

0876

**BOX:**

279

**FOLDER:**

2676

**DESCRIPTION:**

Loew, William N.

**DATE:**

10/28/87



2676

0877

on reading the within report of General  
Stapler - my colleague, who made a  
thorough examination of this case -

I ask that this indictment be  
dismissed -

Dated April 14<sup>th</sup> 93 G. S. B.  
A. D. A

Approved.

Deaneey M. C. C.  
District Attorney

Oral given  
at 4:30 PM  
Clara Schuchoff  
A. D. Schuchoff

A. D. Schuchoff

The my recommendation  
for the discharge of  
the defendant will be  
made by the district  
attorney on April 14<sup>th</sup> 93  
at 4:30 PM

Oral given

at 4:30 PM  
Clara Schuchoff  
A. D. Schuchoff

The my recommendation  
for the discharge of  
the defendant will be  
made by the district  
attorney on April 14<sup>th</sup> 93  
at 4:30 PM

A. D. Schuchoff

0878

No. 197

NEW YORK, June 16<sup>th</sup> 1887

**Lawrence, Frazier & Co. Bankers**  
COR. NASSAU & FULTON STS.

Pay to the order of C. Thulke

Two hundred Dollars

\$200.00

Wm. H. Corwin

93 NASSAU ST.

BRETT LITHO. CO. 118 FULTON ST. N.Y.



0879

E. B. OCT 5. 02  
161490

C. Chaff

SUPERIOR COURT  
EX. 18. 2  
SECTION 10. 11



0000

STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK, } ss: *John*POLICE COURT, 3 DISTRICT.of No. 433 E 79<sup>th</sup> Street, being duly sworn, deposes and says,that on the 14<sup>th</sup> day of June 1887at the City of New York, in the County of New York, one William

St. Loan of the city of New York, supra int to injure and defraud feloniously did procure and cause and procure to be made forged and counterfeited and willingly act and assist in the making of defendant's endorsement on a certain check bearing date June 14<sup>th</sup> 1887 made by one E. D. Calligan for \$17.50 and payable to the order of defendant at the National Shoe & Leather Bank of the city of New York which said check was forged and counterfeited endorsement of defendant is as follows:

"Said check was made payable to the order of E. Skulhof. The endorsement of E. Skulhof is not in defendant's handwriting and the signature thereon endorsed across the back thereof is an absolute forgery in that "E. Skulhof" was written thereon without defendant's knowledge or consent and without defendant having the slightest knowledge. That the said William St. Loan has obtained

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and received the said \$1750 or  
on the said check and has  
appropriated the proceeds thereof  
to his own use. That in no respect  
did defendant know of the said  
endorsement until long after <sup>the</sup> com-  
mitting of said forgery.  
Annexed hereto is the affidavit  
of defendant showing more particu-  
larly the commission of said offence.  
Sworn to before me  
this September 24<sup>th</sup> 1887 Clara Philbrick

W. H. Duffy

Sworn to before me  
this September 27<sup>th</sup> 1887  
W. H. Duffy  
deputy justice

97	POLICE COURT - 3	DISTRICT.
THE PEOPLE, &c.,		
ON THE COMPLAINT OF		
Clara Philbrick	vs.	William D. Loomis
Dated September 27 1887		
Magistrate.		
Officer.		
Witness, Clara Philbrick		
Disposition		

0882

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

Klara Shulhof, of the City, County & State of New York being duly sworn deposes and says:-

(1) I am the wife of Richard L. Shulhof, who acts for me and in my behalf under power-of attorney, made and executed by me on Dec. 22nd. 1886 before Wm. N. Loew, a Notary Public for the City, County and State of New York.

(2) That I have learned that a certain Richard D. Alliger, Local Agent of the British America Assurance Company of Toronto, Canada, has issued and passed over into the hands of Wm. N. Loew, a certain draft to the amount of Seventeen hundred & fifty dollars, for and in my favor.

(3) That I have never seen, handled nor endorsed said draft of Seventeen hundred & fifty dollars, alleged to be by my order and in my favor and that I have not by consent either verbally or in writing or by any power of attorney or other legal document, authorized any person to receive said draft for me nor endorse the same for me, excepting my husband, Richard L. Shulhof as aforesaid, nor have the proceeds nor any part thereof, been handed over to me.

(4) I further charge the said Wm. N. Loew with corrupt practices together with one Alexander Schwab who is a brother-in-law of said Wm. N. Loew and a Notary Public, in that the said Wm. N. Loew conspired with the said Alexander Schwab to defraud me of the proceeds of my just claim of \$2500. against the British America Assce. Company.

(5) I further declare that a certain cheque No. 802 dated N. Y. June 14th. 1887 drawn by R. D. Alliger on the National Shoe & Leather Bank to the order of C. Shulhof for (\$1750.) Seventeen hundred & fifty dollars has never been in my possession nor have I ever seen said cheque nor have I endorsed said cheque, nor have I authorized the said Wm. N. Loew to endorse my name on said cheque, nor have I received any of the proceeds thereof.

(6) I further declare that from information and belief from the list of passengers in the office of the North German Lloyd Steamship Company, that the said Wm. N. Loew together with the said Alexander Schwab took cabin passage to Europe by the Steamship Fulda on Saturday the 18th. inst. at 3 P. M. together with members of said Wm. N. Loew's family and I verily believe that the intentions of the said Wm. N. Loew and Alexander Schwab are never to return to this country, and I hereby charge the said Wm. N. Loew with forgery, and together with the said Alexander Schwab with conspiracy to defraud me of my just dues.

In witness whereof I have hereunto set my hand and seal at New York City this 23rd. day of June 1887. *Klara Shulhof*

Subscribed and sworn to before  
me at New York City this 23rd. day of June 1887.

*[Signature]*  
NOTARY PUBLIC No. 53,  
NEW YORK COUNTY.



0003

Sec. 151.

Police Court 3 District.

CITY AND COUNTY }  
OF NEW YORK, } ss.

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

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police Justices for the City of New York, by Clara Shuloff

of No. 433 East 79th Street, that on the 14 day of September 1889 at the City of New York, in the County of New York, William St. Louis

of the City of New York did wilfully and feloniously take, forge and counterfeit the certain signature or name of Clara Shuloff on the certain check of \$17.35 payable to said Clara Shuloff in said Louis possession and did appropriate the proceeds thereof

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

These are Therefore, in the name of the PEOPLE of the State of New York, to command you the said Sheriff, Marshals and Policemen, and each and every of you, to apprehend the said Defendant and bring him forthwith before me, at the 39 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 24 day of September 1889

Wm. Duffy POLICE JUSTICE.

0884

Police Court 3 District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Clara Shuloff  
vs.  
William M. Lee

Warrant-General.

Dated Sept 188

Duffy Magistrate

Rome Officer.

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

\_\_\_\_\_  
Officer.

Dated \_\_\_\_\_ 188

This Warrant may be executed on Sunday or at  
night.

W. B. Buff  
Police Justice.

having been brought before me under this Warrant, is committed for examination to the  
WARDEN and KEEPER of the City Prison of the City of New York.

Dated \_\_\_\_\_ 188

96. Bway  
Craig's Inc. com

Police Justice

Sept 20-  
40  
Hungary  
m  
Lawyer  
545 Park St

The within named

0885

Sec. 198-200.

3 District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss.

*William R. Law* 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~~ *him*; that the statement is designed to enable ~~him~~ *him* if he see fit to answer the charge and explain the facts alleged against ~~him~~ *him*; that he is at liberty to waive making a statement, and that ~~his~~ *his* waiver cannot be used against ~~him~~ *him* on the trial.

Question. What is your name.

Answer. *William R. Law*

Question. How old are you?

Answer. *40 years*

Question. Where were you born?

Answer. *Hungary*

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

Answer. *1545 1/2 Avenue at 3 months*

Question. What is your business or profession?

Answer. *Attorney at Law*

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*

*Wm R. Law*

Taken before me this

5

day of

October

188

7

Police Justice



0005

1009-2000-0000

October 27/1887

BAILED

No. 1 by

Residence

Charles J. Shubert

No. 2 by

Residence

Charles J. Shubert

No. 3 by

Residence

Charles J. Shubert

No. 4 by

Residence

Charles J. Shubert

No. 5 by

Residence

Charles J. Shubert

No. 6 by

Residence

Charles J. Shubert

No. 7 by

Residence

Charles J. Shubert

Police Court

District

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Charles J. Shubert

John J. Shubert

Offence

Fugitive

Bailed

September 25 1887

Magistrate

James C. Shubert

Witnesses

Richard J. Shubert

Richard J. Shubert

Richard J. Shubert

Richard J. Shubert

Richard J. Shubert

Richard J. Shubert

Richard J. Shubert

Richard J. Shubert

Richard J. Shubert



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

William M. Loew

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 October 5 1887

John J. Shubert Police Justice.

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

Dated 1887 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 1887 Police Justice.



7880

Police Justice.

188

Dated

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

There being no sufficient cause to believe the within named

Police Justice.

188

Dated

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

Police Justice.

188

Dated

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

and be committed to the Warden and Keeper of

Hundred Dollars, and be held to answer the same and he be admitted to bail in the sum of

Twenty

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

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

Twenty

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COURT OF GENERAL SESSIONS.

-----  
The People Etc.

v.

L o e w .  
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The expiration of the statutory time within which to appeal does not deprive the appellate Court of jurisdiction, but gives the respondent the right to insist (1) that the appeal should not be made (Jacob v. Morange, Daly, 523); and if he see fit to waive the statutory limit, he may do so.

This may be accomplished by a stipulation, or by an admission of due service of the notice of appeal, although the notice was not, in fact, served within the statutory time (Hoffenberth v. Muller, 12 Abb. N.S. 221; Struver v. Ocean Ins. Co., 8 Abb. 23)

If the respondent notices the appeal for argument and appears generally in the appellate Court (Pearson v. Lovejoy, 53 Barb. 407, 35 How. 193; Pickerskill v. Read, 7 Hun, 636; Hill v. Burk, 62 N.Y., 110); or is guilty of laches, in moving to dismiss (Matter of Schroeder, 53 How. 359; Stevenson v. McNitt, 27 How., 335) he waives his right to dismiss the appeal.



It is elementary that an attorney binds his client by consents given in the course of litigation within his general authority; and the power of a State official to bind the State within his general authority is equally well settled.

The State may waive provisions of statutes intended solely for its benefit (Allen v. Commissioner of Land Office) 33 N.Y. 312; and see Baird v. Mayor &c., 74 N.Y., 332)

A party may waive even a Constitutional provision for his benefit (Sherman v. McKenn, 33 N.Y. 274; Embury et al. v. Connor, 3 N.Y. 511)

A statutory or constitutional provision for the benefit of a party may be waived by him, and having once waived it, he is estopped from thereafter claiming <sup>the</sup> benefit (Matter of the Mayor &c. to acquire title to lands 93 N.Y. 507)

The actions of an officer to whom a public duty is assigned within the sphere of their duty, are prima facie within his power. (Strother v. Lucas, 12 Met. 410)

0890

3

Judgment may set aside and re-entered for the purpose of giving party a new opportunity to appeal (Church v. Rhodes, 5 How. Pr., 231)

There is no case holding that the time to appeal can not be extended after the statutory limitation, by consent.

The language of the statutes requiring appeals to be taken within a certain time in civil suits and to which the above decisions refer and the language regarding the same in criminal cases are alike, the language in both being "must appeal."



0091

the

the people

to

men & women

—

men

Douglas & Leary

all for men & women

Lady, Leonard

—



Court of General Sessions

The People &c.

Vs.

William N. Loew.

City and County of New York SS .

Herman Schoenberg being duly sworn says that at the times hereinafter mentioned he was connected with the Thalia Theatre; that at said times Gustav Amberg was director of said theatre and had and still has a large interest therein; that during the summer 1887 said Gustav Amberg was in Europe and deponent represented him in this Country; that in or about July 1887 said Amberg cabled deponent to settle the claim of Clara Shulof against the above named William N. Loew for the insurance monies for which the check described in the indictment herein was given in settlement; that a few days thereafter an interview was had between R.L. Shulhof the husband of, and representing the said Clara Shulhof, Alexander S. Rosenthal, John L. Lindsay, lawyers and this deponent at the office of said Alexander S. Rosenthal, corner of Bowery and Broome Street in this City; That at said interview deponent endeavored to settle the claim of said Clara Shulhof and finally offered said R.L. Shulhof twenty five hundred dollars, the full amount of the insurance monies claimed by her but said R.L. Shulhof refused saying he wanted \$2500.00 the amount of the insurance \$500.00 for his lawyer and \$300 for himself, amounting altogether to \$3300.00

0093

CONF. OF (CONFIDENTIAL) SESSIONS

which demand ended the interview .

Deponent further says that at the time said interview was had, said Loew was with said Amberg in Europe on business for said Amberg and subsequently, voluntarily and openly returned to this Country.

That Mr. Lindsay stated to Mr. Shulhof that said offer was not made to compromise any criminal charge and that such a thing could not be done.

Sworn to before me this

6th day of July 1888.

Alexander Schwarle

Commissioner of Deeds

New York City and Co.

Herrmann Shoenberg

0094

Court of General Sessions.

The People &c.

Vs.

William N. Loew

City and County of New York SS.

Alexander S. Rosenthal, counselor at law being  
duly sworn, says that he has read the affidavit of  
Herrman Shoenberg hereto annexed; that the statements  
therein contained as to what was said at the interview  
at deponent's office is true and deponent verily believe  
the other statements in said affidavit to be true.

Sworn to before me this

6th day of July 1888.

N.S. Levy (160)

Notary Public

N.Y. Co.

Alex Rosenthal

0095

COURT OF GENERAL SESSIONS

Court of General Sessions

The People &c.

Vs.

Wm. N. Loew

City and County of New York SS.

John L. Lindsay Counselor at law being duly sworn says that he has read the annexed affidavit of Hermann Shoenberg; that the statements therein contained as to what was said at the interview at Mr. Rosenthals office are true and deponent verily believes the other statements in said affidavit are true.

Sworn to before me this

John L. Lindsay

6th day of July 1888.

Alex S. Rosenthal

Notary Public,

New York Co.



0096

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

.....being duly  
sworn, says that he resides at No. ....  
Street, in the City of  
New York, that he is .....years of age; that on the .....day of .....  
18....., at Number .....in the City of  
New York, he served the within .....on .....  
the .....by leaving a copy thereof with .....

Sworn to before me this

day of

18 }

N. D. General Sessions

The People

Plaintiff,

against

William H. Love

Defendant.

18

Admiralty

HOWE & HUMMEL,

Attorneys for Defendant.

87 & 89 CENTRE ST., New York City.

Due and timely service of cop of the within  
this day of hereby admitted  
18

Attorney.

To

Court of General Sessions

Part III

The People v<sup>c</sup>

vs.

William H. Moore

Defendants

Points.

Defendant was tried on an alleged charge of Forgery in this, that he endorsed, without authority, the name of Clara Schulhoff on a check drawn in her favor by R. L. Alliger, on the National Shoe and Leather Bank for \$1750. A verdict of Guilty having been returned - Defendant Moves for a New Trial.

The alleged errors for which this motion is brought, will more fully appear, by a brief outline of the facts developed on the trial. With this object, before proceeding to the points of law, the Defendant submits the following

### Statement.

Richard L. Schulhoff, a furrier, in Dec., '86, assigned all his property in trust to Low for the benefit of Creditors, who were divided into two classes - the Preferred and the General Creditors.

More than this we know little of the transactions as all evidence, tending to show the date and nature of the assignment,

(14); the subsequent fraudulent transactions, whereby Clara Schloff was enabled to lay claim to the assigned property (14); the insurance she effected in her name on the trust property, to defraud creditors, and nullify the trust (40); the destruction of the property immediately after, by fire (40); and Schloff's instructions to Low, to endorse the check in his wife's name (14), — were excluded.

These instructions went directly to the question of intent, and on that ground, tendered to rebut all criminal motive on the part of the defendant; and so the learned judge seems to have admitted (6).

After the transfer of the assigned property to Clara Schloff, the insurance and fire, Low's suspicions were aroused; he believed and could not help doing so, that the transfer was to defraud the General Creditors (29. 26. 19). He believed the assignment and transfer would be attacked (29. 28). He knew that the identical property insured was the identical property assigned for the benefit of Schloff's creditors, and that this was the identical property that was consumed by the fire (35. 36), for which she claimed the check of \$1,750. He knew there was no consideration given by her for the property insured (36);

that the assignment was void ab initio, that she had no interest in the property insured (29) which belonged to the creditors, each of whom was a cestui que trust of his.

Believing all this, defendant knew that he would be held as a trustee ex maleficio if the money on the policy was paid over to Mrs. Schuloff, and that he would be also criminally liable; that Schuloff and his wife would be held equally <sup>liable</sup> with him. He had a right to presume from slight circumstances that the relator and her husband in view of such consequences would abandon all claim to the check, and that he had a right to endorse it under the directions of Schuloff.

Low also knew Schuloff was authorized by his wife to act for her in all transactions (31); that the property insured had always been under Schuloff's control (34); that the use of her name was a mere cover; under these circumstances whether Schuloff authorized Low to endorse the check in the name of Clara Schuloff, everything said and every act done under Schuloff's instructions become material to the issue, as to the question of intent. Yet every question to obtain what Schuloff had said to Low in regard to directing him to make the endorsement was ruled out (15. 18. 19. 28), although Low claims



+ The Court in charging the jury laid stress on the testimony of Schuloff that he never authorized the defendant to endorse this check in the <sup>properly</sup> ~~proper~~ name. (p. 46).

certainly go a long way to justify him in believing that he had authority if the husband of Mrs. Schuloff, who, ~~was~~ therefore solely acted in the matter had directed him to do so. ~~Again~~ ~~It is~~ ~~admitted~~ that Schuloff was only agent for his wife to collect the insurance, it was within the scope of his authority as such special agent to do any act necessary in and about collecting the money, even to authorizing Low to endorse the check.

As to the exclusion of the testimony of Amberg, — he was asked

"Did he" (meaning Low) "deposit with you on or about June 6th, 1887, any money? if so, what?"

Question ruled out: (exception).

Mr. Leven: "I offer to show that the money deposited with Mr. Amberg was deposited by Mr. Low in trust, and that it is the identical money, the proceeds of that check, which it is alleged was forged by Mr. Low."

If Mr. Low, as he contends, deposited this money with Amberg for the purpose of using it on his return from Europe to settle with the general creditors of Schuloff under an arrangement with Schuloff that he was to do so, — surely this testimony would be material on

the question of intent.

Another question put to Mr. Amberg, was the following -

Q. Now, Mr. Amberg, did Mr. Loeu visit Europe for you on business?

Question ruled out, exception.

Mr. Levien: "It has been intimated that Mr. Loeu went to Europe and used this money to make that trip. I want to show that he went on business for this gentleman."

Is Mr. Loeu went to Europe on business for Mr. Amberg about the time he received the check, it was a circumstance explaining why the proceeds of the check were not then used to settle with the creditors, and in refuting the intimations that he had run off to Europe with the money, and should have been admitted.

It was error to exclude the Judgment Roll in this case of Outzel, Receiver, agst. Schuloff & others; Mr. Levien in offering it said: "I offer in evidence a Judgment in the case of Schuloff and others, showing 'x x x x x' and for this purpose of showing that Clara Schuloff has absolutely no interest in the property." (p. 32. see also questions ruled out on page 72). The Judgment Roll would have shown that the general assignment by Schuloff and bill of sale of insured property to Clara Schuloff were fraudulent and



void, and that the same action must be  
void ab initio for failure to comply with stat-  
utory requirements, which being so I was bound to  
trustee of the assets of the estate according to  
check, for the creditors and it was his duty  
to preserve and save the same for the creditors,  
and he and the executor he was were liable  
therefor.

See even without judgment, Vol. 1, Chap. 1,  
so that aside from any authority from Schuchoff  
or his wife, it was I was duty to realize on the  
check and hold the same for creditors and to  
enclose Mrs. Schuchoff's name thereon for that  
purpose. Mrs. Schuchoff had no interest in the  
check.

The court used in ruling out the evidence  
of Locust p. 30.

Evidence as to the purpose for which the  
proceeds of the check were to be used, and explain-  
ing why it was not paid over to Mrs. Schuchoff  
was clearly admissible on the question of intent.

The last question on p. 30 was also clearly  
admissible.

Q. "Did you ever learn from Mrs. Schuchoff that  
her husband was authorized to act on her  
behalf?"

It was error to exclude the testimony of Loew (p. 31) as to conversations with Mr. and Mrs. Schuloff in regard to probability of recovery if the general creditors were not settled with; it would have shown the motive of the parties and went to the question of intent.

The questions to Schuloff on cross-examination at p. 40 were erroneously excluded; they tended to show that Schuloff had the entire management of insuring and selling, and that, in fact, the insurance money did not belong to Mrs. Schuloff at all, but she was used merely as a cover to enable Schuloff to remain in possession of the insured property without interference of his creditors which was the fact as found by Judge Gorman in Putzel, Receiver, vs. Schuloff.

The questions on page 42 were erroneously excluded; they tended to show that Loew was personally liable to the creditors for the amount of the check, and that aside from any authority from the Schuloffs, it was his duty to get the money for the check and hold it for the creditors.

The judgment in the Superior Court case actually holds Loew personally liable for the amount of the check.

It was error to exclude the following



question at page 49,-

Q. "Has there any direction given to Mr. Schuloff as to what should be done with this \$200 in addition to it?"

This \$200 was part of the proceeds of the check, and the use it was to be put to was certainly material.

The Court also erred to rule out the following testimony at p. 30 - "I told him that if that assignment is attacked it will be dangerous for him, and dangerous for myself, and then, and there we agreed that that property -"

Q. "You told this to Mr. Schuloff?"

A. "Yes, sir; we then and there agreed that this check should go to the general creditors." He insisted upon above the check was not the property of Mrs. Schuloff, but of the general creditors of her husband, and the Superior Court in Putzel, Pa., agst. Schuloff and others so held. Mr. Loeu's testimony on the subject shows that R.L. Schuloff by and with the acquiescence of his wife dealt with the insurance money as his own, and if there was an arrangement with Schuloff that it was to be applied where it rightfully belonged, surely this testimony to show this, should have been admitted.

The following question at p. 20 was erroneously

The following question at p. 20 was erroneously allowed—

Q. "This jury would like to know where that money is?"

1<sup>st</sup>. Mr. Low was not allowed to show that the net proceeds of the checks had ~~not~~ been deposited with Mr. Amberg to be applied on Mr. Low's return to a settlement with the creditors, and that such net proceeds were in the hands of Mr. Amberg for that purpose when the warrant for Low's arrest was applied for, and when Low was arrested thereunder on his return from Europe.

2<sup>nd</sup>. It made no difference so far as the charge in the indictment is concerned what Low did with the money after his arrest—if he used it to defend himself, or for <sup>his</sup> support when attacked in connection with the assignment; it is a matter between him and the creditors, and the sureties he gave on his bond as assignee are liable for his acts.

In reference to the question on p. 11—  
"Did you, on October 5, 1887, before Justice Gorman in the Third District Police Court of the City of New York, testify that you gave your husband power and instructed him that he could do anything or authorize any one to do any business in your name that he wanted to?" it should have been admitted on the following grounds,—

1st. An affirmative answer which would have been in accordance with the record would have been a contradiction of her answer at the foot of p. 10, and would have shown the unreliability of her testimony.

2nd. The ground upon which it was excluded that her authority was in writing, was untenable.

a. The rule that testimony cannot be offered to vary, contradict or add to a written instrument applies only to parties to the instrument and their privies, and not to third persons.

b. Even as between parties it was a proper question on cross-examination. Suppose, as a matter of fact, Mrs. Schuloff had verbally authorized her husband to authorize another to do any act for her, had she not the power?

c. If A gives B power in writing to do a thing, is that to say that A has not the power to verbally authorize B to do another thing?

d. If, as a matter of fact, Mrs. Schuloff did authorize Mr. Schuloff to authorize another to do an act for her, and Mr. Schuloff in the exercise of that power to authorize another to do that act, might not the party who did the act be justified in believing he was authorized? At least was it not a question for the jury, and should not Mrs. Schuloff's own admission go to the jury on the question?

ion go to the jury on the question?

The motion for a new trial should be granted.

Respectfully submitted

Howe & Hummel

Counsel for

Def't.



0907

N.Y. General Sessions

against

Wm N. Low

Brup for Travel

total

1000.00

of General for

Sept

0908

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

.....being duly  
sworn, says that he resides at No. ....Street, in the City of  
New York, that he is .....years of age; that on the .....day of .....  
18....., at Number .....in the City of  
New York, he served the within .....on .....  
the .....by leaving a copy thereof with .....  
.....  
.....

Sworn to before me this  
day of

18 }

N. D. General Levens

The People

Plaintiff,

against  
William J. Lew

Defendant.

Brief in New  
Trial

HOWE & HUMMEL,

Attorneys for Defendants.

87 & 89 CENTRE ST., New York City.

Due and timely service of cop of the within  
hereby admitted  
this day of 18

Attorney.

To

1 Court of General Sessions  
2 of the City and County of New York

3 The People of the State of New York :  
4 Respondents Bill of  
5 against : Exceptions  
6 WILLIAM N. LOEW :  
7 Appellant :  
8 -----

9 Be it remembered that the issue arising upon the plea of not  
10 guilty heretofore pleaded in the above entitled action by  
11 defendant above named came on to be tried at a Court of Gen  
12 -eral Sessions of the Peace, held in and for the City and  
13 County of New York, at the City Hall of the said City on  
14 26th. day of June 1888

15 PRESENT: The Honorable <sup>Refus</sup> D. Cowing City Judge and Judge of the  
16 Court of General Sessions,  
17 William Traverse Jerome Esq. Assistant District Attorney  
18 appeared for the People.  
19 Douglas A. Levein Jr. Esq. and Robert Johnson Esq. appeared  
20 for the defendant.

21 A Jury having been impanelled and sworn  
22 Mr. Jerome then offered the following evidence on behalf  
23 of the People to sustain the issue on their part: after  
24 having first opened the case to the Jury.

25 Mr. Johnson moves that the indictment  
26 be amended so that the name of the per-  
27 - son intended to be defrauded should be  
28 inserted



I Motion denied Exception.

2 It is admitted on the part of the defendant that the en-  
3 -dorsements on People's Exhibit "A" being the check set  
4 forth in the indictment were made by the defendant.

5 It is consented that the Stenographer's minutes in  
6 the case of Charles Putzel against Richard L. Schulhof and  
7 others may be used with the same force and effect as if the  
8 Stenographer were called, all objections as to their rele-  
9 -vancy and competency being reserved to both sides.

10 The same consent with regard to the evidence taken  
11 in the Police Court in the case of the People against  
12 William N. Loew at the complaint of Clara Schulhof..

13 The defendant also admits the receipt by him of  
14 \$1750. on the check( People's Exhibit "A " mentioned in  
15 the indictment.

16 The check mentioned in the indictment is produced  
17 by Mr. Jerome and is offered in evidence and mark-  
18 -ed "Exhibit A" ( People's )

19 CLARA SCHULHOF a witness called on behalf of the  
20 People being duly sworn testified as follows:-

21 Q. I call your attention to People's Exhibit " A " and ask you  
22 did you ever receive that check?.

23 A. No Sir. I never authorized the defendant to put my name on  
24 the back of it, it is not my signature, I never received any  
25 check, not a cent.

26 CROSS EXAMINATION BY MR. JOHNSON:- I was examined before Po-  
27 -lice Justice Gorman, in this case, and testified that my husband  
28 had power from me to endorse checks in my name for me , He h  
29 he had such power from me.

30 BY THE COURT:- My husband had no power to direct any per-

1 -son to sign a check in my name.

2 MR. JOHNSON:- I did swear that my husband had full power  
3 to sign my name, and endorse any checks since December.

4 The Court:- The District Attorney has a written power of  
5 Attorney which he offers to you ( the defence ) to put in ev-  
6 -idence. Why dont you put that in?

7 MR. JEROME:- I will offer it in evidence but not  
8 now.

9 MR. JOHNSON:- The issue here is very simple, the  
10 question is , did Mr. Loew believe from the di-  
11 rections given to him by Mr. Schulhof that he had  
12 a right to sign the check.

13 BY MR. JOHNSON:- Was this question asked of you in the Police  
14 Court? Did you give him power, did you instruct your husband  
15 that he could do any thing, or authorize any body to do any  
16 business that your husband pleased? "

17 MR. JEROME:- I object the authority is in writ-  
18 -ing, we produce the writing, it is the best evi-  
19 -dence.

20 THE COURT:- If the authority is in writing, why  
21 is it not the best evidence?

22 MR. JOHNSON:- What we want to prove is simply this,  
23 Mr. Schulhof came to Mr. Loew's office , directed  
24 him to sign the check, collect the money, give him  
25 \$200. out of it, and the balance, to be retained by  
26 Mr. Loew for the creditors.

27 The COURT will allow you to prove that, if you can  
28 on the question of intent.

Page 4

Q3 Q. Did you not swear to this--"Q. Did you ever have any con-  
4-versation with Mr. Loew? A. No never?"

5 A. Yes Sir. I said that in December, I gave my husband a power  
6 of Attorney in Mr. Loew's office.

7 Question repeated.

8 A. ~~I did not say that, No. Mr. Loew has been pointed out~~  
9 ~~to me and I recognize him as here present.~~ Yes Sir, I said  
10 that I spoke to Mr. Loew in his office in December 1886 I  
11 spoke with him in the german language, it was at the time  
12 he drew the bill of sale for me, Mr. Krause was not there  
13 ~~at the time~~, that was the time I signed the Power of  
14 Attorney to my husband.

15 Q. State what you said to Mr. Loew on that Occasion?

16 MR. JEROME:- Objected to

17 Objection sustained, Exception

18 Q. Was that before any suit was had on the insurance?

19 A. It was before that time.

20 Q. That was before any insurance was effected?

21 ~~The COURT:- I think that the interests of all~~  
22 ~~will be subserved, by keeping to the simple issue~~  
23 ~~here--~~

24 MR. JOHNSON:- ~~I want to confine myself to the issue, she~~  
25 ~~says that her husband did not give any authority~~  
26 ~~to Mr. Loew to sign that check, if she never had~~  
27 ~~any conversation, how could she know that?.~~

28 Excluded Exception.

29 Q. ~~How do you know that your husband never gave the defend-~~  
30 ~~ant authority to sign your name?~~



I  
I A: When Mr. Loew went to Europe my husband told me that Mr.  
2 Loew had some money - - -

3 BY MR. JEROME: - All my knowledge in regard to my husband's  
4 not having authorized Mr. Loew was derived from my husband.

5 MR. JOHNSON:- I will now read from the testimony given by  
6 the witness before Justice Gorman, "Q. Do you know Mr. Loew?

7 " A. He was pointed out to me , and I recognize  
8 " him as here present".

9 " . Did you ever have any conversation with him? A. Never. "

10 BY MR. LEVEIN:- Q. I understood you to testify that you gave  
11 your husband authority to sign your name, and carry on business  
12 for you, is that so?

13 THE COURT:- The power of Attorney shows that.

14 MR. LEVEIN:- She could have authorized him without the pow-  
15 -er of Attorney. there is nothing in the evidence that this  
16 woman may have authorized him to do this. I am asking her  
17 if she gave her husband authority : I don't care whether  
18 it is in writing or not.

19 Question ruled out Exception

20 BY MR. JEROME:- Was the authority you gave your husband, and all  
21 the authority you gave your husband in writing ?

22 A. Yes Sir.

23 Q. Is that the writing( handing paper to witness )

24 A. Yes Sir.

25 The power of Attorney referred to was then marked  
26 " People's Exhibit B".

27 BY MR. LEVEIN:- I identify the paper People's exhibit "B"  
28 as the paper executed by me, and the authority given to my hus-  
29 -band . I signed it in Mr. Loew's office, he read it to me, he  
30 translated it into german, my husband was there, I dont remem-  
31 -ber any more, it is so long ago , I dont remember what conver-

1 -sation I had with Mr. Loew or in his presence at the time  
 2 of the execution of the Power of Attorney, I cannot recollect  
 3 any of the conversation that occurred on that day; he only  
 4 asked me, he told me that he would write a power of attor-  
 5 -ney, which I should give to my husband, It is a fact that I  
 6 was acting under Mr. Loew's instructions at the time, I gave  
 7 my husband the Power of Attorney under instructions from Mr.  
 8 Loew.

9 Q. Did you not authorize your husband to do any thing, or  
 10 authorize any body to do business in your name that your  
 11 husband wanted?

12 THE COURT:- She answered that whatever authority  
 13 she gave her husband is in writing.

14 MR. LEVEIN:- I am asking her outside of that.

15 Q. Did you or did you not instruct your husband that he could  
 16 do any thing or authorize anybody to do any business in your  
 17 name that he wanted to on this or on any other occasion?

18 A. No Sir, Never, I did not authorize him.

19 Q. Did you on October 5th. 1887 before Justice Gorman at the  
 20 examination in this case testify that you gave your husband  
 21 power, and instructed him that he could do anything or author-  
 22 -ize any body to do any business in your name that your hus-  
 23 -band wanted to ?

24 Objected to.

25 THE COURT:- I will exclude it on the ground that  
 26 the authority she gave is in writing.

27 Exception.

28 MR. LEVEIN:- I read in evidence a portion of the exam-  
 29 -ination of Clara Schulhof ( the witness ) had before  
 30 Justice Gorman October 5 1887. Q. Did you instruct your

1 " husband that he could do anything or authorize anybody  
2 " to do any business in your name that he wanted to? A. Yes."  
3 I never in my life signed any checks, my husband signed all  
4 papers for me.

5 MR. JEROME:- The power granted in People's Exhibit B" has never  
6 been revoked.

7 BY MR. JOHNSON:- My husband acted for me in all business  
8 transactions, signing checks and receipting bills, and in no  
9 instance did I sign my name.

10 THE PEOPLE REST

11 MR. JOHNSON:- I move the Court to dismiss the  
12 indictment and that Your Honor direct the Jury  
13 to find a verdict of not guilty upon the ground  
14 that it appears by the Power of Attorney that the  
15 husband had authority to authorize Mr. Loew or any  
16 other person , or any substitute to sign or en-  
17 -dorse the check, that the husband being a nec-  
18 -essary and material witness for the People  
19 should have been called, as the complaining wit-  
20 -ness can not know what took place between her  
21 husband and Mr. Loew or what instructions were  
22 given.

23 Motion Denied

24 Exception.

25 Mr. Johnson opens the case for the defence to the Jury.

26 WILLIAM N. LOEW, the defendant being duly sworn testified as  
27 follows, By Mr. Johnson:-

28 I reside at number 1545 Fourth Avenue, I am an Attorney and  
29 Counsellor at Law, am acquainted with Mr. Schulhof, also Mrs.

88



I Schulhof, I have had conversations with her, probably twice  
 2 in my life, with Mr. Schulhof very many times, I became  
 3 acquainted with him on the 12th. or 13th. of December 1886  
 4 at the place of business of Fleischer & Co. I believe at No.  
 5 West 3rd. Street, this City. I was sent for by the senior  
 6 member of the firm, when I arrived I was introduced to Mr.  
 7 Schulhof, he told me his object in having me sent for, this was  
 8 I believe the 12th. or 13th. day of December 1886.  
 9 Q. State what Mr. Schulhof said?

10                                      Objected to      Sustained      Exception

11 After that I saw Mr. Schulhof very frequently, and became his  
 12 Assignee for the benefit of creditors.

13 Q. When was that assignment drawn?

14                                      Ruled out              Exception

15 Q. Was there a subsequent sale?

16                                      Ruled out              Exception

17 Q. Was there a subsequent insurance?

18                                      Ruled out              Exception

19 Q. Were you retained as Attorney by Mr. Schulhof to collect  
 20 that insurance?

21                                      Ruled out              Exception

22 Q. Were you authorized to make a settlement with the Company?

23                                      Ruled out              Exception

24 I received a check from the Insurance Company which is marked  
 25 "People's Exhibit A" the receipt of that check was the result  
 26 of negotiations for settlement which I carried on with the  
 27 Insurance Company, by instructions from my clients---on be-  
 28 half of Mr. and Mrs. Schulhof, I received the check in  
 29 settlement, I had a conversation with Mr. Schulhof in regard

I to the check , he authorized me to endorse the check.

2 Q. What did he say?

3

Ruled out

Exception

4

Q. Did you believe that you had authority to sign Mrs. Schulhof's name to the check?

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A. I believed I had authority to sign Mrs. Schulhof's name to the check , and I believed it was my duty to do so, there was a person present with us at the time Mr. Schulhof directed me to endorse the check, I signed it under the direction of Mr. Schulhof, I signed Mrs. Schulhof's name under the direction of Mr. Schulhof at the time I endorsed the check Mr. Schulhof requested me to give him \$200. of the money for their family use, which I did--I drew a check payable to her order the check is in the hands of the District Attorney ,that is all I paid to either one of them, I gave them \$200. out of the \$1750. I gave them my check for \$200 before I had the \$1750. I dated my check ahead: of the \$1750. which I collected I gave Mrs. Schulhof but \$200 and no more, but I tendered to pay the entire amount into Court to invite any proceedings which may be brought against me or the Insurance Company ,the very day of my return from Europe before a y criminal proceedings were begun, this ( indicating ) is the check I gave Mr. Schulhof for Mrs. Schulhof, at the time of this conversation the endorsement upon it to the best of my knowledge is his signature, his handwriting. I never saw Mrs. Schulhof write-- Yes Sir, I did--on one or two occasions but I would not know her handwriting , I embarked for Europe on the night of the 17th. or 18th. the Steamer leaving early in the morning and this Took place on the Tuesday preceeding the Saturday on which I sailed, we sailed on the 17th. o 18th. of June

1 1887 and this was I believe on the 14th. or 15th. I had given  
 2 this check . I returned on the 17th. of September 1887 I had  
 3 no correspondence with either of them except in receiving a  
 4 cablegram from my wife in which Mr. Schulhof's name was men-  
 5 - tioned, I told to Mr. Schulhof why I would not give his  
 6 wife Mrs. Schulhof the balance of the money.

7 Q. State what you said to him ?

8                    Objected to       Sustained       Exception

9 The balance of the money I deposited with Mr. Gustav Amburg  
 10 \$1250. telling him at the time of that deposit- --I deposited  
 11 it with him in trust, there were instructions --I told Mr.  
 12 Schulhof why I would not pay the money over to Mrs. Schulhof

13 - - - - -

14 THE COURT:- I will exclude the conversation be-  
 15 -tween him and Mr. Schulhof.

16                    Exception

17 BY THE COURT:- Q. How long have you been a practicing law-  
 18 -yer in this County

19 A. I have been practicing since December 1871.

20 17 years ? A. Yes Sir. I did not practice constantly.

21 BY MR. JOHNSON:- Q. Was it an understanding with Mr. Schul-  
 22 -hof that the money was retained? A. it was.

23 Q. I will ask you what was that understanding?

24 THE COURT:- I will rule that out       Exception

25 MR. JOHNSON:-Schulhof was acting as the Agent of Mrs.

26 Schulhof, the strict rule of law which prevails

27 in civil proceedings does not prevail here.

28 the question is, did the defendant sign this check  
 29 with the intention of defrauding, how will we ar-

30 -rive at that intent?.



THE COURT: ~~I have allowed you to let this witness swear that Schulhof authorized him to sign his wife's name, he has sworn that the husband told his wife's name. I will let you ask him the direct question, if he intended to defraud anybody in doing it.~~

Q. Mr. Loew I asked you before, I believe, was there any intention on your part to cheat or defraud Mrs. Schulhof. ?

A. There was not. my intention was the most upright and honorable one. I wanted to keep that money for the benefit of the creditors, as I had agreed with Mr. Schulhof, that it should be kept until the settlement with the general creditors could be effected, ~~if there is a surplus the understanding~~

~~wastels,~~ - - I told Mr. Schulhof " you are too young a man to loose your Commercial name, the balance was to go to the winding up of the assignment, and if there was a surplus to be paid over to Mr. and Mrs. Schulhof less my fees.

Q. Was there any instruction given to Mr. Schulhof as to what should be done with this \$200 in addition to it?

CROSS EXAMINATION BY MR. JEROME  
Objected to Sustained Exception

Q. What has become of the \$1750.

Excluded

Q. You have got it theoretically yet hav'ent you?

A. I have not got it. I have not got it in theory: ~~I have got~~ when the accounting takes place I have got to pay it over, or my bondsmen. In theory I still have the money - - practically I have only a very little part of it.

Q. This Jury would like to know where the money is?

Objected to Overruled Exception

I A. Some of it is in the hands of the Attorneys who are defend-  
 2 -ing me, some in the hands of grocers and butchers, whom I have  
 3 paid out of that money to support my family, in consequence of  
 4 this charge being preferred against me, my practice was brok-  
 5 -en up, and I was ruined man: I used part of that money for  
 6 that purpose, the learned Counsel are not creditors of this  
 7 assignment, they are Gentlemen who are loaning their services  
 8 except one who has received a small fee:- The assignment was  
 9 for the benefit of Creditors of Schulhof, yet part of it has  
 10 found its way into the hands of the butchers and bakers, and  
 11 learned Counsel, after I was compelled to do so by the acts  
 12 of Mr. and Mrs. Schulhof.

13 Q. Compelled to steal the money?

14 A. I did not steal it Sir.

15 Q. What did you do with it?

16 A. I used it, technically you are right, Sir, but morally I am  
 17 right, on the day of my arrest not a cent of that money was  
 18 touched, and not until sometime afterwards I was arrested and  
 19 kept in Jail:- I gave Mr. Amburg \$1250. gave Mr. Schulhof \$200  
 20 which makes \$1450. the difference between \$1450. and \$1750  
 21 is \$300. that would be my fee for my services and would be used  
 22 by me on the accounting of the assignment, theoretically I  
 23 have got that too, by all means.

24 Q. Did you take it in theory to Europe or leave it in this  
 25 Country?

26 A. I left part of it here and part I took with me, I did not  
 27 turn a part of it into foreign money, the entire expense was  
 28 paid by another Gentleman. I left some of the money with my  
 29 family. - - I mean what I say \$1750. were received \$1250. were  
 30 were deposited to be distributed among the creditors \$200

1 \$ \$200. were given to Mrs. Schulhof with the understanding that  
 2 if \$1250. is sufficient to settle with the creditors, she is  
 3 welcome to it, if for the purpose of settling with the cred-  
 4 -itors it will be necessary to call upon her to produce it.  
 5 she will produce it, and \$300 were partly for services and  
 6 partly to be held by me when I make the final accounting for  
 7 the assignment.

8 Q. Your father is a Rabbi in Austria?

9 A. My good father was one of the most favored Rabbis, I was ad-  
 10 was admitted to practice as an Attorney and Counsellor at  
 11 Law in this State in December 1871, and practiced until 1874

12 then a charge was made against me before the General Term  
 13 and I discontinued practice, it was partly forced and partly  
 14 my own inclination, in 1881 I went to Ohio and upon an examin-  
 15 -ation became an Attorney, I returned to New York in 1882

16 Q. Your practice received a slight check about 1874 in this  
 17 State? Objected to Overruled Exception

18 A. In 1876.

19 Q. The General Term of the Supreme Court checked it?

20 Objected to Overruled Exception

21 A. Yes Sir: for being an accessary after the fact of making  
 22 a charge against an Attorney.

23 Q. Of erasing something in an answer?

24 Objected to Overruled Exception

25 THE COURT:- You have a right to ask if the Gen-  
 26 -eral Term disbarred him.

27 Q. The charge was that you erased part of an answer served on  
 28 you Objected to Overruled Exception

29 A. No Sir: The charge against me was this, In the case of



1 somebody against somebody-- I don't recollect the case, an ans-  
 2 -wer had been served at my office by the Messrs Langbein Broth-  
 3 -ers, I was charged at the General Term of this County with  
 4 having falsely charged another Attorney with having made an  
 5 erasure in a verification, the Referee in the matter had found  
 6 that there was no erasure made by the other Attorney, he also  
 7 found that the erasure was not made by me, but held me re-  
 8 -sponsible on the ground that I had made a charge against

9 an Attorney, an unfounded charge, the General Term of the  
 10 Supreme Court stated, that there were no accessories before  
 11 the act, and disbarred me, for malfeasance in office, and later  
 12 on re-instated me.

13 I don't know whether I have a uniform system of handwriting or  
 14 whether I change it from time to time, it depends entirely, I write  
 15 my own handwriting, the paper you hand me is not my usual sig-  
 16 -nature.

17 Q. I hand you People's "Exhibit A" and call your attention to  
 18 the endorsement on the back of it, when it does not depend on  
 19 circumstances, which of those endorsements is the correct one  
 20 you generally write?

21 Objected to

22 BY THE COURT:- Which is the handwriting you usually write?

23 A. I usually write in the handwriting as it is written here  
 24 " for deposit Wm. N. Loew "

25 BY MR. JEROME:- I don't know how often I write in the hand-  
 26 -writing above it, but that is my handwriting, but how often  
 27 I write in that way I don't know: I have seen the two receipts  
 28 or instruments you show me " Wm. N. Loew on that is in my  
 29 handwriting " C. Schulhof " on those receipts is my handwriting.

1           The paper is marked " Exhibit C" for identification  
2       Those were receipts which I signed when I got the money.

3           People's Exhibit "C" for identification offered  
4       in evidence and EXCLUDED

5       No woman wrote " C.Schulhof" on that       I wrote it       I am  
6       quite sure, I am under oath,I wrote it in my office in this  
7       City, I had seen Mr. Schulhof several times before I wrote it  
8       I am sure, I knew that the money did not belong to Mrs. Schul-  
9       hof.she insured the goods in her name,but it did not belong  
10      to her,because her husband and I agreed that the money, the  
11      proceeds of the insurance should be used for the purpose of  
12      the assignment, for the purpose of settling and paying the  
13      general creditors,who had not yet received a cent,her husband  
14      and I agreed to that effect,I cannot give you any explanation  
15      why the check seems to be endorsed in two different handwrit-  
16      ings, if you will hand me pen and ink,I will sign the same  
17      handwriting over again , I want the Gentlemen of the Jury to  
18      understand that I dont know why it was done, it was done un-  
19      - intentionally ,and not with any felonious or bad intent,I  
20      wrote it in an off handed way, and never knew at the time that  
21      any question would be raised,I did not write both signatures  
22      at the same time, I dont know why I did not,I know I did not,  
23      I believe my memory is very good on most topics,for all I  
24      know, the reason may have been that I had received it late in  
25      the afternoon,too late for deposit,and that I wrote the en-  
26      -dersement"for deposit"the next day , as a matter of fact I  
27      had that check with me all over night ,and showed it to the  
28      largest creditors,Mr. Steinitz,and other gentlemen,and also  
29      notified Mr. Schulhof that I had the money ,as matters now

16

stand the \$1750. belong to me as Trustee MAL OFFICIO under the ruling of the - - I believed the assignment to be honest when I made it, but at the time I endorsed the check, I had my strong misgivings, I believed the money belonged to the creditors and I do now. When I returned from Europe I did not tender to Mrs. Schulhof the \$1750. I did and I did not, I did it conditionally, the tender is in writing, and I beg that in that form it may be produced.

MR. LEVEIN:- We ask for the production of that tender.

MR. JEROME:- It is in the examination before the Police Magistrate.

BY The COURT:- Who gave you this money on the check? People's Ex. "A"

A. I deposited it in my own bank, and drew against it it was paid in the regular course.

BY MR. LEVEIN:- There was no attempt on my part to simulate the hand of Mrs. Schulhof, I never saw Mrs. Schulhof's handwriting except once in my office, when she signed a paper, I did not know it, I signed it with a pointed pen, and I signed it as I always sign, without any attempt to simulate or change my handwriting, I mean as already testified on Cross Examination that Mr. Schulhof and I agreed as to the disposition to be made of the money, we had agreed as to the disposition that was to be made of this particular fund, I did not mean to characterize it as Mrs. Schulhof's money, we never recognized it as Mrs. Schulhof's money, nor did he, the reason why I did not think the money belonged to Mrs. Schulhof was, I had several long talks with Mr. Schulhof and at the last interview I had with him I explained to him the dangerous position in which he had placed himself.

1 he had placed himself.-----

2 THE COURT:- I am going to rule the conversation  
3 between the witness and Mr. Schulhoff out.

4 Mr. Levein:- Our contention is that Mrs. Schulhof  
5 was merely a figure head used for the purpose of defrauding ,  
6 delaying and hindering certain creditors from collecting  
7 money which belonged to them.

8 THE COURT:- Does that give him any right to en-  
9 - dorse her name? Exception

10 THE COURT:- I will let you show that the check did not  
11 belong to Mrs. Schulhof.

12 BY MR. LEVEIN:- I did not believe that the check belonged  
13 to Mrs. Schulhof, the operation upon my mind that caused me to  
14 believe so, was, this check was the proceeds of a fire in-  
15 -surance for some property, and that property had come to  
16 Mrs. Schulhof through me, I had been the Assignee, I knew  
17 about it at that time and I was convinced firmly and honestly  
18 convinced at that time, that the assignment, if attacked would  
19 not stand.

20 BY THE COURT:- I drew the assignment,

21 BY MR. JEROME:- I was a witness on behalf of the persons  
22 attacking the assignment , I knew that if the assignment was  
23 attacked, it would not hold, not for any fault in the assign-  
24 -ment itself but for the fact of the form of the preferred  
25 creditors and things hanging thereon, I told Schulhof, that  
26 there is danger that the assignment will be attacked, I told  
27 him he was too young a man to lose his business name, there was  
28 a business meeting of creditors called and an offer of settle-  
ment made, that offer was rejected, the meeting was called in



I the office of Mr. Lindsay the Attorney. I told Schulhof, that  
 2 if the assignment is attacked there would be danger for him  
 3 and myself and we then and there agreed that that property  
 4 this check should go to the general creditors.

5 MR. JEROME:- I object to this

6 Ruled Out Exception

7 BY MR. LEVEIN:-I knew that Mr. Schulhof was acting on behalf  
 8 of his wife, and authorized by her so to act, the authority was  
 9 given in my presence, in writing and otherwise, I had given checks  
 10 payable to Mrs. Schulhof before which he had endorsed in my  
 11 presence. I never endorsed any before, I never received any  
 12 other check than this, I knew that Mr. Schulhof had full power  
 13 to act on behalf of his wife, in writing and otherwise.

14 Q. Did you ever learn from Mrs. Schulhof that her husband was  
 15 authorized to act on her behalf?

16 Question ruled out Exception

17 From conversations had with Mrs. Schulhof, I knew that her  
 18 husband was authorized to act for her and on her behalf in  
 19 these transactions, and knowing that and in consequence thereof  
 20 I conducted all my business through her husband, in reference  
 21 to Mrs. Schulhof's business, a meeting of the creditors had  
 22 been called a long time previous to the time I collected the  
 23 money.

24 Q. I understand you to say that you informed the Schulhofs  
 25 that there would be trouble, in your judgment, over this as-  
 26 signment, if the general creditors were not settled with?

27 Question Ruled out Exception.

28 Q. You stated that you had given security, is that bond still  
 29 in force? Question ruled out Exception

1 Q. Is it not a fact, Mr. Loew that you are under an injunct-  
 2 -ion restraining you from paying out the money to Mrs. Schul-  
 3 -hof.? Ruled out Exception

4 I did not appear as a witness against Clara Schulhof or her  
 5 husband at any time.

6 Q. Did you appear as a witness in the case of Charles Putzel  
 7 against Richard L. Schulhof and others? Ruled out

8 Exception

9 Q. If you appeared as a witness ~~against~~ at any time, was it  
 10 voluntarily, or was it compulsory, or under what circumstances

11 Ruled out Exception

12 MR. LEVEIN:- I offer in <sup>evidence</sup> ~~judgment~~ in the case of  
 13 Schulhof and others a judgment showing that the  
 14 defendant Loew is under an injunction restraining  
 15 him from paying out any money, and for the purpose  
 16 of showing that Clara Schulhof has absolutely no  
 17 interest whatever in this property.

18 Excluded Exception

19 The paper was then marked " Defts. Exhibit I" for iden-  
 20 -tification.

21 MR. LEVEIN:- I offer in evidence the judgment  
 22 roll and findings, in the action in the Superior  
 23 Court of the City of New York, wherein Charles Putzel as Receiv-  
 24 -er is plaintiff and Richard L. Schulhof, Clara Schulhof and  
 25 William N. Loew were the defendants, for the purpose of showing  
 26 that under the judgment the defendant is under an injunction  
 27 restraining him from paying over money and for the purpose of  
 28 showing that Clara Schulhof had no interest, no insurable inter-  
 29 -est in that property, this judgment was filed June 22ed. 1888

30 Excluded Exception

1 BY MR. JEROME:- I did not sign the check with the intent to  
 2 cheat anybody, I did not intend it for her signature, I did not  
 3 intend that Mr. Allinger when he saw the check that it was  
 4 Mrs. Schulhof's writing, I had nothing in my mind whatever,  
 5 had he asked me whether it was hers, I would have told him "No

6 BY A JUROR:- I drew the Power of Attorney for Mrs. Schulhof  
 7 it was some months before the check for \$200. not before: I  
 8 had a talk with Mrs. Schulhof in regard what should be done  
 9 with the money, the Power of Attorney was drawn December 22  
 10 1886, various conversations as to the dispositions of this  
 11 money were had between Mr. Schulhof and myself, from the date  
 12 of the fire, until the very day of the settlement, we had con-  
 13 -stant conversations .

14 Q. What was the object for which the Power was drawn?

15 A. He continued the business on behalf of his wife, the assign-  
 16 -ed business, it was wiped out, and he continued on her behalf,  
 17 for the purpose this power of Attorney was drawn, covering  
 18 that transaction and subsequent ones, Mr. Schulhof had done a  
 19 Manufacturing business, and the power of attorney was given by  
 20 his wife to him to carry on business, although it was assign-  
 21 -ed to his wife, he could represent his wife: I made a col-  
 22 -lection of \$100. before the assignment which I paid over,  
 23 I had not paid out any money on her signature, with the excep-  
 24 -tion that I have received checks from him, and I paid for the  
 25 advertising of the assignment &c. all that, was under his  
 26 authority or hers, as a matter of course.

27 BY MR. JEROME:- On very careful examination I can say that  
 28 the words " C. Schulhof " and the words " for deposit " Wm. N.  
 29 IOew" were written at different times, to be sure I put the

1 the words "C. Schulhof" on there, after I was authorized, Yes S  
 2 Sir, I am perfectly clear and definite on that proposition, --  
 3 after I was authorized to put her name there, if I did not  
 4 receive authority I would not have put it there.

5 BY MR. JOHNSON:- The assigned property was burnt, the ident-  
 6 -tical property which had been in my hands as Assignee was  
 7 burnt up.

8 BY MR. JEROME:- Upon the same day of the assignment I trans-  
 9 -ferred the property to a gentleman named Krause, there were  
 10 two bills of sale, and this power of Attorney.

11 BY MR. JOHNSON:- It was the identical property assigned to me  
 12 it was not bought by Mr. Krause it was turned over to him by  
 13 me and then turned over to Mrs. Schulhof, this identical prop-  
 14 -erty, Schulhof was in possession at the time.

15 Q. Was there any consideration on the bill of sale?

16 Ruled out Exception

17 Q. Was Mrs. Schulhof present there at the time the bill of  
 18 sale was made?

19 Ruled out Exception

20 Q. Do you recollect an occasion when Mrs. Schulhof was pres-  
 21 -ent and when there was also present another gentleman through  
 22 whom this property was transferred to Mrs. Schulhof?

23 Ruled out Exception

24 Q. Did you have any conversation with Mrs. Schulhof wherein  
 25 you stated to her that the reason you gave the Bill of Sale  
 26 to her and the power of attorney you gave to her husband  
 27 was to enable him to conduct the business without any let or  
 28 hindrance from his creditors?

29 Ruled out Exception



1 GUSTAV AMBERG, a witness called on behalf of the defendant  
2 being duly sworn testified as follows:

3 Direct examination by Mr. Levein:

4 I am the Manager of the Thalia Theatre and Terrace Garden, I  
5 know William M. Loew about six years,

6 Q. Did he deposit any money with you about June 16th. 1887, I  
7 if so what? Ruled out Exception

8 MR. LEVEIN:- I offer to show that the money de-  
9 posited with Mr. Amberg was deposited by Mr. Loew  
10 in trust, and that it is the identical money, the  
11 proceeds of that check which it is alleged was  
12 forged by Mr. Loew.

13 Excluded Exception

14 Q. Now Mr. Amberg, did Mr. Loew visit Europe for you on bus-  
15 - iness ?

16 Ruled out Exception

17 MR. LEVEIN:- It has been intimated that Mr. Loew  
18 went to Europe, and used this money to make that  
19 trip, I want to show that he went on business for  
20 this gentleman, and at his expense.

21 D E F E N C E R E S T S

22 Richard L. Schulhof a witness called by the People in rebuttal  
23 -al being duly sworn testified as follows:

24 Direct examination by Mr. Jerome:-

25 I am the husband of Clara Schulhof the complainant in this  
26 action. The first time I have seen this check, People's Exhibit  
27 "A" just handed me, was in the Shoe and Leather Bank, the  
28 date was in the beginning of July 1887 or the latter end of  
29 June 1887 It was shown to me by an Officer of the Bank, the

30 defendant William N. Loew never spoke to me about that check in my

1 life.

2 BY THE COURT:- Did you ever authorize him to sign your wife's  
3 name to that check?

4 A. I never have known of any check in existence.

5 CROSS EXAMINATION BY MR. JOHNSON:- I have resided in New  
6 York for 16 years, my first business was in furs, I don't know  
7 where it was, it was in Mercer Street, not for myself, for a  
8 firm, I remained there I suppose for about a year, then I  
9 started in business for myself, I suppose in the year 1883 or  
10 1884. I continued in that until 1886 when unfortunately I  
11 was obliged to make an assignment, I made it to William N.  
12 Loew, the defendant.

13 Q. Previous to that was your business insured?

14 Ruled out Exception

15 Q. Was there a fire at your place?

16 Ruled out Exception

17 Q. Were you ever burnt out before?

18 Ruled out Exception

19 The first time in my life I saw Mr. Loew was December 3rd.  
20 1886, Mr. Steinmetz of the firm of Fleischer & Co. introduced  
21 me, I had a conversation with him there.

22 Q. Did you have any conversation with him in regard to an  
23 assignment?

24 Ruled out Exception

25 Q. Did Mr. Loew draw an assignment for you to your creditors?

26 Ruled out Exception

27 Q. Did you turn over your property to Mr. Loew to hold,  
28 to pay your creditors?

29 Ruled out Exception  
30 28

1 Q. If you know, how did Clara Schulhof come to be possessed  
2 of this property, or what was this property that you assigned?

3 Ruled out Exception

4 Q. When did Clara Schulhof come into possession of the proper-  
5 -ty Ruled out Exception

6 Q. P. she become possessed of the property you assigned.?

7 Ruled out Exception

8 Q. Was there any insurance on that property when it was turn-  
9 -ed over? Ruled out Exception

10 Q, Did you have this property insured as Clara Schulhof's  
11 agent? Ruled out Exception

12 Q. Did you commence a suit against the Insurance Company, or  
13 did you direct Mr. Boew to do it on behalf of your wife?

14 Ruled out Exception

15 Q. Was the People's Exhibit "A" the proceeds of an insurance  
16 sent on to pay for insurance, when you claimed a loss?

17 Ruled out Exception

18 I did not see Mr. Loew in regard to collecting the money  
19 upon this check, he never in my life told me that he had such  
20 a check in his possession, I saw him at his house in regard  
21 to a settlement with this Company that sent the check, I did  
22 not tell him to get \$1750. if he could not get \$2000. I did  
23 not tell him that I was in need of money and that I wanted to  
24 get \$2500 or that, if he could not get that to take \$1750.  
25 and give me a check for \$200 --he did give me a check for  
26 \$200 I dont know when he gave me that check, it was dated  
27 It was dated ahead two or three days, I endorsed the check  
28 certainly for my wife, I did not tell Mr. Loew to endorse the

29 check People's Exhibit "A" there was not any check in existence, I

1 did not know there was any check.

2 Q. Were you not the defendant in a suit brought against you  
3 and Mr. Loew to set aside that assignment you had made, and  
4 the sale to Mrs. Schulhof?

5 Ruled out Exception

6 Q. Has not this assignment been set aside by the Superior  
7 Court?

8 Ruled out Exception

9 Q. Was not the bill of sale and the proceeds of the insurance  
10 property also declared as not belonging to your wife, by the  
11 Court?

12 Ruled out Exception

13 BY MR. LEVEIN:- I know Mr. Reiss, there he is (indicating)

14 I have seen him a couple of times, I met him at Mr. Loew's

15 house the second time I met him Mr. Fleischer was present.

16 he was present at conversations I had with Mr. Loew  
17 DAVID REISS a witness called on behalf of defendant in rebutt

18 -al being duly sworn testified as follows:--

19 DIRECT EXAMINATION BY MR. JOHNSON:-

20 I reside at 172 Second Street, during the second week in

21 July I was in Mr. Loew's office I saw Mr. Schulhof there, I

22 heard a conversation between Mr. Loew and Mr. Schulhof in

23 regard to a draft for \$1750. Schulhof was there twice, Mon-

24 -day and then Tuesday----I saw him there twice, I heard a con-

25 -versation between him and Mr. Loew, in regard to a draft

26 which Mr. Loew had received for his wife of \$1750.

27 Q. State the conversation?

28 Ruled out Exception

29 Mr. Levein:- I offer to show by this witness, that

30 in a conversation in Mr. Loew's office, it was

31 understood and agreed that Mr. Loew should receive



0934

at p 27 Stride out "Stenographers  
minutes" and insert in place  
where "frisking and judgment"

0935

Insert p 27

Judgment & findings in Case  
Putzel as Receiver apt Shulhof.  
et al -

~~Do~~ ~~stroke~~ out at p 27  
minutes

"Stenographers

1 the money arising from the settlement of that Insurance, and  
 2 that when he received the check that he, Loew  
 3 might endorse it in Schulhof's wife's name.

4 THE COURT - I will exclude the conversation.

5 Exception

6 Mr. Johnson sums up for the defence

7 Mr. Jerome sums up for the People.

( Here insert People's Exhibit "A"---the check.)

People's Exhibit "B"--Power of Attorney

Stenographer's minutes of Police Court examination  
 of Clara Schulhof

~~Stenographer's minutes in case Putzel vs. See.~~

~~ag. Schulhof et al~~

Insert index on front of book

1 The Court Charged the Jury as follows:-

2 Gentlemen of the Jury:-

3 The defendant William N. Loew, is in  
4 your charge, accused of committing the crime of forgery in  
5 the second degree. This indictment charges that the defend-  
6 -ant on the 14th. day of June 1887, in this County forged  
7 the name of the payee C. Schulhof, upon a check for the sum of  
8 \$1750. and that he did so with the intention of cheating  
9 and defrauding. If those facts are made out, he is guilty  
10 of forgery in the second degree. That is, if the evidence  
11 shows that he falsely and fraudulently forged the name of  
12 C. Schulhof upon this check payable at the National Shoe &  
13 Leather Bank for \$1750., and did so with the intention of  
14 cheating and defrauding.

15 Now in this case there has been considerable testimony in-  
16 -troduced, and it is for you to ascertain on the evidence  
17 what the facts are. It is conceded that this check in  
18 question came to hands of this defendant, that he endorsed  
19 her name upon the check and got the money for it. The  
20 main question for you to determine will therefore be, was  
21 he authorized to do it? and, if he was not authorized to do  
22 it, what was his intent in putting this lady's name on the  
23 back of this check. If you come to the conclusion upon all  
24 the evidence that he was not authorized to endorse her name  
25 upon this check, then you will look at the evidence to see  
26 what conclusion you will come to, as to this intent in sign-  
27 -ing her name.

28 The People claim in this case that the defendant is a lawyer  
29 and therefore presumed to be conversant with the law. He is



1 He is a lawyer of 17 years standing, having been admitted  
 2 to the bar in 1871, therefore the People claim that the fair  
 3 and reasonable presumption is that he understood the power  
 4 and authority which a person could give to him. The defend-  
 5 -ant does not claim that Mrs. Schulhof the payee of the  
 6 check ever directly gave him any authority to sign her name:  
 7 on the contrary she has taken the stand and says that she  
 8 never gave any body but her husband authority to sign her  
 9 name to this check. If that is true, it will be for you to  
 10 determine whether or not the defendant had a right to assume  
 11 that the husband had the power to delegate his authority  
 12 to him to sign his wife's name to the check. The husband  
 13 of complainant has been on the witness stand and he swears  
 14 that he never authorized the defendant to endorse this  
 15 check in his wife's name: on the contrary he swears that he  
 16 did not know there was such a check in existence. Therefore  
 17 if the testimony of the People is at all reliable you have  
 18 the positive denial of Mrs. Schulhof that she ever authorized  
 19 the defendant to endorse her name and also the denial of her  
 20 husband that he ever gave defendant authority to endorse her  
 21 name to the check. If this testimony is reliable is it not  
 22 fair to infer that he had no authority to endorse her name to  
 23 the check. If you come to the conclusion that all the evi-  
 24 -dence in this case shows that the defendant endorsed this  
 25 check with the name of C. Schulhof and if you come to the  
 26 further conclusion that the evidence shows he had no authority  
 27 to do so, then, what was his intent in signing it? The Peo-  
 28 -ple claim that the evidence shows clearly and conclusively  
 29 from the manner in which he acted with reference to this

1 money, that he could have had but one intent and that was to  
2 defraud and cheat the woman out of her money. But it is for  
3 you, gentlemen, to say whether the evidence makes out such  
4 a claim or not.

5 You will bear in mind that the People of the State of New York  
6 are the plaintiffs, not Mrs. Schulhof or Mr. Schulhof, nor both  
7 of them together.

8 You have been impanelled to administer Justice between the  
9 People of the State of New York and the defendant, and if you  
10 come to the conclusion that he has committed a crime in this  
11 case he should be convicted and punished. If you believe that  
12 the Schulhoffs are no better than they ought to be, that fact  
13 alone would not justify you in acquitting this man. Therefore  
14 All the testimony in reference to the fraudulent intent of  
15 the Schulhoffs in making an assignment, or setting fire for  
16 the purpose of defrauding Insurance Companies, has little to  
17 do with this case as between the People and this defendant.  
18 Before you can convict the defendant you must find that he  
19 falsely and fraudulently forged the name of C. Schulhof the  
20 payee of this check on the back of it, and that he did so  
21 without having any legal right and knowing that he had no  
22 authority to do so, and that he did it with the intention  
23 of cheating and defrauding. Did he intend to cheat and de-  
24 -fraud? The presumption is that when a man falsely and  
25 fraudulently forged another man's name on a check, that he  
26 intends to cheat and defraud. You have a right to infer  
27 if the evidence justifies you, that he intended to defraud  
28 the payee, or you have a right to infer, if the evidence  
29 justifies you, that he intended to defraud the bank where the  
30 check was made payable, but you must find that he intended

1 to defraud somebody, either the payee or the Bank. So far as  
2 fraud itself is concerned, if he had no authority to endorse  
3 this check, then he had no right to draw this money from the  
4 Bank. If the Bank paid this money on a forged endorsement  
5 they could be compelled to pay it over again. Therefore, the  
6 People claim that the evidence shows that he intended to de-  
7 fraud the Bank, but it will be for you to determine, whom he  
8 intended to defraud.

9 There has been some evidence introduced here on the question  
10 of character. The People have asked the defendant as to his  
11 being disbarred by the Court for mal-fesance in office.  
12 This is a circumstance before you to be weighed and consider-  
13 ed in determining what credit you will give to his testi-  
14 mony and for that purpose solely. You are not to infer  
15 from the fact that he was once disbarred by reason of mal-  
16 feasance in office that he is guilty of this crime; it was not  
17 offered for that purpose: You have a right to take it into  
18 consideration in determining what credit you will give to  
19 to his testimony.

20 If after examining all the evidence in the case you have a  
21 reasonable doubt whether he endorsed this check with the  
22 intention to defraud, or whether or not he endorsed it with-  
23 out having any authorization, you will give him the benefit  
24 of the doubt and acquit him. But, if you come to the con-  
25 clusion that without authority he endorsed this check with  
26 payee's name and did so with the intention of defrauding, then  
27 he is guilty. The District Attorney claims that the manner  
28 of the endorsement is some evidence as to what was his intent  
29 defendant admits that the name of C. Schulhof on the back of  
30 the check and his own name differ in the handwriting: And

1 the People claim that the character of the ink, its color, the  
2 shading of the lines and every thing goes to show that he en-  
3 -dorsed the name of C. Schulhof in what appears to be a lady's  
4 handwriting for the purpose of having the Bank infer that it  
5 was the signature of the Payee of this check. But whatever  
inference should be drawn from the circumstances, it is a matter  
7 for you to determine. If you have a reasonable doubt as to  
8 the guilt of this defendant of the crime charged against him  
9 in the indictment give him the benefit of it, and acquit him,  
10 but, if taking the whole evidence together you believe that  
11 he endorsed the payee's name upon this check falsely and  
12 fraudulently and without any authority or right to do so,  
13 and did so with the intention of cheating and defrauding  
14 then it is your bounden duty to convict him.

15 MR. JOHNSON: I ask Your Honor to charge this,

16 That if the Jury believe that Mr. Schul-  
17 -hof directed or told Mr. Loew to sign  
18 that check in the name of his wife, and  
19 Loew in good faith believed that Schulhof  
20 had the authority, they should find the  
21 defendant not guilty.

22 THE COURT: They must find affirmatively that when  
23 he put the endorsement on the check he  
24 did so for the purpose of cheating and  
25 defrauding.

26 MR. JOHNSON: I ask Your Honor to charge the Jury  
27 that if they are in doubt whether to  
28 believe Loew's statement that he acted  
29 under Schulhof's authority and did so in



1 good faith, that they should find a verdict of  
2 not guilty.

3 THE COURT:- Do you claim that there is any evidence in the  
4 case that Mr. Schulhof had any authority to delegate  
5 his power.

6 MR. JOHNSON:- Mr. Loew stated that he believed Mr. Schulhof  
7 had authority.

8 THE COURT:- I will submit the case to the Jury, if they come  
9 to the conclusion that this defendant acted in  
10 good faith, and from honest motives, they will ac-  
11 quit him; but if they come to the conclusion that  
12 he acted dishonestly and put this name on the  
13 check for the purpose of cheating and defrauding  
14 well knowing that he had no right to do it, then he  
15 is undoubtedly guilty of the crime of forgery in  
16 the second degree.

17 MR. JOHNSON:- I would like it put in this form, if the Jury  
18 believe that Mr. Loew in good faith believed that  
19 he had authority from Mr. Schulhof to sign that  
20 check, and that he was authorized to sign that  
21 check, they should find him not guilty.

22 THE COURT:- Except as I have charged I decline to charge.

23 EXCEPTION.

The Jury found the defendant guilty of forgery in the second  
degree.

133  
*Here insert motion for  
new trial and in  
arrest of judgment  
and sentence*

0943

At a Court of General Sessions held in and for the City and  
County of New York, at the City Hall of said City, on the  
..... day of ..... A. D. 188 ..

Present,

Hon. ....

Justice.

THE PEOPLE OF THE STATE OF NEW YORK,  
against

*Application having been made to this Court by  
the above named Defendant to be admitted to bail upon a certificate  
of a Justice of the Peace in the County of New York, to the effect that the defendant  
has been duly taken from said Justice of the Peace and an official  
certificate thereof served upon the Sheriff of the County of New York  
and a certificate of arrest and arrest made under such certificate  
of arrest has been duly made and filed by the Sheriff of the County of New York  
at the trial herein and an application having been  
made to the Court of the County of New York to be  
admitted to bail thereupon the above named Defendant  
of the Warden and Keeper of the City Prison of the City of New York.*

It is Ordered, that the said *defendant*

be admitted to bail in the sum of

*Thousand* Limited Dollars,

and that said bail may be taken before any Judge of this Court or Justice  
of the Supreme Court.

I hereby consent to the entry  
of the foregoing order.

New York, ..... 188 ..

District Attorney.

0944

Supreme Court

The People vs.  
vs.  
Jas. H. Love

Gentlemen: Take notice that the Defendant above named appeals to the Supreme Court at General Term from the judgment of conviction of the crime of Forgery rendered against him by the Court of General Sessions of the Peace, held at the Court House in and for the City and County of New York on the day of June 1888 and from the order denying motion for new trial.

Yours at.

Douglas A. Terrap.  
Atty for Dfd.

To  
The Clerk of the Court of General Sessions  
of the County of New York

and

District Attorney, City and County  
of New York



0945

Supreme Court  
General Term.

The People ex

or  
John H. Lewis

Notice of Appeal

Donald D. Lewis

Att'y for Df.

265 Broadway

N.Y.

Rec'd July 2/91



0946

Supreme Court

The People ex.

vs

Wm H. Loew

Gentlemen:

Take notice that the Defendant above named appeals to the Supreme Court at General Term from the judgment of conviction of the crime of Forgery rendered against him by the Court of General Sessions of the Peace, held at the Court House in and for the City and County of New York on the day of June 1888 and from the order denying motion for new Trial.

Yours etc.

Douglas A. Lewis Jr.

Atty for Deft.

To

The Clerk of the Court of Genl Sessions  
of the County of New York.

and

District Attorney of the  
City and County of New York

0947

Supreme Court  
General Term

The People vs

— vs —

Wm N. L. L.

Notice of Appeal

Douglas H. Leonard

Attorney at Law

26 Broadway

0948

TO THE ~~CHIEF~~ CLERK.

*of General Sessions*  
Please send me the Papers in the Case of

PEOPLE

vs.

*Wm N. Law* *v.*

*Order admitting debt to  
bail on appeal to  
Bail bond thereon  
filed about Oct/88*

*R. W. King*  
*Def. Atty.* District Attorney.

*Mr Sparks return  
answer. There  
are none*

0949

POOR QUALITY  
ORIGINAL

No. 2. 409

TO THE CHIEF CLERK.

Please send me the Papers in the Case of  
PEOPLE  
vs.  
Loew-

Mr. Melch  
has knowledge  
of facts in  
this case -  
Will call  
if requested  
District Attorney.

D. M.  
Jan'y 1/91



-----X  
The People & c.

vs.

William N. Lowe  
-----X

The defendant, an attorney at law, was, on the 26th day of June 1888, convicted in the Court of General Sessions of Forgery in the second degree, he having endorsed the name of his client upon a check drawn to her order which came into his hands as her representative, as the proceeds of a claim for insurance with the collection of which he was intrusted by his client.

On the trial the defendant testified that he was authorized to endorse the name of his client upon the check by her husband who held a power of attorney from her. Evidence of a third party corroborating the testimony of the defendant on this point was excluded. This was held to be error by the General Term.

Says the learned General Term:- "The defendant was not guilty if he had fair ground to consider that he had authority to endorse the check, and upon that head he had a right to show the circumstances under which the act was done. It was error also to hold the defendant to the strict terms of the power of attorney which Mrs. Shulhoff gave to her husband. She might have given her husband other and verbal authority at any time, and the defendant should have been permitted to cross-examine her as to any such verbal authority, or as to any previous declarations which she may have made with regard

2.

thereto. It was error to exclude this cross-examination upon the ground of the existence of the written authority. It was also error to decline to charge as requested that if the jury believe that Mr. Shulhoff directed or told Mr. Lowe to sign that check in the name of his wife, and Lowe in good faith believed that Shulhoff had the authority they should find the defendant not guilty."

*People v. Lowe 46 N.Y. 2d 902*

Under this ruling of the learned court an examination of the circumstances of the case, in view of the relations of the parties, I think clearly show that the defendant had reasonable ground to believe that he had authority to sign the name of Mrs. Shulhoff on the back of the check. At least that the evidence is so strong in his favor of the existence of such facts and circumstances as to support his contention, that he had reasonable ground for such belief, ~~that~~ that the probability of the fact being found to the contrary on another trial, is not sufficiently great to justify the People in placing the defendant a second time on trial.

I, therefore report that, in my opinion, the indictment against this defendant should be dismissed.

Respectfully submitted,

*20 Hon. Delaney Wright  
District Attorney*

*Henry P. W. [Signature]  
District Attorney*

0952

The Seal  
apt.

Wm. N. Lewis

## REPORT.

For the District Attorney.

Dated

April 12<sup>th</sup> 1888

Wm. N. Lewis

Assistant.

0953

Supreme Court

The People: etc

vs. <sup>agst.</sup> Wm. N. Loew

Gentleman,

Take notice that the defendant above named appeals to the Supreme Court at General Term from the judgment of conviction of the crime of forgery rendered against him by the Court of General Sessions of the Peace held at the Court House in and for the City and County of New York on the 26<sup>th</sup> day of June, 1888, and from the order denying motion for a new trial.

Yours etc

Douglas A. Loew  
Atty for Deft.

To

The Clerk of the Court of General Sessions of the County of New York and

The District Attorney of the City and County of New York



Supreme Court  
General Term

The People vs.

— appt. —

John J. Lewis

Notice of Appeal

filed May 28, 1891

Douglas Klevin

Atty. for Def.

265 Broadway

N. Y.

Due service of the writ  
in notice admitted.

W. L. Sawyer, Atty.  
Dist. Atty.

Copy  
Fey.

0955

At a term of the General Sessions  
of the Peace, in and for the city and  
County of New York, held at the  
City Hall, New York City, on the  
28<sup>th</sup> day of January A. D.  
1891

Present

Hon. Rufus B. Cowing  
City Judge.

The People etc. }

vs

William N. Laew }

The order heretofore  
granted on the 7<sup>th</sup> day of January  
1891 in the above entitled action  
wherein it was ordered "that the stay  
"of Proceedings heretofore granted  
"to the Defendant William N. Laew  
"dated the first day of October 1888  
"be vacated and set aside" is now on  
Motion of Defendants Attorney, Doug-  
las A. Haven Jr. ordered to be revoked  
and vacated and said stay of Proceed-  
ings is herewith reestablished and declared  
to be in full force and effect.

I consent to the  
entry of the above order

Deborah M. Reed

Attorney at Law

Rufus B. Cowing  
City Judge

0956

The People

Wm W. Loom

Order

Filed Jan 28 91

0957

CHAUNCEY S. TRUAX,  
ELBERT GRANDALL.

Truax & Grandall,  
Attorneys & Counsellors at Law,  
93 to 99 Nassau Street,  
New York.

Jan'y 23<sup>rd</sup>/91

Hon. W. Lawrence

Dear Sir

As we have acted

for Messrs Lawrence, Frasier & Co.,  
from whom comes the enclosed  
letter, we have become somewhat  
familiar with Mr. Lorne's case  
and its surroundings.

We join in our clients' request  
that an opportunity may be afforded  
Mr. Lorne to be heard on appeal.

Yours very Respectfully  
Truax & Grandall



In the Court of General Sessions  
 In the City and County of New York.

The People  
 vs.  
 William N. Law.

I Rufus B. Coving<sup>City</sup> Judge of the City  
 Court of New York, Justice of this Court, being  
 the Justice who presided at the trial of the  
 above named defendant in said Court  
 of General Sessions, on which trial the  
 defendant was convicted, do hereby certify  
 that in my opinion there is reasonable  
 doubt whether the Judgment and  
 conviction of the above named defendant  
 had in said Court of General  
 Sessions on the 26<sup>th</sup> day of June 1888  
 should stand Dated October 14 1888

Rufus B. Coving  
 City Judge.

0959

N.Y. General Sessions

The People vs

— apth —

William M. Low

Certificate and  
stay —

Douglas H. Lusk

acc for diff  
W. S. Woodruff

W. S.

0960

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

being duly  
sworn, says that he resides at No. Street, in the City of  
New York; that he is years of age; that on the day of  
18, at Number in the City of

New York, he served the within  
the by leaving a copy thereof with

Sworn to before me this  
day of 18 }

N. D. General Sessions  
The People vs.  
Plaintiff.

against  
William A. Low.  
Defendant.

Certificate and  
Stay of Proceedings.

HOWE & HUMMEL,  
Attorneys for defendant.  
87 & 89 CENTRE ST., New York City.

Due and timely service of cop of the within  
hereby admitted  
this day of 18  
Attorney.

To  
Judas Oct 3/88

0961

Court of General Sessions.

The People &c.

vs.

William N. Loew.

City and County of New York. S. S.

Herman Schoenberg being duly sworn says that at the times hereinafter mentioned he was connected with the W. Thalia Theatre; that at said times Gustav Amberg was director of said theatre and had and still has a large interest therein; that during the summer of 1887 said Gustav Amberg was in Europe and deponent represented him in this country; that in or about July 1887 said Amberg cabled deponent to settle the claim of Clara Shulhof against the above named William N. Loew for the insurance monies for which the check described in the indictment herein was given in settlement; that a few days thereafter an interview was had between R.L. Shulhof, the husband of, and representing said Clara Shulhof, Alexander S. Rosenthal, John L. Lindsay, lawyers, and this deponent at the office of said Alex. S. Rosenthal, corner of Bowery & Broome Street, in this city; that at said interview deponent endeavored to settle the claim of said Clara Shulhof and finally offered said R.L. Shulhof twenty-five hundred dollars, the full amount of the insurance monies claimed by her; but said R. L. Shulhof refused saying he wanted \$ 2500.00 the amount of the insurance \$ 500.00 for his lawyer and \$ 300.00 for himself, amounting altogether to \$ 3300.00, which demand ended the in-



0962

interview.

Deponent further says that at the time said interview was had, said Loew was with said Amberg in Europe on business for said Amberg, and subsequently voluntarily and openly returned to this country.

That Mr. Lindsay stated to Mr. Shulhof that said offer was not made to compromise any criminal charge and that such a thing could not be done.

Sworn to before me this  
6<sup>th</sup> day of July 1888.

Alexander Schmale Hermann Chwenberg  
Counsellor of Leeds City, Pa

0963

Court of General Sessions.

The People &c.

vs.

Wm. N. Loew.

City and County of New York. S.S.

Alexander S. Rosenthal, counselor-at-law, being  
duly sworn says that he has read the affidavit of Herman  
Schoenberg hereto annexed; that the statements therein contain-  
ed as to what was said at the interview at deponent's office  
is true, and deponent verily believes the other statements in  
said affidavit to be true.  
Sworn to before me this  
6 day of July 1888.

*Alex S. Rosenthal*

*W. S. (Dec)*

*Notary public*

*N.Y.C.*

0964

Court of General Sessions.

The People &c.

vs.

Wm. N. Loew.

City and County of New York. S. S.

John L. Lindsay, counselor-at-law, being duly sworn  
says that he has read the annexed affidavit of Herman Schoen-  
berg ; that the statements therein contained as to what was  
said at the interview at Mr. Rosenthal's office are true and  
deponent verily believes the other statements in said affid-  
avit are true.

Sworn to before me this  
6 day of July 1888.

*Alex S. Rosenthal*  
*Notary Public*

*My City & Co.*

*John L. Lindsay*

0965

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

.....being duly  
sworn, says that he resides at No. ....Street, in the City of  
New York, that he is.....years of age; that on the.....day of.....  
18....., at Number.....in the City of  
New York, he served the within.....on.....  
the.....by leaving a copy thereof with.....  
.....  
.....

Sworn to before me this  
day of

18 }

N. D. General Sessions

The People of

Plaintiff,

against

William A. Low

Defendant.

Affidavits

HOWE & HUMMEL,

Attorneys for defendant.

87 & 89 CENTRE ST., New York City.

Due and timely service of cop of the within  
hereby admitted

this day of

18

Attorney.

To



0966

At a Court of General Sessions  
held in and for the City and  
County of New York at the  
City Hall of said City on the  
28<sup>th</sup> day of January 1891

Present Hon

Justice

The People of the State of New York  
vs  
William N. Loew

A Judgment having been duly  
made herein June 20, 1888, convicting  
the defendant of Forgery in the second  
degree, whereon he was sentenced to  
State Prison for the term of five  
years, ~~and an appeal having~~  
~~been taken from such~~  
~~judgment and notice thereof served~~  
~~on the District Attorney of the City~~  
~~and County of New York and filed~~  
~~with the Clerk of the Court of General~~  
~~Sessions of the Peace of the City and~~  
~~County of New York) and a certificate~~  
of doubt having been duly  
filed by the Judge who presided  
at the trial herein and an  
application having been made

0967

to this Court by the above named  
defendant to be admitted to bail  
thereupon

It is ordered that the said  
defendant be admitted to bail  
in the sum of Thirty-five  
Hundred Dollars and that the  
said bail may be taken  
before any Judge of this  
Court or Justice of the Supreme  
Court.

Est Rufus B. Downing  
City Judge

Thereby consent to  
the entry of the foregoing order  
J. Lawrence Neale  
District Attorney

Court of General Sessions

New York City

The People

vs

William H. Carter

order fixing bail

on appeal

Striglar & Lister  
attorneys

filed Jan 28/91

0968

COURT OF GENERAL SESSIONS.

-----X-----  
The People &c.

Against

William N. Loew  
-----X-----

City and County of New York, SS:

John Sparks, being duly sworn on his oath deposes and says; that he is and at all times hereinafter mentioned has been Clerk of the Court of General Sessions in and for the City and County of New York; that on the 3rd day of October 1888 judgment sentencing the defendant to imprisonment in the State Prison at hard labor for five years was entered in this Court as of the 26th day of June 1888 upon the verdict of a jury rendered the 26th day of June 1888, convicting the defendant of the crime of forgery in the second degree; that on the 3rd day of October 1888 there was filed in the office of deponent as such clerk as aforesaid, a certificate dated October 1st 1888, signed by the Hon. Rufus B. Cowing, City Judge, and ex officio one of the Judges of this Court, certifying that there was reasonable doubt whether the said judgment and conviction should stand; that in pursuance of said certificate of reasonable doubt the execution of said judgment has been heretofore in all things stayed; that no notice of appeal from said judgment has ever been served upon deponent as such Clerk as aforesaid, nor filed in his office and that the time to appeal from said judgment has long since expired; and further deponent saith not.

0969

Subscribed and sworn to before  
me this 7. day of January 1891.

Rafael P. Downing  
City Judge

*[Signature]*



0970

At a term of the Court of General Sessions of the Peace in and for the City and County of New York, held at the City Hall, the 4<sup>th</sup> day of January 1891,

PRESENT:

Hon. Rufus B. Cowing,  
City Judge.

-----X

The People &c.

Against

William N. Loew

-----X

It appearing from the annexed affidavit of John Sparks entitled herein and verified the 7 day of January 1891, that the defendant has not heretofore served upon the Clerk of this Court any notice of appeal from the judgment entered herein against him on the 3rd day of October 1888, as of the 26th day of June 1888, upon the verdict of a jury rendered the 26th day of June 1888, convicting him of the crime of forgery in the second degree, and that the time to appeal from said judgment has expired.

Now on reading and filing said affidavit and on motion of McKenzie Semple, Esquire, Assistant District Attorney, it is hereby

O R D E R E D, that the stay of proceedings heretofore granted to said defendant by the Hon. Rufus B. Cowing, City Judge by certificate of reasonable doubt, dated the 1st day of October 1888, be and the same is hereby vacated set aside and held for naught.

Ent. *Rufus B. Cowing*  
City Jan 4 1891

0971

*A. G. General Services*

THE PEOPLE OF THE STATE OF  
NEW YORK.

against

*William W. Loew*

JOHN R. FELLOWS,  
DISTRICT ATTORNEY,

No. 32 CHAMBERS STREET,  
NEW YORK CITY

*Filed Jan 7/91*

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

Friend Walsh.

We can only find the  
papers, but no longer tell us  
the admission is in the handwriting  
of the Schwartz.

The Clerk's Office can  
find nothing - In addition  
to believe that the papers have  
been sent to our people  
Horse - and a large number  
will be forthcoming -  
Douglas B. Kedzie  
Telephone can be reached  
Supreme Court building

0973

[illegible]





0975

The error was made in the exclusion of the following question put by the defendant's counsel to Clara Shulhof

Q. I understood you to testify that you gave your husband authority to sign your name and carry on business for you is that so?

THE COURT: The power of attorney shows that.

Mr. LEVIEN: She could have authorized him without the power of attorney: there is nothing in the evidence that this woman <sup>not</sup> may have authorized him to do this. I am asking her if she gave her husband authority; I don't care whether it is in writing or not.

Question ruled out; exception.

The defendant was entitled to show to the Jury, whether Mr. Shulhof, the husband of the complainant had authority from his wife to sign her name.

The authority need not be in writing and it need not be expressly given. The mere fact that the conduct and acts of the party justify a fair inference that such authority was intended to be given is sufficient.

The next question arising is whether it would be an excuse <sup>for</sup> ~~for~~ the defendant, if authorized by Mr. Shulhof to sign the check, although Shulhof's authority did not extend so far as to delegate his right to any other person. That question is a matter for the Jury to determine upon the question of intent, whether the defendant believed he had the authority to sign the name when he did sign it and it is immaterial upon that question ~~as to~~.

0976

whether Mr. Shulhof's authority was to the extent that he could delegate it to another.

If Mr. Shulhof had the authority to sign the name his permitting some one else to go through the mechanical process of writing it, would not be forgery merely because Mr. Shulhof exceeded his authority given him by his wife.

The next error in the exclusion of testimony is the following question put to Mrs. Shulhof on the cross-examination.

Q. Did you on October 5th 1887, before Justice Gorman in the Third District Police Court of the City of New York, testify that you gave your husband power and have instructed him that he could do anything, or authorized anybody to do any business in your name that your husband wanted to?

Objected to.

THE COURT: I will exclude it on the ground that the authority she gave is in writing.

Exception.

This question merely called for a statement made by the witness, which was certainly material for the defendant's case.

The Court excluded the question upon the ground that the authority of the husband was in writing.

The Court therefore labored under a misconception of the question and certainly upon an erroneous interpretation of the law.

The mere fact that the power of attorney is in writing does not show that was the only authority that



0977

the husband had or under which he acted.

The husband <sup>may</sup> ~~must~~ have acted both under the oral authority given him by his wife and the written power at the same time.

In <sup>any</sup> ~~that~~ event the question merely called for a statement made by the witness in the Police Court and the defendant certainly had the right to bring out that statement under cross-examination.

The motion to direct an acquittal appearing on page 12 of the notes should have been granted. The case as it then stood contained merely the admission of the defendant that he signed the check and that the check was payable to the order of Clara Shulhof. In addition to this the case showed that Clara Shulhof authorized her husband to sign the check in her name.

It appears that the Court based the denial of the motion to direct an acquittal, upon the fact that the power of attorney did not authorize Mrs. Shulhof's husband to delegate his power to Loew.

The Court assumed that Mr. Shulhof had authority to sign the check, claiming that the written power of attorney authorized him to do so.

As the case then stood Mr. Shulhof might have exceeded his authority, but the law would indeed be severe if it were held that if the defendant acted upon the authority given him by the agent or attorney of Mrs. Shulhof he was to be held guilty of forgery, simply because that attorney exceeded his powers in delegating the authority for the defendant to act.



0978

Bishop in his work on criminal law says:-

"But the English Courts seem to have laid down the  
"further doctrine, that if the instrument appears on its  
"face, to have been executed by an agent authorized,  
"while in truth he was not so, this apparent agent is not  
"guilty of forgery. Thus, where one asked to have a  
"bill discounted on behalf of Thomas Tomlinson, and the  
"bill not being endorsed, said he had power from Tomlin  
"son to endorse it; whereupon the prosecutor wrote upon  
"it the words, "Per procuration, Thomas Tomlinson"  
"under which the prisoner subscribed his own name; the  
"judges held that he was wrongly convicted of forging it;  
"and that endorsing a bill of exchange under a false  
"assumption of authority to endorse it per procuration,  
"is not forgery, there being no false making" "In the course  
"of the argument, Parke B., put the question to the prison  
"er's counsel, how it would stand if the prisoner had  
"said "I am authorized by Mr. Tomlinson to write his name"  
"and had written it in the presence of the other. The  
"Counsel replied that he would submit, this would be no  
"forgery."

There was lacking in this case at the time this  
motion was made, proof tending to show that the prisoner  
had not the authority of Mr. Shulhof to write the complain  
ants name upon the check and if he had that authority  
~~that~~ the Court subsequently conceded in charging the Jury  
the defendant was certainly entitled to be acquitted  
~~therefore~~ <sup>wherefore</sup> if at the time the motion was made there was  
an omission on the part of the people to show total want  
of authority in the defendant to sign the name, the case

was not made out and the defendant was entitled to a direction for an acquittal.

The next error to which the Courts attention is called is the exclusion of the question put to the defendant on the witness stand, when he was asked as follows:-

Q. Did he authorize you to sign that check?

A. He did.

Q. What did he say?

Question rules out: exception.

The exclusion of this question and a number of other of similar import, we claim is clearly error prejudicial to the defendant.

The defendant was entitled to have the jury know what was said in the conversation when the alleged authority for him to sign the check was given.

A similar question arose in the case of *Parmalee V. The People*, 8th Hun. Page 623 in the Supreme Court at General Term held its exclusion to be error.

The question in that case was put to the complainant as follows:

You are not willing to swear, are you, but from what you did say, he had the right to infer that you gave him authority to use your name?

The District Attorney objected to the question. The Court sustained the objection, and the prisoners counsel excepted.

Mullen P.J.: said. -

0980

To entitle a prisoner to a verdict of not guilty upon an indictment for affixing the name of another person to a written instrument without authority, it is not necessary he should prove express authority to affix the name of such other; it is enough that from the facts proves it is made out that he had fair grounds for considering that he had such authority." (Rex V. Forbes 7 C & P., 224 Reg V. Parish, 8 id., 94; Same V. Beard 1d 142)

In the case last cited Coleridge J. says: If a person had reasonable grounds for believing from the acts of the party that he had authority to accept, and did in point of fact act upon that, it could not be forgery.

The witness declared himself unable to state any part of the conversation in which the father used language which the prisoner might have taken as encouragement that he might use his name; it became proper on cross-examination, to ascertain the degree of confidence he had in the accuracy of his memory, as to the meaning and effect of what he did say in answer to the request to allow the use of his name. In the absence of the language used there was no other way to ascertain what ground the prisoner had for believing he had authority to use his father's name, than by the question put to the witness and which was excluded.

In view of the relation between the prisoner and the father, the inability of the latter to state any portion of the conversation between them, when leave was asked by the former to use the father's name, the question put by the prisoner's counsel on cross-examination was competent and should have been allowed to

0981

be answered.

THE MOTION FOR A NEW TRIAL SHOULD BE GRANTED.

RESPECTFULLY SUBMITTED.

Howe & Hummel,  
of Counsel for defendant.  
87889 Centre Street,  
New York City.



0982

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

.....being duly  
sworn, says that he resides at No. ....Street, in the City of  
New York, that he is.....years of age; that on the.....day of.....  
18....., at Number.....in the City of  
New York, he served the within.....on.....  
the.....by leaving a copy thereof with.....  
.....  
.....

Sworn to before me this  
day of

18 }  
}

N. D. General Sessions

The People

Plaintiff,

against

Wm. N. Low

Defendant.

Brief on Motion  
for New Trial.

HOWE & HUMMEL,

Attorneys for Defendant.

87 & 89 CENTRE ST., New York City.

Due and timely service of cop of the within  
hereby admitted  
this day of 18

Attorney.

To

0983

Third District Police Court.

.....X  
The People &c.,

Clara Shulhof,

-vs-

Wm. N. Loew.  
.....X

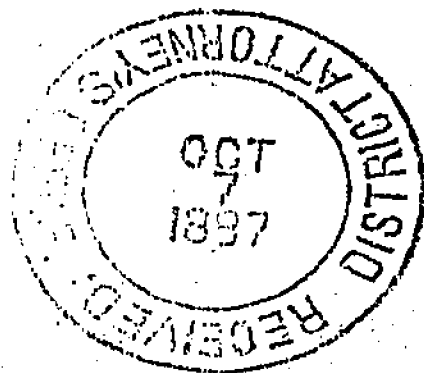
Before,

*German*  
Justice ~~German~~,

October 5, 1887 .

	D.	C.	Re-D.
Clara Shulhof,	--	2	--
Wm. N. Loew,	4	9-20	13
Richard L. Shulhof,	14	17	--
Alexander S. Rosenthal,	23	--	--

-----oOo-----



S. C. & S. H. ORMSBY,  
Law Stenographers,  
52 William St., N. Y.  
Telephone, 797 Law.

0984

3

DISTRICT POLICE COURT.

THE PEOPLE,

vs. COMPLAINT OF

Clara Shuckof

Wm. N. Loew

Examination had

Oct 5 1887

Before

John J. Gorman Police Justice.

I, Walterman L. Ormsby Stenographer of the 5<sup>th</sup> District Police

Court, do hereby certify that the within testimony in the above case is a true and correct copy of

the original Stenographer's notes of the testimony of

Clara Shuckof  
Wm. N. Loew, Richard L. Shuckof, Alexander S. Rosenfeld

as taken by me on the above examination before said Justice.

Dated

Oct 6 1887

Walterman L. Ormsby  
Stenographer.

John J. Gorman  
Police Justice.

Defendant further admits that he received

GLUED PAGE

0985

1

Third District Police Court .

.....X  
The People &c.,

Clara Shulhof,

-VS-

Wm. N. Loew.  
.....X

Examination Before Justice Gorman.

October 5, 1887.

APPEARANCES.

For the People, Mr. Newcomb.

For the Defendant, Mr. Johnson.

Defendant admits receiving a check from Mr.  
R. D. Alliger dated June 14th, 1887, payable to the order  
of C. Shulhof, for \$1750.

Defendant admits receiving said check from  
Mr. Alliger, agent of the British America Assurance Company,  
in settlement of the claim of loss and damage by fire on  
property on which an action had been brought by Mr. Loew  
as Attorney for Mr. Shulhof.

Defendant further admits that he received



0986

2

from the proceeds of said check from Lawrence, Frazier & Co. Bankers, the sum of \$1750.

Clara Shulhof, the complaining witness, being cross-examined on her affidavit, by defendant's counsel, deposes and says:

Q. Where do you reside? A. 433 East 79th Street.

Q. Do you know Mr. Loew? A. He has been pointed out to me and I recognize him as here present.

Q. Did you have any conversation with him? A. Never.

Q. Did you ever effect a policy of insurance upon any goods of yours? A. My husband did for me.

Q. Did you pay any money to anybody for those goods?

Objected to. Objection sustained. Exception.

Q. Do you know from whom you got those goods?

A. Objected to. Objection sustained. Exception.

Q. Did you retain any body to sue upon the policy?

A. I do not know anything of it.

Q. Did you not refer the whole transaction to the care of your husband? A. The whole matter, yes.

Q. Whatever he directed to do was right? A. Yes.

Q. Did you ever get \$100 from the defendant on account

0987

3

of this policy a few days before Mr. Loew went to Europe?

Objected to.

A. We did not get any part payment of the policy, but my husband got \$200 on account of other transactions that he had with him.

Q. Was not your husband an insolvent at that time?

Objected to. Objection over-ruled.

A. At that time not, but he made an assignment in December.

Q. What time did you get this \$200? A. I do not remember exactly.

Q. Was it not after December? A. Of course after December.

Q. Was it not after the suit about the fire insurance had been brought? A. I do not know exactly whether the companies had been sued.

Q. Did you not get it in the shape of a check sent by Mr. Loew payable to your order? A. Yes, my husband did get it.

Q. Did you endorse it? A. I cannot recollect.

Q. Did you not write your name on the check? A. I do not remember exactly.

Q. Did you ever endorse a check about this time?

A. I did not but my husband endorsed checks for me.

0988

4

Q. Did you ever endorse or sign any checks? A. No, never.

Q. Your husband had full power to sign your name or to endorse any check, did he not, since December? A. Yes.

Q. Did you give him power, did you instruct your husband that he could do anything or authorize anybody to do any business in your name that he wanted? A. Yes.

WILLIAM N. LOWE, the defendant, being duly sworn as a witness in his own behalf, deposes and says:

Q. Where do you reside? A. 45 Park Avenue. I am an attorney and counsellor-at-law.

Q. How long have you been so? A. Since 12/1.

Q. Are you acquainted with Mrs. Shulhof, the complainant? A. I am more personally acquainted with her husband. I am intimately acquainted with her husband, I know her.

Q. You were assignee for Mr. Shulhof, were you not? A. Yes.

Q. For what? A. For the benefit of the creditors of Mr. Shulhof.

Q. Mr. Shulhof assigned what property to you? A. The identical property upon which this insurance claim was based.

Q. What became of that property?

0989

5

Objected to. Objection over-ruled.

A. I assigned it to Mr. Kraus. I sold it to Mr. Kraus, and Mr. Kraus, he sold it to Mrs Shulhof.

Q. Was there any money given for it?

Objected to.

A. None whatever.

Q. What was the consideration that you sold it for?

Objected to. Objection over-ruled.

A. I received no consideration whatsoever except satisfaction pieces from certain preferred creditors.

Q. How soon after that did this fire take place?

A. I do not know.

Q. Did a fire take place? A. Within the next sixty days, I believe, after the transfer of the property a fire occurred, I cannot tell the exact date.

Q. Was there insurance on it? A. There was.

Q. For how much? A. For \$2500.

Q. Were you retained as attorney for Mrs. Shulhof to collect that insurance? A. After the sixty days had expired, within which the proof of loss had been submitted, I was retained, early in June with full authority from Mr. Shulhof to sue or collect or to compromise or to do anything



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that I thought best and proper to secure her interest.

Q. Do I understand you to say you had authority to compromise? A. Yes, authority to compromise and authority to collect.

Q. Was that a verbal agreement? A. It was a verbal agreement.

Q. Was there a suit commenced? A. I began a suit in the Court of Common Pleas and served a summons.

Q. On the authority of whom? A. On the authority and with the knowledge and consent of Mr. Shulhof.

Q. And under his direction? A. And under his direction and I settled the claim for \$1750.

Q. Did you receive a check for it? A. I did, the identical check in question in this case.

Q. Did you tell him you had received it? A. I did sir, I told Mr. Shulhof.

Q. State what you said. A. I told Mr. Shulhof sometime in the middle of June that I was about to compromise with the insurance company, I believed I would be able to get \$2000, and I am almost sure that I will get \$1750 that I had negotiated with Mr. Alliger and Mr. Shulhof then said to me to go on and make the compromise in the best way I could,

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to get \$2500 if I could, to get \$2000 if I could not get \$2500, or to accept \$1750 if I could not get more, but to be as quick as possible about it.

Q. After receiving the money did Mr. Shulhof call on you for any part of it? A. I had been ~~mak~~ making preparations to go to Europe. I went to Europe at the request of Mr. Amberg. I expected to be able to go on the 15th of June. I told Mr. Shulhof that I had received a draft which I would have to exchange for a check for this \$1750, and Mr. Shulhof requested me to give him some money in advance. I said that I had not got the money then, but that I would get the draft and get it cashed. He said <sup>to</sup> let him have \$200 at least. He said "I must wait for the balance of the money until you return. In the meantime I will see the general creditors and arrange with them". I said "I will give you a check and leave money enough in the bank for you to get it in a few days". I anti-dated the check for two days so as to give a chance to exchange the draft for the check. When I gave the check to Mr. Shulhof I told him that it must not be presented for several days.

Q. Did you tell him why you would not pay the whole?

A. I told him distinctly and frankly that I declined to pay

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I him over the money on account of my being assignee for the benefit of the creditors, and that this matter must be settled for the creditors, that the assignment must be closed in a business like and professional manner. He assented to take \$200 on account. I told him that if the \$200 were needed for the benefit of the general creditors that I should insist upon him retaining it, that it should be considered a loan to her only, that if after the settlement with the general creditors this \$200 was not required, she was welcome to the money.

Q. Was anything said about signing this check mentioned in this complaint? A. Mr. Shulhof told me "Mr. Loew, you have been my assignee, you have got me out of trouble, and I have implicit faith and confidence in you, do all, everything, sign checks, drafts, papers, whatever you need, for me."

BY THE COURT: Q. Was Mr. Shulhof present when you endorsed this check? A. I believe he was, I am not sure, I am almost positive that he was present when I endorsed the draft.

Q. You originally received a draft from Mr. Alliger for \$1750? A. Yes.

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Q. The object of changing the draft for the check had no reference to Mr. Alliger at all? A. No, sir. It was a matter of convenience to us..

Q. Is there anything else you would like to say?  
A. As soon as I heard of this proceeding, by cable, I returned word that I was coming home. I have the cablegrams here in my hand, and when I returned home, I communicated with Mr. Newcombe and with the Insurance Company and with the bank, in relation to the proceedings taken against me., and I have Mr. Newcombe's letter here, and I can show that Mr. Shulhof asked me \$3300 for the settlement of this case.

Q. When you discontinued the suit you did it at Mr. Shulhof's direction? A. Yes.

CROSS-EXAMINED BY MR. NEWCOMBE:

Q. You are a lawyer? A. Yes.

Q. You claim that you had a right to keep the money you received from the Insurance Company for the benefit of the general creditors, I understand you claimed that right?

A. Yes.

Q. What did you realize by the sale of the property?

A. I did not realize a cent.

Q. Did you not have some goods? A. I did.



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Q. How much was it worth? A. I do not know. About \$8000.

Q. Was it covered by preferences? A. I do not think it is all covered.

Q. You subsequently sold to whom? A. To Mr. Kraus.

Q. How much did he pay you? A. Not a cent.

Q. Did you make a bill of sale? A. I did.

Q. That is in your handwriting? A. It is.

Q. Well, you sold all the stock, did you? A. I did, to Mr. Kraus, and Mr. Kraus sold to Mrs. Shulhof and I drew both bills of sale.

Q. Had you any transactions previously with Mr. Shulhof? A. None except when I became assignee.

Q. Did you realize anything for yourself in that matter of the assignment? A. I did.

Q. How much? A. I do not know.

Q. About how much? A. It was more than a hundred dollars and less than a thousand, I do not think it was \$500.

Q. Where did you get the money? A. At the time the assignment was made I took possession of a hundred odd dollars -- \$114 or 116 that was in the bank -- that was money I kept for the payment of advertising &c.

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Q. Prior to that you had no transactions with Mr. Shulhof, did you? A. Never.

Q. When was this assignment made? A. I believe it was in December or January, I do not know. I cannot tell.

Q. Will you say it was before Christmas of last year? A. I am not sure of that, it was last winter.

Q. Did Mr. Shulhof lend you \$350? A. Never in my life a cent.

Q. Will you swear that the endorsement is in your handwriting? (Papers shown) A. Yes, that's in my handwriting.

Q. Didn't Mr. Shulhof give you \$350 or loan it to you on December 18th, 1886? A. Never in his life lent me a dollar.

Q. Never did? A. Never did.

Q. Was it not in that matter of \$350 that you paid him this \$200 that you have spoken of? A. No, sir; it was not.

Q. You never saw that check before did you? (Check shown) A. I did.

Q. You say that Mr. Shulhof gave you authority to accept this \$1750 in settlement of this claim? A. Yes, sir.

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Q. Where did you see him? A. In my office.

Q. At what time? A. It was sometime in the month of June, a few days before I left.

Q. Of this year? A. Of this year.

Q. What did you say to him? A. I said to him that I had settled with the insurance company and that I had received a payment ~~in~~ ~~xxxx~~ of and I believed it a favorable settlement.

Q. Was Mr. Shulhof present when you <sup>did</sup> accept this money?

A. He was not present.

Q. Will you swear that Mr. Shulhof knew that you ever collected this money at any time? A. I told him that I had received this money.

Q. Where? A. I told him in my office.

Q. At what time? A. It was I believe on the 13th I told him -- the 13th 14th or 15th, one of those three days.

Q. Did you not before you left for Europe, send a letter to Mr. Shulhof, asking him to give you power to collect?

A. I did not.

Q. Did you not ask Mr. Shulhof for a power of attorney? on a number of occasions, to collect for him? A. I did not

Q. Did you ask Mrs. Shulhof? A. I understood that she had written a power of attorney for her husband.

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Q. Did you not receive a letter from Mr. Shulhof the day you were sailing for Europe, stating that he would like to talk with you, and would like to know what you were doing in this case? A. No, I did not; he knew that I had settled, I told him myself.

RE-DIRECT: BY MR. JOHNSON:

Q. How do you explain that check which complainant's counsel has shown you? A. I received this check from Mr. Shulhof prior to the assignment, not as a loan, but as a retainer for attorney and assignee, and \$100 out of that \$350 to be paid to Mr. John L. Lindsay.

Q. What did you do with it? A. The \$250 I deposited to the credit of the assignment. That is the \$200 I mentioned I received at the time of the assignment, I thought I received it from Stein & Co. but I never borrowed from Mr. Shulhof a cent.

The check was read in evidence, dated December 12, 1886, on the Bowers National Bank, for \$350, signed Richard L. Shulhof, and endorsed William N. Loew.

Q. Was any release given except by Mr. Kraus? A. When I sold his property in question to Mr. Kraus I had gone around with Mr. Shulhof to all the preferred creditors, and



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all had given me releases.

Q. Nothing was given for those releases? A. Nothing.

RICHARD L. SHULHOF, being duly sworn as a witness for the people, deposes and says:

Q. Where do you live? A. 458 East 79th Street.

Q. What is your business? A. I ~~xxxxxx xxxxx xxxxxx~~ conduct a fur manufacturing business.

Q. How old are you? A. 33 years.

Q. Are you the husband of the complainant? A. Yes, sir.

Q. Do you know the defendant, Mr. Loew? A. Certainly.

Q. Did you have any business with him? A. I did.

Q. Did you retain him as attorney for you to prosecute a claim against the British American Assurance Company?

A. Yes, sir.

Q. About what time did you engage him? A. About the 5th or 6th of June.

Q. What was the claim he was to collect? A. \$2500. insurance.

Q. Did you ever arrange with Mr. Loew to settle with the company on any basis other than that amount? A. Never. He wrote me a letter that I should go see him, and I went, and he said Mr. Shulhof, I have got a chance to settle with

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the company for \$2000.

Q. Did you authorize him to settle it that way?

A. No, I said if he didn't get \$2500 not to settle.

Q. Did you ever authorize him to accept \$1750?

A. I never did.

Q. Did he ever tell you that he had collected the money from the company? A. No, sir.

Q. Did Mr. Loew at any time borrow any money from you?

A. He didn't borrow any money, he took it.

Q. Where did he take it from -- how? A. On the day of my assignment he took \$350 out of the bank.

Q. Did you draw a check for that amount for him?

A. Yes.

Q. Did you receive that money back? A. No, sir.

I got back \$50 at one time, and then afterwards he paid me \$200.

Q. When did he pay that \$200? A. On the 15th day of June, he paid \$200 by check.

Q. Was that payable to the order of Mrs. Shulhof?

A. I suppose it was Mrs. Shulhof, I cannot remember.

Q. Did you authorize Mr. Loew as attorney for your wife or otherwise, to endorse the name of your wife on that check?

A. No, sir, I forbade him to settle. I forbade him.

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Q. Did Mr. Joew at any time request of you a power of attorney from you or your wife? A. Yes, sir. On the same day that I got this letter to come to his office.

Q. What day? A. June 8, 1897, I came there. He said "Mr. Shulhof, Mr. Woodbridge was here just as you came." He asked for a power of attorney and I said I will get one and I asked what kind of a power of attorney it should be, and he said "Just a legal power of attorney".

Q. What did he want of X it? A. He said it was all right, and I said if there was nothing bad or detrimental about it that I would give it to him. He said he would write it and send it up on Saturday. Well, he did not come on Saturday, and I was just near my house and I saw Alexander Schwab going in my house but it was closed, and I went and ~~sat~~ towards him, and he said I have got here some papers for you, Mr. Shulhof, and he gave me these papers.

Q. What were they? A. Powers of attorney.

Q. For what purpose? A. For me and my wife to sign them.

Q. Did you and your wife sign them? A. No, sir.

Q. You refused to sign them? A. Yes, sir.

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CROSS-EXAMINED BY MR. JOHNSON:  
know

Q. Do you know Alexander Schwab? A. I do not know that I would recognize him now, I saw him once.

Q. Do you remember Mr. Schwab calling to see you?

A. On Saturday, about eight days before Mr. Loew departed for Europe.

Q. Did you not take a power of attorney from Mr. Schwab, and say you would have it signed when your wife came in, and bring it out? A. No, sir, that I did not say.

Q. Was not this \$350 in the bank at the time of the assignment, in your name? A. It was.

Q. Was that to belong to the assignee or the creditors?

A. I guess Mr. Loew wanted to steal them.

Q. And you wanted to help Mr. Loew? A. I didn't intend to help him steal but he asked what money have you got in the bank and I said about \$600 and I owe my wife \$400, and he said you can pay your wife at once, but it won't look well before the creditors to draw all the money from the bank, so draw some and pay it over to your wife, then I drew this check for \$350, and Mr. Loew took it and went to the bank to draw the money, and said I should go after him, but when I came to the bank, Mr. Loew had gone already.



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Q. Were you in need of money at the time you made the assignment? A. Certainly.

Q. Did you not apply to Mr. Loew for money from time to time? A. Yes, more than a hundred times.

Q. Did you not know that your wife got the assignment of this property without Mr. Loew receiving any money?

objected to.

A. She has paid for it.

Q. What did she pay? A. Money.

Q. In check or money? A. I suppose in money.

Q. To Mr. Loew? A. To somebody.

Q. Did she pay Loew any money for the goods? A. She paid Mr. Kraus.

Q. Did Mr. Kraus pay Mr. Loew? A. At the time the transaction was to be passed. I suppose so.

Q. Did you ever retain Mr. Loew to sue for your wife?

A. To sue, I did.

Q. Did you not know that the only consideration paid for this property was the release by the preferred creditors?

A. Yes.

Q. Were they paid a cent, any of them? A. Every one was paid.

Q. How? A. In money.

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Q. Was not the preferences as much as several thousand dollars? A. From two to three thousand dollars.

Q. Did you pay that money, or did your wife? A. I did not, I had no property.

Q. Did you know Mr. Lindsay? A. Yes.

Q. And Mr. Rosenthal? A. Yes.

Q. And Mr. Schoenberg? A. No.

Q. Did you ever tell all these gentlemen that you would settle with Mr. Loew for \$300 cash, and \$300 to pay your attorney, and that you did not wish to prosecute? A. Not that way.

Q. Did you not say that you would settle for \$2300 and \$500? A. Not at all.

Q. In what way did you tell them? A. To pay for the trouble and expense and all that it would take \$3300 to make up ~~for~~ all expenses.

Q. You said that to them? A. I say it now.

Q. When was that assignment dated? A. December 15, 1886.

Q. This check is dated June 10? A. It is dated ahead three days.

Q. The power of attorney from Mr. Shulhof to Mrs. Shulhof is dated? A. December 22, 1886.

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The assignment is introduced in evidence, <sup>by defendant</sup> and marked Exhibit A, October 5, 1887, O. Jr.

Check of June 16, introduced in evidence, <sup>by defendant</sup> and marked Exhibit B, October 5, 1887, O. Jr.

The power of attorney from Mrs. Shulhof to Mr. Shulhof, is introduced in evidence by defendant, and marked Exhibit C, October 5, 1887, O. Jr.

Letter of September 17, 1887, by Mr. J. L. Lindsay to Mr. Loew, introduced in evidence by defendant, and marked Exhibit D, October 5, 1887, O. Jr.

Letter of Mr. Newcombe in reply, dated Sept. 19, introduced in evidence by defendant, and marked Exhibit E, October 5, 1887, O. Jr.

W M. N. L O E W, re-called, ~~Exx~~ for cross-examination.

Q. How did you settle with the company? A. I discontinued the suit.

Q. Entered a formal order of discontinuance? A. Yes.

Q. Did you receipt for the money in your own name?

A. I did not.

Q. In whose name did you receipt? A. In the name of Clara Shulhof.

Q. Did you sign your name as attorney for her? A. I

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did not, to the best of my recollection.

Q. You gave a receipt in duplicate to the Insurance Company? A. Yes.

Q. How were those receipts signed? A. C. Shulhof  
W. N. Loew, witness.

Q. Not as attorney? A. As witness.

Q. You signed her name and then put as witness, your own name? A. I believe I did.

Q. Look at the different styles of writing on the endorsement of the check in this case, and do they correspond in any particular? A. Well, that I explained this way: I had told Mr. Shulhof that I had received a draft and then afterwards I told him that I had received this money.

Q. I ask if the handwriting is alike in any particular as endorsed on the back of this check? A. C. Shulhof was signed by me. Then Mr. Shulhof having been informed of the fact that I had signed it, he had told me I could sign for his wife.

Q. What was the occasion of signing your own name? A. I had signed it for her. He authorized me to sign her name. That's the way there came two signatures to the receipt.



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Q. Did you sign these two signatures at the same time?

A. I do not think I did at the same time, I am almost positive I did not.

Q. What was the occasion of your putting or signing your name as witness to the signature? A. I believe that was a slip of the pen.

Q. Is it not fact that Mr. Alliger requested you to sign that in such a manner as it is? A. I believe it is very possible that I signed it after and I took it to Mr. Alliger.

Q. You had Mr. Shulhof's authority to sign it? A. Yes. Mr. Alliger had asked me if I had signed for Mr. Shulhof, and I told him yes, and that is the reason I put my name on

Q. What was the occasion of your signing the name C. Shulhof with small ~~xxxx~~ letters and your own different?

A. They are both in my handwriting.

Q. Did he not request you to have Mrs. Shulhof sign in person? A. I had this power of attorney and I had this authority.

Q. Is that your ordinary handwriting? A. Yes.

Defendant offers in evidence two receipts in duplicate, marked respectively, Exhibits F and G, October 5, 1887, C. Jr.

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Q. Were you ever indicted? A. Never.

Q. Were you ever arrested in a civil transaction for retaining money? A. I was not.

Q. Were you ever disbarred? A. I was not.

ALEXANDER S. ROSENTHAL, being duly defendant sworn and examined as a witness for the ~~prosecution~~, deposes and says:

Q. Are you a counsellor-at-law? A. I am.

Q. Where do you live? A. 300 East Broadway.

Q. What is your age? A. 31.

Q. ~~you ask him~~ Do you know Mr. Shulhof?

A. I do.

Q. Did you ever have any business conversation with him?

A. Yes, sir.

Q. Where? A. At my office ~~25 Broome St~~ 153 Bowery New York, corner of Broome Street.

Q. Who was present? A. Mr. Schoenberg, Mr. Lindsay, and myself.

Q. What was the conversation? A. It was as to looking into the equities of his claim which he claimed to have against Mr. Loew, and it was for that purpose these people were at my office.

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Q. Were you retained at that time? A. No, I was not.  
they your

Q. How did ~~xxx~~ come to go to ~~xxxxx~~ office? A. I told  
them they could come into my private office and discuss the  
matter. I was busy at my desk and heard everything pertain-  
ing to the conversation, but took no active part.

Q. What was the conversation? A. Mr. Shulhof stated  
in substance that he wanted to settle this case for \$2800  
in cash. Shulhof said that in the presence of Schoenberg  
and Lindsay, that he wanted \$2800 in cash, and \$500 se-  
cured, I think he suggested a note, and endorsement.

Defendant held to answer \$2000 bail.

---000---

1009

The People

vs.

Wm. McDowell



1010

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 N. Sauer

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

— William N. Sauer —

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

The said William N. Sauer,

late of the City of New York, in the County of New York aforesaid, on the  
fourteenth day of June, — in the year of our Lord  
one thousand eight hundred and eighty-seven, at the City and County aforesaid,  
having in his custody a certain instrument and writing, to wit: an  
order for the payment of money of  
the said called Santa Ines, —  
which said Santa Ines — is as follows, that is to say:

No. 802. New York June 14th 1887  
The National State of Santa Ines  
Pay to the order of R. S. Mullins  
Seventeen hundred and fifty # 1750.00  
A. D. Miller

the said William N. Sauer, —  
— afterwards, to wit, on the day and in the year  
aforesaid, with force and arms, at the City and County aforesaid, feloniously did forge,  
and cause and procure to be forged, and willingly act and assist in the forging on the  
Santa — of the said Santa Ines —  
a certain instrument and writing commonly called an endorsement which said forged  
instrument and writing, commonly called an endorsement is as follows: that is to say,

" R. S. Mullins "

with intent to defraud, 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.

1011

SECOND COUNT:

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

- William W. Sears -

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

The said William W. Sears,

late of the City and County aforesaid, afterwards, to wit, on the day and in the year aforesaid, at the City and County aforesaid, having in his possession a certain instrument and writing, to wit: an order for the payment of money of the kind called Santa Ineague -

which said Santa Ineague is as follows, that is to say:

No. 802 New York June 14<sup>th</sup> 1887  
The National Trust & Security Santa  
Pay to the order of R. S. Smith  
Twenty hundred and fifty \$100 Dollars  
\$1750 # R. S. Smith

on the Santa of which said Santa Ineague there was then and there written a certain forged instrument and writing, commonly called an endorsement of the said last-mentioned Santa Ineague which said forged instrument and writing, commonly called an endorsement is as follows, that is to say: "R. S. Smith" -

with force and arms, the said forged endorsement then and there feloniously did utter, dispose of and put off as true, with intent to defraud, the said William W. Sears, then and there well knowing the premises, and that the said endorsement was forged, 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.

10 12

**BOX:**

279

**FOLDER:**

2676

**DESCRIPTION:**

Lovell, John

**DATE:**

10/11/87



2676

10 13

Witnesses:

*Jose A. Braddock*

*Officer Crowley*

Counsel,

Filed

Pleads

1887

THE PEOPLE

vs.

*John Lovell*

Grand Larceny in the 3rd degree.  
(MONEY)  
(Sec. 528 and 537, Penal Code.)

RANDOLPH B. MARTINE,  
District Attorney.

*Oct 13 1887*

*Oct 13/87*

**A TRUE BILL**

*I find Guilty  
S. P. Swafford & Co.*

*J. M. [Signature]*

Foreman.

*Oct 21<sup>st</sup>*

*G.S.A.*



1014

Police Court—1st District.

Affidavit—Larceny.

City and County } ss.  
of New York,

of No. 14 Park Place James Braddick  
occupation Salesman 22 years,  
being duly sworn

deposes and says, that on the 4th day of October 1887 at the City of New  
York, in the County of New York, was feloniously taken, stolen and carried away from the possession and

person of deponent, in the day time, the following property viz:

Good and lawful money of the United  
States of divers denominations consisting  
of one fifty dollar bill one twenty dollar  
bill six five dollar bills & two single dollar  
bills together of the amount and of  
the value of One Hundred and  
two 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

John Lovell (nowhere)  
from the fact that at about the hour  
of four o'clock & thirty minutes P.M.  
while deponent was standing in a crowd  
in the Jerome Park Race Track and  
the defendant stood alongside deponent  
on his deponent's right side and deponent  
noticed the defendant pressing against  
him deponent and deponent immediately  
missed the aforesaid money from his deponent's  
right hand side vest pocket worn by  
deponent as a portion of deponent's daily  
clothing and deponent is informed by  
Officer Michael Crowley of the Central  
Office that he found the aforesaid money

Sworn to before me this

1887

Police Justice

10 15

Here shown in Court and of the same  
denominations described by deponent  
lying on the ground between the defendant  
and deponent. Wherefore deponent  
prays that the said defendant  
may be dealt with as the Law directs  
Sworn to before me  
this 5<sup>th</sup> day of October 1887

Jesse B. Braddick.

Sam'l C. Ruffin Police Justice

10 16

CITY AND COUNTY }  
OF NEW YORK, } ss.

aged 38 years, occupation Police Officer of No. Central Office Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Jesse A. Braddock

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

Sworn to before me, this

day of

188

Michael Crowley  
Police Justice



1017

Sec. 198-200.

CITY AND COUNTY }  
OF NEW YORK, } ss.

District Police Court.

*John Lovell* 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.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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.*  
*John Lovell*

Taken before me this

day of

*John*  
188

*David C. McKeever*  
Police Justice



10 18

*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*  
*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*.....

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*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.*

10 19

#113  
Police Court District 1628

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*James A. Braddish*  
14 vs *Park Place*  
*John Lowell*

*James A. Braddish*  
Office

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 *Oct 5<sup>th</sup>* 188

*O'Reilly* Magistrate.

*Samuel J. McQuinn* Officer.

*C. O.* Precinct.

Witnesses *Call the Officers*

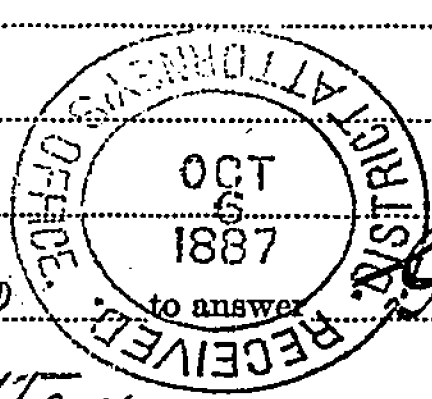
No. \_\_\_\_\_ Street.

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

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

\$ *100.00* to answer

*Guinn, etc.*



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**Court of General Sessions of the Peace**

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

*John S. S. S.*

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

*John S. S. S.*

of the crime of GRAND LARCENY IN THE *second* DEGREE, committed as follows:

The said *John S. S. S.*

late of the First Ward of the City of New York, in the County of New York, aforesaid, on the  
*fourth* day of *October*, in the year of our Lord one thousand  
eight hundred and eighty *seven*, at the Ward, City and County aforesaid, with force and arms,  
in the *day* time of the same day, *one* promissory note 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 — ; *one* promissory note 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 — ; *six* 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* ; *one* promissory note 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 — ; *two* 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* ;  
*one* promissory note 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 — ; *one*  
promissory note 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 — ; *six* 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* ; *one* United States Silver Certificate of the

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denomination and value of twenty dollars            ; ~~one~~ <sup>Twenty</sup> United States Silver Certificate, of the denomination and value of ~~ten~~ <sup>Twenty</sup> dollars            ; ~~six~~ <sup>Twenty</sup> United States Silver Certificate of the denomination and value of five dollars ~~each~~ ; ~~one~~ <sup>Twenty</sup> United States Silver Certificate of the denomination and value of two dollars            ; ~~Two~~ <sup>Twenty</sup> United States Silver Certificate, of the denomination and value of one dollar ~~each~~ ; ~~one~~ <sup>Twenty</sup> United States Gold Certificate of the denomination and value of twenty dollars            ; ~~one~~ <sup>Twenty</sup> United States Gold Certificate of the denomination and value of ~~ten~~ <sup>Twenty</sup> dollars            ~~of six~~ <sup>Twenty</sup> United States Gold Certificate of the denomination and value of five dollars ~~each~~ ; ~~and divers coins, of a number, kind and denomination to the Grand Jury aforesaid unknown, of the value of~~

of the proper moneys, goods, chattels, and personal property of one Jesse A. Braddick, ~~by the person of the~~ <sup>paid Jesse A. Braddick</sup>, then and there being found, ~~from the person of the paid Jesse A. Braddick~~, 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.



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END OF  
BOX