

0009

BOX:

5

FOLDER:

62

DESCRIPTION:

Pray, Edward E.

DATE:

01/16/80



62

0010

BOX:

5

FOLDER:

62

DESCRIPTION:

Pray, Edward E.

DATE:

01/09/80



62

0011

BOX:

5

FOLDER:

62

DESCRIPTION:

Sayre, Theodore H.

DATE:

01/09/80



62

0012

Recd
Mr Otis Mayroe
102 E 45th St.

17/80
H. C. C.
Recd

49 159
Day of Trial
Counsel, W. J. McMahon
Filed 16 day of January 1880
Pleads Not Guilty Petry

THE PEOPLE

vs.

Baile
Edward E. Ray

Petry

District Attorney

A True Bill.

Ok King

Foreman

1st Jury
H. C. C.
J. P. T.

Folio

1.

To Hon Abraham R. Lawrence, Justice of the Supreme Court:

2. The Petition of Edward Everett Pray of the City & County of New York shows that he is improperly detained and restrained of his liberty by T. Sherman Smith a Police Magistrate in the City of New York and that he is not committed or detained by virtue of any process issued by any Court of the United States, or by any Judge thereof; nor is he committed or detained by virtue of the final judgment or decree of any competent tribunal of civil or criminal jurisdiction, or by virtue of any execution issued upon such judgment or decree, that the cause or pretence of such detention, according to the best of the knowledge and belief of your Petitioner is

3. On the 18th day of December 1879, one Theodore H. Sayer upon his own affidavit and those of Thomas A. Slocum and William H. Barnum copies of which are hereto annexed and offered as part of this petition caused a warrant to issue for the arrest of your petitioner under the hand of T. Sherman Smith Esq, a Police Magistrate of this City then sitting as a Magistrate in the 4th Judicial Department of this City charging your petitioner with perjury.

4. That in consequence thereof your petitioner was compelled to and did give bail for

his appearance to answer such charge and a hearing thereon was set down by said Justice to be had before him at said Court on the 30th day of December last at 10 1/2 o'clock A.M.

In accordance thereto your petitioner with his Counsel attended at said Court as well as did also the said Sayre with Counsel.

On said day the said Justice asked the Counsel of your petitioner and the complainant if they were ready to proceed with the examination of the charge against your petitioner. That the said Counsel both stated that they were ready to proceed and then and there certain witnesses were sworn by said Justice on behalf of the prosecution and testimony taken and evidence submitted all of which is hereto annexed (marked B) and made a part of this petition. That at the close of the testimony thus given the counsel for the complainant stated that he closed his case and would offer no further testimony.

That the Counsel for your petitioner thereupon directed the attention of the said Justice to the fact that the crime of perjury had not been proved by the prosecution and that your petitioner should not be called upon to make answer.

That the said F. Sherman Smith Esq Justice aforesaid thereupon said, that he, as the Court, thought that sufficient evidence had been presented by the prosecution

to make out their case and that your petitioner should proceed to produce such witnesses as he had. And your petitioner says that he is now deprived of his liberty and is compelled to appear before said Magistrate and await his action. That he is illegally restrained of his liberty because it was the duty of said Magistrate, at the close of the evidence to sustain the charge offered by the prosecution, to dismiss said complaint as not sustained and release your petitioner from further restraint.

That your petitioner was entitled to have such complaint dismissed upon the following grounds:

- 1st No proof ^{was} offered that any oath was administered to me at the time the testimony was given which is claimed to have been false.
- 2nd No evidence ^{was} given that my testimony which was charged to be false by the Complainant was given in a course of Justice.
- 3rd No evidence was given that an oath was administered to me by any person competent to administer an oath at the time the testimony was given which is alleged by the complainant to have been false.
- 4th No proof was given that the testimony which the Complainant alleges to be false was in any way material or pertinent to any question in controversy.

5th No proof was given that the testimony which the prosecution offered in evidence as being testimony given by me is not in all respects true.

6th No proof was given that my testimony proved as having been theretofore given was false.

7th No proof was given that my testimony proved as having been heretofore given was not given in good faith.

8th No proof was given that I ever testified to what the complainant charged in his complaint ~~or that I had~~ testified to.

9th I was deprived of my rights by the failure and refusal of the Justice to examine the Complainant on oath in my presence in regard to the offence charged against me.

And your Petitioner alleges that he will be greatly injured not only by his detention, but in his good name if the said Justice Smith shall be permitted to pass judgment upon the evidence so offered, in favor of the prosecution, and therefore your petitioner prays that the said Justice may be restrained until the further order of this Court from proceeding any further against your petitioner or in passing further judgment in the case and that a Writ of Certiorari issue out of this Court directed to the said F. Sherman Smith, Police Justice commanding him to

10. certify fully and at large to the Hon.
 Charles Donohue a Justice of our Supreme Court
 now holding the Chambers of our Court in
 the County Court House in the City of New
 York or such other Justice as may at the
 time be holding such Chambers, on Tuesday
 the 6th day of January 1880, at 10 1/2 o'clock
 A.M. the day and cause of the detention
 and imprisonment of your Petitioner
 Edward Everett Pray.
 Dated the 3rd day of January 1880.

11. City & County of New York ss.
 Edward Everett Pray, being duly sworn, doth depose
 and say, that the facts set forth in the
 above petition, subscribed by him - are
 true.

Sworn before me this 3rd } Edward Everett Pray.
 day of January. 1880.
 W. H. Church
 Notary Public
 N.Y. Co.

Folio

1.

Police Court, Fourth District
In and for the City of New York.

The People on the
complaint of
Theodore H. Sayre
agst.
Edward E. Pray

"a"

State of New York } ss.
City of New York }

2.

Theodore H. Sayre of No. 814 Fifth Avenue being
duly sworn doth depose and say as follows:
Sometime in the month of July in the year
1876 Edward E. Pray went into my employ-
ment under a contract made with me to
receive his board and his room rent for
the service that he might render as my
bookkeeper until he could obtain another
place, and he was to receive nothing beyond
what I have named in pursuance of said
agreement, he entered into my employment
and remained until the 15th day of Dec-
1877, when he left, leaving his employment
with me as a ~~case~~ ^{man} he was permitted
to and did ~~use~~ ^{use} money and merchandise
for his individual use to the extent of
three hundred and seventy five and 25/100 (\$375.25)
Dollars all of which he entered upon the
books in his own hand writing. During
his stay with me I became his security

3.

for his tailor bills and the bill was afterwards rendered to me for the sum of One hundred one and $\frac{75}{100}$ (\$101 $\frac{75}{100}$) Dollars when he was about to leave my employment he footed up the amount of money and merchandize which he had had amounting to the said sum of Three hundred seventy four and $\frac{25}{100}$ (\$374 $\frac{25}{100}$) Dollars, and then and there with his own hand wrote these words, and signed the same in his own proper hand

"The above account is correct"

Dec. 15/1874

E. E. Pray

4.

Afterwards the tailor presented his bill to me, which I paid and which the said Pray acknowledged to be correct. I added said tailor's bill to the amount of money and merchandize which he had drawn from me, the two sums amounting to Four hundred seventy-six Dollars, and drew a note therefor and sent it with my servant to the Sturtevant & Borse, where the said Pray boarded, with direction to leave it signed and returned to me. The said servant returned stating that Pray desired to see me at 11 O'clock at his Office. I went to his office by reason of said request, and Pray then and there signed the said note, which said note is in the words and figures following.

5.

0020

New York March 26th 1878.
 On ~~March 26th~~ I promise to pay to the
 order of J. H. Sayre - Four hundred seventy
 six Dollars at No 31 Broad St. New York City
 E. E. Pray

no. Due - The said note being for the
 exact amount then due me as herein
 before stated and as the said Pray
 acknowledged - I afterwards placed
 the said note in the hands of my
 Attorney for collection, and ~~and~~ was
 written by him to said Pray request-
 ing the payment thereof. After he re-
 ceived said note from said Attorney the
 said Pray made a complaint against
 me - before the Hon. F. Sherman Smith
 a Police Justice of the City of New York
 having jurisdiction of the offence in
 the said complaint contained, charging
 me with having obtained the said
 note by threats, contrary to the statute
 and then and there made oath to the
 said complaint before the said F.
 Sherman Smith, who had jurisdiction
 of the said complaint and competent
 authority to administer the said oath.

That the said F. Sherman Smith then
 and there issued a Warrant based
 upon said complaint for my arrest, and
 I was afterwards arrested and brought
 before the said Police Justice to be dealt

with according to Law - That an examination was then and there had before said Justice when the said Edward E. Pray was duly sworn by said Justice who had jurisdiction of the subject of said complaint and competent authority to administer said oath to tell the truth, the whole truth and nothing but the truth, that being so sworn the said Pray did swear and testify on said examination that the said note so obtained from him by me was wholly without deviation.

That said evidence so given was knowingly, wilfully and corruptly false and in giving the same the said Pray knowingly and corruptly committed wilful and corrupt perjury - sworn to before me.

this 18th day of Dec. 1893

Thos. H. Suppe
J. Sherman Smith

Folio 1

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

Thomas M. Liberman of said City & County,
 being duly sworn, deposes that he is a resident of
 No 81 West 41st Street in the City of New York,
 and is by occupation a Druggist.

" 2 Deponent further says that he is ac-
 quainted with one Theodore H. Sayre a drug-
 gist doing business at No 814 Sixth Avenue
 in said City and that this deponent has
 worked as drug clerk for said Sayre for a
 period of four years and nine months, commencing
 about the 1st of January 1845 and
 ending sometime in and during the latter part
 of October last.

Deponent further says that during
 his employment, as a said he became acquaint-
 ed with one Edward M. Pray, who was also in
 the employ of said Sayre and in the capacity
 of bookkeeper.

" 3 Deponent further says that he
 remembers on or about the 5th day of December
 1844 the time at which said Pray left the
 employ of said Sayre and that at said
 time he saw said Pray enter upon the books
 of Mr. Theodore H. Sayre the following words
 "The above account is correct" and that said
 Pray signed his name thereto. That said
 words were written beneath the sum of three
 hundred and seventy five and 25/100 Dollars -

0023

§ 344 No I as footed by said Gray or said Sayre
books and was so written by him to attest the

" H correctness of said account.

sworn to before me

this 18th day of Dec 1893 Thomas A. Slocum
H. Sherman Smith.

Folio 1

State of New York
City & County of New York ss.

William B. Barnum of said City and County being duly sworn says that he resides at 127 West 42nd Street in the City of New York and is by occupation a dentist.

" 2

Deponent further says that he was present at an examination before the Hon. F. S. Smith one of the Police Justices in this City, held on the 12th day of November last, in which one Edward E. Cray was complainant and Theodore H. Sayre was defendant, that this deponent heard then and there the said Cray testify that a promissory note bearing date March 25th 1878 for the sum of four hundred and seventy six (\$476) Dollars was obtained from him said Cray by said Sayre without consideration, at the office of said Cray at 31 Broad Street in the City of New York, and I further swear that I heard the said Cray testify at the time above referred to that the Tailors Bill for one hundred and one and 75/100 Dollars (\$101 75/100) which was added to the above sum of three hundred and seventy four and 25/100 Dollars (\$374 25/100) making the amount of said note for four hundred and seventy six (\$476) Dollars was correct and that the said Sayre went his security for and paid the same.

" 3

Sworn to before me this

18th day of Dec. 1879

F. Sherman Smith

William B. Barnum

0025

"B."

Police Court "B."
Fourth District

The People ^{on} the Complaint
of
Theodore H. Sayre
Edward E. Pray

Before
Hon.

Smith
Justice

December 30th 1879.

2. Thomas A. Snow called on behalf of the plaintiff, Snow
By Mr. Fullerton
- Q. Were you ever in the employ of Mr. Sayre?
A. Yes sir.
- Q. Mr. Sayre the druggist? A. Yes sir.
- Q. From what period? A. I went to work for him in 1875, the 3rd day of January.
- Q. And continued up to what time? A. I am working for him now. I was sick some two months.
- Q. During that period or any part of it was Mr. Edward E. Pray in his employ? A. Yes sir.
3. Q. In what capacity? A. As a bookkeeper.
- Q. Look at the book I now show you and say whether it is one of Mr. Sayre's books.
A. Yes, it is.
- Q. Look at page 234 and 235 and say whether it is an account kept by Mr. Pray against

his self? A. That is his own account.

Q. In whose handwriting are the words "The above account is correct: E. E. Pray." A. Written by himself.

Q. And the account is footed up at what?

A. 374.25

Plaintiffs counsel offers the account in evidence marked Ex. A, Dec. 30 - 1879.

Q. Do you know anything about Mr. Pray having clothing of Mr. Schneider? A. I know he bought a suit of clothes there, or got a suit there.

Cross Examination by Mr. Townsend.

Q. Look at that account again. Do you testify that all there is on that page is in the handwriting of Mr. Pray? A. I have not looked the page entirely over. This is Mr. Sayre's writing at the bottom of the page.

Q. What does it say in Mr. Sayre's writing. A. "Schneider's bill of clothing paid by note of"

Q. Does it say when that is dated? A. January 18th

Q. 1878, "over it, isn't it? A. Yes sir.

Q. Look at that account and see who is the last entry of the account is - what entry it was made by Mr. Pray. A. The last one in Mr. Pray's handwriting, is on the 8th of December.

Q. Whose handwriting is this "the ^{above} account is correct E. E. Pray"? A. That is in Mr. Pray's handwriting.

Q. Now under that, in whose handwriting is the date December 15th 1877? A. In Mr. Pray's also.

Q. You are sure of that? A. Yes sir.

Q. Those three you are sure of? A. Yes sir I saw it

done myself.

- Q. There is a date of the 29th in whose handwriting is that? A. That is Mr. Sayre's handwriting.
- Q. And after the 29th follows December 1st does it?
- A. Yes sir.
- Q. And the entry under December 1st in whose handwriting is that? A. Mr. Pray's.
- Q. It follows after Mr. Sayre's? A. Yes sir.
- Q. On the same page 234 there is a penciling in whose handwriting is that? A. I don't recognize it.
- Q. Do you know when Mr. Pray left Mr. Sayre's employ? A. In the early part of December or about the middle of December.
- Q. You do not state positively? A. I don't know the date he left.
- Q. You don't know whether it was the 1st, 5th, 6th, 7th or 10th? A. I don't remember the date.
- Q. So that this affidavit of yours is only on information, rather than positive knowledge?
- A. I don't remember the date.
- Q. You remember on or about the 15th day of December 1877, the time which said Pray left the employ of said Sayre? A. Yes sir.
- Q. You don't know that that was the 15th? A. I have heard the date, I don't remember it.
- Q. I ask you if you remember of; on your own knowledge?
- A. I do not.
- Q. It is only by hearsay that you say that. A. No I know it was in December that he left.
- By the Court.

Q. The precise date you don't remember? A. I don't remember what day of the month it was.

By Mr. Townsend

Q. It may have been the 1st 5th 10th or 20th? A. It may have been.

By Mr. Fullerton

Q. Did he leave before or after affixing his signature to that book account? A. He left when he signed that it was signed in the evening

By Mr. Townsend.

Q. That was the day he left? A. That was the evening their business was settled up.

Q. What do you mean their business was settled up? A. Mr. Pray was not in his employ any more.

Q. How do you know? A. I don't remember who was there.

Q. Don't the ~~attorneys~~ do know about it? A. That settled up

the business

Q That is all you know about it, that he was not there?

A He didn't work there after that.

Q He didn't work there after what time?

A When he signed that account.

Q You don't know anything more than

10. after he signed that account he was not there? A No sir.

By the Court -

Q You didn't see him in the store at work after that? A No sir.

By Mr. Townsend

Q Will you swear he was there three times after he made that last entry, and the middle of December?

A No, sir,

Q You won't swear to that?

A No, sir,

Q You don't know whether he left at that time or the 15th of December?

11. A He left when he signed that.

Q I am speaking of the time when he left the employ.

A I don't know that.

Jolis

1. Anderson G. Jerome called on behalf of the plaintiff, sworn.
By Mr. Fullerton.
- 2 Q Did you take the testimony of Mr. Pray in the proceeding against Sayre?
- A Yes sir.
- 2 Q Have you your minutes?
- A Yes sir.
- 2 Q Did you take them correctly?
- A Yes sir.
- 2 Q Turn to them commencing with "I've become my surety" and see what Mr. Pray testified to on the subject of this note and this receipt of Mr. Schneider's in clothes? A "Mr. Sayre had become my surety and had ordered the bill sent to him which was done. It was about \$100. and I think the amount of the bill shown, is correct. I do not remember whether I charged the amount of the bill in the ledger as money received by me. The signature on the note shown, is mine."
- 2 Q Look at that bill of Schneider's and say whether it was the one he referred to as shown to him?
3. A Yes sir, I marked that bill.
- Plaintiff's counsel offer the bill in evidence.

Marked, Prosecution's Ex. B.

Dec. 30, 79.

0031

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Plaintiff's counsel offers in addition to the \$374.25 the amount dated January 13th 1877, \$101.75 footing up at \$476.00, that being the amount of the note.

Prosecution rests.

Adjourned to the Pol. Court at Harlem on January 5th 1880 at 12 M.

0032

N.Y. Supreme Court

In the matter of the
application of Edward
E. Pray for a Writ of
Certiorari

To Sherman Smith Esq.
a Police Justice of the
City of New York

Copy.

Petition for
Writ of Certiorari

Townsend & Weed,
Edward E. Pray,
Attys for Petitioner
32 Park Place, N.Y.

To T. Sherman Smith Esq
Police Justice of the City of
New York

0033

Fourth District
Police Court.

Nov. 26th 1879

Edward E. Pray,

vs.

Theodore H. Sayre.

Before J. Sherman Smith - Justice.

The Defence.

Theodore H. Sayre Sworn.

Q You are the defendant in this proceeding?

A Yes, Jd.

Q When did you become acquainted with Pray?

A Fully about five years ago.

Q State under what circumstances.

A Mr Pray was out of employment at that time. At the time, July 1876, He

0034

2

had been employed at the Central Park Garden, and the Garden had closed. I said to Mr Pray, as long as you have got nothing to do you may come to me till you can yourself and find something, and I will give you your board and room rent till you better yourself.

Q Did he come?

A Yes, sir.

Q Where did he board?

A He boarded with my family. I hired a room and I paid for it.

Q It is said he drew some money when with you?

A Yes, sir.

Q Does that show it on the ledger?

A Yes, sir.

Q What did he do in your place?

A He merely kept my books.

0035

3
1

(2)

Q Did he know anything of the drug business?

A Nothing at all.

Q Was he your book keeper?

A No, sir; there is not much book keeping in a drug store, comparatively little, one hour each day.

Q Did you discharge a person to take him in the place?

A I did.

Q What did you pay that person?

A Six dollars a month.

Q Was he as efficient as Pray?

A Now so.

Q Now we want go over this book account, — did you make out this note?

A I did. I made it out March 26 1878. I sent that note to Mr Pray at the Sturtevant House, to collect, ^{sign}

Q What is the name of that messenger.

A William Hicks.

0036

Q What time did you
send him?

A Early in the morning,
half past 8.

Count

Q What time?

A March 26th 1878.

Q What message did the
colored man bring back

A "Mr Pray says, call at
my office to-day at
11 o'clock."

Q Did you go there at
that hour?

A I did.

Q Did you see the note?

A I did.

Q What occurred in
reference to the note?

A Mr Pray asked me to
close the account up,
and said what the
use of giving a note,
I can't pay it. I
says give the note and
close the account in
the book.

Direct

Q What happened to the

note then — had he it in his pocket?

A Mr Pray then took the letter out of his pocket, from which he took the note, and signed it and gave it to me.

Q The note has the appearance of being torn?

A Taking the note out of his pocket, he tore it and I pasted it together.

Q You heard his testimony, did you at that time or any other time, make the threats, or any of these threats which he imputes to you?

A Nothing of the kind.

Q Did you ever make any other bargain than you have spoken of?

A Never.

Q Until as you said he could turn himself?

A Never anything else.

Q After his marriage did

0038

6
he introduce his wife
to you?

A Yes, sir.

Q And she traded with you?

A Yes, sir.

Q And got credit?

A Yes, sir.

Court

Q How long - what date
does this ledger run?

A From July.

Q Any memorandum of
giving credit to Mrs
Prady?

A I did not know her
then.

Q When did you open the
new ledger?

A January 1st 1879

Direct - Q There has been something
said about a tailor's
bill - Henry Schneider -
did you pay it?

A Yes, sir. If you turn
to Mr Henry Schneider
you will see it.

Q It is said he offered
you collateral stock.

A Yes, sir.

Q Did you inquire about it?

A Yes sir

Q Did you refuse to take it?

A I did not because I was told he had sold his stock to Meadwell.

Q It is stated that you called on him at the Sturtevant House?

A I never called on him at the Sturtevant House.

(The Court examines the ledger.)

Witness

+ Mr Schneider was on the books as having paid \$102, but we discovered it was \$101 = 75-

Direct
~~Exhibit~~

Q What is the date of the marriage.

A It was in April.

Q How long after did you see Mr Pray.

A Three or four days after their return.

Q About what time?

A I should say sometime in the month of April.

Q Were you introduced to Mrs Pray?

A Yes, sir.

Q By whom?

A Mr Pray.

Q Were you introduced to the sister?

A No, sir.

Q Do you know her?

A By sight.

Q Did she trade at the store?

A Yes, sir; she used to be in off and on.

Q Did she have credit there?

A No, sir.

Q Who introduced you to Mrs Pray?

A I was introduced to Mrs Pray by Mr Pray.

Q Did you ever call him into the store and say if he didn't pay this note, you

would go to his father-in-law and commence a prosecution, and say that he was a seducer, and unless he paid that note you would go to the father-in-law and so call him?

A

No, sir.

Q

Did any conversation of that nature occur between you and him?

A

Not that I remember.

Q

Don't you ought to know?

A

No, sir.

Q

Did you ever charge him with being a seducer?

A

No, sir.

Q

Did you at any time threaten him, that you would go to his father and inform him that he was a man of dissolute habits, and that he seduced a young lady to whom he was engaged?

A

No.

Q Did you ever have any personal difficulty before this?

A No, sir.

Q How long have you been in business?

A Fifteen years.

Q One place?

A Yes, sir.

Court - You can drop examining the witness

Counsel - Asked an adjournment.

Court What I want to get at is the facts as speedily as possible. I don't think where a charge is so grave as this that the defendant should be kept a moment without examination.

~~Comp. 2~~

Q Did Mr Pray keep your books with you?

- Q He did.
- Q He charged himself with each of your stock as he used himself?
- A He did.
- Q And what other clerks had in your employ?
- A Yes, sir.
- Q And he kept their accounts?
- A Yes, sir.
- Q And he also took stock when they wanted it.
- A No answer.
- Q Your book keeper charged such things as the clerks took from the store?
- A Whoever took it, he made the charge.
- Q And the books show the number and value of the things taken from the stock?
- A Yes, sir.
- Q The accounts of these other clerks was kept on your books?
- A I don't know as they kept an account.

Q If the accounts were kept in the same way, they would show what your clerks were owing you - they owed you so much money?

Court The account will show for themselves, his ledger is the best evidence.

Q The accounts of the other clerks were kept in the same way?

A I don't know that the clerks had accounts.

Q You state you hired a room for Mr Pray.

A Yes, Sir.

Q Through whom?

A From a Mrs Taft.

Q Where?

A I don't know where she did live.

Q Did you pay for the room?

A Mr Pray paid for the room, but my money

- paid the room.
- Q Did you pay her personally?
- A I don't know.
- Q Didn't you say you lived and paid the room?
- A My money did. Mr Pray drew the money.
- Q He charged the money against himself?
- A No, no money for the room against himself.
- Q Did Mr Pray draw money from you?
- A He did.
- Q How much did you agree to pay for the room?
- A \$10 a month.
- Q Did you pay him \$2 1/2 a week?
- A I paid him \$10 a month, divide that and it makes two and a half a week.
- Q Gon charged Mr Pray for these advances?
- A Let me understand?
- Q Did Mr Pray pay for the room? Did you

- A pay for the room?
Q I did not.
A But you paid Mr Pray \$10 a month?
Q For his room.
A For his room?
Q Exactly.
Q When he drew this money you charged it to his account?
A For his room?
Q When Pray drew it from you, didn't he charge it to his account?
A With the exception of the room.
Q I have not asked you that. I ask if when Pray drew any money did he charge it against himself?
A Except for the room.
Q On the 26th of March you say you were in the office of Warren, Hanftle?
A Yes.
Q Did you see Mr Pray there?

Q Yes, sir.

Q Did you see this witness Mr. Raymond?

A I did not.

Q Who else did you see?

A The only person I remember seeing was Mr. McKinney.

Q Where was he?

A He stood right in front.

Q What was the conversation with Mr. Pray?

A When Mr. Pray came in he asked me what I wanted the note for, I told him to settle the account. Then he says, what's the use of me giving it, I can't pay it, and I says to get it squared of the books.

Q Did you inquire whether Mr. Pray had an account with that house?

A I don't remember. I knew that he had.

Court.

Q Did you inquire of the house if he had an account?

A I don't remember.

Q Pray had told you that he had an account there?

A Yes, Sir.

Comp 2

Q Did you go into the private office?

A I went in to inquire if he was in

Q Did you go in to inquire with Mr Pray's consent or otherwise if he had money there?

A I don't remember.

Q Will you swear you did not?

A I don't remember.

Q Didn't you go in their back office.

Mr Fullerton - He says he don't remember.

Q Do you remember anything Mr Mc Kenney said to you in relation to Mr Prays account?

A No I don't.

Q Do you know Mr Andrew Mc Kenney?

A I do.

Q Did you have any conversation with him?

A I asked if he was in.

Q Anything else?

A I don't remember unless it was a general conversation.

Q Did you see Mr Pray when you went in?

A He was not in the front office.

Q Then you waited till he came in?

A Yes, sir.

Q And directly had some conversation with him?

A Yes, sir.

Q Then after the conversation you went in to see

Mr Mc Kenney?

A I think I did.

Q After Mr Pray told you "I can't pay the note if I give it," didn't you go in and see if they would pay when he had funds there?

A I don't remember.

Q But you did see Mr Andrew Mc Kenney?

A Yes, sir.

A And had some conversation?

A Yes, sir. I merely asked if Mr Pray was in.

Q Can you state any further conversation?

A I can't remember.

Q Have you at any other time seen Andrew Mc Kenney?

A Yes, sir, I have numerous times.

Q Did you see Mr Andrew Mc Kenney the morning after you were arrested on this charge?

- A I did
- Q What conversation did you then have?
- A I don't remember what it was. I told him I had been arrested.
- Q Don't you remember any part of the conversation?
- A I can't. particularly
- Q Can you tell your object in going to see him?
- A There was no very particular object. I called on him as I called on other of my friends.
- Q How long have you known Mr Andrew McKenny?
- A Five years.
- Q How long previous to this last call had you been in his office?
- A I can't remember.
- Q Had you been there prior to signing the note, or the arrest?

- A I can't remember.
- Q Will you swear you weren't there?
- A I don't remember.
- Q You say you were introduced to Mrs Pray?
- A Yes, sir.
- Q How long before had you known her — Miss Locke?
- A Personally?
- Q By sight?
- A A month.
- Q How long was the family in the habit of trading with you?
- A I don't know.
- Q Had they bought articles previous to that?
- A I don't know.
- Q Hadn't they bought soda water?
- A I don't know they might.
- Q You did not know them personally?
- A I never saw them.
- Q Did you write some letters to Mr Pray?
- A When?

Q In general about payment of this note?

A I wrote one letter

Q Give us — Can you tell us what you wrote

Court Produce the letter.

Q Did you ever make any attempt to collect the note?

A I have asked him.

Q On what occasion?

A I remember going to Mr Pray's house in the summer of '99 to let me have some money on the note.

Q What did he tell you?

A He said he couldn't, he hadn't the money

Direct

Q Did you ever take any measures, or take proceedings through an attorney to collect the note?

A I did, Sir,

Q When was that?

a The last of October.

Q And through whom did you take your proceedings.

a Through Mr Schwab.

Prop 2

Q Did you attempt to collect this note of Mr Pray at any other time at his house.

a No, sir.

Q Were you in debt at the time when Mr Pray gave the note.

Q Did you tell Mr Pray you were in a fix for money?

a No, sir.

Q Did you tell Mr Pray you needed money?

a No, sir.

Court - Suppose he did?
You can't assume the intent.

Prop 2

Q Is Mr Henry Schneider your tailor?

- A No, sir.
 Q You say you kept an account.
 A Yes, sir.
 Q What does that mean?
 A You ask if he is my tailor,
 I buy my clothes all
 ready made at another
 store

Court - He has an
 account on your books,
 run by Pray and you gave
 him credit for \$101.75

Witness - Yes, sir.

Exp 2

- Q Did you send to Mr.
 Schneider's store during
 the month of November
 and get a bill from
 him?
 A I sent and got a
 copy of the items on this
 book.
 Q The bill is credited to
 Mr Schneider.
 A Yes, sir.

24

Q Did you go ~~too~~ Mr Schneider's with Mr Pray?
 A Mr Pray went, and I went finally.

Q What did you say to Mr Schneider?

A Mr Schneider asked if I would go credit for Mr Pray and I told him yes.

Q Did you tell Mr Schneider to make the goods to you, to your account?

Mr Fullerton - It does not make any difference. Pray got the goods.

Exhibit 2

Q Did you ever get any receipt from Mr Pray for the \$10 a month you paid?

A No.

Q Any receipt from this woman you hires the house?

A No.

0057

25-

Q Did you ever hire any house?

A I never heard any house.

Q But you paid Mr Pray \$10 a month.

A As I said before.

Q When?

A When it became due, he drew the money and paid it.

Q Have you got any other account against Mr Pray except what is on the book.

A No.

William Hecks - sworn -

Direct

Q Do you live with Dr Sayre?

A Yes, sir.

Q How long?

A Nine years.

Q Have you ever taken any thing to Mr Pray, you may state what you took, and when it was you took it.

A Yes, sir, Mr Sayre sent me down to The Sturtevant house to Pray, and sign the note, and he told me to tell him to come down to his office

Q Can you read?

A Yes, sir.

27

Court - Would you know this note if you saw it?

a I cant tell you.

Mr Fullerton - It was in a letter, and Mr Pray told him to go to his office at 11 o'clock.

Witness - Yes, sir.

Q And you told that to Mr Sayre?

a Yes, sir.

Comp 2

Q Do you know what was in that envelope?

a No.

Q Was it in an envelope?

a Yes, sir.

Q How do you know it was a note?

a I know it was, I saw it.

Q Can you read writing?

a Yes sir

Witness is asked to read

0060

28

the note. He makes
out New York.

Witness - I can't read it all.
Q Where did you take
this envelope?
A To the Sturtevant house.

29

Warren Sewell. sworn

Direct

Q Are you acquainted with Mr Pray?

A Yes, sir.

Q Did you ever have a conversation with him about business?

A Yes, sir.

Q When was it?

A In the year '96, I engaged him in business.

Q What did he say of Mr Sayre?

A He always spoke very highly of him. It was through Mr Sayre that I engaged him.

Q I want to call your attention without making it a leading question, what was said.

A After Mr Pray was done

working for me, he came to my place and asked if he could stop. I said Yes, Sir, and you can have a room, and something to eat without charge. and he said Mr Payne would do the same thing, but he might learn something

Conf &

Q Did you ever see Mr Pray at the Central Park Garden?

A Yes, Sir.

Q Mr Payne.

A He was up two or three times

Q Did you have any conversation with him?

A I might have it in a general way, I don't recollect anything in particular.

Q Did you have any conversation about Pray coming from the Central Park Garden, and coming to work for him.

0063

31

- a No, Sir.
- Q Do you remember Mr Sayre asking you whether you felt hurt, if he took him from you.
- a No, Sir.
- Q What is your business?
- a I keep a hotel?
- Q Where?
- a Forty-fourth and Sixth Avenue.

Thomas A. Slocum swornDirect

Q Do you know Mr. Sayre and Mr. Pray?

A Yes sir.

Q State if you were present at an introduction to Mr. Sayre.

A It was during the warm season, Mr. Pray brought a lady in the store and introduced her to Mr. Sayre.

Q How did he introduce her?

A He introduced her as his wife; a few minutes after he introduced her to me.

No Cross Examination.

0065

TORN PAGE(S)

Court. Is there any one here that heard him go in and make threats.

Counsel for Mr Pray - I believe there is a witness that heard Mr Pray say to Mr Sayre, "go in and do your worst," and that he went in.

Court - you can't assume any thing.

Counsel - That is a question for the jury.

Court - That would be thrown out by a jury. You have had time to make out your case since the 10th of November. I will take the record and look over it, and will decide if a further hearing is necessary for the prosecution.

0067



Leo
v
Pray

My Dear General

There are important
evidence in this case which goes
over to Sept. 1st. Will you please see
that there are specially cared for.

Yours
E. V. L.

0068

New York, Nov 22nd 1879

Mr. E. E. Pray

LARGE ASSORTMENT
OF
Cloths, Cassimeres,
AND
VESTINGS.

To HENRY SCHNEIDER, Jr.

MERCHANT TAILOR,

824 SIXTH AVENUE.

76 Sep 11	To bias Cassimere Suit	60 00
14 "	Rep + Dressing Pants	75
77 Jan. 13	" Scouring + Rep. Pants	1 50
Apr. 3	" Dressing coat	75
24 "	Cassimere Suit	35 00
June 22	" Scouring + Dressing Pants	1 25
Sep 3	" Rep. + Dressing Pants	1 00
March 12	" Buttons to Coat	25
"	" Rep + Dressing Pants	1 25
		\$101 75

Recd Payment
from Mr. S. H. Payne

Henry Schneider.

0069

Gift Exhibit "a" 79
Nov 22
J. J.

0070

72 W. 45th St.
N.Y. Jan 28-1881.

Mr. E. E. Pray has been under my professional care since Jan. 9th. Since Jan 23rd, he has been confined to his room, and during the greater part of this time to his bed. In my judgement he has not sufficiently convalesced to risk leaving his house today.

J. A. Katzenbach, M.D.

Given to be for me
this 28th day of January A.D. 1881
Benjamin A. Hoffman
Notary Public
New York Co 125

0071

City & County of
New York

188

People
or

Pay -

To the full in Adva-
nce except on my
order -

J. F. T. adva

0072

GOLD, BARBOUR & SWORDS, BANKERS,
DEALERS IN GOVERNMENT SECURITIES,
STOCKS AND BONDS ON COMMISSION,

Pray

No. 92 Broadway,

New York, February 24/80

How Best to Help

Dear Sir District Attorney

We desire to ask your permission
for Mr. E. E. Pray to leave this City & State
for a short absence. We are interested in
a matter which requires the attention
and knowledge of the gentleman in
question just at present, & for whom
we cannot substitute any one else.

We shall require him to be absent for
from 12 to 15 days at the expiration of
which time you may rest assured he will
return. We will esteem your kindness &
a great favor remain (Oblige by an immediate
reply.)

Yours Respectfully

T. Barbour
Gold Barbour & Swords

over

0074

The People

vs
Theodore H. Sayer

South District

Police Court

Nov 22 1879

E. J. Pray of
 No 203 West 46th Street
 being duly sworn deposes
 and says: I am the
 complainant in the case
 against Thos. H. Sayer of
 814 South Avenue. In
 March 1878 Mr Sayer had
 a conversation with me
 at 31 Broad Street, mid-day.
 In the latter part of March
 I went into 31 Broad Street
 of Warren Hard & Co. Mr
 Sayer was there when I
 went in. We sat down
 together. He spoke about
 the office and said, "You
 are making money here
 Pray." He then went
 on to say, "Pray I'm in
 an awful fix for money,
 I owe ten or four
 thousand dollars, and
 I have been a good friend

to you in times past you
 are now making plenty
 of money, and I want
 you to 'keep me out.'
 I said "I am not in
 a condition now to do
 any thing of that kind,
 and have never had
 any settlement of my
 account with you." He
 said "you are making
 plenty of money, you have
 got to help me." I
 said "I can't, and
 if I wanted to, I could
 not." He said "you
 have got to, I will
 make you, you can
 afford to give me one
 thousand dollars to
 keep my mouth shut"
 He said if some men
 had you in their power
 they would squeeze you
 to the last drop you
 had in you. I told
 Sayre it was impossible
 to do any thing for him
 and turned away from

him. I said to him the only money I had here with Warren Hard & Co is on a margin, and I cant draw any more money, and if you think you can frighten me into paying any money you are much mistaken. He (Sayre) then took a piece of paper from his pocket and said the least you can do is to sign this - it will help me out. The amount was less than what he first demanded of me, and he said if I would sign it he would take his chances of collecting it of Warren, Hard & Co. that he would see Mr Mc Kenney whom he knew and have him accept it if he would. He said if Mc Kenney would accept it he would take the chance of

Collecting it when my
 stocks advanced. I
 told him I would do
 nothing of the kind. He
 got angry and said if
 I did not sign the
 note he would go to the
 private office of Warren,
 Hard & Co, and he would
 blacken my character
 and ruin my financial
 standing. I said what
~~can~~ you say? He said
 I can tell them you
 seduced a young lady
 you was engaged to and
 then threw her off. He
 said Pray you think
 I gave you back all
 those letters. But you
 are very much mistaken
 if you do. I have one
 of those letters now. He
 said he would tell Warren,
 Hard & Co that I was a
 man of vile character
 and a frequenter of
 houses of ill fame
 and that I could choke

0078

5

4

between signing the note or
have him do that. He
said he would ~~drive~~
me out of my office in
New York, or in any decent
society that I felt my
foot in. I said to him
"You villain, you can go in
and do your worst," and
then turned and left
him. He threatened to tell
Warren, Hard & Co I was
untrustworthy, and a thief
and dishonest and un-
worthy of confidence, socially
or otherwise. I saw him
shortly after, and he said
Mc Kenney agreed to pay
the note when there was
a balance there. I asked
him who he saw, and he
said Mc Kenney the head
of the firm. He said he
only asked Mc Kenney if he
would pay the note when
I had a balance. Warren,
Hard & Co were my bankers.
I had a credit there. I

6

Then signed the note. (There was no money consideration for it). At the Steubant house, during or about the month of April 1878, Lays called on me. He said you say you can't let me have money, but you can afford to live at first class hotels. I gave you money when you were sick and kept you. I want you to pay that note now. (I told him I never would pay it). He said if I did not he would publish to the guests of the house that I was a villain and a thief, and about the same he threatened to tell Warren, Howard Hogg and that he would advertise me as a scoundrel to the guests of the house and ruin me in any way he could. When he was about to leave he asked me to let him have part of the

He acknowledged
offering to pay in
money & stock

0080

7

money. I told him I would not pay any thing. I don't remember if he wrote me any letters about this matter. At the time I did not come to Mr. Sayer any money, he owed me money. In March '79 he called me into his store and said I hear you are engaged to be married and now I want the note settled up, if you don't pay it I will go to Gen. Lockie's family and tell them I was a seducer. Before that in the store he said "You are a nice subject for decent society, aint you?" If you don't pay the note I will tell Gen. Locke you seduced a young lady you was engaged to and then threw her off, and that I was not fit for decent society, and that I was ~~a~~ notoriously vile lover.

Crop 21 I was in Sayer's employ

00001

B

7

I went there some time in '76
 as book keeper and clerk generally.
 I remained there until about
 Oct 1877. (I did not owe
 him any thing when he
 got the note). I owed
 him money before I entered
 his service. I paid him
 by my services. I had
 only a verbal contract
 between us about my
 services. There was no
 definite price stated. He
 only said I would be
 worth more to him than
 any man he had ever had.
 I drew no money there. I
 opened an account there
 and charged myself with
 money I drew while there.
 I can't say how much
 money I drew. (I kept
 the accounts and they were
 right. I acknowledged the
 account by affixing my
 signature).

2

Will you state to John Smith
 why you said nothing about
 wages when you left, and

- Why you acknowledge the account to be correct by affixing your signature?
- Q Because I supposed it to be correct as I had kept the books myself, and did not say anything in particular about wages to Mr Sayer. He said you are getting along well enough now and just let your account stand for the present, I am going to work out and go if necessary behind the counter myself and put up prescriptions.
- Q Have you now stated all that took place between you and Mr Sayer at the time you affixed your signature to the account?
- A I don't know but I have, and I don't know that I have; I don't recall anything else said at the time.
- Q At what time did you owe a tailor's bill on 6th Avenue?

Q Mr Sayre had become my surety and had ordered the bill sent to him, which was done. It was about \$100. I think the amount of bill shown is correct. I don't remember if I charged the amount of the bill in the ledger as money received by me. The signature on the note shown is mine.

Q What is your age?

A I was 30 my last birth day.

Q Will you now state to the Magistrate, why you and when you left Mr Sayre's employ, and acknowledged a claim in writing of \$44.76 why you did not bar something to him, or why you did not have some entry made in his books showing what was due to you if any, as well as showing what was due to him for advances to you

A I presume the reason was that I have always been

very negligent in doing business my way

By Court

Q Did you ever when in Sayre's employ receive any other money besides that charged in the ledger?

A I cannot say I did or did not. I took what I needed from time to time and that is all charged on the ledger.

Q Can you state what amount you received from June to Dec 1877 in cash?

A I cannot, but it is all charged on the ledger.

Q You have said that when he asked you to put your signature to that account you thought it was an extraordinary thing or some thing to that effect, what do you think he wanted your signature for?

A I did not think anything about it.

Q Did you not suppose he wanted it as an evidence as to the amount of money you owed him?

A I did not think anything about it, I can't tell.

Q When you left and he was trying to find out how the account stood, you did not ask him how the account stood?

A Because I was doing well and had made money, and did not want to fuss him.

Q Then when you left you did not know if he owed you money or you him?

~~Q~~ A I thought upon settlement Mr Sayre would owe me about \$800.

Q Did you ever tell anyone that Mr Sayre had offered you a place in his store to learn the business for your board and you had accepted it.

A Never, Sir. I was very angry when he called

on me at the office in March.
I was not married. I
was married on March 20th '99.

Q How many times had Sayer
called before that and
made threats?

A Twice before I was married.

Q He threatened to expose
you to your father in law
did he?

A That was made at Mr
Sayer's store, first before
I was married. I told
Sayer he might go - I
was not afraid of him
but it annoyed me. After
I was married I don't
think I introduced my
wife to Mr Sayer. I
won't say I did not.
I took her to the store
once or twice. I bought

something for my wife.
I don't know if she had
any thing charged or not
Q You say after Mr Sayer had
called you a thief, a
scoundrel, a vile person

a seducer, had threatened to ruin you when you were doing business, to blacken your name and destroy you, to expose you to your contemplated father-in-law, that you took your wife to the store of that man and traded there. is that so?

A That was so, ~~and after~~
~~he got that note~~

Q After that note was obtained by Sayer from you did you offer to assign to him some certificate of stock as collateral security?

A I did Sir;

Q What certificates of stock did you offer?

A I think they were of the Wyandot Consolidated Gold & Silver mine.

Q When was it you offered him them?

A I can't state when or where they were offered, I can't even give an impression where I was

I don't know know if it was a Sayre's store - it may have been.

Q Did you at the time regard the certificates as of any value?

A I don't remember what my opinion was as to the value of the stock.

Q Did you regard them as of any value?

A Yes, sir, if they were of the Wyandot stock.

Q What did you regard it worth in July '78?

A I don't remember what I regarded it worth at that time. I looked upon the property as being exceedingly valuable and I held a lot.

Q Did you regard it of sufficient value to meet the amount of the note?

A I don't know that I offered him any particular amount of stock.

Q In order to induce him to take a collateral, did you not ask him to go down to the office of the

company and ascertain its value."

Q I don't know if I did ask him or not, I don't recollect. I say no, I did not ask him to go down there.

Q Who ever in the room the last of March '78 when he presented the note to be signed.

Q I don't remember I was very much excited at the time

Q Were not some of the employees in the room?

Q It was in the passageway and some of them may have passed up. There were seats in the passageway. I was sitting probably about 5 feet from the private office & 25 feet from Mr. Parvins office. The book keepers desk was about 8 or 10 or 15 feet away. There was a partition running up above our heads, between

The Cook Rupert & co.
 Did any one hear the conversation?
 I judge some of the people
 did. The nearest one to
 as I don't remember. I
 can't state who were in
 the office, as I don't
 remember the name of
 a single person that was
 there in the hearing. Mr
 Mc Kenney was not in
 sight to my recollection.
 I can't say how many
 times I have been in
 Sayre's store since the
 conversation about the
 note. When I did go
 it was to buy something
 and because my wife
 advised me to. I had
 told her about the
 difficulty between us.
 I dropped in there to keep
 him from saying anything
 against me. The
 note shown to me is the
 note presented to me at
 Warren, Hard & Co. Mr Sayre

- did not tell me it was made out for the exact amount of the account of his books under my signature. The note is in Sayre's hand writing.
- 2 Why did you not ask him why he made out the note for just this amount?
- a I did not examine the note. He has made several attempts to collect it. I received a note from Mr Schwab asking me to pay the note. I did not conceive the idea of proceeding criminally until I got the letter from Schwab. I was not asked to sign the note by any one else. The coloured boy in the store did call on me with a written note from Mr Sayre. I don't remember where it was I don't remember if it was a note or verbal message.

19

10

I think he came to Hard
 officer to see me. I did
 not get it from William
 at the servant house.
 and never took any of it off.
 He never brought a note
 to me, and I did not
 keep it and show it to
 Sayre afterward. I can't
 say I did not send
 Sayre a message by the
 colour boy and Mr Sayre
 did not come to see me.

Re direct - I don't know why
 I put my name to
 this account unless it was
 because he said he
 wanted me to. I don't
 know if it was correct or
 not, the figures had
 been carried out but I
 did not foot them up to
 see if they were correct, &
 I signed it without knowing
 if it was correct. I
 went to Sayre at his
 request. He said I

would be a very valuable man for him. When I left he said you are not in need of money and I am hard up and you are making money down town by procuring patents, and I said let the account stand, he was going to keep his own books.

- 2 What did he state about your account with him?
- a The substance was to let the balance due me stand for a while as he could not pay them. I never offered Mr Sayre any collateral security for the note. I remember when Sayre threatened to go to Gen. Lock, he said if you cant pay that note you might make some settlement. He then said I understand you have a large interest in the Wyandot Mining Co & he said if you cant pay the note

Let me have some of that stock,
I can raise money on it. I
believe that is about all that took
place then.

By Court Look at pages 23- 44- 235-

* say if all the entries in
ink are in your hand writing?

A Yes, I believe they are in my
hand writing except the 60,
7402 are not in my hand
writing. The item for Bull-
entine 60 cents is not in
my hand writing. The footing
3.74 ²⁵ on page 234 is in my
hand writing. The words
"above account correct," are
in my hand writing; down
to my signature at the
foot of the page, all the
entries except 60 cents
for Bullentine 175 for
cash are in my hand
writing.

Martin Raymond of No 558
 Lexington Avenue being duly sworn
 deposes and says: I was at 31 Broad
 St. in March 1878. - I saw Mr Sayre
 there at the office of Warren & Hard. He
 was in conversation with Mr Pray
 they were talking but I did
 not hear any of the conversation.
 They were standing talking at the
 rear of the office. Mr Pray was very
 much excited and made gestures.
 Mr Sayre did not seem so, I
 did not hear any conversation
 I did not see that anything was
 occurring any more than in
 an ordinary way. I heard Mr
 profanely. I heard Mr Pray
 say - "I can't." I am under
 the impression Mr Pray had a
 piece of paper in his hand.
 My attention was called to
 the transaction on yesterday
 by Mr Pray who asked me
 if I remembered him being
 there.

Prop 2

0096

New-York,

March 11 1879

Mr. E. E. Pray

Bought of T. H. SAYRE,
CHEMIST,

Corner of Sixth Avenue and 46th St.,

And Corner of Sixth Avenue and 42d St.

1875

February	16	2	Prescriptions	1.60	3.00	1.00	25	5 85	
"	19	1	Cramp Kettle	5.00	3	Prescriptions	2.00	4.10	
"	"	"	Brandy	3.00	21	Prescriptions	1.50	1.00	14 25
			Credit Prescriptions returned						1.00
			Alcohol & Bottle						16 25
									1.15
									17 40
May	15	1	Prescriptions					50	50
April	8		Cod Liver Oil	1.00	Quinine Pills	50		1 50	
"	19		Comb	75	Nett's Eye Salve	20		95	2 45
"	21		Bottle Cod Liver Oil	1.00	20 Quinine Pills	50		1 50	1 50
			Cash					30 00	
			Cash					10 00	
			Cash					10 00	50 00
									71 85

Items from old ledger that go to make up
the sum of \$71.85 mentioned in bill.

0097

When Pray was in the store he was not
 subjected to any discipline and rules. He
 came and went as he chose.

[This can be proved by the boys in store.]

When he first came it was not expected
 he would remain more than a month or
 so. He hung on and on for nearly 18 mos
 10 July 1876. To Dec¹⁵ 1877

Mr. McDecker:

will swear that on a certain occasion
 he was going to the theatre with Pray.
 Pray drew 50¢. Decker said "you don't
 expect to get through on that do
 you?" Pray replied "I've got to go slow
 I must pay see this money back to
 Sayre. I only get my board and room
 here".

"Crabbed Age" Gt Opera House
 Pray's letter.

When Pray's signed up the above is correct
 Schneiders bill had not come. It came in
 in Jan'y afterwards.

0098

As to Pray's admissions

David Parker. night watchman

J. Wm Decker. of David H Decker & Son
wholesale grocers.
Whitehall St.

Dr A. B. Whitney. Dr. 514 St.

Wm Hicks. (porter) with Wain & Ingers

J. A. Slocum (Drugs)

Warren Sewell. now living in Indiana
formerly kept Thomas Garden &
6th Ave Hotel.

Main Charge

Theo H. Sayce.

Wm H. Damm.

J. A. Slocum.

Henry Schneider.
(Tailor).

Leary
(Shoes)

Mr E. E. Tracy

**Bought of T. H. SAYRE,
CHEMIST,**

*Corner of Sixth Avenue and 46th St.,
And Corner of Sixth Avenue and 42d St.*

I-I

1896.		And Corner of Sixth Avenue and 42d St.	
July	10 Cash ¹⁰ North Building ²⁰ 100 15 ⁵⁰ Cash ²⁰ From old ledger July 46 ⁷	71 85	71 85
	24 Cash ¹⁰ 100 20 20 20 20 20 20	20 65	20 65
August	1 Cash ¹⁰ 100 20 20 20 20 20 20	6 00	
	12 Cash ²⁰ 100 20 20 20 20 20 20		
	26 Cash ¹⁰ 20 20 20 20 20 20 20	29 11	89 21
Sept	1 Cash ²⁰ 20 20 20 20 20 20 20		
	10 Cash ¹⁰ 100 20 20 20 20 20 20	24 3	
	11 Cash ¹⁰ 100 20 20 20 20 20 20		
	16 Cash ¹⁰ 100 20 20 20 20 20 20	4 05	
	24 Cash ¹⁰ 100 20 20 20 20 20 20		
October	5 Cash ¹⁰ 100 20 20 20 20 20 20	4 18	
	11 Cash ¹⁰ 100 20 20 20 20 20 20		
	15 Cash ¹⁰ 100 20 20 20 20 20 20	5 61	
	24 Cash ¹⁰ 100 20 20 20 20 20 20	5 50	
November	1 Cash ¹⁰ 100 20 20 20 20 20 20		
	7 Cash ¹⁰ 100 20 20 20 20 20 20	3 90	
	11 Cash ¹⁰ 100 20 20 20 20 20 20		
	18 Cash ¹⁰ 100 20 20 20 20 20 20	3 90	
	24 Cash ¹⁰ 100 20 20 20 20 20 20		
December	1 Cash ¹⁰ 100 20 20 20 20 20 20	3 60	
	2 Cash ¹⁰ 100 20 20 20 20 20 20	3 20	
	12 Cash ¹⁰ 100 20 20 20 20 20 20	2 60	
	18 Cash ¹⁰ 100 20 20 20 20 20 20		
	26 Cash ¹⁰ 100 20 20 20 20 20 20	5 50	
	31 Cash ¹⁰ 100 20 20 20 20 20 20	1 00	
January	1 Cash ¹⁰ 100 20 20 20 20 20 20		
	9 Cash ¹⁰ 100 20 20 20 20 20 20	3 25	
	16 Cash ¹⁰ 100 20 20 20 20 20 20		
	20 Cash ¹⁰ 100 20 20 20 20 20 20	1 95	
	26 Cash ¹⁰ 100 20 20 20 20 20 20	1 00	
February	1 Cash ¹⁰ 100 20 20 20 20 20 20	2 45	
	13 Cash ¹⁰ 100 20 20 20 20 20 20	2 15	
	20 Cash ¹⁰ 100 20 20 20 20 20 20	9 50	
	27 Cash ¹⁰ 100 20 20 20 20 20 20	15 41 64	
		173 05	173 05
March	2 Cash ¹⁰ 100 20 20 20 20 20 20		
	8 Cash ¹⁰ 100 20 20 20 20 20 20	5 45	
	13 Cash ¹⁰ 100 20 20 20 20 20 20	3 10	
	15 Cash ¹⁰ 100 20 20 20 20 20 20		
	22 Cash ¹⁰ 100 20 20 20 20 20 20	3 10	
	29 Cash ¹⁰ 100 20 20 20 20 20 20	20	
April	1 Cash ¹⁰ 100 20 20 20 20 20 20		
	3 Cash ¹⁰ 100 20 20 20 20 20 20	8 40	
	11 Cash ¹⁰ 100 20 20 20 20 20 20		
	15 Cash ¹⁰ 100 20 20 20 20 20 20	3 15	
	16 Cash ¹⁰ 100 20 20 20 20 20 20		
	22 Cash ¹⁰ 100 20 20 20 20 20 20	5 50	
	26 Cash ¹⁰ 100 20 20 20 20 20 20	65	
May	3 Cash ¹⁰ 100 20 20 20 20 20 20		
	10 Cash ¹⁰ 100 20 20 20 20 20 20	11 55	
	15 Cash ¹⁰ 100 20 20 20 20 20 20		
	20 Cash ¹⁰ 100 20 20 20 20 20 20	23 64	
	25 Cash ¹⁰ 100 20 20 20 20 20 20	2 20	
June	2 Cash ¹⁰ 100 20 20 20 20 20 20		
	11 Cash ¹⁰ 100 20 20 20 20 20 20	3 75	
	15 Cash ¹⁰ 100 20 20 20 20 20 20		
	22 Cash ¹⁰ 100 20 20 20 20 20 20	3 45	
	28 Cash ¹⁰ 100 20 20 20 20 20 20	45	
July	1 Cash ¹⁰ 100 20 20 20 20 20 20		
	8 Cash ¹⁰ 100 20 20 20 20 20 20	5 00	
	14 Cash ¹⁰ 100 20 20 20 20 20 20		
	18 Cash ¹⁰ 100 20 20 20 20 20 20	3 60	
	18 Cash ¹⁰ 100 20 20 20 20 20 20		
	21 Cash ¹⁰ 100 20 20 20 20 20 20	10 1	
	25 Cash ¹⁰ 100 20 20 20 20 20 20	40 2	
Aug	2 Cash ¹⁰ 100 20 20 20 20 20 20		
	9 Cash ¹⁰ 100 20 20 20 20 20 20	12 5	
	14 Cash ¹⁰ 100 20 20 20 20 20 20	29 0	
	24 Cash ¹⁰ 100 20 20 20 20 20 20	40 7	94 95
		268 03	268 03

[illegible]

Sept	1	Cash	13	Do	100	3	Do	25		
"	4	Staguel	100	Cash					163	
"	5	Do	25	Do	270	11	Do	25	370	
"	12	Do	25	Do	10	11	Do	17	208	
"	18	Do	25	Do	19	Do	25	Cash	60	
"	19	Shaving	Shuck	75	Cash	100			250	
"	20	Cash	100	25	Shuck	100				
"	22	Do	25	Cash	320	Do	100		1176	
"	23	Cash	25	Do	25	Do	100			
"	26	Do	25	Do	25	Do	25		280	
"	29	Do	25	Do	25	Do	25		120	
October	1	Cash	100	25	Do	25	Do	25		
"	5	Do	25	Do	60	Do	25		255	
"	6	Do	40	Do	100	11	Do	100	233	
"	13	Do	100	Cash	25	Do	25			
"	15	Do	25	Do	100				245	
"	17	Do	100	Cash	25					
"	18	Do	100	Cash	25				213	
"	19	Cash	25	Do	25	Do	60			
"	24	Do	16	Do	100				2304	
"		Cash	25	Do	100	26	Do	100		
"	26	Do	100	Cash	25	Do	25		1291	
"	28	Cash	25	Do	25	Do	100		125	
November	1	Cash	25	Do	100	25	Do	100	250	
"	6	Do	25	Do	100	25	Do	100	262	
"	15	Do	25	Do	100	25	Do	100	192	
"	16	Do	25	Do	100	25	Do	100	298	
"	20	Cash	25	Do	100	25	Do	100	334	
"	24	Cash	25	Do	100	25	Do	100	210	
"	29	Sullivan	100						60	
December	1	Do	100	Cash	25	Do	100		402	
"	15	Do	100	Cash	25	Do	100		175	106 22

The above account is correct

E. E. Ray

Dec 15th 1877

F-2

1984

0101

OCT 14. 1881

Mr Russee

Dear Sir.

Enclosed please
find check.

To Pay:
bill of items, as they appear
on my book, and of which
I send you a true copy.
please add Schneiders
bill, and it make exactly
the sum the note is dra-
-wing for.

Yours
J H Gayre

Thos. A. Slocum. 6th av just above 81st
St in drug store

Testifies to hearing Prager ask numerous
questions of both accused: & saw
him sign his name to memorandum
of correctness of act. was also
present. also present at the
examination of Sigm & heard Prager
swear the note was without
consideration.

Dr W. H. Barnum. 127. W 42
was in court & heard Prager
testify note was without
consideration.

Wm Hucks. was Porter. in the
Sigm store & carried note
to the Prager ~~store~~ with signature

Warren Sule. 6th av & 44th St
Prager informed
Sule that he was about to
write for Sigm for room & board.
David Parker 820 or 822 6th av
S.W.M. Decker 41 W 46 St

0103

last two witnesses swear
that Pray told them he
was working for bond & more,

Leo Schwab 102 St. opposite
Jefferson Market; attorney
in whose hands Mr. Sayre placed
wire for collection agst Pray

A. G. Jerome, court stenographer
took evidence on the proceeding
agst Mr. Sayre

Fourth District
Police Court.

Dec. 30th 1879

Theodore E. Sayre
Ag
Edward E. Pray.

Before J. Sherman Smith - Justice

For complainant,
Messrs Fullerton and Schwal.

For Defendant,
John D. Townsend.

Prosecution:

Mr Townsend - I desire to state that the opportunity that was given on the examination here before when Mr Sayre was charged with the offense, was not as full as we would wish. We were not prepared to produce the witnesses. we

have on hand, therefore I ask the opportunity to have them examined.

Justice Smith - I will give all within reasonable limits.

Mr Townsend - I would also ask that the testimony and complaint be reviewed on which your Honor's opinion and decision were given

Justice Smith - So far as the review of the previous decision, which I shall give to it, it will be ^{very} strong evidence that I will change my mind.

Mr Townsend - I don't ask you to change your mind but we —

Justice Smith - I

will give the defence
all the latitude they
are entitled to; that
they require

Mr. Townsend - It would
be fair to state, that on this
question of perjury I am
informed that Mr. Pray was
never sworn in this case.

Mr. Fullerton - I
saw him sworn.

Justice Smith - I
swore him twice; that
must have emanated from
your client.

Prosecution
Thomas A. Slocum - Sworn

By Mr. Fullerton -

Q Were you ever in the employ
of Mr. Sayre?

A Yes, Sir.

Q During what period?

A I went there the 3^d day
of January '75, but I

was sick two months.

Q During that period, or any period was Mr Edward E. Pray in his employ?

A Yes, sir.

Q In what capacity?

A As book keeper.

Q There is a book, look and see if it is one of Mr Sayre's

(Book produced)

Q Look at pages 234 and 235, and see if it is an account kept by Mr Pray against himself?

A Yes, sir; it is in his hand writing.

Q In whose hand writing are the words "Correct?"

A Mr Pray's.

Q That is written by himself?

A Yes, sir.

Q And the account is?

A \$374 = 35-

Mr Bullerton - I offer this account in evidence.

Justice Smith - I think the page is marked with my initials.

Mr Fullerton - I read the evidence. The above is April 1877 and is written "Correct".

Q Do you know any thing of Mr Pray having anything of Mr Schneider?

Witness

A I know he got a suit there.

Mr Schneider's bill produced.

Judge Fullerton - The account is transferable from the right to the left?
A Yes, sir.

Mr. Townsend - Cross Ex

Q Did you testify that all that there is on that page is in the hand writing

- of Mr Pray?
- A No, I have not looked it all over. That is Mr. Sayre's writing at the bottom of the page.
- Q Now what does it say?
- A Schneiders bill of clothing paid by note of Sayre's
- Q Does it say when this is dated?
- A January 18th 1878
- Q Look over that account and see when the last entry was made by Mr Pray?
- A That is in Mr. Pray's
- Q The last of Mr Pray's what date?
- A 8th of December.
- Q Whose hand writing is that?
- A Edward E. Pray.
- Q What date is that?
- A December 15th.
- Q Whose hand writing is that in?
- A Mr Pray's also.
- Q Sure of that?

A Yes, sir. I saw it done myself.

Q There is the date of the 29th whose hand writing is that?

A Mr Sayre's.

Q Page 234 there is a pencil mark in whose hand writing is that penciling?

A I don't recognize it.

Q You don't recognize it as Mr Pray's?

A It looks like it.

Q Do you know when Mr Pray left Mr Sayre?

A Early in December or the middle.

Q You won't state positively, you can't state within five, six or ten days?

A I don't remember the date.

Q I will repeat, do you remember whether it was on the 15th of December or the 17th when Pray left.

A I don't.

Q You don't?

A I have heard it a hundred times.

Q Do you remember, that is only hearsay?

A It was December

Q It might be the 1st 5-6 or 20th?

A It might.

By Mr. Fullerton -

Q Did he leave before fixing his signature to that book account?

A He left when he signed that book; his business was settled up.

Mr. Townsend -

Q How do know of his not being in his employ?

A He did not work there?

Q He did not work after that time, that is all you know of his not being there?

A He left.

Q After he signed that account you did not

0112

See him at work in the Store?

A No, Sir.

Q Was it he there three times after the 8th of December and the middle December?

A No.

Q He left when he signed that book, that is all you know.

W. H. R. O. L. F. Thomas H. Bloom

A. G. Jerome sworn.

Mr Fullerton -

Q Did you take the testimony in a previous proceeding against Mr Sayre?

A Yes, sir.

Q Are the minutes correct?

A Yes, sir.

Mr Pray's testimony as given at the previous examination was read, as follows

" Mr Sayre had become very
 " sickly, and had ordered the
 " bill sent to him, which
 " was done. It was about \$100.
 " I think the amount of bill shown
 " is correct. I don't remember
 " if I charged the amount of bill
 " in the ledger as money received
 " by me. The signature on the bill shown
 " is correct."

Q Is that the bill that
one signed?

A I marked it

Bill \$101.75 - marked
Exhibit A put in
evidence

Judge Fullerton - 101.75 -
January 7th and the account
unsolved of \$374.35 -
make \$436.

Q Now at the time Mr
Oray testified to his
signature, was there
a note exhibited to him?

A Yes sir, I marked it, it
was for \$436.

Seems to be the same thing
5th day of July 1880

Addition to income

Mr Townsend - I have
no copy of examination.
I don't think they have made
out their case

Justice Smith - I
think they have.

don't think it constitutes it, in the mere swearing to what is not true. You have not proven malice

Justice Smith - I think there has been enough shown on the face of the papers.

Mr. Townsend - If the case is properly closed, we will ask a few days to consider what to do.

Justice Smith - You can have any reasonable time.

Mr. Townsend - Is it absolutely closed.

Mr. Fullerton - Yes, sir.

Mr. Townsend - Give me till to-day week

Justice Smith - I won't be on the bench.

0116

Mr. Townsend - It does not appear in this case but he sworn true. There is no evidence that he did not swear true.

Justice Smith - I desire to put him on his defense.

Adj'd to Jan'y 5th at
12 M. Harlem Police Court.

0117

~~Sheldon~~ E. Sayer

Ag
Edward E. Pray

Dec 30th 1879

Adjd to Jan 5th
at 12 M.

0118

W. Reid Gould, Law Blank Publisher and Stationer, 163 Nassau St., N. Y.

The People of the State of New York, TO
*T. Sherman Smith Esqr. one of the
 Police Justices in the City of New York*

CERTIORARI
 TO CERTIFY CAUSE OF
 DETENTION.

WE Command you, That you certify fully and at large to *Hon Charles*
Dorchester one of the Justices of our Supreme
 Court or to such other of our Justices as may be
 holding chambers at the chambers of our Supreme Court in the Court House in
 on *Tuesday the 6th day of January instant at 10 o'clock A.M.*
 the day and cause of the imprisonment of

Eduard Everett Pray

by you detained ; as is said, by whatsoever name the said *Pray*

shall be called or charged ; and have you then this writ, *And until the further order of said Court*
let all further proceedings upon your part be stayed.
 Witness, *Hon. Abraham R. Lawrence*, one of the Justices of our Supreme Court
 the *3rd* day of *January* 1880.

Townsend & Weed
 Attorneys
 for Mr. Pray.

William A. Butler Clerk.

Writ. denied
Jan. 9th 1880

The return made
to the writ of Certiorari
is that an indictment
was found
in this case on
the 8th of January
1880 in the Court
of General Session
of the Peace held in
and for the City &
County of New York
Dated then 7th of
January 9. 1880.

without stopping to pay exact fine
and without giving any bond
The writ.

By J. K. Phelps,
Dist. Atty.

Quoted. In the case the
people did not complain and
they obtained delay to avoid
return and to obtain an
indictment as that would
render a decision in the
matter here useless.

N. Y. Supreme Court.

In the matter of the
application of Edward B.
Pray for a Writ of Cer-
tiorari

to
F. Sherman Smith Esq,
a Police Justice of the
City of New York

Writ of
Certiorari

Townsend & Weed,
Edward B. Pray
Attys for Petitioner
32 Park Place, N. Y.

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

Edward Everett Ray being duly sworn says; That in the month of March 1898 he wit on the 28th day of said month over Theodore H. Sayre doing business at No. 814 Sixth Avenue in said City, did, on said day aforesaid at No 31 Broad Street in said City, unlawfully, by threats and without consideration, procure, and by verbal threats made against this deponent by the said Theodore H Sayre procured and obtained of this deponent, deponent's promissory note payable on demand in writing for more than the sum of Four hundred dollars ~~for~~ ^{or} ~~for~~. That said Theodore H Sayre threatened this deponent that unless deponent signed his ^{the deponent's} name to the said promissory note as aforesaid there and there, he the said Theodore H. Sayre would go to Warren Hard & Co bankers and brokers in said City, and blacken deponent's character and destroy his (deponent's) moral and financial standing. That said Theodore H Sayre told deponent, that he the

deponent was making lots of money and could easily afford to pay him the said Theodore H. Sayre one thousand dollars to keep his said Sayre's mouth shut.

That said Theodore H. Sayre threatened this deponent that unless deponent signed said promissory note as aforesaid, said Theodore H. Sayre would go to said Messrs Warren Hard & Co and defame this deponent; that he would say to said Messrs Warren Hard & Co that this deponent was a man of vile habits, was a frequenter of houses of ill fame and that deponent was a man unfit for the society of decent people. That said Theodore H. Sayre told deponent that unless deponent signed said note immediately, said Theodore H. Sayre would go to the said Messrs Warren Hard & Co, and tell them that this deponent was a person unfit to be trusted with any business affairs and that this deponent had seduced ~~a young lady~~ ^{a young lady} to whom this deponent was formerly engaged to be married.

That this deponent was

at said date engaged in the purchase and sale of mining stocks and was greatly interested with the said firm of Warren Hard & Co in the purchase and sale of such said stocks, and that by reason of deponent's fear, lest the statements of the said Sayre though absolutely false unfounded, untrue and malicious, would tend to injure deponent's relations with the said firm of Warren Hard & Co, deponent was induced to, and did sign said promissory note as aforesaid. That said note was without any consideration and that said Sayre, as this deponent believes made use of said threats as a means of extortion and blackmail.

That in the month of April 1878. said Theodore H. Sayre called to see this deponent at his residence at the Sturtevant House corner of 29th & Broadway in said city, and told deponent that unless he (the deponent) paid to the said Theodore H. Sayre the amount of the said note he would pub

list him to the guests of the said house as a villain, a seducer and a thief and said Theodore H Sayre further said that he would drive the deponent from every decent house wherever he might go if deponent did not immediately pay him the amount of the said note.

Deponent further says that in the month of March 1879 said Theodore H Sayre pressed him the deponent for payment of the amount named in said note, so given as aforesaid and called deponent into his place of business at No 814, 6th Avenue in said city and demanded payment.

That this deponent refused to pay said note; that the said Theodore H Sayre then said that unless deponent did pay the said note he the said Sayre would go to the family of Gen Frederick T Locke, to whose daughter deponent was then engaged to be married and would say of deponent that deponent was

0124

a notoriously evil liver; that he
was unfit for the society of decent
people; that deponent had ser-
duced ~~a young lady~~ to
whom deponent had been previously
engaged to be married
And further deponent saith not

Edward Everett Gray
 sworn to before me
 this 10th day of November
 1899. ~~John J. Thomas~~
 Notary Public

James J. Smith

Police Justice

Warrant

~~State of New York~~

People ex rel. Edw. C. Gray

vs.

Theodore H. Sawyer

Affidavit

Compt. - Charles F.

Prothonotary

For W.D.C.

Law School for Capt.

Bates & Graham
Attys for Relator.

No 92. D. W. C.
N.Y.

The People

vs.

Sawyer

The former

being under
bond also

not that

that I

would to

interfere in

this matter

especially

as they

examine

(2)

has been

set down

for the 17th

inst. by the

police bureau.

and

The accuser.

ment does

not seem

to be for him

unreasonable

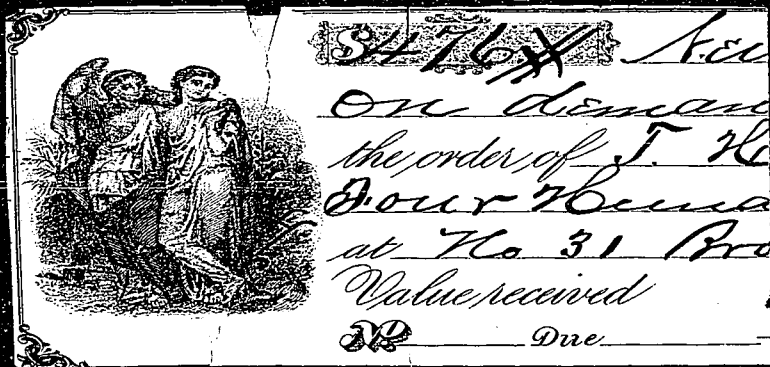
times.

My

Jan 14th 1879

0126

New York March 26 1878
I after date I promise to pay to
Mr. Sawyer
the sum of Seventy Six Dollars
ad St. New York City.
O. O. Gray



Police Court Fourth District
In and for the City of New York

The People ~~now~~ the
complaint of
Theodore G. Sayre.
agst.
Edward E. Pray.

State of New York } s.s.
City and County of New York.

Theodore G. Sayre
of No. 814 Sixth Avenue being duly sworn
doth depose and say as follows: Sometime
in the month of July in the year 1876,
Edward E. Pray went into my employ-
ment under a contract made with me
to receive his board and his room rent
for the services that he might render as
my bookkeeper until he could obtain
another place, and he was to receive
nothing beyond what I have named.
In pursuance of said agreement, he
entered into my employment and re-
mained until the 15th day of Dec.
1877, when he left. During his employ-
ment with me as aforesaid he was

permitted to and did draw money and merchandise for his individual use to the extent of Three Hundred and Seventy Four and ²⁵/₁₀₀, (\$374.25) Dollars all of which he entered upon the books in his own handwriting. During his stay with me I became his security for his tailors bill, and the bill was afterwards rendered to me for the sum of One Hundred and One and ⁷⁵/₁₀₀, (\$101.75) Dollars. When he was about to leave my employment he footed up the amount of money and merchandise which he had had amounting to the said sum of Three Hundred and Seventy-four and ²⁵/₁₀₀, (\$374.25) Dollars, and then and there with his own hand wrote these words, and signed the same in his own proper hand

"The above account is correct"

Dec. 15th 1877.

E. E. Pray.

Afterwards the tailor presented his bill to me, which I paid and which the said Pray acknowledged to be correct. I added said tailors bill to the amount of money and merchandise, which he had

374.25
101.75
476.00

drawn from me, the two summe amounting to Four Hundred and Seventy-six Dollars, and drew a note therefor and sent it with my servant to the Sturtevant House, where the said Pray boarded, with directions to have it signed and returned to me. The said servant returned stating that Pray desired to see me at 11 o'clock at his office. I went to his office by reason of said request, and Pray then and there signed the said note, which said note is in the words and figures following.

476. *New York March 26th 1878*
 On demand I promise to pay to
 the order of J. H. Payne
 Four Hundred & Seventy six Dollars
 at No 31 Broad st. New York Ct
 Value Received *E. E. Pray*

^{Due} The said note being for the exact amount then due me as herein before stated and as the said Pray acknowledged. I afterwards placed the said note in the hands of my attorney for collection, and a note was written by him to said Pray

requesting the payment thereof. After he received said note from said attorney the said Pray made a complaint against me before the Hon. F. Sherman Smith a Police Justice of the City of New York having jurisdiction of the offence in the said complaint contained, charging me with having obtained the said note by threats, contrary to the statute, and then and there made oath to the said complaint before the said F. Sherman Smith, who had jurisdiction of the said complaint and competent authority to administer the said oath.

That the said F. Sherman Smith then and there issued a warrant based upon said complaint for my arrest, and I was afterwards arrested and brought before the said Police Justice to be dealt with according to law. That an examination was then and there had before said Justice when the said Edward D. Pray was duly sworn by said Justice who had jurisdiction of the subject of said complaint, and competent

authority to administer said oath to tell the truth, the whole truth and nothing but the truth, that being so sworn the said Pray did swear and testify on said examination that the said note so obtained from him by me was wholly without consideration. That said evidence so given was knowingly, wilfully, and corruptly false, and in giving the same the said Pray knowingly, and corruptly committed wilful and corrupt perjury.

Sworn to before me

this 18th day of Dec. 1891 The same to Sayre

State of New York
 City and County of New York } s.s.

Thomas A. Slocum of said city and county being duly sworn says that he resides at N^o. 253 West 41st Street in the City of New York, and is by occupation a druggist.

Deponent further says that he is acquainted with one Theodore H. Sayre, a druggist doing business at N^o. 814 Sixth Avenue in said city, and that this deponent has worked as drug clerk, for said Sayre for a period of Four years and nine months, commencing on or about the 1st of January 1875, and ending sometime in and during the latter part of October last.

Deponent further says that during his employment, as aforesaid, he became acquainted with one Edward E. Pray, who was also in the employ of said Sayre, and in the capacity of bookkeeper.

Deponent further says that he remembers on or about the 15th day of December 1877, the time at which said

State of New York
 City and County of New York } s.s.

William H. Barnum of said city and county being duly sworn says, that he resides at No. 127 West 42nd street in the city of New York and is by occupation a dentist.

Deponent further says that he was present at an examination before the Hon. J. S. Smith one of the Police Justices in this city, held on the 2nd day of November last in which one Edward E. Pray was complainant and Theodore St. Sayre was defendant, that this deponent heard them and there, the said Pray testify that a certain promissory note bearing date March 26th, 1878 for the sum of Four Hundred and Seventy-six (\$476) Dollars was obtained from him said Pray by said Sayre without consideration at the office of said Pray, No. 31 Broad Street, in the city of New York. And I further swear that I heard the said Pray testify at the time above referred to that the tailor's bill for one

Hundred and One and $\frac{75}{100}$ Dollars
 (\$101.75) which was added to the above
 sum of Three Hundred and Seventy-
 four and $\frac{25}{100}$ Dollars (\$374.25) making
 the amount of said note ~~four~~ for
 Four Hundred and Seventy-six
 (\$476) Dollars, was correct and that
 the said Sayre went his security
 for and paid the same.

Shown to before me

this 18th day of Dec. 1879 William H. S. S. S.

William H. S. S. S.

0135

Police Court, Fourth District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Theodore H. Sayre

Edward C. Pray

Pray

Offence,

Dated Dec 22^d 1879

Ernest H. Magistrate.

Officer.

Clerk.

Witnesses,

\$500 for Exp Dec 30/10 or call

Monday Jan 5 at 12

o'clock at Harker

Received in District Atty's Office

SAILED,

No. 1, by

Residence,

No. 2, by

Residence,

No. 3, by

Residence,

No. 4, by

Residence,

No. 5, by

Residence,

No. 6, by

Residence,

State of New York
City and County of New York ss.

The jurors of the people of the
State of New York in and for the body
of the City and County of New York
upon their oath present:

That heretofore on the ^{10th} twenty-second
day of November in the year of our
Lord one thousand eight hundred and
seventy nine at the City of New York in
the County of New York aforesaid Edward
E. Pray ^{appeared in person & John H. ...} before Francis Sherman
Smith who was then and there a police
justice of the City of New York in the
County of New York aforesaid and ^{they}
and there upon ^{the} ^{of the 11th day 22/75} ~~his~~ oath, charged one
Theodore H. Sayre who was then and
there present, by an affidavit and
complaint in writing of the said Edward
E. Pray ^{New York City & Co. of} before the said Francis Sherman
Smith as such police justice as afore-
said ~~in substance and effect with~~
having ^{among other things} at the said City of New York
in the County of New York aforesaid
~~and on the twenty fifth day of June~~
threatened to verbally communicate and
publish statements injurious to the personal
reputation and business standing of

W. ✓

seventy six dollars at No 31 Broad Str
New York City

Value received

E. E. Pray

was wholly without consideration

And the jurin aforesaid upon their
oath aforesaid do further present

That the said Edward E. Pray
on the said twenty second day of November
in the year of our Lord one thousand and
eight hundred and seventy nine at the
said City of New York in the County of
New York aforesaid upon such exa-
mination and inquiry into the charge
aforesaid ^{that there appeared as of this case a witness to Francis Sherman} was in due form of law
sworn by and did take his corporal
oath before him the said Francis
Sherman Smith as such police justice
as aforesaid to tell the truth the
whole truth and nothing but the truth
touching and concerning the charge
affidavit and complaint so made as
aforesaid ^{on the occasion before} (he the said Francis Sherman
Smith as such police justice as aforesaid
having ^{then there} full and competent power and
authority to administer ^{the said} oath to
him the said Edward E. Pray in
that behalf) and he the said
Edward E. Pray being so duly sworn

as aforesaid, he the said Theodore H. Sayre being then and there present, did falsely, wickedly, feloniously and corruptly say ~~and~~ swear depose make oath and testify among others in substance and to the effect following that is to say: That the note then and there shown to him (the ^{aforesaid} said note ~~being~~ ^{was in his hands} then and there shown to him and he the said Edward E. Pray the said ~~note~~ meaning thereby) was wholly without consideration.

Whereas in truth and in fact the said note was not wholly without consideration but was made and given by the said Edward E. Pray to the said Theodore H. Sayre for the consideration of merchandise received and obtained from the said Theodore H. Sayre by him the said Edward E. Pray and money received by him the said Edward E. Pray from him the said Theodore H. Sayre and money expended by him the said Theodore H. Sayre for him the said Edward E. Pray to the full amount of said note as he the said Edward E. Pray then and there well knew.

And the jurors aforesaid upon their
oath aforesaid do further present.

That he the said Edward E. Gray
on the said twenty second day of
November in the year of our Lord one
thousand and eight hundred and seventy
nine at the City and County aforesaid
before the Honorable Francis Sherman
Smith, ^{Esq.} such police justice as aforesaid
(he the said Francis Sherman Smith
having then and there ^{as such police justice as aforesaid} full competent
and lawful power and authority to
administer the said oath to him the
said Edward E. Gray) of his own
act and accord feloniously wilfully
wickedly maliciously and corruptly did
commit wilful and corrupt perjury
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

Benj. K. Phelps
District Attorney