

0754

BOX:

371

FOLDER:

3479

DESCRIPTION:

Zamborg, Paul

DATE:

10/08/89



3479

POOR QUALITY
ORIGINAL

0755

WITNESSES:

Counsel,

Filed

Pleads

1889

THE PEOPLE,

vs.

VIOLATION OF EXCISE LAW
(Selling on Sunday, Etc.)
[III Rev. Stat. (7th Edition), page 1083, Sec. 21 and
page 1089, Sec. 5.]

B
Paul Gamborg
Shirley

Read to the Court the
Petition for writ of
Habeas Corpus for
Counsel for Defendant.

JOHN R. FELLOWS,

District Attorney.

A True Bill.

Andrew Little

Foreman.

Act 11

**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:

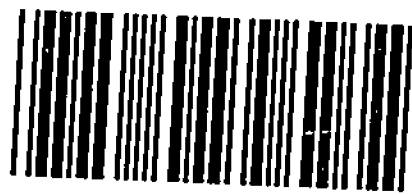
3480

DESCRIPTION:

Adams, Ernest H.

DATE:

11/11/89



3480

POOR QUALITY
ORIGINAL

0759

Witnesses:

Chas. A. McLean

Counsel,

Filed

11 day of Nov 1889

Pleads

THE PEOPLE

321 178.
150 -

Ernest H. Adams

Grand Larceny, 2nd degree
(MISAPPROPRIATION)
(Sections 528 and 531 of the Penal Code).

JOHN R. FELLOWS,

District Attorney.

Pay 307 89

Verdict - convicted.

A True Bill.

Part III

Nov 6/90

Andrew Little

Foreman.

Part III

Nov. 22. 89

S. H. Zyrd.
Dec 6/90

POOR QUALITY
ORIGINAL

0760

First District
Police Court

Edward V Skinner
agent

Ernest H Adams

Charged with
Larceny before
Hon

James Kirkbride
Police Justice
October 31st 1889

Appearances

Charles A. Hens. 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

was
Examined by
Mr Post

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

A. I think he has handled my money
all the time ~~since~~ 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 20th 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, but so general 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 20th of November and after the date of the 18th of July 1890.

Q When you say he handled money do you mean the company.

POOR QUALITY
ORIGINAL

0762

3

"money?"

A. The company's money was
lost.

Q. And that it was his duty use this
mine to so handle those 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
ceased to handle the money
and merely keep the books
was it?

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

A. He told to, as being impractical.
He declined.

Q. Question withdrawn.

Q. When was it that Mr Adams
confessed to you that he had

POOR QUALITY
ORIGINAL

0763

4

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 tell by that,

Q. You mean unless he was discharged?

A. If you were told what day it was
when you received it?

A. I think I can come close to it.
I should think about the middle
of September. It strikes me so now.
Simply locating from that, the
fact that he seemed to receive pay
from the 31st of August, if the
31st of August was the last day
that he received, it was ten days
or two weeks 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

5

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

A. In my private office

Q. In your store?

A. In the office, yes sir

Q. Was anybody present but your-
 self and him?

A. When he confessed to me
 of yes.

A. Nansi asked my 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 sir

Q. By Mr. Park

Q. Was that confession put in writing?

A. Not at that time no sir

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. Yes, at that time.

Q. That was put in writing?
Answer in

By me, yes.

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 so as to fix 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 not the
written confession that is spoken
of made subsequent to that?

7

Q. Yes it was made after it

By Mr. Peck

Q. But the first confession you here
speak of, was not reduced to
writing?

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

Q. The subsequent one

Answer in

Q. In your complaint, the original
allegation is, that you speak of
when you speak of a confession
you had no recourse 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
he made to me in my office
a verbal confession.

Q And you were the only person that
knew 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 & for particular
date which was not returned
to me or deposited in the bank

A 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

9

had a few missing money?
A. Now I have no knowledge ^{any knowledge}
for months or months 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 the balance sheet he
had, and I took it as being correct.
I had explicit confidence in him, but
what drew my attention particularly
to the four hundred ^{four hundred} five
(445) dollars 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

that the sum of July 18th had not
been deposited in the bank, and
it was also found at that time
that there was no deposit between
July 18th & July 24th. I then urged
Mr Adams to endeavor by all means
that he knew how to locate that
particular day's sale, and thus, that
might perhaps help us to locate
the rest of it, after an hour or so
of his 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 days were
of that day's sale?
After some more 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
(\$175⁰⁰) dollars, and I then

11

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 new

boonkeeper said it was right
of Cheero that had been misled, 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 there had
been a mistake, and matters of that kind
of this particular day sales you knew
of when you called him in the room
on the day of the commission that is
the particular day sales you speak of.

A. Yes Sir I don't know of it
of some that you knew the particulars
of that day sales don't appear in
the books?

Answer 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 explanations
in regard to this (\$4400) dollars the
money has been stolen, and I
want you to tell me what you

have done with it, he commenced to
cry and said the money out of
those days races I knew in on the
races, the checks were one for
thousand and seventy five dollars
from Frager & Co, another for fifty
which you loaned me, and
another for ten dollars an advance
of salary to Richardson

Q That loan to him was an advance
misalery?

A Yes sir

Q It was also an advance of salary
Ayessii at that time I didn't keep
any P P R R. books the books were
P & Skinner although I was
I bonded for it, it was the money
of the Railroad, and my money
mixed in with it. He said those
checks he had destroyed & thrown
away, and he told me he was
sorry and he thought the best
thing I could do with him was
to send him to state prison and

14

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

Q And the money?

A The bank has got that.

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

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

Q He didn't appropriate any of the
proceeds of the fifty dollar check?

A No sir he took the cash

Q The amount of cash that was
appropriated was the difference
between the one hundred & seventy
five dollars the fifty dollars and
the ten dollars & the four hundred
and seventy five dollars, the amount
of the days sales which left & to
which he appropriated for his own
use the amount of \$236 $\frac{75}{100}$,
which is the difference between
these checks & 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 means 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 matter?

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

Answer.

Q. Was that before or after the confession?

A. When I went for his brother, this same afternoon.

Q. Why did you send for him?

A. The brother had been working very hard to try and get Adams to get 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 recollect 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?

Answer.

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 pulpit, 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 a few told him that he
ought to be ashamed to look
Thackeray Burrage 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. ^{and try} and make a living

18

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

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

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

Q. You don't remember?

A. I do not sir

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

A. No I cannot locate it exactly perhaps a year ago, the balance then came out to my satisfaction they were all right & remained 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

19

I don't believe I did

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

A. Objected to

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

On the Post question not pressed.

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

A. Yes, all that I can remember.

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

A. Objected to

On the Post question not pressed.

Q. Now have you told the whole
conversation?

A As near as I can recollect it, it is
the whole conversation
of I don't ask you and see if I can will
refer to your recollection. He is
you then say to him I have in my
mind to call upon Matthew
Burns to pay back?
A I don't recollect saying it
of nothing of the kind?
A Yes sir

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

Objection to

Q Mr Post question not proper
By Mr. Jones

Q You were not in New York between
the 19th and 24th of July

A I have been out of town going to
St Paul

What were Mr Adams duties in the
employ of the Railroad?

A When a 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 general all around
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 man who 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 have spoken of
and testified to?

Answer

If a verbal confession?

Answer

If he went for his brother the next day
that you spoke of after that?

Answer He went to his brother

If at any rate he came to see you?

Answer Yes.

If and you tried to collect your money

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

Of Alid you have any communication, or
do you mean of a conference more
by Mr Adams since this charge
has been made?

If this be made a confession of the
 theft since the charge was made?

Major ^{Question} ~~Question~~ not resolved.

Admitted ^{4th} month of September Ex. 1.

Русаки

24

Y. has signed it?
A. Ernst Adams.

Y. In what handwriting is it?
A. Ernst Adams.

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

By Mr. Galt

Y. The paper, Mr. Galt, just showed
you and is marked Ex 2. where
was it written?

A. In the office of Charcon. A. Galt in
the evening just preceding
Y. who was present?

A. Matthew Burns Jr. Mr. Galt and
myself.

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

A. Yes sir.

Y. Layman now witness Mr. Adams
had been asked to come to that
office?

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

Y. Did you send any word ^{to him} to come

POOR QUALITY
ORIGINAL

0784

25

A friend of his in his behalf called
on me and asked me if I would
see him at Mr. Thos. office in
reference to the four hundred and
seventy five acres that had been
placed his friend. The conversation
was over the telephone but I had
nothing to say to Mr. Adams, if he
had anything to talk about, I had
made the complaint to him.
see my lawyer, afterwards the
party that said that he was the man
that was taking to me through
the telephone, he said something
about he wanted to fix the thing
up, and I again referred him to
my attorney, and Mr. Thos. 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 ^{meet} Mr.
Adams for the purpose of pleasing
this gentleman. I have called

Mr. R. G. Gower; Mr. Gower came
to the office

Q. He came there did he not with Mr
Adams?

A. Yes Sir

Q. You mean when he made the will
Confession?

A. Yes Sir

Q. Mr. Adams wife was there also?

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 regulation from Three
hundred and some odd dollars
the exact amount I don't remem-
ber to Four hundred & twenty five
when Mr. Gower 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

27

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. No Sir he did not confess to all that
was in that Confession, but he
did 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 cover
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 Twelve-
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 again

28

before this?

Answer

Could you keep that letter?

A. I think there is possibility

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

When Mr. Moss a minute or two ago
asked you on Railroad 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 showed show
me of my liabilities & assets
and they always appeared to me
to be a great discrepancy between
them?

Could you mean that the books showed
that your money in bank ^{and}
cash on hand and tickets were
not as much as you owed

59

that Adams made the books to
show that?

Answer

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

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

Answer I had creditors

Q. And they had any account?

A. I had no account but I owed to
many except my railroad
account

Q. All 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

Q. When you speak of these discrepancies
did he make 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 them
a considerable amount of money
applied to

Q. The last question not passed.
Q. Mr. Skinner you say it was Mr.
Adams duty to receive ^{the} deposit
money, to do his duty in that
respect changed prior to this trans-
action, about what the change
is made?

Ans. in

Q. No such change?

Ans. in

Q. Is 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?

Ans. in

Q. Nothing of that kind?

Ans. in

31

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

A. 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 22nd or 24th of July.

Q. And came back when?

A. I cannot tell you the exact date just now, I went to a meeting of the Transcontinental, I think it was July 15th, I think it was a Saturday. I probably went away a few days ahead of that, and I think I was away until the 27th if my memory serves me right I telegraphed my wife to meet me in St Paul on the 22^d, and then changed it to the 26th.

By Mr. Stearns

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

A. According to the report of my

32

Is not a gent? they were four hundred
and forty one (\$441.75) dollars
Is it customary to drop out money
daily of the receipts of ticket sales
according to my memo it should
have been done
Is it always done?
Answer Sir

Is the four hundred and forty one ⁷⁵/₁₀₀
(\$441.75) dollars deposited in the
18th or 19th of July?

(Answer) the 19th.

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

Is it a handwriting is it in?
A. C. A. Richards

Is he in your office?
Answer Sir

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 sales?

A. Turn it over to the chief clerk
J. and Mr Adams was chief clerk
on ^{that} day?

Answer Sir

J. and when the four hundred and
forty one \$100 dollars (\$441 ⁷⁵00) were
received on that day it was his
duty to pay it over to Mr Adams?

Answer Sir

J. and Mr Adams duty was to deposit
the money?

Answer Sir

J. was the four hundred and forty one \$100
\$441 ⁷⁵00 dollars deposited on the
18th or 19th days of July as far as you
knew?

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

Paper offered for authentication
Guernsey Peoples Ex A.

By Mr. Pook

J. The money came to Mr Richards
Answer Sir

34

Q Now 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 prices of the tickets and the
extensions are all correct.

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

A Never

On that

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

A Yes sir

Q And that book was kept by Mr. [unclear]
Ayres in his [unclear] 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 as a witness on the part of
the people being duly sworn
deposed and says

Where do you reside?
11364 West 15th Street

What is your business?
A Bookkeeper

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?
Answer

If he ever examined his account
with a view of ascertaining if
there was a ^{deposit} ~~deposited~~ made
between the 19th of July and the 24th
of July?

A Yes

If as a result of your examination
what did you find?

36

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

Q. How much the amount of de-
posits made on the 19th of July?

A. Five hundred & twenty-five $55/100$
£525 $55/100$ dollars.

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

A. Yes sir

Q. How much?

A. Six hundred & sixty-nine $9/100$
\$669 $9/100$ dollars.

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

A. Yes sir

Q. How much the correspondent Mr
Adams?

A. I do not

Cross Examined by }
The Post }

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

A. That I cannot say

37

If subsequent to the 31st of July were
daily deposits made;

A Demand day.

If the reason you demand day is because
you didn't prepare yourself to
testify;

Answer Sir

If and if you had the books how you
could testify;

Answer Sir

By Mr. Hays.

If can you tell by looking at the cash
book;

A Demand rather than the ledger.

If 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 19th and
the 31st of July;

A Demand

If 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;

Ayesen it is

Q. Do you recognize the outlay there?

Ayesen

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

Ayesen

Q. Can you now positively testify
whether or not there was a de-
posit 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?

Ayesen, and one the 18th and one the
19th. This was because

39

on the 13th of May ^{As it is customary}
sometimes for a dealer not to
make any deposits while the
book is being balanced; ^{As therefore}
deposits were made on the 19th
of May

Q That stop is probably due from the
time it took to balance the books
A yes Sir 20. 21. 23. 24. 25th & 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.

W. Lloyd found any such break before
or after that time.

A. Massi

(JH

Charles S. Richardson asked
on the part of the people being
duly sworn deposes and says
Alfred Examination

Whereas it appears to be
A. 351 West 141 St. New

What is your business?
A Ticket agent of the Canadian
Pacific Railway.

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

A Yes Sir

What is your agent in 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 shown on this paper Ex 1 for identity

42

...ation, and again if you
recognize it?

Ayes Sir

Q In whose handwriting is it?

A Mine

Q What does that paper show?

A It shows the date July 18th.

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

A Four hundred ^{and} seventy one \$/100
\$471 \$/100 dollars

Q Was that money received by you
over the counter?

Ayes Sir

Q What did you do with it Ex 1.

A I handed it to Mr Adams for
deposit

Q Where was it handed to him Ex 1.

A This paper was handed to him on
the evening of the 18th.

Q With the money?

A Yes sometimes we do a deposit
during the day.

Q Was four hundred ^{and} seventy one

43.

Q/100. \$441. 4/100 were the proceeds
of the sales of that date handed to
Adams the defendant?

A Yes sir

Paper offered in evidence & marked
Exhibit 5.

Q Are you?

Q You handed the proceeds of those
sales to Mr Adams?

A I did

Q When?

A On the 18th of July.

Q What time of day?

A I don't 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 sir

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 days were before banking
hours?

A No sir I make up my statements
at the end of the close after the days
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

after the days business?

A. I think I gave 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: Yes sir

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: Yes sir

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 run 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.

47

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 sent him?

A. Mr Adams.

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

A. Yes Sir

Q. That was the invariable rule?

A. Yes Sir

Q. Didnt 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

f.

I was not along here at time 12
o'clock.

A. I. strikes me it was along 1200 ft
J. Haysm. think it was 1300 ft.

A. I don't think it was before 1900 or so.

A. I. may have been a little after noon

I cannot recall exactly, but my
impression is it was after 7 o'clock

Grand total was on the 78th

Vaplaasi

Агуев Али

sales of the 17th

Quaker

sent any of the tools of the 19th

Dear Sir

was received that day for deposit

49

over to Mr. Adams, either that day
or later?

Answer

Q. There was no more money coming
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. Show me 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. Sherr

Q. It was the invariable rule?
Answer

By Mr. Pack

Q. I find a deposit on the 7th of '696 ⁰⁷
dollars when did you give him that
amount?

A. The 7th was a deposit of 696.07
dollars.

Q. On the 7th I find a deposit of One
hundred and twelve ²⁰/₁₀₀ (\$112 ²⁰/₁₀₀)
dollars when did you give that to
Mr. Adams?

A. There was such amount in my books
as One hundred ²⁰/₁₀₀ (\$112 ²⁰/₁₀₀)
dollars.

Q. On the 16th there is a deposit of
Sixty six \$66 ⁰⁰/₁₀₀ when did you give
that to Mr. Adams?

A. There was such amount as that

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

57

Mr Adams ?

Adm is a small amount.

If there you any amount between the
15th ^{4th} & 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 ?

Adm is a small amount that my books
show for the 16th ^{4th} 10th 3 nine hundred
and forty three 67/100 (\$943 67/100 dollars
no any dollars for both days.

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

If there any dollars 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 ?

Answer Sir

If all in one lump ?

12

A. I cannot 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 cannot 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 turn
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. Bates

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 whatever left you turned over

53

at night?

Answer

By Mr. Post.

Just down at this pass book at the
ilms of deposit July 6th and
two on the 10th which were opposite
them the initials E. V. S. again
mean what those initials mean.

Objection to

Mr. Post, objection withdrawn.

It was sometimes the custom of
Mr. Skinner

If I am asking you if you mean what
that means?

By the Court

Do they indicate anything special
in connection with the store?

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

Mr. Post

What does mean 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 corres-
ponded with the book. 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

What do you mean by daily settlements
A. The boatman would show what
had been deposited, and I would
turn over my cash slip in the
evening to cover the sales.

What is what you mean by these
daily settlements, you would do
that each day?

Answer Sir

By Mr. Schoon

In the month of July 1889 was it a
part of Mr. Adams duty to keep
the Cheon boat, the sticks?

Answer Sir he always kept the Cheon
boat.

What you to look at the outlay on the
sticks opposite the Cheon, that were
drawn in the month of July '89
and are you in whose handwriting
they are?

A. Mr. Adams

Q. Cheon Boat and sticks offered in
evidence and named People Ex. 6.

Q. You say that you remember

56

turning over Four hundred & seventy
one thousand & four hundred dollars on
July 18th.

Answer

If you remembered that distinctly?

Answer

If now what is it that occurs to your
mind this particular transaction
The fact was that in the cash of that
day there was a check of Everett
Frazier for One hundred & seventy
five (\$175.00) 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 you know whether that check

57

was contradicted, if you have no
personal knowledge of it don't
answer it.

Answer

By Mr. Post.

Q. I want to ask you once more you
are sure about having given
the four hundred ^{and} seventy one ^{and} 75/100
of the 75 dollars to Mr. Adams on
the 18th, the very day after the sale?

A. Yes sir

Q. Not any other day?

A. Yes sir

Q. But this is not the day?

A. Yes sir

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

A. Yes sir

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

A. Yes sir

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 at Examination

Where do you reside?

A. 137 Schumacher Road Short Grove
If you are in the employ of E. Frazier
Yes?

Ayes Sir

Now do you recall in the month of July
1891

Ayes Sir

Now to 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 As it ever turned in to your account
Answer

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 pre-
sented 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?
Answer

Q To the Canadian Pacific Railroad
Answer

08 19

60

Mr Post

I want the cross Examination
after his witness

Mr Moore

Case for the People

Mr Post

I want further examination
by the Court

Defendant has to bail in sum
of \$2000 for trial at the Court of
General Sessions

—

POOR QUALITY
ORIGINAL

0820

Police Court 3rd District.

Affidavit-Larceny.

City and County } ss.:
of New York,

Edward V. 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:

Good and lawful money of the
United States to the amount and
value of One hundred and
thirty six dollars and seventy
five cents.

the property of The Canadian Pacific Rail
way Company, and in care of de
ponent 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 her admissions and
confessed to deponent that he
had appropriated said money
to his own use and had spent
the same at the races.
Deponent, therefore, prays he may

Subscribed to before me, this

1889

Police Justice

POOR QUALITY
ORIGINAL

0021

be arrested and dealt with as
the law may direct.

Seen & signed me this
5th day September 1889

E. Hagan
Police Justice

POOR QUALITY
ORIGINAL

0022

Sec. 198-200.

CITY AND COUNTY }
OF NEW YORK, } ss.

District Police Court.

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

POOR QUALITY
ORIGINAL

0023

Sec. 151.

Police Court 1st District.

CITY AND COUNTY } ss. In the name of the People of the State of New York; To the Sheriff of the County
OF NEW YORK. } 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-six 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 of 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

Police Justice.

POOR QUALITY
ORIGINAL

0824

Police Court 1st District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Edward V. Skinner

vs.

Ernest H. O'Connell

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 con-
tained in this Warrant.

111 West 33 Street Officer.

Dated 5 Nov 1888

This Warrant may be executed on Sunday or at
night.

Police Justice.

Dated _____ 188

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.

The within named

Police Justice.

POOR QUALITY
ORIGINAL

0025

Witnesses:

Wm. V. A. Poe

National City Bank

or 354 West 15 St

Charles S. Richardson

351 West 14th St

Wallace Park

132 Schenck St.

or one E. 14th St

Adeline

my

Charles H. H. H.

1187 Lexington Ave

"The Enclaves"

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

No. 15, by

Residence

No. 16, by

No. 17, by
Residence
No. 18, by
Residence
No. 19, by
Residence
No. 20, by
Residence
No. 21, by
Residence
No. 22, by
Residence
No. 23, by
Residence
No. 24, by
Residence
No. 25, by
Residence
No. 26, by
Residence
No. 27, by
Residence
No. 28, by
Residence
No. 29, by
Residence
No. 30, by
Residence
No. 31, by
Residence
No. 32, by
Residence
No. 33, by
Residence
No. 34, by
Residence
No. 35, by
Residence
No. 36, by
Residence
No. 37, by
Residence
No. 38, by
Residence
No. 39, by
Residence
No. 40, by
Residence
No. 41, by
Residence
No. 42, by
Residence
No. 43, by
Residence
No. 44, by
Residence
No. 45, by
Residence
No. 46, by
Residence
No. 47, by
Residence
No. 48, by
Residence
No. 49, by
Residence
No. 50, by
Residence
No. 51, by
Residence
No. 52, by
Residence
No. 53, by
Residence
No. 54, by
Residence
No. 55, by
Residence
No. 56, by
Residence
No. 57, by
Residence
No. 58, by
Residence
No. 59, by
Residence
No. 60, by
Residence
No. 61, by
Residence
No. 62, by
Residence
No. 63, by
Residence
No. 64, by
Residence
No. 65, by
Residence
No. 66, by
Residence
No. 67, by
Residence
No. 68, by
Residence
No. 69, by
Residence
No. 70, by
Residence
No. 71, by
Residence
No. 72, by
Residence
No. 73, by
Residence
No. 74, by
Residence
No. 75, by
Residence
No. 76, by
Residence
No. 77, by
Residence
No. 78, by
Residence
No. 79, by
Residence
No. 80, by
Residence
No. 81, by
Residence
No. 82, by
Residence
No. 83, by
Residence
No. 84, by
Residence
No. 85, by
Residence
No. 86, by
Residence
No. 87, by
Residence
No. 88, by
Residence
No. 89, by
Residence
No. 90, by
Residence
No. 91, by
Residence
No. 92, by
Residence
No. 93, by
Residence
No. 94, by
Residence
No. 95, by
Residence
No. 96, by
Residence
No. 97, by
Residence
No. 98, by
Residence
No. 99, by
Residence
No. 100, by
Residence

Police Court

District

1st 1652

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Edward D. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

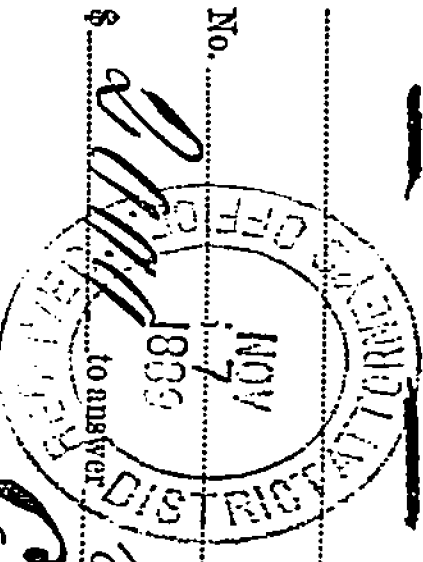
Edward H. H. H.

353 Broadway

Edward H. H. H.

353 Broadway

Edward H. H. H.



Witnesses (over)
\$1500 & Oct 17 1889

Magistrate
Edward H. H. H.

Dated Oct 17 1889

Offence Larceny

felony

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

Edward H. H. H.

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 17 1889 Police Justice.

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

Dated 1889 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 1889 Police Justice.

POOR QUALITY
ORIGINAL

0026



New York, April 29th 1892.

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

Yours of 27 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

Now about the telephone.

POOR QUALITY
ORIGINAL

0027

COURT OF GENERAL SESSIONS.

-----X
The People :
v. :
Ernest H. Adams, : Tried Jan. 27, et seq.,
Indictment filed Nov. 11, 1889; : 1890/ Before the Hon.
indicted for grand larceny in : Rufus B. Cowing and a Jury.
the second degree. :
-----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 re-
gard to the charge against the defendant, and he, the
witness,
~~defendant~~ aided in procuring the warrant for the defend-
ant'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**

0829

(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

0030

(4)

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**

0032

(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**

0033

(7)

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**

0034

(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**

0035

(9)

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**

0036

(10)

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**

0037

(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

**POOR QUALITY
ORIGINAL**

0038

(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**

0039

(13)

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,

**POOR QUALITY
ORIGINAL**

0040

(14)

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

continued from previous page

POOR QUALITY
ORIGINAL

0042

(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**

0043

(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**

0046

(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**

0047

(21)

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**

0848

(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**

0049

(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 Mr. 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

24

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 \$2500 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 wrong 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

GOOD 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.

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 steward and servant of Edward
V. Stainer,

and as such steward 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

0054

Third COUNT:—

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

^{same}
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, 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

00855

~~Count~~ COUNT:—

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

^{same} 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, 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. Skinner

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.