

0754

**BOX:**

371

**FOLDER:**

3479

**DESCRIPTION:**

Zamborg, Paul

**DATE:**

10/08/89



3479

**POOR QUALITY ORIGINAL**

0755

54  
Counsel,

Filed

Pleads

1889

*J. Nov.*

THE PEOPLE,

vs.

*B*  
*Paul Gamborg*

*Shirley*

Read to the Court  
Resolutions for  
of Counsel for Defendant

**VIOLATION OF EXCISE LAW**  
(Selling on Sunday, Etc.)  
[III Rev. Stat. (7th Edition), page 1083, Sec. 21 and  
page 1089, Sec. 6.]

JOHN R. FELLOWS,

*District Attorney.*

**A True Bill.**

*Andrew Little*

*Foreman.*

*Act. 11*

WITNESSES:

**POOR QUALITY  
ORIGINAL**

0756

**Court of General Sessions of the Peace**

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

*Paul Gamborg*

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

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

The said

*Paul Gamborg*

late of the City of New York, in the County of New York aforesaid, on the *seventeenth* day of *February* in the year of our Lord one thousand eight hundred and eighty-*nine*, 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

*Emanuel Meyer*

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 the State of New York and their dignity.

SECOND COUNT—

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

*Paul Gamborg*

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

*Paul Gamborg*

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.

**JOHN R. FELLOWS,**

District Attorney.

0758

**BOX:**

371

**FOLDER:**

3480

**DESCRIPTION:**

Adams, Ernest H.

**DATE:**

11/11/89



3480

POOR QUALITY ORIGINAL

0759

*Lawrence A. Park*  
Counsel,  
Filed *11* day of *Nov* 188*9*  
Pleads *Not Guilty in*

THE PEOPLE  
*Ernest H. Adams*  
Grand Larceny, 2nd degree  
(MISAPPROPRIATION)  
(Sections 528 and 531 of the Penal Code).

JOHN R. FELLOWS,  
District Attorney.  
*Filed* *30* day of *July* 188*9*  
*Verdict + convicted.*  
A True Bill *Part III* *July 6/90*  
*Andrew Little*  
Foreman.

*Part III*  
*Nov. 22. 89*  
*S. H. Zyn.* *pts 6/90*

Witness:  
*Chas. A. Richardson*

*NOV 2 1889*

POOR QUALITY ORIGINAL

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First District  
Police Court

Edward V Skinner } charged with  
agent } Larceny before  
Ernest H Adams }  
James Kirkbride  
Police Justice  
October 31st 1889

Appearances  
Charles A. Sherwin Esq for the people  
Louis H. Post " " do.

All parties being present the  
examination proceeded

Edward V Skinner the complainant  
and being duly sworn deposed that  
pays  
Exp Examined by }  
Mr Post }

if asked did Mr Adams assume the  
duties of receiving and deposit-  
ing money

At which he has handed my money  
all the time ~~and~~ he has been

POOR QUALITY  
ORIGINAL

0761

with me;

Q From the beginning?  
A I cannot be positive, it appears to me so; I can only say positively that he commenced handling the money from the time I went to Europe November 20<sup>th</sup> 1889. I can state that practically from that date I had continuously drawn to the time he left.

A Not up to the entire time, when he left, but from the time he commenced to finally attend to his business.

Q Continuously drawn to the time, subsequent to the date of the charge you make here.

A Well yes, let me see if I can stand what you mean.

Q Between the 20<sup>th</sup> of November and after the date of the 18<sup>th</sup> of July 1890.

Q When you say he handled money do you mean the Company?

POOR QUALITY  
ORIGINAL

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money?  
Q The company's money  
back.

Q And that it was his duty all this  
time to so handle the money?

A Well I have reported to you,  
if no I simply want to know whether  
it was his duty or not.

Q Yes it was his duty to handle those  
money.

Q During that time was there no  
period when he with you, or with  
I ceased to handle the money  
and merely keep the books  
was it?

Q May you remember an occasion  
when he told you that because  
rather not handle the money  
any longer?

A He told to, as being impractical.  
of the directors.

Q Question withdrawn

Q When was it that Mr Adams  
conferred to you that he had

POOR QUALITY  
ORIGINAL

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appropriated money which you  
had accused him of misappropriating  
to you?

A. I don't mean that. I don't know that  
definitely without finding out the  
time when he left my employ  
I don't see by that,

Q. You mean unless he was discharged?  
Answer

Q. If you were told what day it was  
would you measure it?

A. I think I would come close to it.  
I should think about the middle  
of September. I should measure so near.  
Simply locating from that, the  
fact that he seemed to receive pay  
from the 31<sup>st</sup> of August, if the  
31<sup>st</sup> of August was the last day  
that he received, it was ten days  
or so more after that.

Q. It was ten days or two weeks  
after the last day that he received  
that he made the confession?

A. Yes he received his pay before

POOR QUALITY  
ORIGINAL

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Q. But when his pay ceased  
where was it that this first confession  
that you speak of as a confession  
made?

A. In my private office  
of my store?

Q. In the office, was it  
of anybody, present but your-  
self and him?

A. When he confessed to me  
of you.

Q. Was it stated in stenographer to  
leave the room?

Q. Nobody was present?

A. Yes

Q. By Mr. Lee

Q. Your stenographer occupied a part  
of the room?

A. Yes

Q. By Mr. Park

Q. Was that confession put in writing?

A. Not at that time no

Q. Was it subsequently?

A. That confession that he made to

me at that time, was embodied in  
written confession?

Q. Relating to that?

A. That defecation. My answer.

Q. That was put in writing?  
Answer in

By me alone.

Q. Was this confession made since  
the charge?

A. The confession was made previous  
to the charge being made.

Q. The confession that you say was  
in writing was it not made  
since the charge was made?  
was it made subsequent to the  
time that you made this com-  
plaint or as to the date?

A. After the written confession the  
complaint was made? On the  
5th of September.

Q. This complaint was made on the  
5th of September, now was the  
written confession that is spoken  
of made subsequent to that?

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Q. Yes it was made after it

By Mr. Peck

Q. But the first confession you here  
spoken of was not reduced to  
writing

A. The first confession as specified in  
this particular indictment was not  
reduced to writing or set as it  
may be contradicted in this general  
confession

Q. The subsequent one

Answer

Q. In your complaint, the original  
indictment says that you speak of  
when you speak of a confession  
you had no resources to any written  
confession is that true?

A. May I see the complaint

Q. Yes sir

A. The confession that I refer to in  
connection with this particular  
charge here is a confession that  
I made to me in my office  
a verbal confession.

Q. And you were the only person that  
I heard that conversation?

A. Yes Sir that I know of, I was the  
only one that was visible while  
it was being made.

Q. Did you call him in your private  
office?

A. Yes Sir

Q. Did you at that time know of the  
loss of money?

A. At the time I sawed him in the  
office and talked with him

Q. Yes Sir

A. I sawed him in the office to ask  
him what had become of an  
amount of a sale of a particular  
date which was not returned  
to me or deposited in the bank

Q. Up to that time you had no  
knowledge of the loss of this money  
he had not told you of it in any  
form?

A. Yes Sir

Q. This was the first knowledge you

POOR QUALITY  
ORIGINAL

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had a few missing money?  
A. N. S. I have no knowledge <sup>of your knowledge</sup>  
for months <sup>of months</sup> from him.  
He would keep telling me that his  
account was so much short  
in his past was so much short.  
and he would explain it away  
and show me in the books and  
the ledger that because short he  
had, and I look it as being correct.  
I had my own suspicions in him, but  
what drew my attention particularly  
to the fact he had about \$5000  
(\$475) a week. I think was the fact  
in trying to make up the shortage  
which appeared as something  
as I recollect it a few thousand  
dollars, he was assisting at the  
time the new bookkeeper, the  
man that had taken his place  
and among other things that  
was discovered in looking over  
the books and papers that were  
connected with the cash was

POOR QUALITY  
ORIGINAL

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That the sales of July 18<sup>th</sup> had not  
been deposited in the bank, and  
it was also found at that time  
that there was no deposit between  
July 18<sup>th</sup> and July 24<sup>th</sup>. I then urged  
Mr Adams to endeavor by all means  
that he knew how to locate that  
particular days sale, and thus, that  
would perhaps help us to locate  
the rest of it, a few weeks or so  
after working on the books he  
came back to me and said he  
decided that he had got on to  
One hundred and seventy five (\$175)  
dollars of it, after a few weeks  
of that days sale?

Also I am now speaking of the  
whole amount involved, I asked  
him where he thought it was and  
he said Frazer & Co, I don't think  
they paid us for a missionary  
ticket which amounts to  
One hundred and seventy five  
(\$175<sup>00</sup>) dollars, and I then

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paid you better investigate it, that is so much found, he went to Dragers people on Telephone to them or reached them in some way or at least claimed he had reached them, and stated to me that they would investigate it, that they had given up a check for my son, but that it had not come back, yet notwithstanding the fact that there bank book had been balanced in the meantime, that was my first cause for suspicion.

Q. That was all that you knew at the time?

A. Up to that minute.

Q. The thousand dollar or more deficiency was that discussed?

A. They located a portion of it, I cannot say exactly how much.

Q. Do you know how?

A. By searching through the books and papers and errors in charging as he explained it to me, and my next

POOR QUALITY  
ORIGINAL

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boonkeeper said it was right  
of Chees that had been mis laid, or any  
thing of that kind?

A. Not as they explained it to me, it was  
imparting and some things and  
some things that showed here been  
created, and matters of that kind

Q. This particular day does your name  
of when you called him in the room  
on the day of the confession that is  
the particular day does you speak

A. Yes Sir I don't know of it

Q. I am sure that your name the particular  
of that day does not appear in  
the books?

A. Yes Sir

Q. When you called him in what did  
you ask him?

A. I said to him Mr Adams I have got  
a trial of your stories of Frager and  
Company, and after explanation  
in regard to this (\$4000) dollars the  
money has been stolen, and I  
want you to tell me what you



POOR QUALITY  
ORIGINAL

0773

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Q. How was about all the conversation  
of those checks you found?  
A. Yes they were more found.

Q. And the money?  
A. The bank says that.

Q. You lost no money in consequence  
of this destroying those checks?

A. No, I got the money all back on  
them all.

Q. The debit appropriate among of the  
proceeds of the fifty dollar check?

A. Yes, he took the cash.

Q. The amount of cash that was  
appropriated was the difference  
between the one hundred  $\frac{75}{100}$   
five dollars the fifty dollars and  
the ten dollars  $\frac{75}{100}$  the four hundred  
and seventy five dollars, the amount  
of the days sales which left  $\frac{75}{100}$   
which he appropriated to his own  
use the amount of  $\$236 \frac{75}{100}$ ,  
which is the difference between  
those checks and the amount that  
should have been deposited for my

15

Credit.

Q. When you say appropriated to his own use, you mean according to his confession in his deposition?

A. I mean he has got it, I don't get it from him.

Q. Did you see him get it?

A. No sir.

Q. Are that your knowledge of your own knowledge is about what he says in his confession?

A. No sir. I have a clear knowledge of it. What knowledge have you besides his confession, personal knowledge?

A. No personal knowledge.

Q. Did you have any interview with Mr Adams brother in your place in this subject?

A. He has two brothers,

Q. With any of them?

A. Yes sir.

Q. Which one?

A. I forget his name. He is a clergyman.

Q. Henry?

16

Yes Sir

Q Was that before or after the con-  
fession?

A When I went for his brother, this same  
afternoon

Q Why did you search for him?

A The brother would have been working  
very hard to try and get Adams to  
go back and go to work and to attend  
to his business long before I suspected  
he was a defaulter, to tell him all  
about the robbery.

Q Did you say anything to him about  
settling it?

A Not that I recollect, I don't recall  
if it whether I did or not

Q Did you say anything to Mr Adams  
about settling it?

A I am not recollect whether I did  
or not, wait a minute, perhaps  
I can think of I did? - yes I did

Q At the time of the confession?

Yes Sir

Q After the confession?

17

After he got through talking to me  
I said to him something like this  
I told him how I treated him, and  
how I had almost taken him out  
of the gutter, and raised his pay  
from time to time, and asked him  
what he thought of himself for  
beating me the way that he had  
and also told him that he  
ought to be ashamed to look  
Thatcher Burroughs in the face after  
going on his bond, and I said  
there was no use in his talking  
about his wanting to go to State  
Prison, I said the best thing for  
you to do is, you get into this  
thing a little way, to try and pay back  
what you owe, and make an  
honest living, and have a wife  
and children to take care of  
you are a bright fellow, and there  
is no use in ruining yourself  
and going up, go off some  
where. <sup>and try</sup> and make a living

18

for yourself, that is about the  
substance, almost identically  
what I said to him.

Q. Did you see Henry Adams to raise  
the money?

A. I don't remember that sir I don't  
remember exactly.

Q. You don't remember?

A. I do not sir.

Q. You say that Mr Adams was  
constantly explaining shortages  
in the accounts, do you remember  
when he first came forward with  
a shortage and explained it?

A. No I don't locate it exactly  
perhaps a year ago, the balance  
never came out to my satisfaction  
they were always explained away  
by him.

Q. Did you keep books in the regular  
way before he came there?

A. Before he came to me?

Q. Yes.

A. No I don't think so, I don't remember

POOR QUALITY  
ORIGINAL

0778

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I don't believe I did

Q Don't you remember when he came  
there and stole books for you, after  
the first because he struck, it  
showed a deficiency?

A Objected to

Q On the Post question not pressed.

Q Did you say anything in this conver-  
sation about your having in mind  
to call on Matthew Burns Jr to  
pay one half?

A Objected to

Q On the Post question not pressed.

Q Have you told all that was said at  
that conversation, & which you  
now remember?

A Yes sir that I can remember

Q Do you remember saying at that  
time anything about asking on  
Matt Burns to pay one half?

A Objected to

Q On the Post question not pressed.

Q Now here you told the whole  
conversation?

A As near as I can recollect it, it is  
the whole conversation  
of Sedgewick you and see if it will  
refer to your recollection. He is  
you then say to him I have in my  
mind to ease upon Matthew  
Burns to pay back?

A I don't recollect saying it  
of nothing of the kind?  
A or a sin

Q Has not it refer to your recollection  
when I ask you if something of  
that kind was said by you <sup>and</sup>  
Mr Adams said that he would  
rather see his brother first, or  
rather you would see his brother  
first?

Objected to

Q Mr Post question not proved  
By Mishers

Q You were not in New York between  
the 19<sup>th</sup> and 24<sup>th</sup> of July

A I believe I was out of town going to  
St Paul

What were Mr Adams duties in the employ of the Railroad?  
A When chief clerk, his duties were to have general supervision of the clerical work of the office to receive moneys from the general ticket agent, deposit them in the bank, and generally discharge all associated office duties.

Was it a part of his duty to deposit proceeds of sales of the day?

A It was a part of his duty to see that the money was correct and deposit them.

If you say that you discovered or you thought that you had discovered shortages in the accounts, from time to time did you ask Mr Adams any time prior to the making of this complaint about these so called shortages and did he explain them to you?

A I might explain them perhaps if you correct the word shortage

To an apparent discrepancy of an amount of money that I would draw, or showed on hand, that his balance sheet at the end of the month would show what I had drawn; or would show what was on hand.

If you sent for a name when you discovered what you thought was a shortage in your account, and had a talk with him?

Answer

If and it was then that he made the confession that you here spoken of and testified to?

Answer

If a verbal confession?

Answer

If he has not for his brother the money that you spoke of after that?

A. I think he went to his brother

If at any rate he seemed to see you?

A. He brother yes.

If and you tried to correct your money

you tried to conceal this shortage?  
A. I am under the impression that I  
discussed the problem with his  
brother, but I do not know to it  
positively.

Q. If you did have any such conversation  
with his brother it was with a view  
to conceal what was due you?

A. Yes Sir

Q. Did you have any conversation, or  
do you mean a confession more  
by Mr Adams since this charge  
was made?

A. Yes Sir

Q. Did he make a confession of this  
short since the charge was made?

A. He was to question  
Mr Adams whether it was made.

Mr Adams then I mean after the papers  
had been introduced.

Admitted by means of papers Ex. 1.

Q. Do you identify this paper (bearing  
witness a paper)?

A. Yes Sir

POOR QUALITY  
ORIGINAL

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Q. Who signed it?  
A. Ernest Adams.

Q. In what handwriting is it?  
A. Ernest Adams.

(Paper appeared in evidence and  
marked (See page 104).

By Mr. Galt

Q. The paper, Mr. Hows just showed  
you and is marked Ex 2. Where  
was it written?

A. In the office of Charon Adams in  
the evening just preceding  
quadrant present?

A. Matthew Burns for Mr. Hows and  
myself.

Q. That was after the warrant was  
issued was it not?

A. Yes sir.

Q. Any man other than Adams  
had been asked to come to that  
office?

A. I don't know what had been  
said to Mr. Adams.

Q. Did you send any word <sup>to him</sup> to come

POOR QUALITY  
ORIGINAL

0784

25 7.

A friend of his in his behalf called  
on me and asked me if I would  
see him at Mr. Howe's office in  
reference to the two hundred and  
seventy five acres that he had taken  
up. I had his friend the conversation  
was over the telephone that I had  
nothing to say to Mr. Adams, if he  
had anything to talk about, I had  
made the complaint to better  
see my lawyer, afterwards the  
party that said that he was the man  
that was taking to me through  
the acceptance, he said something  
about he wanted to fix the thing  
up, and I again referred him to  
my attorney, and Mr. Howe also  
referred him to Mr. Burns the  
landman, and as far as  
Burns land was concerned  
I was going to expect that if I  
could, and I then agreed to <sup>meet</sup> Mr.  
Adams for the purpose of pleasing  
this gentleman. Burns called

Q. R. Hancock; Mr. Hancock came  
to the office

Q. The same then did he not with Mr  
Adams?

A. Yes Sir

Q. You mean about to make the will  
confession?

A. Yes Sir

Q. Mr. Adams wife was there too?

A. Yes Sir

Q. And you say they were not present  
when the confession was made?

A. Yes Sir

Q. Where were they?

A. They were present when Mr  
Adams changed the amount of  
the deposition from Three  
hundred and some odd dollars  
the exact amount I don't remem-  
ber to Two hundred <sup>and</sup> some odd  
when Mr. Hancock jumped up  
and said to Mr. Adams you  
don't want me any more. And  
referred to me that he had, had

POOR QUALITY  
ORIGINAL

0786

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enough of it. We left the room  
of this was before the written confes-  
sion was made?

Answer

Q. So he made an oral confession?  
A. Yes he did not confess to all that  
was in that confession, but he  
did in answer to the questions  
that were put to him, I said Adams  
told me just what his defalcation  
amounted to; I said four hundred  
thirty seven dollars about over  
it; then Mr. B. made the  
return and our books show  
a deficiency of twenty three  
hundred and odd dollars, and  
Adams said that is to make  
down coats about twenty  
hundred and fifty dollars, if  
you send for your own slips I  
can tell you exactly how much  
I have taken from looking at those  
slips?

Q. Had Adams written you a letter

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before this ?  
Answer

Q. Did you keep that letter ?  
A. I think there it was in

of your shortage that Adams showed  
you from time to time more  
balances against you, in favor  
of the company were they not ?  
Answer

Q. When Mr. Ross a minute or two ago  
asked you on Ross's statement  
about so called shortages to which  
you made a reply what did you  
mean by so called shortages ?

A. I mean to say the difference in  
the statements that he would show  
me of my liabilities & assets  
and they always appeared to me  
to be a great discrepancy between  
them ?

Q. Do you mean that the books showed  
that your money in bank <sup>and</sup>  
cash on hand <sup>and</sup> tickets were  
not as much as you owed

59

What Adams would do the books to show that?

Answer

Were you doing other business at the time besides the Railroad business?

A. Only my personal <sup>and private business</sup> In the business in which Mr Adams kept the books had you any creditors except the Canadian Pacific Railroad?

Answer I had creditors

what they had any account?

A. I had no accounts but I owed to <sup>myself</sup> except my railroad account

Were the other creditors were really creditors of the Railroad were they not through you as agent?

A. All the creditors were the creditors of the Canadian Pacific Railroad.

Mr Post

When you speak of these discrepancies did he mean the books to show

To you such a condition of affairs  
if you had stopped your connection  
with the Railroad Company that  
you would have used their  
a considerable amount of money  
applied to

The Post question was passed  
of Mr Skinner you say it was Mr  
Adams duty to receive <sup>the</sup> deposit  
money, to what his duty in that  
respect changed prior to this trans-  
action, about what the change  
is made?

Answer

of no such change?

Answer

of Isnt it true that his duty was changed  
by you and that later after you  
went away, without consulting  
you told your other Clerk to pass  
money through his hands?

Answer

of nothing of that kind?

Answer

31

Q. Where did you go away on the occasion in question?

A. Which occasion do you refer to?

Q. The occasion that covers the transactions

A. I cannot give you the exact time I think it was about the 22<sup>nd</sup> or 24<sup>th</sup> of July.

Q. And came back when?

A. I cannot tell you the exact date just now, I went to a meeting of the Grass Committee, I think it was July 24<sup>th</sup>, I think it was a Saturday. I probably went away a few days ahead of that, and I think I was away until the 27<sup>th</sup> if my memory serves me right I telegraphed my wife to meet me in St Paul on the 22<sup>d</sup>, and then changed it to the 26<sup>th</sup>.

By Mrs. Bees

Q. What were the ticket sales for July 1889? if you know

A. According to the report of my

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Is it a agent? they were four hundred  
and forty one (\$441.75) dollars  
Is it customary to deposit money  
daily of the receipts of ticket sales  
according to my memo it should  
have been done

Is it a agent? they were four hundred  
and forty one (\$441.75) dollars  
Answer in

Is it a agent? they were four hundred  
and forty one (\$441.75) dollars deposited on the  
18th or 19th of July?

Answer in the 19th.

Do you identify this paper (see below  
you?) (showing witness paper)?

Answer in

Do you have handwriting is it in?  
A. C. A. Richards

Is he in your office?  
Answer in

What does he do in your office?

A. Ticket agent. his business is to  
stamp tickets and make a daily  
report of the sales

What does he do with the proceeds

of the same?

A. I turn it over to the chief clerk  
of the Grand Jurors and chief clerk  
on ~~that~~ day?

Answer Sir

Yes when the four hundred and  
forty one \$1000 notes (\$441,000) were  
received on that day it was his  
duty to pay it over to Mr Adams?

Answer Sir

Yes Mr Adams duty was to deposit  
the money?

Answer Sir

Yes the four hundred and forty one \$1000  
(\$441,000) dollars deposited on the  
18th or 19th day of July as far as you  
know?

A. As far as I know it was never  
deposited?

Paper offered for authentication  
Guinness Peoples Ex A.

By Mr. Pook

Q. The money came to Mr Richards  
Answer Sir

Q How as to that document marked  
Ex A for identification you have  
no knowledge of the truth of its  
contents, no personal knowledge

A The figures are correct

Q The figures for that day?

A The proceeds of the tickets and the  
extensions are all correct.

Q But as to whether these proceeds were  
made and the money received  
you never talking about it of  
your own knowledge?

A Never

Q In the

Q There is a book kept in your  
office showing the daily receipts?

A Yes sir

Q And that book was kept by Mr. Richard  
Ayres his police cash book

Q Can you identify it if it is shown you?

A Yes sir

Q Is that the book (showing)

A Yes sir.

Book admitted and offered in Ex 4.

35

William V. A. Pak having  
passed a certificate on the part of  
the people being duly sworn  
deposes and says

That he resides

at 304 West 15th Street

of what is your business?

A Book keeper

of what bank?

A National Citizens Bank

Are you familiar with the account  
of B. V. Skinner?

A Yes.

Would he keep any account in your  
bank in the month of July last?

A Yes Sir

When you examined his account  
with a view of ascertaining if  
there was a <sup>deposit</sup> ~~deposited~~ made  
between the 19th of July and the 24th  
of July?

A I have

As a result of your examination  
what did you find?

A. No deposits made between the 19th and 24th of July.

Q. How much the amount of deposits made on the 19th of July?

A. Five hundred and twenty five  $\frac{55}{100}$  & 57  $\frac{55}{100}$  dollars.

Q. Was there a deposit made on the 18th of July?

A. Yes sir

Q. How much?

A. Six hundred and sixty nine  $\frac{99}{100}$  dollars.

Q. There was no deposit between the 19th of July and the 24th of July?

A. Yes sir

Q. How much the amount for Adams?

A. Does not

Cross Examined by }  
The Post }

Q. Prior to the 19th of July were daily deposits made?

A. That I cannot say

37

Q. Subsequent to the 31<sup>st</sup> of July were  
daily deposits made;

A. I cannot say.

Q. The reason you cannot say is because  
you did not propose yourself to  
testify;

A. Yes sir

Q. And if you had the books here you  
could testify;

A. Yes sir

By Mr. Hays.

Q. Can you tell by looking at the cash  
book;

A. I cannot rather than the ledger

Q. Assuming that the pass book would  
show that it was balanced to the  
first of August, can you tell  
from that whether a deposit  
was made between the 19<sup>th</sup> and  
the 31<sup>st</sup> of July;

A. I cannot

Q. I now show you a book and ask  
you whether it is a pass book  
showing an account kept

with Mr Skinner with the National Citizens bank?

Ayes sir it is

Q And you recognize the outlay there?

Ayes sir

Q And some figures there are in your handwriting are they not?

Ayes sir

Q Can you now positively testify whether or not there was a deposit made by Mr Skinner with the bank between the 19th and 24th of July? Prior to the time the 19th what series of deposits do you find?

A Commencing when?

Q Going back from the 19th.

A There were made almost daily deposits, 2 deposits made on the 15th and 2 on the 16th and one on the 17th.

Q You mean July?

Ayes sir, and one the 18th and one the 19th. This was because

39

on the 13th of May and it is customary  
sometimes for a dealer not to  
make any deposits while the  
book is being examined; and therefore  
I deposits were made on the 17th  
of May

Q That stop is probably due from the  
time it was to be examined the books  
A Yes Sir 20. 22. 23. 24. 25<sup>th</sup> & 28th.

Q In other words deposits were  
almost made daily?

A Yes Sir

Q There was no such stop made  
then as there is from the 19th to 24th  
of July?

A Yes Sir

Q After the 24th of July how do you  
find it?

A Almost daily

Q From the examination of this book  
that you made and from your knowledge  
of the deposits made to the  
credit of Mr Skinner you would  
say that from the 19th to the

POOR QUALITY  
ORIGINAL

0799

40

24th of July there was no obvious  
break in the deposits.  
A. De laud says so.  
If you find any such break before  
or after that time,  
A. Masii

JH

Phases & Richardson asked  
on the part of the people being  
duly sworn deposed and says  
About Examination

Where do you reside?  
U.S. 351 West 141 St. Detroit

What is your business?

A Ticket agent of the Canadian  
Pacific Railway

Were you in the employ of the  
Canadian Pacific railway in  
the month of July last?

A Yes Sir

As ticket agent what were your  
duties?

A To stamp and sell tickets and receive  
the money and turn the money  
over to the Chief Clerk.

Who was the Chief Clerk in the  
month of July?

A Mr Adams.

Is he dependent?

A Yes Sir

Is showing on this paper Ex 1 for identity

42

restitution, and advise if you  
recognize it?

Answer

Q. In whose handwriting is it?

A. Mine

Q. What does that paper show?

A. It shows the sum July 28th.

Q. What was the total amount of sales  
for that day?

A. Four hundred <sup>and seventy one</sup> 7/100  
\$471 7/100 dollars

Q. Was that money received by you  
over the counter?

Answer

Q. What did you do with it?

A. I handed it to Mr Adams for  
deposit

Q. When was it handed to him?

A. This paper was handed to him on  
the evening of the 28th.

Q. With the money?

A. We sometimes make a deposit  
during the day.

Q. Was four hundred <sup>and seventy one</sup>

43.

Q/100. & 11/1. 11/100 were the proceeds  
of the sales of that date handed to  
Adams the defendant?

A/yes

Paper offered in evidence & marked  
Exhibit 5.

Q/Prof Ex 1000

Q/you handed the proceeds of those  
sales to Mr Adams?

A/Idid

Q/when?

A/on the 18th of July.

Q/what time of day?

A/Idont recollect the exact time

Q/The same time you gave him  
that paper?

A/It is my opinion that the money  
was turned over for deposit and  
the slip turned over in the evening  
to cover it on the 18th of July

Q/when was the money given to him?

A/on the 18th of July.

Q/By you?

A/yes

44.

Q Do you remember the circumstances  
A yes sir

Q What time of day was it?  
A I said I could not exactly state  
the exact date.

Q Was it after banking hours?  
A I believe it was before  
Q Before banking hours?  
A yes sir

Q Did you make up your statements  
after the day was before banking  
hours?

A No sir I make up my statements  
at the end of the class after the day  
business?

Q What do you mean by that?  
A At the time I close our ticket  
business 6 o'clock

Q You don't mean to say that you  
gave him that money before  
you made up your statement  
A It is my idea that I did

Q You don't mean to say that you  
gave it to him before the closing

45

of the days business?

A. I think I give it to him before the days business closed?

Q. Is that true?

A. It is my impression that I did  
Q. How long before the days business  
closed?

A. In time to get it to the bank

Q. Before 3 o'clock?

Answer

Q. And did you do any business  
after 3 o'clock that day?

A. Not that I know of

Q. No business after 3 o'clock?

Answer

Q. About you usually do business  
after 3 o'clock?

A. Sometimes I do and sometimes  
I do not.

Q. Is it your habit to turn over money  
before 3 o'clock?

A. If there is enough to deposit for  
that day.

Q. And you turn it over to him to arrange

46

for deposits?

A. I turned it over to him to arrange  
for deposits.

Q. Did you ever use out the deposit  
ticket?

A. I believe I did.

Q. Did Mr Adams always make  
deposits?

A. The money was always turned  
over to him for deposit.

Q. By you?

A. Yes Sir

Q. The money was actually turned  
over?

A. Yes Sir

Q. You didn't make the deposits and  
turn over the pass book to him  
merely?

A. No Sir

Q. You did not do that?

A. No Sir

Q. You didn't send deposits to the  
bank with the boy instead of  
giving it over to Mr Adams.

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Objected to

Mr Post Question not pressed  
 Q. were you in the habit before the  
 19th of July immediately before  
 the 19th of July and about that  
 period of sending deposits to  
 the bank by the boy instead  
 of turning the money over to  
 Mr Adams?

A. Yes the boy was sent to the  
 bank in some instances when  
 he could not go.

Q. what sort of business?

A. Mr Adams.

Q. if you always turned your deposits  
 over to Mr Adams?

A. Yes

Q. That was the invariable rule?

A. Yes

Q. Did not you give Mr Adams these  
 deposits along about noon, the  
 morning of the day of the sales  
 on the 18th?

A. I cannot recollect the exact hour

48

it may have been

of was not along lunch time 12 o'clock.

A. I think me it was along 12 o'clock

of Hoyer think it was 12 o'clock

A. I don't think it was before 12 o'clock.

of Hoyer think it was must after 12 o'clock

A. It may have been a little after 12 o'clock

learned at least exactly, but my

impression is it was after 12 o'clock

of and that was on the 18th

Assisi

of It was the very day of the sales that that money represented

Assisi

of and that didn't represent any of the sales of the 17th

Assisi

of and which of course didn't represent any of the sales of the 19th

Assisi

of It didn't take any other money that was received that day for deposit

49

over to Mr Adams, either that day  
or later?

Answer

Q. There was no more money come  
in that day is that what you mean  
A. So far as I can recollect there  
was no more money?

Q. This the amount of money stated  
in the statement in evidence is  
all the money that you received  
that day?

Answer

Q. Do you remember when you gave  
Mr Adams a deposit next before  
this one?

A. I might remember if I saw the  
amount?

Q. Have you the cash book here?

Answer (looking at cashbook)

Q. Now answer the question?

A. I have no recollection of any par-  
ticular time for giving him  
deposits but it was the rule to  
give him the money every day

afeto sales.

By Mr. Shees

Q. It was the invariable rule?  
A. Yes.

By Mr. Pugh

Q. I find a deposit on the 78th of 696.07  
dollars when did you give him that  
amount?

A. The 77th was a deposit of 696.07  
dollars.

Q. On the 77th I find a deposit of one  
hundred and twelve <sup>20</sup>/<sub>100</sub> (\$112.20)  
dollars when did you give that to  
Mr. Adams?

A. There was such an amount in my books  
as one hundred <sup>20</sup>/<sub>100</sub> (\$112.20)  
dollars.

Q. On the 76th there is a deposit of  
sixty six <sup>00</sup>/<sub>100</sub> (\$66.00) when did you give  
that to Mr. Adams?

A. There was such an amount as that.

Q. On the same day there is a deposit  
of 813 <sup>72</sup>/<sub>100</sub> dollars in the pass  
book when did you give that to

POOR QUALITY  
ORIGINAL

0810

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Mr Adams ?

As there is a credit amount.

If there you any amount between the  
15th<sup>th</sup> and the 78th that amount for  
three deposits either in whole or  
in part as thirteen hundred and  
seventy two 30 (\$1372 30) dollars and  
Sixty six (\$66.00) dollars (one hundred  
and twelve 20/100 (\$112 20) dollars?

A Document answer that, my books  
show for the 76th<sup>th</sup> (10th) three hundred  
and forty three 67/100 (\$443 67/100) dollars  
as my 2000 for back days.

If what does it show for the 15th ?  
A Fourteen hundred and thirty eight 30/100  
(\$1438 30/100) dollars

If there any more between the 11th  
and 15th inclusive ?

A On the 72th Eleven hundred and twenty  
one 60/100 (\$1121 60) dollars.

If that you turn that over to Mr  
Adams ?

As per Sir

If all in one lump ?

12

A moment say whether it was all in  
one lump

Q Did you always turn over to Mr Adams  
the full days sales?

A Yes Sir

Q Was that your invariable practice?

A Yes Sir

Q And would you say whether you  
turned over that days sales to Mr  
Adams in one lump?

A Perhaps you don't understand me  
I didn't turn over the full days sales  
always, I sometimes turned over  
over a certain amount to bank, to  
bank a portion of my days sales  
and turn the remainder over to Adams  
at night

By Mr. H. S.

Q If there was money enough to  
bank at 3 o'clock you turned it over

A Yes Sir

Q For the purpose of banking?

A Yes Sir

Q And what was left you turned over

53

at night ?

Answer

By Mr Post.

Just down at this pass book at the  
items of deposit July 6th and  
two on the 10th which were opposite  
show the initials E. V. S. Do you  
know what those initials mean.

Objected to

Mr Post, objecting withdrawn.

It was sometimes the custom of  
Mr Skinner

of I am asking you if you know what  
that means ?

By the Court

Do they indicate anything special  
in connection with the item ?

As far as I can learn they indicate  
that Mr Skinner has seen the  
bank book.

Mr Post

What do you mean by as far as  
you can learn ?

As far as I know.

54

Q. You mean as far as you infer, or what you learned from Mr Skinner or somebody else?

A. I believe it was the custom for Mr Skinner to put his initials to the deposits when he saw it corresponded with the books. This book is brought to Mr Skinner by Mr Adams.

Q. Those initials have no relation to any actual change that you and Mr Skinner made in the books?

A. Yes sir.

Q. That you are positive of?

A. Yes sir.

Q. Now from the last one of the deposits checked with the initials E. V. B. down to the 18th of July did you make daily settlements with Mr Adams?

A. Daily settlements? Yes sir.

Q. Positive of that?

A. Yes sir.

55

Q What day you mean by daily settlements  
A That was a loan raised when what  
had been deposited, and I received  
them in my cash slip in the  
morning to cover the sales.

Q That is what you mean by these  
daily settlements, you raised so  
that each day?

Answer Sir

By Mr. Shaw

Q In the month of July 1859 was it a  
part of Mr Adams duty to keep  
the check book, the stubs?

Answer Sir he always kept the check  
book.

Q Last year to look at the outlay on the  
stubs opposite the checks, that were  
drawn in the month of July 1859  
and are you in whose handwriting  
they are?

A Mr Adams

Q Check Book and stubs offered in  
evidence and named People Ex. 6.

Q You say that you remember

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turning over Four hundred & seventy  
one thousand (\$471,957) dollars on  
July 18th ?

Answer

If you remembered that distinctly ?  
Answer

If now what is it that appears to your  
mind this particular transaction  
The fact was that in the cash of that  
day there was a check of Corbett  
Frazier for One hundred & seventy  
five (\$175,000) dollars.

Which you turned over to him for  
deposit

Answer

If that was a check which you  
received for the railroad in  
payment of a ticket ?

Answer

If that was a check that appears  
by the ticket sales slip marked in  
Evidence Ex 5 ?

Answer

If do you know whether that check

57

was considered, if you have no personal knowledge, a fit doubt answer it?

Answer

By Mr. Post.

Q. I want to ask you once more you are sure about having given the four hundred <sup>and</sup> seventy one <sup>and</sup> 75 dollars to Mr. Adams on the 18th, the very day after the sale?

Answer

Q. That is your day?

Answer

Q. But this is not your day?

Answer

Q. And you are fully understanding that you are testifying about this particular day?

Answer

Q. And there is no question about it having been on that day?

Answer

Q. And about 12 o'clock that day on the very day after the sale?

58

Ayes Sir



Wallace Peck being called as  
a witness on the part of the people  
being duly sworn deposes & says  
That Examination

Where do you reside?

A. 137 Schumacher Street, Brown

of you are in the employ of E. Frazier  
& Co.?

Ayes Sir

How do you mean in the month of July  
1891?

Ayes Sir

On the 18th of July do you remember  
paying the Canadian Pacific Rail  
way any money?

A. I did not personally but there was  
a check drawn on that day which  
the stub check shows.

549

Q. What was the date?

A. July 18th.

Q. For how much?

A. One hundred and seventy five dollars

Q. Was that check paid?

A. It was not paid

Q. Was it ever turned in to your account?

A. Yes

Q. This account of one hundred and seventy five dollars did you afterwards pay it?

A. I did afterwards, I had the first one stopped in the bank in case it should turn up, I sent notice to the bank in case it was presented to consider it cancelled and that a new check was issued on the 31st of August for the same amount.

Q. This check of one hundred and seventy five dollars was paid?

A. Yes

Q. To the Canadian Pacific Railroad?

A. Yes

POOR QUALITY  
ORIGINAL

08 19

60

Mr Post

I want the copy examined  
after his witness

Mr Moss

Case for the people

Mr Post

I want further examination  
by the court

Defendant held to bail in sum  
of \$900 for trial at the court of  
general sessions

A

POOR QUALITY ORIGINAL

0820

Police Court 3rd District.

Affidavit - Larceny.

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

Edward O. Skinner

of No. 353 Broadway Street, aged 40 years,

occupation General Eastern Agent being duly sworn

deposes and says, that on the 18th day of July 1889 at the City of New

York, in the County of New York, was feloniously taken, stolen and carried away from the possession of deponent, in the day time, the following property, viz:

Gold and silver money of the United States to the amount and value of Two hundred and thirty six dollars and seventy five cents

the property of The Canadian Pacific Railway Company, and in care of deponent as General Agent of said Company 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 Ernest H. Adams, for

the reasons following, to wit: that said deponent was then in the employment of said Company as chief clerk and it was his duty to receive and deposit said money. That deponent found the Bank account short in said amount, and upon questioning the said deponent he admitted and confessed to deponent that he had appropriated said money to his own use and had spent the same at the place. Deponent, therefore, prays he may

Sworn to before me this 18th day of July 1889  
Police Justice

**POOR QUALITY ORIGINAL**

0021

Be arrested and leave with us  
The law may direct.

Sumner & Ryan meeting  
5<sup>th</sup> day September 1889

*E. Hagan*   
Police Justice

POOR QUALITY ORIGINAL

0822

Sec. 198-200.

District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss.

Ernest H Adams 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. Ernest H Adams

Question. How old are you?

Answer. 32 years

Question. Where were you born?

Answer. Cuba

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

Answer. 750 E 170th St 3 weeks

Question. What is your business or profession?

Answer.  Clerk

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 and demand an Examination

Ernest H Adams

Taken before me this  
day of OCTOBER.

1889

Police Justice.

[Signature]

**POOR QUALITY ORIGINAL**

0823

Sec. 151.

Police Court 1<sup>st</sup> 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 any Marshal or Policeman of the City of New York:*

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 Edward C. Skinner of No. 353 Broadway Street, that on the 18 day of September 1889 at the City of New York, in the County of New York, the following article to wit:

gold and silver jewelry to the amount of

of the value of Two hundred and thirty-five Dollars, the property of The Canadian Pacific Railway Company w as taken, stolen and carried away, and as the said complainant has cause to suspect, and does suspect and believe, by Robert H. Adams

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

These are Therefore, in the name of the PEOPLE of the State of New York, to command you the said Sheriff, Marshals and Policemen, and every of you, to apprehend the bod 7 of the said Defendant and forthwith bring him before me, at the First 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 5 day of September 1889

Edward C. Skinner  
POLICE JUSTICE.

**POOR QUALITY ORIGINAL**

0824

Police Court 1st District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Edward V. Skinner

vs.

Ernest H. Odian

Warrant-Larceny.

Dated Sept 5 1889

Hogan Magistrate

Garity Officer.

The Defendant

taken, and brought before the Magistrate, to answer the within charge, pursuant to the command contained in this Warrant.

111 West 33 Street Officer.

Dated 5 Nov Bar K 188

This Warrant may be executed on Sunday or at night.

\_\_\_\_\_  
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

\_\_\_\_\_  
Police Justice.

The within named

POOR QUALITY ORIGINAL

0025

Witnesses:

Wm. V.O. Poe

National City Bank

or 354 West 15 St

Charles S. Richardson

351 West 14th St

Wallace Park

132 Selamoham St.

Alabaja

or care E. Taggart

my.

Charles H. Adams

1187 West 9th Ave

"The Embroidery"

BAILIED,

No. 1, by

Residence

No. 2, by

Residence

No. 3, by

Residence

No. 4, by

Residence

No. 5, by

Residence

No. 6, by

Residence

No. 7, by

Residence

No. 8, by

Residence

No. 9, by

Residence

No. 10, by

Residence

No. 11, by

Residence

No. 12, by

Residence

No. 13, by

Residence

No. 14, by

Residence

Police Court

District

1st 1652

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Edward P. Adams

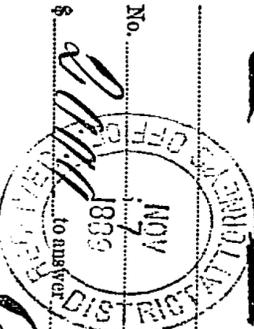
353 Broadway

Charles H. Adams

1187 West 9th Ave

"The Embroidery"

1187 West 9th Ave



No. 1500 E Oct 31 1889

See testimony

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

Charles H. Adams

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 31 1889 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.

POOR QUALITY  
ORIGINAL

0826



300 MULBERRY ST.

New York, April 29<sup>th</sup> 1892.

Mr Henry W. Ungor  
Depty. Assn. & Secty. to Dist. atty.  
My dear Sir

Yours of 27<sup>th</sup> inst. at hand. I am daily engaged on a matter which I find difficult to leave between the hours of nine a.m. & 5 p.m. & if a communication by note will do as well on the subject you wish to see me you may depend upon a prompt reply.

Ernest N. Adams I know, also his wife, the latter I saw last night. -

Sincerely yours

Wm E. Frank

How about the telephone.

**POOR QUALITY ORIGINAL**

0027

COURT OF GENERAL SESSIONS.

-----X	
The People	:
	:
v.	:
Ernest H. Adams,	:
Indictment filed Nov. 11, 1889;	: Tried Jan. 27, et seq.,
indicted for grand larceny in	: 1890/ Before the Hon.
the second degree.	: Rufus B. Cowing and a Jurv.
	:
	:
-----X	

Assistant District Attorney Parker for the People.  
Louis F. Post, Esq., for the Defense.

-----

C H A R L E S A. H E S S testified that he was an attorney and counsellor at law practising in the City of New York. He had had business relations with Mr. E. V. Skinner, General Eastern Agent of the Canadian Pacific Railway. Mr. Skinner had consulted him in regard to the charge against the defendant, and he, the witness, aided in procuring the warrant for the defendant's arrest. He, the witness, was the attorney in the City of New York for the Canadian Pacific Railway. He proceeded at the request of the officers of the road in

POOR QUALITY  
ORIGINAL

0020

(2)

Montreal. He had known the defendant ever since he entered the employ of the Canadian Pacific Railway--about a year and a half. He was employed in the office of Mr. Skinner at 353 Broadway. He, the witness, visited the office almost daily. He saw the defendant on September 23d at his, the witness's, office in relation to the ~~xxxx~~ charge against him. His, the witness's, office was at 206 Broadway. There were present at that time the defendant, Mr. Skinner, and Mr. Matthew Byrnes, Jr., who was the surety on the defendant's bond given to the Railway Company. There were also present Mrs. Adams and her young child, and a gentleman named Fowler, understood to be a friend of the defendant. Mrs. Adams opened the conversation by saying that she brought her husband to the office to find out if some arrangement could not be made to settle with the Railway. He, the witness, said that they were in no position to settle, because Mr. Skinner had already made a complaint, and it was too late, but that they could make any arrangement with Mr. Byrnes, the surety, whom he had asked to meet them. So far as the Railway Company was concerned, until Mr. Adams made a confession of what he had done and how much money he had robbed the company of, the company would listen to

**POOR QUALITY  
ORIGINAL**

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(3)

no proposition. The defendant then said that he, the witness, ought to have pity on his, the defendant's, wife and child, and he, the witness, said that he had pity for them, but that he had instructions from Montreal and that he had to carry them out. He then said to the defendant that if he would make a confession, telling how much he had taken, he would submit it to the authorities in Montreal, and if they wished to do so the charge would be withdrawn. He told Adams that, in his opinion, he had stolen about two thousand or three thousand dollars. Adams said, "No, it is not as much as that. It will not exceed twelve hundred dollars, and may not be over eight hundred dollars." Then Mrs. Adams said, "Why, Ernest, you have lied to me. You told me that it would not be more than four hundred dollars, and I have gone around to try to raise this money to settle." Then Mr. Fowler, his friend, said, "If it is more than four hundred dollars, I have done with this case. I am going out," and he went out. Then the defendant commenced to cry and asked his wife to leave the office, saying that he did not want her to hear what took place. Within fifteen or twenty minutes after the defendant had urged her she went out. Then Adams said to the witness, "I

**POOR QUALITY  
ORIGINAL**

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can't tell you the amount I took, unless you send for the sales slips--the yellow slips--and he, the witness, telephoned to the office at 353 Broadway and had the slips brought down, and he, the witness, said, "How can you tell by going over the slips what you took?" The defendant said, "I know the dates. I remember the dates. To some of these slips I forged Mr. Skinner's initials." He, the witness, said, "As you go over the slips, I want you to initial such of them as you forged." He did initial one or two of them. He checked off the slips in the private office of his, the witness's, partner, Mr. Townsend. He, the witness, and Mr. Skinner were there with the defendant. Then the defendant returned to his, the witness's, office, and there was a general conversation, the substance of which the defendant put into his confession. The defendant wrote the substance of the conversation himself. Then he, the witness, as a notary public, attested the defendant's signature to the confession. The defendant took about an hour and a half to write the confession. He, the witness, said, "Adams, before you sign your name to that and I swear you to that you had better read it over," and the defendant read it over, and he, the witness, read it in the presence of

**POOR QUALITY  
ORIGINAL**

0031

(5)

Mr. Skinner and Mr. Byrnes. The defendant signed his name and swore to the confession. While Adams was making the confession he, the witness, called Adams's attention to a paper saying, "Adams, on the 8th of September you wrote a letter to Mr. Skinner," and he the witness, showed the letter to the defendant. Adams said, "Yes, and I am very sorry for it. I made a fool of myself." Then he made a reference to this letter in the confession. In running over the slips certain slips were picked out, because Adams said, "These are the amounts I took, and on these dates." Adams said that he had forged on the slips that he had picked out the initials E. V. S., those being the initials of Mr. Skinner's name.

Under Cross Examination, the witness testified that his orders to prosecute Adams came from Montreal, but he could not recollect whether they came through Skinner or direct from the company. He applied for the warrant for Adams's arrest some time in August, 1889, about a month before the arrest. The warrant was first given to the Sergeant in the Tombs Police Court. He did not know that the warrant was in his office at the time the confession was made, but thought not. The letter that

**POOR QUALITY  
ORIGINAL**

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(6)

he called to Adams's attention while the confession was being made had been spoken of in the presence of Mrs. Adams and Mr. Fowler. He, the witness, said, "Adams is in no position to ask a favor after writing a letter of this kind." This was said before the confession was begun. The way in which the forging of the initials enabled Adams to appropriate money was that the slips were made out daily, and Mr. Skinner examined them, and in examining them he checked them off with his initials if they were supposed to be correct.

W A L L A C E P E C K testified that he lived at 132 Schermerhorn Street, Brooklyn. He was a clerk in one of the offices of the Canadian Pacific Railway in Water Street, the firm name being Everett Fraser & Co. On July 18th Everett Fraser & Co. bought a ticket from E. V. Skinner for Yokohama, Japan. The ticket was paid for with a check of Mr. Fraser for one hundred and seventy-five dollars. The check never came back from the bank, and he, the witness, had never seen it since. Later the check was stopped and a new check for that amount was given to Mr. Skinner.

W I L L I A M V. A. P O E testified that he was a book-keeper in the National Citizens' Bank, at 401

**POOR QUALITY  
ORIGINAL**

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Broadway in the City of New York. He knew Mr. E. V. Skinner. He was a depositor in the bank. He was a depositor on July 18th, and was still. The witness identified Mr. Skinner's pass book with the bank. It contained the entry of deposits made to the credit of Mr. Skinner.

C H A R L E S S. R I C H A R D S O N testified that he lived at 351 West 141st Street, in the City of New York. He was ticket agent of the Canadian Pacific Railway Company at 353 Broadway, under Mr. E. V. Skinner. He had been employed for about two years in that office. It was his duty to sell tickets and turn the receipts over to the defendant. He sold tickets over the line of the Canadian Pacific Railway and its connecting lines. He received cash over the counter, and kept the money in a till and turned it over to the defendant to be banked. Adams was employed as chief clerk and cashier. Adams was the witness's official superior. Adams kept books of record. He, the witness, only kept a day blotter. He, the witness, made entries as to his receipts over the ticket counter as well as the different receipts in the office received by him. He, the witness, also turned over a skip to the defendant. It was

**POOR QUALITY  
ORIGINAL**

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(8)

called the cash slip of the receipts taken from his, the witness's, book. They might be called sales slips. Every sale appeared on the blotter and on the sales slip, and he, the witness, checked them off. He turned over the cash and the slip at the same time to the defendant. His book presented a complete statement of the receipts on July 18th, 1889. On that day he furnished Adams with a slip containing a full statement of cash received over the counter during that day. On the 18th of July he turned over to Adams a check for \$175 from Everett Fraser & Co., which was payment for a ticket to Yokohama, and also two hundred and ninety-six dollars and seventy-five cents in cash. The Everett, Fraser & Company check was the only check that he, the witness, turned over on that day. He, the witness, made no deposits in the bank except when Mr. Adams was very busy or when he was absent. The defendant made the deposits in person. In the pass book of the bank there was no entry of a deposit of the receipts of July 18th. Mr. Skinner was at that time absent on a trip to St. Paul. The defendant was present in the office every day during Mr. Skinner's absence. During Mr. Skinner's absence no comparison was made between the sales slips and the deposits in the bank.

**POOR QUALITY  
ORIGINAL**

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Afterwards, when a new clerk to succeed Mr. Adams there was an examination, and the result was that there was a discrepancy between the amount deposited and the amount received. Mr. Adams's successor reported the discrepancies to Mr. Skinner on his return. He, the witness, remembered the defendant moving from New York to Brooklyn, and he remembered the defendant getting a day off for that purpose. He, the witness, did not know how long Adams remained in the office the day he moved. On the 18th of July he, the witness, remembered making four sales, one of which was to Everett, Fraser & Company, and the others were to travellers over the counter. He remembered that one ticket was for San Francisco, another ticket for Hong Kong and another ticket which cost a hundred and fifteen dollars. The Hong Kong ticket cost a hundred dollars. He turned over to the defendant all cash except the Everett, Fraser & Company check. He did not think that Mr. Skinner checked off any part of the \$471.75 that he turned over to the defendant on that day. Mr. Skinner frequently got money from him, and gave him a memorandum to put in the drawer, or gave him his own check. He, the witness, on the 18th of July turned over the \$471.75 to Adams about noon. He did not

**POOR QUALITY  
ORIGINAL**

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give him the sales slip then, but in the evening. He was accustomed to turn over the sales slip to him after business hours along about six o'clock. He, the witness, did not look into the pass book before giving the sales slip to the defendant, to see whether the deposit had been made for that day, because the defendant said that the pass book was at the bank being balanced. He, the witness, did not put the money into the bank book himself. Mr. Adams did not ask him to leave the bank book at that time at the bank to be written up. It was his custom to turn over whatever money he had at noon and take the defendant's due-bill, and turn the due-bill in at six o'clock as cash. Mr. Skinner at that time employed a boy named Charles Terhune, living at 2631 Eighth Avenue. Mr. Skinner had directed him, the witness, to obey the orders of the defendant when Adams was first put on the pay-roll. He, the witness, followed these instructions.

E D W A R D V. S K I N N E R testified that he lived at 38 West 44th Street in the City of New York. His business was General Eastern Agent of the Canadian Pacific Railway Company at 353 Broadway. He had the supervision of the affairs of the Company in the Eastern

**POOR QUALITY  
ORIGINAL**

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(11)

States--both freight and passenger business. Tickets were sold at his, the complainant's, office. He, the witness, was under salary to the Company. The defendant had been employed as Chief Clerk and cashier, He had also in his employ a book-keeper named William H. Green. Adams's duties were to keep the books, and have a general supervision of all the subordinates in the office. He had also the duty of handling all the moneys that might come in from any source. They were to be turned over to him by Richardson, whose duty it was to receive them. Richardson was instructed to turn over moneys to Adams and to no one else. A sales slip was a slip to show what moneys the ticket agent, Mr. Richardson, received during the day, and that he turned over to the defendant. Richardson kept a blotter as a check against the sales slips. Adams had been in the employ of the company for about two years. After he left the employ of the company his place was filled by Mr. Dudley, who was still in the employ of the company. Adams was discharged by the witness. Adams kept a full set of books. He, the witness, was expected to make a remittance twice a month to the company, whenever he had cash enough to make it worth while to send a remittance. He, the witness, had

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(12)

absolute discretion as to the se remittances. Adams was under bond to him, the witness, personally. His bondsman was Matthew Byrnes, Jr., of the City of New York. The moneys of the Company in the custody of the witness were kept in the National Citizens' Bank at 401 Broadway, and he, the witness, had a pass book for that bank. His, the witness's, instructions to Adams were that he should take charge of all moneys and deposit them, but if the defendant was busy or absent some one else in the office made the deposit. The defendant kept the pass book in his desk or in the safe, under his immediate control and custody. He, the witness, endeavored to examine the pass book every day, but he was sometimes busy or was absent from the city. It was his custom to take the sales slips of the day, or the sales slips for several days, as the case might be, if he had not examined them for several days, and ascertain the amount of cash received from the various sources--rents or tickets. If there was any discrepancy he, the witness, asked where it was. He asked Adams. Adams was in the habit of submitting the books to be examined and the sales slips. He, the witness, turned to Adams for the explanation of any discrepancy, and he would make some

**POOR QUALITY  
ORIGINAL**

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explanation, and would say that he, the witness, had drawn so much cash during the month, and he, the witness, was constantly making these apparent discrepancies good so as to keep his account balanced. About July 18th, 1888, he, the witness, went to Chicago and St. Paul, and was absent about ten days. Before he left he had a conversation with the defendant about a shortage in his, the defendant's accounts. Adams told him, the witness, that the accounts were all right with the exception of about fifty dollars. He returned from the West on the 28th of July, but Adams was not at the office. He, the defendant, returned to the office several days afterward, and he, the witness, took Adams to task for taking tickets from the office. He had taken two tickets without paying for them, and he, the witness, told him that the accounts must be straightened up at once. Adams proceeded to work upon the account and reported that there was about eight hundred dollars discrepancy between the sales slips and the amount of cash on hand. He, the witness, told Adams that he must straighten it out. Then the new book-keeper came just after the first of August--and he and Adams worked together. From day to day Adams made reports to him and then absented himself from the office,

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ORIGINAL**

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and he, the witness, wrote him a letter, and Adams came to the office on the 30th of August. He, the witness, then told Adams that the amount of \$471 covered by the sales slip of July 18th had been stolen, and he, the witness, said, "Adams, you stole it." After a short pause Adams said, "Yes, I did; I took it." He, the witness, said, "Adams, it was not all in cash, there was some checks in it. What have you done with the checks?" Adams said, "I destroyed the checks." He, the witness, asked, "Where is the cash." Adams replied, "I blew it in at the horse races." Adams said then, "There was a check for \$175 from Fraser & Co, and there was your personal check for fifty dollars that you lent me before you went away, and there was the check for ten dollars that you gave to Richardson. Of course, you didn't lose \$471 then. You simply lose the difference between the amount of those checks and the amount of the cash sales of that day." Then Adams took a piece of paper and figured it out and said, "You are out only two hundred and some odd dollars." He, the witness, said that, considering the way he had treated him it was rather hard, but as he was a young man he did not wish to prosecute him, and that the best thing he could do was to fix the matter

**POOR QUALITY  
ORIGINAL**

0041

(15)

up and return his, the witness's, money to him. He, the witness, said that if Adams did not do it, he, the witness, would be compelled to call upon Adams's bondsman. Then Adams said, "Please don't go to Mr. Byrnes until after I have been to see my brother." Adams's brother was a clergyman. Adams said, "I think my brother will make this good. I will go to see him and see what he will do." The following afternoon the defendant's brother called on him, the witness. He, the witness, did not see Adams again until he saw him in Mr. Hess's office. The witness then detailed the occurrences in Mr. Hess's office, as previously testified to by Mr. Hess. The letter that Mr. Hess showed to Adams in Mr. Hess's office at the time of the confession, was a letter which Adams had written to him the witness, threatening to expose alleged wrong-doing on his, the witness's part to the officers of the company, and to his, the witness's, fellow trustees of the Brooklyn Bridge.

M A T T H E W B Y R N E S, J R., testified that he lived at 1187 Lexington Avenue. He was acquainted with the defendant Ernest H. Adams, and had been acquainted with him for about three years. He was the surety upon Adams's bond given to Mr. Skinner for the

initials of the defendant's name in his office

**POOR QUALITY  
ORIGINAL**

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(16)

faithful performance of his duties in his office. He, the witness, was present in the office of Mr. Hess when Adams made his confession. Mr. Hess asked Adams what was the amount of money that he had taken from Mr. Skinner, and Adams replied, from eight hundred to twelve hundred dollars, and Adams said, "I think I can tell better if I see the sales slips." And then Mrs. Adams said, "You have lied to me; you told me that it was only three or four hundred dollars. I can do nothing for you." At first Mr. Fowler said, "You have lied to me; I don't see that I am of any further use here," and he went away. Adams then took the sales slips and looked them over, and made out a memorandum, and said that the amount of his stealings was about twelve hundred dollars.

For the Defense D A V I D B. S T E V E N S O N testified that he lived at 273 West 47th Street. He was the book-keeper for the Morgan Storage Company. He wrote the bill shown him on the morning of July 18th, about ten o'clock, and gave it to a Mr. Cooper, a carman in the employ of the Company.

G E O R G E C O O P E R testified that he lived at 507 West 46th Street, and was a truckman for the Morgan Storage Company. He had worked for the company for

**POOR QUALITY  
ORIGINAL**

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(17)

about ten years. He got the bill from the book-keeper Mr. Stevenson, and presented it at a house in Brooklyn to which he moved the defendant's furniture. He moved the defendant's furniture on July 18th, and got there some time in the afternoon. About two o'clock. He went from the company's storage warehouse first to Sixth Avenue Avenue near 54th Street, where the defendant was then living, and went to Second Street, Brooklyn. At the house he saw the defendant, and the defendant paid the bill.

J A M E S S. C O R R I G A N testified that he lived at 223 Eleventh Street, Brooklyn, and was a clerk in Pullmans's real estate office. He had seen the defendant before. He first saw him on the 18th of July about half past five in the afternoon in a house in Second Street, Brooklyn.

W I L L I A M A R M I T A G E testified that he was fourteen years of age, and lived at 146 16th Street, Brooklyn. He was also employed in Pullmans office at 741 Union Street, Brooklyn, the same office in which the previous witness was employed. He had seen the defendant before. He saw him first on July 18th, between eleven and twelve o'clock in the forenoon, in Mr. Pullman's

**POOR QUALITY  
ORIGINAL**

0044

(18)

office. He came for the keys of the house that he rented from Mr. Pullman on the 15th of that month. He wanted the keys of the house No. 369 Second Street, Brooklyn. He, the witness, accompanied the defendant to the house. It was just twelve o'clock when they reached the house.

The previous witness, James E. Corrigan, being recalled, testified that he went to Adams's house on the afternoon of the 18th, to find out whether he wanted a ton of coal, and he made a memorandum of it at the time.

I D A A D A M S, the wife of the defendant, testified that she remembered moving to Brooklyn on July 18th. They got over to Brooklyn about half past eleven. The defendant was there when she got to the house. It was agreed that he should meet her over there.

Under Cross Examination, the witness testified that she lived at 947 Sixth Avenue before they moved to Brooklyn. The defendant left home that morning before eleven o'clock--in the neighborhood of ten o'clock. She did not know whether the defendant went to the office of the Canadian Pacific Railway at all that morning. It was arranged between them that he was to meet her in the new house in Brooklyn.

E R N E S T H. A D A M S, the defendant, tes-

**POOR QUALITY  
ORIGINAL**

0045

(19)

tified that he went to work for Mr. Skinner prior to March first, 1888. He was first employed as bill of lading clerk, and then he was made chief clerk and general book-keeper. On July 18th, 1888, he got up about eight o'clock in his home at 947 Sixth Avenue, and he went to Mr. Skinner's office and reached there about nine o'clock. He remained in the office until about half past ten. He did a little work there. He asked Mr. Skinner to advance him fifty dollars of his salary, and that was all the money that he handled in the office that day. He, the defendant, got Mr. Skinner's check cashed by Richardson, the ticket agent. He put the money in his pocket, and started for Brooklyn. He left the office about half past ten. He met Mr. Skinner and Mr. McNulty, a friend of Mr. Skinner's, in the City Hall Park, and they crossed the Brooklyn bridge together. He, the defendant, carried a satchel containing some fine glass and china which he could not trust on the wagon, and Mr. Skinner said, "Well, Adams, if that is all you had to move, I don't see why you asked to get a half day off," and he, the witness, said, "There is more coming." They separated at the Brooklyn end of the bridge, and he, the witness, took the elevated train for

**POOR QUALITY  
ORIGINAL**

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(20)

South Brooklyn. He, the witness, understood that Mr. Skinner and his friend were going to the bridge office. It was then about half past ten. He, the witness, went to Pullman's real estate office, and asked for the keys of the house. The witness then testified to the arrival of his wife and child at the house, and the coming of his furniture, and the truckman requiring the payment of the bill before he took the furniture off the truck. Richardson did not give him the witness, \$471.75 on that day or any other day. He, the witness, reached the office early on the morning of the 19th of July. He, the witness, was constantly delayed and embarrassed in keeping his books by Richardson's carelessness and procrastination in regard to his accounts. He sometimes gave him no slip, and other times he gave him several slips at once. He could never get him to give a prompt or clear or accurate statement of his business. Though he frequently called the attention of Mr. Skinner to this, there was no change. On the way over to the office on the 19th of July, as was his custom, he took a drink, and about twelve o'clock he got ready to take his lunch after having worked in the office. He was starting out for lunch when he stopped at Richardson's desk,

**POOR QUALITY  
ORIGINAL**

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and told Richardson when he sent the office boy up with the bank book to the bank, to leave it to be balanced. Mr. Richardson said, "I have got the deposit ready, but Terhune can't go just now, because somebody has sent him out, but if you are going up that way you can take it up yourself and leave it." He, the witness, said, "All right," and Richardson went to Terhune's table, just at the rear of the office, and got the bank book and the money and checks that were inside and handed them to the defendant--the bank book and checks. The bank book also contained a slip calling for \$471.75. He, the witness, then counted the bills and compared the slip which he, Richardson, had made for deposit, with the checks. He, the defendant, found the checks to be correct and the bills to be correct, but the slip called for seventy-five cents in silver, which was not there, and he, the defendant, asked about the seventy-five cents and Richardson said, "I think I must have forgotten to take it out of the drawer to give to Terhune, and I will look." Then Richardson went to his drawer and found the seventy-five cents in three silver quarters. Richardson handed this money to him. While this was going on, Mr. Green, a passenger agent connected with the of-

**POOR QUALITY  
ORIGINAL**

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(22)

fice, asked him, the defendant, to have a drink. When Richardson returned with the seventy-five cents in change and gave it to him, the defendant, he, the defendant, then went with Mr. Green into Wildey's saloon, next door, to have a drink. He did not care to carry the bank book and money in his hand, and he had no inside pocket in his coat, so he slipped the book and its contents into the back pocket of his coat--the tail pocket of his coat. The bills he rolled up and put with the silver in the side pocket of his trousers. He and Mr. Green had several drinks, and stood there talking. Then he, the defendant, went and had his lunch at Thompson's restaurant. There he met several friends and he had a number of drinks. He, the witness, had some twenty or twenty-five dollars of his own money in his pocket, the balance left from the fifty-dollar check. He did not think of his lunch then, because he had been drinking so much, and he walked down Broadway. He intended to go to the Guardian Fire Insurance Company to have his furniture insured, but forgot about it. Then he went into Mooney's saloon, near Chambers Street, and had several drinks there, and then he went to Stewart's in Warren Street, and then he went to Lynch's in Nassau Street. He remem-

**POOR QUALITY  
ORIGINAL**

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(23)

bered then crossing over the bridge. He stopped at a saloon at the Brooklyn end of the bridge. He did not know how long he remained there. He next remembered being at home. The lights were lit at that time. He could not remember how he got into the house, but he remembered that he had a quarrel with his wife about his condition. He remembered taking off his coat and noticing the bank pass book in the tail pocket of his coat, and he remembered the deposit that he ought to have made, and he looked for the money in his trousers pocket, and found only the silver--seventy-five cents. The roll of bills amounted to two hundred and thirty-six dollars. He had rolled up these bills and fastened them with an elastic band. The three checks and the deposit slip were still in the pass book. This discovery sobered him up. He went to the office on the 20th of July. He retained the pass book in his possession until the 25th or 26th of July.

Under Cross Examination, the defendant testified that he was born in Santiago de Cuba. He never stole one penny from Fr. Skinner or the Canadian Pacific Railway. His alleged confession was simply a lie made up to free himself from an unpleasant position. He knew

**POOR QUALITY  
ORIGINAL**

0050

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that the accounts were inaccurate, because they were inaccurate when he went there, and he had tried in vain to put them straight, and he felt that he must shoulder the responsibility for their inaccuracy at that time. He expressed great indignation to Mr. Skinner when he first charged him with theft. He did not express this indignation in Mr. Hess's office. He kept quiet in Mr. Hess's office, because he could not afford to have a prosecution against him, and he wished to smooth the matter out. Mr. Hess said that there was a shortage of eighteen hundred dollars, and he was told that it was not so much the result of theft as it was of carelessness. He knew that the accusation had been made against him of stealing the \$288 in cash. He did not remain silent because he had been charged previously, while in Matthew Byrnes's father's employ, with theft, but because he wished to avoid any prosecution. He, the witness, did not really do any work while in Mr. Byrnes's employ, but money disappeared from the safe there, and he, the defendant, assumed the responsibility to shield another person.

Mr. Skinner, being recalled by Mr. Parker in rebuttal ~~xxxx~~ testified that he had first heard of Adams

**BEST QUALITY  
ORIGINAL**

0851

25.

having lost the money in the manner in which he had described in the court room on the trial. When he had an interview in his office with Adams, in the latter part of July, and charged Adams with having stolen the sales of July 18th, Adams said, "That is true. I destroyed the checks and blew the money in at the horse races. He did not say that he lost money while on a drunk.

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POOR QUALITY  
ORIGINAL

0052

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

*Ernest H. Adams*

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

*Ernest H. Adams*

of the CRIME OF ~~Grand~~ LARCENY, in the second degree, committed as follows:

The said *Ernest H. Adams*,

late of the City of New York, in the County of New York aforesaid, on the ~~eighteenth~~ day of ~~July~~ in the year of our Lord one thousand eight hundred and eighty-nine, at the City and County aforesaid, being then and there the clerk and servant of

*a certain corporation called the Canadian Pacific Railway Company*

and as such clerk and servant then and there having in his possession, custody and control certain moneys, goods, chattels and personal property of the said ~~corporation~~

the true owner thereof, to wit: *The sum of two hundred and thirty six dollars and seventy five cents in money, lawful money of the United States of America and of the value of two hundred and thirty six dollars and seventy five cents,*

the said *Ernest H. Adams* afterwards, to wit: on the day and in the year aforesaid, at the City and County aforesaid, with force and arms, did feloniously appropriate the said ~~sum of money~~

to his own use, with intent to deprive and defraud the said ~~corporation~~

of the same, and of the use and benefit thereof; and the same moneys, goods, chattels and personal property of the said ~~corporation~~

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

JOHN R. FELLOWS,

~~District Attorney~~

POOR QUALITY  
ORIGINAL

0053

Second COUNT:—

AND THE GRAND JURY AFORESAID, by this indictment further  
accuse the said Ernest H. Adams  
of the same CRIME of Grand LARCENY, in the  
second degree, committed as follows:

The said Ernest H. Adams,

late of the City of New York, in the County of New York aforesaid, on the  
eighteenth day of July in the year of our Lord  
one thousand eight hundred and eighty-nine, at the City and County aforesaid, being  
then and there the deba and servant of Edward  
V. Stainer,

and as such deba and servant then and there having in his possession,  
custody and control certain moneys, goods, chattels and personal property of the said  
Edward V. Stainer,

the true owner thereof, to wit: the sum of two hundred  
and thirty six dollars and seventy five  
cents in money, lawful money of the  
United States of America, and of  
the value of two hundred and thirty  
six dollars and seventy five cents,

did afterwards, to wit:  
on the day and in the year aforesaid, at the City and County aforesaid, with force and arms,  
feloniously appropriate the said sum of money

to his own use, with intent to deprive and defraud the said Edward V. Stainer

of the same, and of the use and benefit thereof; and the same moneys, goods, chattels and  
personal property of the said Edward V. Stainer

did then and there and thereby feloniously steal, against the form of the Statute in such  
case made and provided, and against the peace of the People of the State of New York and  
their dignity.

JOHN R. FELLOWS, District Attorney.

POOR QUALITY  
ORIGINAL

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*Third* COUNT:—

AND THE GRAND JURY AFORESAID, by this indictment further  
accuse the said *Russell W. Adams*—

of the <sup>same</sup> CRIME OF GRAND LARCENY IN THE *second*  
DEGREE, committed as follows:

The said *Russell W. Adams*,—

late of the City of New York, in the County of New York aforesaid, on the *eighteenth*  
day of *July*, in the year of our Lord one thousand eight hundred and  
eighty-*nine*, at the City and County aforesaid, with force and arms.

*The sum of two hundred and thirty  
six dollars and seventy five cents  
in money, lawful money of the  
United States of America, and of  
the value of two hundred and  
thirty six dollars and seventy  
five cents,*—

of the goods, chattels and personal property of ~~one~~ *a certain corporation*  
*called the Canadian Pacific Railway Company,*

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.

POOR QUALITY  
ORIGINAL

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*Fourth* COUNT:—

AND THE GRAND JURY AFORESAID, by this indictment further  
accuse the said *Frederick H. Adams* —

of the <sup>same</sup> CRIME OF GRAND LARCENY IN THE *second*  
DEGREE, committed as follows:

The said *Frederick H. Adams*,  
late of the City of New York, in the County of New York aforesaid, on the *nineteenth*  
day of *July*, in the year of our Lord one thousand eight hundred and  
eighty-*nine*, at the City and County aforesaid, with force and arms.

*The sum of Two hundred and  
thirty six dollars and seventy  
five cents in money, lawful  
money of the United States of  
America, and of the value of  
Two hundred and thirty six  
dollars and seventy five cents,*

of the goods, chattels and personal property of one *Edward V. Stainer*

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.

*John F. Adams,  
District Attorney.*