and merchandise to the amount in the aggregate of twenty-eight thousand dollars, all of which said contracts of insurance were then and there and at all the times thereafter herein mentioned in full force and effect; and on the said sixteenth day of December in

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the year last aforesaid, the said Morris Spiegel had insurance upon the said goods, chattels and merchandise to the aggregate amount of thirty-five thousand dollars.

A n d afterwards, to wit: on the said sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance so as aforesaid, made by the said the Insurance Company of North America, was in full force and effect, a fire occurred in the said building B, which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

A n d afterwards, to wit: on the fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly, did feloniously present, and cause to be presented, to the said the Insurance Company of North America, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance so made as aforesaid by the said the Insurance Company of North America, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel, that a loss had been sustained by him the said Morris Spiegel by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as

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aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said the Insurance Company of North America, was then justly indebted to him the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of seven thousand dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the said Morris Spiegel by reason of the said fire and the destruction and damage occasioned thereby to goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said Insurance Company of North America was not then justly indebted to him the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of seven thousand dollars; all of which he the said Morris Spiegel then and there well knew; 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 MORRIS SPIEGEL of the same crime of presenting and causing to be presented a false and

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fraudulent claim for the payment of a loss upon a contract of insurance, knowing it to be such, committed as follows:

H e r e t o f o r e, to wit: on the 18th day of May in the year of our Lord one thousand eight hundred and ninety-one, at the City of New York in the County of New York aforesaid, the Insurance Company of North America, a corporation then and at all the times hereinafter mentioned lawfull, doing business in the City, County and State of New York, as an insurer against loss or damage by fire, duly made a certain contract of insurance whereby the said the Insurance Company of North America duly insured the said Morris Spiegel, (then and at all the times herein mentioned doing business in and by the name and style of "A. Blum Junior's Sons,") to the amount of seven thousand dollars against loss or damage by fire to or upon certain goods, chattels and merchandise belonging to him the said Morris Spiegel, or held by him in trust or on commission, or sold but not delivered, and contained in the brick building, situated at numbers one hundred and one and one hundred and three Broad Street in the said City of New York, for the term of one year from the said 18th day of May, in the year aforesaid to the 18th day of May, in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged the said contract of insurance was in full force and effect;

A n d afterwards, to wit: on the sixteenth day of December in the year of our Lord one thousand eight hundred

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and ninety-one, while the said contract of insurance was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

And afterwards, to wit: on the said fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulent, and knowingly did feloniously present, and cause to be presented, to the said the Insurance Company of North America, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel that a loss had been sustained by him by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattel and merchandise contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said the Insurance Company of North America was then justly indebted to him the said Morris Spiegel by reason of the said loss, damage and contract of insurance, in the sum of seven thousand dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the said Morris Spiegel by reason of the said fire and the de-

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struction and damage occasioned thereby to the goods, chattels and merchandise contained in said building at the time of the said fire and so insured as aforesaid to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said the Insurance Company of North America was not then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of seven thousand dollars; All of which by the said Morris Spiegel then and there well knew: 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.

DE LANCEY NICOLL,

District Attorney.

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1630

Witnesses:

(501)

John Courtney  
Charles Leng  
Arthur Blase  
James Mitchell  
George W Hoyt  
Benoni Lockwood  
James A McKenna  
Ed Pierce

Paired Feb 6 1893 on appeal  
in \$15000.00  
Solomon Lebach  
44 E 54 St  
Henry Kaufman  
170 E 91 St

Counsel,

Filed \_\_\_\_\_ day of \_\_\_\_\_

Pleads, *Not guilty*

THE PEOPLE

vs.

DE LANCEY NICOLL,

District Attorney

A TRUE BILL

*J. R.*

Foreman.

Bond on Appeal  
I. Oct. 15 1894



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lars, against loss or damage by fire to or upon certain goods, chattels and merchandise contained in the brick building, situated at number one hundred and one and one hundred and three Broad Street, in the said City of New York, for the term of one year from the said 15th day of October, in the year aforesaid, to the 15th day of October, in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged, the said contract of insurance was in full force and effect;

And prior to the sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one certain other fire insurance companies lawfully doing business in the said City, County and State of New York, as insurers against loss or damage by fire, had theretofore duly issued certain other like contracts of insurance to the said Morris Spiegel upon the same goods, chattels and merchandise, contained in the same building, whereby the said last mentioned fire insurance companies had insured the said Morris Spiegel against loss or damage by fire to or upon the same goods, chattels and merchandise to the amount in the aggregate of thirty-two thousand five hundred dollars, all of which said contracts of insurance were then and there and at all the times thereafter herein mentioned in full force and effect; and on the said sixteenth day of December in the year last aforesaid, the said Morris Spiegel had insurance upon the said goods, chattels and merchandise to

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the aggregate amount of thirty-five thousand dollars.

A n d afterwards, to wit: on the said sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance so as aforesaid, made by the said the United Firemen's Insurance Company was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

A n d afterwards, to wit: on the fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegle, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly, did feloniously present, and cause to be presented to the said the United Firemen's Insurance Company a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance so made as aforesaid by the said the United Firemen's Insurance Company, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel, that a loss had been sustained by the said Morris Spiegel by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents,

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and that the said the United Firemen's Insurance Company was then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of twenty-five hundred dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the said Morris Spiegel by reason of the said fire and destruction and damage occasioned thereby to goods, chattels and merchandise contained in the said building at the time of the said fire and so insured as aforesaid to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said United Firemen's Insurance Company was not then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of twenty-five hundred dollars; all of which he the said Morris Spiegel then and there well knew: against the form of the Statute in such cases 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 MORRIS SPIEGEL of the

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same crime of presenting and causing to be presented a false and fraudulent claim for the payment of a loss upon a contract of insurance, knowing it to be such, committed as follows:

Here t o f o r e, to wit: on the 15th day of October in the year of our Lord one thousand eight hundred and ninety-one, at the City of New York in the County of New York aforesaid, the United Firemen's Insurance Company, a corporation then and at all the times hereinafter mentioned lawfully doing business in the City, County and State of New York, as an insurer against loss or damage by fire, duly made a certain contract of insurance whereby the said the United Firemen's Insurance Company duly insured the said Morris Spiegel, (then and at all the times herein mentioned doing business in and by the name and style of "A. Blum Junior's Sons,") to the amount of twenty-five hundred dollars against loss or damage by fire to or upon certain goods, chattels and merchandise contained in the brick building, situated at numbers one hundred and one and one hundred and three Broad Street in the said City of New York, for the term of one year from the said 15th day of October in the year aforesaid to the 15th day of October in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged the said contract of insurance was in full force and effect;

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A n d afterwards, to wit: on the sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

A n d afterwards, to wit: on the said fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly did feloniously present, and cause to be presented, to the said the United Firemen's Insurance Company, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel that a loss had been sustained by the said Morris Spiegel by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said the United Firemen's Insurance Company was then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance, in the sum of twenty-five hundred dollars; which said claim was then and there false and fraudu-

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lent in this, to wit: that a loss had not been sustained by the said Morris Spiegel by reason of the said fire and the destruction and damage occasioned thereby to the goods, chattels and merchandise, contained in said building at the time of the said fire and so insured as aforesaid to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said the United Firemen's Insurance Company was not then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of twenty-five hundred dollars; all of which be the said Morris Spiegel then and there well knew: against the form of the Statute in such cases made and provided, and against the peace of the People of the State of New York, and their dignity.

DE LANCEY NICOLL,

District Attorney.

1049  
United Fruit Co

- ~~James Mitchell~~
- John J. Courtney
- Arthur Bliss
- Chas Henry
- James Mitchell
- Geo W Hart
- Bernoni Hochwood
- James A McKeena
- ~~Edward P~~

Counsel, 31 day of May 1897  
 Filed  
 Pleads, Myself, James  
with Mr. [unclear]  
 THE PEOPLE vs.  
 MORRIS SPIEGEL.  
 (18 cases)

DE LANCEY NICOLL,  
 District Attorney.  
 On motion of Abraham S. Skow,  
 and the District Attorney  
 respondent, ordered that this  
 indictment be dismissed  
 A TRUE BILL.  
 Nov. 3, 1897.  
 [Signature]  
 Foreman.

*(written upside down)*  
Franklin [unclear] (Vol. 579, Penn. Case)



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Junior's Sons,") to the amount of three thousand dollars, against loss or damage by fire to or upon certain goods, chattels and merchandise belonging to him, or held by him in trust, or on commission, or sold but not delivered, and contained in the brick building, situated at number one hundred and one and one hundred and three Broad Street, in the said City of New York, for the term of one year from the said 22nd day of May, in the year aforesaid, to the 22nd day of May, in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged, the said contract of insurance was in full force and effect;

And prior to the sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, certain other fire insurance companies lawfully doing business in the said City, County and State of New York, as insurers against loss or damage by fire, had theretofore duly issued certain other like contracts of insurance to the said Morris Spiegel upon the same goods, chattels and merchandise, contained in the same building, whereby the said last mentioned fire insurance companies had insured the said Morris Spiegel against loss or damage by fire to or upon the same goods, chattels and merchandise to the amount in the aggregate of thirty-two thousand dollars, all of which said contracts of insurance were then and there and at all the times thereafter herein mentioned in full force and effect; and on the said sixteenth day of December in the year

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last aforesaid, the said Morris Spiegel had insurance upon the said goods, chattels and merchandise to the aggregate amount of thirty-five thousand dollars.

A n d afterwards, to wit: on the said sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance so as aforesaid, made by the said the Lion Fire Insurance Company, Limited, was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

A n d afterwards, to wit: on the fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly, did feloniously present, and cause to be presented, to the said the Lion Fire Insurance Company, Limited, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance so made as aforesaid by the said the Lion Fire Insurance Company, Limited, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel, that a loss had been sustained by him the said Morris Spiegel by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as

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aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said the Lion Fire Insurance Company, Limited, was then justly indebted to him the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of three thousand dollars, which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the said Morris Spiegel by reason of the said fire and destruction and damage occasioned thereby to goods, chattels and merchandise belonging to the said firm contained in the said building at the time of the said fire and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said the Lion Fire Insurance Company, Limited, was not then justly indebted to him the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of three thousand dollars; all of which he the said Morris Spiegel then and there well knew; against the form of the Statute in such cases 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 a c c u s e the said MORRIS SPIEGEL of the same

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crime of presenting and causing to be presented a false and fraudulent claim for the payment of a loss upon a contract of insurance, knowing it to be such, committed as follows:

Here to fore, to wit: on the 22nd day of May, in the year of our Lord one thousand eight hundred and ninety-one, at the City of New York in the County of New York aforesaid, the Lion Fire Insurance Company, Limited, a corporation then and at all the times hereinafter mentioned lawfully doing business in the City, County and State of New York, as an insurer against loss or damage by fire, duly made a certain contract of insurance whereby the said the Lion Fire Insurance Company, Limited, duly insured the said Morris Spiegel, (then and at all the times herein mentioned doing business in and by the name and style of "A. Blum Junior's Sons,") to the amount of three thousand dollars, against loss or damage by fire to or upon certain goods, chattels and merchandise belonging to him the said Morris Spiegel, or held by him in trust or on commission, or sold but not delivered, and contained in the brick building, situated at numbers one hundred and one and one hundred and three Broad Street in the said City of New York, for the term of one year from the said 22nd day of May, in the year aforesaid to the 22nd day of May, in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged the said contract of insurance was in full force and effect;

And afterwards, to wit: on the sixteenth day

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of December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

And afterwards, to wit: on the said fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly did feloniously present, and cause to be presented, to the said the Lion Fire Insurance Company, Limited, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel that a loss had been sustained by him by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said the Lion Fire Insurance Company, Limited, was then justly indebted to him the said Morris Spiegel, by reason of the said loss, damage and contract of insurance, in the sum of three thousand dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the said Morris Spiegel by reason of the said fire and the

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destruction and damage occasioned thereby to the goods, chattels and merchandise contained in said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said the Lion Fire Insurance Company, Limited, was not then justly indebted to the said firm by reason of the said loss, damage and contract of insurance in the sum of three thousand dollars; all of which he the said Morris Spiegel then and there well knew: 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.

DE LANCEY NICOLL,

District Attorney.

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Witnesses:

John Courtney  
Charles Leiby  
Arthur DeLoe  
James Mitchell  
Leo Moryst  
Benjamin Lockwood  
James A. McNeill  
Ed. Pierce

Counsel

Filed

day of

1892

Pleas

THE PEOPLE

vs.

Morris Spiegel.

( 8 cases )

DE LANCEY NICOLL,

District Attorney.

On application of Abram S. El Kiss  
and the District Attorney  
Consentary,  
A TRUE BILL, ordered that  
this indictment be dismissed  
Nov. 3 24/1892

James C. Catlin  
Foreman.

Prudential Insurance Co. (Sec. 578, Penal Code.)

.....  
 THE PEOPLE  
 vs.  
 MORRIS SPIEGEL.  
 .....

This is a motion for the dismissal of seven indictments found against the above named defendant on May 28th 1892, charging him with the crime of presenting a fraudulent claim to an Insurance Company.

The above seven indictments were one of a set of eight indictments all identical in character except that the defendant had policies in eight Companies, and an indictment was found upon each separate proof of claim filed. Upon one of these indictments the defendant is tried and convicted; the learned court, with a knowledge of the other indictments, imposed sentence, which, after unsuccessful appeals, defendant partially served.

It has been the practice, or policy of the courts, to regard such a disposition of one of a series of co-temporaneous indictments as an absolute and final disposition of all, and I cannot recall in the history of this County, so far as I have been able to discover, a case where, after conviction, sentence and imprisonment upon one, a defendant was subjected to further prosecution upon other identical indictments theretofore found. After defendant's imprisonment, and after serving a substantial term, application was made for his pardon to His Excellency Governor Morton, who most carefully considered this voluminous case and was thoroughly familiar with all of its details. Opposition to the pardon was made by the Insurance Companies which they agreed

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to withdraw if a stipulation could be exacted from the defendant to abate or discontinue his civil claim against them, but, of course, the Governor refused to be a party to any such mercenary arrangement, and upon the merits and with a full understanding of the case as above expressed, and with a complete knowledge of the pendency of the seven indictments in question, granted a full and unconditional pardon and restored the defendant to citizenship.

The defendant thereafter continued the prosecution of his civil suits against the Insurance Companies, and which, it appears, are now pending and on the calendar for trial. It is no violation of official confidence to state, as it is a matter of public record in the District Attorney's office, that upon the importunity and solicitation of these Insurance Companies in November 1896, the late District Attorney, Colonel Fellows, sent a formal communication to the Governor practically requesting permission to further prosecute upon these remaining indictments. While there is no law controlling the subject, in view of the experience and practice in such cases above recited, Colonel Fellows felt that he would, or could not, take such a step without express Executive sanction.

Such sanction was never given. ~~X~~ I am satisfied no public interest requires, or could possibly be subserved by the further prosecution of these indictments, and to take any further step in that regard would be in defiance of Executive authority.

In view of all these circumstances, no further prosecution can be had of these indictments, and therefore no proper objection can be interposed by the District Attorney to their dismissal.

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Dated New York, *May 2<sup>nd</sup> 189*

tion of Witnesses until he give such security or be legally discharged.

such security for his appearance, that he be committed to the House for the Deten-  
ORDERED, if the said *Arthur Blair* fail to furnish

Dollars for his appearance as a witness against the said defendant, and it is further  
enter into Recognizance with security in the sum of *Twenty* Hundred

I hereby ORDER that the said *Arthur Blair*  
be served with the process of this Court when required,

*Arthur Blair* will not appear to testify, or cannot  
If appearing by the within affidavit that there is reasonable cause to believe that

Court of General Sessions of the Peace.

PART.....

THE PEOPLE, ETC., ON THE  
COMPLAINT OF

vs.

Morris Spiegel

Arthur Bleis  
witness

OFFENSE

Affidavit and Order to Commit to the House  
for the Detention of Witnesses.

DE LANCEY NICOLL,  
District Attorney,  
NEW YORK COUNTY.

filed May 27/93

0074

*CARDOZO & NATHAN,*  
ATTORNEYS AND COUNSELLORS AT LAW,  
EQUITABLE BUILDING, 120 BROADWAY,

MICHAEL H. CARDOZO, }  
EDGAR J. NATHAN. }

New York, November 9th, 1896.

Hon. John R. Fellows,

Dear Sir:-

One Morris Spiegel was indicted in May, 1892, for presenting a fraudulent claim against the Insurance Company of North America. In his proof of loss to that company Mr. Spiegel claimed that the actual value of his stock on hand at the time of the fire, which took place on December 16th. 1891, was the sum of \$130,688.50; that his loss or damage by the fire was the sum of \$70,221.79, and that his insurance was \$35,000, all of which he claimed from the companies.

The evidence conclusively showed that instead of having a stock of anything like \$130,000, his books had been altered by the addition of the figure "1" in the column of hundreds of thousands, and that he had not to exceed \$30,000 worth of stock on hand at the time of the fire, and that the damage thereto by the fire did not exceed the sum of \$1,000.

The case was tried before Hon. Leslie W. Russell, sitting at the Oyer and Terminer, in the City of New York, in December, 1892; the trial occupied some two weeks, and the jury found Mr. Spiegel guilty, and thereupon he was sentenced by the Court to

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three and one-half years in the State Prison.

Mr. Spiegel appealed to the General Term of the Supreme Court, and the judgment of the Oyer and Terminer was affirmed, Mr. Justice Van Brunt writing the opinion.

Mr. Spiegel thereupon appealed to the Court of Appeals, and on October 4th. 1894, the Court of Appeals, Mr. Justice Finch delivering the opinion, unanimously affirmed the decision of the courts below. (See 143 N. Y., 107.)

The other Insurance Companies in which Mr. Spiegel was insured, and to which he presented like proofs of loss, were The Lion Fire Insurance Company of London, England; the Firemen's Fund Insurance Company of San Francisco, Cal.; The Imperial Fire Insurance Company of London, England; The Mechanics Insurance Company of Philadelphia, Pa.; The United Firemens' Insurance Company of Philadelphia, Pa.; The Liverpool & London & Globe Insurance Company of England, and the London and Lancashire Insurance Company of Liverpool, England.

It has never been the purpose of the Insurance Companies interested to in any way pursue Mr. Spiegel in a vindictive spirit, but Mr. Spiegel, in spite of the judgment of the court that he had committed a deliberate fraud upon the companies under section 579

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of the Penal Code, when motions were made on behalf of the companies in January, 1895, to dismiss the several civil suits which he had brought against the companies, deliberately opposed this application, and put the cases upon the calendar for trial, and is now pressing them for trial, notwithstanding the deliberate judgment of the Supreme Court and the Court of Appeals against him.

Under these circumstances, and notwithstanding the time that has elapsed since the several attempts to defraud were committed by Mr. Spiegel, the companies feel it proper that they should request you, and they now do so, through us as their counsel, to present the several cases on behalf of the companies named, other than the Insurance Company of North America, to the Grand Jury, for indictment. In other words, the indictment should be found by the Grand Jury against Mr. Spiegel for presenting a fraudulent claim to each of the Insurance Companies under Section 579 of

the Penal Code.

*This pressing his fraudulent claims  
said is a continuation of his criminal conduct  
which should be punished as such  
deliberate continuance  
therein*

Yours Very Respectfully,

*Cardozo*

*Attorney for Lion Fire Ins Co  
and other associations*

*Attorney for Lion Fire Ins Co*

*Attorneys for the Lion Fire  
Insurance Co. of New York  
The Lion Fire Insurance Co. of New York*

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of the ...  
part ...  
to

Per  
MS  
Thomas Spiegel  
Indict  
May 27 92 3 cases  
" 31 " 4 "  
Dennis ...  
File with ...  
APK

to ...  
- ...  
to ...



situated at numbers one hundred and one and one hundred and three Broad street in the said City of New York for the term of one year from the said 29th day of June in the year aforesaid, to the 29th day of June in the year of our Lord one thousand eight hundred and ninety-two at noon, and at the time of the commission of the crime hereinafter alleged the said contract of insurance was in full force and effect;

And prior to the sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, certain other fire insurance companies lawfully doing business in the said City, County and State of New York, as insurers against loss or damage by fire, had theretofore duly issued certain other like contracts of insurance to the said <sup>Morris Spiegel</sup> ~~Firm of A. Blum Junior's Sons~~ upon the same goods, chattels and merchandise, contained in the same building, whereby the said last mentioned fire insurance companies had insured the said <sup>Morris Spiegel</sup> ~~Firm of A. Blum Junior's~~ Sons against loss or damage by fire to or upon the same goods, chattels and merchandise, to the amount in the aggregate of twenty-six thousand dollars, all of which said contracts of insurance were then and there and at all the times thereafter herein mentioned, in full force and effect; and on the said sixteenth day of December in the year last aforesaid, the said <sup>Morris Spiegel</sup> ~~Firm of A. Blum Junior's Sons~~ had insurance upon the said goods, chattels and merchandise to the aggregate amount of thirty-five thousand dollars.

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And afterwards, to wit: on the said sixteenth day of December, in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance, so as aforesaid, made by the said The Liverpool and London and Globe Insurance Company ~~of England~~ was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

And afterwards, to wit: on the fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly, did feloniously present, and cause to be presented, to the said The Liverpool and London and Globe Insurance Company ~~of England~~, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance so made as aforesaid by the said, The Liverpool and London and Globe Insurance Company ~~of England~~, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel, ~~for the said firm of A. Blum Junior's Sons~~, that a loss had been sustained by the said <sup>Morris Spiegel</sup> ~~firm~~ by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise ~~belonging to the said firm~~ contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars

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and seventy-nine cents, and that the said The Liverpool and London and Globe Insurance Company ~~of England~~ was then justly indebted to <sup>him</sup> the said <sup>Morris Spiegel</sup> firm by reason of the said loss, damage and contract of insurance in the sum of nine thousand dollars, which said claim was then and there false and fraudulent in this, to wit: That a loss had not been sustained by the said <sup>Morris Spiegel</sup> firm of A. Blum Junior's Sons by reason of the said fire and the destruction and damage occasioned thereby to goods, chattels and merchandise ~~belonging to the said firm~~ contained in the said building at the time of the said fire and so insured as aforesaid to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said, The Liverpool and London and Globe Insurance Company ~~of England~~ was not then justly indebted to the said <sup>Morris Spiegel</sup> firm by reason of the said loss, damage and contract of insurance in the sum of nine thousand dollars; all of which he, the said Morris Spiegel then and there well knew: against the form of the Statute in such cases 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 Morris Spiegel of the same crime of presenting and causing to be presented a false and fraudulent claim for the payment of a loss upon a contract of insurance, knowing it to be such, committed as follows:

Heretofore, to wit: on the twenty-ninth day of

June, in the year of our Lord one thousand eight hundred and ninety-one, at the City of New York in the County of New York aforesaid, the Liverpool and London and Globe Insurance Company ~~of England~~, a corporation then and at all the times hereinafter mentioned, lawfully doing business in the City, County and State of New York, as an insurer against loss or damage by fire, duly made a certain contract of insurance whereby the said The Liverpool and London and Globe Insurance Company ~~of England~~ duly insured ~~the firm of A. Blum Junior's Sons, of which~~ he, the said Morris Spiegel ~~was~~ <sup>doing business in and by the name and style of "A. Blum Junior's Sons"</sup> (then, and at all the times herein mentioned ~~a member~~), to the amount of nine thousand dollars against loss or damage by fire to or upon certain goods, chattels and merchandise contained in the brick building situated at numbers one hundred and one and one hundred and three Broad street in the said City of New York, for the term of one year from the said 29th day of June in the year aforesaid to the 29th day of June in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged, the said contract of insurance was in full force and effect;

And afterwards, to wit: on the sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

And afterwards, to wit: on the said fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly did feloniously present, and cause to be presented, to the said the Liverpool and London and Globe Insurance Company ~~of England~~, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel ~~for the said firm of A. Blum Junior's Sons~~, that a loss had been sustained <sup>him</sup> by <sup>Morris Spiegel</sup> the said ~~firm~~ by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise ~~belonging to the said firm~~ contained in the said building at the time of the said fire and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said the Liverpool and London and Globe Insurance Company ~~of England~~ was then justly indebted <sup>him</sup> to the said <sup>Morris Spiegel</sup> ~~firm~~ by reason of the said loss, damage and contract of insurance, in the sum of nine thousand dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the <sup>Morris Spiegel</sup> said ~~firm~~ of A. Blum Junior's Sons by reason of the said fire and the destruction and damage occasioned thereby to the goods, chattels and merchandise ~~belonging to the said firm~~, contained in said building at the time of the

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said fire and so insured as aforesaid to the extent of  
seventy thousand two hundred and twenty-one dollars and  
seventy-nine cents, and the said the Liverpool and London  
and Globe Insurance Company ~~of England~~ was not then justly  
indebted to the said <sup>Morris Spiegel</sup> firm by reason of the said loss,  
damage and contract of insurance in the sum of nine  
thousand dollars; all of which he the said Morris Spiegel  
then and there well knew: against the form of the Statute  
in such cases made and provided and against the Peace of  
the People of the State of New York and their dignity.

De Lancey Nicoll,

District Attorney.

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*Amirpou... in White*

Witnesses:

- John J. Courtney*
- Charles Long*
- Arthur Blase*
- James Mitchell*
- Les W. Hoyt*
- B. Emori Lockwood*
- James McKenna*
- Ed E. Perry*

(50)

Counsel,

Filed *27* day of *May* 189*7*

Pleas *Not Guilty*

*vs.*

THE PEOPLE

vs.

Morris Spiegel.

( 3 cases )

DE LANCEY NICOLL,

District Attorney.

On motion of *Abraham S. Elkins* and the District Attorney *and the District Attorney* **IT IS ORDERED** that *this indictment* be dismissed.

*Nov. 3/97*

*Julius [Signature]*

Foreman.

*Section 579, Code of...*

-----M  
 THE PEOPLE :  
                   : vs. :  
 MORRIS SPIEGEL. :  
 -----M

This is a motion for the dismissal of seven indictments found against the above named defendant on May 28th 1892, charging him with the crime of presenting a fraudulent claim to an Insurance Company.

The above seven indictments were one of a set of eight indictments all identical in character except that the defendant had policies in eight Companies, and an indictment was found upon each separate proof of claim filed. Upon one of these indictments the defendant is tried and convicted; the learned court, with a knowledge of the other indictments, imposed sentence, which, after unsuccessful appeals, defendant partially served.

It has been the practice, or policy of the courts, to regard such a disposition of one of a series of co-temporaneous indictments as an absolute and final disposition of all, and I cannot recall in the history of this County, so far as I have been able to discover, a case where, after conviction, sentence and imprisonment upon one, a defendant was subjected to further prosecution upon other identical indictments theretofore found. After defendant's imprisonment, and after serving a substantial term, application was made for his pardon to His Excellency Governor Morton, who

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most carefully considered this voluminous case and was thoroughly familiar with all of its details. Opposition to the pardon was made by the Insurance Companies which they agreed to withdraw if a stipulation could be exacted from the defendant to abate or discontinue his civil claim against them, but, of course, the Governor refused to be a party to any such mercenary arrangement, and upon the merits and with a full understanding of the case as above expressed, and with a complete knowledge of the pendency of the seven indictments in question, granted a full and unconditional pardon and restored the defendant to citizenship.

The defendant thereafter continued the prosecution of his civil suits against the Insurance Companies, and which, it appears, are now pending and on the calendar for trial. It is no violation of official confidence to state, as it is a matter of public record in the District Attorney's office, that upon the importunity and solicitation of these Insurance Companies in November 1896, the late District Attorney, Colonel Fellows, sent a formal communication to the Governor practically requesting permission to further prosecute upon these remaining indictments. While there is no law controlling the subject, in view of the experience and practice in such cases above recited, Colonel Fellows felt that he would, or could not, take such a step without express Executive sanction. Such sanction was never given.

Nov 3/97

Henry W. Unger  
Deputy

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THE PEOPLE OF THE STATE OF NEW  
YORK.

against

*Morris Shegel*

*Memo. J. R. Jones*

*Memo. J. R. Jones*

DE HANCOCK NICOLS

District Attorney.

No. 92 CHAMBERS ST.

NEW YORK CITY.

00009

COURT OF GENERAL SESSIONS.

City and County of New York.

-----x  
THE PEOPLE OF THE STATE OF NEW YORK.

against

MORRIS SPIEGEL.

7 cases.

-----x  
Sir:-

Please to take notice that upon the annexed affidavit of Morris Spiegel, verified October 13th 1897 and upon the indictments, herein and all the pleadings and proceedings herein I shall move this Court in Part I thereof at the Criminal Court House in the City of New York on the 15th day of October, 1897, at 11 o'clock in the forenoon of that day or as soon thereafter as counsel can be heard for a dismissal of the indictments found by the Grand Jury of the City and County of New York, against the defendant in these seven cases and a termination thereon and thereunder and for such other and further relief as may be just and proper.  
Dated New York, October 13, 1897.

ABRAM I. ELKUS,  
Attorney for Defendant,  
56 Pine Street,  
New York City

To  
Hon. W. M. K. Olcott,  
District Attorney of the City of New York.

0090

COURT OF GENERAL SESSIONS.  
New York County.

-----x  
THE PEOPLE OF THE STATE OF NEW YORK,

-against-

7 cases.

MORRIS SPIEGEL.

-----x  
City and County of New York, ss:-

MORRIS SPIEGEL, being duly sworn, says: I am the defendant in the above-named actions. Indictments in these actions, together with another indictment were found against me on or about the 28th day of May, 1892, by the Grand Jury of the City and County of New York. All of these indictments were based upon the charge of presenting a fraudulent claim to an Insurance Company upon policies which were issued to me by eight different insurance companies and which covered the stock of goods owned by me situated at No. 103 Broad Street in the City of New York. The indictments were identical with the exception that each indictment was based upon a different policy of insurance. One of these indictments was duly brought to trial before Mr. Justice Russell and a jury in the Court of Cyer and Terminer of the City of New York and I was convicted of the offense charged in the Indictment and sentenced to serve a term of imprisonment of three years and eight months in the State Prison. I duly appealed from said judgment to the General Term and to the Court of Appeals and said judgment was affirmed in both of said Courts,

mainly because my then attorney had failed to take the proper exceptions to evidence admitted on the trial. After such affirmance I entered upon the term of my imprisonment and remained in States Prison until the 24th day of October, 1895, when my term of imprisonment was commuted by the Governor of the State of New York and I was then released and discharged. On or about the 1st day of November, 1895, the governor of the State of New York, duly pardoned me and restored me to all the rights of citizenship. None of the said seven indictments have ever been brought to trial, nor any proceedings taken thereon. The trial upon the one indictment upon which I was found guilty and sentenced as aforesaid, was considered by all parties as practically a trial of all the indictments and the presiding justice so considered the matter in passing sentence upon me.

No previous application has been made to have the said indictments dismissed.

At the time the Governor of the State of New York, pardoned me as aforesaid, he knew of the seven indictments herein and that they were then pending untried

I therefore pray that the said indictments be dismissed.

Sworn to before me, this 13th day of October, 1897..

*Morris Spiegel*

*Charles E. ...*

Notary Public Kings County,  
Certificate filed in New York County.

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City and County of )  
New York, ) ss:

being duly sworn says that he is the  
in this action; that he has read the foregoing  
and knows the contents thereof; that the same is true of h  
own knowledge except as to the matters therein stated to be alleged on  
information and belief and as to those matters he believes it to be true  
Sworn to before me this )  
Day of 189 )

*The within motion is hereby ad-  
journed to Wednesday, Nov. 3, 1897  
at same time and place.*

*Dated, New York, Oct. 28, 1897.*

*W. M. Cost  
Notary  
Glen*

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The within motion is hereby adjourned to  
November 1, 1897 same time & place  
as on Oct 18 1897

*Abner S. Elias*  
attorney for deft  
*Abner S. Elias*  
*Attorney for*

Please take notice that the  
within is a copy of

this day  
duly entered and filed in the  
within entitled action in the  
office of the Clerk of the  
in the  
City of New York. 189  
Dated, New York  
Yours, &c. 9

Attorney for  
56 Pine Street,  
New York City.

Attorney for

Due service of a copy of the  
within is hereby admitted.  
Dated, New York 189

TO

COURT GENERAL SESSIONS.

THE PEOPLE OF THE STATE OF  
NEW YORK

against

LEWIS SPIEGEL

(Original)

AFFIDAVIT AND NOTICE OF  
ACTION

ABRAM I. ELIAS,  
Attorney for Deft.  
56 Pine Street,  
New York City.



*No. app to Oct*  
*that same time*  
*as per M. M. Elias*  
*attorney*  
*for Deft*



(2)

ior's Sons;) to the amount of Three thousand dollars against loss or damage by fire to or upon certain goods, chattels and merchandise contained in the brick building, situated at numbers one hundred and one and one hundred and three Broad Street, in the said City of New York, for the term of one year from the said 22nd day of May, in the year aforesaid, to the 22nd day of May, in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged, the said contract of insurance was in full force and effect;

And prior to the sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, certain other fire insurance companies lawfully doing business in the said City, County and State of New York, as insurers against loss or damage by fire, had theretofore duly issued certain other contracts of insurance to the said Morris Spiegel upon the same goods, chattels and merchandise, contained in the same building, whereby the said last mentioned fire insurance companies had insured the said Morris Spiegel against loss or damage by fire to or upon the same goods, chattels and merchandise to the amount in the aggregate of thirty-two thousand dollars, all of which said contracts of insurance were then and there and at all times thereafter herein mentioned in full force and effect; and on the said sixteenth day of December in the year last aforesaid, the said Morris Spiegel had insurance upon the said goods, chattels and merchandise to the aggregate amount of thirty-five thousand dollars.

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(3)

And afterwards, to wit: on the said sixteenth day of December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance so as aforesaid, made by the said the Fireman's Fund Insurance Company of San Francisco, California, was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

And afterwards, to wit: on the fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly, did feloniously present, and cause to be presented, to the said the Fireman's Fund Insurance Company of San Francisco, California, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance so made as aforesaid by the said the Fireman's Fund Insurance Company of San Francisco, California, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel, that a loss had been sustained by the said Morris Spiegel by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said the Fire-

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man's Fund Insurance Company of San Francisco, California, was then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of three thousand dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the said Morris Spiegel by reason of the said fire and the destruction and damage occasioned thereby to goods, chattels and merchandise contained in the said building at the time of the said fire and so insured as aforesaid to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said Fireman's Fund Insurance Company of San Francisco, California, was not then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of three thousand dollars; all of which he the said Morris Spiegel then and there well knew; against the form of the Statute in such cases 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 a c c u s e the said MORRIS SPIEGEL of the same crime of presenting and causing to be presented a false

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(5)

and fraudulent claim for the payment of a loss upon a contract of insurance, knowing it to be such, committed as follows:

Here to fore, to wit: on the 22nd day of May, in the year of our Lord one thousand eight hundred and ninety-one, at the City of New York in the County of New York aforesaid, the Fireman's Fund Insurance Company of San Francisco, California, a corporation then and at all the times hereinafter mentioned lawfully doing business in the City, County and State of New York, as an insurer against loss or damage by fire, duly made a certain contract of insurance whereby the said the Fireman's Fund Insurance Company of San Francisco, California, duly insured the said Morris Spiegel, (then and at all the times herein mentioned doing business in and by the name and style of "A. Blum Junior's Sons,") to the amount of three thousand dollars against loss or damage by fire to or upon certain goods, chattels and merchandise contained in the brick building, situated at numbers one hundred and one and one hundred and three Broad Street in the said City of New York, for the term of one year from the said 22nd day of May in the year aforesaid to the 22nd day of May in the year of our Lord one thousand eight hundred and ninety-two, at noon, and at the time of the commission of the crime hereinafter alleged the said contract of insurance was in full force and effect;

And afterwards, to wit: on the sixteenth day

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of December in the year of our Lord one thousand eight hundred and ninety-one, while the said contract of insurance was in full force and effect, a fire occurred in the said building by which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

And afterwards, to wit: on the said fifth day of January, in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the said Morris Spiegel, late of the City and County aforesaid, at the City and County aforesaid, with force and arms, fraudulently and knowingly did feloniously present, and cause to be presented, to the said the Fireman's Fund Insurance Company of San Francisco, California, a certain false and fraudulent claim for the payment of a loss upon the said contract of insurance, wherein and whereby it was claimed, set forth and alleged by the said Morris Spiegel that a loss had been sustained by the said Morris Spiegel by reason of the said fire, and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in the said building at the time of the said fire, and so insured as aforesaid, to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and that the said the Fireman's Fund Insurance Company of San Francisco, California, was then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance, in the sum of three thousand dollars; which said claim was then and there false and fraudulent in this, to wit: that a loss had not been sustained by the

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(7)

said Morris Spiegel by reason of the said fire and the destruction and damage occasioned thereby to the goods, chattels and merchandise contained in said building at the time of the said fire and so insured as aforesaid to the extent of seventy thousand two hundred and twenty-one dollars and seventy-nine cents, and the said the Fireman's Fund Insurance Company of San Francisco, California, was not then justly indebted to the said Morris Spiegel by reason of the said loss, damage and contract of insurance in the sum of three thousand dollars; all of which he the said Morris Spiegel then and there well knew: 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.

DE LANCEY NICOLL,

District Attorney.

0901

**BOX:**

482

**FOLDER:**

4406

**DESCRIPTION:**

Springler, George

**DATE:**

05/19/92



4406

0902

Witnesses:

Counsel,

Filed, 189

Pleads,

*May 189*  
*Wheat, 189*

THE PEOPLE

vs.

13

*George Springer*

*April 189*

DE LANCEY NICOLL,

District Attorney.

VIOLATION OF EXCISE LAW.  
(Keeping Open on Sunday.)  
(III. Rev. Stat. (7th Edition), Page 1889, Sec. 8.)

A TRUE BILL.

*Julius Cacti*

Foreman.

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

George Springler

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

George Springler

of the CRIME OF KEEPING OPEN ON SUNDAY a place licensed for the SALE OF STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said George Springler, late of the City of New York, in the County of New York aforesaid, on the twentieth day of July, in the year of our Lord one thousand eight hundred and ninety-..., the same being the first day of the week, commonly called and known as Sunday, being then and there in charge of and having the control of a certain place there situate, which was then duly licensed as a place for the sale of strong and spirituous liquors, wines, ale and beer, with force and arms, at the City and County aforesaid, the said place so licensed as aforesaid unlawfully did not close and keep closed, and on the said day the said place so licensed as aforesaid unlawfully did open and cause and procure and suffer and permit to be open, and to remain open, 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.

DE LANCEY NICOLL, District Attorney.