

0009

BOX:

136

FOLDER:

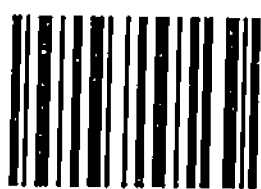
1405

DESCRIPTION:

Koch, John

DATE:

04/09/84



1405

Witnesses:

Arthur Pittman
133 N. 28th St.

24

Counsel, *J. B. Olney*
Filed *9 April 1884*
Pleads *Not Guilty*

Grand Larceny
(From the person)
[Sections 528, 53, Penal Code]

THE PEOPLE

vs.

John H. H. H.
21. 11. 10
60

PETER B. OLNEY,

21 Apr 15/84 District Attorney.

Wheat St. '8
A TRUE BILL.

Levi H. H. H.

Foreman.

John H. H. H.

00 10

0011

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK
against

John Lock

The Grand Jury of the City and County of New York, by this indictment, accuse
John Lock
of the CRIME OF GRAND LARCENY in the first degree, committed as follows:

The said John Lock

late of the First Ward of the City of New York, in the County of New York aforesaid, on the
twenty-second day of March in the year of our Lord one thousand
eight hundred and eighty-four, in the night time of the said day, at the Ward, City and
County aforesaid, with force and arms,
one image of a

of the said

of the goods, chattels and personal property of one Betty White
on the person of the said Betty White
then and there being found, from the person of the said Betty White
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.

Peter B. Olney
District Attorney

00 12

BAILLED,
No. 1, by _____
Residence _____
Street _____
No. 2, by _____
Residence _____
Street _____
No. 3, by _____
Residence _____
Street _____
No. 4, by _____
Residence _____
Street _____

244
1736
Police Court District

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John W. Wither
183 288

APR 1 1884
DISTRICT ATTORNEY

Dated April 2 1884

Magistrate
Michael J. Wether
1947 Precinct

Witnesses

No. _____
Street _____

No. _____
Street _____

No. _____
Street _____

No. _____
Street _____

to answer Special Sessions,
(Cruz)

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

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of one 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 April 2 1884 _____ 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.

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Sec. 199-200

CITY AND COUNTY
OF NEW YORK, ss.

District Police Court.

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

Question. What is your name?

Answer. *John Coch*

Question. How old are you?

Answer. *27 Years*

Question. Where were you born?

Answer. *Germany*

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

Answer. *1st First Avenue*

Question. What is your business or profession?

Answer. *I drive a wagon*

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 she took the ring from her finger and put it on mine**John Coch.*

Taken before me this
April
 day of *1884*
John Coch
 Police Justice.

0014

District Police Court.

Affidavit—Larceny.

CITY AND COUNTY
OF NEW YORK, } ss.

of No. 133 West 28 Street, 33 years old widow

being duly sworn, deposes and says, that on the 25 day of March 1884

At the Night time at the City of New York,
in the County of New York, was feloniously taken, stolen and carried away from the possession
of deponent And from deponent's person
the following property, viz :

A gold ring of the
Value of about Nine dollars

the property of deponent

and that this deponent

has a probable cause to suspect, and does suspect, that the said property was feloniously taken,
stolen, and carried away by John Ooch now here

from the fact that he took
the ring from deponent's finger
for the purpose as he said of
examining said ring, & then
placing it on his own finger
refused to return it and has not
since returned it and still
refuses to give the ring up
but unlawfully & feloniously retains
and withholds it from deponent

Betty Wittmer

Sworn before me this

day of

188

Police Justice,

00 15

BOX:

136

FOLDER:

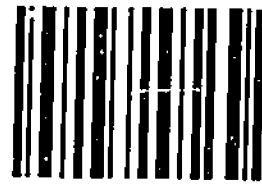
1405

DESCRIPTION:

Koehler, Arthur J.

DATE:

04/30/84



1405

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BOX:

136

FOLDER:

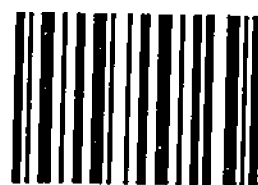
1405

DESCRIPTION:

Reichman, Ignatz

DATE:

04/30/84



1405

Ordered that all the property
consisting of account books, newspaper
files, pamphlets, circulars and taken
from the defendants premises by the Police
Sept. 2nd 1884. *Wm. H. Hays*
100 Nassau

April paid
at \$500
Both bailed by
bond Dr. Cochran
120 Each 24th

The Court of appeals
having determined in the
civil action of the
Shohler that the
indictment in this indictment
does not constitute a return
I now enter a judgment
of the indictment
Wm. H. Hays, 1884

Wm. H. Hays
Att. Genl. 1884

Wm. H. Hays
1884
Filed 20 day of April
Pleads *Wm. H. Hays*
with leave to withdraw

THE PEOPLE
vs *B. H. Hays*
and
Wm. H. Hays

PETER B. OLNEY,
District Attorney.

A True Bill.

John W. Olcott Foreman.
12 July 1884.
Wm. H. Hays
permanent

POOR QUALITY
ORIGINAL

0017

00 18

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Arthur J. Kochler
and
Ignatz Reichman

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

Arthur J. Kochler and Ignatz Reichman
of the CRIME OF Advertising and publishing an
account of a Lottery

committed as follows:

The said Arthur J. Kochler and Ignatz Reichman

late of the — First — Ward of the City of New York, in the County of New York aforesaid, on the — tenth — day of October in the year of our Lord one thousand eight hundred and eighty-three, at the Ward, City and County aforesaid, in and by means of a certain pamphlet, entitled "Prospectus of the International Banking Co., New York City," unlawfully did advertise and publish an account of a Lottery, with-
out license, the same being a scheme for the distribution of divers moneys of great value, and property, by chance, among persons who had paid or agreed to pay a valuable consideration for such chance, a more particular description of which said Lottery is to the Grand Jury aforesaid unknown and cannot now be given, which said account then and there stated among other things, that and when the said Lottery was to be drawn, and

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Let see the prizes therein, and the price of tickets, shares and interests therein, in the manner following that is to say:

1. or 3.

One Imp. Austrian 100 Flor. Government Bond of 1864, Sold for 22 monthly instalments of 5 each = \$110, 10% less for Cash = \$99-

The above named bonds were issued by the Austrian Government, in the year 1864. They were not redeemed in the year 1919. It is estimated 200 prizes, by the time it has gone even drawn in any of the quarterly drawings with a larger premium.

Every such bond takes part yearly, until its redemption, in one drawing (see report). These drawings take place each 1, June 1, September 1 and December 1, of every year.

In these drawings the following larger premiums are drawn:

1	Premium of	200,000 Florins
1	"	20,000 "
1	"	15,000 "
2	Premiums of 5,000	10,000 "
3	" 2,000	6,000 "

0020

6	"	1,000	6,000	"
15	"	500	7,500	"
<u>20</u>	"	<u>400</u>	<u>8,000</u>	"

Total, 50 Premium, amounting to \$242,500 Premium

Every other drawn bond, upon which the above larger premiums did not fall, must be redeemed with at least 200 Florins.

Already, after the payment of the first instalment the purchaser is entitled to every premium, even though the same have been bought on the day of drawing. In such a case, viz.: if the bond is drawn the buyer may either pay the amount of instalments yet due at once, receive the Original Bond, and collect the premium himself, or he may pay the premium. When, however, only the first instalment of \$5.00 has been paid on the cost price of \$110, we would only deduct the underlier, \$105, from the whole premium; if the bond, however, should not be drawn during the instalment payment, we will, upon the

0021

receipt of the last instalment
and return of the Certificate,
deliver the original bond. The
owner is then further not en-
titled to any more, until
the bond is drawn, with a
larger or smaller premium.

As said before, the smallest
sum that may be drawn is
200 florins. (One florin
is worth about 45c. gold.) :

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

Peter B. O'Reilly,

District Attorney

HORACE RUSSELL
120 BROADWAY
NEW YORK.

0022

July 29th 1884

The Honorable

Henry Murray.

Hth Dist Court.

My dear Sir:

I have an engagement
on Thursday, ^{from} which I cannot
get released. So has Mr Loewy.

They are both engagements made
before receiving your notice.

Will you not oblige me by set-
ting down the case of the People
v Koehler & Richmann for
Friday, of next week. On Every
Thursday I am engaged.

I have been detained at home for
several days by my wife's illness
or I should have made this request
before.

Very truly
Horace Russell

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of A. J. Kohler, *People vs Kohler*
Wm. H. C.
Oct 10/83.

PROSPECTUS

OF THE

INTERNATIONAL BANKING Co.,

NEW YORK CITY.

European Government Premium Bonds

SOLD ON MONTHLY INSTALMENTS.

OFFICE:

207 Broadway, Cor. Fulton St.,

NEW YORK CITY.

⇒ 1882. ⇐

(ESTABLISHED IN 1874.)

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NOTICE.

It is to be presumed, that a great majority of the American public is not sufficiently acquainted with the system of the European Government Premium Bonds herein mentioned, and we therefore call the Special attention of the reader to the following explanations:

These bonds are issued in amounts of 20, 50, 100, 250, 400, 500, in the denominations of their respective countries, representing their face value. The Government, in accordance with a determinate plan, redeems, in drawing by lots, a number of such bonds at stated periods.

Every drawn bond which does not receive a capital prize must be redeemed with a premium above its face value this "smallest" premiums may be considered in lieu of interest on those bonds which do not directly pay it in the shape of coupons. The so-called "smallest" premiums necessarily increase periodically, in consequence of which, evidently, the later a bond is drawn, the greater will be the value of the "smallest premium" (equivalent of interest.)

Such drawn bonds are not only redeemed with their nominal or face value, but are also attended with or accompanied by a premium ranging from \$10 to \$150,000.

Interest coupons are attached to most of the European Government Bonds, paying interest semi-annually in the usual way, although these bonds are likewise redeemed with premiums ranging from \$10 to \$150,000. (Prospectus, page 8.)

This triple benefit, viz.: the value of such a bond when drawn, must, under all circumstances, be redeemed with a premium 100% over its face value; that the bond, though not yet drawn, regularly pays its guaranteed interest, and finally, that such a bond participates from two to four times annually until drawn or redeemed with a premium, small or large, as the case may be (capital prize \$150,000). All these many advantages are sufficient to explain the otherwise strange fact, that the daily quotation of such a bond may sometimes be found from 100 to 200% above its face value.

The daily quotations are governed by the prevailing value of the smallest premium; by the number of bonds previously drawn, and above all, by the length of time unexpired before the final redemption of the bonds.

The 1839 "Rothschild Bonds," for instance, whose face value is 250, cannot at present be bought for 800, because those bonds must be redeemed in this year with 100% over their face value, and as the small number of bonds taking part in this drawing offers a great and valuable chance to win.

We take the liberty to call the special attention of our patrons to this fact, because it enables them to better understand the prices set down in our prospectus. Our rates are guided by the *daily exchange quotations* and *not by the nominal value*, and they indicate, like the quotation, all the benefits which attach to the bond at the present moment, foremost of which is the cash amount of the smallest premium of a drawn bond over its face value.

Motto: "ECONOMY IS THE ROAD TO WEALTH."

To a large part of our population the task of furnishing, through a life of toil, sufficient for the immediate wants of themselves and theirs—at the same time of providing for old age, and possible days of want—constitutes a problem, the only solution of which is to be found in our motto: **ECONOMY LEADS TO PROSPERITY.**

Although this is an undisputed and universally acknowledged truth, the methods and ways offered to the public, of applying and investing the results of economy, are so numerous, and of such different degrees of merit, that the choice of the proper one becomes a matter of as much difficulty and importance as the practice of economy itself.

He who, standing without the pale of speculative undertakings, is dependent solely upon the fruit of his industry, aided perhaps by a small income derived from already accumulated capital, would ever be ready to embrace any opportunity securing to him **LARGER RETURNS**, if he were but satisfied that the method is *safe and convenient*.

Opportunities of this kind have long been open to the citizens of France, and the well known prosperity of the laboring classes there is, in no small measure, due to the everywhere existing arrangement, by which certain financial institutions enable every one to purchase interest bearing Government Bonds, by the *monthly payment* of a few francs. As the purchaser, immediately upon the first payment, becomes the owner of the bond, and is entitled to the interest and any eventual rise in value, a chance is offered to even the poorest, to gradually secure for himself an interest-

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bearing fund, and to lay the foundation of his prosperity with his most insignificant savings.

In this connection, Francis Bowen, in his *American Political Economy*, says: "One of the great improvements of modern civilization consists in the means afforded, the machinery contrived, for collecting these dribblets of wealth and bringing them into large reservoirs, whence they issue in abundant streams, giving efficiency and fertility to labor throughout the land. The water which falls in drops upon the desert sinks through the sand, and leaves the ground arid and barren as before; but when collected in great tanks and cisterns, it turns some portion of that desert into a garden. A century or two ago, if the laboring part of the population made any savings, they were in the form of little hoards of gold or silver, hid in an old stocking or buried in the garden. But because the money thus stored was unproductive, and yielded no interest, and because it was always at hand when the owner was for a moment tempted to some indulgence and consequent expense, the number and amount of such hoards were always small. Now, through the multiplication of the branches of retail trade and the lesser mechanic arts, and through joint stock corporations and savings institutions, the first half eagle (*five dollar gold coin*), which the laboring man or woman saves from the month's wages, is profitably invested, and, by the end of the year, is increased by the twentieth part of itself. The result is, that he who began life as a common laborer often drives about in his own carriage before its close."

There can be no doubt, that an arrangement which yields the economically disposed such advantageous assistance, stimulates his disposition to save, and is attended by such beneficial results, would speedily spread, and find ready acceptance in other lands. And so it was. The economical and thrifty German was not slow in recognizing its important advantages, and was among the very first to avail

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himself thereof. And he could combine with this another feature, which immediately gave his plan preference over the French. For the "*Premium Government Bonds*", so deservedly popular in Germany, besides bearing perpetual interest, hold out a not-unimportant chance of gain; since these GOVERNMENT BONDS are redeemable by the Government not only at their face value, but frequently with *very considerable premiums*.

This double benefit which is offered to such bonds may be explained by the fact that, by the most of them only a certain part of the stipulated yearly interest is paid in the form of coupons, whereas the remainder of the interest is distributed in premiums of \$10,000, \$20,000, \$50,000, \$100,000 etc., to the bonds whose numbers were drawn in one of the regular periodical drawings.

These considerations have rendered the purchase of such bonds, by the payment of *monthly instalments*, so popular, and have so extended its adoption in a few years, that there can scarcely be found a single family of the middle classes, in Germany, which does not possess at least *one* such Instalment Certificate, by means of which, *quite unexpectedly* the prosperity of whole households has frequently been founded.

The INTERNATIONAL BANKING COMPANY OF N. Y., which, through its intimate connections with all foreign financial markets, possesses special facilities, having devoted special attention during their eight years existence to the negotiation of foreign securities, has connected with it a special *Department of Instalments* for both American and foreign government bonds; and thus opens to the American public also, the advantage of acquiring various bonds in an easy manner possible to every one, by the MONTHLY PAYMENT OF SMALL SUMS, as may suit the convenience of the purchaser.

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We append herewith a list of such PREMIUM BONDS, which from their intrinsic worth, as interest bearing investments of capital, and also through their NUMEROUS AND LARGE PREMIUMS, are equally popular in all the countries of Europe, sought after by the Capitalists as well as by the MERCHANT and MECHANIC.

Before detailing the advantages they offer, we must call especial attention to the fact, that they are ENTIRELY DIFFERENT and DISTINCT from all lottery enterprises, such as the Havana, Missouri, Louisiana, Kentucky, etc., tickets of which are valid for but one "drawing", after which they are utterly worthless.

The above mentioned European Premium Government Bonds provided in our Department of Instalments are openly bought and sold upon every prominent exchange in Europe; are recognized in every business city in the world, and negotiated by every considerable banking house. The holder of such Bonds can, therefore, sell them anywhere, and at any time at the official prevailing quotation, no matter how many drawings have already occurred.

Furthermore, the original price of these bonds, that is, the amount which each bond represents on its face, will always, under all circumstances, be paid in full, by the respective governments. The owner of these bonds can thus never suffer a loss on this capital. Moreover, besides the absolute safety of such an investment, it is attended by the following special advantages.

1. The government issuing the bonds guarantees to the possessor the punctual payment of the interest, the regular payment of premiums, and finally, the complete redemption of each single bond to the entire amount of its face value, in conjunction with a smaller or larger premium.
2. The smallest premium in most cases increases periodically in such a manner that, at the end of the period for which the bond was issued, after having

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taken part in all the drawings held up to that time, each single bond will be redeemed with at least 100 per cent. above its face value.

3. These bonds offer, during the entire period for which they were issued (30—40 years) an exceedingly valuable chance of large gains, since four to six drawings take place annually, at which premiums of 300,000 200,000 150,000 100,000 florins and 80,000, 40,000, 20,000 silver thalers must be distributed. These drawings occur openly and under the control of the Respective State Governments.
4. THESE GOVERNMENT BONDS are accepted at their full value at the treasuries of their respective governments by all the government officers, and in all courts of law.

The International Banking Co. is always ready to purchase the Bonds at market rates.

The Bonds, of which we subjoin a schedule, can always be obtained at our office, and, of course, are sold for cash at the lowest price. But in order to throw open to all classes of the community the opportunity for the acquisition of such Premium Bonds, we have made arrangements, as before mentioned, to sell these bonds on MONTHLY INSTALLMENTS, RANGING FROM \$5 to \$25, to meet the wish or convenience of the purchaser.

The great benefits which we, by this arrangement, offer to the American public are, as already explained, so clear that it would be useless for us to repeat them. Every far-sighted one will appreciate at what great sacrifice we imported this long treasured institution into the United States, upon as sound a basis as in the grandest style.

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In a land where it is the custom to designate every *new undertaking a humbug*, where distrust takes the place of necessary precaution, in such a land it is doubly wise for all intelligent people whose number, we are glad to say, is yet large to uphold every *really sound undertaking*. We therefore refer to a well known German proverb, which, translated into English, means "Prove before ye judge."

STATEMENT.

The hereinafter specified "Premiums Bonds" are sold on instalment payments under the following conditions:

No. 1.

Imp. Austrian 500 Florins Government Bond of 1860.

Bearing 5% Interest,

Sold for

20 Monthly Instalments of \$25 each=\$500.

10% Less for Cash=450.

Each bond bears 25 FLORINS annual interest, until its redemption. The smallest premium with which any bond is redeemed is 600 FLORINS. Each bond is represented in every drawing until 1917 (when the last drawing takes place), or until it may draw a premium in one of the previous drawings. Every bond is provided with semi-annual INTEREST COUPONS extending to 1917. These bonds are subject to two annual drawings, February 1 and August 1.

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At these half yearly drawings, the following larger premiums are drawn;

1 Premium of	300,000 Florins
1 " "	50,000 "
1 " "	25,000 "
2 Premiums of 10,000	20,000 "
15 " "	5,000 "
20 " "	1,000 "
	30,000 "

Together, 50 Premiums.

500,000 Florins.

Every bond upon which the above named larger premiums did not fall will be redeemed with 600 florins. An Austrian florin is worth about 45 cents gold.

If a bond sold on instalments should be redeemed during the payments, we pay out the premium on demand, whereby the bond appears redeemed, as we must send it in such a case to Europe for collection and deliver it to the government.

If, however, upon the receipt of the last instalment the bond should not be drawn, we deliver upon the return of the certificate the original bond, and every further payment thereon stops. The owner then takes part in all drawings without further payment, until the bond is drawn with a premium. This is the case with all the following bonds.

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No. 2.

One Austrian 100 Florins 5% Government Bond,
ISSUE OF 1860,

Sold for

20 Monthly Instalments of \$5 each=\$100.

10% less for Cash=\$90.

After the payment of the last (20th) instalment, we deliver, upon the return of the Certificate, the Original Bond. The owner receives yearly 5% interest, viz.: 2½ florins half yearly. The drawings take place, as before described, on February 1st and August 1st of every year. Last drawing in the year 1917. (One florin is worth about 45 cts. gold.)

No. 3.

One Imp. Austrian 100 Florins Government Bond of 1864,

Sold for

22 Monthly Instalments of \$5 each=\$110,

10% less for Cash=\$99.

The above named bonds were issued by the Austrian Government, in the year 1864. Every bond must be redeemed in the year 1918 with at least 200 florins, if it has not heretofore been drawn in any of the quarterly drawings with a larger premium.

Every such bond takes part yearly, until its redemption, in all drawings (now four times). These drawings take place *March 1, June 1, September 1 and December 1*, of every year.

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In these drawings the following larger premiums are drawn:

1	Premium of	200,000	Florins.
1	"	20,000	"
1	"	15,000	"
2	Premiums of 5,000	10,000	"
3	"	6,000	"
6	"	1,000	"
15	"	500	"
20	"	400	"
		8,000	"

Total, 50 Premium, amounting to 282,500 Florins.

Every other drawn bond, upon which the above larger premiums dit not fall, must be redeemed with at least 200 Florins.

Already, after the payment of the first instalment, the purchaser is entitled to every premium, even though the bond may have been bought on the day of drawing. In such a case, viz.: if the bond is drawn the buyer may either pay the amount of instalments yet due at once, receive the Original Bond, and collect the premium himself, or we pay the premium. When, for instance, only the first instalment of \$5.00 has been paid on the cost price of \$110, we would only deduct the remainder, \$105, from the *whole* premium; if the bond, however, should not be drawn during the instalment payments, we will, upon the receipt of the last instalment and return of the Certificate, deliver the original bond. The owner is then furthermore entitled to all drawings until the bond is drawn, with a larger or smaller premium.

As said before, the smallest premium that every bond must draw is 200 florins. (One florin is worth about 45c. gold.)

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No. 4.

One Imp. Austrian Vienna City 100 Florins Government Bonds,

Sold for

20 Monthly Instalments of \$5 each=\$100.

10% Less for Cash=\$90.

These bonds were issued in the year 1874 by the City of Vienna, and are guaranteed by its property, capital and income. Every bond must, if it has not before been drawn with one of the larger premiums, be redeemed by the year 1924 with at least 200 florins.

Every bond takes part in all drawings until its redemption. These drawings take place now four times annually, viz.: *January 2, April 1, July 1 and October 1*. The following larger premiums are drawn at these drawings:

1	Premium . . . @ . . .	200,000 Florins.
1	" . . . " . . .	50,000 "
1	" . . . " . . .	30,000 "
1	" . . . " . . .	20,000 "
5	" . . . " 1,000 . . .	5,000 "
12	" . . . " 400 . . .	4,800 "

Total, 21 Premiums. 309,800

Through a payment of \$5, the purchaser is entitled to every premium, and can, when the bond is drawn, either get the Original Bond through the payment of the remaining instalments at once, or cash the premium through us, in which case we would only deduct from the premium the instalments due.

Upon the return of the Certificate and the payment of the last instalment, the owner gets the *Original Bond*, and has nothing further to pay to us.

The owner of such an Original Bond is entitled to all drawings without any further payment. (One florin is worth 45c. gold.)

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No. 5.

One Ducal Brunswick 20 Thalers Government Bonds.

ISSUE OF 1869.

Sold for

10 Monthly Instalments @ \$5=\$50.

10% less for Cash=\$45.

The Ducal Brunswick (German) Government issued these bonds in the year 1869, and every bond must be redeemed by the year 1924 with at least 120 reichsmark, if it has not before been drawn with one of the larger premiums. (See Notice on page 1.)

This bond takes part in all the drawings, now three times annually until it is redeemed. The drawings take place *March 1, July and 1 November 1*.

The following larger premiums are drawn at these drawings:

1	Premium . . . @ . . .	150,000 Reichsmark.
1	" . . . " . . .	90,000 "
1	" . . . " . . .	60,000 "
1	" . . . " . . .	12,000 "
1	" . . . " . . .	10,000 "
1	" . . . " . . .	9,000 "
1	" . . . " . . .	7,500 "
2	" . . . " . . .	6,000 "
etc., etc.		

The purchaser is already, after the payment of the first instalment, entitled to every premium. Upon the return of the certificate, and the payment of the last instalment, the owner gets the *Original Bond* and is entitled to all drawings (without having anything further to pay to us) until the bond is redeemed with a premium. (One Reichsmark is worth about 23c. gold.)

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No. 6.

One Hungarian 100 Florins Premium Government Bond,

Sold for

20 Monthly Instalments @ \$5 each=\$100.

10% less for Cash=\$90.

These bonds were issued in the year 1870 by the Hungarian Government, and are guaranteed through the state railroads. Every bond must be redeemed in 1920, at the latest, with at least 200 florins, if it has not before been drawn with a larger premium.

Every bond takes part in all drawings, now three times annually, until drawn viz.: April 15, August 15 and Dec. 15.

The following premiums are drawn at these drawings:

1	Premium	..	@	..	150,000	Florins.
1	"	..	"	..	120,000	"
1	"	..	"	..	100,000	"
1	"	..	"	..	20,000	"
1	"	..	"	..	15,000	"
1	"	..	"	..	10,000	"
3	Premiums	..	"	5,000	15,000	"
12	"	..	"	1,000	12,000	"
54	"	..	"	500	27,000	"

Total, 75 Premiums

469,000 Florins.

The delivery of the *Original Bond* follows the return of the Certificate and the payment of the last instalment, and the right to all premiums is the same with these bonds as to the before mentioned ones. (One florin is worth about 45c. gold.)

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No. 7.

One Austrian 100 Florins Credit Premium Bonds,

Sold for

12 Monthly Instalments of \$10 each=\$120.

10% less for Cash=\$108.

These bonds were issued in 1858 by the "Austrian Institution of Credit for the Trade and Profession", and every bond must be redeemed by the year 1920 with at least 200 florins, if it has not before been drawn with one of the larger premiums.

The drawings take place now three times annually, viz.: January 2, May 1 and September 1.

The following larger premiums are drawn:

1	Premium	..	@	..	150,000	Florins.
1	"	..	"	..	30,000	"
1	"	..	"	..	15,000	"
1	"	..	"	..	10,000	"
2	"	..	"	5,000	10,000	"
1	"	..	"	..	3,000	"
1	"	..	"	..	2,500	"
etc., etc.						

From the payment of the first to the last installment, the purchaser is entitled to every premium that might be drawn on his bond during that time, and after the payment of the last instalment he gets the *Original Bond*, and is entitled to all drawings until the bond is redeemed, without having anything further to pay. (One florin is worth about 45c. gold.)

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No. 8.

One Imperial Austrian 4% Gov. Bond, Issue of 1854,

Sold for.

20 Monthly Instalments of \$10 each=\$200.

10% less for Cash=\$180.

Issued in the year 1854. Every bond must be redeemed by 1904 with 300 florins, if it has not before been drawn with a larger premium.

Every bond draws interest at the rate of 10 florins annually, until it is redeemed.

The drawings take place twice annually, viz.: *January 2 and July 1, in which premiums of 115,000, 25,000 florins etc., are drawn.* (One florin is worth about 45c. gold.)

All the before mentioned bonds we sell not only singly, but in "Groups" of two or more bonds, according to the choice and wish of the purchaser. This besides being a good investment, enables the purchaser to have a better chance of drawing a premium.

NO. 9.

United States Government Bonds

Sold on

Monthly Instalments of \$10.=each.

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GROUP A.

One Austrian 1864 Bond	(No. 3),	Price \$110
One Austrian Vienna City Bond	(No. 4),	" 100
One Ducal Brunswick Bond	(No. 5),	" 50
		<hr/> \$260

Sold at

25 Monthly Instalments @ \$10=\$250.

10% less for Cash=\$225.

The above named three bonds, on which, if bought singly, would have to be paid \$15 monthly, can if bought in a group, be paid for in monthly instalments of \$10 each. Two of these bonds have four and one has three drawings annually; consequently, the buyer takes part in eleven drawings every year, making a drawing for almost every month. The buyer saves \$10. this way, as the three bonds, if bought *singly* would cost \$260, whereas in a group they cost \$250 on instalments. (You will find bond 3 on page 10, bond 4 on page 12, and bond 5 on page 13 of this catalogue.)

GROUP B.

One Hungarian 100 Florins Bond	(No. 6),	Price \$100
One Ducal Brunswick Gov. Bond	(No. 5),	" 50
		<hr/> \$150

Sold for

14 Monthly Instalments @ \$10=\$140.

10% less for Cash=\$126.

The two bonds mentioned above would, if bought singly, cost \$150, whereas they cost but \$140 in a group. These bonds take part in six drawings annually.

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GROUP C.

One 5% Austrian 100 Fl. Bond issue of 1860 (No. 2),	Price \$100
One Hungarian 100 Fl. Bond . . . (No. 6), "	100
One Ducal Brunswick Government Bond (No. 5),	50
	<hr/> \$250

Sold for
28 Monthly Instalments @ \$10=\$240.
10% less for Cash=\$216.

These three bonds, if bought singly, would cost \$250; in a group the buyer saves \$10. He draws already during the instalment payments 5% interest from the Austrian Bond, issue of 1860, and takes part every year in eight drawings, to which he is, of course, entitled from the first instalment paid by him.

When the purchaser buys one of the heretofore mentioned bonds or groups, he receives, after the payment of the first instalment, a properly drawn up document (certificate), in which the series and number of the Original Bond he bought is correctly given. From this moment, and during the punctual payment of the instalments, he is entitled to all the premiums that may be drawn on the bond, as well as the interest it may bear.

The INSTALMENT CERTIFICATES issued by the company are provided with interest coupons, which represent the interest which the original Government Bond bears during the whole period for the payment of instalments. These interest coupons will be paid in full, when, at maturity, they are presented at our office, or they will be accepted as payment of instalments.

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By country orders it is sufficient to send the money, with the order for the bond desired. As soon as such a payment is received, we will send the certificate in question to the address of the buyer.

If the owner of one of our certificates, after having paid several instalments, should become unable to continue said instalment payments, and thus not meet his required obligations, from whatever cause, his claim upon any premiums, which may be drawn by the respective Original Bond, shall cease from the day he stopped payment of the expired instalments; BUT THE PREVIOUS PAYMENTS are not under all circumstances TO BE CONSIDERED EXPIRED OR LOST. In such a case, we will sell the Original Bond described in the certificate at the highest prevailing quotation, and cover with the proceeds the remaining unpaid instalments; and any surplus which, in consequence of such sale, may be realized in favor of the owner, in consequence of such sale, may be realized in favor of the owner of the certificate shall be repaid to such party, without any deduction whatever.

It is optional with the purchaser, at any time before the expiration of the stipulated instalment terms, to pay at once the whole amount of the instalments, still unpaid, whereupon HE IMMEDIATELY RECEIVES THE ORIGINAL BONDS. This we are willing to do at any time, and we will allow a discount of 7% per annum upon balance of instalments paid before maturity. Beside those mentioned in the schedule, we will negotiate any other existing European bond.

Each holder of such instalment certificate will regularly receive all the official lists of drawing free of charge, showing the numbers and premiums drawn for three years.

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All premiums acquired by the before mentioned premium Government Bonds will be paid by the respective governments, either in gold or silver, which if desired, will be converted at our office into the U. S. currency or gold.

New York, October, 1882.

EUROPEAN STATE AND CITY GOVERNMENT PREMIUM BONDS.

We have already explained in our prospectus the character of the European Government Premium Bonds introduced by us in the American market.

Heretofore it was only the Capitalist who could buy and hold such bonds, but now by our system of monthly instalments which we introduced here some eight years ago, every one and especially the laboring classes, can acquire these bonds and thus reap the advantages which this investment offers.

Even the quick and large results which have been attained by our system of selling these Premium Bonds has not seemed to satisfy a certain portion of the public, who, by a superficial judgment of these bonds whose interest is paid out in premiums, are scared into the belief that they are "Lottery Tickets," and as such, are prejudiced against them.

To relieve them of all such ideas, we call their attention to the following two decisions of the New York Courts, which will, no doubt, banish from the minds of all unprejudiced readers all misgivings and doubts.

The United States Court, Southern District of New York, in the case of Oscar Baumann, one of our officials who was denounced for sending lottery circulars (our official reports referring to the Imperial Austrian Vienna City Premium Government Bonds, page 12, number 4 of our prospectus) through the mail, decided as follows:

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UNITED STATES COURT,
SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES
vs.
OSCAR BAUMANN.

Before HON. JOHN A.
OSBORN,
Commissioner.

March 8th, 1878.

After hearing the testimony of Hugo Fritsch, Esq., Consul General of the Empire of Austria, at the port of New York; of Julius Hallgarten, Banker, of No. 28 Broad St., in the City of New York; of C. B. Richard, of the firm of C. B. Richard & Boas bankers, Broadway, and others; and after hearing Mr. Butler for the United States, and Mr. Sigismund Kaufman for the defendant, Commissioner Osborn announced the following opinion;

Osborn, Commissioner: "As the case presents itself to me upon this evidence, the documents purporting to have been issued under a lottery plan, or under circulars, describing a lottery plan, have been proven by competent witnesses to be genuine bonds, or documents issued as securities of the Austrian government, or rather, of one of the cities of the Austrian government—the City of Vienna. The proof shows that these bonds, issued by the City of Vienna, are guaranteed by the Austrian government. It also appears that the purchase price of one of the bonds produced here was about eighty dollars—that they have a market value in the European markets—that they are dealt in here by the defendant, or by the firm with which he is connected, they having purchased them to sell again, at, it appears, some advance upon the price he pays. But the point to be determined here is, does the purchaser run any risk of losing the money that he pays for the bond, provided he pays no more for it than its face value? The evidence is clear that

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he pays no more for it than its face value, and that at the time of its redemption, he gets the face value of his bond returned to him with interest.

"It further appears that there is a chance, that under a scheme provided by the government—a system of drawings controlled by the finance minister of Austria—the number of his bond may draw a prize. But the element of fraud is entirely out of the case, because the purchaser gets a *quid quo pro* for his investment, whether he gets a prize or not. There is no chance about it. The only chance he has of losing his money is that if he pays more for his bond than the face value he may not be able to get his money, provided the bond gets into market.

"The complaint is dismissed and the prisoner is discharged."

Southern District of New York:

Ashley W. Cole, being duly sworn, deposes and says, that he is a stenographer, and that he was present on the 8th day of March, 1878, before United States Commissioner, John A. Osborn, when the said commissioner rendered his judgment in the case of the United States vs. Oscar Baumann, and that the foregoing is a true and correct transcript of deponent's stenographic notes taken at the time, recording the language and words used by the said Commissioner Osborn.

ASHLEY W. COLE.

Sworn and subscribed before me, this }
16th day of March, 1878.

J. M. DEUEL, U. S. Commissioner, S. D. of N. Y.

In the other case Mr. Koehler, another official, was accused of selling a

"5% Austrian 100 florins Government Premium Bond," given in our prospectus, page 10, number 2, and thereby violating the statutes of the lottery law of the State of New York. The case was brought in the Supreme Court of New York, and Judge F. W. Loew, as the referee in this case, decided as follows:

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NEW YORK SUPREME COURT.

JOSEPH KOHN

agst.

M. KOEHLER

It seems to me from the evidence in this case, that regular Austrian government bonds with interest coupons attached, like the one in suit, cannot fairly be deemed or called "Lottery tickets."

Worcester defines a lottery to be "a distribution of prizes and blanks by chance; a game of hazard in which small sums are ventured for the chance of obtaining a larger value either in money or in other articles." But in the case of these bonds there are no blanks at all. Nor does the purchaser thereof at their face value merely get a chance of obtaining a larger value. He obtains that larger value at all events.

The testimony given before me, as well as the bond itself, shows that although the face value of the said bond is only 100 florins (about \$50 of our money), the Austrian Government will at the time of its redemption pay 120 florins (about \$60 of our money) for it, and will in the meantime pay to the holder thereof interest thereon at the rate of 5 per cent per annum, semi-annually. The purchaser of such a bond, at its face value, will, therefore, in case he holds it until the time of redemption *in any event* receive *full value* and *interest* for the money invested by him, without regard to its drawing a premium a prize under the scheme devised by the Austrian Government.

Under these circumstances, it seems to me, that the bond in question lacks some of the essential elements of a lottery ticket, and does not come within the provisions of the revised statutes in regard to lotteries.

The authorities cited by the learned counsel for the plaintiff are in my opinion, clearly distinguishable from the present case. I think the complaint should be dismissed with costs.

F. W. LOEW, *Referee.*

POOR QUALITY
ORIGINAL

0037

June 31 at 3 PM

February 8 3 PM

Extradited

July 13 at

3:00 PM

Ady to March 23

of O.K.

The People vs

vs

Arthur Moller

and Ignatz Reichman

TRANSCRIPT OF

STENOGRAPHER'S NOTES

Motion - Sec. 5. 1883

Ady to March 23rd
at 3 P.M.
The property of the defendants
Remains located
at the
W. & S. of Broadway
New York City N.Y.

LEOPOLD WOODLE,

STENOGRAPHER,

4 WARREN ST., N. Y.

[Foot 2.]

(LAW TELEPHONE 563.)

POOR QUALITY
ORIGINAL

0038

The People vs.

et.

Arthur J. Kohler
and Ignatz Reichman

Motion

December 2, 1883

INDEX.

Direct Ex'n

Cross Ex'n.

LEOPOLD WOODLE,
STENOGRAPHER,

(ROOM 2.)

4 WARREN ST., N. Y.

(LAW TELEPHONE 563.)

0039

Court
Before

Murray Justice

The People vs
vs
Arthur J. Kohler
and Ignatz Reichman

Dec. 8th 1883
10 A.M.

Present

Mr. A. Comstock - Complainant
Judge Russell & B. Loewy Esq
for Defendants

Judge Russell - If your honor please,
there seem to be two matters returnable
here - one is a search warrant and as I
understand it the other is a proposed
examination, the persons arrested - I move
to dismiss the complaint as to the persons
arrested, on the ground that the affidavit
on which they were arrested is insuffi-
cient, and I move to recall the search
warrant, and that the court order the
restoration of the property taken under
it, as certified by the officer, on the ground
that the statute does not permit, at least
a certain portion of that property to be
taken as this was, and in aid of these mo-

tious I propose to make some statement to your honor in regard to what I think, unless I am grossly misinformed, is as flagrant an abuse of the process of the court, as it has ever been to me, or as I have ever been informed about.

This affi'davit on the legal grounds says that Mr. Courtcock has just cause to believe that so and so are violating the law - It does not state that it is made of his own knowledge, nor does it state any facts or information communicated to him by anybody else. An original order of arrest in a civil court would be at once thrown out of court unless the person making the affi'davit on which the defendant was arrested, was stated to be upon the knowledge of the person who made the affi'davit, or stated to be upon information given to him, and he must state the names of the persons giving him that information, otherwise a hundred times it happens, such a proceeding is at once thrown out of court, and in a criminal proceeding where the liberty of a citizen is to be affected, should such an affi'davit be regarded as insufficient, and

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according to my experience of the criminal law it certainly is - were this proceeding for habeas corpus before a judge of the Supreme Court, on this affidavit, the defendant would be at once discharged because the affidavit is insufficient, and the search warrant issued on the strength of it would be at once recalled, because in the first place the search warrant seeks to justify the taking of property which the law does not justify, and in the next place there has been a flagrant abuse of the process of this court - not for the purposes of this prosecution, but in aid of the prosecution in another action so that your honor may understand exactly what I mean, as I go along, let me read what Mr. Comstock is authorized to seize by this affidavit - alleging that he has cause to believe that Ignatz Reichman and Arthur J. Kohler - he has just cause to believe and verily does believe that Arthur J. Kohler (reading from paper) of No 207 Broadway, otherwise known as the International Banking Company &c. That on or about the 11th day of October, and I beg your honor to bear in mind that date, because it will have a significance

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on the suggestion of fact that I am about to make - unlawfully contrived and proposed a lottery and assisted in contriving and proposing a lottery against the form of the statute

Judge Murray - Last year

Judge Russell - This last October

Mr Dewey 11th of October, this year

Judge Russell - On that, according to what seems to be a return on some paper here Mr Sinclair certifies that he has taken two rolls, circulars, one bundle, drawings, one account book for recording shares and interests - Now a search warrant may be issued upon either of the following grounds - first, where the property was stolen or embezzled, in which case it may be taken as the statute directs - where it was used as the means of committing a felony - another of the cases was where it is in the possession of any person, with the intent to use it as the means of committing a public offense, or in the possession of another to whom he may have delivered it for the purpose of concealing it or preventing its being discovered, in which case, it may be taken on the warrant from such person, or from a house or other place occupied by him or under his control, or from the possession of the person to whom he may have so delivered it.

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I would like to know, and if anybody speaks for the person who made this seizure, what authority that provision of law gives to go into any ^{man's} place of business, and seize that man's books of record, whether or not they are so taken as a lottery record, or any other thing. They may constitute evidence but a search warrant does not justify an officer or any person not an officer going into a man's place of business and taking books which are not used as the means of committing an offense, but maybe if an offense has been committed, some evidence that it has been committed. These are the things which he returns as having taken - but there are other things, cards and papers which he took and stuffed in his own pockets, as I am informed, and are not returned on this return of officer Sinclair.

Mr. Constock. Who makes this statement - Who is your authority?

Mr. Loewy - It will be proved in due time.
Judge Russell - I am told and it will be proved that he has taken for instance the cards of Mr. Kohler, years ago when

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he had an office at 171 Broadway, and other papers are missing, the particular description of which I can not remember to state - that is to say - Mr Comstock - not an officer - nobody - except he claims to be a special officer of the Post Office Department in another affidavit in a matter which I shall presently allude to, goes into this place, not to do what he has a right to do under the law, but to endeavor to get evidence that an offense may have been committed or may be contemplated - That is the section, if any, on which he is entitled to a search warrant, - and this is a flagrant abuse of the process of any court - Now I will tell you why this is done - I have before me a copy of the affidavit made by Anthony Comstock in which he recites that he is a Post Office Inspector and charging that Arthur J. Kohler, Jas. M. Kohler and John Doe whose right name is unknown, but who can be identified, are issuing circulars, concerning a lottery or other similar enterprise offering prizes, which was then and there enclosed in a sealed envelope and addressed to someone in Tamersville, Greene

County - On that proceeding these persons were taken into custody and an examination is now proceeding and stand adjourned until next Tuesday against one of them before Commissioner Lyman in the United States Court, and this abuse of the process of this court is made in order that Mr Comstock may if possible get evidence to bolster up a weak and failing case there - And now when that proceeding is pending in which the merits of this whole matter is being inquired into, he sneaks into this court and seeks this process to aid him in that, although he knows that two Justices of this court have examined the nature of this business and have dismissed proceedings similar to this

Mr Comstock - That is absolutely untrue Judge Russell - I have sat here quietly and heard you misrepresenting to this court - I interpose an objection that the statements are false in toto.

Judge Russell - I am informed that in proceedings against Mr Bauer, who is here by my side, who formerly was engaged in selling the bonds of the Government of Austria, and that is what these things alleged to be lottery

tickets are - the bond issued under the great seal of the Austrian Government. It is possible that they maybe - there certainly is a decision that they may come within the provisions of our statute against lottery, but I do say again, and I have Mr Bauer here to prove it that he was arrested on the charge that they came within the provision of our statute against lotteries. And taken before Justice Flammer & Wendell and an examination was gone into and he was discharged.

Mr. Constock By me

Judge Russell I did not say whether he was by you - I did not say that you did

Mr Constock Pardon me you said that I knew of the fact, and I say I never heard of it before in my life

Judge Russell To that extent then I am mistaken

Mr Constock That was before Judge Davis' decision in the Supreme Court

Judge Russell - Will you say that you did not go before District Attorney McKee and that he did not say to you that this was not a matter to be prosecuted

Mr Constock. He said it was a lottery - After

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I submitted this case to two assistants of the District Attorney's Office, before bringing them before Judge Murray and I stated the fact that they had been arrested and they were continuing to violate the law

Judge Russell - Where
Mr Comstock In the United States Court
Judge Russell Did you state to Judge Murray that you were using his process in aid of that proceeding

Mr Comstock No, they had been arrested in the United States Court, and were continuing to violate the law - I'd not want to interrupt you - you are liable to be misinformed

Judge Russell - If I am misinformed you certainly would offend me by interrupting me - Interrupt me whenever you please - The fact is so now, as I have said, and there would be any dispute about that - the things which the International Banking Company sold are the government Bonds, as I have said, of the Government of Austria, that were issued at the time of their war with Prussia, and they contained a certain agreement as to certain drawings, which the General Term

T

of this District, Judge Davis writing the opinion and Judge Barrett concurring - two Justices have held that they come within the provisions of our law against lotteries - that although these are the bonds of the Government issued in good faith and sold in this country under our treaties of commerce with Austria, nevertheless without regard to the constitutional provisions protecting the commerce of these countries, and their right to deal in commodities that are the commercial world over, Judge Davis reverses Judge Lowe who tried the case below and who held that they were not within the provisions of the law against lotteries, and decided that they were - in an action where one Cohen brought a suit against some one to test that question.

Judge Murray - Was it taken to the Court of Appeals

Judge Russell - It is now in the Court of Appeals - Mess Kohler are not men engaged in keeping a lottery or policy shop in any sense in which that word is understood - nor are they malefactors, in the sense in which that word is understood. They are respectable people

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trying to do a respectable business
The case is on the calendar of the Court
of Appeals, - The judgment of the court
in this city is upon a question upon
which lawyers have differed & justices
have differed. And if they find that
they are engaged in an illegal business,
by the judgment of the court of final
resort of this State, they will discon-
tinue - They contemplate nothing
but that

Judge Murray If after the opinion of Judge Davis
and before the Court of Appeals decision
they carry on this business it is unlawful

Judge Russell I don't dispute that at all -
that for the time - I only make that
statement not in aid of anything but
simply that your honor may be in-
formed that this is not a case where
the process of this court ought to have
been permitted, nor would have been per-
mitted to have been abused in this way -
I don't think that it will be sustained
by the Court of Appeals, but it may be
that it will. but for the purposes of
this case your honor may assume
that the decision of Judge Davis, in
conflict with the decision of Coun-

Commissioner Osborn and Judge Lowe will be sustained, and that technically this is a misdemeanor.

Judge Murray What do you propose to do with this case?

Judge Russell. I say this affidavit is insufficient on which to hold anybody and I am only informing your honor of the general history of this thing that you may understand the whole case - I recite that because it is simply a part of the history of the whole matter - It has been before Commissioner Osborn - I state that simply in order that your honor may know that this is not a criminal offense as we usually understand that term.

Judge Murray - In making the admission as you have, that according to the opinion of Judge Davis who has decided on that subject, that it is a misdemeanor and must be so held while the decision of Judge Davis stands without being reversed on appeal, what then under those circumstances

Judge Russell. Here is an affidavit which charges persons with something, and which in itself contains none of the elements

which go to make a proper affidavit to arrest or hold them in the first instance and here is an affidavit on which a search warrant has been issued, and under which Mr. Comstock has seized and has in his possession property which is not contemplated by the statute at all. And if this was the best case in the world and there were no doubt about it whatever - if it were clearly a lottery of the kind meant when we use that word, I say his affidavit is still insufficient to hold anybody, - even although in point of fact they should be guilty of selling lottery tickets of the common character, his affidavit is insufficient under the provisions of law to seize the property which Mr. Comstock has seized -

Mr. Comstock May I look at the affidavit Judge Russell, if you are through with it

Judge Russell hands paper to Mr. Comstock - and continues - before issuing this search warrant the magistrate must examine on oath the complainant and any witnesses he may produce and take their depositions in writing,

that never was done — and cause them to be subscribed by the parties making them — This is an affidavit made by a party — it is not an examination as that is understood — The warrant for the arrest of a person is upon an affidavit, but the proceeding for a search warrant must be upon an examination — by deposition — that is what we understand by a deposition — where the magistrate takes the depositions and reduces them to writing and lets the parties sign

Mr Comstock — I think you omitted "deponent further says that from personal observation" — and if you will also turn back (referring to affidavit) you will find that I charge them positively, that one of them did I think on the 10th and one on the 11th of October publish this circular. It is stated positively not on information or belief but positively.

Judge Russell — He charges — Charging a thing positively and stating a thing of a man's own knowledge is quite another thing. While your honor has been reading there, Mr Comstock called up attention to something which I propose

to allude to, and perhaps I should have done it in the other connection. He charges "and deponent further charges that on the 11th of November 1883 (reads from paper)

Mr Comstock The other part

Judge Russell - I want that other part to be heard also. Mr Comstock, in my judgment that deserves as little consideration

as -
Judge Murray - About the disputes, the complainant is here, why not cross examine him

Judge Russell I am not called on to do that. - I am making a motion before your honor, which I am entitled to make, on a proceeding here on which we are brought into court, as I would be entitled to make on a habeas Corpus in the Supreme Court, that the papers and proceedings are insufficient and should be dismissed on that account. - I say on that head that they charge us in their affidavit - "Deponent further says from personal observation, he has just cause to believe" that is not asserting that he knows - that is not giving the testimony of any-

body that he knows a certain thing -
 Personal observation is not sufficient
 I may say from personal observation
 I have just cause to believe that John
 Jones is likely to commit a felony
 on Union Square today - That is not
 personal knowledge, and telling the
 court what he does know about it -
 That such and such things have taken
 place, and he is informed by so and so
 Let me address a few words to your
 honor from the statement of what I
 am informed took place - As I am
 informed Mr Comstock holds no other
 public office which authorizes him
 to take possession of the process
 of this court than he holds in con-
 nection with the Post Office Depart-
 ment of the United States

Mr Comstock No sir - I am not a peace offi-
 cer of this County further than a Post
 Office Inspector

Judge Russell - I am addressing this to the
 discretion of your honor because this
 is an abuse of your process - A
 Post office inspector, of the United
 States Government comes before you
 to seek your process in aid of a pro-

proceeding in a court where he belongs and he has no business to do it. In order that there maybe no mistake about that - that I may not be charged with any misstatement, I have here a copy of the affidavit made on the very day the 11th day of October, which in this proceeding before you he charges was the day on which the offense recited was committed.

Mr Coustonck - But the offense charged there is the 24th of August - you know that has nothing to do with this.

Judge Russell - The offense alleged to be committed on the very day that this affidavit was made in the United States Court.

Mr Coustonck That is the day I got this evidence against that party.

Judge Russell In order to go in the United States Court - He wished to call a Mr Reichman who was arrested in his proceeding there.

Mr Lowry He was not arrested - to use him as a witness here.

Judge Russell - To be examined as a witness there. He swore that Mr Reichman was not the John Doe whom he intended

to allude to in those proceedings as a person connected with it. When he finds out in that court that Mr Reichman does not give the testimony which he expects him to give, he comes then, although he had asserted there recently, and swears in this affidavit before your honor that Mr. Reichman, the very man, is the person engaged in conducting this lottery business. How much faith is there about a man who swears both ways in the same week. He calls him simply as a witness - does not make any charge against him, and then swears in this proceeding before your honor that he is and he is arrested and is informed that this is the consequence of committing perjury. Mr Comstock went down to the place of Mr Kohler, 207 Broadway - there was no secrecy about it - a public place conducted like a banking house - What business they did - how much business they did, I am not informed, but as I understand it, that is not a lottery or pokey office in the sense in which that word is understood. It has been supposed to be a legitimate proper

business-dealing in the bonds of a foreign government, and not within the
 provision of our statute - He says it is at best
 a mere technical violation of the law,
 and these gentlemen have no desire to
 become a party to the criminal
 classes, or to continue an unlawful
 occupation - They do not want to do
 it if they have the judgment of the
 final court - the judgment of the
 court of final resort of this State that
 the business is unlawful - Nobody
 who takes the judgment of a lawyer
 is disturbed because there is a General
 Term decision against him - I
 think that is the custom of all lawyers
 to treat them as a matter of decent
 respect - serious at the time, but they
 do not allow such decisions to disturb
 them

Judge Murray - Serious enough to require them
 to go to the Court of Appeals.

Judge Russell - Mr. Camstock goes down to
 their place with seven persons - first of
 all instead of proceeding as is required
 by a search warrant, he takes these
 two persons under the warrant and
 takes them away, instead of allowing them

to remain there and see what is being taken - what he takes under the process of the court as they were exhibited and is bound to give them the receipt

Mr Loewy - Then and there the receipt Mr Couston - or leave it in the place and that is what was done

Judge Russell - When the officer takes property under the search warrant he must give a receipt for the property taken specifying it in detail, to the person from whom it was taken by him, or in whose possession it was found, or in the absence of any person, he must leave it in the place where he found the property

Mr Loewy He cannot create the absence by his own act

Judge Russell He endeavors to make it technically correct - They carried it away and when their brother-in-law an attorney Mr. Loewy goes there, he is ordered out of the place under the penalty of arrest, as if this person, Mr Couston, or any person acting under the search warrant had any authority to do any such thing

Mr Couston - I think this is outrageous a misrepresentation - these things that

he is undoubtedly informed, as having occurred, when there is not a shadow of truth to sustain it - They are not proper statements to go before the court - to prejudice the court.

Mr Lowry - Do you deny that you were going to arrest me

Mr Coustock - I have nothing to do with you - you are beneath my notice

Judge Murray - Mr Coustock this gentleman is here before the court as a gentleman

Mr Coustock - I apologize to you and the gentleman - I went there with the kindest of motives - I even asked his honor to wait until the prisoners would come, so that they could give bail

Judge Russell - If you want to stop me and correct me, correct me - If I mistake you correct me

Mr Coustock - They were not ordered out - they were simply given the permission to go if they choose

Mr Lowry - Did not you say -

Mr Coustock - You were disorderly and were put out and ought to have been arrested

Judge Russell - Do you deny that you went in there and said to Mr Reckman

This comes from trying to commit per-
jury

Mr Comstock I said it did not pay to commit
perjury and I say so now He said, and my re-
mark was based on the statement that he
made on the 11th of October

Judge Russell They took possession of this of-
fice as I am informed and threatened to
break open things, and one of them had a
key and said you will break open nothing
as long as there is a key here. They took things
which they have no right to take and no right
to retain and I ask your honor to dis-
miss the proceedings and to recall the search
warrant— They also took a book which
they had no right to take, and I ask your
honor to compel them to return that
book— restore that book— and to dismiss
the proceedings— I have no doubt about
the propriety of this on the law, and I ap-
peal to your honor's discretion on the
showing that this has been an abuse of the
process of this court, it would not be tol-
erated by any court, and that motion I ad-
dress to your honor's discretion as a ma-
gistrate to determine

Mr Comstock— In the first place the affidavit
was drawn and states positively— charges

positively an offense, and I submit the affidavit as a reply to - as an answer full and complete to the statement of the learned counsel - secondly - these proceedings were contemplated long before any decision before Commissioner Lyman and I can state a number of cases before this court where parties arrested in the United States Court, who do a business, principally through the mail, after being arrested there, and information is brought to my notice of the violation of the law, that the State court is appealed to, in order to seize the property which the Constitution brands as a public nuisance, and which the laws prohibit from being distributed throughout the state - This perhaps is ordinarily an —

Judge Russell Mr. Comstock must remember that he is not discussing smutty pictures that is not this case -

Mr Comstock - This is a lottery case - I am discussing that - there is no malice or feeling - It is improper and it is not just nor right - I have acted in the United States Court as a Post Office Inspector - That case is entirely severed from this case - This is for contriving and carrying on a lottery, and I call attention to one thing

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which the learned counsel omits - This opinion of the learned Judge who says - if in any exigency the State of New York should adopt such a scheme for the purpose of increasing the sale of bonds, the plan would be a palpable violation of the provisions of the Constitution forbidding lotteries - All the evils that attend ordinary lotteries are present in this scheme and indeed are enhanced by the fact that the speculative spirit which leads men to invest in lotteries is largely encouraged by the absolute security against any actual loss, by this scheme - After that decision here are gentlemen who go to work and publish, in order to give authority and dignity to their unlawful scheme, the decision of the referee and make no reference whatever to the higher order of the Court who overrules the referee's report and declares their scheme a lottery and in violation of the law Judge Russell - I am told that decision was not published when those books were printed

Mr Coustock Quice 1880 and the 26th of June They knew the decision very shortly after it - And there are the schemes after the

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arrest in the United States Court, they continued to give out - If the court desires I will prove it - They continued this unlawful business, and this gentleman sitting beside Judge Russell said in their presence that they proposed to continue it - "If you do I shall arrest the parties in the State Court" I says, "you shall not put in contempt the Supreme Court of this State, by such a proceeding."

Mr Lowry who said that

Mr Comstock - I said that - And this complaint that is now before your honor is drawn - not from their being through the mail, but over the counter by Mr Kohler himself. And another was given out by Mr Reichman - before any parties were arrested in the United States Court or otherwise - On the 11th day of October of this year - each of these circulars are offenses in themselves - and I call his honor's attention to the fact that under the section of the code, that all that is necessary for the magistrate to issue a warrant is that he should be satisfied - If you will allow me to take the code I will let his honor read the sections in reference to it. (Read) "If the

magistrate be thereupon satisfied of the existence of the grounds of the application, or that there is probable cause to believe their existence, he must issue a search warrant." His honor was satisfied on the papers presented to him and all statements there I am ready to support by positive testimony.

Mr Lowry - The first objection that was raised by Judge Russell, which is absolutely fatal to this whole proceeding has not been touched upon by Mr Constable and cannot be refuted by him, and that is that the law provides that before any warrant for the arrest of a person charged with crime is issued, the affi'davit of the person making the charge shall be taken - An arrest is provided for in that case - And if your honor will look at the sections of the Code you will find that where an attempt is made to get a search warrant a different provision of law exists - There the language of the Statute is not that the persons shall present an affi'davit to the magistrate, who shall thereupon if he is satisfied with the contents thereof, issue his warrant, but the provision of

0065

law is - "the magistrate must before issuing the warrant, examine on oath the complainant and any witnesses he may produce and take their depositions in writing and cause them to be subscribed by the parties making them - and the depositions must set forth the facts tending to establish the grounds of the application or probable cause for believing they exist - Now set that was omitted in this case - There was simply an affidavit presented for the purpose of procuring the arrest and presented for procuring a search warrant. It was not a deposition as required - Your honor did not examine this man on oath, nor his witnesses on oath - Your honor did not nor did these witnesses comply with sections 794 & 795 of the Code - But further than that section 795 says - The depositions must set forth the facts tending to establish the grounds of the application or the probable cause for believing that they did exist - This affidavit contained no facts - It does not say, if your honor please, that on the 10th or the 11th of October either Mr. Richman or Mr. Noble handed to this man anything - That is a state -

ment that he now makes as the basis of his application - the summary states that he has reason to believe - but the Code says that the facts upon which that reason is supposed to exist must be stated in the deposition, that the court may see upon its face whether the witness has reason to believe - These facts are not contained in this affidavit - these facts were not before your honor, and the entire proceedings are utterly null and void - It would be no protection to anybody - and further there is no provision in law for taking account books or taking cards or anything of that kind and we have here the sworn return of the officer that he has done this - We say that as to that they have acted beyond the scope of their authority

Judge Russell - I should like to hear Mr. Cunslock in justification for ^{the} taking of that book

Mr Cunslock - I will answer first the counsel - Depoent further says (reading from paper) from personal observation he has just cause to believe that in and upon the said premises 207 Broadway in the City of

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New York occupied by the International
Banking Company the said Kohler
and Reichman now have in their possession
with intent to use the same as the
means to commit a public offense
certain papers and circulars advertising
a lottery - and also certain books
for registering the number of tickets
etc and interest, and shares in said
lottery etc - If there is any absolute
information addressed to the court
sworn to, before the warrant is issued
the warrant may be issued - Now let
me see the penal code and I will answer
the rest of that question - (Looks at
book) I state further than that, that
the warrant was issued & executed by the
officers in charge - the peace officers of this
county, and it was done in an author-
ized and proper manner - They did their
duty faithfully

Judge Russell - Does that justify you in tak-
ing the book which you did take - I invite
your attention direct to that and I assert
that you can't do it

Mr Comstock A person who opens, sets up or
keeps by himself or another person, an
office or other place for registering the

numbers of tickets in a lottery within or without this State, or for making receiving or registering any bets or stakes for the drawing, or result of such a lottery." Lottery is a nuisance—a continuous offense and everything pertaining to that lottery comes within the scope of that statute—And I am ready to show that that book was used and is used for the purpose of recording lottery, and is a continuous use, and the evidence will show it.

Judge Russell We are talking about a search warrant—there is a provision there what you may take

Mr. Constock—He is using it as a means of committing a public offense—a lottery is declared by the Constitution a public nuisance

Judge Murray Is that all you desire now Mr. Russell

Judge Russell Yes—if an examination is to be had I would like your honor to examine this question on the points of law, and on the motion addressed to your honor's discretion

Judge Murray—If you will allow the stenographer to write out those notes and submit them to me, I will examine into the matter

Mr. Constock—On behalf of the people I offer

the book in evidence as recording the numbers of the share and interest in a lottery, and I offer it for that specific purpose and ask to have it marked by the court.

Mr Lowy - I object to anything of the kind pending the motion to discontinue.

Mr Comstock I am ready to give testimony as to the entries made in that book - as to the entries made in that book in my presence - I desire to give evidence now and I ask to be heard - I ask that my evidence may be taken in reference to that book - and in reference to the offense committed on the 10th of October 1883, where entries were made in them of the share and interest in a lottery in my presence - entered in that book by the defendant in my presence.

Mr Lowy I object to anything being marked in evidence.

Mr Comstock - I have a right to have this marked in evidence as a part of the case of the people.

Judge Russell I want the things that the officer seized to be put in your honor's custody, and I have no objection to your honor examining them to your own satisfaction.

I have made a preliminary motion here which is being considered - those should be put in your custody

Judge Murray All the papers that were in existence at the time the search warrant was issued and executed - I will take all those

Mr Comstock I offer them in evidence

Judge Murray I cannot receive them in evidence while this motion is pending

Judge Russell - Can I ask the officer to deliver to you the things he seized under the warrant, your honor, so that your honor may examine them

Officer - I have got them in a bag I have given you a copy of some of them

Judge Russell - I want those things to remain under your honor's control because I assert and I repeat the assertion that in my judgment this process was sued out for the purpose of endeavoring to get evidence in another court, and that is an improper thing to do

Mr Comstock - I said it was not

Judge Russell - You have no objection to his honor taking the custody of these things seized

We don't differ about that

Mr Comstock I have no objection

Judge Murray The court leaves them in charge

of the office here for safe keeping
 Mr Comstock - I submit that that book is as
 much to be seized as the instruments for
 registering bets and wagers in a pool gam-
 bling saloon - a part of the lottery for the
 registering of a ticket

Judge Murray The motion is on the irregularity
 of the proceedings

Judge Russell And on the ground that that is not
 a thing contemplated by the section
 Mr Comstock - How can your honor decide that, when
 the thing is there before your honor, that that
 is a book used for registering lottery
 tickets

Judge Murray - If this proceeding was com-
 menced improperly that is an end of it - that
 is about all of that

Mr Comstock - But if your honor please the com-
 plaintant has nothing to do with the
 complaint. I am ready to submit a brief
 on that subject. The complainant has noth-
 ing to do - It is improper to do this in a
 proceeding which is legal and regular
 in every way, upon the ex parte statement
 of the counsel who comes in here and
 makes statements to your honor, when
 the witnesses are here to testify

Judge Murray He has made a motion on

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the papers and quoted law from the Code
Judge Russell My motion is made on the
original papers

Judge Murray Yes on the original papers - You
can make a motion now to submit
a brief

Mr Constock - I cannot do it between now
and Monday

Judge Russell You said I was mistaken in stat-
ing that you had several cases and papers
not accepted for - Do you say so now

Mr Constock I do - There was not a thing
taken but what was added in and accepted
for

Judge Murray When will you be able to submit
a brief in this suit - A week from Monday
at 57th St. Court

Mr Constock I should like to have it some day
here, if you will be here next week

Judge Murray - I will not be here next week
Mr Constock. A week from next Monday I have
engagements - I have cases in Brooklyn
in the United States Court and in the
General Sessions

Judge Murray - I want you to submit me your
brief in connection with this - say a
week from Monday at 57th St. Court

Mr Loewy What hour

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Judge Murray - I send it there

Mr Loewy The examination meantime is suspended

Judge Murray - Yes - suspended

Mr Loewy Suspended until the decision of this motion

Judge Murray - Yes

Judge Russell If we are overruled in our motion we shall be ready to proceed

Mr Comstock - If your honor receives the statement of counsel for the defendant that there is certain matter improperly seized then I submit that it is a proper seizure of a portion of it

Judge Murray He quotes from the code - I hear both sides in this matter - you can submit your brief -

Judge Russell - I understand the officer is to keep charge of those things and not to turn them over to Mr Comstock

Judge Murray - Yes

Mr Loewy What has become of the property that was taken out of the desk in the front office

Officer What is taken out there is here

Mr Loewy Will you be kind enough to point out to me where in this return you mention the property you took out

of the front desk

Officer- That is one roll with papers such as this

Mr Lowy He should like to have that roll produced before the court

Mr Comstock Are we going on with the examination- I ask to have all the matter produced here

Judge Murray- We are on that motion now Are all those papers necessary for that purpose

Mr. Comstock- That is one roll and was put on the return and receipted for

Judge Russell- I ask permission for Mr. Lowy to see that roll

Mr Comstock- He knows nothing about it Bring it here in court

Mr Lowy To see whether that roll is properly receipted for as a roll- to take a lot of property and bundle it together, and receipt for it together, as taken as a roll

Judge Murray- The week after next I will get your brief

Mr Comstock- I think so

Officer produces papers

Mr. Comstock Those were taken there by the officer and he has had them in his possession ever since

0075

HORACE RUSSELL
120 BROADWAY
NEW YORK.

The People v Kohler

March 10th 1884.

My dear Sir:

It was my intention to appear before you tomorrow to argue a motion to dismiss, but I shall be in the Supreme Court trying a case; and in view of that fact, and of your having announced (as I am informed by Mr Loewy) your intention to hold the defendants to bail, I have advised that bail be given tomorrow, to answer any indictment that may be found. The defendants will appear before you then for that purpose.

With grateful appreciation of your courtesy.

I am, very truly yours

Horace Russell

Wm H

Henry Murray

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Mr Lowy - Do you mean to say that is a
proper paper to take - Is there any
doubt about that (picking out papers)
Mr Counsell - Then I offer to return it
Judge Russell - If we desire to submit any
brief we are at liberty to do so
Judge Murray - Yes sir

At continued March 11th Charles Goldstein
Attorney for the defendant makes
a motion that the case be dismissed
and the defendants discharged, on
the ground that the evidence is
insufficient to show that the
defendants are guilty of the
offense charged

Motion denied & exception
taken by Counsel

Taken before me this
11th day of March 1884
J. B. [Signature]
Police Justice

District Attorneys' ^{see}
City & County of
New York, New York.

Kornblum & Richman May 15, 1884
My dear George Bowring.

I feel satisfied
that these defendants will
not run away, but will
as these Counsel promises
come in to morning after
our girls bail.

With your approval therefore
I suggest that the eight
be committed to custody of
their Counsel to be produced
to morning ^{any morning}

Howe, Prefect & Bowring
~~Edward D. Cheney~~
~~Darius~~

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0078

The People &c.
vs.

Arthur J. Koehler &
Isaac Richman

TRANSCRIPT OF
STENOGRAPHER'S NOTES

Feb 28/65

Transcript
of
the
trial
of
Arthur J. Koehler &
Isaac Richman
for
the
murder
of
John
D.
Peters
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LEOPOLD WOODLE,
STENOGRAPHER,
4 WARREN ST., N. Y.
(LAW TELEPHONE 563.)

[Room 2.]

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In the

People

vs

Kochler et al

July 8/24

INDEX.

Direct Ex'n

Cross Ex'n.

LEOPOLD WOODLE,

STENOGRAPHER,

(ROOM 2.)

4 WARREN ST., N. Y.

(LAW TELEPHONE 563.)

0080

The People vs. Koehler, et al.

Before

Mr. Justice Murray.

February 8th, 1884.

Present,

Mr. Justice Murray,

Judge Russell and Mr. Loewy, for defendants.

Mr. Anthony Comstock, and

JUDGE MURRAY: I deny the motions heretofore made.

Defendant's counsel: We note an exception to the denial of the motions.

ANTHONY COMSTOCK sworn testified.

On the 10th day of October, 1883, I called at the office of the International Banking Company, corner of Fulton Street and Broadway. I think the building is no. 207 Broadway, and 160 Fulton Street. I there saw Arthur J. Koehler one of the defendants. I also saw Mr. Reichmann. This is Arthur J. Koehler and this is Mr. Reichmann. I produced a paper, which I hold in my hand, and said, I would like to ask him some questions in reference to this particular paper. I showed it to Mr. Koehler. I asked Mr. Koehler if he would explain about this certificate. (Sd) I said I notice there are two numbers. I asked him which was the number of the bond. He said the serial number was 671, No. 96. He said his firm imported the original bonds and issued this certificate, that the number on the certificate entitled the holder of the certificate if he paid up the sums designated to the bond, the original

~~bond, when the certificate was issued.~~

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bond, when the total payments had been made, that the number on the certificate entitled them to whatever might be awarded in either of the drawings, so long as the bond was not redeemed. He said there were four drawings each year. I said, there are two numbers on this certificate, which number is the one that entitles the holder to the drawing or to the prizes. He said the serial number 671, No. 96. I said, I don't quite understand the two numbers. He said 671 is the number of the bond, I think he said in the even numbers, or the odd numbers, I am not quite positive whether it was the odd or the even but my recollection is that he said the odd numbers had one hundred numbers to the bonds and the even numbers had 96 numbers to the bond or vice versa; it was either one or the other; accurately I can't tell, but that one of them had 96 numbers and the other bonds had 100 numbers to each bond, that is there would be so many numbers to each serial bond. Well I said how do you explain then about the prizes. He said that each of those bonds, there were fourteen bonds redeemed each drawing, and that each bond number was redeemed by its serial number and then the numbers on each bond drew a prize. If they drew a large prize well and good, but in any event they drew two hundred florins. I then asked him if he would explain more fully. He showed me this paper Exhibit B, which I hold in my hand. He said for instance, these are the last drawings. He said for instance No. 431 drew four big prizes. Now he said, all the other numbers on 431 will draw two hundred florins

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but the four drew large prizes, and pointed to the figures here on this drawing, Exhibit B. Well I said is this a genuine drawing, isn't it printed here in New York. Oh, yes, he said we get out the original drawings, we import them, and then we print these drawings here in this office and send one to each of our customers after each drawing has taken place. Well, I said is there no chance of a person being defrauded in that way. Oh, no, he said after we print them they go through four hands before they are struck off, that is after they are set ^{up} off, and then he says we keep the original here, if anybody wants to look at the original he can do so. Well, I said, I would like to see the original. He handed what was represented to be the original drawing, containing the numbers of the fourteen bonds that were redeemed of September 20, 1883.

JUDGE RUSSELL: I move that the Court strike out the witness's statement of the contents of that written paper. The paper itself is of course the best evidence of what it contains.

Mr. COMSTOCK: I shall be able to produce the paper which is in the custody of the Court, under a search warrant.

JUDGE RUSSELL: Isn't it here?

Mr. COMSTOCK: The officer is not here.

JUDGE MURRAY: The point is well taken. Strike that evidence out, the paper itself being the best evidence.

Mr. COMSTOCK: The Court has the paper, it is among the papers in the hands of officer Sinclair. I have seen the paper since.

0083

WITNESS: This paper that Mr. Koehler handed me , I think I gave the copy to Mr. Oram, no the original if I remember rightly, and had him read off the numbers on the original paper, and as he read them off, I noticed these numbers here and he read off exactly the numbers that are represented upon this paper I hold in my hand. This was done in the presence of Mr. Koehler. I then asked him how many bonds are redeemed each drawing. He said there were fourteen bonds redeemed each drawing and that there were four drawings each year and that each bond had a right or interest in the four drawings ~~the four drawings~~ each year until the bonds were redeemed, that after the bonds were once redeemed, they were not again entitled to any profits in the drawings. He then handed me a circular or advertisement of this scheme that I hold in my hand, Exhibit C. He handed me this paper and said, that the bond which I had was this bond here and that the drawing took place on the dates mentioned, being March 1st, June 1st, September 1st and December 1st of each year and that these here were the premiums that were distributed at each drawing.

JUDGE MURRAY: At that drawing?

WITNESS: I understood him at each drawing. These ~~are~~ are the premiums or prizes distributed at each drawing.

JUDGE RUSSELL: That had been

WITNESS: No, sir, that are to be

JUDGE MURRAY: That is these were to be distributed?

WITNESS: This amount, total premiums amounting to 282,500 florins at each drawing.

JUDGE MURRAY: Had any of those drawings taken place?

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WITNESS: This says the above bonds--

Objected to.

WITNESS: Well, he stated that these are the drawings for September, that there had been one drawing since I purchased the bond and that was the drawing. I asked him if I had got ~~in~~ anything in this and he looked over and said No. And then he said this was the drawing for September 20th, and that by further payment I became entitled to the premiums that were advertised on this page, turning to page 10 and pointing to No. 3 on that page. I then handed him \$5 which he took and stepped back to a book in a rack back of him, took down the book.

JUDGE RUSSELL: I want these papers marked as Exhibits.

Paper first produced by witness being certificate marked Exhibit A.

Paper next produced by witness, being Report of drawings, marked Exhibit B.

Paper next produced by witness being a book marked Exhibit C.

WITNESS: The defendant, Koehler, took this paper Exhibit A and placed upon it the coupon here marked second instalment coupon \$5, New York, October 10, 1903. He first filled out the coupon in my presence and then gummed it on in my presence, and handed the paper back to me. I asked him who composed the firm of the International Banking Company. He said Arthur J. Koehler, Joseph M. Koehler and M. Strelitz I understood it and copied it down as he gave it to me. I asked him how long he had been a member of the

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firm. He said he had been a member about two years, that his father had been in it, Joseph M. Koehler, from the beginning. I asked him who their clerks were. He stated Mr. Hussey, gave me the name of M. Hussey, Ignatz Reichmann, and I think it was M. Strelitz. I asked if anyone was allowed to open registered letters except himself. He said only he, or one of the firm. Mr. Reichmann was present a part of the time, was present when the money was paid. On the 11th day of October, I called at the same office and had conversation with Mr. Reichmann. I asked him about the interest on these bonds. He said there were coupons.

JUDGE RUSSELL: Use the language you used and he used.

WITNESS: I asked him if he would explain to me the matter of interest on these bonds and if the certificate that I held, entitled the owner to interest. He said No, that that certificate was in scheme, I think he said No. 3, but opening a paper similar to the one you have there, Exhibit C which I have here, Exhibit ^D ~~B~~, and said the one above yours draws interest but yours does not. He then gave me the paper or circular advertising the scheme.

JUDGE RUSSELL: Gave you what paper?

WITNESS: This paper which I now offer in evidence. (Marked Exhibit ^D ~~B~~.) On the 23rd day of November, 1883, I heard Ignatz Reichmann testify under oath before Commissioner Lyman--

Objected to. Taken subject to motion to strike out.

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WITNESS: I heard him testify that he was a member of the International Banking Company. On the 11th of October, 1883, he had informed me that he was the cashier, and had been there about two years. On the 10th of October when Mr. Arthur J. Koehler took the \$5 he also made an entry upon a book. That book I afterwards saw in the hands and is now I believe, in the custody of Officer Sinclair, and I ask to have it produced and put in evidence. As he opened this book after taking the \$5 he read off L. C. Deal, Tannersville, New York. I said "Yes". He then made the entry and filled out the coupon and attached it to the certificate.

CROSS-EXAMINATION BY JUDGE RUSSELL:

Q On what day was the examination before Commissioner Lyman when you say Mr. Reichmann testified?

A I think it was the 23rd day of November, 1883.

Q Before whom?

A Commissioner Lyman.

Q Where?

A In the Post Office Building, in New York City, his courtroom.

Q And in what case?

A In the case of the United States against Joseph M. Koehler and Arthur J. Koehler.

Q Won't you be good enough to repeat what it is you say Mr. Reichmann testified there?

A He testified that he was a member of the International Banking Co.

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Q Do you give his words?

A I give it as near as I understood it to fall from his lips in reply to a question from the District Attorney.

Q Won't you give the words in the first person, just as he said them?

A I don't know that I can give the exact language. I understood Mr. Foster to ask him, I understood him to state that he was a member of the firm.

Q What did you understand Mr. Foster to ask him?

A What his position was at this place, at the International Banking Company.

Q And what did he reply?

A That he was a member of the International Banking Co.

Q Will you swear positively that he said that?

A That is as I understood it to fall from his lips.

Q Will you swear that you heard him say that?

A I so understood it.

Q I don't want so understood, I want you to say whether or not you will swear that you heard him say that.

Q I so understood his ~~ex~~ testimony and understood him to say positively that he was a member of the firm.

Q And did his examination proceed after that?

A Yes, sir.

Q And was he asked all about the business?

A He was asked in reference to seeing Mr. Koehler there, Mr. J. M. Koehler.

Q Was there a discussion before that as to whether or not Mr. Reichmann should be called as a witness, could be called as a witness?

0000

A He had been called as a witness.

Q Wasn't the objection made that he could not be examined under the Statutes of the United States?

A I did not hear it.

Q Because he was a defendant?

A I did not hear it, I heard this. Pardon me. I heard it stated by Mr. Loewy to the Commissioner that there was a third party in the warrant in the United States Court and that Mr. Reichmann was the third party. I stated that he was not the one called for in that affidavit, that the man's name was M. Strelitz.

Q Do you know who M. Strelitz is?

A I do not. I got my information entirely from Mr. Koehber.

Q Now Mr. Comstock, don't you remember that Mr. Loewy took the specific objection that Mr. Reichmann could not be examined because of the statute of the United States which forbade the prosecution of a man who was called as a witness by the Government?

A I did not hear anything of the kind.

Q And you don't remember his reading an opinion of Judge Brown's in a certain case or Mr. Foster reading an opinion of Judge Brown?

A The first day that Mr. Reichmann was examined I was not in the room. This came in on the 2nd or on the cross-examination, not the cross-examination, but on the 2nd day upon which he was examined. Then I was in the room. The first I don't know about, for I was not present.

Q Were you there when Mr. Reichmann was sworn?

A I think, I was, sir.

0089

Q Now wasn't the objection taken just before that.

A This was discussed before that, that he was M. Strelitz the third party called for in that warrant, and I stated positively that he was not, that I did not know him as that party and my affidavit was not designed to reach him.

By Mr. LOEWY.

Q Mr. Reichmann was called as one of your witnesses, was he not?

A Called as a witness for the Government.

Q And subpoenaed by you?

A Subpoenaed by the Government.

Q Who served the subpoena?

A I went with the officer to identify him for the officer.

Q Just before the case came on on the same day, the day of the examination?

A Yes, sir.

Q Who was the first witness called on that day?

A Well, I decline to answer anything because it is immaterial and I shall decline to answer it in the absence of the Court, as it is immaterial who was there called. It has nothing to do with this case.

JUDGE RUSSELL: It is cross-examination on your statement as to Mr. Reichmann.

WINNESS: I believe Mr. Reichmann was called first. I won't be sure as to that, but I think he was. I did not charge my mind specially with the order of evidence in another court.

Q When Mr. Reichmann was called by General Foster, what was the objection that I took?

A That I have already stated.

0090

Q Repeat it again?

A You objected to his being called or sworn on the ground that he was the third party in the warrant.

Q No other objection?

A That is all that I heard.

Q Don't you remember that I objected on the ground that the witness was not bound to criminate himself?

A I don't recall any such statement made then.

Q Don't you know that the witness on the stand declined to answer the questions on the ground that the answers might tend to criminate him and subject him to a penalty?

A I was not present when he was so examined.

Q Were you not within hearing distance?

A No.

Q Did you not hear that?

A No.

Q Did you not hear that a motion was made to commit the witness Reichmann for refusing to answer questions upon that ground?

A I did not.

Q You are positive of that?

A I have answered the question.

Q But you did hear him testify that he was a member of the firm?

A On the second day I did.

Q Is it not a fact that on this first day when you say you were not within hearing distance and when I raised this objection to which you have testified that you sent a memorandum to General Foster saying that he was not the

0091

third member of the firm?

A I don't recall whether I did or not.

Q Will you swear that you did not send in a slip of paper to General Foster with the statement upon it that you had no charge against this man and did not intend to prosecute him?

A I cannot recall what I sent in to General Foster at this time.

By Judge Russell:

Q Can you recall that you did send that?

A I think I heard the general statement made before leaving the room.

Q You are asked whether you can recall that you did not send what is now stated?

A I could not state positively what I sent. I sent something very near that.

Q Can you state positively that you did not send that message?

A I could not state positively that I did not.

Q Can you say that you don't think you did?

A It is possible that I did. I would not say positively one way or the other.

Q Well now, which do you think you did?

A ~~I think that I advised Mr. Foster, sent in a memorandum, I heard the statement I have already testified to, and~~
I think I did send in a memorandum to Mr. Foster to the effect that Reichman was not the one the third man mentioned on that warrant in the United States Court.

0092

BY Mr. LOEWY.

Q Did you not send in a memorandum to the effect that he was not a member of the firm?

A I have no recollection at any time of doing that.

Q Did you not state so to General Foster and Commissioner Lyman?

A I stated that he said ^{to me that} he was not a member of the firm on the 11th day of October.

BY JUDGE RUSSELL:

Q And he swore he was, you understood him, on the 27th of October?

A On the 23rd of November.

Q We have got to get that word "understood" down to something definite, Mr. Comstock? A If you want it exact, I will bring you my stenographer's notes. I have got it just as near as I can. I understood him to say positively that he was a member of the firm.

Q Do you mean by the word "understood" that according to your hearing, that was what he said?

A I did so understand it.

BY Mr. LOEWY.

Q How long ago, is it, since you first heard of the existence of the International Banking Company?

A I heard of them first in 1878 or 1879, I don't recall now.

Q And you investigated them then, didn't you?

A Partially, yes, sir.

Q And you had everything explained to you at that time with reference to those bonds, did you not?

A No, sir, I did not.

0093

Q You are positive of that?

A I am.

Q Didn't you write them letters with reference to their business in 1879, and 1880?

A I think I wrote some letters to them in 1879 or 1880, I don't know which, I can find the letters, I have got them somewhere.

Q How many letters did you write to them in 1879 and 1880?

A I can't tell.

Q Isn't it a fact that you during the period covered by those letters, were subjecting their business and their transactions to strict scrutiny?

A It is not.

Q What was the nature of those letters then?

A I wrote a letter to investigate as to whether or no they were carrying on a fraudulent scheme through the mails and I directed my investigation to that point.

Q Was that all?

A Yes, sir.

Q You are positive of that?

A I wrote afterwards some letters to them in reference to the payment of part moneys to persons who claimed to have been swindled and defrauded.

Q Didn't you investigate them in connection with those charges?

A I did.

Q Didn't you give them a certificate that you were satisfied they were not swindling and defrauding anybody?

0094

A I did not.

Q Are you positive of that?

A I have no recollection of that, I have no recollection of ever giving anybody a certificate of their business.

Q What was the result of your examination of those charges?

A So far as my own mind was concerned, they were well sustained.

Q And you did nothing about them?

A I did.

Q What did you do about them?

A I shall decline to answer. It is utterly immaterial and has nothing to do with this case. So far as these defendants are concerned, I knew nothing of either of them at the time, had nothing whatever to do with them.

Q In 1879, and 1880, you became satisfied that they were swindling people?

A I didn't know anything about these people here, never saw them.

Q The International Banking Company was you say?

A I shall decline to answer any questions of that character. If you can't get any nearer to this case than that, I think you had better send for the court to let the court instruct you and instruct me.

WITNESS: This Exhibit B was sent to me under cover of an address I used as a post office inspector in making an investigation of an offense against the United States statutes.

Q Was sent to you under the name of L.C. Deal at Tannersville New York?

A Yes, sir.

0095

Q And you were the only person known as L. C. Deal?

A Yes, sir.

Q You had no authority of law to assume the name of L. C. Deal?

A I had sir, a perfectly legal right, the law don't prohibit it.

BY JUDGE MURRAY.

Q Where did you get that paper, Exhibit B?

A I got it from the United States Mails enclosed in this envelope which I now offer in evidence, and ask to have marked Exhibit E.

Q Then this is not the paper you compared in the office?

A It is. I received it prior to going there and took it out of the envelope and showed the envelope and the circular to Mr. Koehler and then asked to see the original and compared the original.

Q With that?

A With that.

Q And did the original and that correspond?

A They did.

Q How did you compare it?

A By Mr. Gram reading one paper and I reading the other.

WITNESS: The Search warrant and the articles seized under the , search warrant I offer in evidence. I ask to put in all papers that are duplicates of this paper Exhibit B and all papers that are duplicates of Exhibits C and D and the book upon which the certificate which is Exhibit A in this case is recorded.

0096

JUDGE MURRAY: You have no objection to the admission of these?

JUDGE RUSSELL: No objection.

Mr. COMSTOCK: That is the case for the people.

JUDGE RUSSELL: And on that case as made we make a motion to dismiss on the ground that no case is made out.

Adjourned to Friday, February 15, at 3 o'clock.
Advised to Deposition
13th day of July 1884
Am. Com. St. Co.
Anthony Comstock

0097

The People
— vs —
Arthur J. Kockler and
Ignaz Reichmann

} Brief for the
People

This is a motion made by counsel for defendants before a Committing Magistrate to dismiss proceedings.

First, Because of the insufficiency of the affidavit upon which the warrants to arrest the defendants was based.

Second, To further dismiss because of the bad faith or improper motive of the complainant in making the complaint.

Third, Also to declare null and void the search warrant, upon which, certain matters and things were seized in the possession of the defendants.

In answer to the first two objections, the crime charged is a felony.

See 325 Penal Code, Also Sections 5 and 7011 Penal Code

Where power to imprison in the State Prison is discretionary, the offense is a felony.

People vs Van Steenburgh 1 Park 39.

People vs Bergen 6 Abb R 132

0098

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The prisoners are properly before the Court.

A person guilty of a felony may be arrested by any Peace Officer with or without a warrant.

Code of Criminal Procedure Section 174.

A person guilty of a felony may be arrested by a private person, with or without a warrant.

Code of Crim. Pro. Section 183.

When a defendant is brought before a Magistrate upon arrest, either with or without a warrant, on the charge of committing a crime, the Magistrate must immediately inform him of the charge against him, and advise him of his right to the aid of counsel in every stage of the proceedings.

Section 188 Code Crim. Pro.

On appearance of counsel or waiting for a reasonable time, the examination must proceed.

Code Crim. Pro. Section 190.

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Witnesses must be examined in the presence of the defendant.
Code Crim. Pro. 195

The testimony of witnesses must be reduced to writing or an examination
Sec 204 Code Crim. Pro.

It will thus be seen that if the prisoners are brought before the Court by Citizen or Officer, the Court is bound to proceed with an examination, and take the testimony of the witnesses, and as the two defendants were arrested and are properly before the Court, the Magistrate has no authority to dismiss without fully examining the witnesses, first to ascertain if a crime has been committed and then if there be probable cause to believe the defendants guilty thereof.

The Magistrate upon the appearance of the defendants must "proceed to examine the case, unless the defendant waives examination"

Code Crim. Pro. Section 190

Upon the Examination if it appeared

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that

a crime has been committed, and there is sufficient cause to believe the defendant guilty thereof, the Magistrate must commit for trial, on the action of the Grand Jury.

Code Crim. Pro. Section 208.

In aiding and abetting a crime in whole or in part in this state a person is liable to penalties.

Penal Code Section 16, and 29

But it is charged that the complaint is made in bad faith. That the complainant used the process of the Court for an illegal or improper purpose, and that the arrest is made from improper motives.

The people are ready to prove that these charges made by counsel are absolutely false and untrue, and are ^{believed to be} falsehoods conceived in the minds of one of the counsel for defendants, and the complainant is ready to be examined and cross-examined upon the subject in the fullest manner.

It is not an uncommon thing for persons engaged in violating postal laws, and afterwards continuing to violate the state

laws after the facts are known, for the same persons to be arrested under state process.

One of these defendants is arrested and held for a crime committed in the United States Court in August, the crime consisting of depositing in the mails certain circulars and letters concerning a lottery. The circulars and letters thus deposited have nothing to do with this case; but this is an offense committed in October 1883 under Section 325 of the Penal Code. The same motives prevail in this case as in the case of the people vs Albert Meyer and Theodore Salzig recently convicted in the Special Sessions Court, after having been arrested and convicted in the United State Court for similar offenses.

The complainant instead of being actuated by improper motives, is simply discharging his duties as a Post Office Inspector, and as the Chief Special Agent of the New York Society for the Suppression of Vice.

As showing the corrupt motives of the defendants, the people call attention to the fact, that they have copied and printed in their circular advertising the lottery, the Referee's Report, which Report was

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afterwards overruled by a decision of the Supreme Court, General Term July 1880. And that, in that circular issued from 207 Broadway, to which premises the said Kachler and Reichman went about May 1st, as the evidence will show, and from which place they issued circulars bearing date of 1882, they ignore the decision of the General Term of the Supreme Court, and publish as a sort of ^{endorsement} ~~endorsement~~ of their scheme, the Referee's Report under the caption, "New York Supreme Court." Thus setting at defiance and bringing into contempt, the Supreme Court of this State, while they maintain and carry on a public nuisance after the Supreme Court has condemned it as in conflict with the laws of the State.

A lottery is a public nuisance.

Art 1. Section 10 New York Constitution
Penal Code Section 324.

Chapter 8 of the Penal Code applies to lotteries without the State, as well as within the State.

Penal Code Section 324

"Lotteries are gambling, and odious

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gambling." so says that eminent Judge
 of whom it is said, "his opinions delivered"
 "both from the United States Supreme Court"
 "and the Supreme Court of his own State,"
 "will ever be regarded as highest authority."
 Judge Catron, in State of Texas, vs Smith and
 Lavin 2 Tex Ann Reports.

This same principle is fully
 established by the United States Supreme
 Court, Chief Justice Waite writing the opinion,
 in Stone vs State of Mississippi, 11 Otto 814, 818.

The certificates, shares and interest
 in a lottery, as sold by the defendants, are
 policies or contracts to pay. These defendants
 sell these policies and record them on their
 books, the same as in other lottery policy,
 by putting the numbers on a book or
 paper kept for that purpose, and all
 books, or papers, whereon are recorded
 lottery policies, may be seized.
 Section 344 Penal Code.

It is the duty of all officers authorized
 to arrest for any violation of Chapter 9
 of the Penal Code, to seize all articles used
 in violation of that Chapter.
 Penal Code Section 34.5.

The evidence will show positively, that on selling a share, ticket, interest, or policy in a lottery to the complainant, the defendants recorded the same upon the book in question, the entry being made in the presence of the complainant on the 10th of October 1883.

But, above all, the defendants are charged with a felony, and the evidence will show, that in the aiding, abetting and committing of a felony, ~~should~~ they issued circulars advertising a lottery, sold shares, interests, or policies in said lottery and recorded the same on a book kept for that purpose, and used by the defendants in the act of committing the felony.

But it is charged, that the complaint was made in bad faith, and that the complainant has done wrong in arresting the defendants after one of them had been arrested and held for the action of the Grand Jury for another offence in the United States Court. This is emphatically denied, and the people are ready to prove emphatically and positively to the contrary. This claim made by

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defendants counsel is ~~frivolous~~^{frivolous} and groundless.

The motive of the complainant is immaterial, if the defendants are properly accused under the law.

In the case of the United States vs D. M. Bennett, reported in Blatchfords Reports, it was objected by counsel for the defendant that the complainant was hostile and actuated by motives of revenge. But, says the learned Judge in charging the jury; "who made the complaint which caused this prosecution to be instituted is a matter of no consequence to your honor; the motives of the person who made the complaint are not material here. Most infractions of law are discovered and punished by reason of hostility or enmity on the part of some person in the community against some other person. But that does not effect the question of the guilt or innocence of the party accused, when he is properly accused under the law."

This ruling was approved by the U. S. Circuit Court, Judge Blatchford now of the U. S. Supreme Court presiding and writing the opinion.

United States vs D. M. Bennett 16 Vol
Blatchfords Reports page

But the complaint is good, if the Magistrate be satisfied therefrom, that the crime complained of had been committed and that there was reasonable ground to believe that the defendant has committed it. Code of Crime, Pro. Section 150.

The Court before issuing the warrant, did examine the complainant, and did take his deposition in writing, which deposition was subscribed to by the complainant himself and sworn to before either a warrant or search warrant was issued; that being the fact, the warrant is proper.

Code Criminal Procedure Section 148.

But the complaint commences and charges, that the complainant has just cause to "believe and verily does believe, that Arthur" "J. Kochler and Ignaz Reichmann of 207" "Broadway New York City, otherwise known" "as the International Banking Company" "did on or about the 11th day of October 1883" "and between that date and the 24th day" "of August 1883, unlawfully contrive" "and propose a lottery and assist in" "contriving and proposing a lottery set on" "foot for the purpose of disposing of"

11.

"property by lot or chance, and in aiding"
 "and assisting in the contriving and proposing"
 "of said lottery and game of chance, did"
 "sell and furnish and transfer to another"
 "a certain share, share, interest, paper &c"

The next paragraph in the said
 complaint, then charges specifically, that
 "the said Kachler did on the 10th day of"
 "October 1883 assist in contriving and pro-"
 "posing by advertising a lottery."

The same form is further followed
 against the said Reichmann charging,
 "that he did further on the 11th day of"
 "October ~~1883~~ further assist in contriving and"
 "proposing."

It will be seen from the above
 quotations, that a specific ^{of a crime committed} charge, on a
 specified time and place, was committed
 by the defendants, and within the jurisdiction of the
 Court.

This form of complaint is good, to wit,
 "That he has just cause to believe and does believe,"
 "Campbell vs E. Walt and McKay" 7 Howards
 Practice Reports page 399

But, it is claimed further, that
 the search warrant is null and void
 because the complaint is improperly made.

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The complaint is good, if they "tend to establish the grounds of the application or probable cause for believing that they exist," and if the Magistrate was "satisfied of the existence of these grounds of the application," and "that there was probable cause to believe them true," the warrant is properly issued.

Code Crim Pro Sections 795 and 796

It is not required that the deposition of a witness should contain the question and answer of the Magistrate, but that it must state the facts. But this complaint states from personal observation of the complainant examining the place the time and the kind of matter to be seized, fully complying with the provisions of the Code of Criminal Procedure Sections 792, 793, 794, 795 and 796.

In reference to the book, the complaint says: "certain books for registering the numbers of tickets, or interest, or share in" "said lottery." And the testimony will show, that the entries in this book were made in the presence of the Complainant.

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after the defendants had sold a share, interest or ticket in said lottery to him on the 10th day of October 1883.

But, if there be any controversy upon the matter, it is the duty of the Magistrate upon the return of the warrant to him, not to dismiss the proceedings, but to take testimony upon the point controverted.

Section 807 Code Crim. Pro.

"But the property taken having been only such as was described in the warrant and in the complaint, the Magistrate has no authority to return the same; but must send the same to the next Court of Sessions &c."

Code Crim. Pro. Section 810

It will thus be seen, that the proceedings were regular in every respect, and if the Magistrate will examine the witnesses, he will find that the statements about "malice", or "improper motive", are entirely unfounded. And the witnesses demand to be examined on behalf of the People, and are ready to accord the defense the broadest

0110

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grounded for examination upon this subject.

This identical scheme has been
declared a lottery by the Supreme
Court of this State

Kohn vs. Kochler

26 Hun

The People

vs.
Arthur J. Kochler
Agent of Defendants

Direct
for the People

01111

City and County of New York, ss:

In the name of the People of the State of New York:

To any Peace Officer in the City and County of New York:

Proof by affidavit having been this day made before me, by Anthony Leunstoet of 150 Nassau Street, New York City, that there is probable cause for believing that Arthur J. Kohler and Ignaz Reichman,

has in their possession, at, in and upon certain premises occupied by them and situated and known number 207 Broadway and 160 Fulton street in said City of New York certain and divers device, establishment, apparatus and articles suitable for gambling purposes, lottery policies, lottery tickets, circulars, writings, purporting to be shares, interests, and certificates in or dependent upon the event of a lottery papers and documents in the nature of a bet, wager or insurance upon the drawing or drawn numbers of a lottery, books and other documents for the purpose of enabling others to sell lottery policies and other writings, papers and documents, black-boards and gaming tables, with intent to use the same as a means to commit a public offense.

YOU ARE THEREFORE COMMANDED, at any time of the day time to make immediate search on the person of the said Arthur J. Kohler and Ignaz Reichman and in the building situate and known as numbers 207 Broadway and 160 Fulton street aforesaid, for the following property, to wit: Faro layouts, Roulette Wheels and layouts, Rouge et Noir, or Red and Black layouts, gaming tables, chips, packs of cards, dice, deal boxes, 2000 lottery policies, 5000 lottery tickets, 10000 circulars, 5000 writings, 10000 papers, 10000 tickets, shares, interests and certificates in or dependent upon the event of a lottery documents in the nature of bets and wagers, or insurance upon the drawing, or drawn numbers of a lottery, 50 books and documents for the purpose of enabling others to gamble or sell lottery policies, 2 black-boards 5000 slips drawn numbers of a lottery, money to gamble with, and all device, establishment, apparatus and articles suitable for gambling purposes.

And if you find the same, or any part thereof, to bring it forthwith before me at the First District Police Court at the Courts in the City of New York.

Dated at the City of New York, the 6th day of December 1883.

Wm. J. Morris
POLICE JUSTICE. SEAL.

0112

Inventory of property taken by

John Sinclair of 1st Const Squad

the Peace Officer by whom this warrant was executed:

~~Paro layouts,~~ ~~Roulette Wheels,~~ ~~Roulette layouts,~~ ~~Rouge et Noir lay-~~
~~outs,~~ ~~gaming tables,~~ ~~chips,~~ ~~packs of cards,~~ ~~dice,~~ ~~deal-~~
~~boxes,~~ ~~deal trays for holding chips,~~ ~~cue boxes,~~ ~~markers, or tally cards,~~
~~ivory balls,~~ ~~lottery policies,~~ ~~lottery tickets,~~ *two Pals circulars, one Prunings*
of a lottery. 12/3 Prunels Circulars advertising lottery
~~papers,~~ ~~black boards,~~ ~~slips, or drawn numbers in policy,~~ ~~money,~~
~~manifold books,~~ ~~slates,~~ *one acct. Book for recording shares and*
interests in a lottery,

City of *New York* and County of *New York* ss:

I. *John Sinclair*

the Officer by whom this warrant was executed,

do swear that the above Inventory contains a true and detailed account of all the property taken by me in this warrant.

Sworn to before me, this *7th*
 day of *December* 188*8*

John Sinclair

John M. Murray

Police Justice.

Police Court---First District.

THE PEOPLE, &c.,
 ON THE COMPLAINT OF

Arthur J. Kohler

Ignaz Reichmann

Arthur J. Kohler

Dated

188

Justice.

Officer.

Sinclair

Search Warrant.

City, County & State of New York

The People

— vs —

Arthur J. Koehler
decd

Ignaz Reckmann

Affidavit of
Anthony Conestock

Witness
Anthony Conestock
George E. Grains
X books & papers seized -

0113

0114

City, County and State of New York ss.

The People
vs
Arthur J. Koehler &
Ignaz Reichmann

City, County and State of New York ss.

Anthony Cornstock of 138 Nassau Street, New York City being duly sworn deposes and says, that on the 18th day of March 1884, he was called as a witness before the Grand Jury in the above entitled case. That the Foreman of the Grand Jury requested deponent as a witness to be brief as their time was precious, and deponent in compliance with said instructions or request of the Foreman, did in a brief manner give the principal facts, not going into detail of evidence against the above defendants, deponent feeling sure that the facts so disclosed would be sufficient to warrant the Grand Jury in finding an indictment.

Deponent is informed and verily believes, that in the above entitled case, a bill was dismissed by the Grand Jury, because of outside and undue influence and deponent especially calls attention to

the fact, that he is informed and verily believes, that an Uncle and Bondsman of the said Koekler, and a gentleman who during the pendency of the proceedings in the state and United States Courts in this City before the Committing Magistrate, was present aiding and assisting the defendants, was also a member of the Grand Jury, and as such use his influence and power to prevent the finding of a bill of indictment against the said defendants.

Depovent further says, that at the time of giving his testimony as a witness before the Grand Jury, he did not go into the details of the case, nor did he know that there was any friends of the said defendants upon the said Grand Jury.

Depovent further says, that the Supreme Court of this State in the case of Joseph Kohn vs Joseph Koekler 21 Hen have declared the scheme upon which the said defendants were arrested, to be a palpable violation of the provisions of the Constitution of this State against lotteries. That in the case of the People vs Koelke, the General Term of the Supreme Court in the matter of an appeal in the Koelke case, cited the case of Kohn vs Koekler, affirming the principals

laid down in said case, and the said decision of the Supreme Court was afterwards affirmed by the Court of Appeals in the said case of Naeltke in a recent decision.

Deponent further says, that there was other witnesses for the people who were not examined, that there was other and material evidence to be produced before the Grand Jury to sustain the charges in the complaint which was not produced, and which, if produced under the decision of the above cited, conclusively prove the guilt of the above defendants.

Deponent further calls attention to the fact, that in the circular advertisement used by the above defendants, in advertising the said lottery, that they have under the caption of the Supreme Court of the State of New York, printed a Referee's Report which declares the lottery scheme, not a lottery, but which said Referee's Report was overruled in the most positive and emphatic manner by the general Term of the Supreme Court, and the said defendants are guilty of a fraud upon the public in attempting to advertise this scheme ^{as lawful} under the caption of the "Supreme Court" of this State, while at the same time they ignore the decision of the higher Court to wit, the General Term of the Supreme Court

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of the State which overruled the Referees Report

Deponent further says, that there were papers and documents which deponent was not permitted to produce before the Grand Jury and was not produced by the Grand Jury by any of the witnesses for the people.

Deponent further says, that he is informed that one reason that the Grand Jury did not find a bill was, that they understood that the scheme was not a lottery within the meaning of the Statutes ^{with a foreign enterprise} because connected,

Therefore, deponent prays, that the Court will further charge the Grand Jury as to the questions of law governing lotteries without the State, and especially as to the law concerning a lottery continued and drawn without the State being illegal if conducted within the State of New York, or if tickets, shares or interest are sold in the property thus offered for distribution by chance in a lottery.

Deponent further prays, that the Court will direct the present Grand Jury to inquire into the evidence in this case, and if they find the charges in the complaint proven, they be directed to find a Bill according to the law and evidence, and not according to favor or prejudice.

Subscribed and sworn to before me
this 10th day of April 1884

Anthony Comstock

John M. O'Rourke
Notary Public 27th City, County, New York

0118

N. Y. General Sessions of the Peace

THE PEOPLE
OF THE STATE OF NEW YORK,

against

Ignatz Reichman

Residence 207 Broadway
International Banking Co

Bench Warrant for Misdemeanor.

Issued

May 2nd 1884

☒ The defendant is to be admitted to be bail
in the sum of dollars.

May 5th 1884

*The within named
defendant was ar-
rested this day &
brought in Court
of General Sessions
by Det. Van G. & Reilly*

0119

COUNTY OF NEW YORK, ss.

In the Name of the People of the State of New York, To any Sheriff, Constable,
Marshal or Policeman in this State, GREETING :

An indictment having been found on the 30th day of May April
1884 in the Court of General Sessions of the Peace, of the County of
New York, charging Ignatz Reichman
with the crime of Advertising a Lottery

You are therefore Commanded forthwith to arrest the above named _____

Ignatz Reichman and _____ bring him before that Court to answer the indictment; or
if the Court have adjourned for the term, that you deliver him into the custody of the Keeper of the
City Prison of the City of New York, or if he require it, that you take him before any Magistrate
in that County, or in the County in which you arrest him, that he may give bail to answer the
indictment.

City of New York, the 2 day of May 1884
By order of the Court,

[Signature] Clerk.

BENNO LOEWY,
COUNSELOR AT LAW,
206 & 208 BROADWAY,
Evening Post Building.

New York, Dec. 17 1883 ²

~~Look and~~ have the papers before
Commissioner Lyman at the hearing of the
case pending before him.

Such double dealing and bad faith, it
seems to me cannot be tolerated by courts of
justice and I respectfully submit that
Mr. Gustock should be called to account
for it and the present proceedings quashed.
Very respectfully,


of counsel for defendants

BENNO LOEWY,
COUNSELOR AT LAW.
206 & 208 BROADWAY,
Evening Post Building.

New York, Dec. 17 1883

La. Henry Murray.
Police Justice in
My dear Judge!

Owing to indisposition
on the part of Judge Russell the
forwarding of the notes of the stenographer
and our brief has been delayed.

Will you kindly advise us of
your decision - it is of great importance
to my clients to get back the book
which Laurock wrongfully took from the
premises. I desire also to call your
attention to the fact that in spite of all
his protestations to the contrary, this
proceeding was set on foot to manufacture
evidence for use in the federal courts
which is now clearly shown by the fact
that Officer Sinclair produced this

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*People vs Kohler 1/6 1/6
S. D.*

PROSPECTUS
OF THE
INTERNATIONAL BANKING CO.,
NEW YORK CITY.

European Government Premium Bonds
SOLD ON MONTHLY INSTALMENTS.

OFFICE:
207 Broadway, Cor. Fulton St.,
NEW YORK CITY.

→ 1882. ←
(ESTABLISHED IN 1874.)

0123

NOTICE.

It is to be presumed, that a great majority of the American public is not sufficiently acquainted with the system of the European Government Premium Bonds herein mentioned, and we therefore call the Special attention of the reader to the following explanations:

These bonds are issued in amounts of 20, 50, 100, 250, 400, 500, in the denominations of their respective countries, representing their face value. The Government, in accordance with a determinate plan, redeems, in drawing by lots, a number of such bonds at stated periods.

Every drawn bond which does not receive a capital prize must be redeemed with a premium above its face value this "smallest" premiums may be considered in lieu of interest on those bonds which do not directly pay it in the shape of coupons. The so-called "smallest" premiums necessarily increase periodically, in consequence of which, evidently, the later a bond is drawn, the greater will be the value of the "smallest premium" (equivalent of interest.)

Such drawn bonds are not only redeemed with their nominal or face value, but are also attended with or accompanied by a premium ranging from \$10 to \$150,000.

Interest coupons are attached to most of the European Government Bonds, paying interest semi-annually in the usual way, although these bonds are likewise redeemed with premiums ranging from \$10 to \$150,000. (Prospectus, page 8.)

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This triple benefit, viz.: the value of such a bond when drawn, must, under all circumstances, be redeemed with a premium 100% over its face value; that the bond, though not yet drawn, regularly pays its guaranteed interest, and finally, that such a bond participates from two to four times annually until drawn or redeemed with a premium, small or large, as the case may be (capital prize \$150,000). All these many advantages are sufficient to explain the otherwise strange fact, that the daily quotation of such a bond may sometimes be found from 100 to 200% above its face value.

The daily quotations are governed by the prevailing value of the smallest premium; by the number of bonds previously drawn, and above all, by the length of time unexpired before the final redemption of the bonds.

The 1839 "Rothschild Bonds," for instance, whose face value is 250, cannot at present be bought for 800, because those bonds must be redeemed in this year with 100% over their face value, and as the small number of bonds taking part in this drawing offers a great and valuable chance to win.

We take the liberty to call the special attention of our patrons to this fact, because it enables them to better understand the prices set down in our prospectus. Our rates are guided by the *daily exchange quotations* and not by the *nominal value*, and they indicate, like the quotation, all the benefits which attach to the bond at the present moment, foremost of which is the cash amount of the smallest premium of a drawn bond over its face value.

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Motto: "ECONOMY IS THE ROAD TO WEALTH."

To a large part of our population the task of furnishing, through a life of toil, sufficient for the immediate wants of themselves and theirs—at the same time of providing for old age, and possible days of want—constitutes a problem, the only solution of which is to be found in our motto: ECONOMY LEADS TO PROSPERITY.

Although this is an undisputed and universally acknowledged truth, the methods and ways offered to the public, of applying and investing the results of economy, are so numerous, and of such different degrees of merit, that the choice of the proper one becomes a matter of as much difficulty and importance as the practice of economy itself.

He who, standing without the pale of speculative undertakings, is dependent solely upon the fruit of his industry, aided perhaps by a small income derived from already accumulated capital, would ever be ready to embrace any opportunity securing to him LARGER RETURNS, if he were but satisfied that the method is *safe and convenient*.

Opportunities of this kind have long been open to the citizens of France, and the well known prosperity of the laboring classes there is, in no small measure, due to the everywhere existing arrangement, by which certain financial institutions enable every one to purchase interest bearing Government Bonds, by the *monthly payment* of a few francs. As the purchaser, immediately upon the first payment, becomes the owner of the bond, and is entitled to the interest and any eventual rise in value, a chance is offered to even the poorest, to gradually secure for himself an interest-

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bearing fund, and to lay the foundation of his prosperity with his most insignificant savings.

In this connection, Francis Bowen, in his *American Political Economy*, says: "One of the great improvements of modern civilization consists in the means afforded, the machinery contrived, for collecting these dribblets of wealth and bringing them into large reservoirs, whence they issue in abundant streams, giving efficiency and fertility to labor throughout the land. The water which falls in drops upon the desert sinks through the sand, and leaves the ground arid and barren as before; but when collected in great tanks and cisterns, it turns some portion of that desert into a garden. A century or two ago, if the laboring part of the population made any savings, they were in the form of little hoards of gold or silver, hid in an old stocking or buried in the garden. But because the money thus stored was unproductive, and yielded no interest, and because it was always at hand when the owner was for a moment tempted to some indulgence and consequent expense, the number and amount of such hoards were always small. Now, through the multiplication of the branches of retail trade and the lesser mechanic arts, and through joint stock corporations and savings institutions, the first half eagle (*five dollar gold coin*), which the laboring man or woman saves from the month's wages, is profitably invested, and, by the end of the year, is increased by the twentieth part of itself. The result is, that he who began life as a common laborer often drives about in his own carriage before its close."

There can be no doubt, that an arrangement which yields the economically disposed such advantageous assistance, stimulates his disposition to save, and is attended by such beneficial results, would speedily spread, and find ready acceptance in other lands. And so it was. The economical and thrifty German was not slow in recognizing its important advantages, and was among the very first to avail

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himself thereof. And he could combine with this another feature, which immediately gave his plan preference over the French. For the "*Premium Government Bonds*", so deservedly popular in Germany, besides bearing perpetual interest, hold out a not-unimportant chance of gain; since these GOVERNMENT BONDS are redeemable by the Government not only at their face value, but frequently with *very considerable premiums*.

This double benefit which is offered to such bonds may be explained by the fact that, by the most of them only a certain part of the stipulated yearly interest is paid in the form of coupons, whereas the remainder of the interest is distributed in premiums of \$10,000, \$20,000, \$50,000, \$100,000 etc., to the bonds whose numbers were drawn in one of the regular periodical drawings.

These considerations have rendered the purchase of such bonds, by the payment of *monthly instalments*, so popular, and have so extended its adoption in a few years, that there can scarcely be found a single family of the middle classes, in Germany, which does not possess at least one such Instalment Certificate, by means of which, *quite unexpectedly the prosperity of whole households has frequently been founded*.

The INTERNATIONAL BANKING COMPANY OF N. Y., which, through its intimate connections with all foreign financial markets, possesses special facilities, having devoted special attention during their eight years existence to the negotiation of foreign securities, has connected with it a special *Department of Instalments* for both American and foreign government bonds; and thus opens to the American public also, the advantage of acquiring various bonds in an easy manner possible to every one, by the MONTHLY PAYMENT OF SMALL SUMS, as may suit the convenience of the purchaser.

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We append herewith a list of such PREMIUM BONDS, which from their intrinsic worth, as interest bearing investments of capital, and also through their NUMEROUS AND LARGE PREMIUMS, are equally popular in all the countries of Europe, sought after by the Capitalists as well as by the MERCHANT and MECHANIC.

Before detailing the advantages they offer, we must call especial attention to the fact, that they are ENTIRELY DIFFERENT and DISTINCT from all lottery enterprises, such as the Havana, Missouri, Louisiana, Kentucky, etc., tickets of which are valid for but one "drawing", after which they are utterly worthless.

The above mentioned European Premium Government Bonds provided in our Department of Instalments are openly bought and sold upon every prominent exchange in Europe; are recognized in every business city in the world, and negotiated by every considerable banking house. The holder of such Bonds can, therefore, sell them anywhere, and at any time at the official prevailing quotation, no matter how many drawings have already occurred.

Furthermore, the original price of these bonds, that is, the amount which each bond represents on its face, will always, under all circumstances, be paid in full, by the respective governments. The owner of these bonds can thus never suffer a loss on this capital. Moreover, besides the absolute safety of such an investment, it is attended by the following special advantages.

1. The government issuing the bonds guarantees to the possessor the punctual payment of the interest, the regular payment of premiums, and finally, the complete redemption of each single bond to the entire amount of its face value, in conjunction with a smaller or larger premium.
2. The smallest premium in most cases increases periodically in such a manner that, at the end of the period for which the bond was issued, after having

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taken part in all the drawings held up to that time, each single bond will be redeemed with at least 100 per cent. above its face value.

3. These bonds offer, during the entire period for which they were issued (30—40 years) an exceedingly valuable chance of large gains, since four to six drawings take place annually, at which premiums of 300,000 200,000 150,000 100,000 florins and 80,000, 40,000, 20,000 silver thalers must be distributed. These drawings occur openly and under the control of the Respective State Governments.
4. THESE GOVERNMENT BONDS are accepted at their full value at the treasuries of their respective governments by all the government officers, and in all courts of law.

The International Banking Co. is always ready to purchase the Bonds at market rates.

The Bonds, of which we subjoin a schedule, can always be obtained at our office, and, of course, are sold for cash at the lowest price. But in order to throw open to all classes of the community the opportunity for the acquisition of such Premium Bonds, we have made arrangements, as before mentioned, to sell these bonds on MONTHLY INSTALLMENTS, RANGING FROM \$5 TO \$25, to meet the wish or convenience of the purchaser.

The great benefits which we, by this arrangement, offer to the American public are, as already explained, so clear that it would be useless for us to repeat them. Every far-sighted one will appreciate at what great sacrifice we imported this long treasured institution into the United States, upon as sound a basis as in the grandest style.

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In a land where it is the custom to designate every *new undertaking a humbug*, where distrust takes the place of necessary precaution, in such a land it is doubly wise for all intelligent people whose number, we are glad to say, is yet large to uphold every *really sound undertaking*. We therefore refer to a well known German proverb, which, translated into English, means "Prove before ye judge."

STATEMENT.

The hereinafter specified "Premiums Bonds" are sold on instalment payments under the following conditions:

No. 1.

Imp. Austrian 500 Florins Government Bond of 1860.

Bearing 5% Interest,

Sold for

20 Monthly Instalments of \$25 each=\$500.

10% Less for Cash=450.

Each bond bears 25 FLORINS annual interest, until its redemption. The smallest premium with which any bond is redeemed is 600 FLORINS. Each bond is represented in every drawing until 1917 (when the last drawing takes place), or until it may draw a premium in one of the previous drawings. Every bond is provided with semi-annual INTEREST COUPONS extending to 1917. These bonds are subject to two annual drawings, February 1 and August 1.

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At these half yearly drawings, the following larger premiums are drawn;

1	Premium of	300,000 Florins
1	"	50,000 "
1	"	25,000 "
2	Premiums of 10,000	20,000 "
15	" 5,000	75,000 "
20	" 1,000	30,000 "

Together, 50 Premiums. 500,000 Florins.

Every bond upon which the above named larger premiums did not fall will be redeemed with 600 florins. An Austrian florin is worth about 45 cents gold.

If a bond sold on instalments should be redeemed during the payments, we pay out the premium on demand, whereby the bond appears redeemed, as we must send it in such a case to Europe for collection and deliver it to the government.

If, however, upon the receipt of the last instalment the bond should not be drawn, we deliver upon the return of the certificate the original bond, and every further payment thereon stops. The owner then takes part in all drawings without further payment, until the bond is drawn with a premium. This is the case with all the following bonds.

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No. 2.

One Austrian 100 Florins 5% Government Bond,
ISSUE OF 1860,

Sold for

20 Monthly Instalments of \$5 each=\$100.

10% less for Cash=\$90.

After the payment of the last (20th) instalment, we deliver, upon the return of the Certificate, the Original Bond. The owner receives yearly 5% interest, viz.: 2½ florins half yearly. The drawings take place, as before described, on February 1st and August 1st of every year. Last drawing in the year 1917. (One florin is worth about 45 cts. gold.)

No. 3.

One Imp. Austrian 100 Florins Government Bond of 1864,

Sold for

22 Monthly Instalments of \$5 each=\$110,

10% less for Cash=\$99.

The above named bonds were issued by the Austrian Government, in the year 1864. Every bond must be redeemed in the year 1918 with at least 200 florins, if it has not heretofore been drawn in any of the quarterly drawings with a larger premium.

Every such bond takes part yearly, until its redemption, in all drawings (now four times). These drawings take place March 1, June 1, September 1 and December 1, of every year.

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In these drawings the following larger premiums are drawn:

1	Premium of	200,000	Florins.
1	"	20,000	"
1	"	15,000	"
2	Premiums of 5,000	10,000	"
3	"	2,000	"
6	"	1,000	"
15	"	500	"
20	"	400	"
		8,000	"

Total, 50 Premium, amounting to 282,500 Florins.

Every other drawn bond, upon which the above larger premiums dit not fall, must be redeemed with at least 200 Florins.

Already, after the payment of the first instalment, the purchaser is entitled to every premium, even though the bond may have been bought on the day of drawing. In such a case, viz.: if the bond is drawn the buyer may either pay the amount of instalments yet due at once, receive the Original Bond, and collect the premium himself, or we pay the premium. When, for instance, only the first instalment of \$5.00 has been paid on the cost price of \$110, we would only deduct the remainder, \$105, from the whole premium; if the bond, however, should not be drawn during the instalment payments, we will, upon the receipt of the last instalment and return of the Certificate, deliver the original bond. The owner is then furthermore entitled to all drawings until the bond is drawn, with a larger or smaller premium.

As said before, the smallest premium that every bond must draw is 200 florins. (One florin is worth about 45c. gold.)

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No. 4.

One Imp. Austrian Vienna City 100 Florins Government Bonds,

Sold for

20 Monthly Instalments of \$5 each=\$100.

10% Less for Cash=\$90.

These bonds were issued in the year 1874 by the City of Vienna, and are guaranteed by its property, capital and income. Every bond must, if it has not before been drawn with one of the larger premiums, be redeemed by the year 1924 with at least 200 florins.

Every bond takes part in all drawings until its redemption. These drawings take place now four times annually, viz.: January 2, April 1, July 1 and October 1. The following larger premiums are drawn at these drawings:

1	Premium	...	@	...	200,000	Florins.
1	"	...	"	...	50,000	"
1	"	...	"	...	30,000	"
1	"	...	"	...	20,000	"
5	"	...	"	1,000	5,000	"
12	"	...	"	400	4,800	"

Total, 21 Premiums.

309,800

Through a payment of \$5, the purchaser is entitled to every premium, and can, when the bond is drawn, either get the Original Bond through the payment of the remaining instalments at once, or cash the premium through us, in which case we would only deduct from the premium the instalments due.

Upon the return of the Certificate and the payment of the last instalment, the owner gets the *Original Bond*, and has nothing further to pay to us.

The owner of such an Original Bond is entitled to all drawings without any further payment. (One florin is worth 45c. gold.)

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No. 5.

One Ducal Brunswick 20 Thalers Government Bonds.

ISSUE OF 1869.

Sold for

10 Monthly Instalments @ \$5=\$50.

10% less for Cash=\$45.

The Ducal Brunswick (German) Government issued these bonds in the year 1869, and every bond must be redeemed by the year 1924 with at least 120 reichsmark, if it has not before been drawn with one of the larger premiums. (See Notice on page 1.)

This bond takes part in all the drawings, now three times annually until it is redeemed. The drawings take place March 1, July and 1 November 1.

The following larger premiums are drawn at these drawings:

1	Premium	...	@	150,000	Reichsmark.
1	"	...	"	90,000	"
1	"	...	"	60,000	"
1	"	...	"	12,000	"
1	"	...	"	0,000	"
1	"	...	"	9,000	"
1	"	...	"	7,500	"
2	"	...	"	6,000	"
etc., etc.					

The purchaser is already, after the payment of the first instalment, entitled to every premium. Upon the return of the certificate, and the payment of the last instalment, the owner gets the *Original Bond* and is entitled to all drawings (without having anything further to pay to us) until the bond is redeemed with a premium. (One Reichsmark is worth about 23c. gold.)

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No. 6.

One Hungarian 100 Florins Premium Government Bond,

Sold for

20 Monthly Instalments @ \$5 each=\$100.

10% less for Cash=\$90.

These bonds were issued in the year 1870 by the Hungarian Government, and are guaranteed through the state railroads. Every bond must be redeemed in 1920, at the latest, with at least 200 florins, if it has not before been drawn with a larger premium.

Every bond takes part in all drawings, now three times annually, until drawn viz.: April 15, August 15 and Dec. 15.

The following premiums are drawn at these drawings:

1	Premium	. . . @ . . .	150,000	Florins.
1	"	. . . " . . .	120,000	"
1	"	. . . " . . .	100,000	"
1	"	. . . " . . .	20,000	"
1	"	. . . " . . .	15,000	"
1	"	. . . " . . .	10,000	"
3	Premiums	. . . " 5,000 .	15,000	"
12	"	. . . " 1,000 .	12,000	"
54	"	. . . " 500 .	27,000	"

Total, 75 Premiums

469,000 Florins.

The delivery of the *Original Bond* follows the return of the Certificate and the payment of the last instalment, and the right to all premiums is the same with these bonds as to the before mentioned ones. (One florin is worth about 45c. gold.)

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No. 7.

One Austrian 100 Florins Credit Premium Bonds,

Sold for

12 Monthly Instalments of \$10 each=\$120.

10% less for Cash=\$108.

These bonds were issued in 1858 by the "Austrian Institution of Credit for the Trade and Profession", and every bond must be redeemed by the year 1920 with at least 200 florins, if it has not before been drawn with one of the larger premiums.

The drawings take place now three times annually, viz.: January 2, May 1 and September 1.

The following larger premiums are drawn:

1	Premium	. . . @ . . .	150,000	Florins.
1	"	. . . " . . .	30,000	"
1	"	. . . " . . .	15,000	"
1	"	. . . " . . .	10,000	"
2	"	. . . " 5,000 .	10,000	"
1	"	. . . " . . .	3,000	"
1	"	. . . " . . .	2,500	"
			etc., etc.	

From the payment of the first to the last installment, the purchaser is entitled to every premium that might be drawn on his bond during that time, and after the payment of the last instalment he gets the *Original Bond*, and is entitled to all drawings until the bond is redeemed, without having anything further to pay. (One florin is worth about 45c. gold.)

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No. 8.

One Imperial Austrian 4% Gov. Bond, Issue of 1854,

Sold for.

20 Monthly Instalments of \$10 each=\$200.

10% less for Cash=\$180.

Issued in the year 1854. Every bond must be redeemed by 1904 with 300 florins, if it has not before been drawn with a larger premium.

Every bond draws interest at the rate of 10 florins annually, until it is redeemed.

The drawings take place twice annually, viz.: *January 2 and July 1, in which premiums of 115,000, 25,000 florins etc., are drawn.* (One florin is worth about 45c. gold.)

All the before mentioned bonds we sell not only singly, but in "Groups" of two or more bonds, according to the choice and wish of the purchaser. This besides being a good investment, enables the purchaser to have a better chance of drawing a premium.

No. 9.

United States Government Bonds

Sold on

Monthly Instalments of \$10.—each.

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GROUP A.

One Austrian 1864 Bond	(No. 3),	Price \$110
One Austrian Vienna City Bond	(No. 4),	" 100
One Ducal Brunswick Bond	(No. 5),	" 50

\$260

Sold at

25 Monthly Instalments @ \$10=\$250.

10% less for Cash=\$225.

The above named three bonds, on which, if bought singly, would have to be paid \$15 monthly, can if bought in a group, be paid for in monthly instalments of \$10 each. Two of these bonds have four and one has three drawings annually; consequently, the buyer takes part in eleven drawings every year, making a drawing for almost every month. The buyer saves \$10. this way, as the three bonds, if bought *singly* would cost \$260, whereas in a group they cost \$250 on instalments. (You will find bond 3 on page 10, bond 4 on page 12, and bond 5 on page 13 of this catalogue.)

GROUP B.

One Hungarian 100 Florins Bond	(No. 6),	Price \$100
One Ducal Brunswick Gov. Bond	(No. 5),	" 50

\$150

Sold for

14 Monthly Instalments @ \$10=\$140.

10% less for Cash=\$126.

The two bonds mentioned above would, if bought singly, cost \$150, whereas they cost but \$140 in a group. These bonds take part in six drawings annually.

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GROUP C.

One 5% Austrian 100 Fl. Bond issue of 1860 (No. 2),	Price \$100
One Hungarian 100 Fl. Bond . . . (No. 6), "	100
One Ducal Brunswick Government Bond (No. 5),	50
	<hr/> \$250

Sold for

28 Monthly Instalments @ \$10=\$240.

10% less for Cash=\$216.

These three bonds, if bought singly, would cost \$250; in a group the buyer saves \$10. He draws already during the instalment payments 5% interest from the Austrian Bond, issue of 1860, and takes part every year in eight drawings, to which he is, of course, entitled from the first instalment paid by him.

When the purchaser buys one of the heretofore mentioned *bonds or groups*, he receives, after the payment of the first instalment, a properly drawn up *document* (certificate), in which the *series* and *number* of the *Original Bond* he bought is correctly given. From this moment, and during the punctual payment of the instalments, he is entitled to all the *premiums* that may be drawn on the bond, as well as the *interest* it may bear.

The *INSTALMENT CERTIFICATES* issued by the company are provided with interest coupons, which represent the interest which the original Government Bond bears during the whole period for the payment of instalments. These interest coupons will be paid in full, when, at maturity, they are presented at our office, or they will be accepted as payment of instalments.

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By country orders it is sufficient to send the money, with the order for the bond desired. As soon as such a payment is received, we will send the certificate in question to the address of the buyer.

If the owner of one of our certificates, after having paid several instalments, should become unable to continue said instalment payments, and thus not meet his required obligations, from whatever cause, his claim upon any premiums, which may be drawn by the respective Original Bond, shall cease from the day he stopped payment of the expired instalments; BUT THE PREVIOUS PAYMENTS are not under all circumstances TO BE CONSIDERED EXPIRED OR LOST. In such a case, we will sell the Original Bond described in the certificate at the highest prevailing quotation, and cover with the proceeds the remaining unpaid instalments; and any surplus which, in consequence of such sale, may be realized in favor of the owner, in consequence of such sale, may be realized in favor of the owner of the certificate shall be repaid to such party, without any deduction whatever.

It is optional with the purchaser, at any time before the expiration of the stipulated instalment terms, to pay at once the whole amount of the instalments, still unpaid, whereupon HE IMMEDIATELY RECEIVES THE ORIGINAL BONDS. This we are willing to do at any time, and we will allow a discount of 7% per annum upon balance of instalments paid before maturity. Beside those mentioned in the schedule, we will negotiate any other existing European bond.

Each holder of such instalment certificate will regularly receive all the official lists of drawing free of charge, showing the numbers and premiums drawn for three years.

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All premiums acquired by the before mentioned premium Government Bonds will be paid by the respective governments, either in gold or silver, which if desired, will be converted at our office into the U. S. currency or gold.

NEW YORK, October, 1882.

EUROPEAN STATE AND CITY GOVERNMENT PREMIUM BONDS.

We have already explained in our prospectus the character of the European Government Premium Bonds introduced by us in the American market.

Heretofore it was only the Capitalist who could buy and hold such bonds, but now by our system of monthly instalments which we introduced here some eight years ago, every one and especially the laboring classes, can acquire these bonds and thus reap the advantages which this investment offers.

Even the quick and large results which have been attained by our system of selling these Premium Bonds has not seemed to satisfy a certain portion of the public, who, by a superficial judgment of these bonds whose interest is paid out in premiums, are scared into the belief that they are "Lottery Tickets," and as such, are prejudiced against them.

To relieve them of all such ideas, we call their attention to the following two decisions of the New York Courts, which will, no doubt, banish from the minds of all unprejudiced readers all misgivings and doubts.

The United States Court, Southern District of New York, in the case of Oscar Baumann, one of our officials who was denounced for sending lottery circulars (our official reports referring to the Imperial Austrian Vienna City Premium Government Bonds, page 12, number 4 of our prospectus) through the mail, decided as follows:

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UNITED STATES COURT,
SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES
vs.
OSCAR BAUMANN.

Before HON. JOHN A.
OSBORN,
Commissioner.

March 8th, 1878.

After hearing the testimony of Hugo Fritsch, Esq., Consul General of the Empire of Austria, at the port of New York; of Julius Hallgarten, Banker, of No. 28 Broad St., in the City of New York; of C. B. Richard, of the firm of C. B. Richard & Boas bankers, Broadway, and others; and after hearing Mr. Butler for the United States, and Mr. Sigismund Kaufman for the defendant, Commissioner Osborn announced the following opinion;

Osborn, Commissioner: "As the case presents itself to me upon this evidence, the documents purporting to have been issued under a lottery plan, or under circulars, describing a lottery plan, have been proven by competent witnesses to be genuine bonds, or documents issued as securities of the Austrian government, or rather, of one of the cities of the Austrian government—the City of Vienna. The proof shows that these bonds, issued by the City of Vienna, are guaranteed by the Austrian government. It also appears that the purchase price of one of the bonds produced here was about eighty dollars—that they have a market value in the European markets—that they are dealt in here by the defendant, or by the firm with which he is connected, they having purchased them to sell again, at, it appears, some advance upon the price he pays. But the point to be determined here is, does the purchaser run any risk of losing the money that he pays for the bond, provided he pays no more for it than its face value? The evidence is clear that

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he pays no more for it than its face value, and that at the time of its redemption, he gets the face value of his bond returned to him with interest.

"It further appears that there is a chance, that under a scheme provided by the government—a system of drawings controlled by the finance minister of Austria—the number of his bond may draw a prize. But the element of fraud is entirely out of the case, because the purchaser gets a *quid quo pro* for his investment, whether he gets a prize or not. There is no chance about it. The only chance he has of losing his money is that if he pays more for his bond than the face value he may not be able to get his money, provided the bond gets into market.

"The complaint is dismissed and the prisoner is discharged."

Southern District of New York:

Ashley W. Cole, being duly sworn, deposes and says, that he is a stenographer, and that he was present on the 8th day of March, 1878, before United States Commissioner, John A. Osborn, when the said commissioner rendered his judgment in the case of the United States vs. Oscar Baumann, and that the foregoing is a true and correct transcript of deponent's stenographic notes taken at the time, recording the language and words used by the said Commissioner Osborn.

ASHLEY W. COLE.

Sworn and subscribed before me, this }
16th day of March, 1878.

J. M. DEUEL, U. S. Commissioner, S. D. of N. Y.

In the other case Mr. Koehler, another official, was accused of selling a

"5% Austrian 100 florins Government Premium Bond," given in our prospectus, page 10, number 2, and thereby violating the statutes of the lottery law of the State of New York. The case was brought in the Supreme Court of New York, and Judge F. W. Loew, as the referee in this case, decided as follows:

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NEW YORK SUPREME COURT.

JOSEPH KOHN

agst.

M. KOEHLER

It seems to me from the evidence in this case, that regular Austrian government bonds with interest coupons attached, like the one in suit, cannot fairly be deemed or called "Lottery tickets."

Worcester defines a lottery to be "a distribution of prizes and blanks by chance; a game of hazard in which small sums are ventured for the chance of obtaining a larger value either in money or in other articles." But in the case of these bonds there are no blanks at all. Nor does the purchaser thereof at their face value merely get a chance of obtaining a larger value. He obtains that larger value at all events.

The testimony given before me, as well as the bond itself, shows that although the face value of the said bond is only 100 florins (about \$50 of our money), the Austrian Government will at the time of its redemption pay 120 florins (about \$60 of our money) for it, and will in the meantime pay to the holder thereof interest thereon at the rate of 5 per cent per annum, semi-annually. The purchaser of such a bond, at its face value, will, therefore, in case he holds it until the time of redemption *in any event* receive *full value* and *interest* for the money invested by him, without regard to its drawing a premium a prize under the scheme devised by the Austrian Government.

Under these circumstances, it seems to me, that the bond in question lacks some of the essential elements of a lottery ticket, and does not come within the provisions of the revised statutes in regard to lotteries.

The authorities cited by the learned counsel for the plaintiff are in my opinion, clearly distinguishable from the present case.

I think the complaint should be dismissed with costs.

F. W. LOEW, *Referee.*

0136

Irving Reichmann
Carbur - Oct 11/83 -
207 Bway pr

TORN PAGE
POOR QUALITY ORIGINAL

0137

Apr 10. 84.

On reading the affidavit of Anthony J. Connelley, who on March 10th 1884 deposed that this case be re-submitted to the Grand Jury - B.P.C.

BAILED, David M. Lochler
No. 1, by
Residence 128 East 27th St.

No. 2, by David M. Lochler
Residence 120 East 27th St.

No. 3, by
Residence
Street.

16th 17th 18th 19th 20th 21st 22nd 23rd 24th 25th 26th 27th 28th 29th 30th 31st
Police Court District

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Arthur J. Lochler
Ignatz Reichman
Offence -
Bribe Taking Law

Dated March 11 1884
Magistrate.

Officer.
Precinct.

Witnesses

No. Street.

No. Street.

No. Street.

Dismissed March 13th 1884
Bailed 23rd day April 1884
Bills returned
John M. Lochler

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 Arthur J. Lochler and Ignatz Reichman guilty thereof, I order that each be held to answer the same and each be admitted to bail in the sum of five Hundred Dollars, and be committed to the Warden and Keeper of the City Prison of the City of New York, until each give such bail.

Dated March 11 1884 [Signature] Police Justice.

I have admitted the above-named Arthur J. Lochler and Ignatz Reichman to bail to answer by the undertaking hereto annexed.

Dated March 11 1884 [Signature] 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 _____ 1884 _____ Police Justice.

POOR QUALITY
ORIGINAL

0130

The People

101

Arthur J. Kohler

Ignaz Dickmann

decker

Complaint

Ed W. Hill Dec 1894

POOR QUALITY
ORIGINAL

0139

The People

for

Arthur J. Kochler

Ignaz Dickmann

Complaint

Ed W. Hill Dec 1894

City, County and }
State of New York } ss

Anthony Cornstock of 150 Nassau Street, New York City being duly sworn deposes and says, that he has just cause to believe and verily does believe, that Arthur J. Kackler and Ignaz Reichmann of number 207 Broadway, New York City, otherwise known as the International Banking Company, did on or about the 11th day of October 1883, and between that date and the 24th day of August 1883 unlawfully contrive and propose a lottery and assist in contriving and proposing a lottery set on foot for the purpose of disposing of property by lot or chance, and in aiding and assisting in the contriving and proposing of said lottery and game of chance, did sell and furnish and transfer to another a certain chance, share, interest, paper, certificate, and instrument purporting to represent a chance, share and interest in a lottery to be drawn out side of this State.

And further, that the said Arthur J. Kackler did on the 10th day of October 1883 further assist in contriving

and proposing the said lottery, did by printing and circular advertise and publish an account of a lottery without the State, stating when and where the same is to be and has been drawn, and what are the prizes therein, and the price of a share or interest therein.

And further, deponent charges, that on the 11th day of November 1883, the said Ignaz Reichmann did further assist in contriving, proposing and drawing said lottery by advertising, and did advertise and publish an account of a lottery, ^{without the State} by print and circular, ~~without the State~~, stating when and where the same is to be and has been drawn, and what are the prizes therein, and the price of a ticket or share or interest therein.

Deponent further says, that from personal observation he has just cause to believe, that in and upon the said premises 207 Broadway in the City of New York aforesaid, occupied by the International Banking Company, the said Koehler and Reichmann now have in their possession with intent to use the same as a means to commit a public offence

certain papers and circulars advertising a lottery without the State. Also certain books for registering the numbers of tickets or interest on shares in said lottery. Also circulars publishing an account of the prizes that have been drawn in said lottery, and announcing the prizes that are to be drawn in said lottery. Also certain papers, certificates and instruments representing shares, tickets and interest in said lottery. Against the form of the Statute of the State of New York in such case made and provided, and particularly Chapter 8 of the Penal Code of the State of New York and against the Peace of the People of the State of New York and their dignity.

Subscribed and sworn to before me
 this 6th day of December 1883 }
 by *My Name*
 Police Justice.

Anthony Bonstock.

0143

Sec. 198-200

CITY AND COUNTY }
OF NEW YORK, } ss.

District Police Court.

Ignatz Reichman 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.

Ignatz Reichman

Question. How old are you?

Answer.

35 years

Question. Where were you born?

Answer.

Bavaria

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

Answer.

586 East 184 St - about 7 years

Question. What is your business or profession?

Answer.

Cashier

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 of the charge
Ignatz Reichman

Taken before me this

day of *March* 188*4*

Police Justice.

0144

Sec. 198-200

CITY AND COUNTY
OF NEW YORK, ss.

District Police Court.

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

Question. What is your name?

Answer.

Arthur J. Kohler

Question. How old are you?

Answer.

23 Years

Question. Where were you born?

Answer.

New York City

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

Answer.

116 East 75th Street about 2 Years

Question. What is your business or profession?

Answer.

Banker

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 of the charge
Arthur J. Kohler

Taken before me this *11* day of *March* 188*8*
Henry J. [Signature]
Police Justice.

0145

Sec. 151.

Police Court, First District.CITY OF New York COUNTY OF New York } ss.
AND STATE OF NEW YORK,

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

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police Justices for the City of New York, by Anthony Bonustock of No. 150 Nassau Street, charging that on the 10th day of October 1883 at the City of New York, in the County of New York that the crime of

unlawfully advertising a lottery by circular and print stating where and where a certain lottery without its state has been drawn, giving a list of prizes and the price of a ticket, share or interest therein has been committed, and accusing Arthur J. Kohler and Ignaz Reichmann

thereof.

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

These are, Therefore, in the name of the PEOPLE of the State of New York, to command you the said Sheriff, Deputy Sheriff's, Peace Officers, Marshals, Constables and Policemen, and each and every of you, to apprehend the said Defendant and bring them forthwith 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 6th day of December 1883.

Wm. J. Brumby
POLICE JUSTICE.

POLICE COURT, DISTRICT.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Arthur J. Kohler.Ignaz Reichmann

Dated

188

Magistrate.

Officer.

The Defendant Arthur J. Kohler
Ignaz Reichmann taken, and brought before the Magistrate, to answer the within charge, pursuant to the command contained in this Warrant.

Wm. J. Brumby
Officer.

Dated Dec. 6th 1883.

This Warrant may be executed on Sunday or at night.

Police Justice.

Warrant-General.

REMARKS.

Arthur J. Kohler

Time of Arrest

Nov 1. 1883Wm. J. Brumby

Native of

170 E 75th St

Age

40 Ignaz Reichmann

Sex

35

Married

W

Profession

Wm. J. Brumby

Complexion

W

Color

W

Height

5'8 1/2 134 lbs

Profession

W

Married

W

Single

W

Read

W

Write

W

0146

Sec. 192.

District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY }
OF NEW YORK, } ss.

An information having been laid before Henry Murray a Police Justice
of the City of New York, charging Arthur J. Koehler Defendant with
the offence of Violation of the Lottery Law

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

We, Arthur J. Koehler Defendant of No. 176
East 73rd Street; by occupation a Banker
and Oscar L. Richard of No. 61 Broadway
Street, by occupation a Banker Surety, hereby jointly and severally undertake that
the above named Arthur J. Koehler Defendant
shall personally appear before the said Justice at the 1st District Police Court in the City of New York,
during the said examination, or that we will pay to the People of the State of New York, the sum of Five
Hundred Dollars.

Taken and acknowledged before me, this 6th
day of Decr 1888

Police Justice,

Oscar L. Richard

0147

CITY AND COUNTY } ss,
OF NEW YORK,

Oscar L. Richard

the within named Bail and Surety being duly sworn, says, that he is a resident and house
holder within the said County and State, and is worth ten Hundred Dollars,

exclusive of property exempt from execution, and over and above the amount of all his debts and
liabilities, and that his property consists of First Mortgage

Railway bonds of the Chicago
Milwaukee & St Paul Railroad
worth two thousand dollars

Oscar L. Richard

District Police Court.

THE PEOPLE, & c.,
ON THE COMPLAINT OF

Undertaking to appear during
the Examination.

vs,

Taken the day of 188

Justice,

0148

Sec. 192,

District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY }
OF NEW YORK, } ss.

An information having been laid before Henry Murray a Police Justice
of the City of New York, charging Ignatz Reichmann
the offence of Misdemeanor Defendant with

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

We Ignatz Reichmann Defendant, of No. 586 East 134th
Street; by occupation a Cashier
and Oscar L. Richard of No. 61 Broadway
Street, by occupation a Dancer Surety, hereby jointly and severally undertake that
the above named Ignatz Reichmann Defendant
shall personally appear before the said Justice at the 1st District Police Court in the City of New York,
during the said examination, or that we will pay to the People of the State of New York, the sum of Five
Hundred Dollars.

Taken and acknowledged before me, this 6th
day of December 1883

Henry Murray
POLICE JUSTICE,

Ignatz Reichmann
Oscar L. Richard

0149

CITY AND COUNTY
OF NEW YORK, } ss,

Subscribed and sworn to before me, this
day of May, 1881
Police Justice.

the within named Bail and Surety being duly sworn, says, that he is a resident and holder within the said County and State, and is worth ten Hundred Dollars, exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities, and that his property consists of Stock First Mortgage

Railway Bonds of the Chicago & Milwaukee
& St Paul Railroad worth two
thousand dollars

Oscar L. Richard

District Police Court.

THE PEOPLE, & c.,
ON THE COMPLAINT OF

Undertaking to appear during
the Examination.

vs,

Taken the day of 188

Justice,

0150

BOX:

136

FOLDER:

1405

DESCRIPTION:

Krieg, Charles

DATE:

04/28/84



1405

Wm
Otto Eibner
329 E. 10

W. J. L. Louis Green
Day of Trial, 176 Bldg
Counsel,
Filed, 28 day of April 1884
Pleads *Not guilty*

THE PEOPLE
vs.
Charles King
14. 3/10.
47. 4/10.

PETER B. OLNEY,
~~JOHN JACKSON~~

D. 2 May 13/84
District Attorney.

Wanda Wash. Ldg.

A TRUE BILL.

House of Refuge

John W. O'Leary Foreman.

May 2 1884. 116 2/3

0151

0 152

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

AGAINST

Charles Krieg

The Grand Jury of the City and County of New York, by this indictment, accuse *Charles Krieg* --

of the CRIME OF *Assault in the first degree*, committed as follows:

The said *Charles Krieg* --

late of the City of New York, in the County of New York, aforesaid, on the *Fourteenth* day of *April* in the year of our Lord one thousand eight hundred and eighty *four* with force of arms, at the City and County aforesaid, in and upon the body of *one Otto Erben* in the peace of the said people then and there being, feloniously did make an assault and *in* the said *Otto Erben* with a certain *knife* which the said *Charles Krieg*

in *his* right hand then and there had and held, the same being a deadly and dangerous weapon, wilfully and feloniously did beat, strike, stab, cut and wound with intent *in* the said *Otto Erben* then and there feloniously and wilfully to kill, 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

Charles Krieg of the CRIME OF Assault in the Second Degree, committed as follows:

The said *Charles Krieg*, late of the City and County aforesaid

afterwards, to wit, on the day and in the year aforesaid, at the City and County aforesaid, with force and arms, in and upon the body of the said *Otto Erben* then and there being, feloniously did, willfully and wrongfully, make an assault and *in* the said *Otto Erben* with a certain *knife* which the said

Charles Krieg in *his* right hand then and there had and held, the same being an instrument likely to produce grievous bodily harm, feloniously did, willfully and wrongfully then and there beat, strike, stab, cut and wound

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.

PETER B. OLNEY

JOHN McKEON, District Attorney.

0153

I hereby testify, that Otto Erben
is so far without danger from
the stabbed wound, I was
treating him for.

New York April 22nd 84

Amulgen W.
305 - 810th St

0154

Doctor Wm. Guilem,

305 East 10th Street,

OFFICE HOURS:

8 to 9½ A. M.

2 to 3 P. M.

7 to 8 P. M.

Between Avenues A & B.

New York, April 18 1884

Mr. Otto Erben of 329 E. 10th St is
under surgical treatment of a
stabbed wound still; and
he will be unable to work
for some days.

Wm. Guilem M.D.

0155

BAILED,
No. 1, by _____
Residence _____
Street _____
No. 2, by _____
Residence _____
Street _____
No. 3, by _____
Residence _____
Street _____
No. 4, by _____
Residence _____
Street _____
Residence _____
Street _____

129
Police Court 92 1279
District.

THE PEOPLE
OF THE CITY AND COUNTY OF NEW YORK

Charles Lewis

8209 East 10th

Charles Lewis

2 _____

3 _____

4 _____

Date _____

Magistrate.

Officer.

Precinct.

Witnesses William Gordon M.D.

No. 3705 East 10th

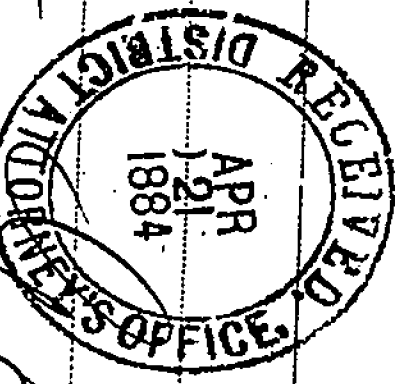
Street.

No. _____

Street.

\$ _____

To answer _____



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

Defendant five

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

Dated April 19 1884 _____ Police Justice.

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

Dated _____ 1884 _____ 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 _____ 1884 _____ Police Justice.

0156

Sec. 198-203.

CITY AND COUNTY
OF NEW YORK ss.

Ed District Police Court.

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

Question What is your name?

Answer.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

Question. Give any explanation you may think proper of the circumstances appearing in the
testimony against you, and state any facts which you think will tend to your
exculpation?

Answer.

Alley told me to steal him
Chak Krieg

Taken before me this
day of *June* 19*18*

Police Justice.

0157

Police Court— Bd District.

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

of No. 124 East 10th Street,

on Monday the 14th day of April being duly sworn, deposes and says, that

in the year 1884 at the City of New York, in the County of New York,

he was violently and feloniously ASSAULTED and BEATEN by

Charles Vreag
(Now here) who cut and
stabbed on the left side
of the body, with a knife
then and there held in
said Vreag's hand

with the felonious intent to take the life of deponent, or to do him bodily harm; and with out any justification on the part of the said assailant :

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

Sworn to before me, this 18th day
of April 1884
William J. D. Police Justice.

Otto Erben

0158

BOX:

136

FOLDER:

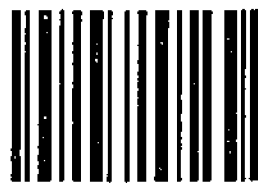
1405

DESCRIPTION:

Kupper, William

DATE:

04/24/84



1405

William
Henry & William Peter
1105 Chicago St

Sept-26's Ruth
get the money
of the forgery
his Courtroom
and made app
posit it, 7/21

24 June 19/84

Received from Chief Clerk
Sparks a draft on 9/100304
of the Citizens Savings Bk.
left in District Atty's office
April 21/84. to be used in the
case of the People vs. William
Kupper. Henry Taylor
for Citizens Sav. Bk.

121 1328 ordered
C. Kupper
Counsel,
Filed 24 day of April 1884
Pleads Not guilty 7/21

THE PEOPLE
vs.
William Kupper
FORGERY IN THE SECOND DEGREE.
(Sections 511 and 521.)
PETER B. OLNEY,
JOHN MCKEON,

District Attorney.
A True Bill.
May 9/84
Heads of the
John M. Olney Foreman.

May 2 accepted. No. 14 E. 110
24/36 Wms. 1/84
7/21

0159

0160

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

William Hunter

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

William Hunter

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

The said William Hunter

late of the First Ward of the City of New York, in the County of New York, aforesaid, on the 25th day of September, in the year of our Lord one thousand eight hundred and eighty-two, with force and arms, at the Ward, City and County aforesaid, feloniously did forge, and cause and procure to be forged, and willingly act and assist in the forging a certain instrument and writing, to wit: an order for the payment of money of the said command

called draft,

which said forged draft, is as follows, that is to say:

Book no 100351 Sample 15 Sept 1882
52-2 Wing's Savings Bank
Pay to J. J. R. Diekmann or Bearer
Four hundred and Eighty Eight Dollars $\frac{40}{100}$
and charge to
\$ 450.40 Henry Thompson.

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

0161

SECOND COUNT.

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

Kupper

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

The said *William Kupper*

late of the Ward, City and County aforesaid, afterwards, to wit, on the said *22nd*
day of *September* in the year of our Lord one thousand eight hundred and
eighty *two* with force and arms, at the Ward, City and County aforesaid, with intent to defraud,
having in his possession,
a certain forged instrument and writing, *to wit: an order for*
the payment of money of the kind
commonly called draft,
which said last-mentioned forged *draft,*
is as follows, that is to say:

Book No 100251 receipt 13 September 1882

To the Honorable James Bond

Pay to the order of J. B. Dickman a Treasurer
Five hundred and Eighty Dollars $\frac{40}{100}$
a draft to

\$ 450.40

James Kupper

with force and arms, the said forged draft
then and there *feloniously did* utter, dispose of and put off
as true, *he* the said *William Kupper*
then and there well knowing the same to be forged, against the form
of the Statute in such case made and provided, and against the peace of the People of the State of
New York and their dignity.

PETER B. OLNEY,

~~JOHN~~ McKEON, District Attorney.

0 162

*Via England!
Germany!*

Herrn

Herrn J. Küpper

Adresse: Herrn Eiders

fr.!

*in
Hamburg - Eimsbüttel*

Hamburg 1831.

0 163

If not delivered within eight days return
to Wm. Hopper in care of German Society
New York, 29 Broadway.

Robert A. C.

Wm. Hopper

New York d. 19. 1884.

Meine Heine Liefste!

In der Voraussetzung, daß die
gekauften Commodities am 1. 1884,
gekauft ist, wird das Ziel:

Obst. u. M. B. wurde ist, wird das Ziel
an die Art, welche die Commodities
gekauft ist, wird das Ziel, wird das Ziel
Klein Obstmarkt, wird das Ziel.

Obst. u. M. B. wurde ist, wird das Ziel
an die Art, welche die Commodities
gekauft ist, wird das Ziel, wird das Ziel
Klein Obstmarkt, wird das Ziel.
Klein Obstmarkt, wird das Ziel.
Klein Obstmarkt, wird das Ziel.

Obst. u. M. B. wurde ist, wird das Ziel
an die Art, welche die Commodities
gekauft ist, wird das Ziel, wird das Ziel
Klein Obstmarkt, wird das Ziel.
Klein Obstmarkt, wird das Ziel.
Klein Obstmarkt, wird das Ziel.

ist in einem Laden. Folglich, wohl, ist
 ist 8 Heller - 36 Ab. - die Waise
 und die kleine Waise die der Länge
 ymmer, nur eine kleine Kleinigkeit.
 nicht zu verwechseln. - Und die
 ist, dass ein College, der nicht
 der 2. Jüngling und Lander ist, seine Frau
 und 3 Kinder in diesen Monaten fast
 verstorben sind. Ich war ganz
 gar, als er seine Familie verlor.
 Welche Gefühle mich beunruhigen, nicht
 zu verstehen können?! Lange nicht dem
 Herrn Titolemann, dass ich ihn
 sein Gespräch mit mir nicht ganz
 baldigst zu verstehen werde, denn
 dass er mich die Gesetze nicht
 verstanden. - Er ist sehr
 sehr sehr sehr, nicht ist mir
 eine, nicht in der Qualität, qua.
 Ich habe nicht die Fähigkeit
 zu verstehen, und das ist

von mir, die ich in der
 sehr sehr sehr, nicht ist mir
 sehr sehr sehr, nicht ist mir
 nicht sehr sehr sehr
 Die Gesetze sind sehr

[Signature]

0166

District Attorney's Office.

PEOPLE

vs.

Kupper

Witness

Henry Sawyer

Bookkeeper

Albion San Bk.

Witnesses:

Henry Humphreys
115 Congress St.

121 Bell Street

Counsel,
Filed 24 day of April 1884
Pleads Property (20)

THE PEOPLE
vs.
William Shippen
(2 cases)

PETER B. OLNEY,
District Attorney.

A True Bill.

John W. O'Leary Foreman.

Sworn on another Ind
May 9-1884
by Smyth
SP. 2 1/2 1/10

0167

0168

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

William Kipper

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

— — — *William Kipper* — — —
of the CRIME OF *Petit Larceny.* — — —

committed as follows:

The said *William Kipper* — — —

late of the *First* Ward of the City of New York, in the County of New York aforesaid, on the *first* day of *July* in the year of our Lord one thousand eight hundred and eighty-three, at the Ward, City and County aforesaid, *with force and arms*, one blank book of the value of ten cents, of the goods, chattels, and personal property of one Henry Kumpeter, then and there being found, then and there unlawfully 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.

Peter D. Olney,

District Attorney.

0169

BAILED,
No. 1, by _____
Residence _____
Street _____
No. 2, by _____
Residence _____
Street _____
No. 3, by _____
Residence _____
Street _____
No. 4, by _____
Residence _____
Street _____

Police Court District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Henry J. Murphy
115 West 8th St.
William Kipper

Offence *James Lane*

Dated April 14 1884

Wm. Murphy Magistrate.

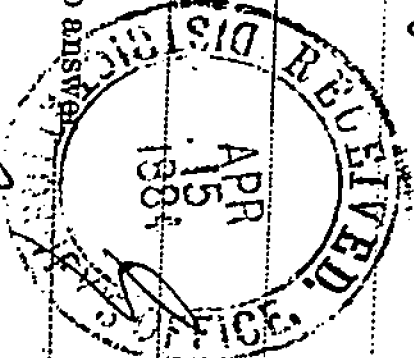
John Campbell Officer.

Witnesses *John Campbell* Precinct.

No. 1, by *John Campbell* Street.

No. 2, by *John Campbell* Street.

No. 3, by *John Campbell* Sessions.



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

William Kipper

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of *ten* 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 *April 14* 1884 *Wm. Murphy* Police Justice.

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

Dated _____ 1884 _____ 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 _____ 1884 _____ Police Justice.

0170

Sec. 198-200

CITY AND COUNTY
OF NEW YORK, } ss.

District Police Court.

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

Question. What is your name?

Answer.

William Kupper

Question. How old are you?

Answer.

24 years

Question. Where were you born?

Answer.

Germany

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

Answer.

28 Greenwich St (resided 1/2 year since)

Question. What is your business or profession?

Answer.

None

Question. Give any explanation you may think proper of the circumstances appearing in the
testimony against you, and state any facts which you think will tend to your
exculpation?

Answer.

I am not guilty

W. Kupper

Taken before me this *17*
day of *March* 18*88*
George B. Kupper
Police Justice.

0171

District Police Court.

Affidavit—Larceny.

CITY AND COUNTY OF NEW YORK, ss.

Henry Kumpeter

of No. *115 Chrystie* Street, *in the City of New York*
being duly sworn, deposes and says, that *between the 23rd day of June 1883 and the 26th day of July 1883*

at the *house no 115 Chrystie* City of New York,
in the County of New York, was feloniously taken, stolen and carried away from the possession
of deponent *Henry Kumpeter*

the following property, viz: *a Bank book held & owned*
by this deponent, representing the sum of
money on deposit ^{with} ~~other credit~~ ^{belonging} of the deponent
in the Third National Savings Bank of the
City of New York - which said sum amounts
to Four Hundred & fifty Eight dollars
and forty cents - or

the property of *this deponent*

and that this deponent

has a probable cause to suspect, and does suspect, that the said property was feloniously taken,
stolen, and carried away by *William Kupper* ^{*(unknown)*} from
the fact that said William Kupper was
the only person who had access to the
apartments of this deponent during the
the members of deponent's family - That
from the 23rd day of June 1883 to the 26th day
of July 1883 the said William Kupper
resided with this deponent at No 115
Chrystie Street - That said Bank Book
was locked up in a small box in the
Bureau of the deponent which stood in the
main or parlor of deponent's apartments
aforesaid - That on July 26th 1883 the said

Sworn before me this

[Signature]

Police Justice,

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William Kipper left this deponent
residents & thereafter on or about
Aug 27 - 1883 the said William Kipper arrived
at no 88 River Street Hoboken in the State
of New Jersey - that on or about said last
named date a certain letter bearing
date on that day was sent to said
Chrysler Savings Bank requesting said
Bank to remit to the said William Kipper
above address, to St. Kumpeter the sum
of One Hundred & Twenty Five dollars
that said letter was in the handwriting
of said William Kipper - that the signature
of said letter purporting to be that of
deponent was ~~not~~ in reality a deponent
signature & a forgery - that with said letter
was sent the Bank Book above referred to.
That deponent never resided outside of the
State & has for the past nine years resided
result resides at 115 Chicago Street -
That on the 13 day of April 1884 - deponent
met William Kipper in the ^{Barbery} ~~City Hall~~ Bank
after accused said William Kipper with
having stolen said Bank Book - That said
William Kipper thereupon admitted to this
deponent that he had stolen said Bank Book
saying - Yes I took the Bank Book but that
one Andelmann now in Europe had induced
him to do so - that if deponent would let
him Kipper go he would him pay the amount
to make things all right as he was now working
whereupon deponent caused his William Kipper to
be released & discovered the loss of the said Bank Book
in the month of January 1884 - & found that all money
deponent had deposited in said Bank had been drawn
out under a forged draft.

of this city

District Police Court.

THE PEOPLE
ON THE COMPLAINT OF

Sum. to Repr me
this 14 day of April 1884

[Signature]

Harry Kumpeter

Dated

WITNESSES:

DISPOSITION