

0008

BOX:

486

FOLDER:

4431

DESCRIPTION:

Nachtnebel, Otto

DATE:

06/02/92



4431

Witnesses:

[Handwritten signature]

11
Filed by Lancelotti

Counsel,

Filed, 2 day of June, 1892

Pleads, *Magally* 11

THE PEOPLE

vs.

B
Otto Nachtrebel

VIOLATION OF EXCISE LAW.
(Keeping Open at Unlawful Hours)
[Ill. Rev. Stat. (7th Edition), page 1889, Sec 5.]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

John C. Catron

Foreman.

[Faint handwritten text]

[Faint handwritten text]

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Otto Nachtnebel

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

Otto Nachtnebel

of the crime of KEEPING OPEN, BETWEEN THE HOURS OF ONE AND FIVE O'CLOCK IN THE MORNING, a place licensed for the sale of strong and spirituous liquors, wines, ale and beer, committed as follows:

The said

Otto Nachtnebel

late of the City of New York, in the County of New York aforesaid, on the day of January in the year of our Lord one thousand eight hundred and ninety-one, being then and there in charge of and having the control of a certain place there situate, which was then duly licensed as a place for the sale of strong and spirituous liquors, wines, ale and beer, with force and arms, at the City and County aforesaid, the said place so licensed as aforesaid unlawfully did not close and keep closed between the hours of one and five o'clock in the morning of the said day, and between the said hours of the said day, to wit: at the hour of two o'clock in the morning of the said day, the said place so licensed as aforesaid unlawfully did then and there open and cause and procure, and suffer and permit, at the time aforesaid to be open and to remain open, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

DE LANCEY NICOLL, District Attorney.

0011

BOX:

486

FOLDER:

4431

DESCRIPTION:

Nefegen, Max

DATE:

06/02/92



4431

328

ordered

Court of Oyer and Terminer.

Witnesses:

Counsel,

Filed, 2 day of June 1892

Plaintiff vs. Defendant
Sassaparilla for the Cure of Rheumatism

Part 2... from 18 1893
THE PEOPLE

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

vs.

B
Mar Hegegen

General Counsel
June 28 1892

DE LANCEY NICOLL

District Attorney.

A TRUE BILL.

[Signature]

Foreman.

0013

Court of Oyer and Terminer

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Max Refegen

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

The said Max Refegen

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

George Bullum

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

SECOND COUNT—

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

Max Refegen

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

The said Max Refegen

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

DE LANCEY NICOLL,
District Attorney.

0014

BOX:

486

FOLDER:

4431

DESCRIPTION:

Nellis, Harry

DATE:

06/07/92



4431

Witnesses:

Off Golden

#41

Counsel,

Filed

Pleads,

June 1892

THE PEOPLE

vs.

Harry Mellin

Grand Larceny, Degree 1
[Sections 828, 829, 830, 831, 832 Penal Code.]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

James Higgins

Foreman.

James Higgins

James Higgins

Elmer Hef

BBH

CITY AND COUNTY OF NEW YORK, ss.

1897

John E. McLean

aged 27 years, occupation *Teacher*

1786 *Brooklyn* Street, being duly sworn, deposes and

says, that he has heard read the foregoing affidavit of *John A. Bangs*

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

knowledge.

Sworn to before me, this

day of *June* 1897

John E. McLean
Police Justice.

John A. Bangs

Police Court 5 District. Affidavit—Larceny.

City and County }
of New York, } ss:

John A. Bergen
of No. New Brunswick New Jersey Street, aged 27 years,
occupation Bicycle Dealer being duly sworn,

deposes and says, that on the 2 day of June 1892 at the City of New Brunswick Madison State of New Jersey
New York, in the County of New York, was feloniously taken, stolen and carried away
from the possession of deponent, in the day time, the following property, viz:

One Bicycle No 24762
the
value of about seventy dollars

\$70.00
75

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 Harry Nellis (prisoner)

from the fact that on said date said defendant came to deponent's place of business in New Brunswick New Jersey and said said Bicycle from deponent for the day paying therefor the sum of One dollar, and said defendant was to return said property to deponent the next day. Said defendant has since failed to return said property to deponent. Deponent is informed by John C. Mc Lane of 1786 Broadway that the said defendant came to his place of business at said address and offered said said Mc Lane a Bicycle No 24762.

Sworn to before me, this 1892 day of June

Police Justice.

Said Mr. Lane caused the arrest of said
defendant by Officer William Golden of the
22 Precinct. Said defendant admits
and confesses that he did take
and carry away said property. Defendant
identifies said Bicycle offered for sale to said
Mr. Lane by the description and number
thereof as the property taken stolen
and carried away from defendant's possession

Seen & before me this }
5th day of June 1892 }

John J. [Signature]
Police Justice

Sec. 198-200.

District Police Court.

CITY AND COUNTY } ss.
OF NEW YORK, }

Harry Nellis 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. *Harry Nellis*

Question. How old are you?

Answer. *21 Years*

Question. Where were you born?

Answer. *New York*

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

Answer. *East 66 Street.*

Question. What is your business or profession?

Answer. *Cabinet Maker*

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 guilty*

Harry Nellis

Taken before me this
day of *September*
1892

Police Justice.

0020

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 Admission

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

Dated June 5 1892 John Ryan Police Justice.

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

Dated _____ 18 _____ Police Justice.

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

Dated _____ 18 _____ Police Justice.

Police Court--- District. ⁶⁷³

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John A. Bengue
New Brunswick St.
Larry Wells
2.....
3.....
4.....
Offence *Larry Wells*

BAILED,

No. 1, by
Residence Street.

No. 2, by
Residence Street.

No. 3, by
Residence Street.

No. 4, by
Residence Street.

Dated *June 5* 1892
Ryder Magistrate.
Mr. Greder Officer.
22 Precinct.

Witnesses *John A. McLane*
No. *1786 Broadway* Street.
All Officers

No. Street.

No. *500* Street.

\$. *500* to answer *L.A.*



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

THE PEOPLE OF THE STATE OF NEW YORK
against
Harry Nellis

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

Harry Nellis
of the CRIME OF GRAND LARCENY IN THE *second* DEGREE, committed
as follows:

The said *Harry Nellis*

late of the City of New York, in the County of New York aforesaid, on the *2nd*
day of *June* in the year of our Lord one thousand eight hundred and
ninety-*two* at the City and County aforesaid, with force and arms,

*one bicycle of the value
of seventy dollars*

of the goods, chattels and personal property of one *John A. Bergen*

then and there being found, then and there feloniously did steal, take and carry away, against
the form of the statute in such case made and provided, and against the peace of the People
of the State of New York and their dignity.

SECOND COUNT—

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

Harry Nellis

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

The said

Harry Nellis

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

*one bicycle of the value
of seventy dollars*

of the goods, chattels and personal property of one

John A. Bergen

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

John A. Bergen

unlawfully and unjustly did feloniously receive and have; the said

Harry Nellis

then and there well knowing the said goods, chattels and personal property to have been feloniously stolen, taken and carried away, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

DE LANCEY NICOLL,

District Attorney.

0024

BOX:

486

FOLDER:

4431

DESCRIPTION:

Nemejc, Mathias

DATE:

06/28/92



4431

Witnesses:

*Police of Washington
Paula P. Lecinet*

624
De Lancey Nicoll

Counsel,

Filed *28* day of *June* 189*2*

Pleads, *Not guilty*

THE PEOPLE

37
172 E. 4th vs
172 E. 4th vs
Mathias Nemje

CRIME AGAINST NATURE.

[Sec. 303, Penal Code.]

DE LANCEY NICOLL
JOHN R. FELLOWS

District Attorney.

A TRUE BILL.

James Higgins
Part 2 July 8, 1892. Foreman.
Jud and Court

570 4th 2nd SP
[Signature]

Police Court, 3 District.

City and County } ss.
of New York }

of No. Park Police Street, aged 29 years,
occupation Park Police being duly sworn, deposes and says,
that on the 25th day of June 1892 at the City of New
York, in the County of New York, Mathias Hermejic

(now here) did voluntarily submit
to carnal knowledge in a
manner contrary to nature in
violation of Section 303 of the
Penal Code.

Deponent further says that at about
the hour of one o'clock a.m. he
saw the defendant in Tompkins
Park in company with Jacob
Werrebeitchek and saw the defendant
have the penis of said Werrebeitchek
in his mouth

Sworn to before me } George Hauptwil
this 25th June, 1892 }

Walter N. Laintor
Police Justice

0027

CITY AND COUNTY }
OF NEW YORK } ss.

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

Question. What is your name?

Answer. *Mathias Nemejc*

Question. How old are you?

Answer. *37 years*

Question. Where were you born?

Answer. *Austria*

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

Answer. *172 Seventh Street; 1 year*

Question. What is your business or profession?

Answer. *Segar maker*

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*
Mathias Nemejc

Taken before me this

35

day of

June

1892

Frank W. Severino

Police Justice.

0028

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

defendant

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

Dated, *June 25* 189*2* *Charles H. Linton* Police Justice.

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

Dated, 189 Police Justice.

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

Dated, 189 Police Justice.

321

709

Police Court, 3 District

THE PEOPLE, &c.,
ON THE COMPLAINT OF

George Hampshire
vs.
Mathias Nemejc

*Office of
George Hampshire*

2
3
4

BAILED,

No. 1, by

Residence Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street.

No. 4, by

Residence Street.

Dated, *June 25* 1892

Taylor Magistrate.

Hampshire Officer.

Park Precinct.

Witnesses

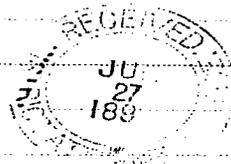
No. Street.

No. Street.

No. Street.

\$ *500* to answer *G.S.*

Com



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

Part II.

-----X	:	
The People	:	
vs	:	Before the
Mathias Nemije.	:	Hon. James Fitzgerald,
-----X	:	and a jury.

Indicted for crime against nature.

Indictment filed June 28th, 1892.

Tried July 8th, 1892.

Appearances:

Assistant District-Attorney Weeks for the People.

Mark Alter, Esquire, for the Defense.

GEORGE HAMPSHIRE, called by the People, being duly sworn, testified that he was an officer of the Park police. On the night of the 25th of June, he was on duty in Tompkins square, when he saw the defendant, Nemije, and the other defendant Werrebeit-

schek, sitting on a bench. It was about 1 o'clock in the morning. He, the witness, did not pay any particular attention to them, but noticed that the defendant was very affectionate to Werrebeitschek. He, the witness, saw the defendant embrace Werrebeitschek, and he saw Werrebeitschek stand up and open the fly of his pants, and get close to the defendant, and the defendant put his head down near the private parts of Werrebeitschek. He, the witness, went quietly around the walk and went up to them, and caught Werrebeitschek by the shoulder, before he realized that anybody was near. He, the witness, pulled Werrebeitschek and saw his private parts exposed, and could swear that he pulled Werrebeitschek's private parts out of the defendant's mouth. The park was lighted by electricity, and, at the time, there was not a soul in the park except the two defendants. He, the witness, watched them eight or nine minutes. He was about fifty feet away when he saw Werrebeitschek open his pants. He, the witness, got quite close to the men and saw Werrebeitschek's fly was open and his penis was exposed. He, the witness, judged that the defendant had Werrebeit-

schek's penis in his mouth from the defendant's actions. He, the witness, arrested the two men and told them what they were arrested for and they made no answer. On the way to the station house Werrebeitschek made some remark which he, the witness, did not understand.

M A T H I A S N E M I J E, the defendant, being duly sworn, testified through the official interpreter, that he knew what he was charged with, but knew nothing about the charge. He, the defendant, met Werrebeitschek for the first time in the park. He, the defendant, did not know Werrebeitschek. They sat on a bench there.

Werrebeitschek was not asleep when he, the defendant, sat down, but later Werrebeitschek fell asleep. He, the defendant said to Werrebeitschek that he, the defendant, had nothing with him. They went to a saloon and had some beer, and lunch. Then they went back to the park. He, the defendant, was tired and sat down. He, the defendant, and Werrebeitschek talked about different things. All at once the conversation ceased. They did not talk any more. He, the defendant, felt drowsy, and he thought Werrebeitschek fell asleep. He, the defendant, was not a married man. He was thirty-

seven years old. He, the defendant, did nothing wrong to Werrebeitschek on the night in question He did not know Werrebeitschek had his trousers open. He, the defendant, did not have Werrebeitschek's penis in his mouth.

J A C O B W E R R E B E I T S C H E K, being duly sworn, testified through the official interpreter that he was born in the government of Minsky, Poland. It was his first year in the country. He first saw the defendant Nemije in the park at about 11 o'clock. That day he, the witness, did not work, but he worked generally every day. He, the witness, was sitting on the bench, and the defendant came up and sat inside of him. His, the witness's, pants were not open at any time. While they were sitting there the defendant put his hands on his, the witness's, legs. The defendant did not have his, the witness's, penis in his mouth. He, the witness, had no friends or relatives in the city. He was asleep when the policeman caught him by the arm and waked him up. On the way to the station house he, the witness, asked the policeman why he took him to the station house. All the answer he got was "Sure Mike."

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

THE PEOPLE OF THE STATE OF NEW YORK,

against

Mathias Remeiz

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

indictment, accuse *Mathias Remeiz* —

of the CRIME AGAINST NATURE, committed as follows :

The said *Mathias Remeiz* —

late of the City of New York, in the County of New York aforesaid, on the
Twenty fifth day of *June*, in the year of our Lord one thousand
eight hundred and ninety — *two*, at the City and County aforesaid,
with force and arms, in and upon one *Jacob Warrick*
a — male person, then and there being, feloniously did make an assault, and
him, the said *Jacob Warrick*, in a manner
contrary to nature, then and there feloniously did carnally know; against the form of
the Statute in such case made and provided, and against the peace of the People of
the State of New York, and their dignity.

SECOND COUNT:—

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

of the same CRIME AGAINST NATURE, committed as follows:

The said Mathias Remy,

late of the City and County aforesaid, afterwards, to wit: On the day and in the year
aforesaid, at the City and County aforesaid, feloniously did voluntarily submit to carnal
knowledge of himself by one Joseph W. ..., a — male
person, in a manner contrary to nature; against the form of the Statute in such case
made and provided, and against the peace of the People of the State of New York, and
their dignity.

DE LANCEY NICOLL,
JOHN R. FELLOWS,

District Attorney.

0036

BOX:

486

FOLDER:

4431

DESCRIPTION:

Newberg, Isaac

DATE:

06/02/92



4431

Court of One and Terminus.

Counsel,

Filed, 2 day of June 1892

Pleas, No Guilty (6)

THE PEOPLE

vs.

B
Isaac Rubing

General Deacons
June 28 92

DE LANCEY NICOLL

District attorney.

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

A TRUE BILL, the Court of Special
and final disposition.

June 28 1892
Foreman.

Witnesses:

306
indicated

Court of Oyer and Terminer

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Isaac Newberg

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

The said

Isaac Newberg

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

Swiged Law

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

SECOND COUNT—

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

Isaac Newberg

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

The said

Isaac Newberg

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

DE LANCEY NICOLL,

District Attorney.

0039

BOX:

486

FOLDER:

4431

DESCRIPTION:

Newman, Isaac

DATE:

06/02/92



4431

POOR QUALITY ORIGINAL

Witnesses:

g. H. R.
Stickler Bros.

Counsel,

Filed

day of

1897

Pleas

guilty

THE PEOPLE

vs.

ENTERED
T. J. W.

Isaac Mcromin

Forgery in the Second Degree.
[Sections 511 and 521, Penal Code.]

DR LANCEY NICOLI,

124 District Attorney.

A TRUE BILL.

Lucius C. Catlin

Foreman.

Case 3
Part 3, April 14, 1898.
On motion of the D.A.,
Disch - on his own recogn.

J. J.

*This case having appeared
more times on the calendar
of the court (Part 3) during
the month & the com-
plainant never appearing
and service of subpoenas
seems being impossible
as appears by affidavits
enclosed. I recommend
That defendant be dis-
charged on his own
recognizance
G. W. Gray
April 14 1898 S. A. D. A.
James M. McElhanna
*Att. Dist. Ct.**

Statement of Mrs. Charlotte McLeer.

I live at No 18 Dean street Brooklyn, and have lived there over 20 years and I think 25 years. I lived there in Feb. 1891. I and my daughter live there. Her name is Mary McLeer. On the top floor in Feb. 1891 Mrs Horan (Mary) and her son John were living they lived with me two or three years. They left me a year ago last July viz in July 1891.

Mr Doyle his wife, and his brother lived on the second floor. They never had any one by the name of Sophie Ezz living with them. Neither did Mrs Horan or her son have any such person living with them. I did not have any such person living with me and I can swear that no such person as Sophie Ezz ever lived in my house 18 Dean Street Bklyn N. Y. My house is a three story house and was

0042

was occupied as above stated
Run to before me } ~~Charles McLean.~~
This 9th day of May } his mark.

COURT OF GENERAL SESSIONS OF THE PEACE.

.....
THE PEOPLE & SO ON,

-against-

Isaac Newman,
.....

City and County of New York, ss:

Thomas Adams

John Simpson being duly sworn deposes and

says: I am and was on February 10th, 1891, a pawnbroker at
the Manager of John Simpson
#175 Bowery, New York City

On the 10th February, 1891, a watch of the case
number 52404 being a ladies gold watch, was pawned at *said*
shop, #175 Bowery by some person unknown to me; that I ad-
vanced thereon the sum of \$ 1 3 - and as evidence of said
pawning gave the pledgor a pawnticket numbered 32 ~~7~~, dated
February 10th, 1891.

Sworn to before me this

3rd March 1892.

Geo. F. Bentley Thomas Adams
NOTARY PUBLIC,
NEW YORK COUNTY.

0044

JEROME & NASON,
Attorneys and Counsellors at Law,
TEMPLE COURT.

WM. TRAVERS JEROME.
DANIEL NASON.

New York, March 22nd, 1892

Hon. J. E. Kelly,
125 East 125th, Street,
New York City.

Dear Sir,

In the case of The People agst Isaac Newmaset down
for an examination tomorrow morning I must beg the indulgence of an
adjournment. Since consenting to that day I have received notice
that my attendance in the Court of Oyer and Terminer in Queens
County at 10 A. M. tomorrow will be necessary. I regret much to
have to make this request but beg that you will grant it and send
me word by the bearer if you will do so. Almost any time that you
may adjourn it, will suit me except April 5th, 1892.

Very truly yours,

*Shirley consents to an adjournment of the
within case to Wednesday March 24th 1892 at
2 o'clock PM*

*Wm Travers Jerome,
Counsel for the defendant*

PART III.

THE COURT ROOM IS IN THE SECOND STORY
If this Subpoena is disobeyed, an attachment will immediately issue.
Bring this Subpoena with you, and give it to the officer at the Court Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA FOR A WITNESS TO ATTEND THE GENERAL SESSIONS OF THE PEACE.

In the Name of the People of the State of New York.

To Joseph Strom
of No. 400 Grand Street

YOU ARE COMMANDED to appear before the Court of General Sessions of the Peace in and for the City and County of New York, at the New Criminal Court Building on Centre Street, between Franklin and White Streets, in the Borough of Manhattan of the City of New York, on the 13 day of April 1898, at the hour of 10 in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York against

Isaac Swann

Dated at the Borough aforesaid, in the County of New York, the first Monday of APRIL in the year of our Lord 1898

ASA BIRD GARDINER, *District Attorney.*

If you know of more testimony than you have given before the Magistrate, or if a fact which you were not there brought out, please state the same to the District Attorney, if convenient to remain, and you will be called on for it in Court, please inquire in the Attorney's Office. If ill when served, please send timely word to the District Attorney, if convenient to remain, and you will be called on for it in Court, please inquire in the Attorney's Office.

Court of General Sessions.

THE PEOPLE

vs.

Isaac Newman

City and County of New York, ss:

Joseph Johnson

being duly

sworn, deposes and says: I reside at No.

557 Broome St.

Street, in the City of New York. I am a Subpoena server in the office of the District Attorney of the City and County of New York. On the *12th* day of *April* 189*8*,

I called at *400 Grand St New York City*

the alleged *Hanna* of *Joseph Strous*

the complainant herein, to serve him with the annexed subpoena, and was informed by

the janitor of said House that the said Joseph Strous had left that House two years past and could give me no information as to his whereabouts. I also inquired about the neighborhood and could get no information about the said Joseph Strous

Sworn to before me, this

18th day

189*8*,

Joseph Johnson

Subpoena Server.

of *William H. Broderick*
Notary Public

Court of General Sessions.

THE PEOPLE, on the Complaint of

vs.

Offence:

Isaac Newman

ASAD BRANDEX NICHOLS,
~~Justice of the Peace~~

Affidavit of
Joseph Johnson
Subpoena Server.

Failure to Find Witness.

PART III.

THE COURT ROOM IS IN THE SECOND STORY
If this Subpoena is disobeyed, an attachment will immediately issue.
Bring this Subpoena with you, and give it to the officer at the Court Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA FOR A WITNESS TO ATTEND THE GENERAL SESSIONS OF THE PEACE.

In the Name of the People of the State of New York.

To Isaac A. Silberman

of No. 108 E 87 Street

YOU ARE COMMANDED to appear before the Court of General Sessions of the Peace in and for the City and County of New York, at the New Criminal Court Building on Centre Street, between Franklin and White Streets, in the Borough of Manhattan of the City of New York, on the 14 day of 1888, at the hour of 10 in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York against

Isaac Silberman

Dated at the Borough aforesaid, in the County of New York, the first Monday of _____ in the year of our Lord 1888

ASA BIRD GARDINER, District Attorney.

GLUED PAGE

PART III.

The Court Room is in the second story of this Subpoena is dissolved, an attachment will immediately issue. Bring this Subpoena with you, and give it to the officer at the Court Room door, that your attendance may be known. [SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA FOR A WITNESS TO ATTEND THE GENERAL SESSIONS OF THE PEACE.

In the Name of the People of the State of New York.

To Isaac A. Silverman
of No. 108 East 87 Street

YOU ARE COMMANDED to appear before the Court of General Sessions of the Peace in and for the City and County of New York, at the New Criminal Court Building on Centre Street, between Franklin and White Streets, in the Borough of Manhattan of the City of New York, on the 14 day of April 1898, at the hour of 10 in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York against

Isaac Newman

Dated at the Borough aforesaid, in the County of New York, the first Monday of April in the year of our Lord 1898

ASA BIRD GARDINER, District Attorney.

Street, in the City of New York. I am a Subpoena Server in the office of the District Attorney of the City and County of New York. On the 13th day of April 1898, I called at No. 108 East 87 St

the alleged Complainant of Isaac Newman the complainant herein, to serve him with the annexed subpoena, and was informed by

the tenants of said building that Isaac A. Silverman had left said address about one year ago, and his present address is unknown -

Said name does not appear in the directory

Sworn to before me, this 14th day of April 1898

William H. Bradford
Notary Public N.Y.C.

Joseph A. Redmond
Subpoena Server.

Court of General Sessions.

THE PEOPLE, on the Complaint of

Isaac A. Solomon

vs.

Isaac Thomas

Offense:

JOHN R. FELLOWS,

District Attorney.

Affiant of

Joseph A. Raymond

Subpoena Server.

Failure to Find Witness.

In the Warrant

Order.

DISTRICT POLICE COURT.

STATE OF NEW YORK

City and County of New York.

:
: SS.
:

INFORMATION.

ISAAC SILVERMAN by this information respectfully alleges:

That on or about the 10th. day of February, 1891, at the City and County of New York, one Isaac Newman with intent to defraud, did feloniously utter, and offer and dispose of a certain forged instrument in writing in words and figures following, to wit:

" In case of removal or failure of collection to call I agree to report to the office.

SCHEDULE. No.

Brooklyn 10 Feb. 1891.

THIS IS TO CERTIFY THAT I Sophie Erx have received and rented of I. Silverman, the article or articles described in the annexed said article or articles, and as rent for the same have this day paid to the said I Silverman, the sum of \$5.00 as deposit and promise further to pay to his Collector or authorized Agent the sum of \$1.50 per week until the above named amount is paid, at which time the said rent shall cease, and said article become my absolute property.

The above named article or articles to remain the property of I. Silverman, and no title thereto to be acquired by or vested in me until this obligation is fully complied with on my part, and in event of failure to meet promptly any of said payments; I agree on demand to surrender said article or article to I. Silverman, without process of law, and said I. Silverman, is authorized to enter my premises by his agent or agents to remove the same, and to retain the sums already paid as Rent or Hire for the use of said article or articles while in my possession. And I also agree not to remove said article or articles from the premises I now occupy, or part with the possession thereof, without first obtaining the written consent of I. Silverman.

Total

Lessee Sophie Erx.
Agent Residence 18 Dean St.
Deliverer. Collect at

H. B.- Read this contract. Verbal agreements with agents not recognized."

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The said Isaac Newman then and there well knowing that the
said instrument was a false and forged instrument.

Dated, New York, March 1892.

DISTRICT POLICE COURT.

STATE OF NEW YORK, :
 : ss. Deposition.
City and County of New York. :

ISAAC SILVERMAN, being sworn, says; I am thirty years of age; I reside at No.108 East 87th. Street, New York N. Y. my occupation is that of a jeweller.

I am the Isaac Silverman mentioned in the information hereto annexed. Prior to the 10th. day of February, 1891, Isaac Newman, in the information hereto annexed mentioned, entered into an agreement with me to sell watches as my agent. By said agreement it was agreed between the said Isaac Newman and myself that he, said Newman, should sell such watches as I should deliver to him for sale under contracts in all respects similar to the instrument set forth in the annexed information. Thereafter and on or about the 10th. day of February, 1891, I delivered to the said Newman a certain gold watch, my property, and of the value of forty two dollars. The number upon the case of said watch being 52404. Said watch was delivered to said Newman pursuant to the agreement hereinbefore set forth between said Newman and myself. Thereafter said Newman delivered to me a certain instrument in writing a copy of which is set forth in the information hereto annexed and the original of which, marked Peoples Exhibit A, is now here produced for the inspection of the magistrate. Said Newman delivered said instrument to me ~~me~~ and informed me that said watch had been sold as represented in said instrument. Subsequently and on or about the 15th. day of July, 1891, said Newman told me that he had not sold said watch as represented in said instrument and

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WM. CLIFFORD MOORE.
CHARLES M. BLEECKER.
LEONARD S. WHEELER.

LAW OFFICES
MOORE, BLEECKER & WHEELER,
WALLACE BUILDING,
56 PINE STREET,

NEW YORK, October 22, 1896.

Mr Hon. John P. Fellows, District Attorney,

Dear Sir:-

I found in my office this morning a subpoena for Leonard S. Wheeler to appear and testify to-day in the trial of Isaac Newman at General Sessions, Part III.

Mr. Wheeler has been and will be for some days absent from the State.

Yours truly,

Charles M. Bleeker

0057

10
A. J. ...
1800
...

32
A. J. ...
1800
...

0058

IN CASE OF REMOVAL OR FAILURE OF COLLECTOR TO CALL I AGREE TO REPORT TO THE OFFICE.

SCHEDULE.

Opt. Auto 14.11	
Leak. Watch	42.00
= 52.40	
TOTAL.	

of
 This is to Certify That I *Franklin G. ...* 1891
 have received and rented of I. SILVERMAN, the article or articles described in the annexed schedule Value at \$ *42.00* For the use of the said article or articles, and as rent for the same have this day paid to the said I. SILVERMAN, the sum of \$ *5.00* as deposit and promise *to pay* to his Collector or authorized Agent the sum of \$ *1.50* per *week* until the above named amount is paid, at which time said rent shall cease, and said article become my absolute property.

The above named article or articles to remain the property of I. SILVERMAN, and no title thereto to be acquired by or vested in me until this obligation is fully complied with on my part, and in event of failure to meet promptly any of said payments, I agree on demand to surrender said article or articles to I. SILVERMAN, without process of law, and said I. SILVERMAN, is authorized to enter my premises by his agent or agents to remove the same, and to retain the sums already paid as RENT or HIRE for the use of said article or articles while in my possession. And I also agree not to remove said article or articles from the premises I now occupy, or part with the possession thereof, without first obtaining the written consent of I. SILVERMAN,

Lessee *Sylvia G. ...*
 Residence *18 Dean St*
 Agent _____ Collect at _____
 Deliverer _____

N. B. - READ THIS CONTRACT. VERBAL AGREEMENTS WITH AGENTS NOT RECOGNIZED.

Isaac Silverman

Isaac Newman (in my employ as Isadore Newman) was an agent for me, in Brooklyn, from July 1890 to July 1891. The method of doing business was as follows: Newman would call and say he had an order for a number of watches: he would fill out orders for them: the watches would then be delivered to him, and in a few days he would return with leases, purporting to be signed by purchasers: the orders were then destroyed and entries in the books made from the leases returned by Newman.

The watch was delivered to Newman about July 3, 1891: the lease returned by Newman (Carvalho says signature is in the same handwriting as the body of the lease, and traces the handwriting through the other leases to Newman's signature). The lease shows Case number 52404: same number entered in my books (have the book of weekly payments were made on said watch amounting in all to \$1150 (have the slip showing payments). Watch was pawned in Simpsons on ~~Jan~~ Feb 10, 1891. Taken therefrom by Leonard S. Wheeler (with

with Geo Coustock at 59 Liberty St /
a large number of sawa tickets
were left by Newman with
Jacobson, of Fort Hamilton.
About July 10, 1891, I wrote Newman
a letter saying that if he would
meet me and give up all the
tickets I would not prosecute
him. He did meet me in answer
to the letter. I made no complaint
until March 1892.

The defendant did not give up
all the tickets. He gave up 290
and there should be 320, and
consequently I resolved to prosec-
ute him.

DISTRICT POLICE COURT.

STATE OF NEW YORK, :
City and County of New York.: ss. Deposition.

ISAAC SILVERMAN, being sworn, says; I am
years of age; I reside at
my occupation is that of

I am the Isaac Silverman mentioned in the informa-
tion hereto annexed. Prior to the 10th day of February,
1891, Isaac Newman, in the information hereto annexed men-
tioned, entered into an agreement with me to sell watches
as my agent. By said agreement it was agreed between the
said Isaac Newman and myself that he, said Newman, should
sell such watches as I should deliver to him for sale under
contracts in all respects similar to the instrument set
forth in the annexed deposition. Thereafter and on or
about the 10th day of February, 1891, I delivered to said
Newman a certain gold watch, my property, and of the value
of forty-two dollars. The number upon the case of said
watch being 52404. Said watch was delivered to said Newman
pursuant to the agreement hereinbefore set forth between
said Newman and myself. Thereafter said Newman delivered
to me a certain instrument in writing; a copy of which is
set forth in the information hereto annexed and the original
of which, marked Peoples Exhibit A, is now here produced for
the inspection of the magistrate. Said Newman delivered
said instrument to me and informed me that said watch had
been sold as represented in said instrument. Subsequently
and on or about the day of 1891, said

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Newman told me that he had not sold said watch as represented in said instrument and that said instrument was forged, and that he had pawned the watch at Simpson's pawn shop on the Bowery, and he, said Newman, delivered to me a pawn ticket therefor and thereafter said watch was found at said pawn shop.

DISTRICT POLICE COURT.

STATE OF NEW YORK, :
City and County of New York.: ss. INFORMATION.

ISAAC SILVERMAN by this information respectfully alleges:

That on or about the 10th day of February, 1891, at the City and County of New York, one Isaac Newman with intent to defraud, did feloniously utter, and offer and dispose of a certain forged instrument in writing in words and figures following, to wit:

SCHEDULE. No. Brooklyn 10 Feb. 1891.

THIS IS TO CERTIFY THAT I Sophie Erx have received and rented of I. Silverman, the article or articles described in the annexed schedule Value at \$42.00 for the use of the said article or articles, and as rent for the same have this day paid to the said I. Silverman, the sum of \$5.00 as deposit and promise further to pay to his Collector or authorized Agent the sum of \$1.00/100 per week until the above named amount is paid, at which time said rent shall cease, and said article become my absolute property.

The above named article or articles to remain the property of I. Silverman, and no title thereto to be acquired by or vested in me until this obligation is fully complied with on my part, and in event of failure to meet promptly any of said payments; I agree on demand to surrender said article or articles to I. Silverman, without process of law, and said I. Silverman, is authorized to enter my premises by his agent or agents to remove the same, and to retain the sums already paid as Rent or Hire for the use of said article or articles while in my possession. And I also agree not to remove said article or articles from the premises I now occupy, or part with the possession thereof, without first obtaining the written consent of I. Silverman.

Total

Lessee Sophie Erx
Agent Residence 18 Dean St.
Deliverer. Collect at

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-2-

the said Isaac Newman then and there well knowing that the
said instrument was a false and forged instrument.

Dated, New York, March 1892.

0065

TORN PAGE

IN CASE OF REMOVAL OR FAILURE OF COLLECTOR TO CALL I AGREE TO REPORT TO THE OFFICE.

SCHEDULE

<i>W. A. H. Job</i>	
<i>Watch</i>	<i>50.00</i>
<i>4539982</i>	
<i>57199</i>	
TOTAL	

Pa
 This is to Certify That I *Josephine E. 1891*
 have received and rented of I. SILVERMAN, the article or articles described in the annexed
 schedule Value at \$ *50.00* for the use of the said article or articles, and as rent for the
 same have this day paid to the said I. SILVERMAN, the sum of \$ *2.00* as deposit, and
 promise further to pay to their Collector or authorized Agent the sum of \$ *1.00*
 per *Month* until the above named amount is paid, at which time said rent shall
 cease, and said article become my absolute property.
 The above named article or articles to remain the property of I. SILVERMAN, and no
 title thereto to be acquired by or vested in me until this obligation is fully complied with on
 my part, and in event of failure to meet promptly any of said payments; I agree on demand
 to surrender said article or articles to I. SILVERMAN, without process of law, and said I SIL-
 VERMAN, are authorized to enter my premises by their agent or agents to remove the same,
 and to retain the sums already paid as RENT or HIRE for the use of said article or articles
 while in my possession. And I also agree not to remove said article or articles from the prem-
 ises I now occupy, or part with the possession thereof, without first obtaining the written con-
 sent of I. SILVERMAN,

Josephine E. 1891
 Lessee. *Josephine E. 1891*
 Residence. *1212 1/2 St. N. W. Wash. D. C.*
 Agent

0066

No.....

I. SILVERMAN,

* JOBBER IN *

Diamonds, Watches & Jewelry,

401 BROADWAY.

New York, *3* *Sept* 1890

Please enter my name for *Watches*

to be delivered on or about *Sept 1890*

for which I agree to pay the sum of *\$ 34.00*

as a deposit, and balance to pay by instalments
of *Per \$* per *Mo* until paid for.

Signature *Russell*

Residence *90 St. Marks St. N.Y.C.*

Pl. Business *se*

Occupation *Merchant*

Single or Married

Deliver at hour

References:

J. J. Schaeffler 10 Nassau St. N.Y.C.

Ed. M. Smith 480 Broadway N.Y.C.

E. Schaeffler 469 Broadway N.Y.C.

Agent *I. Silverman*

0067

I. SILVERMAN.
401 Broadway, N. Y.

No.
Name .. *Sophie Ort.*
Residence .. *18 Beaus St. Bklyn.*
Employment .. "
Terms .. *Weekly 1.50*
Collect at .. *18 Beaus St. Bklyn.*

DATE		\$	Cts.
<i>Feb 13/191</i>	<i>One 10 Kt. piece paid 23 1/2 bank</i>	<i>42 00</i>	<i>00</i>
		<i>37 00</i>	<i>00</i>
<i>Feb 6</i>		<i>1 27</i>	<i>50</i>
<i>Mar 1</i>		<i>2 00</i>	<i>00</i>

0058

IN CASE OF REMOVAL OR FAILURE OF COLLECTOR TO CALL I AGREE TO REPORT TO THE OFFICE.

SCHEDULE

One Filled Hatch	35.00
	389.878
Exhibit "3"	
TOTAL	

Ofc. *Brooklyn May 6, 1891*
 This is to certify That I *Karl F. Erich*
 have received and rented of I. SILVERMAN, the article or articles described in the annexed schedule Value at \$ *33.00* for the use of the said article or articles, and as rent for the same have this day paid to the said I. SILVERMAN, the sum of \$ *4.00* as deposit, and promise further to pay to his Collector or authorized Agent the sum of \$ *3.00* per *ann. Weel* until the above named amount is paid, at which time said rent shall cease, and said article become my absolute property.

The above named article or articles to remain the property of I. SILVERMAN, and no title thereto to be acquired by or vested in me until this obligation is fully complied with on my part, and in event of failure to meet promptly any of said payments; I agree on demand to surrender said article or articles to I. SILVERMAN, without process of law, and said I. SILVERMAN is authorized to enter my premises by his agent or agents to remove the same, and to retain the sums already paid as RENT or HIRE for the use of said article or articles while in my possession. And I also agree not to remove said article or articles from the premises I now occupy, or part with the possession thereof, without first obtaining the written consent of I. SILVERMAN.

Lessee *Karl F. Erich*
 Agent *Paulmann*
 Residence *203 Paulmann*
 Deliverer Collect at

N. B.—READ THIS CONTRACT. VERBAL AGREEMENTS WITH AGENTS NOT RECOGNIZED.

IN CASE OF REMOVAL OR FAILURE OF COLLECTOR TO CALL I AGREE TO REPORT TO THE OFFICE.

SCHEDULE

One Gold 14 K Hatch	60
	587.329
	441.3901
Exhibit "2"	
TOTAL	

Ofc. *Brooklyn Jan 15 1891*
 This is to certify That I *Stewart Clark*
 have received and rented of I. SILVERMAN, the article or articles described in the annexed schedule Value at \$ *60.00* for the use of the said article or articles, and as rent for the same have this day paid to the said I. SILVERMAN, the sum of \$ *7.00* as deposit, and promise further to pay to his Collector or authorized Agent the sum of \$ *2.00* per *Week* until the above named amount is paid, at which time said rent shall cease, and said article become my absolute property.

The above named article or articles to remain the property of I. SILVERMAN, and no title thereto to be acquired by or vested in me until this obligation is fully complied with on my part, and in event of failure to meet promptly any of said payments; I agree on demand to surrender said article or articles to I. SILVERMAN, without process of law, and said I. SILVERMAN is authorized to enter my premises by his agent or agents to remove the same, and to retain the sums already paid as RENT or HIRE for the use of said article or articles while in my possession. And I also agree not to remove said article or articles from the premises I now occupy, or part with the possession thereof, without first obtaining the written consent of I. SILVERMAN.

Lessee *Stewart Clark*
 Agent *Collipier*
 Residence *6 Collipier*
 Deliverer Collect at

N. B.—READ THIS CONTRACT. VERBAL AGREEMENTS WITH AGENTS NOT RECOGNIZED.

IN CASE OF REMOVAL OR FAILURE OF COLLECTOR TO CALL I AGREE TO REPORT TO THE OFFICE.

SCHEDULE

One Gold 14 K Ladies Hatch	42.00
	524.04
Exhibit "1"	
TOTAL	

Ofc. *Brooklyn, 10 Feb 1891*
 This is to certify That I *W. H. Eng*
 have received and rented of I. SILVERMAN, the article or articles described in the annexed schedule Value at \$ *42.00* for the use of the said article or articles, and as rent for the same have this day paid to the said I. SILVERMAN, the sum of \$ *5.00* as deposit, and promise further to pay to his Collector or authorized Agent the sum of \$ *1.00* per *Week* until the above named amount is paid, at which time said rent shall cease, and said article become my absolute property.

The above named article or articles to remain the property of I. SILVERMAN, and no title thereto to be acquired by or vested in me until this obligation is fully complied with on my part, and in event of failure to meet promptly any of said payments; I agree on demand to surrender said article or articles to I. SILVERMAN, without process of law, and said I. SILVERMAN is authorized to enter my premises by his agent or agents to remove the same, and to retain the sums already paid as RENT or HIRE for the use of said article or articles while in my possession. And I also agree not to remove said article or articles from the premises I now occupy, or part with the possession thereof, without first obtaining the written consent of I. SILVERMAN.

Lessee *W. H. Eng*
 Agent *Dean*
 Residence *18 Dean*
 Deliverer Collect at

N. B.—READ THIS CONTRACT. VERBAL AGREEMENTS WITH AGENTS NOT RECOGNIZED.

IN CASE OF REMOVAL OR FAILURE OF COLLECTOR TO CALL I AGREE TO REPORT TO THE OFFICE.

SCHEDULE		
<i>One 14 K Gold Watch</i>	60 00	<p><i>Brooklyn 24 March 1891</i></p> <p><i>Adolph Keller</i></p> <p>This is to certify That I <i>Adolph Keller</i> have received and rented of I. SILVERMAN, the article or articles described in the annexed schedule Value at \$<i>60.00</i> for the use of the said article or articles, and as rent for the same have this day paid to the said I. SILVERMAN, the sum of \$<i>10.00</i> as deposit, and promise further to pay to his Collector or authorized Agent the sum of \$<i>20.00</i> per <i>month</i> until the above named amount is paid, at which time said rent shall cease, and said article become my absolute property.</p> <p>The above named article or articles to remain the property of I. SILVERMAN, and no title thereto to be acquired by or vested in me until this obligation is fully complied with on my part, and in event of failure to meet promptly any of said payments; I agree on demand to surrender said article or articles to I. SILVERMAN, without process of law, and said I. SILVERMAN is authorized to enter my premises by his agent or agents to remove the same, and to retain the sums already paid as RENT or HIRE for the use of said article or articles while in my possession. And I also agree not to remove said article or articles from the premises I now occupy, or part with the possession thereof, without first obtaining the written consent of I. SILVERMAN.</p> <p>Lessee <i>Adolph Keller</i></p> <p>Agent <i>Adolph Keller</i></p> <p>Residence <i>10. Marston St.</i></p> <p>Deliverer <i>Adolph Keller</i></p> <p>Collect at <i>10. Marston St.</i></p>
<i>675847</i>		
<i>1843710</i>		
<i>Exhibit 47</i>		
TOTAL		

N. B.—READ THIS CONTRACT. VERBAL AGREEMENTS WITH AGENTS NOT RECOGNIZED.

IN CASE OF REMOVAL OR FAILURE OF COLLECTOR TO CALL I AGREE TO REPORT TO THE OFFICE.

SCHEDULE		
<i>1 14 K Gold Watch</i>	80 00	<p><i>Brooklyn 26 April 1891</i></p> <p><i>Johann Seifert</i></p> <p>This is to certify That I <i>Johann Seifert</i> have received and rented of I. SILVERMAN, the article or articles described in the annexed schedule Value at \$<i>80.00</i> for the use of the said article or articles, and as rent for the same have this day paid to the said I. SILVERMAN, the sum of \$<i>10.00</i> as deposit, and promise further to pay to his Collector or authorized Agent the sum of \$<i>25.00</i> per <i>1 week</i> until the above named amount is paid, at which time said rent shall cease, and said article become my absolute property.</p> <p>The above named article or articles to remain the property of I. SILVERMAN, and no title thereto to be acquired by or vested in me until this obligation is fully complied with on my part, and in event of failure to meet promptly any of said payments; I agree on demand to surrender said article or articles to I. SILVERMAN, without process of law, and said I. SILVERMAN is authorized to enter my premises by his agent or agents to remove the same, and to retain the sums already paid as RENT or HIRE for the use of said article or articles while in my possession. And I also agree not to remove said article or articles from the premises I now occupy, or part with the possession thereof, without first obtaining the written consent of I. SILVERMAN.</p> <p>Lessee <i>Johann Seifert</i></p> <p>Agent <i>Johann Seifert</i></p> <p>Residence <i>Box St. 120</i></p> <p>Deliverer <i>Johann Seifert</i></p> <p>Collect at <i>Box St. 120</i></p>
<i>e. 165584</i>		
<i>w. 4216180</i>		
<i>Exhibit 5</i>		
TOTAL		

N. B.—READ THIS CONTRACT. VERBAL AGREEMENTS WITH AGENTS NOT RECOGNIZED.

IN CASE OF REMOVAL OR FAILURE OF COLLECTOR TO CALL I AGREE TO REPORT TO THE OFFICE.

SCHEDULE		
<i>1 Gold 14 K Watch</i>	60 00	<p><i>Brooklyn October 10 1890</i></p> <p><i>Henry Silberfeld</i></p> <p>This is to certify That I <i>Henry Silberfeld</i> have received and rented of I. SILVERMAN, the article or articles described in the annexed schedule Value at \$<i>60.00</i> for the use of the said article or articles, and as rent for the same have this day paid to the said I. SILVERMAN, the sum of \$<i>7.50</i> as deposit, and promise further to pay to his Collector or authorized Agent the sum of \$<i>2.50</i> per <i>month</i> until the above named amount is paid, at which time said rent shall cease, and said article become my absolute property.</p> <p>The above named article or articles to remain the property of I. SILVERMAN, and no title thereto to be acquired by or vested in me until this obligation is fully complied with on my part, and in event of failure to meet promptly any of said payments; I agree on demand to surrender said article or articles to I. SILVERMAN, without process of law, and said I. SILVERMAN is authorized to enter my premises by his agent or agents to remove the same, and to retain the sums already paid as RENT or HIRE for the use of said article or articles while in my possession. And I also agree not to remove said article or articles from the premises I now occupy, or part with the possession thereof, without first obtaining the written consent of I. SILVERMAN.</p> <p>Lessee <i>Henry Silberfeld</i></p> <p>Agent <i>Henry Silberfeld</i></p> <p>Residence <i>707 Myrtle Ave</i></p> <p>Deliverer <i>Henry Silberfeld</i></p> <p>Collect at <i>707 Myrtle Ave</i></p>
<i>657819</i>		
<i>Exhibit 46</i>		
TOTAL		

N. B.—READ THIS CONTRACT. VERBAL AGREEMENTS WITH AGENTS NOT RECOGNIZED.

0070

1690

District Attorney's Office.

Part 3.

Isaac Newman

June 14th

Silvman Adams
Mr. Lee and June
June 7/93 some other cases

MA

0071

Sec. 198-200.

District Police Court.

CITY AND COUNTY OF NEW YORK, ss:

Isaac Newman

being duly examined before the undersigned according to law, on the annexed charge, and being informed that it is his right to make a statement in relation to the charge against him; that the statement is designed to enable him if he sees fit, to answer the charge and explain the facts alleged against him; that he is at liberty to waive making a statement, and that his waiver cannot be used against him on the trial.

Question. What is your name?

Answer. Isaac Newman

Question. How old are you?

Answer. 64 years old

Question. Where were you born?

Answer. Germany

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

Answer. 722 Evergreen Av. Bklyn. 2 Mos

Question. What is your business or profession?

Answer. A gent

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
Isaac Newman

Taken before me this

day of March 1897

W. H. Weir

Police Justice

0072

Sec. 151.

Police Court 5th 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 Isaac Silverman of No. 108 East 87th Street, that on the 10th day of February 1891 at the City of New York, in the County of New York,

one Isaac Newman, with intent to defraud, did feloniously utter and offer and dispose of a certain forged instrument to wit a lease of personal chattels, he, the said Isaac Newman then and there well knowing the same to be forged

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 Fifth 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 16th day of March 1892.

John S. Kelly Police Justice.

0073

64 For 722 Evergreen Ave
The within named

[Signature]

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, 189

..... Police Justice.

Police Court..... District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Warrant-General.

Dated..... 189

Magistrate.
[Signature]
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..... 189

This Warrant may be executed on Sunday or at
night.

..... Police Justice.

0074

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

defendant

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of *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 *May 13* 189*2* *W. J. ...* Police Justice.

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

Dated *May 13* 189*2* *W. J. ...* Police Justice.

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

1,000 Bail of
March 17. 2 P.M.

1,000 Bail of
March 23. 9 1/2 A.M.
Admitted by consent of
Court - to March 29 - 7 P.M.
April 5 - 2 P.M.

BAILED.
No. 1, by Adolph Jacobson
Residence Fort Hamilton Street.

No. 2, by Segismund Jacobson
Residence 11 1/2 S Madison Ave.

No. 3, by
Residence Street.

No. 4, by
Residence Street.

The magistrate presiding
in my absence will please
Newman determine the
witnesses
John S. Kelly
Police Justice

P. 119 581
Police Court--- 5 --- District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF
Isaac H. Silverman
108 East 87th St
1 Isaac Newman
2
3
4
Officer: August 23rd 1892

Dated March 17 1892
Kelly Magistrate.
Heikay Officer.
Crest Precinct.

Witnesses Joseph Strom
No. 400 Grand Street.

Mrs Charlotte Lee
No. 18 De Witt St

Leonard Wheeler
No. 59 Liberty St

Thomas Adams to answer
2000 to answer you
Bailed

May 3. 1892
11/12. 2 P.M.
April 8 - 2 P.M.

0076

TORN PAGE

IN CASE OF REMOVAL OR FAILURE OF COLLECTOR TO CALL I AGREE TO REPORT TO THE OFFICE.

SCHEDULE	
1. Solid wood	
14. R. L. dia. table 40.00	
c. 79.11.0 m 24/39	
TOTAL	

Off This is to Certify That I *Josephine P. V. 1870*
 have received and rented of I. SILVERMAN, the article or articles described in the annexed
 schedule Value at \$ *40.00* for the use of the said article or articles, and as rent for the
 same have this day paid to the said I. SILVERMAN, the sum of \$ *1.00* as deposit, and
 promise further to pay to their Collector or authorized Agent the sum of \$ *1.00*
 per *1.00* until the above named amount is paid, at which time said rent shall
 cease, and said article become my absolute property.
 The above named article or articles to remain the property of I. SILVERMAN, and no
 title thereto to be acquired by or vested in me until this obligation is fully complied with on
 my part, and in event of failure to meet promptly any of said payments, I agree on demand
 to surrender said article or articles to I. SILVERMAN, without process of law, and said I. SIL-
 VERMAN, are authorized to enter my premises by their agent or agents to remove the same,
 and to retain the sums already paid as RENT or HIRE for the use of said article or articles
 while in my possession. And I also agree not to remove said article or articles from the prem-
 ises I now occupy, or part with the possession thereof, without first obtaining the written con-
 sent of I. SILVERMAN.

Lessee *Helen F. ...*
 Residence *237 Vernon Ave*
 Agent
 Deliverer
 at

N. B. - RE

0077

People on complaint
Isaac Silverman
against
Isaac Newman.

0078

DISTRICT POLICE COURT.

STATE OF NEW YORK, :
: ss. INFORMATION.
City and County of New York.:

ISAAC SILVERMAN by this information respectfully alleges:

That on or about the 10th day of February, 1891, at the City and County of New York, one Isaac Newman with intent to defraud, did feloniously utter, and offer and dispose of a certain forged instrument in writing in words and figures following, to wit:

In case of removal or failure of collector to call I agree to report to the office.
SCHEDULE. No. Brooklyn 10 Feb. 1891.

*buelyold 14 K
Ladies watch
42.00*

C 52404

THIS IS TO CERTIFY THAT I Sophie Erx have received and rented of I. Silverman, the article or articles described in the annexed schedule Value at \$42.00 for the use of the said article or articles, and as rent for the same have this day paid to the said I. Silverman, the sum of \$5.00 as deposit and promise further to pay to his Collector or authorized Agent the sum of \$1.50/100 per week until the above named amount is paid, at which time said rent shall cease, and said article become my absolute property.

The above named article or articles to remain the property of I. Silverman, and no title thereto to be acquired by or vested in me until this obligation is fully complied with on my part, and in event of failure to meet promptly any of said payments; I agree on demand to surrender said article or articles to I. Silverman, without process of law, and said I. Silverman, is authorized to enter my premises by his agent or agents to remove the same, and to retain the sums already paid as Rent or Hire for the use of said article or articles while in my possession. And I also agree not to remove said article or articles from the premises I now occupy, or part with the possession thereof, without first obtaining the written consent of I. Silverman.

Total

Lessee Sophie Erx
Agent Residence 18 Dean St.
Deliverer. Collect at

0079

-2-

the said Isaac Newman then and there well knowing that the
said instrument was a false and forged instrument.

Dated, New York, March 1892.

0080

DISTRICT POLICE COURT.

STATE OF NEW YORK, :
 : ss. Deposition.
City and County of New York.:

N. Y.

ISAAC SILVERMAN, being sworn, says; I am
years of age; I reside at No. 108 East 87th Street, New York,
my occupation is that of jeweller.

I am the Isaac Silverman mentioned in the informa-
tion hereto annexed. Prior to the 10th day of February,
1891, Isaac Newman, in the information hereto annexed men-
tioned, entered into an agreement with me to sell watches
as my agent. By said agreement it was agreed between the
said Isaac Newman and myself that he, said Newman, should
sell such watches as I should deliver to him for sale under
contracts in all respects similar to the instrument set
forth in the annexed deposition. Thereafter and on or
about the 10th day of February, 1891, I delivered to said
Newman a certain gold watch, my property, and of the value
of forty-two dollars. The number upon the case of said
watch being 52404. Said watch was delivered to said Newman
pursuant to the agreement hereinbefore set forth between
said Newman and myself. Thereafter said Newman delivered
to me a certain instrument in writing a copy of which is
set forth in the information hereto annexed and the original
of which, marked Peoples Exhibit A, is now here produced for
the inspection of the magistrate. Said Newman delivered
said instrument to me and informed me that said watch had
been sold as represented in said instrument. Subsequently
and on or about the 15th day of July 1891, said

Newman told me that he had not sold said watch as represented in said instrument and that said instrument was forged, and that he had pawned the watch at Simpson's pawn shop on the Bowery, and he, said Newman, delivered to me a pawn ticket therefor and thereafter said watch was found at said pawn shop.

Sworn to before me this }
day of March, 1892. }

Police Justice.

Fol.

COURT OF GENERAL SESSIONS OF THE PEACE.

.....

THE PEOPLE & SO ON,

-against-

Isaac Newman.

.....

City and County of New York, ss:

Leonard S. Wheeler being duly sworn deposes and says: that he has seen the watch represented by the ticket of J.J.Martin, a pawnbroker of #134 Myrtle Ave. Brooklyn, which ticket is numbered 33367 bearing date October 9, 1890 and that said watch is a gold watch having the case numbered ~~57819~~ ⁶⁵¹⁸¹⁹. That he has also seen the watch represented the ticket of John Stich a pawnbroker of #118 Third Ave., New York City which ticket was numbered 31218, dated March 23, 1891; that the same is a gold watch having the case number 67542; that he has also seen the watch represented by the pawnticket of August Behrens of #96 Atlantic Ave. Brooklyn, numbered 22466 of May 6th, 1891 and that the same was a filled watch having the case number 389878; that he has also seen the watch represented by the ticket of M. Bruckheimer, a pawnbroker of #705 Grand Street, Brooklyn, numbered 60259~~8~~, dated January 20, 1891; that the same is a gold watch of the movement number ~~3x3x~~ 4,413901.

That the said tickets bear upon them the following names;

ticket of John *Stitch*, Neiman; ticket of August Behrens--Nooman; ticket of J.J.Martin--Schumaker; ticket of

0083

4 x M. Bruckheimer---Newman.

Sworn to before me this

29 February, 1892.

Frederick B. Wheeler

John M. Guity
Commissioner of Deeds
City Co. of New York

fol 1

COURT OF GENERAL SESSIONS OF THE PEACE.

THE PEOPLE & SO ON

-against-

Isaac Newman.

City and County of New York, ss:

H. Eugene Holdridge being duly sworn deposes and says: that he is over the age of twenty-one years and reside at Mt.Vernon, New York; and that he has investigated the authenticity of certain leases or alleged leases said to have been given by the above named defendant to Isaac Silverman as from and as signed by the persons whose names are written at the foot of the leases.

Referring to the lease or alleged lease bearing date Brooklyn, February 10, 1891 and purporting to be signed by Sophie Erx, a copy of which is hereto annexed as Exhibit "1" deponent states that on the said lease so called appears 18 Deane Street as the residence of the said lessee Sophie Erx. On the 15th February, 1892 deponent called at #118 Deane Street, City of Brooklyn; found the same to be a three story brick private dwelling; found that the same was occupied by a woman who had lived there twenty-three years, or so stated to deponent. She said that it was occupied by herself and family.

She said she had never known Sophie Erx or any person by that name and that no such person had lived there or had

her address there for at least twenty-three years last past. She had never known or heard anything of any such person.

Referring to the lease bearing date Brooklyn, January 19, 1891, purporting to be signed by Herman Ebert, whose residence on the alleged lease is given at #² Collyer Street, Brooklyn, N.Y., deponent on the 26th February, 1892, visited said ² Collyer Street and found that there is no house there, simply the Yards of the Continental Iron Works.

Deponent inquired of different persons around there and each one told him that he knew of no such person there or in the vicinity and had never heard of any person by that name.

A copy of this alleged lease is hereto annexed as Exhibit "2".

Deponent further ~~saxxxx~~ states that as to the lease dated Brooklyn, May 6th, 1891 and to be signed by ^FKarl Erich of #203 Putnam Avenue, Brooklyn, N.Y. on the ^{7th} February 1892, deponent attempted to find #203 Putnam Avenue, Brooklyn by visiting Putnam Avenue and states that there is no such number on said Avenue there being no number between 199 and 213 Putnam Avenue. Deponent made inquiries on the premises 199 and 213 and was told by the person to whom deponent made such inquiry that they knew no such person and never heard of any such person of the name of Karl Erich living in that vicinity or anywhere else. A copy of this alleged lease is hereto annexed as Exhibit "3".

As to the lease dated Brooklyn, March 24th, 1891 and purporting to be signed by Adolph Feller of #10 Marion Street, Brooklyn, N.Y. deponent states that he visited said Marion Street and found that there was no such number there as 10, the first number being 18; up to that number it was open ground. That he inquired of several persons about there and was told that no such person as Adolph Feller lived there or in the vicinity. This was on the 26th February, 1892. A copy of this lease is annexed as Exhibit "4"

Deponent further states that as to the alleged lease dated Brooklyn, April 26, 1891, purporting to be signed by Johann Seifert, residing at #12 Box Street, Brooklyn, N.Y. that on the / 5th February, 1892 deponent visited #12 Box Street and found the same to be a terminus of a street railway Company; he inquired of the Superintendent of the terminus and also of many persons about there and each of them stated to him that he did not know anybody by the name of Johann Seifert and that no such person had ever worked there so far as they knew. A copy of this lease is annexed as Exhibit "5".

Referring to the lease dated Brooklyn, October 10 1891, purporting to be signed by Henry Elberfeld residing at #707 Myrtle Ave. Brooklyn, deponent states that on the / 5th February, 1892, he visited the house #707 Myrtle Ave. and found the same to be an apartment house between two store s That he made inquiries of the person in charge of said house who said he had been there for more than two years and also

of various persons in the house and each one said that no such person was known there or lived there or had lived there at any time within the past two years so far as they knew. A copy of this lease is hereto annexed as Exhibit "6"

Sworn to before me this

^{29th} February, 1892.

John McGee

Commissioner of Deeds

City Co. of New York

: *K. Eugene Holbridge*
:

0088

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

THE PEOPLE OF THE STATE OF NEW YORK
against
Isaac Newman

The Grand Jury of the City and County of New York, by this indictment, accuse
Isaac Newman
of the CRIME OF FORGERY IN THE SECOND DEGREE, committed as follows:

The said Isaac Newman
late of the City of New York, in the County of New York aforesaid, on the tenth
day of February in the year of our Lord one thousand eight hundred and
ninety-one, at the City and County aforesaid, with intent to defraud, feloniously did
forge a certain instrument and writing, which said forged instrument and writing is as follows, that
is to say:

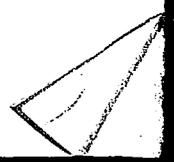
Schedule No. Brooklyn 10 Feb. 1891

This is to certify that I Sophie Eng. have received and rented
One Gold Watch of I. Silverman, the article or articles described in the annexed said
to the said I. Silverman, the sum of \$ 5.00 as deposit and promised
14 K further to pay to his collector or authorized Agent the sum of \$ 1.50 per
42.00 week until the above named amount is paid, at which time the said
rent shall cease, and said article become my absolute property.

652404 The above named article or articles to remain the property
of I. Silverman, and no title thereto to be acquired by or vested
in me until this obligation is fully complied with on my
part, and in event of failure to meet promptly any of said
payments, I agree on demand to surrender said article or
article to I. Silverman without process of law, and said I. Silverman,
is authorized to enter my premises by his agent or agents to remove
the same, and to retain the sums already paid as Rent or Hire for the
use of said article or articles while in my possession. And I also
agree not to remove said article or articles from the premises I
now occupy or part with the possession thereof, without first
obtaining the written consent of I. Silverman.

Total Agent Residence 18 Decm St
Delivered Collect at
N. B. Read this contract. Verbal agreements with agents
not recognized.

against the form of the statute in such case made and provided, and against the peace of the People
of the State of New York and their dignity.



SECOND COUNT.

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

Isaac Newman

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

The said *Isaac Newman*

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the City and County aforesaid, with intent to defraud, did feloniously utter, dispose of and put off as true, a certain forged instrument and writing, which said forged instrument and writing is as follows, that is to say:

Schedule No.

Brooklyn 10 Feb. 1891.

This is to Certify that I *Sophie Ery* have received and rented of *I. Silverman*, the article or articles described in the annexed said article or articles, and as rent for the same have this day paid to the said *I. Silverman*, the sum of \$5.00 as deposit and promise further to pay to his Collector or authorized Agent the sum of \$1.50 per week until the above named amount is paid, at which time the said rent shall cease, and said article become my absolute property.

The above named article or articles to remain the property of *I. Silverman*, and no title thereto to be acquired by or vested in me until this obligation is fully complied with on my part, and in event of failure to meet promptly any of said payments, I agree on demand to surrender said article or articles to *I. Silverman*, without process of law, and said *I. Silverman* is authorized to enter my premises by his agent or agents to remove the same, and to retain the same already paid as rent or hire for the use of said article or articles while in my possession. And I also agree not to remove said article or articles from the premises I now occupy, or part with the possession thereof, without first obtaining the written consent of *I. Silverman*.

Total _____
Agent. Residence *18 Dean St.*
Delivered. Collected at

n. B. And this contract. Verbal agreements with agents not recognized

the said *Isaac Newman*

then and there well knowing the same to be 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.

DE LANCEY NICOLL,
District Attorney.

0090

BOX:

486

FOLDER:

4431

DESCRIPTION:

Nolan, James

DATE:

06/02/92



4431

294

Court of Oyer and Terminer.

Counsel,

Filed, 2 day of June 1892.

Pleads,

THE PEOPLE

James Nolan

James Nolan

VIOLATION OF EXCISE LAW.
Selling on Sunday, Etc. § 21, and
page 1939, § 6.]
[III. Rev. Stat. (7th Edition)

Presented to the COURT of
the COUNTY of NEW YORK
for trial by the GRAND JURY
June 28 1892

DE LANCEY NICOLL

District Attorney.

A TRUE BILL.

[Signature]

Foreman.

Witnesses:

29

Court of Oyer and Terminer

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

James Nolan

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

of the CRIME OF ~~SELLING~~ *James Nolan* INTOXICATING LIQUORS AND WINES AS A BEVERAGE, ON SUNDAY, committed as follows:

The said *James Nolan*

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

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

SECOND COUNT—

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

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

The said *James Nolan*

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

DE LANCEY NICOLL,
District Attorney.

0093

BOX:

486

FOLDER:

4431

DESCRIPTION:

Nusbickel, Rosalie

DATE:

06/02/92



4431

0094

25y
rdueas

Court of Oyer and Terminer.

Counsel, *J. F. Blackhurst*
44 Ave

Filed, *2* day of *June* 189*7*

Pleas, *Mr. Guilly (6)*

THE PEOPLE

vs.

Rosalie Insulate

General Officers
Five 20
Special Sessions
Stuyvesant

DE LANCEY NICOLL

District Attorney.

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

A TRUE BILL.

De Lancey Nicoll

Foreman.

Witnesses:

M

