

0109

BOX:

182

FOLDER:

1836

DESCRIPTION:

Gordon, William

DATE:

07/21/85



1836

After a careful examination of the evidence as developed in this case, I cannot see how it would be possible to get a jury to convict. ^{Witnesses} This case is its own story, and this affords me an opportunity to state to you, who are of the opinion that the evidence as to larceny by false pretenses was not clear and unmistakable, as it should be, to convict a man of felony. The Complaint is filed.

Counsel, as far back as April 2nd, 1886, were content to withdraw Complaint, and have in the meantime quadrupled. They are now with a formal indictment, and say that of the more careful examination, leaving exceptions fairly, after looking carefully through the evidence, and taking legal advice, they are forced to the conclusion that it is as futile to prosecute for this as the matter. For these reasons I would recommend that the indictment be dismissed and that the defendant be discharged accordingly.

Henry H. Thompson
Deputy District D. C.
Commenced in the above case
Vernon W. Davis - Asst. Dist. Atty.

109 ordered

Counsel,
Filed 21 day of July 1888
Pleads,

THE PEOPLE
vs.
B
William Gordon
Grand Jurors, 1888
Sections 528 & 559, Penal Code.

RANDOLPH B. MARTINE,
District Attorney.

A True Bill.

Allen J. Appan
S. O. Chief Foreman

Part III June 21, 1888
Indictment dismissed

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Sec. 192.

5 District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY }
OF NEW YORK, } ss.

An information having been laid before Magistrate Andrew J. White a Police Justice
of the City of New York, charging William Gordon Defendant with
the offence of Grand Larceny

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

We, William Gordon Defendant of No. 27 of
Oswego Street; by occupation Merchant
and James McCarthy of No. Oswego
Street, by occupation Merchant Surety, hereby jointly and severally undertake that
the above named William Gordon Defendant
shall personally appear before the said Justice at the 5 District Police Court in the City of New York,
during the said examination, or that we will pay to the People of the State of New York, the sum of 25
Hundred Dollars.

Taken and acknowledged before me, this 27
day of February 1888
Andrew J. White POLICE JUSTICE,

William Gordon
James McCarthy

0112

CITY AND COUNTY } ss,
OF NEW YORK, }

Police Justice.

Sworn to before me, this
day of
August 1881.

the within named Bail and Surety being duly sworn, says, that he is a resident and holder within the said County and State, and is worth Twenty Hundred Dollars, exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities, and that his property consists of House and lot No. 6 Jefferson Block, Omega, W.V. of the value of Two Thousand dollars no mortgage James M. McCarthy

District Police Court.

THE PEOPLE, & c.,
ON THE COMPLAINT OF

vs,

Undertaking to appear during
the Examination.

Taken the day of 188

Justice,

0113

THE PEOPLE

against

WILLIAM GORDON

This prosecution is sought to be carried on by a charge of larceny by false pretences. The pretences were in writing, consisting of a statement made by the defendant to Bates, Reed and Cooly, on the purchase of goods, and the particular item which is relied on by the prosecution as being false, is the item stating that the defendant was owing to James McCarthy the sum of one thousand dollars, whereas, as a matter of fact it is alleged that he owed McCarthy two thousand dollars instead of one thousand. To prove this a witness Abram Gruber swears on page 14, of the testimony, that the defendant admitted to him that he owed to McCarthy two thousand dollars for the purchase of his fathers note to the bank and five hundred dollars for cash, making a total of thirty-five hundred that he owed to McCarthy instead of one thousand, as his statement shows. The defendant denies that he ever made any such statement and he calls witnesses who prove as a matter of fact he did not owe McCarthy but the one thousand dollars.

The affidavit of Gruber, attached to the complaint is not born out by his testimony on the examination. The only evidence as to the falsity of the statement that, ^{he} made to Bates, Reed and Cooly, is the evidence of his alleged declaration or confession to Gruber. Under section 395 of the code of civil procedure, it is not sufficient to convict. That section of the code provides, in speaking of a confession

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that it is not sufficient to warrant conviction without additional prove that the crime charged has been committed.

The precise crime charged here is the obtaining of goods by false pretences. The false pretence is the ^{gravamen} ~~grave~~ of the charge, and under this section of the code a confession must be corroborated by other evidence.

In looking through all the evidence in this case, I cannot find that the alleged admissions of the defendant have any such corroboration, and besides that, the defendant denies that he ever made any such admissions. Where a merchant is charged with larceny by false pretence, the evidence should be clear and unmistakable; and in this case I do not think that these papers disclose that clearness of proof that the law demands before convicting a man of a felony. It may possibly be supplied, but it is not to be found in these papers.

I cannot recommend indictment in this case.

Respectfully
A. H. Hardy

0115

People

vs.

Gardner

Information by

A. H. Priddy

0116

Police Court—5th District.

Affidavit—Larceny.

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

John H. Reed

of No. 148 West 57th Street, aged 49 years,occupation Dry Goods Merchant being duly sworndeposes and says, that on the 13th/4th and 30th days of January 1885 at the City of NewYork, 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:Six cases of Dry Goods of the value
of Twelve Hundred Dollarsthe property of deponent Levi M Bates and Martin T Cooley
Comprising the firm of Bates Reed, and Cooleyand that this deponent
has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen,
and carried away by William Gordon from the following
facts and circumstances. That on the 9th day
of January 1885. the said Gordon sent to
deponent by one S. H. Ruecland a statement
in writing signed by him (the said Gordon)
which is hereto annexed. to which deponent
begs leave to refer and make part of this
affidavit.That on the 13th day of January 1885
said Gordon called on deponent at said
city and stated that said statements which
he signed were true. deponent relying
upon the truth of said statements not
knowing anything to the contrary parted
with the above described property. andSworn to before me, this
of 1885 day

Police Justice.

0117

delivered it to the said Gordon without receiving payment therefor in advance.

That as appears by the affidavit of Abraham Gruber hereto annexed the said statements are and were at the time of such delivery wholly false and untrue and also at the time of making the same.

Defendant therefore charges the fact to be, that said property was stolen and carried away by said Gordon with the felonious intent to cheat and deprive said firm of said property.

Wherefore defendant prays that a Warrant be issued to apprehend the said Gordon, and that he be dealt with as the Law directs.

Sworn to before me this
20th day of February 1885

John H. Reed
Police Justice

Dated 1885 Police Justice.

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

Dated 1885 Police Justice.

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

Dated 1885 Police Justice.

of the City of New York, until he give such bail.

I ordered Dollars and be committed to the Warden and Keeper of the City Prison

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

committed, and that there is sufficient cause to believe the within named

It appearing to me by the within depositions and statements that the crime therein mentioned has been

Police Court,	District,		
THE PEOPLE, &c., on the complaint of			
vs.			
Offence—LARCENY.			
1	2	3	4
Dated	1885	Magistrate.	Officer.
Witnesses,	Clerk.	Street.	Street.
No.	No.	No.	No.
to answer Sessions.			

0118

CITY AND COUNTY } ss.
OF NEW YORK,

POLICE COURT, 5th DISTRICT.

Stillman F. Kueeland

of No. 317 Broadway Street, aged 39th years,
occupation Counsellor at Law being duly sworn deposes and says,
that on the 9th day of January 188 5
at the State of New York, in the County of New York, William Gordon

informed deponent that he desired to purchase
goods of Bates Reed and Cooley upon credit
and signed the annexed statement in
deponent's presence - and requested deponent
to present the same to said firm of
Bates Reed & Cooley which he did

S. F. Kueeland

Sworn to before me, this
of January

20th day
188 5

W. J. O'Leary

Police Justice.

0119

CITY AND COUNTY OF NEW YORK, ss.

POLICE COURT, 5th DISTRICT.

Abraham Gruber

of No. 340 East 65th Street, aged 23 years,

occupation Counsellor at Law being duly sworn deposes and says,

that on the 18th day of February 1885

at the City of New York in the State of New York, he called on

William Gordon in reference to the property of Messrs Bates Reed & Cooley, that said Gordon stated to deponent that the statement which he made in writing and had delivered to Bates Reed & Cooley was false and untrue in several respects. that at the time he made said statements he was indebted unto one McCarthy of Syracuse, one of the persons mentioned in said statement in the sum of Thirty five hundred Dollars, and has sold all his goods to said McCarthy, and was

Sworn to before me, this 28th day of February 1885

Police Justice.

0120

Sworn to before me this
20th day of February 1885

Police Justice

indebted unto various other persons
in the sum of Six Thousand Dollars,
for merchandise and that he
could not pay anything on
account thereof and that he and
the firm of Gordon Brothers were
absolutely insolvent.

Abd. Greber

Police Court, District,

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

AFFIDAVIT.

Dated 188

Magistrate.

Officer.

Witness,

Disposition,

0121

Account made by William Gordon
for the purpose of securing a further
line of credit with Bates Reed & Co.ley.
Merchandise Credit

about

Bates R & Co about \$2200

350 Jan 14 note

100 Feb 13 "

350 " 14 "

350 " 26 "

375 March 14 "

375 " 26 "

Balance open a/c $2\frac{3}{4}$ 14 100

L & T Ready Co about \$1100

Now due 386

Val. open a/c Jan Feb. March April

Victor & Achilles about \$200

due in Jan and February

I sent them a check

of \$200 to day.

Mc Carthy of Syracuse about \$400

due in January & February

J. B. Ellison Sons about 400

due in February.

Catharine Robbins & Co N.Y. about 125-

due in January.

B. Caspary N.Y. about 500

Say they will give us

good time - not fixed

+ not pressing.

537 +
Gordon 1300
C. Gordon

0122

Childrens Clock Co
(Schnabel) about \$400
due in January & February

Lord & Taylor about 200
due in January.

Butler Clapp & Co about 200

Other small bills in New York
bought mostly in January.
About \$500

All others will not exceed 500
(mostly small evening bills)
Loans Total about 7500

Joe McCarthy loaned
\$1000 that he endorsed
our note for & he discounted
at our bank. This can
run as long as we want
it & he will give us all
the other accommodations
we want. 1000

This is all we owe.

Started with 1350 of our
own. We collected in about
\$1000 on the old accounts.
8500

0123

We sell mostly for cash.
Not over \$350 outstanding.

Sold in December about 3000
~~will~~ Sell now about 700 to 1000
a week say 125 per day some
days more some less. Average
profits ~~about~~ 25 to 30 per cent
Lease runs until May 1, 1876
Whole building at \$600 a year
Rent out upper floors for 150
Work done ^{in the busy season} ~~now~~ by the two brothers
and the father and six clerks
Salaries about \$50 a week ^{now we have four clerks (about \$35 per week)} ~~father~~
Does not get anything. Two brothers draw
out nothing except living expenses.
Have not drawn out since we
started in May to exceed \$500.
Both are unmarried and live with
our father. Have ~~two~~ another brother
or who gets about \$70 a month
in the lumber business. Goods
all fresh and saleable ^{have} "bought"
entirely new stock since we
started. Our worst difficulty at
the beginning was the large amount
of goods slaughtered by Burke
Fitzsimmons & Co. This has
about passed away.
Will take an account of stock

0124

about May 1. When the year ends
up. Have not taken any since
we started. We put in about
\$8700 worth of fresh goods when
we started and it looks to be
nearly twice as much now.

Put in it ^{about} \$2500 in cash
altogether and think we must
have made enough to make our
present surplus over \$5000

Then bank (First National)
promises us assistance when-
ever we need it - to meet bills, and
McCarthy will also help us
further if necessary.

Rochester January 9th 1885

London Brothers -

0125

Sec. 151.

5th

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss

In the name of the People of the State of New York; To the Sheriff of the County
of New York, or any Marshal or Policeman of the City of New York:

Whereas, Complaint on oath, has been made before the undersigned, one of the Police
Justices in and for the said City, by John H. Reed, Stillman F. Kneeland
and Abraham Gruber
of No. the City of New York Street, that on the 13th 14th 13th day of January
1885 at the City of New York, in the County of New York, the following article to wit:

Six Cases of Dry Goods

of the value of Twelve Hundred Dollars,
the property of Leri M. Bates, John H. Reed and Martin F. Cooley
was taken, stolen, and carried away, and as the said complainant has cause to suspect, and does suspect and
believe, by William Gordon of Oswego

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

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

Dated at the City of New York, this 20th day of February 1885

W. J. Smith

POLICE JUSTICE.

0126

POLICE COURT. ^{5th} DISTRICT.

THE PEOPLE, & c.,
ON THE COMPLAINT OF

John H Reed

vs.

William Gordon

Warrant-Larceny.

Dated February 20th 1885

M. J. Power Magistrate

Eagan Officer

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

Thomas Eagan Officer.

Dated February 27th 1885

This Warrant may be executed on Sunday or at
night.

Police Justice.

REMARKS.

Time of Arrest, February 27th 1885

William Gordon
Native of United States

Age, 28

Polio, N. Y.

Sex

Complexion,

Color

Profession,

Married

Single,

Read,

Write,

0127

Sec. 157.

District Police Court.	CITY AND COUNTY OF NEW YORK <i>Oswego</i>	SS.	<i>Thomas Egan</i>
	of <i>444 West One hundred and thirty first street</i> <i>New York City</i>		
	being duly sworn says, that he is acquainted with the hand-writing of		
	<i>M. J. Power, Police Justice of the 5th Police Court in the</i> <i>City of New York, N. Y.</i>		
	who issued the annexed Warrant, that the signature to this Warrant is in the hand-writing		
	of said <i>M. J. Power, Police Justice as aforesaid</i>		
	Sworn to before me, this <i>25</i>		<i>Thomas Egan</i>
	day of <i>February</i> 188 <i>5</i>		<i>Police Justice.</i>
	<i>Charles M. Judge</i> <i>Member of</i> <i>the City of Oswego</i>		

This warrant may be executed in Adirondack County
Dated Oswego, February 25th 1885
Charles M. Judge
Member of
the City of Oswego

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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 _____

William Gordon

Guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of *Twenty* 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 *June 8* 188 *5* *Andrew J. Smith* Police Justice.

I have admitted the above-named _____

Defendant

to bail to answer by the undertaking hereto annexed.

Dated *July 26* 188 *5* *Andrew J. Smith* Police Justice.

There being no sufficient cause to believe the within named _____

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

Dated _____ 188 _____ Police Justice.

0129

BAILED,

No. 1, by

Residence

No. 2, by

Residence

No. 3, by

Residence

No. 4, by

Residence

Police Court

582 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

John H. Reed
148 W. 57th
William Gordon

Dated

February 20 1885

M. J. Power

Magistrate

Eagan

Officer.

Street

Precinct.

Witnesses

Stillman F. Kneeland

Street.

No. 317 B'way.

Abraham Gruber

Street.

No. 340 E. 65th

Street.

No. 200

Street.

to answer

Bailed

1885

OFFICE

0130

NEW YORK GENERAL SESSIONS

THE PEOPLE :
against :
WILLIAM GORDON. :

STATE OF NEW YORK :
City and County of New York. : SS:

JOHN H. REED being duly sworn deposes and says:

That he is the complainant in the above entitled case, and that at the time of making the complaint he was a member of the firm of Bates, Reed & Cooley there in mentioned. That since that time the said firm has been dissolved. That deponent made the complaint in the above entitled case as a member of said firm.

That upon a more careful examination, upon learning additional facts, upon looking carefully through all the evidence and after taking legal advice deponent is forced to the conclusion that it would be futile to proceed further in the matter.

Deponent further says that heretofore and during the incumbancy of the Honorable Randolph B. Martine as District Attorney deponent's Attorney called upon him in reference to the matter, and was told by him the then

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District Attorney that in his opinion there was not evidence sufficient to convict.

Deponent therefore most respectfully begs leave to withdraw his complaint and prays that the indictment found herein be dismissed, and that the defendant be discharged therefrom.

Sworn to before me this :
11th day of May 1888.

J. H. H. Reed

William G. Bates
Notary Public (295)
New York County

0132

NEW YORK GENERAL SESSIONS.

THE PEOPLE

against

WILLIAM GORDON.

AFFIDAVIT OF WITHDRAWAL.

0133

OFFICE WITH
Bates, Reed & Cooley,
61 WORTH STREET,

Abraham Gruber,
Attorney and Counsellor at Law.

New York,

APRIL 7, 1888

HON. RANDOLPH B. MARTINE,

DISTRICT ATTORNEY, CITY.

DEAR SIR:

I HOPE THAT YOU WILL PARDON THIS INTRUSION ON YOUR TIME WHEN OTHER MATTERS OF LARGE MAGNITUDE ARE HAVING YOUR ATTENTION, AND IF YOU WILL ALLOW ME, I WOULD SAY THAT I THINK THE CITIZENS OF THIS CITY ARE MORE THAN WELL PLEASED WITH THE EFFICIENT AND EVIDENTLY HONEST FIGHT YOU ARE MAKING IN THE MATTER OF THE BROADWAY ROAD. THE MATTER ABOUT WHICH I WOULD BEG TO CALL YOUR ATTENTION IS THAT OF WILLIAM GORDON, INDICTED ON THE COMPLAINT OF BATES REED & COOLEY AND CONCERNING WHICH I HAVE HERETOFORE HAD THE PLEASURE OF AN INTERVIEW WITH YOU. NOW, AFTER CONFERRING WITH GORDON'S COUNSEL, THEY PROPOSE THAT THE INDICTMENT BE QUASHED AND GORDON ~~WILL~~ GIVE A GENERAL RELEASE TO MY CLIENTS, PROVIDING THEY DISCHARGE HIM AND HIS BROTHER FROM THEIR CLAIM FOR GOODS SOLD OF \$2,000. THIS PROPOSITION MY CLIENTS EMPHATICALLY DECLINE. THEY DO NOT HOWEVER WISH TO STAND AS OPPRESSORS IN YOUR EYES, AND ARE WILLING THAT THE INDICTMENT BE QUASHED, THEY ARE GUARANTEED AGAINST FUTURE ACTIONS FOR MALICIOUS PROSECUTION. I THINK THAT SUCH A TERMINATION OF THE CASE WILL BE SATISFACTORY ALL AROUND, AND THAT THROUGH YOUR KINDLY EFFORTS IT CAN BE BROUGHT ABOUT. PERSONALLY, I WOULD PREFER SUCH AN ENDING TO ANY OTHER. IF YOU WILL

0134

SEND FOR COL. WAGSTAFF, I THINK THE MATTER CAN BE ENDED AT ONCE.

YOURS VERY TRULY

Wm. Gordon

*The People
vs
Wm Gordon*

III

0135

Statement of Endorsements & money
loaned admitted by Jas W McCarthy to Gordon Bros

1884/	May 2	Letter of Guarantee to Lee, Twiddy & Co Jan 1885 letter was taken up by Gordon Bros and four promissory notes endorsed by McCarthy given.	1200 00
	Sept 6	Endorsed two notes for \$500 each one at 30 days the other at 60 days at First National Bank this City. said notes having been renewed as they became due since	1000 00
	Aug 9	Check - Loan	100 00
	Sept 20	" "	50 00
	21	" "	50 00
	Dec 1	" "	50 00
	" 27	" "	100 00
	31	" "	100 00
1885	Jan 17	" "	200 00
	21	" "	200 00
	27	" "	100 00
	"	" "	150 00
	29	" E. A. Bradley James McCarthy became security for	100 00
	31	" F. C. Hamilton Guaranteed	100 00
Feb	23	Cash on draft or check	300 00
			1600 00
		Cash returned	100 00
			1300 00
Jan	28	McC. Guarantee to Dunham Buckley & Co Demand notes for	600 00
			2050 00
			6350 00

This last item was for the purchase of Gordon
Bros of a claim owned by Jas W. McCarthy against
Robt Gordon a which Gordon Bros agreed to
purchase in the summer of 1884 & had actually
buy & give notes for at above date

0136

FRANCIS E. HAMILTON,
ATTORNEY AND COUNSELOR AT LAW,
12 GUIMARAES BLOCK.

New York Feb 18 1885

James M. Cuddy Esq.

At the request of
Mr. James M. Cuddy I enclose
herewith a statement
of the amount of the advances
made by him to the
Gordon Bros.

Yours truly
Francis E. Hamilton
City for
Jas M. Cuddy

0137

STENOGRAPHER'S MINUTES.

5th
District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

John H. Reed

W^m
Gordon

Offence - Grand Larceny

BEFORE HON.

Andrew J. White

POLICE JUSTICE,

April 4th 1885

APPEARANCES:

For the People, Counselors Steinert & Gruber

For the Defence, Counselors Wagstaff & Gleason

April 4th 1885

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M. J. Tracy

Official Stenographer.

0138

3rd District Police Court.

April 4th 1885

The people vs.

on complaint of
John H. Reed
vs.

William Gordon.

Judge White - Presiding.

Francis E. Hamilton, being sworn, says,

Ques. What is your business?

Ans. Attorney, and
Counselor-at-law.

Ques. Do you know W^m
Gordon?

Ans. For ten¹⁰ or fifteen¹⁵ years.

Ques. Do you know M^r Leathy?

Ans. For
fifteen¹⁵ years.

Ques. Are you connected
with him?

Ans. I am Attorney for him,
and then, for four⁴ years.

0139

Ques. Did you do any business for him and for Gordon Bros.

Ans. I did all the business that was required of an attorney between Mr. Carthy and Gordon Bros.

Ques. Do you know anything about the Gordon Bros. assuming an indebtedness to Mr. Carthy, of their father's?

Ans. I know that they did assume such indebtedness.

Ques. (When was it?)

Ans. Gordon Bros. asked from Mr. Carthy loans at various times, and in November and December /84, they asked certain loans, and in January /85 they requested him to guarantee a note to Whelan and Co of this city, New York. He agreed to do so, if they would purchase the claim which he held against their father. They did purchase that claim giving their note for it. The claim had

0140

been in the hands of the First National Bank of Oswego, during all the time of its existence. Mr. McCarthy having paid the same to the bank, but at his request the Bank still held the claim in its own name, although they had received the cash from Mr. McCarthy to cover it. I requested the Bank to put the claim in their name which I understood they did Feb. 4th / 85 carrying out the agreement made between Mr. McCarthy and the Gordon Bros. I drew a paper and took it to the Bank which the Vice-President executed; which paper assigned all of J. McCarthy's interest in it, to the claim against Robert Gordon, to the Gordon Bros. That paper was executed by J. J. Mott, Vice-President of the First National Bank on Feb. 4th / 85. The paper executed referred to, I delivered to the Gordon Bros. and received from

them their notes therefor. I am not positive but that they had given their notes into the hands of their Attorney to deliver to me before I delivered this paper to them. I did not receive the notes for M^c. Learthy till after Feb. 1st 1885.

Ques. How you know when the notes were dated?

Ans. I do not know the exact amount of the notes, but will swear they were dated within two or three days of the assignment. There was one note of two thousand and fifty (2050) dollars.

Ques. (Was M^c. Learthy present at any of these transactions?

Ans. Hee was present when the paper was delivered.

Ques. (What was this claim, that they purchased?

Ans. It was a claim held by M^c. Learthy against

0142

the estate of Robert Gordon for
endorsements made by Mr. McCarthy
on Robert Gordon's paper which he
was obliged subsequently to pay; which
claim was a preferred claim in the
assignment made by Robert Gordon
to Donald Gordon in October /83.
Donald Gordon made an assignment to
one Wolfe of Rochester, and in the
same he preferred his indebtedness
to R. Cliphant of Oswego, who
was the Assignee of Robert Gordon.
R. Cliphant held Donald Gordon's notes
for about nine⁹ or ten¹⁰ thousand dollars
having received the same as Assignee
of Robert Gordon, which notes had
matured. On the 9th day of January
Mr. McCarthy owned the claim against
Robert Gordon which he first sold
to Gordon Bros. and on the 9th
of January had no right, title,
interest in or to, the same in any
manner.

Ques.

(Whom did you represent?
5

0143

Ans. Mr. McCarthy.

Ques. Did he ask you about making them advances?

Ans. Not at that time.

Ques. Did he at any subsequent time?

Ans. I can not give the dates.

Ques. Did he ask you on the 9th of August?

Ans. All through the summer.

Ques. Did you ever advise him to get any security?

Ans. I told him to get any security he could get.

Ques. Do you remember in the month of Feb. your being handed by Mr. McCarthy a statement of his claim, made out in his handwriting?

Ans. Yes Sir.

Ques. Can you tell me what that statement contained?

Ans. It footed up

0-144

Ques. sixty-two hundred (6200) dollars. (Where
is it?

Ans. In my office.

Ques. Did not that statement state that
this two thousand (2000) dollar debt
was contracted in the summer of '84,
and that Gordon Bros. had agreed
to pay that note?

Ans. Not to my
knowledge.

Ques. Did he not require you
to hand a statement to Mr. Gruber?

Ans. No Sir.

Ques. I hand you a statement mentioned
in your letter, and ask you to
state whether portions of that
statement are in your handwriting?

Ans. Yes Sir, portions.

The body of this statement
was written by my clerk, and I
simply wrote at the bottom. Leon
Hall is the name of my clerk.

Ques.

Was that statement

0145

made from figures given to you,
by M^{rs}. Leahy or Gordon?

Ans.

By M^{rs}. Leahy,
he gave me the original statement.

Ques.

Did you
not draw off a statement in addition
to Exhibit 1 of this date?

Ans.

No, I
did not.

Ques.

Did you not draw off one
which contained the following statement
Exhibit 2 of this date?

Ans.

I never
saw that paper.

Ques.

Is it not a fact
that the assumption or agreement
to buy this note was made in
consideration of cash advanced? And
was the endorsement made for Gordon
Broos. or for M^{rs}. Leahy?

Ans.

I cannot
answer.

Ques.

(What then in your mind was
the consideration for the purchase?

Ans. What he was doing. He frequently loaned them money.

Ques. This agreement by Gordon Bros. was made at the time, and as a part of the transaction in the months of August and September as part of certain loans?

Ans. I cannot state.

{ Sworn to before me
this 4th day of April 1885

Police Justice

0147

James M^cCarthy, being sworn, says,

Ques. { Did you sell a claim of two thousand
by and fifty (2050) dollars, to Gordon Bros.
White of Oswego?

Ans. M^r. Hamilton did.

Ques. Were you present when those notes were delivered to M^r. Hamilton?

Ans. On the last of January or the first of February, M^r. Hamilton came to me with a statement, directing the First National Bank of Oswego to assign the claim that I had paid for to Gordon Bros. I signed the statement. M^r. Hamilton stated to me that he had just received their notes for the claim; a claim that I was endorser on amounting to two thousand and fifty (2050) dollars.

Ques. On the 9th of January were you in possession of those notes?

Ans. They were in the possession of the First National
10

Bank.

Ques. by Counsel. Did you on the 9th of January 1885 have any paper by which you could have held them on this claim?

Ans.

No Sir.

Cross-examination

Ques.

Do you not know that it was agreed in the summer of 1884 that they should purchase these notes of two thousand and fifty (2050) dollars from you?

Ans.

Nothing further, than was the inquiry I made about that claim.

Ques.

Did you not learn the fact that they had agreed to purchase that claim?

Ans.

Nothing further than it would be paid.

Ques.

Did you know these notes had become worthless because of the broken assignment of Donald Gordon?

//

Ans. No Sir, I did not.

Ques. Did you not in your statement in the month of February repeat to Mr. Gruber, that Gordon Bros. agreed to buy that note, and had bought it in '84?

Ans. Not to my knowledge.

Ques. Will you swear you did not?

Ans. I did not.

Ques. Will you swear positively?

Ans. To the best of my knowledge.

Ques. Did you not refer Mr. Gruber to Mr. Hamilton?

Ans. I did.

Ques. You saw Mr. Gruber in your store? He had a conversation with Mr. Gordon?

Ans. Once or twice.

Ques. Did you hear what was said to Mr. Gruber by Mr. Gordon?

Question not allowed being hearsay evidence.

0150

Ques. Do you know Mr. Buell of Syracuse?
Ans. I do.

Ques. Did you see him after the sale?

Ans. He called
in the store.

Ques. Did you tell him
Gordon Bros. had agreed to buy the
note in the Fall?

Ans. I do not think
I did.

{ sworn to before me
this 4th day of April 1885

Police Justice

0151

H. B. Buell, benig sworn, says,

Ques. What is your business?

Ans. I am book-keeper
for W. M^c. Carthy.

Ques. Do you know W^m
Gordon?

Ans. I do.

Ques. Did you see him in Oswego N. Y. in
the month of February?

Ans. I cannot say.
Ques. Was it about the month of February?
Ans. It was

after the sale to M^c. Carthy.
Ques. State what
conversation took place regarding a two
thousand ^{\$ 2000.} dollar indebtedness to M^c. Carthy?
Ans. He told

me, he agreed to buy it in the
Fall.

Ques. Did you see James M^c. Carthy
here present at Oswego?

Ans. I did.

Ques. Did you have any conversation with him

0152

concerning the two thousand (2000) dollar
transaction.

Ans.

I did not myself personally.

{ sworn to before me
this 4th day of April 1885

Police Justice

15/6

0153

S. Kneeland being sworn, says,
Re-direct.

The time
this statement was sworn to in January
/85, and before the statement was
made, I explained to Mr. William
Gordon, the defendant, the reasons why
Messrs Bates, Reed, and Leoley were
afraid to extend further credit to
him on account of the setting aside
of the bill of sale, from his father
to Donald Gordon, by the Supreme
Court of New York and on account
of the decision of Judge Rumsey
vacating the general assignment of
Donald Gordon, thus rendering the
claims before stated in his hands
for collection valueless. They were
afraid to extend further credit to
him, unless he would give them
an explicit statement regarding the
present financial condition of his
firm. At a previous conversation with
him, an hour or two before, when

0154

I first met him at the hotel, we discussed the setting aside of the Gordon assignment. It had been vacated about a week before and I told him I had come to Rochester for the entering of judgment vacating it. I stated as a fact that Judge Rumsey rendered a decision in the suit of H. B. Claflin and others against Donald Gordon. I was Attorney for plaintiff on the 3rd day of January 1885, vacating the general assignment of Donald Gordon, and that previously the bill of sale executed by Robert Gordon to Donald Gordon, was vacated in a suit of M^{rs}. Levery against Robert Gordon by Judge Howchue.

Ques. Was an appeal taken?

Ans. No appeal in the Donald Gordon case.

Ques. Did you or do you consider the notes of Donald Gordon good? Did you make an offer

0155

for them?

Ans.

I said prior to the breaking
of the assignment I would advise H.
B. Claflin that the preferred claims
were worth thirty cents on the dollar.

{ Sworn to before me
this 4th day of April 1885

Polio Justice

0156

5th
District Police Court.

John H. Reed

vs.

William Gordon

Offence - Grand Larceny

STENOGRAPHER'S TRANSCRIPT.

April 4th
1885

BEFORE HON.

Andrew J. White

Police Justice.

M. J. Tracy

Official Stenographer.

0157

LEVI M. BATES
JOHN H. REED
MARTIN I. COOLEY

BATES, REED & COOLEY

NEW YORK Jan 15 1885

46
Mess Gordon Bros

Cswego, N.Y.

Gentlemen:

When the senior member of your firm was here yesterday and day before, we understood from him that he wanted additional goods not to exceed 3 or 400, but now that the goods have been selected and shipped forward, we find they amount to about 900, and as this sum, with what you are already owing us, makes a larger credit than we contemplated giving, and as trade is dull, collections slow and the business outlook not at all promising, we feel that you should either secure a large part of this amount or send us a cash remittance with which to discount a portion of the bills. When we first gave so liberal a line of credit, we understood from your Mr. Gordon,

0158

and our credit was largely based upon this understanding, that you were to receive a considerable sum of money from the accounts in your father's business, and which were then in litigation, and, as we understood, about to be decided in your favor, and this sum of money would materially increase your capital and make you easy in money matters; but now, as we understand, ~~that~~ suit has practically been decided against you, and while you have carried the matter up to another court, the prospects for your gaining the suit are not over flattering.

Under all these circumstances would it not be preferable for you to transfer a portion of this liability to your home friends by securing from them their endorsement on your notes for say \$1500, and for this amount we will take your notes, with the endorsement, for \$500 each, on 3, 4 and 5 months, canceling that amount of your indebtedness to us

0159

LEVI M. BATES
JOHN H. REED
MARTIN I. COOLEY

BATES, REED & COOLEY

NEW YORK 188

and charging you no interest for the extra time so taken. This will make you easier and will also be perfectly safe to the endorser, as in case of any unforeseen difficulty in your affairs, you can protect him by preference the same as you have kindly stated to our Mr. Kneeland. you will treat us for the entire claim. As your credit in the city of New York depends largely upon your relations with our Firm, you will see that it is to your interest to arrange matters in such a way, so that it will be satisfactory all around.

Awaiting your prompt reply we remain

Yours very truly

Levi M. Bates, John H. Reed & Martin I. Cooley

On receipt of this letter please telegraph me just what you will do in this matter

J. H. Reed

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STENOGRAPHER'S MINUTES.

5th District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

John H. Reed

vs.

William Gordon

Offence - Grand Larceny

BEFORE HON.

Andrew J. White

POLICE JUSTICE,

March 25th 1885

APPEARANCES:

For the People, Counselors Steinert & Guiber

For the Defence, Counselors Wagstaff & Gleason

March 25th 1885

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Cross Ex.

Re-Direct.

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William Gordon

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M. J. Treacy

Official Stenographer.

0161

New York March 28th 1885
5th District Police Court
Judge White - Presiding

The People vs on the
Complaint of
John M. Reed

vs.
William Gordon
Officer - Grand Jurors
at Scotland Yard, says;

Ques. What is your business?

Ans. Attorney and Counsel
at Law.

Ques. Do you know William Gordon?

Ans. I know him.

Ques. Where did you get this statement
and under what circumstances?

Statement marked - Exhibit A.

Ans. Police Hotel Rochester, January 9th.

A day or two previously, I telegraphed
to meet me. I think I received a reply
they would do so. I went there on
/

0162

Another matter I met Wm. Gordon there. I think the night before I am not positive; I told him I came to see him on behalf of Bates, Reed and Corley. I told him that Mr. Reed called on me and stated they had sold him twenty two hundred (\$200) dollars worth of goods relying largely on the assets, he was to receive through the collection of the account due to his father originally, and that had been turned over to his firm for collection; and since the Court had set aside the bill of sale of his father to W. O. Gordon as fraudulent, that their credit had been questioned in the New York Market and that he held an order from them, Gordon Bros. and did not want to deliver it till I had ascertained from them personally that every thing was all right. I told him I believed you were all right and asked him (Gordon) if he would not make a

2

0163

statement of the condition of his property. I told him I would take it down to Mr. Reed and if it justified the continuance of their credit, I should advise not only to give a further line of credit and deliver the goods already ordered, but to help them out. At any rate I am satisfied they will deliver the goods to you. He said "every thing was all right". I asked him who he owed to and how much to each person, and took down his answer at that time on the paper. ~~And~~ ^{And} all the other matters on this paper I wrote at the time from his statement to me. I asked him to look it over and if all right he might sign it; he looked it over and said it was all right. There were no changes made as originally written down and signed. He said that if we were satisfied, he would be glad of our help, as he might

0164

want some extension.

Ques.

What did you

do with the statement?

Ans. I put it in my pocket and brought it home; took it to Mr. Ford and advised Bates & Co. to give them credit about two thousand dollars.

Ques.

When did you come?

Ans.

Yes.

Ques.

Did he not use the word about, in this statement all the time?

Ans.

He did not.

I put them in.

Ques.

He signed the statement.

Ans.

Yes.

Ques.

Did you not tell Mr. Gordon at the time, that you represented Lee & Tracy & Co.

Ans.

I did not.

Ques.

When did you see Gordon again after making this statement?

Ans.

At Chicago.

After a few days after this charge had

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been made here.

Ques.

Did you not advise him to confess Judgment to Bates, Corley & Co.?

Ans.

I told him I had been to the Police Court, made a statement, and was afraid Bates, Corley & Co. were going to proceed criminally.

Ques.

Did you advise him to see his Attorney?

Ans.

His Attorney was there with him.

Ques.

Did you not advise him to confess Judgment?

Ans.

I cannot state positively.

Ques.

Do you not forget that?

Ans.

I cannot state positively.

{ Sworn to before me
this 25th day of March 1885

Police Justice

John H. Reed, being, sworn, says;

Ques. You are a member of the firm
Bates, Reed & Corley?

Ans. Yes.

Ques. How long have you been engaged
as a merchant?

Ans. Twenty yrs.

Ques. Do you know this person?

Ans. I do.

Ques. Do you Mr. Kneeland

Ans. I do; he is

our Attorney and Counsel.

Ques. In the month
of January 1885 were you dealing with
Gordon Bros. of Chicago N. Y. & C?

Ans. Yes.

Ques. When did you get that paper?

Ans. On or
about January 10th 1885, it came from
Mr. Kneeland.

Ques. Did you see William
Gordon after?

Ans. I saw him on or about January 20th
6

0167

I saw him on several occasions.

Ques.

State the

connections you had with Mr. Gordon.

Ans.

I told him we had a conversation with Mr. Knudsen, who had visited him and that we were gratified that we were able to make so good a showing; and on the strength of the statement he made to Mr. Knudsen, we would give him a still further credit.

Ques.

How many goods did

Mr. Gordon buy at that time?

Ans.

About

thirteen hundred (1300) dollars.

Ques.

Were they

shipped to him?

Ans.

They were.

Ques.

Did you subsequently see Mr. Gordon?

Ans.

About January 20th.

Ques.

What did he state to you?

Ans.

It is

in this paper; paper introduced as

(Exhibit B) evidence marked (Exhibit B)

Ques. Did you sell the goods?

Ans.

No Sir.

Ques. You shipped them?

Ans.

Yes Sir, they

were shipped.

Ques.

Did you get any of the

goods back?

Ans.

About eight or nine hundred

dollars.

Ques.

How many cases?

Ans.

I do not know.

Ques.

He shipped them

back?

Ans.

I do not know.

Ques.

You say the value was twelve hundred
(1200) dollars?

Ans.

He shipped a portion of
them.

Ques.

You have been asked concerning the
stoppage, intransitu, why was it done?

Ans.

There were several reasons, one of which
was, I understood Mr. Gordon was
furnishing security to merchants

outside of his purchases from us. I became alarmed, I thought he showed an undue anxiety to obtain goods; he said he would furnish security, if we were liberal with him; we wrote to the party, who was to furnish security and he wrote us "he would not go his security. I made up mind there was something wrong, so I stopped the goods in Brazil."

Que. Is that a memorandum from your house?

Paper mounted (Exhibit C.)

Ans. I judge it is.

Que. Is that a receipt for the goods returned?

Ans. I cannot say.

Que. Was this letter written in regard to the security?

Ans. In order to conform his statement I wrote to the parties.

Que. Were the goods stopped the same day?

Ans. Four or five days after I wrote the letter.

Quee. Or you know when they were stopped in transit?

Ans. I do not know.

Quee. Was that letter written by your house to this young man?

Ans. Yes, that is a letter dictated by me.

Quee. What is the name of the party you wrote to?

Ans. Mr. Carthy at Onego.

Quee. Or do you recollect how many goods were sold on January 5th?

Ans. I do not.

Quee. Have you a statement of the sales to Gordon Bros.?

Ans. No, Sir. We get the statement of our sales from our books.

Quee. Have you the books with you?

Ans. No, Sir.

Quee. Look at that bill and see if it was paid?

Ans. It was, I believe.

Ques. by Judge White.

How long had Gordon been
been dealing with you?

Ans.

About nine months.

Ques.

At the time they commenced did they
make a statement regarding their ability;
up to the time they made the statement
were they very prompt in their payment?

Ans.

Yes Sir.

Ques.

When Gordon purchased the last bill
of goods, he owed you some money?

Ans.

Yes Sir.

Ques.

Every time he bought you got a
statement?

Ans.

Not every time.

Ques.

You did get a statement when you
shipped him the goods?

Ans.

He did.

Ques.

The last time you sold him goods
did he make a statement?

Ans.

He did I
called him into the office and he
made it.

0172

Ques. By Counsel When was the statement made?

Ans. He made it on the 20th

Ques. When were the goods shipped?

Ans. I cannot say.

Ques. Was the statement made after the goods were shipped?

Ans. I think it was made after the goods were shipped he made that statement to me

{ Sworn to before me
this 25th day of March 1885

Police Justice

Abraham Gruber, being sworn says;
 Ques. Do you know William Gordon?
 Ans. I do.

Ques. How long?

Ans. About a month and a half.

Ques. Did you have any conversation with him at any time about these goods?

Ans. I did.

Ques. About when?

Ans. About the 18th of February at Oswego N.Y.

Ques. What did you go there for?

Ans. To investigate his failure.

Ques. Did you have a conversation with him?

Ans. I did.

Ques. What was it?

Ans. I went to Mr. Gordon and asked him whether he could pay, he said I cannot. I have sold out to Mr. Carthy, my entire stock of goods for ^{seventy} ~~sixty~~ eight hundred (\$800)

(2800) dollars part of which was cash and part of it for claims held against me. I asked him when this debt of Mr. Carthy's was made. He said "Some time last summer Mr. Carthy held a note against my father and we agreed to buy that note from him. I said, 'Is the bill of sale on record?' He said 'No'. Myself and my brother are connected with this store, but Mr. Mr. Carthy owns it."

Ques.

Did you speak to him about the statement he made about a week previously?

Ans.

I did not. I asked him how much he had and he said, "Seven cents."

Ques.

How much did he tell you he owed Mr. Carthy at the time he made that statement to Mr. Kneeland?

Ans.

Two thousand (2000) dollars for the purchase of his father's

0175

note, one thousand (1000) to the bank, five hundred (500) for cash.

Ques. Did he admit to you he received part of the goods?

Ans. I had a statement of them entered, showing credit of the goods stopped in transit.

Ques. How many conversations did you have?

Ans. About four.

Ques. Who were present?

Ans. Nobody, except McCarthy was at one of them.

Ques. Where were they held?

Ans. In the store; McCarthy's store.

Ques. Have you got with you the statement you presented to Gordon of the money due?

Ans. I have not.

Ques. You swore to the affidavit; did you read it before you swore to it?

Ans. Yes Sir.

Que. Is it true?

Ans. Yes Sir.

Que. You have sworn in this statement affidavit, that Gordon stated he was indebted to McCarthy of Syracuse?

Ans. I did. I meant McCarthy of Onondago.

Que. Do you swear that the statement was not true?

Ans. I do.

{ Sworn to before me
on this 25th day of March 1855

Police Question

Jury Council. I move by the evidence taken before your Honor that the prisoner be discharged. Motion denied.

William Gordon of Oswego, New York.
being sworn says,

Ques.

Did you hear

Mr. Kneland testify?

Ans.

I did.

Ques.

Relate the circumstance of your
meeting him?

Ans.

I received a telegram
from Mr. Kneland saying "Come
to Rochester." I went up there to
Rochester; I went up to his room.
He said "I represent Bates, Reed and
Curley. Mr. Reed wanted me to see
you. I would like you tell me
about what you saw. I said I
cannot as my books were not made
up." He took a pen and made
up a statement, he took up a
pen and wrote and asked me
questions.

Ques.

Did you require him to
present the same to Bates, Reed and Curley?

Ans.

He intended to; he got it for
that purpose.

0178

Que. That is the statement?

Ans.

Yes Sir.

Que. In regard to your indebtedness stated on the 9th of January, is it correct or false?

Ans.

Correct.

Que. Have you since made an examination of your books, to see how much you owed on that date?

Ans.

Yes Sir.

Que. Can you tell?

Ans.

I can tell from a memorandum I made.

Que.

Where did you

get the data?

Ans.

From my books.

Que.

How much did you owe?

Ans.

One thousand and seven (1007) dollars.

Que.

And the amount

there shows what you owed?

Ans.

Yes Sir.

Que.

How about the money you owed Gates, Reed and Corley?

18

Ans. About twenty two hundred (2200) dollars.

Ques. At that time did you have any discount at the First National Bank?

Ans. A one thousand (1000) dollar note of McCarthy's. It was an accommodation note.

Ques. You did not owe him a thousand (1000) dollars?

Ans. No Sir.

Ques. Did Mr. Leathy guarantee or endorse any other notes for you?

Ans. He guaranteed Tweedy and Co. for twelve hundred (1200) dollars.

Ques. When?

Ans. May 1884

Ques. To January 9th 1885 had he paid any of that guarantee?

Ans. No Sir.

Ques. How much was there due Tweedy and Co.?

Ans. About twenty-two hundred (2200) dollars.

Ques. At that time did you have any discount at the First National Bank?

Ans. A one thousand (1000) dollar note of Mr. Carthy's. It was an accommodation note.

Ques. You did not owe him a thousand (1000) dollars?

Ans. No Sir.

Ques. Did Mr. Carthy guarantee or endorse any other notes for you?

Ans. He guaranteed Freedy and Co. for twelve hundred (1200) dollars.

Ques. When?

Ans. May 1884

Ques. To January 9th 1885 had he paid any of that guarantee?

Ans. No Sir.

Ques. How much was there due Freedy and Co.?

Ans. Eleven hundred and twenty-two (1122) dollars actually due now, three hundred (300) I closed that account with Mr. Carthy's notes after the statement was made. Mr. Reed knew that.

Quee. Mr. Kneeland spoke to you about that?

Ans. I told Mr. Kneeland of it.

Quee. On the 9th of January 1885 you owed how much?

Ans. Fifty-eight hundred and fifty-five (5855) dollars and eighty-four (84) cents.

Quee. Did you after making that statement see Mr. Reed?

Ans. Yes Sir. The goods were stopped on Saturday, a letter came. The goods were stopped the same morning. I went to New York Sunday night, when I came down I made the statement, got to New York Monday morning, saw Mr. Kneeland went through the house, bought a bill of goods amounting to five or six

hundred (500 or 600) dollars. The salesman I think was Mr. James said "He would see Mr. Reed before he would make the bill larger."

Que. After the 13th of January 1885 when the goods were stopped, how much did you owe them?

Ans. I cannot exactly tell, you can tell from the statement. Statement offered in evidence and marked (Exhibit 10)

Que. Under what circumstances did you return them?

Ans. He did not give us any extra time, we said "He had better take the goods back".

Que. You never had them?

Ans. Oh Sir. I sent back the silk.

Que. You returned all the goods not broken?

Ans. Yes Sir.

Que. by Judge White,

Here all the goods you
21

bought returned?

Ans.

Except those that were broken, four pieces of cheap silk.

Que.

All the property you bought the day you made that statement you returned?

Ans.

Yes Sir. Mr. Good did not order me to send them back, but I thought he was not satisfied and sent them back.

Que.

Did you remember any conversation you had?

Ans.

He spoke to me after I had made the statement, about giving guarantee; he wanted me to guarantee. I went home when I bought the goods, told my brother everything was all right. I felt very much elated over everything being all right.

Que. by Counsel.

Did you ever offer to give a guarantee?

Ans.

I send these goods back

0184

and got goods of others.
Que. What were the
propositions made to you?

Ans. One was
I should give him a guarantee for
four thousand (4000) dollars, and he
would give me one thousand (1000)
dollars in cash and goods to the
amount of three thousand (3000) dollars.
Another proposition was that I should
give him reduced rates for a certain
amount of the goods. This was after
the goods were shipped.

Que. Did you know
Mr. Guter?

Ans. Yes Sir.

Que. Where did you see him?

Ans. In Congo.

Que. When?

Ans. In February.

Que. Where?

Ans. In the store.

Que. Did you have a conversation?

Ans. Yes Sir.

Que. Who were present?

Ans. Mr. McCarthy of Oswego.

Que. How many conversations did you have?

Ans. Two.

Que. What did you say to Mr. Gruber?

Ans. He said "I had been talking to Mr. Reed and wanted to know if I would confess judgment, said he was sorry and something else. This was the second conversation."

Que. What was the first conversation?

Ans. He spoke about my selling out; he did not say anything about what I owed.

Que. What did he ask you?

Ans. He did not say anything pertaining to that.

Que. Did you say you owed thirty-five hundred (\$3500) dollars to Mr. McCarthy of Oswego or Syracuse

in the time he was in this statement to Mr. Kneeland?
 Mr. Answer.

Que. Do any contingent liabilities appear in the statement?

Ans. Yes, Sir.

Que. You sold your business to Mr. Carthy?

Ans. Yes, Sir.

Que. When?

Ans. February 4th.

Que. What consideration?

Ans. Eighty seven hundred
 (8700) ^{dollars} cash. Mr. Mr. Carthy had endorsed
 my father to the amount of 2000 dollars.
 It was a preferred claim. When Bates,
 Qued and Carthy stopped our goods. I went
 to Mr. Carthy for assistance. I said I
 could not get any credit from anyone,
 because the assignment was set aside,
 I asked Mr. Carthy to help me. He gave
 me a guarantee and also advanced me
 money.

Que. When was that arrangement made?

Ans. January 25th.

Que. Did you pay anything
 25

0187

to Mr. Gruber?

Ans.

No Sir; not a word

Quee.

What he has stated in regard to
the conversation is untrue?

Ans.

Yes Sir.

Quee.

Did Mr. Gruber suggest to take a
confession of judgment?

Ans.

Their Attorney came
to get it, I had no reason not give
one. I said I would see my Attorney.

Quee.

Did Mr. Knudsen say anything about
confessing judgment?

Ans.

He said "he went to
a Judge's office to get out a warrant
and I had better confess"

Quee.

Did you
read the statement?

Ans.

I did.

Quee.

At the time this statement was made
you had sent an order for about
four hundred (400) dollars worth of goods
on the 9th of January?

Ans.

Some time before.

Quee.

How long before?

0188

Ans. About the first of the week.

Que. You had not received the goods? I had not.

Ans. Did Mr. Kneland tell you that the firm was disinclined to sell you? He did.

Ans. Did you say M^r. Carthy paid you in cash eighty seven hundred (\$700) dollars when you sold him? Yes Sir.

Que. Did you at that time apply part of that eighty seven hundred (\$700) dollars? I paid

Ans. his Attorney sixty three hundred (\$630) dollars for a debt.

Que. How was the debt made up? Made up of different items (showing him this paper.) M^r. Carthy had our note for two thousand (\$2000) dollars. Every body else was secured, but M^r. Carthy he had never been secured.

Que. Is it not a fact, in the summer of 1882 that you
27

agreed with Mr. Leathy, that if he would make cash loans from time to time, he would be protected?

Ans. No Sir.

Ques. When did you speak to him?

Ans. I do not remember.

Ques. Was it in the month of December?

Ans. I do not think it was.

Ques. You agreed to pay the note?

Ans. Yes Sir.

Ques. You paid him two thousand (2000) dollars for it?

Ans. He paid him two thousand and fifty (2050)

Ques. Did you see the statement on the 9th of January?

Ans. Yes Sir.

Ques. When you failed, how much did you owe?

Ans. About six thousand (6000) dollars.

Que. Including what you owed Gates, Reed and Corley?

Ans. Yes.

Que. How much did you sell to M^r. Carthy for?

Ans. Eighty-seven hundred (8700) dollars.

Que. Have you paid any of your indebtedness?

Ans. I confessed judgment for some of it.

Que. Look at this statement, and see if you made any reference there, to four hundred (400) dollars you owed M^r. Carthy?

Ans. To the best of my knowledge it is in there, under the head of loan.

Que. Did you pay the four hundred and fifty (450) back?

Ans. About one hundred (100) paid.

Que. Have you an account of a claim for three hundred (300) dollars, gone

0191

sold you after the 9th of
January, and that has not
been paid?

Ans.

Mr Sir.

Quee. Have you the bills with you,
of the goods that you kept?

Ans.

I think I have.

Quee. by Judge White.

Was the balance
of the sixty-three hundred (6300)
dollars, that you owed to
Mr. Carthy put in the
statement that you made to
Mr. Kneeland or Mr. Reed?

Ans.

I did not
owe it to him.

Quee.

After the 9th of

January did you get into debt?

Ans.

Yes Sir; I had to.

Quee.

It was
after the 9th of January, you
became indebted to him?

Ans.

Yes Sir.

0192

Que. by Counsel.

The one thousand (1000) dollars was a contingent liability.

Ans.

Yes Sir.

Que.

How was this cash lent?

Ans.

I would go in and ask for a check and he would go in and give me a check. He would give me money at any time I wanted it.

Que.

How often would this occur?

Ans.

Sometimes twice a week. He would borrow our check and we would borrow his.

Que.

This claim of two thousand (2000) against your father, was it preferred in the assignment of Donald Gordon?

Ans.

Yes Sir; he was the first preferred creditor. It was perfectly good up to the time the assignment was set

0193

aside. It was worth a hundred (100) cents on the dollar.

Ques.

Your father's assignment was set aside?

Ans.

Yes Sir.

Ques.

Did you buy any goods on the 30th of January?

Ans.

Yes Sir, a small bill, four dollars and twenty cents. (\$4.20)

Ques.

Did you pay that bill?

Ans.

Yes Sir.

{ Sworn to before me
this 25th day of March 1885

Police Justice

Case adjourned to April 3rd
10.30 A.M.

0194

5th- District Police Court.

John H. Reed

VS.

William Gordon

Offense - Grand Larceny

STENOGRAPHER'S TRANSCRIPT.

March 25th 1885

BEFORE HON.

Andrew J. White

Police Justice.

W. J. Tracy

Official Stenographer.

0195

LEVI M. BATES
JOHN H. REED
MARTIN I. COOLEY

BATES, REED & COOLEY

NEW YORK JUNE 30, 1885. 1885

HON. RANDOLPH B. MARTINE, DISTRICT ATTORNEY,
NEW YORK CITY.

DEAR SIR:

ABOUT A MONTH AGO ONE WILLIAM GORDON, OF OSWEGO, N. Y.,
WAS HELD FOR THE GRAND JURY BY MR. JUSTICE WHITE ON OUR COMPLAINT
AND WE ARE NOW INFORMED THAT THE PAPERS HAVE BEEN SENT DOWN TO
YOUR OFFICE. WE ARE QUITE ANXIOUS TO GO AHEAD WITH THIS PROSECU-
TION AND WILL BE PLEASED TO HAVE YOU BRING THE ACCUSED TO TRIAL AS
SOON AS POSSIBLE, AS SOME OF OUR WITNESSES ARE LEAVING TOWN, WILL
YOU PLEASE LET US KNOW WHEN THEY ARE LIKELY TO BE NEEDED?

YOURS VERY TRULY,

Bates Reed Cooley

0196

Please find the notes of my
lectures on account of James McLeary

the person known as Stuart Kelly.

Letter of guarantee to the University.

from 1885 letter now taken up by Rogers

There, our four friends met the publisher

by Mr. Deane, groom.

drawn out for 370 each

we at 30 days the other averages

or 1st National Board this City, can

water having been removed as they

became the vice,
which

Check - Draw 100.00

00.25

00-0-5

50.00

00,00

22,00

200,000

100

1000

L. A. Bradley, Prop. N. S. County

188.22

00 004
00 001

00' 0001

2 brown
4881

9. 10/20

Aug. 9

Oct. 20

52/ 220.

27

12

21

21

28

45

1

1

2 + 3 = 5

0197

Cash returned

Feb

1600.00

100.00

1500.00

Jan. 28

M^{rs} L. Guarnantia to Lumbard
Buckley & Co.

600.00

Demand notes for
being given for the purchase of
my claim on 90 of his endorsements
for Robt. Gordon, Oct. 1883 of 3 notes
\$2,000.00 and which were sold absolute
to Gordon Bros. in consideration of M^{rs}.
Lumbard's endorsements & advances to help
them along, although they had pre-
viously assumed me that all of the pre-
ferred debts of Donald Gordon would
be paid, and this being one of them we
insisted that the purchase be closed
and received their notes on demand
dated as above stated. The

protested notes together with the
proven claims for above, was then
transferred by First National Bank to
them and became their property.

I should not have troubled them on
these demanded notes, as M^{rs}. Lumbard's
claims had they not been sued by
several parties, but concluded them
in my entire claim in judgment and

0198

proceeded to protect ourselves, had
they not sold the stock, and that
in good faith and at its absolute
value for which Mr. McE. Leath
gave his check, and they paid the
claim just held by his attorney.

0199

27/4/24

Bates, Reed & Cooley.

New York, Jan 20 1885

Name Gordon Bros

Address Oswego N.Y.

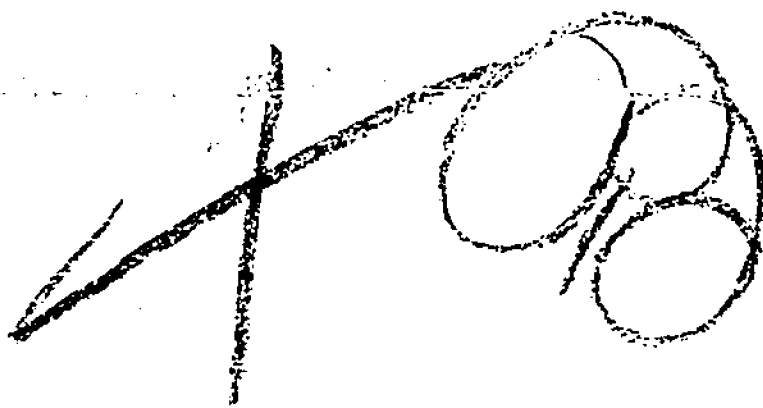
Salesman

Wm Gordon (Robt Gordon)
 William tells me they will not
 take inventory till February &
 cannot tell exact amount of stk
 but is sure they have as much as 13,000
 good accts 300
 Total debts are 13300
 Surplus according to this statement 8,500
 4,800
 and he feels sure they are worth
 5 to 6000, as they have been selling
 at the rate of 40,000 per year
 and is sure they have made a good
 profit Is quite confident their stock
 is as much as 14,000 Says they trust
 out almost no goods Keep insured
 for 12000 are doing a safe and
 careful trade and can make

0200

money if allowed to go ahead
He says their claim against
Donald Gordon of Rochester was
for money deposited with him
to the amount of \$5200 which
was swamped in the failure of
Donald G. but says that
Donald is no relation to them
The proposition now between them
and us is to give us a guarantee
of \$1500 and we give them a
line of credit of 1500 on
their own responsibility

Reed



0201

Polio

Salesman

416
Miss James

343, 345 & 347 BROADWAY COR. LEONARD STREET.

M. Gordon

Jan 14 1885

Chicago

BATES, REED & COOLEY,

2-304 mos - Importers & Dealers of Dry Goods.

Terms invariably:

6 per cent off 10 days,
5 " " " 30 "
4 " " " 60 "

Insurance effected only on written instructions.

In all correspondence relating to goods or account,

address the firm and give Book and Page of Bills.

L & J

AMERICAN DRESS GOODS.

NEW YORK FUNDS—NO EXCHANGE ALLOWED.

19 2 Cash	879 720	
07062	50 8 4	
1152	509 450	
202	5010 5	
04 in 2 Red Damask	4630 1380	
92 Cheesbournsilk	4812 576	
62	4812 6	
22	508 4	
42	5010 5	
81	72 15 360	
03 3	81 17 1431	
172	4812 1089	8397
04241 74 Great	1580	1620
as Local Cashmere	1710 996	
as Blue	4802 2219	3206
4 ARLY L Cash	234 18 4226	
1 Pacific	5710 602	
4 March	57610 2268	7096
		19719

0203

Exhibits in
Rud. vs. Gordon

0204

GORDON BROS.,

DRY GOODS.

201 West First Street.

Oswego, N. Y.

188

Bates Reed & Cooley		
Irish Victor & Ochsler	Jan Feb March	1,070.00
Lehay & Dubord	December	42.82
Walton Robbins & Co		116.72
Butler Clapp & Co		178.94
Low French & Co		1.142.00
Shadwick Peters & Co		125.08
Bryant & Casbar		1108.00
Leis Meyer		45.
Hord & Taylor		200.
Hautick Silk Co.		30.05
G. A. Morrison		9.
R. McCarthy Sons.		150.36
W. A. Karabur Co.		108.68
James Diment Son.		10.
Carter Rice Co.		1,58
Boston Manfg Co.		2,12
Philadelphia Smit Co.		160.50
G. A. Peters		20.64
American Smit Manfg Co.		12.00
		4442.18

0205

ALL CLAIMS FOR DAMAGE OR DEFICIENCY MUST BE MADE WITHIN TEN DAYS AFTER RECEIPT OF GOODS.

Sales Book 02532

Folio

Salesman

343, 345 & 347 BROADWAY COR. LEONARD STREET.

New York Jan 13 1885

M Gordon & Co

Oswego N.Y.

Bought of BATES, REED & COOLEY,

Importers & Jobbers of Dry Goods.



Terms

2, 3 & 4 mos

Insurance effected only on written instructions.

6% 10 days or 5% 30 days.

NEW YORK FUNDS - NO EXCHANGE ALLOWED.

In all correspondence relating to goods or account,

address the firm and give Book and Page of Bills.

27 ^{Pieces} Box Satin Ribbon	29 65
17 ^{Doz} Box Kid Gloves	14 63
3 Boxes Cuffling ^(3 are by the)	8 75
6 dozen Ladies Hosiery	13 75
2 " Cuffs	3 50
18 " Collars	22 50
5 " ^{Handkerchiefs} Turkey Red Handkerchiefs	4 50
4 Pieces Silk	3 50
3 Packages Pins	1 44
1/2 ^{Box} Box Sewing Silk	4 38
1 gross Safety Pins	3 5
1 " Hooks & Eyes	2 5
5 dozen French Cotton	2 25
5 " Hair Pins	6 25
62 52 66 87	

POSITIVELY NO GOODS TO BE RETURNED UNLESS DAMAGED

0206

OFFICE WITH
Bates, Reed & Cooley,
P. O. BOX 1008.

Abraham Gruber,

Attorney and Counsellor at Law.

New York, July 17th, 1885

J. W. Lindsay Esq.

Indictment Clerk, etc.

Dear Sir;

You will find herewith
bills of the Mode. sold January
13th & 14th. No goods were sold
January 30th except one very
small bill for which the cash
was paid.

Very truly yours,

Ab. Gruber

0207

Sales Book 537
Folio 27
Salesman L. J.

ALL CLAIMS FOR DAMAGE OR DEFICIENCY MUST BE MADE WITHIN TEN DAYS AFTER RECEIPT OF GOODS.

343 345 & 347 BROADWAY cor. LEONARD STREET.

New York Jan 1 #1885
M. Gordon Bros



Terms *3 mo*
2% 10 days or 1% 30 days.

NEW YORK FUNDS - NO EXCHANGE ALLOWED.

Bought of **BATES, REED & COOLEY,**
Importers & Jobbers of Dry Goods.

Insurance effected only on written instructions.
In all correspondence relating to goods or account,
address the firm and give Book and Page of Bills.

3 Pairs Kid Gloves
1 Piece Velvet
5 " Silk

375-
1050
3987841303

0208

345

CREDIT MEMORANDUM.

NEW YORK,

Feb 3 1885

Miss Gordon Bros

Orange N.Y.

WE CREDIT YOUR ACCOUNT WITH GOODS RETURNED AS FOLLOWS:

* 4325	4 pc	Silk	405 ³ / ₄ yds @ 85¢	344 57
4473	1 pc	"	48 ¹ / ₄ yds @ 1 05	50 66
				395 23
46				
Amount at your credit,				\$ 395 23

Yours Truly,

BATES, REED & COOLEY,

Per

D. D. March

0209

Sales Book 524 ALL CLAIMS FOR DAMAGE OR DEFICIENCY MUST BE MADE WITHIN TEN DAYS AFTER RECEIPT OF GOODS.

Page 722 343 345 & 347 BROADWAY COR LEONARD STREET.

Salesman James J. Jany

New York Jan 30 1885

Chicago NY

Bought of

BATES, REED & COOLEY,

Terms

Importers & Holders of Dry Goods.

6% Cash

Insurance effected only on written instructions.
In all correspondence relating to goods or account.
address the firm and give Book and Page of Bills.

11346-1 Proc. M. & C.

<u>Facet</u>	<u>12</u>	<u>300</u>	<u>450</u>
<u>Chad.</u>	<u>60</u>	<u>27</u>	<u>473</u>

02 10

ALL CLAIMS FOR DAMAGE OR DEFICIENCY MUST BE MADE WITHIN TEN DAYS AFTER RECEIPT OF GOODS.

Sales Book: _____

Folio: _____

Salesman: _____

343 345 & 347 BROADWAY COR LEONARD STREET.

New York August 4 1885
M. Gordon Bro 1114

Bought of **BATES, REED & COOLEY,**



Terms Co Dry

Importers & Jobbers of Dry Goods.

2% 10 days or 1% 30 days.

NEW YORK FUNDS - NO EXCHANGE ALLOWED.

Insurance effected only on written Instructions.

In all correspondence relating to goods or account.

address the firm and give Book and Page of Bills.

<i>Deotree Suiting</i>	<i>55 56</i>	<i>2 78</i>	<i>57 39 3</i>
<i>Clard Regatta</i>	<i>55 56</i>	<i>152 4</i>	<i>68 5</i>
<i>at</i>		<i>116 7</i>	<i>87 2</i>
<i>Quinneden Blvd</i>	<i>55 56</i>	<i>285 6</i>	<i>148 1</i>
<i>Comet Bro</i>	<i>55 56</i>	<i>210 6</i>	<i>131 5</i>
<i>Lockwood & B</i>	<i>55 56</i>	<i>247 6</i>	<i>161 1</i>
<i>Carth</i>			<i>59</i>
			<i>7647</i>

0211

NORTH, WARD & WAGSTAFF
Law Offices.

THOMAS M. NORTH,
J. LANGDON WARD,
ALFRED WAGSTAFF.

120 BROADWAY, (Equitable Building.)

New York January 28, 188

The People

vs.

William Gordon.

Hon., Randolph B. Martine,

District Attorney,

Dear Sir:-

Allow me to call your attention to the above matter and respectfully request that the indictment found against William Gordon be quashed. In the first place he should not have been held by the committing magistrate, or indicted by the Grand Jury on the unsupported testimony of one of the employees of the complainant as to an alleged confession made by him.

The statement made by William Gordon to obtain credit was strictly true, no offense has been proved, or committed, and Mr. Gordon is innocent of the crime charged against him. The allegation made before the magistrate that he was surety for a worthless note, and had not stated that he was so liable was a fraud upon those who gave him credit, was a false charge, as the note in question is perfectly good and worth its full face value. (See

02 12

NORTH, WARD & WAGSTAFF
Law Offices,

THOMAS M. NORTH,
J. LANGDON WARD,
ALFRED WAGSTAFF.

120 BROADWAY, (Equitable Building.)

New York _____ 188

Richard J. Oliphant's affidavit enclosed herewith.

Mr. Gordon is a respectable citizen of high standing enjoying the confidence not only of the people of Oswego, but of the United States Government. This whole proceeding is one where the criminal law is invoked, not against a criminal but a debtor, to frighten him in paying what in justice to others he should not.

All proceedings of this character should be discouraged by the law officers of the people.

I am very respectfully,

Your Obedient Servant,

Alfred Wagstaff

0213

State of New York, City and County of Oswego, SS:

Richard J. Oliphant being duly sworn deposes and says, that he resides in the city of Oswego, N.Y., that he is the assignee of Robert Gordon, late of the city of Oswego, under an instrument of assignment bearing date of on or about the 3rd day of October 1884, that he has entered upon and accepted said trust and is now in discharge of duties thereunder as said assignee, that the assignment of Robert Gordon was a preferential one, that among the preferred debts of the said Robert Gordon was one represented by note of the said Robert Gordon endorsed by James McCarthy of Oswego, N.Y. and discounted at and held by the First National Bank of the city of Oswego, amounting to about the sum of \$2050.00.

That deponent now, as assignee aforesaid, has in his hands funds sufficient as he believes to pay the preferred creditors of Robert Gordon in full, and that by said proceeds will be paid the said notes of Robert Gordon endorsed by said James McCarthy and discounted by said Bank.

Sworn to before me this)
18th day of Dec. 1885.)

J. Higgins
Notary Public
Oswego, N.Y.

R. J. Oliphant
Assignee
of Robt Gordon

02 14

The People

VS

William Gordon

RHODES, COON & HIGGINS,

Attorneys for

Office and Post-Office Address,

FIRST NATIONAL BANK BUILDING,

OSWEGO, N. Y.

02 15

Fifth District Police Court
New York City.

""""""""""
J o h n H. R e e d
Complainant,
against " Present ,
 " Justice White.
W i l l i a m G o r d o n
Defendant.
""""""""""

B R I E F T O S U S T A I N C H A R G E.

The charge in this case is that of obtaining goods by false written pretenses, and the false pretense relied upon, is the statement by the defendant, made on the 9th day of January 1885 that he owed James Mc Carthy of Oswego the sum of \$1,000. and no more. The complainant is a jobber of dry goods and the defendant is and has been a member of the firm of Gordon Brothers, dry goods retailers at Oswego, New York. The goods sold and delivered on the strength of the false statement made by the defendant were the property of the firm of Bates, Reed & Cooley in which the complainant was and is a partner.

Two points only will be considered in this Brief, 1st, the defendant's intent to defraud and 2nd the falsity of the defendant's representations.

THE INTENT TO DEFRAUD.

I.

This case varies from the majority of prosecutions for false pretenses in one important particular, viz: the time when the representations were made. The representations in the case at bar were made at the time the goods

02 16

2

were shipped, in fact they were made specially to induce the complainant's firm to ship goods ordered by the defendant and which they declined to forward until the defendant made a statement to them of his firm's financial condition. Mr. Kneeland who obtained the statement from the defendant testifies that he met Gordon at Rochester, told him that Bates Reed & Cooley would not ship him nor his firm more goods because Donald Gordon's assignment had been set aside, and there were rumors afloat which affected the credit of the defendant's firm. The defendant then dictates a statement to Mr. Kneeland of his firm's condition and signs it. The very first sentence of this written statement shows that the same was made as a basis for future credit and to inspire Bates, Reed and Cooley with confidence regarding the financial condition of defendant's firm. This statement is dated January 9th 1885. Immediately thereafter the defendant comes to New York and Mr. Reed tells him that he will ship him on the strength of the statement three or four hundred dollars worth of goods. The defendant on the contrary buys thirteen hundred dollars worth of goods and they are shipped on the regular course of business. Mr. Reed then discovering (see his letter to Gordon Brothers) for the first time that the defendant was showing an over-anxiety to get goods orders the shipment to be stopped in transit, but the defendant having already received a portion of the goods keeps over three hundred dollars worth.

The statement signed by the defendant shows that he claimed to be worth on the 9th day of January 1885 five

0217

3

thousand dollars over and above all his debts.

On the 8th day of February 1885, thirty days thereafter, he sells out to McCarthy for \$8,700., enough only to pay Mc Carthy what he owed him, and leaves \$6,000. of merchandise debts entirely unpaid. From \$5,000. surplus to \$6,000. deficiency, making a difference of \$11,000. in thirty days by a small retail dry goods concern.

Is it possible or reasonable that the defendant did not know his condition? A failure so soon after January 9th can only be looked upon as indicating fraud. Why does he select \$1,300. worth of goods when told he could buy only \$300. worth?

Failures so soon after purchases of goods have always been frowned upon by our Courts. A case very much like the one at bar is,

Dale vs Jacobs,
Vol. 10 Abb. New Series 382.

where the defendant failed thirty days after he contracted the debt.

Cardozo J. in sustaining an order of arrest, said:

"Becoming insolvent so soon after the sale, it is not too much, there being no explanation offered, to believe that they, (the defendants) ^{were so} when the purchases were made. And if that be so, they fraudulently concealed the fact of their insolvency, intending when they bought the goods, not to pay for them."

The defendant's own testimony makes him out a cheat. He testifies that three or four days before he failed he bought from McCarthy a note for \$2,000. which McCarthy held against his father Robert Gordon and that in payment therefor he gave to McCarthy \$2,000. worth of merchandise, or rather

02 18

4

that to the extent of \$2,000. the said purchase was part of the consideration of the sale of his entire stock to McCarthy

Robert Gordon had failed eighteen months before the purchase of the note by Gordon Brothers, the general assignment of Donald Gordon by which the note was preferred had been set aside by the Supreme Court as fraudulent fully forty-five days before that time, and so we have this defendant, when he is in a failing condition, and when he needs money and goods above everything else to sustain him, buying his father's worthless paper at par, giving \$2,000. worth of merchantable dry goods for a promissory note not worth the paper it is written on.

If such a transaction does not smack of fraud, then evil is virtue and dishonesty is fair dealing.

Mr. Kneeland was the Attorney for Claflin & Co. in the Supreme Court suit in which the assignment of Donald Gordon was set aside, and he testifies that the decision of Judge Rumsey was delivered in the latter part of December 1884 or the first few days of January 1885, and that he told the defendant when the written statement was made that one of the causes for complainant's alarm was that very decision and the complainant was afraid defendant's firm would be injuriously affected by it. So it appears that one month before he bought it, the defendant had knowledge that the note he claims to have bought from McCarthy for \$2,000. was as valueless as blank paper. No honest merchant was ever known to make a similar purchase.

02 19

5

THE \$2,000. DEBT TO MC CARTHY.

II.

Mr. Hamilton, the agent for Mc Carthy, and his Attorney, testifies that in the summer of 1884 Wm. Gordon agreed to purchase from Mc Carthy this note for \$2,000. which the latter held against the defendant's father, and that Wm. Gordon so agreed because and in consideration of the fact that Mc Carthy was then making loans to the defendant's firm and would assist them in the future by loans and guarantees.

This agreement by Wm. Gordon was binding on his firm and from that time, viz: the summer of 1884 he was liable to Mc Carthy for \$2,000. the purchase price of the note. The loans commenced in August 1884 and continued down to the time of the failure.

This agreement to buy the note, which the defendant himself admits, was not a void contract. It can best be likened to the purchase of a horse. A., who owns a horse, meets B. and says, "Now Mr. B. you are in business and want to be helped along. I will give guarantees for you and advance you money if you will agree to buy this horse." B. says, "I will buy the horse on those conditions. " Then A. advances him money and gives guarantees for B.. B. has made a bargain which he must carry out. From that moment he is liable to A. for the value of the animal. It is a liability just as much as a bail bond or endorsement.

If Gordon in his written statement had represented that he had made such an agreement with Mc Carthy could he

0220

6

have obtained any goods from Bates, Reed & Cooley? No! But he tells nothing ^{about} ~~of~~ the agreement in his statement in which statement he says, "this is all I owe" meaning that the writing he gave to induce the shipment by complainant's firm covered and mentioned all his debts and liabilities when in fact he was liable to Mc Carthy for \$2,000. more than the statement showed.

In Barker vs. Bradley 42 N.Y. 316 the Court of Appeals held that a verbal promise or agreement to pay the debt of a third person, made upon good consideration moving from such third person is valid and will support an action for the amount agreed to be paid. See also:

Tisdale vs Morgan 7 Hun 583.

In this case the debt or note is that of Robert Gordon. The persons agreeing to buy it are Gordon Brothers. ~~A.~~ Mc Carthy who owns the debt, can enforce the agreement to buy it because the agreement is founded on a good consideration, viz: his loans already made and to be made to Gordon Bros.

It appears further that on the 9th day of January 1885 Gordon Brothers owed Mc Carthy for loans \$450. advanced in small amounts, in addition to the \$1,000. which is given as the extent of Gordon Brothers indebtedness to Mc Carthy on account of loans and endorsements. The written statement is divided into debts for merchandise and debts for loans.

The Court well knows that merchants in dispensing credits fight shy of customers who owe borrowed money to

0221

7

friends. Gordon entirely concealed from the complainant's firm the fact that he had been borrowing money from Mc Carthy and under the head of loans, states that he owed Mc Carthy \$1,000. on a note which Mc Carthy had endorsed but had not paid. No mention whatever if made of the \$400.

Mr. Hamilton by his letter which is in evidence convicts the defendant. In closing the letter he says:
"This last item (meaning the \$2,000.) was for the purchase
" by Gordon Brothers of a claim owned by James Mc Carthy
" against Robert Gordon, and which Gordon Brothers agreed to
" purchase in the summer of 1884 and did actually buy and
" give notes for at above date."

Why should he say "agreed to purchase" unless he felt and knew the agreement was binding in the summer of 1884? And can "above date" mean anything else but "the summer of 1884"? If the notes were given at any other time why were they not produced to show that fact? The defendant could have manufactured notes to order; but he did not dare to. It would not have availed him if he had done so for the reason that when he agreed to pay \$2,000. to Mc Carthy for his father's note, he knew he became liable for that sum.

So it appears that on the 9th day of January 1885 when defendant by a written statement represented to the complainant that Gordon Brothers owed James Mc Carthy only \$1,000. they actually owed him \$3,000.

The merchants of New York City need the protection of its Courts and Juries. It must be remembered that in cases of fraud the positive evidence thereof is locked up

0222

8

in the conspirators and where, as in the case at bar, the evidence furnished very reasonable cause to suspect the defendant's guilt, he should be held for trial.

desire
With entire faith in the Court's power to discern and to punish fraud, this case is most respectfully submitted.
A

Abr. Gruber,

for the Complainant.

Max Steinert,

of Counsel.

Fifth District
Police Court
White. J.

—
The People ex rel
John H. Reed
against
William Gordon

—
Brief
for the People
—

Max Steiner
Of Counsel

0223

0224

FIFTH DISTRICT POLICE COURT,

THE PEOPLE &C., ON COMPLAINT OF

J O H N H . R E E D

against

W I L L I A M G O R D O N

B e f o r e

H O N . A N D R E W J . W H I T E

Police Justice,

B R I E F on Motion to discharge Defendant.

The above-named defendant was arrested , being charged with grand larceny. to wit: Obtaining from the firm of Bates, Reed & Cooley, of which the Complainant is a member, goods to the amount of about \$1200.00 - by means of a statement signed by the defendant and delivered by him to one, Kneeland. The undisputed facts are as follows: This statement was made at the solicitation of Mr. Kneeland on behalf of the said firm, was taken by said Kneeland, written out by him, in his own language, and after a strict cross examination on his part of the defendant. The defendant comes to New York, purchases more goods of Bates Reed & Cooley, and goods to the amount of between \$500 and \$600 are actually delivered to him. Mr. Reed finds some fault, sends for Mr. Gordon, Mr. Gordon states to him that he may ship back the goods

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detained at the station and that he, Gordon, the defendant herein, on his return to Oswego, will reship and return to the complainant's firm, all of their goods which are unsold, and he thereafter returns these goods on his own motion, and without being requested so to do by the complainant. Of the goods with which the defendant is charged in wrongfully taking in the complaint, all were returned but about \$250 worth. The statement given by Mr. Gordon, to Mr. Kneeland, was actually true, the difference between his liabilities as stated on the 9th of January, by him to Mr. Kneeland, as appears by this statement and his liabilities as taken from the books on that day, as appears by Exhibit which the defendant testifies is a correct statement, to which should be added his indebtedness to Bates, Reed & Cooley, is less than \$25.00.

The Complainant's claim that Mr. Gordon, or the firm of Gordon Bros., in the Summer or Fall of 1884, agreed to assume an indebtedness on the part of their father to one James Mc Carthy of Oswego, and the undisputed evidence shows, that about the 1st of February, 1885 Gordon Bros. did assume such liability by giving their notes on demand for such amount of \$2050.00. Mr. Gordon testifies such to be the fact, that they incurred no liability by reason of such indebtedness until about February 1st, 1885, and in this he is corroborated by Mr. Hamilton and Mr. Mc Carthy.

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P O I N T I .

The Complainants. have utterly failed to shew that Mr. Gordon made this statement with intent to defraud Bates, Reed & Cooley. He then stated what he then believed and now believes to be the truth. The statement was forced from him, by an Attorney well versed in proceedings of this kind, and to a certain extent, was not voluntary on his part. Section 528 of the penal Code reads "A person, who, with the intent to deprive or defraud the true owner of his property, or of the use and benefit thereof, or to appropriate the same to the use of the taker, or of any other person, either

1 . Takes from the possession of the true owner, or of any other person, or obtains from such possession, by color or aid of fraudulent or false representation, or pretence, or of any false token in writing, x x x x any money, personal property, x x x or article of value of any kind, x x x steals such property and is guilty of larceny" The above Sec. is the one under which the defendant was arrested. The fact that Mr. Gordon consented that the goods shipped to him and stopped by Bates, Reed & Cooley, should be returned to them, and that he also returned to them all the goods shipped to him after the 9th of January, 1885, that were in his store unsold, destroys any presumption that he intended to deprive the Complainants' firm of the property bought by him. At the time the goods were stopped Gor-

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don Bros. were solvent and could have insisted on the delivery to them of the goods shipped. No right of stoppage in transitue existed in favor of Bates, Reed & Cool ey at that time.

P O I N T I I .

The statement given by the defendant, to Mr. Kneeland was true.

The only way in which the Complainants attempt to show that the statement was untrue, is by claiming that it does not contain a claim for about two thousand dollars against Gordon Bros. in favor of Mc Carthy. The evidence shows that about the 1st of February, 1885, Gordon Bros. incurred this indebtedness to Mc Carthy. Some ~~of the evidence~~ states that Gordon Bros. agreed to assume the indebtedness on the part of their father to Mc Carthy. Let us look for a moment at this claim, and see of what it consisted: Mc Carthy endorsed notes for Robert Gordon (the father of the defendant) to the extent of about eighteen hundred dollars. Robert Gordon sold his stock to Donald Gordon (who is not a relative of the defendant) and thereafter made a general assignment for the benefit of creditors to Richard J. Oliphant. In this assignment the indebtedness of Robert Gordon to Mc Carthy, is a preferred claim. This assignment has never been set aside or affected in any way. When Robert Gordon sold out to Donald Gordon he took his notes as part consideration of the sale. These notes are part of

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the assets in the hands of Oliphant. Thereafter Donald Gordon made a general assignment for the benefit of creditors to one Wolf. In this assignment, Donald Gordon's indebtedness to Robert Gordon, was first preferred.

Donald Gordon's assignment has been set aside. The sale from Robert Gordon, to Donald Gordon has also been set aside, and numerous actions have been brought and are now pending, arising out of these assignments. On the 9th of January, Mr. Kneeland testifies he was in Rochester, to enter the judgment setting aside the Donald Gordon assignment. Owing to the litigations ~~now~~ pending, it is impossible to tell even now, as to the value of this claim purchased by Gordon Bros.

~~Mr. Mc~~ Mr. McCarthy testified that prior to about the 1st of February, he had no writing, contract or claim against the defendant or Gordon Bros. by reason of the indebtedness of Robert Gordon to him. Suppose Gordon Bros. Did at various times state that they would purchase this claim, and agreed to purchase it, that was not a contract or an agreement by reason of which they were indebted to Mc Carthy prior to about the 9th of January in any way whatever. Mc Carthy had no cause of action against them, on this claim when the statement was made. The case comes within the Statute of Frauds. See subdivision 2 of Sec II, title XI chap. VII, part II of the Revised Statutes, p. 2327, Vol. III of the 7th Edition. Section II is as follows: "In the following cases every

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agreement shall be void unless such agreement, or some note or memorandum thereof, be in writing and subscribed by the party to be charged therewith;

I . Every agreement that by its terms is not to be performed within one year from the making thereof.

I I . Every special promise to answer for the debt, default or miscarriage of another person."

Taking the testimony in the most unfavorable light against the defendant, it shows, that Gordon Bros. agreed to assume the indebtedness on the part of their Father, to Mc Carthy, at some future time, just when they were to assume this indebtedness does not appear, and the fact is, that they did not assume the indebtedness ~~until about the 1st of February, 1835.~~ until about the 1st of February, 1835. And when they did assume this indebtedness there was a valuable consideration between Mc Carthy and Gordon Bros. for so doing, he guaranteed an account of theirs at Dunham Buckley's for about \$600 and also loaned them some money.

In a recent case in the 96th of New York, Chief justice Ruger writes an opinion which has a strong bearing on this case. In that case the plaintiffs obtained an order of arrest in a civil action, on the ground that the defendant had made a false statement to the plaintiffs and obtained goods from them, upon such statement. The defendant moved to vacate the order of arrest at a Special Term, and such motion was denied. The General

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Term affirmed such order, and the defendant appealed to the Court of Appeals. The Court of Appeals vacated the order of arrest, and Chief Justice Ruger in his opinion says: "While it is true that it may be proved by circumstantial evidence, and the inferences legitimately deducible therefrom, yet the defendant is entitled, in the judicial consideration of the proofs, to the application of the rule, that the presumptions of the law are in favor of the innocence of the person accused.

A party, therefore, relying upon the establishment of a cause of action, or a right to a remedy against another, based upon the alleged commission of a fraud by such a person, must show affirmatively facts and circum-

~~stances tending to establish a probability of~~
guilt, in order to maintain his claim. When the evidence is capable of an interpretation which makes it equally as consistent with the innocence of the accused party as with that of his guilt, the meaning must be ascribed to it which accords with his innocence rather than that which imputes to him a criminal intent."

See case of Morris vs. Talcott, 96 N. Y. p107.

P O I N T I I I

The Complainants having failed to show probable cause, the defendant should be discharged.

Alpha Day Staff
by Counsel

0231

Judge District Court

The People vs on complaint

John Reed

vs
William Gordon

Defendants Brief

Alfred Thagstaff
of Counsel

0232

GRAND JURY.

Three Cases
Delay over

0233

District Attorney's Office.

PEOPLE

^{vs.}
Wm Gordon
G. L.

Let this debt
stand on
15th inst.

110 City Council
at 10th

12th M.
July 6/82

0234

Court of General Sessions, Part *One*

THE PEOPLE

INDICTMENT

For

vs
William Gordon

To

M. William H. Lee

No.

516 - 5 Ave

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 *Thursday* the *15* day of *July* instant, at eleven o'clock in the forenoon.

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

RANDOLPH B. MARTINE,

District Attorney.

Let this a copy of the indictment to the clerk of the court July 16.

0235

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 Fyrdon

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

of the CRIME OF Grand Larceny in the first degree,

committed as follows:

The said William Fyrdon,

late of the First Ward of the City of New York, in the County of New York aforesaid, on the thirteenth day of January, in the year of our Lord one thousand eight hundred and eighty-five, at the Ward, City and County aforesaid, with intent to deprive and defraud Saml M. Potter, John St. Reed and Martin S. Rodery, co-partners in trade, then and there doing business under the firm name and style of Potter, Reed and Rodery, of the goods, chattels and personal property hereinafter described, and of the use and benefit thereof, and to appropriate the same to his own use, did then and there feloniously, fraudulently and unlawfully, falsely pretend and represent to the said Saml M. Potter, John St. Reed and Martin S. Rodery, That a certain partnership then doing business at the City and County of Orange in the said State under the

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firm name and style of Fidelity Brothers,
whereby the said William Fidelity was
then a member, was then possessed of
large means and resources, and was
then able to pay all of its just debts
and liabilities, and then had a surplus of
about five thousand dollars, that
the said firm of Fidelity Brothers was
then indebted to one James McPartland
of the said City of Orange, in the
sum of one thousand dollars and no
more, and that the said firm was then
in all respects solvent.

And the said John W. Bates, John
B. Reed and Martin J. Cadogan, deliver-
ing the said false and fraudulent
statements and representations, made
as aforesaid by the said William
Fidelity, and being deceived thereby, were
induced by reason thereof to deliver,
and did then and there deliver to the
said William Fidelity, twenty seven
pieces of silver of the value of one
dollar each piece, twenty pieces of
silver of the value of one dollar each
piece, three pieces of silver of the
value of three dollars each piece, six dozen
pairs of shoes, of the value of two dollars
and thirty cents each dozen pairs, two
dozen pairs of socks of the value of

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one dollar and seventy five cents each
 dozen pairs, sixteen dozen dollars of the
 value of one dollar and twenty cents each
 dozen, five dozen handkerchiefs of the
 value of ninety cents each dozen, nine pieces
 of silk of the value of sixty five dollars
 each piece, one piece of velvet of the
 value of ten dollars and fifty cents, three
 packages of pins of the value of forty eight
 cents each package, one half pound of
 sewing silk of the value of four dollars and
 thirty eight cents, one gross of safety pins of
 the value of thirty five cents, one gross of
 hooks and eyes of the value of thirty five
 cents, five dozen yards of cotton of the
 value of forty five cents each dozen yards,
 and five dozen packages of hair pins of
 the value of one dollar and twenty five
 cents each package, of the goods, chattels
 and personal property of the said John M.
 Carter, John H. Reed and Martin J. Roddy;
 and the said William Gordon did then
 and there lawfully receive and obtain
 the said goods, chattels and personal
 property, from the possession of the
 said John M. Carter, John H. Reed and
 Martin J. Roddy, for and in aid of
 the said and fraudulent pretenses and
 representations of said, and with intent

0238

To deprive and defraud the said Saml M. Bates, John St. Reed and Martin S. Rodley of the same, and to use and benefit thereof, and to appropriate the same to his own use.

Whereas, in truth and in fact, the said firm of Gordon Brothers was not then possessed of large means and resources, and was not then able to pay all of its just debts and liabilities, and did not then have a surplus of about five thousand dollars; and whereas in truth and in fact the said firm of Gordon Brothers was then indebted to the said James McPartland in a much larger sum than one thousand dollars, to wit: in the sum of thirty-five hundred dollars; and the said firm was not then in all respects solvent, but was insolvent without means wherewith to pay its just debts and liabilities,

And Whereas, in truth and in fact, the pretenses and representations so made as aforesaid by the said William Gordon, to the said Saml M. Bates, John St. Reed and Martin S. Rodley, was and were, then and there in all respects utterly false and untrue, as the said

William Gordon
at the time of making the same then and there well knew.

AND SO THE GRAND JURY AFORESAID do say: That the said

William Gordon,
on the day and year first aforesaid, at the Ward, City and County aforesaid, in the manner and form aforesaid, and by the means aforesaid, with force and arms,

the goods, chattels and personal property aforesaid,

of the proper moneys, goods, chattels and personal property of the said Saml M. Bates, John St. Reed and Martin S. Rodley, then and there feloniously did STEAL, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

RANDOLPH B. MARTINE.

~~_____~~, District Attorney.

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BOX:

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FOLDER:

1836

DESCRIPTION:

Graham, Robert

DATE:

07/17/85



1836

Witnesses:

Geo Graham

Jimmie Trotter

From the books of the
the complainant, Mrs
States Albert and is
his name, and that
the complainant was
interviewed, and that he
Adams said defendant
was not willing to
steal from him! And
that he ~~defendant~~ ^{complainant} was
not seen when he made
the complaint, and Mrs. G. L.
died, and it was common that
the ~~defendant~~ ^{complainant} was
in the house, on the day
the ~~defendant~~ ^{complainant} was
interviewed, on the day, Sunday.

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C. O. Penner

Counsel,

1885

Filed 17 day of July

Pleas Not guilty (20)

THE PEOPLE

vs.

I

Robert Graham

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

RANDOLPH B. MARTINE,

District Attorney.

July 20/03
Declared by Court
A True Bill

Allen O. Aygon

Foreman.

0240

0241

New York General Sessions.

PEOPLE ON MY COMPLAINT,
VERSUS

Robert Graham

As complainant in the above case, I beg to recommend the defendant to such leniency and clemency as the Court and District Attorney may see fit to show; but I expressly assert that my reasons for so doing are not controlled by any advantage to myself.

The defendant and myself were brought up together and I know him well - I don't believe he meant to steal my money, but took it from my safekeeping - I had been drinking ~~me~~ ~~at~~ ~~the~~ defendant and was under the influence of liquor - It is a custom of my friends, when I have been drinking to take my money for safekeeping - If I had been perfectly sober, and had taken time to reflect, I certainly would not have made a complaint against my friend the defendant, and I ask that he be discharged -

Witness
J. M. Mann Denis Tolan

0242

Police Court—2^d District.

Affidavit—Larceny.

City and County } ss.:
of New York,

Thomas Trolan
of No. 450 West 19th Street, aged 26 years,
occupation Carterman being duly sworn

deposes and says, that on the 15th day of July 1885 at the City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession and of deponent, in the night time, the following property viz:

Good and lawful money of the United States to the amount and value of eighty dollars

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 Robert Graham, mur

here, for the reasons following, to wit:
That about the hour of 3 o'clock on the morning of said day deponent sat upon the stoop of premises 452 West 19th Street next door to deponent's said residence. That said money was then contained in the watch pocket of the pantaloon then upon deponent's person. That deponent was partially asleep and was awakened by the defendant whose hands were feeling about the pocket aforesaid. That the said deponent "picks up Thomas" and deponent replied "I'm all right" where-

of
Subscribed before me this
1885

Police Justice.

0243

upon said defendant went away. That
defendant instantly discovered the loss
of said money. That after the arrest of said
defendant, and while defendant and said
defendant and George Graham a
cousin of said defendant and officer
Mitchell were in a 7th Avenue Car
going to Court the said defendant
gave fifty-two dollars to his said
cousin, George Graham, saying to him
"give that to Dennis Nolan" - as the
said George Graham now here informs
defendant. That defendant identifies a
portion of said money as given by the
said defendant to his cousin, as a
portion of the stolen money aforesaid.
Saw and before me this { Dennis Nolan
15 day of June 1885

Dated 1885 _____
Police Justice

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

Dated 1885 _____
I have admitted the above named
to bail to answer by the undertaking hereunto annexed.

Dated 1885 _____
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.

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

Police Court, District,

THE PEOPLE, &c.,
on the complaint of

Offense—LARCENY.

1
2
3
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Dated

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Magistrate.

Officer.

Clerk.

Witnesses,

No.

Street.

No.

Street.

No.

Street.

to answer

Sessions.

0244

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 18 years, occupation George Graham
Club of No.

453 West 19th Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Amnis Nolan

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

Sworn to before me, this 15th } Geo. Graham
day of July 188 }
Henry Back

Police Justice.

0245

Sec. 198-200.

2

District Police Court.

CITY AND COUNTY {
OF NEW YORK, } ss

Robert Graham 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

Robert Graham

Question How old are you?

Answer

22 years of age

Question Where were you born?

Answer

New York

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

Answer

453 West 19 St. all my life

Question What is your business or profession?

Answer

Seaman

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 have been on a spree and took the money to scare the Complainant intending to give it back. I did not intend to steal it.

B Graham

Taken before me this

15

day of *April* 188*8*

Police Justice.

0246

Police Court—2 District. 720

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Conny Troland
450 W. 19 St.

Robert Graham

2
3
4

Officer Mary Jones
160 1st Ave.

Dated July 15 1885

John Magistrate.

Mitchell Officer.

Witnesses Cornelius Mitchell

16 Cent. Police

George Graham

No. 453 West 19 Street.

No. 1100 Street.

\$ 1100 to answer G.S.

Comd

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 200 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 July 15 1885 J. J. Van Wyck Police Justice.

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

Dated July 15 1885 J. J. Van Wyck 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 July 15 1885 J. J. Van Wyck Police Justice.

BAILED,

No. 1, by

Residence Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street.

No. 4, by

Residence Street.

0247

Court of General Sessions of the Peace
OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Robert Cushman

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

of the crime of GRAND LARCENY IN THE

DEGREE, committed as follows:

The said

Robert Cushman
late of the First Ward of the City of New York, in the County of New York, aforesaid, on the
thirteenth day of *July*, in the year of our Lord one thousand
eight hundred and eighty-*five* at the Ward, City and County aforesaid, with force and arms,
in the *night* time of the same day, *four*
promissory notes for the payment of money, being then and there due and unsatisfied (and of the
kind known as United States Treasury Notes), of the denomination of twenty dollars, and of the value
of twenty dollars *each*; *eight* promissory notes for the payment of money, being
then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the
denomination of ten dollars, and of the value of ten dollars *each*; *sixteen* promissory
notes for the payment of money, being then and there due and unsatisfied (and of the kind known as
United States Treasury Notes), of the denomination of five dollars, and of the value of five dollars
each; *fourty* promissory notes for the payment of money, being then and
there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomina-
tion of two dollars, and of the value of two dollars *each*; *eighty* promissory notes for
the payment of money, being then and there due and unsatisfied (and of the kind known as United
States Treasury Notes), of the denomination of one dollar, and of the value of one dollar *each*;
four promissory notes for the payment of money (and of the kind known as bank notes),
being then and there due and unsatisfied, of the value of twenty dollars *each*; *eight*
promissory notes for the payment of money (and of the kind known as bank notes), being then and
there due and unsatisfied, of the value of ten dollars *each*; *sixteen* promissory notes for
the payment of money (and of the kind known as bank notes), being then and there due and unsatis-
fied, of the value of five dollars *each*; and divers coins, of a number, kind and
denomination to the Grand Jury aforesaid unknown, of the value of *ten dollars*;

of the proper moneys, goods, chattels, and personal property of one *Dennis Endean*,
on the person of the said *Dennis Endean*, then and there being
found, from the person of the said *Dennis Endean*, then and there
feloniously did steal, take and carry away, against the form of the Statute in such case made and
provided, and against the peace of the People of the State of New York, and their dignity.

RANDOLPH B. MARTINE,
District Attorney.

0248

BOX:

182

FOLDER:

1836

DESCRIPTION:

Green, Charles

DATE:

07/21/85



1836

0249

BOX:

182

FOLDER:

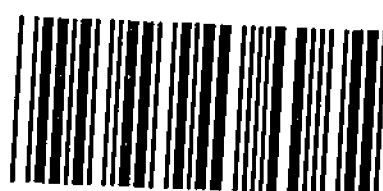
1836

DESCRIPTION:

Ashland, Arthur

DATE:

07/21/85



1836

0250

Witnesses:

170-
AI

Counsel,

Filed 31 day of July 1885

Pleads, *Guilty* (in)

THE PEOPLE

vs.

Charles D. Green
and *Arthur Ashland*

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

Alley O. Argon

Aug 5/85

Foreman

Wm. Dwyer 3 day
S. D. Dwyer 3 day
S. D. Dwyer 3 day

0251

Police Court—3 District.City and County }
of New York, } ss.:of No. 24 Forsythoccupation WaiterHenry BachStreet, aged 22 years,

being duly sworn

deposes and says, that the premises No 24 Forsyth Street (Rear House
in the City and County aforesaid, the said being a Dwelling houseand which was occupied by deponent as a Sleeping apartment
and in which there was at the time a human being, by name viz deponentwere BURGLARIOUSLY entered by means of forcibly turning the
knob and opening the bed room door
of the first floor leading from the hallway
into said premiseson the 17 day of July 1885 in the day time, and the
following property feloniously taken, stolen, and carried away, viz:Three coats of the value of three twenty
dollars. Two pairs of cloth pantaloons
of the value of six dollars in one of
the pockets of said pantaloons contained
two bills of the denomination and value
of two dollars all of the value of
Twenty eight dollarsthe property of deponent Joseph Geiger
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 byCharles H. Green (now free) and another person
whose name is unknownfor the reasons following, to wit: That deponent saw said defendant
and said unknown person
come in said room and take said property
that was hanging up behind the door and
walk out with the same in their possession
in company with said unknown person that
deponent pursued them and caught said Green
with part of said property in his possession
Henry BachSworn to before me this
17th day of July 1885
David McNeill Police Justice

0252

Sec. 198-200.

3

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss

Charles H Green being duly examined before the under-
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 see fit to answer the charge and explain the facts alleged against *him*
that he is at liberty to waive making a statement, and that *his* waiver cannot be used
against *him* on the trial.

Question. What is your name?

Answer. *Charles H Green*

Question. How old are you?

Answer. *43 years*

Question. Where were you born?

Answer. *Scotland*

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

Answer. *43 Oliver St 2 mo's*

Question. What is your business or profession?

Answer. *Painter*

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* *Chas H Green*

Taken before me this

day of

July

17

188

St

1

1

Justice

Justice

0253

Sec. 198-200.

3

District Police Court.

CITY AND COUNTY {
OF NEW YORK, } ss

Arthur Ashland 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.

Arthur Ashland

Question. How old are you?

Answer.

39 years

Question. Where were you born?

Answer.

N. S.

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

Answer.

19 City Hall Place 1 mo.

Question. What is your business or profession?

Answer.

Painter

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

Arthur ~~his~~ Ashland
mark

Taken before me this

day of

July

188

5

James C. Smith Police Justice.

0254

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 *defendants*

guilty thereof, I order that *he* be held to answer the same and *he* be admitted to bail in the sum of *20* 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 *July 17th 1885*

Samuel C. Bell Police Justice.

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

Dated _____ 188

Police Justice.

There being no sufficient cause to believe the within named _____

_____ guilty of the offence within mentioned, I order *h* to be discharged.

Dated _____ 188

Police Justice.

0255

Police Court

3

District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Henry Bach
24 Forsyth
1 *Charles H. Green*
2 *William Ashland*
3
4

Offence Burglary

BAILED,

No. 1, by
Residence Street.

No. 2, by
Residence Street.

No. 3, by
Residence Street.

No. 4, by
Residence Street.

Dated *July 17* 188 *5*
D O'Reilly Magistrate.
Burke Officer.
10 Precinct.

Witnesses *Aldridge Skyles*
No. *24 Forsyth* Street.

No. Street,

No. Street.

\$ *2000* to answer *General* Sessions.

C

0256

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK,

ss:

POLICE COURT,

3^d DISTRICT.

Henry Bach

of No.

24 Forsyth

Street, being duly sworn, deposes and says,

that on the

day of

188

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

he identifies Arthur

Astland (now here) as the person who was in company with Charles H Green and ^{who is} described as the unknown person in the affidavit and Complaint who entered who forcibly opened the door and took stole and carried away the property described in the said Complaint

Henry Bach

Sworn to before me, this

of

July 188

day

James J. Kelly, Justice.

0257

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Charles W. Fyfe
and *Arthur O'Sullivan*

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

Charles W. Fyfe and Arthur O'Sullivan
of the CRIME OF BURGLARY IN THE ~~second~~ DEGREE, committed as follows:

The said *Charles W. Fyfe and Arthur O'Sullivan*, each —

late of the *South* — Ward of the City of New York, in the County of New York
aforesaid, on the *seventeenth* day of *July* —, in the year
of our Lord one thousand eight hundred and eighty-*five*, with force and arms, about the
hour of *twelve* o'clock in the *day* time of the same day, at the Ward,
City and County aforesaid, the dwelling house of one

Henry O'Sullivan, —

there situate, feloniously and burglariously did break into and enter, there being then and there some
human being, to wit: *the said Henry O'Sullivan*, —

within the said dwelling house, with intent to commit some crime therein, to wit: the goods, chattels
and personal property of the said *Henry O'Sullivan*,

in the said dwelling house 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,

0258

SECOND COUNT—

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

Charles W. Fyfe and Arthur Ashland

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

The said *Charles W. Fyfe and*

Arthur Ashland, each —

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 the said day, with force and arms,

*three coats of the value of seven
dollars each, two pairs of trousers
of the value of three dollars each and
two United States Treasury notes
of the denomination and value of
one dollar each, of the goods, chattels
and personal property of one Henry
Boach, — and three other coats of
the value of seven dollars each, two
other pairs of trousers of the value
of three dollars each pair, and two
other United States Treasury notes
of the denomination and value of one
dollar each,*

of the goods, chattels and personal property of one *Joseph Figner, —*

in the dwelling house of the said *Henry Boach,*

there situate, then and there being found, from the dwelling house 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.

*Randolph B. Martine,
District Attorney*

0259

BOX:

182

FOLDER:

1836

DESCRIPTION:

Green, George

DATE:

07/06/85



1836

0260

12

Witnesses:

Counsel,

Filed

day of

Pleads,

1885

THE PEOPLE

vs.

R

George Green

1st Defendant

ASSAULT IN THE THIRD DEGREE.

(Section 219, Penal Code.)

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

Alfred S. Apperson

July 1st

Foreman

Henry G. Kelly

Pen 2 months

0261

Sec. 199-200.

CITY AND COUNTY
OF NEW YORK

District Police Court.

George Green being duly examined before the under-
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 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. *George Green*.

Question. How old are you?

Answer. *23 years* -

Question. Where were you born?

Answer. *New York*.

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

Answer. *283 Bowery - 1 Year* -

Question. What is your business or profession?

Answer. *Driver*.

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 struck the Complainant
in self defence and demand
a trial by jury* -

Taken before me this

day of *February* 188*7*

Police Justice.

Geo Green

0262

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

George Green
guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of *three* 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 *June 1* 188 *W. H. Duff* Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0263

Police Court--

2 668 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John Raltz
121 E 3 St
Long Green.

Officer
Carson
3 E 3rd St

BAILED,

No. 1, by _____
Residence _____ Street.

No. 2, by _____
Residence _____ Street.

No. 3, by _____
Residence _____ Street.

No. 4, by _____
Residence _____ Street.

2 _____
3 _____
4 _____

Dated *June 24* 189 _____
Magistrate.
Fraser Officer.

25 Precinct.
Witnesses *Abraham Mintes*

No. *45 Grove* Street.

No. _____ Street.

No. _____ Street.

\$ *200* to answer _____ Sessions.

Cur

0264

Police Court—2 District.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss

of No 121 East 3^d Street,

on Monday the 24 day of June
in the year 1887, at the City of New York, in the County of New York,

he was violently ASSAULTED and BEATEN by

George Henry (widow)
who struck deponent on the
face with his clenched hand.
bruising deponent's face and eye

without any justification on the part of the said assailant.

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

Sworn to before me, this

day of

188

John W. Kelly
POLICE JUSTICE.

0265

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 Green

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

George Green

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

The said *George Green*,

late of the First Ward of the City of New York, in the County of New York
aforesaid, on the *29th* day of *June*, in the year of our Lord
one thousand eight hundred and eighty-*seven*, at the Ward, City and County
aforesaid, in and upon the body of one *John Wadsworth* —
in the peace of the said people then and there being, with force and arms, unlawfully
did make an assault and *in* the said *John Wadsworth*, —
did then and there unlawfully beat, wound and illtreat, to the great damage of the
said *John Wadsworth*; against the form of the statute
in such case made and provided, and against the peace of the People of the State of
New York, and their dignity.

RANDOLPH B. MARTINE,

District Attorney.

0266

BOX:

182

FOLDER:

1836

DESCRIPTION:

Gurrow, William

DATE:

07/08/85



1836

0267

Witnesses:

27
Counsel,
Filed 8 day of July 1885
Pleads, Chiquita (19)

THE PEOPLE
vs.
William J. Garrow
Grand Larceny, 1st Degree.
(From the Person.)
[Sections 228, 230, 34, Penal Code.]
[Attorney]

RANDOLPH B. MARTINE,
District Attorney.

A True Bill.

Alley D. apgar
July 6/85. Foreman.
Pleads Guilty
Emerson

0268

Police Court—14 District.

Affidavit—Larceny.

City and County } ss.:
of New York,of No. 49 West 44th Street, aged 43 years,
occupation Physician being duly sworndeposes and says, that on the 30 day of June 1885 at the City of New
York, in the County of New York, ~~attempted to~~ ^{attempted to} feloniously taken, stolen and carried away from the possession and
person of deponent, in the night time, the following property viz:one gold chain and gold watch attached
of the value of one hundred & sixty dollarsthe 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 William J. Garraw (nowhere)
from the fact that deponent was walking
on 6th Avenue, between 44th & 48th Street, when
deponent had said chain & watch
in the pocket of the vest then worn
upon deponent's person,

That said defendant came
up to deponent from behind, seized
hold of the chain and attempted
to pull the watch from deponent's pocket
that deponent took hold of said
defendant and held him, and caused
his arrest.

James L. PerrySworn to before me, this
day of July 1885William J. Garraw Police Justice.

0269

Sec. 198-200.

4 District Police Court.

CITY AND COUNTY {
OF NEW YORK, } ss

William J. Garraw being duly examined before the under-
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 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 J. Garraw

Question. How old are you?

Answer

19 years

Question. Where were you born?

Answer.

New York

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

Answer.

520 West 44 Street, 2 weeks

Question What is your business or profession?

Answer

Master

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

W. J. Garraw.

Taken before me this

day of July

1885

John J. Garraw

Police Justice.

0270

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

William Garraw
guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of *Seven* 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 *July 1* 188*7* *John J. Brown* Police Justice.

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

Dated 188 Police Justice.

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

Dated 188 Police Justice.

0271

27
Police Court

1680
District.

THE PEOPLE, &c,

ON THE COMPLAINT OF

James L Perry
79 W vs. 47th St.

William J Garraw

2

3

4

Office Latency

BAILED,

No. 1, by

Residence

Street.

No. 2, by

Residence

Street.

No. 3, by

Residence

Street

No. 4, by

Residence

Street.

Dated

July 1

188

Magistrate.

Hermody

Officer.

22

Precinct.

Witnesses

David A. Officer

No.

Street.

No.

Street.

No.

Street.

\$

to answer

400 G.S.

Carroll

0272

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 J. Figueroa

The Grand Jury of the City and County of New York, by this indictment, accuse
William J. Figueroa of the crime of
attempting to commit
of the CRIME OF GRAND LARCENY in the *first* degree, committed as follows:

The said *William J. Figueroa,*

late of the First Ward of the City of New York, in the County of New York aforesaid, on the
thirtieth day of *June*, in the year of our Lord one thousand
eight hundred and eighty-*five*, in the *night* time of the said day, at the Ward, City and
County aforesaid, with force and arms,

one watch of the value of one hundred
and thirty five dollars, and one
chain of the value of twenty five
dollars,

of the goods, chattels and personal property of one *James S. Perry,*
on the person of the said *James S. Perry,*
then and there being found, from the person of the said *James S. Perry,*
then and there feloniously did steal, take and carry away, against the form of the statute in such case made
and provided, and against the peace of the People of the State of New York and their dignity.

Randolph B. Martine
District Attorney.