

0748

**BOX:**

482

**FOLDER:**

4406

**DESCRIPTION:**

Smith, Susan

**DATE:**

05/24/92



4406

0749

Witnesses:

Counsel,

Filed

1892

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

Pleads,

Wm. W. W. W.

THE PEOPLE

vs.

Susan Smith

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

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

John C. Atkins  
Foreman.  
Sept 2 - June 1<sup>st</sup> 1892  
Fried and Acquitted

0750

(1895)

Police Court—3 District.

Affidavit—Larceny.

City and County } ss.  
of New York,of No. 605 W. 46th Street, aged 16 years,  
occupation Domestic being duly sworn,deposes and says, that on the 12th day of May 1897 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 (now Mary)

from the fact that the said  
defendant 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 12th 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. where  
deponent placed the money in

of  
to  
the  
signature  
me  
of  
the  
deponent  
1897

Police Justice.

Depnunt's trunk in the presence  
 of the defendant; said trunk being  
 in the room occupied by the  
 defendant and depnunt. depnunt  
 kept the trunk locked until  
 Thursday May 12<sup>th</sup>. when depnunt  
 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 defendant suddenly  
 left said premises and her work  
 without notifying her employer  
 or depnunt. And the next time  
 depnunt went to her trunk, depnunt  
 discovered that said sum of  
 money had been taken from said  
 trunk. and, as no person other  
 than depnunt and the defendant  
 knew that said sum of money  
 was in said trunk, depnunt  
 charges her the defendant with  
 feloniously taking stealing and  
 carrying away said sum of money  
 sworn to before me this 21<sup>st</sup> day of May 1892

Municipal Court  
 City of New York  
 Police Justice



0752

Sec. 198-200.

CITY AND COUNTY } ss:  
OF NEW YORK, }

District Police Court.

*Susan Smith*

signed 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

*21*

day of

*May*

189

Police Justice.

0753

CITY AND COUNTY } ss.  
OF NEW YORK.

POLICE COURT, 5 DISTRICT.

of The 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 The arrested

one Susan Smith, married, on complaint  
of William Dorrod, for grand larceny  
stealing one hundred dollars in money.  
Deponer further says that on 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 Dorrod

Robert B. Hatt, ~~Hain & Hatt~~

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 1897

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 \_\_\_\_\_

\_\_\_\_\_ 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 \_\_\_\_\_ 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

Police Court--- District

1334

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*Minnie Bond*  
*1003 No. 46 St.*  
*Assume*

2  
3  
4

*Alley*  
*felony*

BAILED,

No. 1, by  
Residence Street.

No. 2, by  
Residence Street.

No. 3, by  
Residence Street.

No. 4, by  
Residence Street.

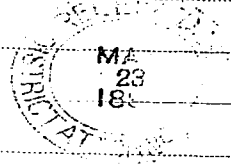
Dated, *May 21* 189*4*  
*Welde* Magistrate.  
*Witt + Co.* Officer.  
*46* Precinct.

Witnesses  
No. Street.

No. Street.  
No. Street.

No. Street.

\$ *1000* to answer  
*Leone*



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*

dollars; divers other promissory notes for the payment of money, being then and there due and un-  
satisfied (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*

*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



V. B. Amos

## Pleads,

1892

vs.

12

William Smith

DE LANCEY NICOLL,  
*District Attorney.*

# A TRUE BILL

Julius Cather  
 May 16/92  
 Foreman.

Foreman.

Charles J. May 3-1867

12 June 1972

Burglary in the Third Degree.  
[Section 498, 496, 494, 493, 492, 491, 490, 489, 488, 487, 486, 485, 484, 483, 482, 481, 480, 479, 478, 477, 476, 475, 474, 473, 472, 471, 470, 469, 468, 467, 466, 465, 464, 463, 462, 461, 460, 459, 458, 457, 456, 455, 454, 453, 452, 451, 450, 449, 448, 447, 446, 445, 444, 443, 442, 441, 440, 439, 438, 437, 436, 435, 434, 433, 432, 431, 430, 429, 428, 427, 426, 425, 424, 423, 422, 421, 420, 419, 418, 417, 416, 415, 414, 413, 412, 411, 410, 409, 408, 407, 406, 405, 404, 403, 402, 401, 400, 399, 398, 397, 396, 395, 394, 393, 392, 391, 390, 389, 388, 387, 386, 385, 384, 383, 382, 381, 380, 379, 378, 377, 376, 375, 374, 373, 372, 371, 370, 369, 368, 367, 366, 365, 364, 363, 362, 361, 360, 359, 358, 357, 356, 355, 354, 353, 352, 351, 350, 349, 348, 347, 346, 345, 344, 343, 342, 341, 340, 339, 338, 337, 336, 335, 334, 333, 332, 331, 330, 329, 328, 327, 326, 325, 324, 323, 322, 321, 320, 319, 318, 317, 316, 315, 314, 313, 312, 311, 310, 309, 308, 307, 306, 305, 304, 303, 302, 301, 300, 299, 298, 297, 296, 295, 294, 293, 292, 291, 290, 289, 288, 287, 286, 285, 284, 283, 282, 281, 280, 279, 278, 277, 276, 275, 274, 273, 272, 271, 270, 269, 268, 267, 266, 265, 264, 263, 262, 261, 260, 259, 258, 257, 256, 255, 254, 253, 252, 251, 250, 249, 248, 247, 246, 245, 244, 243, 242, 241, 240, 239, 238, 237, 236, 235, 234, 233, 232, 231, 230, 229, 228, 227, 226, 225, 224, 223, 222, 221, 220, 219, 218, 217, 216, 215, 214, 213, 212, 211, 210, 209, 208, 207, 206, 205, 204, 203, 202, 201, 200, 199, 198, 197, 196, 195, 194, 193, 192, 191, 190, 189, 188, 187, 186, 185, 184, 183, 182, 181, 180, 179, 178, 177, 176, 175, 174, 173, 172, 171, 170, 169, 168, 167, 166, 165, 164, 163, 162, 161, 160, 159, 158, 157, 156, 155, 154, 153, 152, 151, 150, 149, 148, 147, 146, 145, 144, 143, 142, 141, 140, 139, 138, 137, 136, 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, 107, 106, 105, 104, 103, 102, 101, 100, 99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 0.]

446217

0758

0759

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

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

*Robert Pierce*  
 of No. *106 West 46<sup>th</sup>* Street, aged *31* years,  
 occupation *living state keeper* being duly sworn  
 deposes and says, that the premises No. *125 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 *living state*  
~~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 living state*  
*thereby breaking the lock*

on the *6* day of *May* 18*92* 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, but *John Doe*

for the reasons following, to wit: *Deponent* securely locked and fastened  
 said door of said office at 11 A.M. on said date.  
 At 12.30 P.M. on the same day, deponent returned  
 and found said door to have been burst open  
 and said property was missing. Deponent  
 is informed by one *Nathan B. Gaynor*, of  
 No. *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 } Justices -  
*[Signature]*  
John J. [Signature]

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  
guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of  
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 1888  
Police Justice.  
I have admitted the above named  
to bail to answer by the undertaking hereunto annexed.  
Dated 1888  
Police Justice.  
There being no sufficient cause to believe the within named  
guilty of the offence mentioned, I order he to be discharged.  
Dated 1888  
Police Justice.

Police Court,	District,
THE PEOPLE, &c., on the complaint of	
vs.	
1	
2	
3	
4	
Date,	1888
Magistrate.	
Officer.	
Clerk.	
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 millman 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 1892

*Nathan B. Gano*

*[Signature]*  
Police Justice

0762

(1885)

Sec. 198-200.

CITY AND COUNTY  
OF NEW YORK, ss.

District Police Court.

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. New York

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 2

Police Justice.

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 Alfred Sant

Fifthly 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 17 1892

Police Justice.

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

Dated.....18.....Police Justice.

There being no sufficient cause to believe the within named.....  
..... guilty of the offence within mentioned. I order     h     to be discharged.

*Dated*.....18.....*Police Justice.*



0764

*W* 565  
Police Court--- District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*Robert Pierce*  
*106 W 46 St*  
*William Smith*  
*John*

1  
2  
3  
4

*Offence*

BAILED,

No. 1, by .....  
Residence ..... Street.

No. 2, by .....  
Residence ..... Street.

No. 3, by .....  
Residence ..... Street.

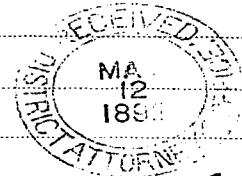
No. 4, by .....  
Residence ..... Street.

Dated ..... 188  
..... Magistrate.  
..... Officer.  
..... Precinct.

Witnesses *Nathan B Gano*  
No. *106 West 46 St* Street.

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

\$ *500* to answer *45*



*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 Pierce*

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*  
*Pierce* 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*

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

Read on motion  
of writ stay \$2000.

Witnesses:

.....  
.....  
.....  
.....

538  
B. W. May 10/92

Counsel, J. J. B.  
Filed 3 day of May 1892  
Pleads, *Not guilty*

THE PEOPLE

*W. J. Taylor*  
*Sarah Solomon*  
Grand Jury 3/92  
Grand Larceny, (Sections 225, 226, 227, Penal Code.)

DR LANCEY NICOLL,  
District Attorney.

A TRUE BILL.

*Judith Carter*

Foreman.

Pat-3. May 10/92  
Pleads guilty 9. L. 2<sup>d</sup> day.  
Prep. disp on  
Application of *Frank*  
*W. J. Taylor*

0769



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.

was

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 ~~from~~ <sup>from</sup> of 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 point</sup> a 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 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 Mayer,

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* 1892

Witnesses, *Louisa Herkel*  
*under indictment in Tomb*  
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 F. 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>d</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

505

**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

of the CRIME OF GRAND LARCENY IN THE  
as follows:

The said

*Sarah Solomon*  
*first* DEGREE, committed  
late of the City of New York, in the County of New York aforesaid, on the *fifth*  
day 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 day of May 1898

Pleas,

THE PEOPLE

vs.

VIOLATION OF EXCISE LAW.  
(Keeping Open on Sunday)  
(Ill. Rev. Stat. (7th Edition), Page 1989, Sec. 5.)

Henry Speck

May 21 1898

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Lulu's Cathin  
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

*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 *17th*  
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

Witnesses:

Court of Oyer and Terminer.

Counsel,

Filed, 26 day of May 1892

Pleads,

THE PEOPLE

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

vs.  
Lancey Nicoll

Edward B. Speed

DE LANCEY NICOLL.

District Attorney.

A TRUE BILL.

*[Signature]*

Foreman.

0781



0782

*Open and Termined*  
COURT OF ~~GENERAL SESSIONS~~, PART

(1708)

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 JUNE the 2 day of JUNE instant, at 10.30 ~~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.

*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. Spindel*

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

The said

*Edward B. Spindel*

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. Cogan*

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. Spindel*  
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. Spindel*

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

Witnesses:

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 1089, Sec. 5.)

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Lewis Catlin  
Foreman.  
J. J. [Signature]

0786

Excise Violation—Keeping Open on Sunday.

POLICE COURT, 3—DISTRICT.

CITY AND COUNTY OF } ss.  
NEW YORK,

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 7 day  
 of November 1890, in the City of New York, in the County of New York,  
Samuel Speig (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 Speig  
 may be arrested and dealt with according to law.

Sworn to before me, this 10 day  
 of Nov 1890

Philip H. Birmingham  
Philip H. Birmingham  
 Police Justice.

0787

Sec. 198-200.

3-

District Police Court.

CITY AND COUNTY } ss.  
OF NEW YORK,

*Samuel Spitz* 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 Spitz*

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 <sup>arranging</sup> for a ~~evening~~ event at the Thalia Theatre, but I was not open for business.*

*Samuel Spitz*

Taken before me this

*10*

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* *Wm. J. Duffy* Police Justice.

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

Dated *Nov 10* 18*90* *Wm. J. 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---

404 District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Philip H. Birmingham  
vs.  
Samuel Spetz

Officer  
Wm. Cassin

2  
3  
4

Dated Nov 10 1890  
Wm. Duffy Magistrate.  
Birmingham Officer.  
13 Precinct.

Witnesses

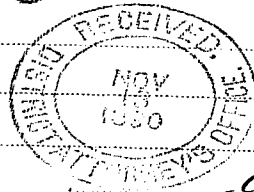
No. 130 Street.

No. Street.

No. Street.

\$100 to answer G.S.

Bailed



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

0790

COURT OF GENERAL SESSIONS, PART One (1708)

THE PEOPLE

vs.

Samuel Spitz

INDICTMENT

For

rob lunch

To

M

No.

J. Gross  
110 Quinn Street.

The indictment against the above-named defendant, for whose appearance you are bound, has been placed upon the Calendar for Monday 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 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 C. 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:*  
*James Mitchell* (501)  
*John J. Conington*  
*Arthur Blase*  
*Chas. Leuz*  
*Jos. J. Conington*  
*Geo. W. Hoyt*  
*Bruno Rockwood*  
*Jas. D. McCanna*  
*Edw. J. Pierce*

Counsel,

Filed

day of

1892

Plead

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. 3/97.

Foreman.

Ordered in the Court  
of the County of  
Clerk and  
for trial

Dec 10 1897

100 1402  
III



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

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK,  
by this indictment, accuse Morris Spiegel of the crime of  
presenting, and causing to be presented, a false and fraud-  
ulent 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 afore-said, the London and Lancashire Fire Insurance Company of <sup>England,</sup> Liverpool, 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 London and Lancashire Fire Insurance Company of <sup>England,</sup> Liverpool, duly insured ~~the firm of A. Blum Junior's Sons~~ <sup>of which he</sup> the said Morris Spiegel, <sup>was (then and at all</sup> <sup>doing business in and by the name and style of A. Blum Junior's Sons)</sup> 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 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, <sup>him</sup> was then justly indebted to <sup>Morris Spiegel</sup> the said 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, <sup>Morris Spiegel</sup> was not then justly indebted to the said 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 Insurance Company, <sup>of Liverpool, 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 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 <sup>by</sup> 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 ~~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



0000

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

Baulsky

Morris Spiegel

Solomon Mehrlach

Witnesses:

74 E 51

(501)

Incott Shand

539 Duane Ave

Witnesses

Joseph J. Courtney

Charles Lenz

Arthur Blase

James Mitchell

Geo W Hoyt

Benjamin Lockwood

James M. McKenna

Edward E. Perez

John D. Tormann 1630

49 + 51 Chambers St

London & Lancashire Fire Ins Co

Counsel,

Filed

day of

1897

Pleads,

THE PEOPLE

vs.

Morris Spiegel.

( 8 cases )

DE LANCEY NICOLL,

District Attorney.

On motion of Abram S. Elkus  
and the District Attorney,  
ordered that  
the indictment be dismissed.

A TRUE BILL.

Foreman.

False insurance  
Sec 57a Penal Code

Wm M. M.  
Julius Catlin

0002

COURT OF GENERAL SESSIONS.

City and County of New York.

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

against

7 cases.

-----x  
JAMES J. HARRIS.

Sir:-

I have to inform you that upon the annexed  
affidavit of Lewis Spiegel, verified October 13th  
1897 and upon the indictments, herein and all the plead-  
ings and proceedings herein I shall move this Court  
in and out 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 13, 1897.

WM. J. HARRIS,  
Attorney for Defendant,  
10 Pine Street,  
New York City

To  
Hon. W. M. 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-

JOHN L. INGEL.

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

JOHN L. 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. 123 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,

0004

mainly because my then attorney had failed to take the proper exceptions to evidence admitted on the trial. After such affirmation I entered upon the term of my imprisonment and remained in State Prison until the 14th day of October, 1893, 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, 1893, 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 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. ELMUS,  
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

*Wm. Ford Co. Hartford.*

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 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 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  
 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

0000

(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 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 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

00 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

0011

(5)

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 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.

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



08 12

(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-

00 13

(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.

Witnesses:  
L. J. Mitchell

John J. Constance

Arthur Base

Chas. Levy

Chas. Allen

Gio W. Hoyt

Bernard Holwood

Jas. A. McKenna

~~Edmund F. Burger~~

1050

1629

Imperial 730

Counsel,

31

Filed

day of May 1892

Pleas,

Magally J. J.

THE PEOPLE

vs.

MORRIS SPIEGEL.

(8 cases)

DE LANCEY NICOLL,

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

Nov. 3/97.

M. T. M. J.

J. J. C.

Foreman.

0014

00 15

G. R. 4478.

*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.

0816

[illegible]

0017

C.R. 4428.

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

189

-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 "10";



08 18

C.R. 4438.

*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

John B. Sexton,  
Sheriff.

*Sheriff's Office,*

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  
Morris Spiegel  
Principal.  
Mary A. Kauffman  
Maimel Goldberg  
Duty

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



0021

-2-

ORDERED that he shall not be allowed  
any fees or costs herein, except those allowed by law upon the  
issuing or returning of an execution.

*W. C. [unclear] 11/11/38*  
*Alfred [unclear]*  
*[unclear]*

See

Take notice that the within  
is a copy of an Order this day  
made and entered in the  
Office of the Clerk of the Court  
of Common Pleas

Dated 24 November 23/2

Yours &c

Levy Mandel

Wald Building  
New York City

70 W. C. Stirling

211 Broadway

New York City

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

The People of the State of  
New York

- vs -

Mrs. Spiegel,  
Marcell Holzhagen  
Mary A. Kaufman

- Certified Copy  
Order

Levy and Mandel  
attorneys  
Wald. Bldg,  
N.Y. City

0022

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.

*Notary Public in and for Westchester Co. N.Y.*



0824

(1441)

# 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-*five*

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  
Jury - 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.

*Sam. 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

*Leotis Shepard*  
*Dec 11-1894*

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 Prison*  
*State of New York*

Court of Claims & Commissioners  
in & for the County of New York

County of New York  
New York

FOR IDENTIFICATION  
RECEIVED  
N. Y. STATE

Morris Spiegel Principal  
Munuel Kolberg & Mary A  
Kaufman co-owners

Applicants & notice of  
motion

Sealed

Very & Dated  
Weis for defendants  
Walter R. Day  
my

I hereby conit ~~the~~ expose  
of a copy of written app. filed  
My Dec 19 1894

J. P. Feltow  
Deputy  
R. H. H. H.

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.

*These petitioners are informed and verily believe,*  
VIII. 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 matters she verily believes it to be true.

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

Mary A. Kauffman

Notary Public  
New York County  
N.Y.

0832

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

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 :  
this 19<sup>th</sup> day of December, 1894. :

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

0033

COURT OF OYER AND TERMINER

THE PEOPLE OF THE STATE OF NEW YORK

against

MORRIS SPIEGEL,  
Principal

MARY A. KAUFFMAN and MANUEL GOLDBERG,  
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.

0034

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. McCone*  
District Attorney.

At a trial term of the Court of  
Oyer and Terminer, in and for the  
City and County of New York, held at  
the Criminal Court House, New York  
City, on the 8<sup>th</sup> day of January,  
1895.

Present,

Hon. *George L. Agraman* Justice.

" X  
:  
THE PEOPLE OF THE STATE OF NEW YORK,  
:  
-against-  
:  
:  
MORRIS SPIEGEL, Principal; MANUEL  
GOLDBERG and MARY A. KAUFMAN, Sureties:  
:  
" X

A motion having been made herein to vacate and set aside a judgment entered herein from the Court of Oyer and Terminer, in favor of the plaintiff against each of the defendants for the sum of Twenty five thousand Dollars (\$25,000), and filed in the office of the Clerk of the City and County of New York on October 16th, 1894, and the said motion having come on to be heard.

NOW on reading and filing the petition and notice of motion and the order of the Court of Common Pleas, entered herein on November 23rd, 1894, and the certificates of the Sheriff and District Attorney of the County of New York, attached thereto, with proof of due service thereof, and hearing counsel for the defendants in favor of said motion ~~and~~ in opposition thereto, and the District Attorney of the City & County of New York <sup>also</sup> appearing

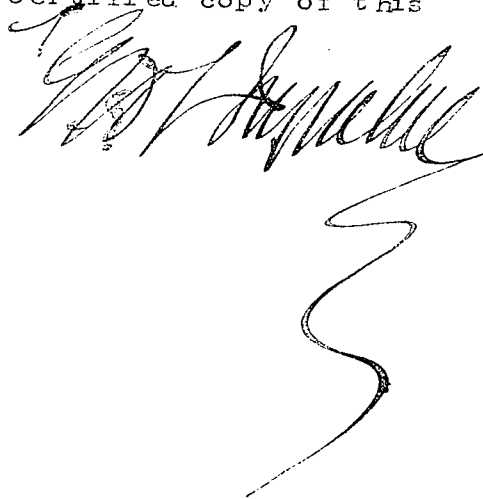


0036

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.



Court of Superior Courts  
for the City and County of New York.

The People of the State  
of New York.

- vs -

Morris H. Hays, Principal,  
Manuel H. Hays, and  
Mary A. Hays, Defendants.

Under writing Judgment:  
City.

Levy H. Hays,  
Attorney for the  
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:

H e r e 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

0039

(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.

0040

(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

(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 accuse 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:

H e r e 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 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.

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

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, fraudulently 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

0044

(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. Conterey  
Charles  
Arthur Blane  
Jas Mitchell  
Geo W. Stoyt  
Benoni Rockwood  
Jas A McKenna  
Ed E. Pierce

Counsel,

Filed

day of

1892

Pleas

THE PEOPLE

vs.

MORRIS SPIEGEL

(8 cases)

DE LANCEY NICOLL

District Attorney

A TRUE BILL

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-- )-  
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 13th 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 before 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 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



0048

(3)

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 in which certain loss and damage were occasioned to the goods, chattels and merchandise then therein.

A n d afterwards, to wit: on the fifteenth 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

(4)

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

0050

(5)

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

(6)

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 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-

0052

(7)

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 rights.

DE LANCEY NICOLL,

District Attorney.

0853

1483  
1630

Witnesses:

(501)

Counsel,

Filed

day of

Pleads,

THE PEOPLE

vs.

DE LANCEY NICOLL,

District Attorney

A TRUE BILL

Foreman.

Bond on Appeal  
I. Oct. 15, 1894

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  
Harry A Kaufman  
170 E 91 St



0054

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 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 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  
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 dol-

(2)

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

(3)

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,

(4)

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

0058

(5)

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:

H e r e 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;

0059

(3)

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-



0060

(7)

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 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.

~~James Mitchell~~

John J. Courtney

Arthur Blase

Chas Henry

Joe Mitchell

Geo W Hoyt

Benoni Lockwood

Joe A McNamee

~~Edward F. P.~~

1049

United Fruit & Sugar Co

629

Counsel,

31 day of May 1892

Filed

Pleas,

Myself, for my  
part, to produce evidence

THE PEOPLE

vs.

MORRIS SPIEGEL.

(8 cases)

DE LANCEY NICOLL,

District Attorney.  
On motion of Abraham S. Elkus,  
and the District Attorney,  
concurring, ordered that this  
indictment be dismissed  
A TRUE BILL.

Nov. 3/97.

M. M. M.

James C. Catlin

Foreman.

49

0061

0062

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 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 herein mentioned, law-  
fully 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 Mor-  
ris Spiegel, (then and at all the times herein mentioned  
doing business in and by the name and style of "A. Blum

(2)

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 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 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

0064

(3)

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

(4)

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 accuse the said MORRIS SPIEGEL of the same



0066

(5)

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 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;

A n d afterwards, to wit: on the sixteenth day

(6)

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

0060

(7)

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.

0869

Witnesses:

John Courtney  
Charles Leary  
Arthur B. Bledsoe  
James Mitchell  
Leo M. Stoyt  
Benjamin Lockwood  
James A. McNeeney  
Ed. Spencer

1630

Counsel  
Filed  
Pleads  
day of May 1892  
THE PEOPLE  
vs.  
Morris Spiegel.  
( 8 cases )

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

DE LANCEY NICOLL,

District Attorney.  
On application of Abram S. El Kiss  
and the District Attorney  
Consentary, Ordered that  
A TRUE BILL,  
this indictment be dismissed  
Nov. 3rd 1892.  
J. M. G.  
Foreman.

0070

THE PEOPLE  
vs.  
MORRIS SPIEGEL.

*[Handwritten signature]*  
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

(2)

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.



2782

It appearing by the within affidavit that there is reasonable cause to believe that  
*Arthur J. Blair*

will not appear to testify, or cannot

be served with the process of this Court when required,

I hereby ORDER that the said *Arthur Blair*

enter into Recognizance with security in the sum of *Twenty* Hundred

Dollars for his appearance as a witness against the said defendant, and it is further

ORDERED, if the said *Arthur Blair*

such security for his appearance, that he be committed to the House for the Deten-

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

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

0073

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

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

0076

3.

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.

*His pressing his fraudulent claims and is continuing to file criminal cases which should be punished as well as the deliberate insurance therein.*  
Yours Very Respectfully,  
*Cardozo & Vassar*  
*Attorneys for Lion Fire Ins. Co.*  
*Attorneys for other insurance*  
*Attorneys for Lion Fire Ins. Co.*  
*Attorneys for the Lion Fire Ins. Co.*  
*Attorneys for the Lion Fire Ins. Co.*





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, accuse 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:

Heretofore, to wit, on the 29th 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 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 Liverpool and London and Globe Insurance Company ~~of England~~ duly insured ~~the said Morris Spiegel, then and at all the times herein mentioned~~ ~~the firm of A. Blum Junior's Sons, of which he, the said Morris Spiegel was 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 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.

0000

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

0001

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

0002

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~~ <sup>he, the said Morris Spiegel was (then, and at all the times</sup> ~~herein mentioned a member,~~ <sup>doing business in and by the name and style of "A. Blum Junior's Sons")</sup> 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 by <sup>him</sup> ~~the said firm~~ <sup>Morris Spiegel</sup> 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 firm~~ <sup>Morris Spiegel</sup> 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 <sup>Morris Spiegel</sup> ~~the 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

0004

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.

0005

1629

averpocetion 1892

Witnesses:

John J. Courtney  
Charles Long  
Arthur Blase  
James Mitchell  
Les W. Hoyt  
B Emori Lockwood  
James D. McKenna  
Ed E. Pierce

(50)

Counsel,

Filed 27 day of May 1892

Plends *to the people*

*to the people*

THE PEOPLE

vs.

Morris Spiegel.

( 3 cases )

DE LANCEY NICOLL,

District Attorney.

On motion of Abraham J. Elkins  
and the District Attorney  
Conceding. Ordered that  
a TRIP BILL  
this Indentment be dismissed.

Nov. 3/97  
Julius M. M.  
Foreman.



0006

-----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-temporary 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

00007

-2-

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. Ungers  
Deputy

THE PEOPLE OF THE STATE OF NEW  
YORK.

against

*Morris Shegel*

*Memo. for*

*Memo. for*

DE-LANCEY NICCOLI,

DISTRICT ATTORNEY.

No. 33 CHANCERY ST.

NEW YORK CITY.

0000

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,

0091

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.

*Charles E. ...*

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

*Morris Spiegel*

0092

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-  
journd to Wednesday, Nov. 3, 1897  
at same time and place.*

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

*W M K Cost  
Not Att  
Glen*



0093

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

*Abner J. Elkus*  
attorney for deft  
*Wm. M. Wood*  
*Postmaster*

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  
Yours, &c.,  
189

Attorney for  
56 Pine Street,  
New York City.

Attorney for

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

To

COURT GENERAL SESSIONS.

THE PEOPLE OF THE STATE OF  
NEW YORK

against

LEWIS BRIGGS

(Original)

AFFIDAVIT AND NOTICE OF  
ACTION

ABNER J. ELKUS,  
Attorney for Deft.  
56 Pine Street,  
New York City.



*No. app to Oct*  
*16 at same time*  
*as above*  
*Wm. M. Wood*  
*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.

0096

(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 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.

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 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-

(4)

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

0098

(5)

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 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;

A n d afterwards, to wit: on the sixteenth day

0099

(6)

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



0900

(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, 19 day of May 189

Pleads, 189

THE PEOPLE

vs.

13

George Springer

1893

DE LANCEY NICOLL,

District Attorney.

VIOLATION OF EXCISE LAW.  
(Keeping Open on Sunday.)  
(III. Rev. Stat. (7th Edition), Page 1820, Sec. 5.)

A TRUE BILL.

Julius C. Carter

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 *twenty-first*  
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.*