

02 19

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Backer, Abraham

**DATE:**

11/25/91



4192

POOR QUALITY  
ORIGINAL

0220

97.00  
22.00  
119.00

Witnesses:

Bail fees on this  
Indorsement at \$12.00

W  
J

I appearing by satisfactory  
proofs before the  
that the within named  
defendant did on  
December 9<sup>th</sup> inst. and all  
the conditions of the  
order committing him to  
bail having been duly  
complied with, I consent  
that the sum of Twelve  
Hundred Dollars hereof be  
deposited in lieu of  
bail, he refunded  
does Myself 12-1891

Danahy McCall  
District Attorney

Counsel,

Filed 25<sup>th</sup> day of Nov 1891

Pleas, A. M. Gully 30

THE PEOPLE

vs.

Abraham Backus

De LANCEY NICOLL,

District Attorney.

See endorsement  
on back of dist atty

A TRUE BILL.

Dec 14/91

(H. J. Barry)

Foreman.

First District  
Police Court

William D. Harden  
vs  
Abraham Barker

Charged with  
Grand Larceny  
Before Hon  
Samuel O. Kelly  
Police Justice  
August 14/89

Appearances

Mr. Townsend, Dist. Atty. for the People  
Samuel Entenmeyer for the People  
Mr. Lyett for the Defendant  
All parties being present  
the examination proceeded.

William D. Harden, the complainant  
and being duly sworn in an  
and examined on the complaint  
by Mr. Lyett.

Mr. Lyett:

There are a number  
of things testified to by Judge  
Harden in this affidavit not  
of my own knowledge but

what other people took him, of course these are not evidence against the defendants, and I wish to state that the defendants counsel objects to all these statements in the complaint

By the Court

This is a correspondence between the complainant and defendant  
Mr Syrett

I want to say that the defendants counsel objects to that part of the affidavit and complaint in which the woman was named so far as it constitutes the declarations of Fullinwider, and information derived from him from the National Loan Bank, and the merchants National Bank, as not being evidence against the prisoners  
And I want that they be disregarded by the Court.

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By the Court Motion denied  
Mr Dyett Exemption

Who drew this affidavit upon  
which this warrant was issued  
Mr Untermyer

Objected to as immaterial

By the Court

You have the affidavit there.  
If it is not properly drawn  
so much the better for you and  
the defendant.

Mr Dyett

That is the reason

By the Court

What is the reason

Mr Dyett

I want to know if private  
counsel drew the affidavit

By the Court

The private counsel has  
been associated with the District  
Attorney in this case.

Mr Dyett

I press the question, I say I

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have a right to that question,  
Witness what is the question

When proposed this affidavit  
Mr Entenmeyer, objected to  
By the Court Sustained  
Madgett Exception

Q Did you have the assistance  
of Counsel in preparing this  
affidavit?

Mr Entenmeyer Same objection  
By the Court Sustained  
Madgett Exception

Q When this affidavit was proposed  
did you have before you at that  
time the Penal Code of this State  
on the subject of fornication?

Mr Entenmeyer Same objection  
By the Court Sustained  
Madgett Exception

Mr Dyett I am now examining  
the complainant now, and I  
say this affidavit bears internal  
evidence that the facts were  
made to fit the Code.

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By the way If you can you have  
rights to disprove those facts in  
a proper way

Q Did you ever have any personal  
interview with the defendant  
upon the subject of a loan by him  
to you and the giving of this  
collateral security. ~~and what~~

A ~~Yes~~ At what time  
Q At any time

A I had interviews with him  
on several occasions after I  
had borrowed and given the  
first note

Q Personal interviews

A Yes in personal interviews, I  
was present, and if that is not  
personal I don't know what is  
Q Prior to your giving him this  
security and prior to his discon-  
ting your note as stated in your  
complaint did you have any  
personal interview with him

A No I had not seen him in some

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35 years or more

Q Did anybody have any personal interview with him in your presence and that subject a fact to you or <sup>the</sup> collateral

A Not at all when I was present  
Q Then the whole of the transaction was by correspondence?

A The whole of that portion was by correspondence

Q How long after you gave him these collaterals or sent them to him by mail did you first have a personal interview with him?

A I cannot answer that except by reference to his original memoirs and answers or letters.

Q Look at the letters you have and state when you first saw him and how a personal interview with him and the subject

A I think, I cannot be absolutely certain that it was on the 24th of October 1890, and the reason

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I kne for saying so is, I went to  
see him about that time with  
reference to the renewal of the  
note which I thought became  
due on the 6th of October, I find  
a statement from him dated October  
4th 1890 with reference to that  
transaction of the renewal, and  
I therefore presume it was about  
that time

It was several months after you  
had received his check, the  
proceeds of the note, and given  
him the collateral?

Yes Sir

On your affidavit you stated that  
the note was delivered to the defen-  
dant upon the employment and  
agreement that he should procure  
the same to be discounted, and  
deliver the proceeds to you! when  
and where was that agreement  
made?

At writing?

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Q Produce it,

A It is in the letter dated January 15<sup>th</sup> 1890 and which I shall read if you desire it.

Q That is the same letter set forth in the complaint

A I presume it is. I have it the copy is correct

Letter named Defendants Ex 1.

Q Does that letter contain the only agreement on the subject just asked you?

A I cannot tell without reading over the whole of the correspondence. I presume that I must give him my own personal plain note

Q Answer my question

A What is it?

Q Do you again if you have any other letter or paper showing any agreement on his part that he should procure the note to be discounted, if you have produce it. That is the original note was

delivered to the defendant upon the employment <sup>and</sup> agreement that he should procure the sum to be accounted.

Q That is the only agreement upon the subject of that first note?  
A Now you also say that the defendant exacted as a condition of negotiating the note that you should deposit with him collateral security for the payment of the debt, what evidence have you that he exacted any such condition?  
A A letter from Mr. Barker.

Q Where is it?  
A Here it is producing other January 27<sup>th</sup> 1890.

Q What the letter set forth in your deposition?

A I take it for granted it is understood it when I signed the deposition. I don't it is evidence, that letter is addressed to one of Mr. Brooks' attorneys and so is the first one

Whereabouts in that letter does the  
dependant exact the condition  
to negotiate that note or where does  
he say anything about negotiating  
that note.

A In the first letter he says provided  
you will give me <sup>his</sup> own plain  
note which I will discount  
and he can have the proceeds, that  
is what I mean by saying that he  
exacted; that I should give him my  
own plain note, because he says  
he will let me have the money  
provided I give him the plain  
note.

And that is what you mean when  
you said he exacted these securities  
as a condition to negotiate the  
note.

A I have already stated it

I read now from your complaint  
A The dependant exacted as a  
condition to negotiate the note  
that I should deposit with him

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additional collateral security  
where does he say anything about  
negotiating that note, does he  
on the contrary say he will  
discount it

Ayes he says he will discount it  
but he doesn't say he will discount  
it with his own money.

In speaking of the securities he  
says in this letter it is customary  
here to have 20 per cent margin  
around in securities above their market  
value when borrowing on them  
but owing to your recommendation  
I will take 10% from him.  
I am not so particular as to have  
the bonds deposited offered in  
addition to the C.R.R. debentures  
any good stock will answer  
instead. If he has few shares  
of S.W. R.R. stock let him  
send them with few shares  
and debentures, this will  
make about Eleven

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thousand in securities,  
when he sends the certificate,  
Please see that the powers  
to transfer them are in proper  
form, The transfer can  
be made in blank, yours  
truly A Barker & Sullivan  
Now does that letter say one word  
about negotiating a note

A Does it then it does

If you are a lawyer and a judge of  
a court, what do you understand  
about a man negotiating a note  
A By his discounting it personally  
in getting somebody else to dis-  
count it, by giving security  
Q Then when you said in your  
letter he wanted securities in  
negotiating a note that if he  
discounted it himself it would  
be negotiating it?

A Yes, that would be the effect  
of negotiating it

Q If you have any letter from the

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defendant in which he ever spoke  
of getting that first note discounted  
for you produce it?

A I don't mean that there, I ~~didn't~~<sup>didn't</sup> know  
that he did get it discounted.  
I shall be ever tell you verbally or in  
writing that he never got that  
note discounted?

A I don't mean that he ever did  
I only say that he never did  
A I don't mean that he never did  
I will read you "This note was  
delivered to the defendant under  
the employment and agreement  
that he should procure the same  
to be discounted, why do you turn  
to that if you had no evidence of  
it whatever in your possession  
I refer to the statement in your  
affidavit about the original note  
of March 15th 1890. do you under-  
stand my question?

A I understand your question perfectly  
well and will answer it unless

the Court stops me.

I answer the question

A I propose to answer it, on the 12th  
of March this note was made. <sup>and</sup>

negotiated as is stated in the letter

Mr. Baerer said I will discount

the note and give him the proceeds

Then on or about October 14th I passed

on Mr. Baerer about renewing

that note I learned in his office

where the note was by his sending

his son for it to the bank, and

when he renewed it he charged

me <sup>a</sup> half per cent brokerage, here

is his writing to that effect (producing

paper) and that is why I say

he procured that note to be discounted

I have said as to the original note

that he agreed with you to procure

it to be discounted

Agassiz

When did he make that agreement

When he said I will discount

the note and send him the

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proceeds he left me to infer  
at that time. But when I came  
to take up that note I ascertained  
that it was discounted in the bank  
and when I renewed it I paid <sup>him</sup> ~~money~~  
brokerage and that is why I stated  
now that is the original intention  
If you don't say here it was his intention  
you state distinctly that he agreed  
to have it discounted

A That is all the explanation I have  
and that justifies his honor and judge  
for himself.

Q Did he ever tell you that he had  
got that first note discounted  
before sending you the proceeds.  
A He never did

Q Now when he sent you his check  
is that the check he sent you (to having  
witnesses) on the discount of the  
original note.

A Yes that is the check with my  
endorsement on the back of it  
and being dated March 14th 1890

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and for that amount, I have no  
doubt it is.

Check marked Exhibit 2.

If you stated in your affidavit that  
there was an express agreement  
between you and the defendant  
that the Stock should be held and  
used as collateral security for  
the payment of the debt, represented  
by the <sup>said</sup> note and <sup>said</sup> collaterals  
should accompany the note and  
be returned to me upon payment of <sup>said</sup> note  
when was that express agreement  
made?

A March 14th 1890

If that the case be set forth  
(showing witness)

Ayes I have it for granted it is  
I will read it New York March  
14th 1890. Mr W B Hosen  
Savannah Ga. Dear Sir  
I to day received through  
Messrs Mohr Bros of your city  
your note for Ten thousand

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dollars due Oct 6th 1890. And CRR  
Adventures outg to \$9900 And unity Co  
Shores Jarand Gas Light Co store  
the securities to be held by me as collateral  
on your note.  
Mr. Hyatt

I am to have the letter marked  
By the town of Fox marked Ex 3  
If you stated in your affidavit that  
about the maturity of the note  
you requested a renewal upon  
the agreement hereinbefore  
mentioned, was that request  
verbally or in writing  
A No Sir that was the first interview  
I went to him that was about  
October 4th 1890

If and was that a personal interview  
A Yes as present  
If was it renewed for the whole  
amount?  
A Yes for the entire amount  
If when that renewal became  
due did you see him personally  
A No Sir but a short time before it

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became due I did  
 inquire to our place then  
 The note became due on the 9th of  
 February, and I could not be  
 there then because my court was  
 in session then, but I was here in  
 New York about the 22<sup>d</sup> or 23<sup>d</sup> of January  
 1891 until the 29<sup>th</sup>, and during  
 that time I went to Mr. Barker  
 and told him why I would like  
 that the note should be renewed  
 and he said he would renew it  
 for 6 months, and as the note  
 about to become due would  
 not be due for a month yet he  
 would make it for 7 months  
 instead of 6 months, and not  
 charging the interest for the  
 extra month, and that was  
 fair and satisfactory both to  
 him and myself and then  
 he made out this statement in  
 which he charges me a half  
 percent. brokerage and which

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I paid and am back here again, and  
after sending his son to the  
bank, I know not which, and  
his son came back and said  
something to him I know not  
what, he told me it would be  
done. and I sent a check for  
the amount meaning a man  
and in my pencil all the back  
of it, and here it is, he received  
the check, and here is his receipt  
for it

My dear

I am these papers to move  
By the Court papers moved Ex 5. 6 & 7  
I have on either of the occasions  
that you mention was anything  
said about collateral?

Yes Sir

What was said?

Only that the same collateral  
should remain

When the note was renewed the  
3rd time was it not?

Ayesssi

Q Did you see him personally then  
A That is the time I saw of  
which is the present note which  
is the one I refer to as reading  
7 months from date.

Q I am the last renewal specified  
in your affidavit are you not  
15th 1891.

A That note is here ?

Q That note is now paid on the  
15th of August 1891 ?

Ayesssi and was paid on that day  
Q Is that the note (showing witness)  
Ayesssi that is my handwriting  
and I am responsible for it  
the signature is torn off

Q Did you write to the defendant  
about the renewal of that note

Ayesssi

Q Is that the letter (showing witness)

A That is the letter the first letter  
I wrote was about July 16th

Q This letter is the letter you wrote

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to him about renewing the note  
Q The one before that is that one?  
J July 5th?

A That is it

J That letter you wrote to him on  
the 5th of July asking him to  
renew the note?

M Yes I saw that letter he marked  
By the Townsman M. M. M. M.

A A mortgage I held on some property  
became due about that time  
with which I expected to take up  
the note, but the party came to  
me and said if he could get  
90 days more time he could  
raise the money as he desired  
to see <sup>me</sup> of his property and so I  
wrote this letter asking him  
as he had twice accommodated  
me and my mortgage was  
bearing 7% cent. the interest  
on the mortgage was paid me.

J Now just answer the question  
you made all of that is

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That was the 7th of July  
Ayessii

And you did not see him personally  
on the subject prior to its becoming  
due?

Ayessii

He was it?

A Last Tuesday the note became due  
on Wednesday.

That was after he failed?

Ayessii

Did you write the letter to him  
August 6th (showing entries)?

A I did

The letter of July 10th 1891 in your  
complaint is an answer to the  
letter of the 7th which has been  
read?

A That is July 10th

Mr Ayett. I am sure that letter  
he answered.

By the way I have marked Ex 9  
If you have stated my own affidavit  
upon which the warrant was

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issued on the 6th page beginning  
with the words "I have learned  
from D. J. Sullivan," and continuing  
to the end of the first paragraph  
on the next page. Certain things  
that you say you learned from  
him and the national farm  
journal and merchants national  
bank. Have you any knowledge  
substantive of those facts except  
what Sullivan told the persons in  
the bank told you?

Answer:

What are they?

I know this knowledge that on the  
11th day of August 89. being the  
month now current I called on  
Mr Abraham Baerens at 25  
Brooklyn Avenue and he told  
me about my call letters and I told  
him of the telegram I had received  
from D. J. Sullivan in answer to  
my letter from Mr Baerens, he  
Abraham Baerens stated that he

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did not have my securities that  
they were pledged as collateral  
in the Merchants National Bank  
of New York, and I asked him when  
were they pledged, and he said  
he did not know, he thought not  
very long. But Mr Sullivan came  
for me Mr Sullivan was not  
in first then but I saw him subse-  
quently

Q Is that all?

A That is all I have to say.

By Mr Wintermeyer

Q Did he say anything about the note?

A He did not ask me about that

By the Court

Q Is there anything else you learned  
from Mr Sullivan?

Answer

Q Tell us all about it?

A I had a telegram from Mr Sullivan

By Mr Wyatt

Q Did you show that to Baer?

A I never said, but I told him the

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contents of I did not "your note  
due the 72th is in National Bank  
Bank discounted by Barker  
he has hypothecated securities  
in Merchants Bank, the man  
who sent that telegram sent  
my letter I was got from Barker  
Mr Barker told me that my note  
was discounted by him without  
any collateral in the First National  
Bank and that he thought he  
could get it renewed and it  
would be better to get it renewed  
and he sent a messenger to  
the Bank the conversation I did not  
hear and his son came back  
with the message which I did not  
hear, and Mr Barker told me  
that the First National Bank  
would consent to renew my  
note if I would pay three thousand  
and dollars and allow it to  
remain for seven thousand dollars  
and the rest of the money which

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I had in the loan with which  
to pay the 10 thousand dollar note  
could be employed by me by  
going to the merchants national  
bank and probably buying my  
own securities at a smaller  
price, and my loss would be  
less and that he would endeavor  
and pledged his word as soon  
as he was free men again  
he would make the loss good to  
me.

When was this?

At the 11th of August the day before  
the note became due?

When the first note was renewed  
it must have been an October 1900  
and you applied to him to  
renew it, and he sent then  
for the note

He said I have already so stated  
Whom did he send?

I think it was his son the agent  
and with the blonde bond?

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Where did he send him?  
About now in to the bank, which  
and I don't know

Of the fact you at the time that he  
was going to send him?

Ayes he said he would send and  
see about the renewal

Of at that time you knew the note  
was held by the bank?

A Undoubtedly I did

Of this he said anything about the  
collateral?

A I cannot say distinctly if he said  
I don't know that it was alluded  
to.

Of didn't you have already said when  
this second renewal took place  
nothing was said about the  
collateral except that the same  
collateral was to remain?

Ayes Sir

Of now when you gave him the  
9 months note at that time did  
he send after the note in the

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bank again?

A Gosh the note was not due for a month but he did send his boy out and see about the renewal just one movement my men only repeated itself in reference to the first note he didn't repeat what he would do the first time but he told me to come back one or 2 days later and he would tell me what he would do with the first note and when I came back he sent him down to the bank for the note and he told me he would make the arrangement and charge me fifty dollars. I said you ever ask him or did he ever tell you that he got your original note accounted at the bank?

A I never asked him who was told me  
I never you produce the original note?

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Ayeesu this is it (producing note)  
The piece which is torn off at  
the corner contained my signature  
I say you see any bank stamp on it  
A No not.

Any evidence of its ever having  
been in a bank?

A I cannot say but I should say  
the signature of A Barker was  
not necessary if it remained in  
his hands.

I say you see anything on the note  
indicating that it was to the  
bank?

A I think that indicates it I am  
not a financier but that is my  
explanation

Sm Myatt

I ask the note be numbered  
By the Towns Market Ex 10

This is the second note (showing)  
Ayeesu.

That note is endorsed by Barker  
Ayeesu

Mr Dyett I ask that note be renewed  
By the Court March 11.

Q Now I want the 3<sup>d</sup> note?

A That is the you note

Q That is the note you finally paid  
Ayessii

Q This you paid to the National Bank  
bank?

Ayessii

Mr Dyett. I ask to have that note  
renewed.

By the Court March 12.

Q Now my own affidavit you state  
that the defendant obtained

possession of the securities from  
you by the aid of false & fraudulent

representations that he required

them in order to procure the

discharge of my said note <sup>and</sup>

that he retained them from time

to time on false representation

when the said note was renewed

Now when and where did the

defendant make such representations

To you :

A. In the letters which you had  
read, to make sure that unless  
I made that deposit with him  
in the manner in which I did  
I could not get my money.  
And that is the only time that  
he ever made that :

A. I know it is as far as I know <sup>and</sup>  
what else there is the letters  
where you reside :

A. In the City of Savannah County of  
Chatham State of Georgia United  
States of America

Mr. Myett That is all

O. Dr. Euter Meyer

When I did for the first time  
learn that the defendant had  
procured <sup>upon</sup> your note the money  
in one bank and he had  
hypothecated your securities for  
this amount in another bank  
Mr. Myett.

Let me ask him another

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question before he answers it  
of that letter written by Mohr Bros  
(showing witness)

A I do not know the signatures of Mohr  
Bros., but if you let me read it  
I will see what it is (witness  
reading letter)

Q Was that letter written by your  
authority?

A I don't authorize them to write  
anything, but the facts therein  
stated are true.

Am Myett I ask that that letter be marked  
By the Court Letter marked Ex 13.

Q Was that letter also written by  
your authority (showing witness)

A That is all right

My Myett I ask it be marked  
By the Court Letter marked Ex 14.

By Mr Carter Meyer

Q Understand you for the first time  
learn that the defendant had  
taken your note and procured  
money upon it from one

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bank and that he had taken your securities and hypothecated them with another bank and procured the money for his own use and benefit?

A The first intimation I had of it was the telegram received by me and signed J. J. Sullivan on the 8th of August 1891  
Mr. Entenmeyer

I don't be worried  
By the Court marked Ex 14.

Will you have a personal interview with the defendant after learning these facts?

A I did as soon as I got here, I got to New York Monday afternoon 6<sup>00</sup> and the next day I went to see Mr. Baer

What explanation did he make of the facts appearing procured the money from one bank and your note leaving you to meet your note and then taking your securities

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to another Bank and getting the money out then for his own benefit?

As he stated to me that he had done it, I said Mrs. Bremer don't you know that you did wrong in doing so, and he said I don't know maybe I did I suppose I did but I didn't mean to do wrong I didn't ask him any further reason why he did it but in the course of that day or next day the statement was made to me that when he first found himself in embarrassed circumstances he had paid out Eight thousand dollars, raising money on his property and sacrificing it and doing the best he could and that he used the collateral to tide over it and he didn't know if he was advised good or ill and he meant no harm  
Of that the only excuse he made

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for using your collateral?  
A It was.

Q Did you after paying your note  
see Mr Backer again?

A I did I went out the morning of  
the 15<sup>th</sup> of August, I went to  
the First National Bank <sup>at</sup> saw  
Mr Wright stated him what I  
came for

Q After paying the note did you  
see Mr Backer again?

A I went immediately to Mr Backer  
and said I had not accepted  
the discount which the bank  
offered through you but I had  
paid it in full, I had come  
now to make a formal demand  
on you for my securities, he says  
I had not got them I said of course  
I know that fact as you told  
me yesterday but I make a  
formal demand on you now  
I cannot give you them I had  
not got them, I then made a

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demand and his assignee Mr  
Einstein in the same way and  
he replied he didn't have them  
received. not give them to me  
I said I know where they are. but  
do this formally. he replied  
I am sorry I have not got them

How much money did Mr  
Baker get from the merchants  
notion to run upon this collateral  
Objected to by Mr Byatt

Q When Baker told you how much  
A Baker did not personally

Q Did he refer you to any body who  
could tell you?

A I asked him the question and he  
told me D Sullivan

Q Did you know that D Sullivan  
was his confidential man?

A I knew that he sent every communication  
to me through him

Q And when Mr Baker referred you  
to Mr Sullivan did you see him?

A I did. not then but I did the

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next day.

What was the amount that you  
learned your collaterals had been  
pledged for?

A Ivalours in the merchants  
not in bank one was for  
45 or 46 thousand dollars. I  
think the other was thirty five  
thousand dollars.

Q For whose benefit did you  
learn they were pledged?

A For his own personal benefit  
if you are in any way concerned  
that he the slightest in any way  
directly or indirectly

and you are out your collaterals  
agreed.

By the Court

What day on value your <sup>collaterals</sup> stock at  
A The Saranah gas light stock  
is today quoted at par. 55-00 a  
share the railroad six per  
cent debentures at 89 offered  
and unity asked but I owned

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not all mine for less than for  
they are worth it

How much is that?  
A \$9400 dollars

And the Stock?  
A \$3500<sup>00</sup> making \$11,900 dollars  
Receipts Ex

When you had the conversation  
with Mr. Backer which you  
have related that he admitted intended  
to do anything wrong what did  
you say to that?

I do not remember but I think  
if my memory I do not think you did  
anything else?

I do not remember - I am very sorry  
I never said anything to him which  
in the slightest degree caused  
he came turned to consenting to it  
If you write him that letter  
(showing witness)

Yes sir

Don't get back to him if needed  
By the time Monday Ex 15.

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How long have you known Mr  
Packer?

A I can remember him when he  
was a handsome young man  
and I a boy I think he was in the  
grocery business when I was a  
boy I never saw him after that  
or heard from him or knew where  
he was until one day when  
I communicated with Mrs Crook  
and learned where he was <sup>and</sup>  
then saw him for the first  
time since then

For how many years did you  
know him in Saranac?

A Never personally knew him at  
all I was asked to out remember  
having spoken to him

If you speak here of the universal  
sympathy for him in Saranac  
Mr Antemeyer

Objected to  
By the Court Sustained  
Mr Wyet Exception

40

By Mr. Untermyer  
When you wrote this letter of  
August 6th did you know of  
the different acts perpetrated by  
Boerner that have now been made  
public?

I did not at the time I wrote that  
letter I wrote it at the suggestion  
of James Sullivan cashier  
of the Farmers Bank of the  
State of Georgia who suggested to  
me you are all rights if he has  
not pledged your securities. And  
I said -

Mr. Dyett objected to his name to  
strike it out.

By the Court I strike it out

Had you any knowledge or information  
at the time you wrote that letter  
that the defendant had pledged  
or hypothecated your securities?  
At the slightest suspicion of it  
and would not believe it if I  
was told it

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ORIGINAL

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Grandpa doesn't know anything of  
the other acts that have since come  
out?

A Hadn't I not believed him as  
poured us snow.

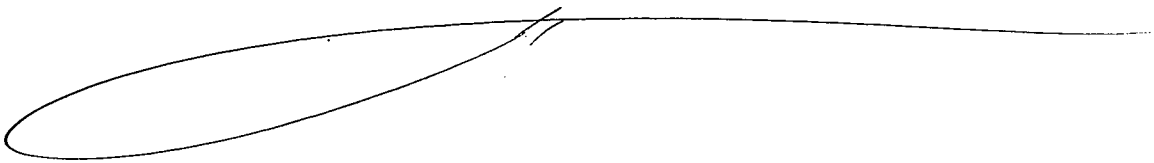
Recap. Ex.

If you say you would not have believed  
it if you had been told so?

A Yes.

Garby not.

A Because I had unbounded confi-  
dence in Mr. Buckner  
The Undermeyer People Rest



Daniel J. Sullivan called as  
a witness for the defendant  
being duly sworn depose <sup>Ex. 100</sup>  
By the Court

Q Where do you reside?  
A 64 West Street Brooklyn  
Q How old are you?  
A 34 years.

Q What is your business?  
A I am engaged by Mr. Eustice the  
assignee of Mr. Backer.

Direct Examination }  
By Mr. Eustice

Q You used to be Mr. Backer's clerk  
A Yes Sir

Q Do you recollect when it was  
that Mr. Backer got a note of  
Mr. Horden of March 15th 1890  
discounted?

A I don't recollect if I had memoran-  
dums here I could tell, I think  
it was 3 days after he sent the  
check

Q Do you know whether it was 30th 3

days afterwards

A I should tell positively if I had the  
papers before me  
without being exact as to the very  
day do you know whether that it  
was several days afterwards

Ayes Sir

Of your own knowledge

Ayes Sir

That he got the note dis counted  
at the first bank

A Not at the first bank

What bank

A Fourth National Bank of New York  
I do you know when it was that  
he sent his check, his personal  
check to Mr Holden

Ayes he sent the check the same  
day we got the letter from  
Mr. Bro.

And it was 3 days afterwards  
he got the note dis counted  
Cop Examined  
By Mr. Entenmeyr

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Q Mr Dyett referring to the first note in evidence said that it was not discounted at the bank he said there was no stamp of the bank on the note and nothing to show that it was discounted at the bank?

A That is nothing unusual, we send down to the bank to take that note up probably a day before maturity or the same day or it was paid at our office and not at the bank

Q When Mr Barker discounted this note which you say was a few days after it came in his hands at the National Bank the amount of the note was credited to his account?

A Yes sir

Q He was then reimbursed with the money he had sent to Judge Horden?

A Yes sir

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Q What did he do with the callatones  
that he received from Judge Hensen?  
A I cannot tell you what he did  
with them, He may have kept  
them in his safe or vault before  
using them.

Q What did he do with the callatones  
before the first note matured?  
A Not asking for the <sup>record of the</sup> first note that  
we had. That he hypothecated them  
for his own use in July 1890.

Q So that in July 1890 Mr. Baer  
did hypothecate them for his own  
use and benefit?

A To the best of my own knowledge  
and belief.

Q And then renewed it <sup>and</sup> rehypothecated  
them for his own use and benefit?

A I cannot answer that he may  
have taken them out <sup>and</sup> put them  
back again.

Q Have you any record of his taking  
them out after he hypothecated  
them in July 1890?

A I have no record of it, and if he  
had done it I would not have  
had any record of it

Q Do you mean to say as bookkeeper  
of Baer's that you would not  
make a record of the payment  
of the loan <sup>and</sup> the taking out of  
the collateral?

A I would make a record of the loan  
but not necessarily of the  
changing of the collateral

Q This collateral was pledged  
as a loan

A Yes

Q And where were the collaterals  
pledged in July 1890?

A Merchants Bank

Q And they are still pledged there  
A Yes

Q And as far as you know they  
have never been taken from there  
A Yes Sir

Q These letters that were written to  
Judge Norden were they written

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by you?  
Ayes Sir

That Mr Backers request <sup>and direction</sup>  
Ayes Sir

Gandy his authority?  
Ayes Sir

Is Mr Backers was a note broker  
was he not?

Ayes Sir

Will you please look at the two state-  
ments are dated October 4<sup>th</sup> 1890  
and the other February 9<sup>th</sup> 1891  
referring to the item of one half  
per cent brokerage <sup>and</sup> Fifty dollars  
on each statement, and say what  
it is?

That is Mr Backers charge as a  
broker

Is that in the transaction he acted  
as broker for Mr Norden and  
charged him brokerage for procuring  
it?

Ayes Sir

And when he discounted the note

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and renewed the note for \$2500  
Harden as above he did not in  
any instance put up with the bank  
with which he dis'counted the  
note the collateral which Judge  
Harden had sent?

At 710 AM

Case for the defendant  
Defendants Counsel Mr. Byatt  
moves to dismiss the Complaint  
By the Court motion denied  
Mr. Byatt exception  
Mr. Byatt Waives further examination  
By the Court  
Defendant held to bail in  
sum of \$15000 dollars for trial  
General Sessions

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POOR QUALITY  
ORIGINAL

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Sec. 192.

15

District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY }  
OF NEW YORK, } ss.

An information having been laid before Daniel O'Reilly a Police Justice  
of the City of New York, charging Abraham Backer Defendant with  
the offence of Larceny

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, Abraham Backer Defendant of No. 331 W 58th  
Frank Rothchild Street; by occupation a Commission Business  
of No. 309 Canal  
Street, by occupation a Manufacturer Surety, hereby jointly and severally undertake  
that the above named Backer Defendant  
shall personally appear before the said Justice, at the 1st District Police Court in the City of New York,

At the said examination, or that we will pay to the People of the State of New York the sum of fifteen  
thousand Dollars. (\$15000)

Taken and acknowledged before me, this 13

day of

Aug

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To J. C. Reilly POLICE JUSTICE.

Abraham Backer  
Frank Rothchild

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CITY AND COUNTY } ss.  
OF NEW YORK,

Sworn to before me, this  
day of Aug 1891  
Doyle J. Justice

Frank Rothschild

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 Twenty thousand free 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 a house and lot of land situated in 51-E. 60th Street of the value of \$40.000 free and clear of all incumbrance

Frank J. Justice

District Police Court.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Undertaking to appear  
during the Examination.

ss.

Taken the day of 18

Justice.

*Just District Police Court*

x-----x  
WILLIAM D. HARDEN,  
Complainant,  
-against-  
ABRAHAM BACKER,  
Defendant.  
x-----x

City and County of New York, S.S.

WILLIAM D. HARDEN, being duly sworn, deposes and says:

I am a resident of the City of Savannah in the State of Georgia, and now am and have been for upwards of *thirteen* years the presiding Justice of the City Court of Savannah.

The defendant was at all the times hereinafter mentioned until on or about the 4th day of August, 1891, engaged in business in the City of New York as a note-broker.

On or about the 14th day of March, 1890, I made, executed and delivered to the ~~plaintiff~~ <sup>defendant</sup> my promissory note in words and figures following:

"\$10,000 00/100

Savannah, Ga, Mch. 12th, 1890.

On October 1st, next after date I promise to pay to the order of A. B A C K E R , Ten thousand and 00/100 Dollars at office of A. Backer, 39 Worth St. New York.

Value received.

Wm. D. Harden."

This note was delivered to the defendant upon the employment and agreement that he should procure the same to be discounted and should deliver to me the proceeds of the note. The defendant exacted as a condition of negotiating the note

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ORIGINAL

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that I should deposit with him collateral security for the payment of the debt at maturity. The negotiation of the note with the defendant was made through Messrs. Mohr Brothers of Savannah, to whom the defendant wrote, on January 13th, 1890, as follows:

"A. Backer,  
" 39 Worth Street,

New York, Jan. 13th, 1890.

" MESSRS. MOHR BROS.,

" Savannah, Ga.

" Gentlemen:

" In reply to your favor of 11th, I will loan  
" Judge Harden \$10,000 on the security offered at 6 % net for one  
" year, or I will make the loan for 6 mos. at 5 1/2 % net, provided  
" he will give me his own plain note which I will discount and he  
" can have proceeds.

" I will give to him my receipt for the collaterals, and  
" I do not want the collaterals inserted in the note.

" If Judge Harden concludes to send the collaterals to me,  
" the registered mail is a safe way of getting the certificate  
" of C.R.R. Co. and the note, but I think, unless he insures the Bonds  
" (if they are forwarded by registered mail) the express would  
" safest way for them.

" I have not got anything that I would care to recommend  
" to your Mr. L. Mohr at present.

" Yours truly,

" A. BACKER,

" D. J. Sullivan.

" P.S. Be sure that a proper power of attorney is signed for the  
" C.R.R. certificate, in case he accepts my offer. "

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And again on the 27th day of January, 1890, as follows:

"A. Backer,

"39 Worth Street,

"

New York, Jan. 27th, 1890.

"MESS. MOHR BROS.

"

Savannah, Ga.

"

Gentlemen:

"

In reply to Mr. Wm. D. Harden's letter of the 23d,  
"forwarded to me by you, and which I return to you herewith, it is  
"customary here to have 20 % margin in securities above their  
"market value when borrowing on them, but owing to your recommen-  
"dation, I will take 10 % from him.

"

I am not so particular to have the Bonds he first offered  
"in addition to the C.R.R. Debentures; any good stock will answer  
"instead. If he has 10 shares S.W.R.R. stock, let him send them with  
"\$10,000 Debentures; this will make about \$11,000 in securities.

"

When he sends the certificates please see that the  
"powers to transfer them are in proper form. The transfer can be  
"made in blank."

"

Yours truly,

"

A. BACKER,

"

D. J. Sullivan."

Pursuant to the arrangement embodied in these letters,  
I forwarded the aforesaid note to the defendant on or about the  
day of its date, to wit, the 12th day of March, 1890, accompanied by  
securities of the Central Railroad <sup>& Banking Co.</sup> of Georgia, amounting in all  
to the par value of \$9700, and certificates representing 90 shares

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ORIGINAL

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of the stock of the Savannah Gaslight Company of the par value of <sup>twenty five</sup> ~~one hundred~~ dollars per share. These securities were also accompanied by powers of attorney executed by me in accordance with the instructions contained in the above described letters from Backer to Messrs. Mohr, and the said defendant was, by virtue of such powers of attorney, vested with the authority to transfer the debentures and shares of stock. That the said note and the Debentures and shares of stock were delivered to the defendant upon the express agreement that the debentures and the shares of stock should be held and used as collateral security for the payment of the debt represented by the said note, and that said collaterals should accompany the note and be returned to me upon payment of said note.

That on or about the 15th day of March, 1890, I received from the defendant a letter of which the following is a copy, wherein he acknowledged the receipt of the said note and collaterals and forwards me the proceeds of the discount of said note:

"A. Backer

"39 Worth Street.

"

New York, March 14, 1890.

"MR. W. D. HARDEN,

"Savannah, Ga.

"

Dear Sir:-

"

I to-day received through Messrs. Mohr Bros. of your City your note for \$10,000 due Oct. 6, 1890 and C.R.R. Debentures amtg. to \$9700 and Ninety (90) shares Savannah Gas Light Co. stock; the securities to be held by me as collateral on your note

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" At their request I discount your note ~~at~~ 5 1/2 % and enclosed  
"herewith I hand you my check for \$9,685 .28 amt. of proceeds as  
"per accompanying Stmt. receipt of which please acknowledge.

" Yours truly,

" A. BACKER.

" D.J.Sullivan."

That at or about the maturity of the aforesaid note,  
I requested the defendant to accept a renewal thereof upon the  
agreement hereinbefore mentioned with respect to the deposit of  
the collaterals for the renewed note, and the said note was  
accordingly renewed upon that agreement for the term of four  
months from October 4th, 1890. When the renewal note became due,  
it was again renewed for six months upon the same agreement  
and on the security of the same collateral. The last renewal  
note became due on August 12, 1891, and on or about the 8th day of  
*with respect to the renewal of the note he then said that*  
July, 1891, I wrote the defendant ~~asking whether~~ I might pay Two  
Thousand Dollars on account of the note and give a new note for  
Eight thousand dollars payable in ninety days, leaving with him  
as collateral <sup>to</sup> the new note the same securities which had been  
deposited with him and under the same agreement. On July 10th,  
1891, the defendant wrote me as follows:

" A. Backer

" No. 285 Broadway,

"

New York, July 10, 1891.

" W. D. HARDEN, ESQ.,

" S Savannah, Ga.

" Dear Sir:- In reply to your letter of the 8th, if you

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"will pay on account of your note for \$10,000 due Aug. 12 '91,  
"two thousand (2,000) dollars, I think I will be able to renew  
"eight thousand (8,000) dollars for 90 days on same terms as  
"before, you to leave the same securities, as collateral, that I  
"now hold.

" Yours truly,

" A. BACKER,

" D. J. Sullivan."

Subsequently, and before the negotiation outlined in  
the last letter could be consummated, the defendant made a general  
assignment for the alleged benefit of creditors.

I then learned from D. J. Sullivan, who had been the con-  
fidential clerk and assistant of the defendant, and from the  
National Park Bank and from the Merchants National Bank of New  
York, that the defendant did not use the debentures of the Central  
Railroad of Georgia or any part of them, nor the stock of the  
Savannah Gas Light Company or any part of it, for the purpose of  
procuring the discount of ~~from~~ said notes or of any part of the  
renewals thereof, but that he had procured such note to be dis-  
counted and renewed by the National Park Bank of this City without  
depositing with that Bank any of the collaterals which were given  
to him upon the agreement that they should be held and used as  
security for the payment of the note; and that fraudulently and  
feloniously and with intent to deprive me of the right to the  
ownership in said securities, <sup>he had</sup> assigned and transferred such securi-  
ties and the certificates of stock representing the same, to the  
Merchants National Bank of New York, upon a loan procured by the

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defendant from that Bank for his own use and for his sole benefit. That the renewal note of \$10,000 made by me has been paid to the National Park Bank, and that the Merchants National Bank now claims to hold and does in fact hold the said debentures of the Central Railroad Company of Georgia, and the said stock of the Savannah Gas Light Company by assignment from the defendant and as security for a loan made by said Bank to him, which he is unable to pay. I never authorized or permitted the defendant to use the said securities or any part thereof for his own benefit, and that I had no knowledge of such use having been made of them until the eighth day of August, 1891.

That the said securities are of the actual value of upwards of Ten Thousand Dollars, and that the defendant has, with intent to deprive and defraud me as the true owner of such securities of the use and benefit thereof, appropriated such securities and the proceeds derived from the pledging thereof to his own use. That the said defendant obtained possession of the said securities from me by the aid of <sup>the</sup> false and fraudulent representation that he required them in order to procure the discount of my said note, and that he retained them upon the like representation made from time to time when the said note was renewed. That said defendant, having in his possession, custody and control as a person authorized by agreement with me and by competent authority to hold and take such possession, custody and control of all of the aforesaid securities, appropriated the same to his own use and benefit, ~~thereof~~.

That by reason of the aforesaid felonious acts on the part of the defendant, I have been defrauded of said securities. That I became legally obligated to pay and have been compelled to

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pay my said note and have lost the said securities, in that they have been converted by the defendant to his own use, and have been pledged by the defendant for his debt to an honest holder of said securities to the extent of the full value thereof.

I therefore charge that the defendant has been guilty of the crime of grand larceny in the first degree, and I ask that a warrant may be issued for his arrest on that charge. The defendant is and was, at all the times herein mentioned, a person of full age, and a resident of the City, County and State of New York, and the offence herein charged was committed in the said City of New York.

Sworn to before me this :

*Wm D. Harden*

day of August, 1891. :

*Do Jcl' Rully*  
*Police Justice*

POOR QUALITY  
ORIGINAL

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Sec. 198—200.

District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss.

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

Question. What is your name?

Answer.

*Abraham Backer*

Question. How old are you?

Answer.

*68 years*

Question. Where were you born?

Answer.

*Germany*

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

Answer.

*331 W 58th St 17 years*

Question. What is your business or profession?

Answer.

*Commissioner business*

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

Answer.

*I am not guilty and demand  
an Examination R. Backer*

Taken before me this

*13*

day of

*Aug*

*1891*

*J. C. Backer*  
Police Justice.

POOR QUALITY  
ORIGINAL

0280

Sec. 151.

Police Court 1st District.

CITY AND COUNTY } ss. In the name of the People of the State of New York; To the Sheriff of the County  
OF NEW YORK, } of New York, or any Marshal or Policeman of the City of New York:

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police  
Justices for the City of New York, by William D. Harden of the City of

of No. Savannah, in the State of Georgia, between March 12th, 1890 and  
August 12th, 1891, that on the 13th day of August, 1891,

at the City of New York, in the County of New York, the following article to wit: articles of personal  
property to wit:

\$9700 of 6% Certificates of indebtedness or Debentures  
of the Central Railroad & Banking Co. of Georgia, and 90  
shares of the capital stock of the Savannah, Georgia &  
of the value of \$25 per share, of the said  
of the value of \$25 per share, of the said Dollars,

the property of William D. Harden the Complainant  
w are taken, stolen and carried away, and as the said complainant has cause to suspect, and does suspect and  
believe, by Abraham Baker of the City of New York

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

These are Therefore, in the name of the PEOPLE of the State of New York, to command you the said  
Sheriff, Marshals and Policemen, and every of you, to apprehend the bod y of the said Defendant  
and forthwith bring him before me, at the First DISTRICT POLICE COURT, in the said City, or in  
case of my absence or inability to act, before the nearest or most accessible Police Justice in this City, to answer the  
said charge, and to be dealt with according to law.

Dated at the City of New York, this 13th day of August, 1891

Da J. C. B. J. POLICE JUSTICE

POOR QUALITY  
ORIGINAL

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Police Court ..... District.

THE PEOPLE, &c.,  
THE COMPLAINT OF

vs.

Warrant-Larceny.

Dated Aug 13 1889

J. Reilly Magistrate

E. J. Connor Officer.

The Defendant, Abraham Becker  
taken, and brought before the Magistrate, to answer  
the within charge, pursuant to the command con-  
tained in this Warrant.

E. J. Connor Officer.

Dated August 13 1889

This Warrant may be executed on Sunday or at  
night.

J. J. Reilly Police Justice.

Dated ..... 188

WARDEN and KEEPER of the City Prison of the City of New York.

Commissioner

25-8+  
Broadway

The within named

68  
27  
Germany  
St

having been brought before me under this Warrant, is committed for examination to the

POOR QUALITY  
ORIGINAL

0282

BAILED.  
No. 1, by Franklin  
Residence 309 Canal  
No. 2, by James  
Residence 127-100  
No. 3, by John  
Residence 127-100  
No. 4, by John  
Residence 127-100

Police Court--  
District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

William D. Hurd

Charles Hurd

Offence Grand Larceny  
in the first degree

Dated August 13th 1891

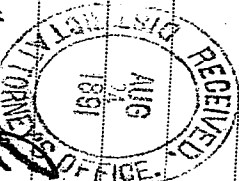
Donald O'Reilly Magistrate.

Demer Officer.

D. J. Sullivan Const. Precinct.

15000 Aug 14 2 PM

15000 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

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of fifteen thousand 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 Aug 14 1891 De J. C. Hurd Police Justice.

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

Dated Aug 14 1891 De J. C. Hurd Police Justice.

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

Dated 18 De J. C. Hurd Police Justice.

POOR QUALITY  
ORIGINAL

0283

COURT OF GENERAL SESSIONS

-----o  
The People &c.,

vs.

Abraham Backer.  
-----o

COUNTY OF NEW YORK, ss.:

S. HENRY DESSAU M.D. being duly sworn, says that he is a practicing physician, residing at No. 47 West 56th Street in the City of New York; that he is now and for the past eighteen years has been attending Abraham Backer of No. 331 West 58th Street, in said city; that the said Backer is dangerously ill <sup>with bronchitis</sup> ~~and~~ <sup>unable</sup> ~~to~~ leave his house or bed without risking his life.

Sworn to before me this )  
9<sup>th</sup> day of December, 1891.)

*S. Henry Dessau M.D.*

*Stanton Curry*  
NOTARY PUBLIC, WESTCHESTER CO.,  
CERTIFICATE FILED IN N. Y. CO.

POOR QUALITY  
ORIGINAL

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My General Enquiry

The Penitence

Abraham Barker

Admiral

Thomas J. G. B. B. B.

D. J. B. B.

0205

The People &c.,

v.

Abraham Backer.

Defendant is sought to be held for grand larceny under subdivision 2 of section 528 of the Penal Code, and complaint alleges that the defendant obtained the stock by falsely pretending that he needed it to get the note discounted. This turns out to be a falsehood out of whole cloth. Defendant simply himself discounted the note, receiving the collaterals and paying the proceeds of the discount to the complainant. He thus came lawfully into the possession of the stock without any fraud, trick, device or false pretence.

Assuming that he subsequently rehypothecated the stock to raise money for his own use while the discounted note remained unpaid, he is not guilty of larceny either at common law or under the Code, and this has been the law as Lord Coke laid it down and since the "Year Books."

Wilson v. People, 39 N.Y. 461.

Smith v. People, 53 N.Y. at pp. 113, 114.

The Penal Code, (sec. 355), makes it a misdemeanor—  
and that only— in a pawn-broker to sell a pledge before the  
money is due. Why should the Legislature single out the case  
of a pawn-broker, who is the pledgee, and define his offence

(2)

as a misdemeanor, if by a proper construction of section 528 a pledgee was guilty in improperly disposing of the pledge?

Of course, a pledgee who wrongfully sells or disposes of a pledge is liable in a civil action for converting the pledge; but nobody before, during all the centuries that this has been the law, ever supposed he was guilty of grand larceny.

Again, it is the A, B, C of the criminal law that there must be a felonious intent, an intent to steal, and that intent must be the principal motive for imprisonment for disposing of the property.

Wharton's Criminal Law sec. 883.

In *People v. Moore* (37 Hun foot p. 93) the court say: "The district attorney argues that under the provisions of the Penal Code the felonious intent to steal is not necessary. It appears to us, however, that this question is settled by the express provisions of the section. 'A person who, with intent to deprive or defraud the true owner of his property, or of the use and benefit thereof,' etc. This clause refers to and qualifies the four subdivisions of the section defining larceny. 'Felonious' is defined by Webster to be malignant, malicious, villainous, traitorous, perfidious.' Felonious intent, where used in penal statutes, means criminal intent, and criminal intent is an intent to deprive or defraud the trueowner of his property."

It is not sought to hold the defendant under the second subdivision of section 528. The defendant was neither a bailee, servant, attorney, agent, clerk, trustee or officer

**POOR QUALITY  
ORIGINAL**

0287

(3)

of the complainant. The term "bailee" in this statute applies to common carriers, similar persons, whose duty is simply to deliver the property to its owner, in the meantime taking care of it. It obviously does not apply to a pledgee who has an interest in the property as security for money advanced upon it.

In *Mc Court v. The People*, (64 N.Y. at p. 586), the court say:

"Every taking by a person of the personal property of another, without his consent, is not larceny; and this, although it was taken without right or claim of right, and for the purpose of appropriating it to the use of the taker. Superadded to this there must have been a felonious intent, for without it there was no crime. It would, in the absence of such an intent, be bare trespass, which, however aggravated, would not be a crime. It is the criminal mind and purpose going with the act which distinguishes a criminal trespass from a mere civil injury. (1 Hale's P.C. 509)."

In *People v. Pollock* (51 Hun 613) it was held that the "provisions of Penal Code, section 528, embracing within the definition of larceny what was formerly embezzlement and obtaining money or goods under false pretences, have not changed the method of proof of those offences, but require the same proof of criminal intent as was formerly necessary. To constitute guilt there must be evidence of intent to deprive or defraud the owner, and the jury must find such criminal intent as a fact upon the evidence before conviction can be had."

(4)

In the People v. Grim, (3 Crim. R. 317) the court held that "the purpose of Penal Code, sec. 528, was not to make every case of trespass de bonis, or trover, larceny. It was doubtless intended to change the former general rule of law that the crime of larceny necessitated a trespass. But it does not obviate the need of establishing by proof a criminal intent as an element of the crime of larceny. To constitute larceny, the property must be taken feloniously or be secreted, withheld or appropriated with felonious-- that is criminal-- intent."

In People v. Cruger (102 N.Y. at p. 512) the court say: "If the owner intended to part with the property for a special purpose, and the defendant used it only in the way prescribed, it could not be said to be stolen." And again they say: "An omission to account for the proceeds of the loan could not, by relation, change the voluntary act of the owner in parting with the pin into a larcenous taking by the defendant, nor sustain the allegation upon which the indictment stood, that the defendant 'feloniously did steal, take and carry away' the property in question. There may have been a breach of trust and even fraudulent conversion of the proceeds of the loan, but that does not constitute the offence charged. The exception was well taken."

In Hennekin v. Clews (77 N.Y. 427) the Court of Appeals held that the conversion of securities pledged to the defendants as collateral security for a loan— exactly what Mr. Backer is charged with— was discharged by the Bankers Act and that the debt was not created by the fraud of the banker,

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(5)

and that the word "fraud" in the Bankers Act meant positive fraud, or fraud in fact, involving moral turpitude or intentional wrong, as does embezzlement, and not implied fraud, or fraud in law, which may exist without the imputation of bad faith or immorality (foot p. 429, citing Neil v. Clark, 95 U.S. Rep. 704). It would be strange indeed that, if the act of the defendant had been, as here contended, grand larceny, no such a suggestion was made by court or counsel, and stranger yet, that the court should have used such language as we have quoted.

In the Matter of Bonner (8 Daly 75) citing Mc Neil v. Tenth National Bank (46 N.Y. 325), the rehypothecation of a pledgee was treated as a simple conversion, and no intimation made that it was felonious or larceny, and in both cases the court held that the person to whom the securities were repledged by the first pledgee wrongfully, got a good title as bona fide holder, and yet it has always been held in this state that a bona fide purchaser of stolen property got no title.

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To supplement the foregoing brief, we submit to the District Attorney the affidavit of Mr. Backer, that he never had any intent to defraud the complainant. That Backer did personally discount the note is shown in the cross examination of the complainant among the papers in the Police Court with the letters which he there produced and he is corroborated by Daniel J. Sullivan, a witness for the defendant in the Police Court, whose deposition is also among the papers, and he also

**POOR QUALITY  
ORIGINAL**

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shows that Mr. Backer did not rehypothecate the securities until July 1890. Mr. Backer failed and made an assignment in August 1891— eleven months afterward.

We are confident no jury would ever convict Mr. Backer, if the case went to them on the merits.

A.R. DYETT,

Counsel for Defendant.

POOR QUALITY  
ORIGINAL

0291

The People &c.,

v.

Abraham Backer.

DEFENDANT'S BRIEF.

A. R. DYETT,

Attorney for Defendant,

247 BROADWAY,  
NEW YORK CITY.

POOR QUALITY  
ORIGINAL

0292

No. 1.

408

District Attorney's Office.

PEOPLE

vs.

See Mr. Lundy  
about this.

DW

pay back  
at Manhattan Club  
till Nov 28th

No. 1.

408

District Attorney's Office.

Part One  
PEOPLE

vs.

Abraham Becker  
to fix a day for trial

Wait for  
see conference

POOR QUALITY  
ORIGINAL

0293

Court of General Sessions, PART *One*  
THE PEOPLE *vs.* ABRAHAM BACKER } INDICTMENT  
For

To

M.

No.

*Abraham Backer*

*247 Broadway*

Street.

The indictment against the above-named defendant for whose appearance you are bound, has been placed upon the Calendar for *to pay a day for late* at the Court of GENERAL SESSIONS of the Peace, at the Sessions Building, adjoining the New Court House, in the Park of the said City, on \_\_\_\_\_ the *9th* day of **DECEMBER** instant, at eleven o'clock in the forenoon.

If the defendant is not produced at that time, your bond will be forfeited.

**DE LANCEY NICOLL,**  
**JOHN R. FELLOWS,**

District Attorney.

POOR QUALITY  
ORIGINAL

0294

People

247 Burg

VS.

Backer

---

Notice

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Rec'd. Dec 8th

POOR QUALITY  
ORIGINAL

0295

NOTICE.-In issuing this transcript of record, the Health Department of the City of New York does not certify to the truth of the record transcribed. The seal of the Board of Health attests only the correctness of the transcript, and no inquiry as to the facts reported has been provided for by law.

New York, Dec 12, 189 1  
A Transcript from the Records of the Deaths Reported to the Health  
Department of the City of New York.

COUNTY OF NEW YORK.

STATE OF NEW YORK.

CITY OF NEW YORK.

CERTIFICATE AND RECORD OF DEATH

No. of Certificate,

41005

Abraham Backer

I hereby certify that I attended deceased from Nov 5, 189 1, to Dec 7, 189 1,  
that I last saw him alive on the 9<sup>th</sup> day of Dec, 189 1, that he died on the  
9<sup>th</sup> day of Dec, 189 1, about 12 o'clock A. M. or P. M., and that to best of my  
knowledge and belief, the cause of his death was as hereunder written:

Chief Cause, Heart Failure

Duration of Disease.

Contributing Cause, Catarrhal Pneumonia & Bronchitis

Sanitary Observations.

Witness my hand this 9<sup>th</sup> day of Dec 189 1

Place of Burial, Calver Fields

(SIGNATURE),

S. Henry Sessan, M. D.

Date of Burial, Dec 11, 1891

Undertaker, E. Hakeles,

Residence, 243 E 114

RESIDENCE,

47 W. 56

Burial permits issued at 301 Mott Street, Room 38, Week days, 7 A. M.-6 P. M. Sundays and Holidays, 8 A. M.-5 P. M.

Date of Death.	Full Name.	Age, in years, mos. and days.	Color.	Single, Married or Widowed.	Occupation.	Birthplace.	How long in U. S. if foreign born.	How long resident in New York City.	Father's Name.	Father's Birthplace.	Mother's Name.	Mother's Birthplace.	Place of Birth.	Last place of Residence.	Class of Dwelling (A tenement being a house occupied by three or more families)	Direct cause of Death.	Indirect cause of Death.	Date of Record.
<u>Dec. 9, 1891</u>	<u>Abraham Backer</u>	<u>64 years, 10 mos</u>	<u>White.</u>	<u>Married</u>	<u>Merchant</u>	<u>Germany</u>	<u>50 years</u>	<u>26 "</u>	<u>Abraham Backer</u>	<u>Germany</u>	<u>Hera Backer</u>	<u>Germany</u>	<u>331 W. 58</u>	<u>" "</u>	<u>Private</u>	<u>Heart failure</u>	<u>Pneumonia &amp; Bronchitis</u>	<u>Dec 10, 1891.</u>

A True Copy.

C. Goldman

FIRST DISTRICT POLICE COURT

The People, on complaint of William D. Harden,

---against---

A b r a h a m            B a c k e r .

COUNTY OF NEW YORK:

ABRAHAM BACKER, above named, being duly sworn, says:

I reside, and for many years past have resided, in the City of New York, No. 331 West 58th street, and during many years past have been doing business as a dealer in commercial paper at 285 Broadway, in said City. I know the above named William D. Harden. I was present at his examination as complainant before Hon. Daniel O'Reilly, Police Justice, at the Police Court in the First District on the 14th of August last, and heard his testimony and have read the same as taken down by the stenographer.

On the 14th day of March, 1890, at the request of the said Harden contained in the letters which he produced on that examination, I received from him his note dated March 12th, 1890, for \$10,000, referred to by him in said examination, and at the same time I received from him, as collateral security for the payment of the said note, the C.R.R. debentures amounting to \$9,700 and 90 shares Savannah Gaslight Company's stock, also referred to in the letters produced by the said Harden on his said examination. The said note was discounted by me personally with my own funds and the proceeds paid over to the said Harden, as also testified by him on his said examination. Subsequently to the said discount, and in-

(2)

dependent thereof, I procured the discount of the said note on my own behalf and for my benefit from the Merchants National Bank. After the said note became due, it was renewed by the said Harden, as testified to by him on his said examination. I did re-hypothecate the said securities received by me from the said Harden, as security for money loaned to me by said Merchants National Bank, but at the time of such re-hypothecation, I had no intent and never had any intent or thought of defrauding the said Harden of the said securities, or any part thereof, or in any other manner defrauding or wronging him or depriving him of the said securities or any part thereof. On the contrary, when I re-hypothecated the said securities, I honestly believed that I was perfectly solvent and worth at least \$500,000 over and above all my debts and liabilities, nor had I the slightest doubt that I would be able to redeem the said securities from such re-hypothecation and return them to the said Harden whenever he should become entitled thereto by the payment of his said note, or some subsequent renewal thereof. The said securities since the rehypothecation, have remained in the possession of the said Merchants National Bank and are now in its possession as collateral security for money loaned to me as aforesaid at a time when I honestly believed I was perfectly solvent and worth, as I have stated at least \$500,000. After the said Harden ascertained that I had rehypothecated the said securities and could not return them to him, I told him I didn't intend to wrong him, and he replied that he did not believe I did, and I respectfully call attention to the re-cross examina

POOR QUALITY  
ORIGINAL

0298

(3)

tion of the said Harden in which he doesn't deny this, but simply says that he does not remember but thinks it very likely took place.

I believe and have no doubt that the cause of my insolvency and failure was due to the unexpected shrinkage in value of railroad bonds and stock owned by me and I did not know of or suspect my insolvency until many months after I had rehypothecated the said securities as aforesaid. I always intended in good faith to return the said securities to the said Harden whenever he should become entitled thereto and never doubted my ability to do so until I discovered that I was insolvent and could not do so. The only reason why I did not do so was because when I discovered my insolvency, I was unable to redeem the said securities and return them to the said Harden.

Sworn to before me this

21 day of October, 1891.

*Louis Grunhut*  
*Notary Public*  
*Croft*

*Herbert B. Bunker*

POOR QUALITY  
ORIGINAL

0299

The People &c.,

v.

Abraham Backer.

AFFIDAVIT OF BACKER.

~~REDACTED~~  
A.R. DYETT,

Att'y. for Defendant,  
247 BROADWAY,

NEW YORK CITY.

POOR QUALITY  
ORIGINAL

0300

COURT OF GENERAL SESSIONS

For the City & County of New York.

-----  
The People of the State of New York

---against---

Abraham Backer.

-----

CITY & COUNTY OF NEW YORK, ss.:

JONATHAN BACKER, being duly sworn, says: I reside at 331 West 58th Street, in the City of New York, and am the son of Abraham Backer above named, and have resided with him at the said address in the City of New York for the past ten years. The said Abraham Backer died at the said residence on the 9th day of December, 1891. I saw the body of the said Abraham Backer after his death and know that he is dead.

Sworn to before me this )

12th day of December, 1891.)

*Jonathan Backer*

*James M. Tully*  
Notary Public  
N.Y. Co.

POOR QUALITY  
ORIGINAL

0301

(522)

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

THE PEOPLE OF THE STATE OF NEW YORK,

against

*Abraham Sadaer*

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

indictment, accuse *Abraham Sadaer*

of the crime of *Grand Larceny in the 2nd degree,*

committed as follows:

The said *Abraham Sadaer*,

late of the City of New York, in the County of New York aforesaid, on the  
*fifteenth* day of *July*, in the year of our Lord one thousand  
eight hundred and ninety, at the City and County aforesaid,

*being the agent and trader of one William D.  
Harden, and as such agent and trader  
then and there knowing in his possession,  
custody and control, certain property, to-wit:*

POOR QUALITY  
ORIGINAL

0302

of value, goods and chattels of the said William  
D. Hadden, the true owner thereof, to wit: shares  
written instruments, being written certificates and  
evidence of the ownership of the said William D.  
Hadden of certain valuable securities known as  
first class adventure bonds and certificates of  
indebtedness of the Central Railroad and Banking  
Company of Georgia of the par value of nine  
thousand and seven hundred dollars (the number  
of the said written instruments, and a more particular  
description thereof being to the Agent of my aforesaid  
undisclosed), of the value of ~~nine~~ thousand and  
seven hundred dollars, and one other written  
instrument, of the kind known as certificates  
of stock, being an evidence of the ownership of  
the said William D. Hadden of ninety shares  
of the capital stock of the Savannah River  
Light Company of the par value of twenty five  
dollars each share (a more particular description  
of which said certificates of stock is to the Agent  
of my aforesaid undisclosed), of the value of two

thousand, two hundred and fifty dollars,  
with force and arms, did feloniously ex-  
propriate the said property, articles of value,  
goods and chattels to his own use, with  
intent to deprive and defraud the said William  
D. Warden of the same, and of the use and  
benefit thereof, and the same property, articles  
of value, goods and chattels of the said  
William D. Warden did then and there and  
thereby feloniously steal: against the  
form of the Statute in such case made  
and provided, and against the peace of the  
People of the State of New York, and their  
disgrace.

De Lancey, New York,

Arthur H. H. H.

0304

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Bannon, Thomas

**DATE:**

11/27/91



4192

POOR QUALITY  
ORIGINAL

0305

Witnesses:

*Le Marchant, at*  
*27th Nov 1891*

Counsel,

Filed

day of

1891

Pleas,

*W. H. H. H. H.*

THE PEOPLE

vs.

*Thomas Bannion*

Assault in the First Degree, Etc.  
(Sections 217 and 218, Penal Code.)

DR LANCEY NICOLL,

District Attorney.

A TRUE BILL.

*W. H. H. H. H.*

Foreman.

*W. H. H. H. H.*

POOR QUALITY  
ORIGINAL

0306

Police Court—5 District.

City and County } ss.:  
of New York,

of No. 63 E. 133d Street, aged 24 years,  
occupation Laborer being duly sworn

deposes and says, that on the 24 day of Nov. 1887, at the City of New  
York, in the County of New York,

he was violently and feloniously ASSAULTED and BEATEN by Thomas  
Bannon (now Lee) who did  
wilfully attack deponent in  
the side with a knife  
then and there held in the  
hand of said Bannon

with the felonious intent to take the life of deponent, or to do him grievous bodily harm; and without  
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 24 day  
of Nov. 1887

A. White Police Justice.

POOR QUALITY  
ORIGINAL

0307

(1885)

Sec. 198-200.

CITY AND COUNTY } ss.  
OF NEW YORK, }

5 District Police Court.

*Thomas Bannon* 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.

*Thomas Bannon*

Question. How old are you?

Answer.

*32 yrs*

Question. Where were you born?

Answer.

*Ireland*

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

Answer.

*Bridge Hotel - 139 St*

Question. What is your business or profession?

Answer.

*Bricklayer*

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*  
*Thomas Bannon*

Taken before me this

*24*

day of

*May 1885*

Police Justice.

POOR QUALITY  
ORIGINAL

0300

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

*John & William  
63 & 63 St  
Brooklyn*

2 \_\_\_\_\_  
8 \_\_\_\_\_  
4 \_\_\_\_\_  
Offence *Fel. Assault*

Dated *Nov. 24* 188*9*

*White* Magistrate

*Anderson* Officer

*29* Precinct

Witnesses *Robert McDonald*

No. *339 E. 125* Street

*John McElrath*

No. *76 E* Street

No. *670* Street



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

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

Dated *Nov. 24* 188*9*, *A. J. White* 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 he to be discharged.

Dated \_\_\_\_\_ 188 \_\_\_\_\_ Police Justice.

POOR QUALITY  
ORIGINAL

0309

474

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

THE PEOPLE OF THE STATE OF NEW YORK,  
against

Thomas Bannon

The Grand Jury of the City and County of New York, by this indictment, accuse  
Thomas Bannon  
of the CRIME OF ASSAULT IN THE FIRST DEGREE, committed as follows:

The said Thomas Bannon  
late of the City of New York, in the County of New York aforesaid, on the 24th  
day of November in the year of our Lord one thousand eight hundred and  
ninety-one, with force and arms, at the City and County aforesaid, in and upon  
the body of one John Flynn in the peace of the said People  
then and there being, feloniously did make an assault and hit the said  
John Flynn with a certain knife

which the said Thomas Bannon  
in his right hand then and there had and held, the same being a deadly and  
dangerous weapon, then and there wilfully and feloniously did strike, beat, cut, stab and  
wound,

with intent him the said John Flynn  
thereby 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  
Thomas Bannon  
of the CRIME OF ASSAULT IN THE SECOND DEGREE, committed as follows:

The said Thomas Bannon  
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  
John Flynn in the peace of the said  
People then and there being, feloniously did wilfully and wrongfully make another assault,  
and hit the said John Flynn

with a certain knife  
which the said Thomas Bannon  
in his right hand then and there had and held, the same being a weapon and  
an instrument likely to produce grievous bodily harm, then and there feloniously did wilfully  
and wrongfully strike, beat, cut, stab 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.

Re Lancy Nicoll  
District Attorney

03 10

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Barlow, Albert W.

**DATE:**

11/23/91



4192

POOR QUALITY  
ORIGINAL

0311

Witnesses:

189  
Counsel, *W. B. Barlow*  
Filed *189*  
Pleads *W. B. Barlow*  
THE PEOPLE  
vs.  
Albert W. Barlow  
Assault in the First Degree, Etc.  
(Sections 217 and 218, Penal Code.)  
DE LANCEY NICOLL,  
District Attorney.  
A TRUE BILL.  
*W. B. Barlow*  
Foreman.  
*W. B. Barlow*  
S.P. 2 yrs.

POOR QUALITY  
ORIGINAL

03 12

Police Court— District.

City and County } ss.:  
of New York,

of No. 6 Bowery Street, aged 27 years,  
occupation Drug Clerk being duly sworn

deposes and says, that on the 16 day of November 1897 at the City of New  
York, in the County of New York, in Bowery

he was violently and feloniously ASSAULTED and BEATEN by Albert W.  
Barlow (now here) who cut and  
stabbed deponent in the left cheek  
with some sharp instrument then  
and there held in his hand

Max Dalin

with the felonious intent to take the life of deponent, or to do him grievous bodily harm; and without  
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 16 day }  
of November 1897 }

Max Dalin

[Signature] Police Justice.

POOR QUALITY  
ORIGINAL

0313

Sec. 198—200.

CITY AND COUNTY } ss.  
OF NEW YORK,

District Police Court.

Albert W. Barlow being duly examined before the under-  
signed according to law, on the annexed charge; and being informed that it is h<sup>is</sup> right to  
make a statement in relation to the charge against h<sup>im</sup>; that the statement is designed to  
enable h<sup>im</sup> if he see fit to answer the charge and explain the facts alleged against h<sup>im</sup>,  
that he is at liberty to waive making a statement, and that h<sup>is</sup> waiver cannot be used  
against h<sup>im</sup> on the trial.

Question. What is your name?

Answer. Albert W. Barlow

Question. How old are you?

Answer. 27 years.

Question. Where were you born?

Answer. U. S.

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

Answer. 6 Bowery. 9 Months

Question. What is your business or profession?

Answer. Drug Clerk

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

Answer. I have nothing to say just  
now. AW Barlow

Taken before me this

day of November 1887

Police Justice.

POOR QUALITY  
ORIGINAL

0314

BALIED,  
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

Max S. Green  
1. Henry  
Albert W. Austin

2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

Offence Assault & Battery

Dated November 16 1891

Magistrate  
Officer

Witnesses  
No. \_\_\_\_\_  
Street \_\_\_\_\_

RECEIVED  
NOV 19 1891  
DISTRICT ATTORNEY'S OFFICE.  
No. \_\_\_\_\_  
Street \_\_\_\_\_

No. \_\_\_\_\_  
Street \_\_\_\_\_

No. \_\_\_\_\_  
Street \_\_\_\_\_

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

Defendant

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of \_\_\_\_\_ 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 November 16 1891 \_\_\_\_\_ Police Justice.

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

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

There being no sufficient cause to believe the within named \_\_\_\_\_ guilty of the offence within mentioned. I order h to be discharged.

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

POOR QUALITY  
ORIGINAL

0315

474

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

THE PEOPLE OF THE STATE OF NEW YORK,  
against

Albert W. Barlow

The Grand Jury of the City and County of New York, by this indictment, accuse  
Albert W. Barlow  
of the CRIME OF ASSAULT IN THE FIRST DEGREE, committed as follows:

The said Albert W. Barlow  
late of the City of New York, in the County of New York aforesaid, on the sixteenth  
day of November in the year of our Lord one thousand eight hundred and  
ninety-one, with force and arms, at the City and County aforesaid, in and upon  
the body of one Max Dalin in the peace of the said People  
then and there being, feloniously did make an assault and him the said  
Max Dalin with a certain sharp in-  
strument to the Grand Jury aforesaid unknown,  
which the said Albert W. Barlow  
in his right hand then and there had and held, the same being a deadly and  
dangerous weapon, then and there wilfully and feloniously did strike, beat, cut, stab and  
wound, with intent him the said Max Dalin  
thereby 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  
Albert W. Barlow  
of the CRIME OF ASSAULT IN THE SECOND DEGREE, committed as follows:

The said Albert W. Barlow,  
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  
Max Dalin in the peace of the said  
People then and there being, feloniously did wilfully and wrongfully make another assault,  
and him the said Max Dalin  
with a certain sharp instrument to the  
Grand Jury aforesaid unknown,  
which the said Albert W. Barlow  
in his right hand then and there had and held, the same being a weapon and  
an instrument likely to produce grievous bodily harm, then and there feloniously did wilfully  
and wrongfully strike, beat, cut, stab 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.

Lee Lancey Recoll,  
District Attorney.

03 16

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Barry, John

**DATE:**

11/18/91



4192

0317

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Barry, John

**DATE:**

11/18/91



4192

03 18

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Barry, Richard J.

**DATE:**

11/18/91



4192

POOR QUALITY  
ORIGINAL

0319

Witnesses:

Counsel,

Filed

Pleads,

24

THE PEOPLE

342663 vs.

Robbery, (Sections 224 and 228, Penal Code.)  
Degree.

P

John Barry

Richard J. Barry

Superceded by new  
indictment no. 2  
Dec 7, 1891

DE LANCEY NICOLL,

District Attorney.

Get record of these defendants  
from the officers H.D. 11

A TRUE BILL.

*(Signature)*

Feb 2 - Nov. 23, 1891 Foreman.

~~Richard J. Barry~~

Attempt at Robbery 3rd deg.

S.P. 4 yrs 8 10 mo.

Jan 12 92 P.M.

POOR QUALITY  
ORIGINAL

0320

No. 3.

410

GRAND JURY ROOM.

PEOPLE

vs.

*Richard Barry*  
*Et al*

DE LANCEY NICOLL

TO THE CHIEF CLERK.

Please send me the Papers in the Case of

PEOPLE

vs.

*John Barry*  
*and*

*Richard J. Barry*

*Robbery*

*Put this case on before*  
*the Recorder Part II*  
*Dec 9th 1891*

*H. D. Macdonald*  
District Attorney.

POOR QUALITY  
ORIGINAL

0321

482

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 Barry and  
Richard J. Barry*

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

*John Barry and Richard J. Barry*  
of the CRIME OF ROBBERY in the *first* degree, committed as follows:

The said *John Barry and Richard J. Barry*, both —

late of the City of New York, in the County of New York aforesaid, on the *seventh* day of *November*, in the year of our Lord one thousand eight hundred and ninety- *one*, in the *middle* time of the said day, at the City and County aforesaid, with force and arms, in and upon one *John Riddle*, —

in the peace of the said People then and there being, feloniously did make an assault; and

*one gold of the value of six dollars, and  
the sum of one dollar and fifty cents in  
money, lawful money of the United States  
of America, and of the value of one dollar  
and fifty cents,*

of the goods, chattels and personal property of the said *John Riddle*, —  
from the person of the said *John Riddle*, — against the will  
and by violence to the person of the said *John Riddle*, —  
then and there violently and feloniously did rob, steal, take and carry away, *the said*

*John Barry and Richard J. Barry and each  
of them, being then and there aided, abetted, incited,  
advised, procured, to wit: each by the other, and  
also by a certain man whose name is to the  
Grand Jury aforesaid as yet unknown*, —  
against the form of the statute in such case made and provided, and against the peace of the  
People of the State of New York and their dignity.

*Subscribed and sworn to before me this  
[illegible] day of [illegible] 1901.*

0322

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Beck, George

**DATE:**

11/25/91



4192

POOR QUALITY  
ORIGINAL

0323

Witnesses:

*Ryther been*

*in den*

*Anthony Reed*

*Ph*

Counsel,

Filed

Plends,

1891

*25th Nov*

THE PEOPLE

vs.

*George Beck*

[Sections 528, 530, 550 Penal Code.]  
Grand Larceny  
Second Degree

DE LANCEY NICOLL,

District Attorney.

A True Bill.

Foreman.

*Henry J. Foley*  
*24th Nov. 1891*

POOR QUALITY  
ORIGINAL

0324

(1965)

Police Court—2 District.

Affidavit—Larceny.

City and County }  
of New York, } ss.

of No. 120 East 34 Street, aged 34 years,

occupation Broker being duly sworn,

deposes and says, that on the 20 day of November 1891 at the City of New

York, in the County of New York, was feloniously taken, stolen and carried away from the possession

of deponent, in the day time, the following property, viz:

One overcoat of the value of about  
fifty 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 George Dick, (now here) from

the fact that deponent was visiting his

brother's house 114 East 10th Street, and

was sitting in the parlor. That the defendant

came to the door and handed a note to the

servant, which note the servant took up

stairs. That the said servant called down

that the defendant took the said coat from

the rack in the hall, and deponent saw him

going down the street with the said

overcoat in his possession, and caused his

arrest. Therefore deponent prays that

the affidavit be held and held with

as the law directs

Howard H. Henry

Sworn to before me this

day

of

1891

Police Justice.

POOR QUALITY  
ORIGINAL

0325

Sec. 198-200.

CITY AND COUNTY }  
OF NEW YORK, } ss.

2 District Police Court.

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

Question. What is your name?

Answer.

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.

*I am not guilty.*  
*Geo. Beck,*

Taken before me this

John S. Kelly  
1881  
Police Justice.

POOR QUALITY  
ORIGINAL

0325

BAILED,  
No. 1, by \_\_\_\_\_  
Residence \_\_\_\_\_  
Street \_\_\_\_\_  
No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_  
Street \_\_\_\_\_  
No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_  
Street \_\_\_\_\_  
No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_  
Street \_\_\_\_\_

1448  
Police Court---

District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*Donald C. Murray*  
120 East 34th St.

*James C. Scott*

2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_

Off. *James C. Scott*

Direct *for 21*

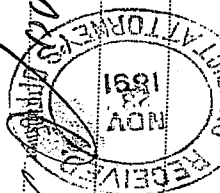
*John A. Kelly*  
Magistrate  
Census of full-time Officers

*James C. Scott*  
Precinct.

*42 East 13*  
Street.

*170 East 16*  
Street.

*110 East 16*  
Street.



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 \_\_\_\_\_ 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 *Nov 21* 18 \_\_\_\_\_ Police Justice.

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

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

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

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

POOR QUALITY  
ORIGINAL

0327

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

THE PEOPLE OF THE STATE OF NEW YORK,

against

*George Beck*

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

*George Beck*

of the CRIME OF GRAND LARCENY in the *second* degree committed as follows:

The said

*George Beck,*

late of the City of New York, in the County of New York aforesaid, on the *20th*  
day of *November* in the year of our Lord one thousand eight hundred and  
*ninety-one*, at the City and County aforesaid, with force and arms,

*one overcoat of the  
value of fifty dollars*

of the goods, chattels and personal property of one

*Howard W. Henry*

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

POOR QUALITY  
ORIGINAL

0328

SECOND COUNT—

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

~~Howard W. Henry~~ *George Beck*  
of the CRIME OF RECEIVING STOLEN GOODS, committed as follows:

The said

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

*one overcoat of the value  
of fifty dollars*

of the goods, chattels and personal property of one

*Howard W. Henry*

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

*Howard W. Henry*

unlawfully and unjustly, did feloniously receive and have; the said

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

DE LANCEY NICOLL,

*District Attorney.*

0329

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Bergowitz, Leopold

**DATE:**

11/12/91



4192

POOR QUALITY  
ORIGINAL

0330

Witnesses:

Counsel,

Filed 12

day of

1891

Pleas,

THE PEOPLE

vs.

Leopola Bergovitz

Grand Larceny, Second Degree,  
[Sections 228, 229, Penal Code.]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Foreman.

24th Dec 1891

POOR QUALITY  
ORIGINAL

0331

Police Court—3 District.

Affidavit—Larceny.

City and County }  
of New York, } ss.

of No. 64 Goerck Ignatz Drieker  
occupation Blacksmith Street, aged 24 years,  
being duly sworn

deposes and says, that on the 5 day of November 1891 at the City of New  
York, in the County of New York, was feloniously taken, stolen and carried away from the possession  
of deponent, in the day time, the following property, viz:

& Two Silver watches and one Gold  
Chain altogether valued at Fifty  
Dollars

the property of Alphonse F. and Joseph Hollender  
and in the care and custody of Alphonse

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 Leopold Bergowitz (now here)  
for the reasons following to wit:

on said date the said property was  
in the deponents bed room in House  
no 64 Goerck Street. Alphonse missed  
said property - Alphonse is informed by  
Mrs Maria Roth that she saw the defendant  
in the deponents room and that the defendant  
was the only person that went into said room  
during deponents absence - Alphonse caused  
the arrest of Defendant, and he is informed  
by Officer W. J. McCormack of the 13<sup>th</sup> Precinct  
that he searched the Defendant and found  
in his possession one watch (which deponent  
fully identified as the property of Joseph

of  
Sworn to before me this  
day

Police Justice

POOR QUALITY  
ORIGINAL

0332

Hollender, and ~~a~~ Pawn tickets representing  
a watch and a chain, deponent visited  
the Pawnshops mentioned in said Pawn  
tickets and fully identified the property  
pawned as his property,

<sup>his</sup>  
Ignatz X Drucker  
mark

Osworn to before me  
this 6<sup>th</sup> day of November 1891

P. H. Keefe  
Police Justice

POOR QUALITY  
ORIGINAL

0333

CITY AND COUNTY }  
OF NEW YORK, } ss.

*William J. McCormack*  
aged \_\_\_\_\_ years, occupation *Police Officer* of No. *13 Precinct*  
Street, being duly sworn, deposes and  
says, that he has heard read the foregoing affidavit of *Ignatz Drucker*  
and that the facts stated therein on information of deponent are true of deponent's own  
knowledge.

Sworn to before me, this *6*

day of *Nov*

189*0*,

*Wm J. McCormack*

*Wm J. McCormack*  
Police Justice

POOR QUALITY  
ORIGINAL

0334

Sec. 198-200.

CITY AND COUNTY  
OF NEW YORK, ss.

3 District Police Court.

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

Question. What is your name?

Answer.

*Leopold Bergowitz*

Question. How old are you?

Answer.

*19 yrs*

Question. Where were you born?

Answer.

*Austria*

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

Answer.

*331 E-Houston St 4 months*

Question. What is your business or profession?

Answer.

*Laborer*

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

Answer.

*I am guilty*

*his*  
*Leopold X Bergowitz*  
*mark*

Taken before me this

day of

*July 1894*

Police Justice.

POOR QUALITY  
ORIGINAL

0335

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

Ignatius Bruckey  
67 Bowler St.  
Stephen Bergman

Offence Larceny Felony

Dated Nov 6 1891

Magistrate

McComick Officer

13 Precinct

Witness Officer

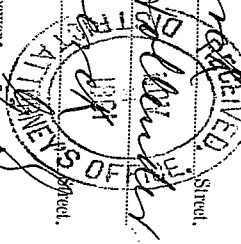
No. \_\_\_\_\_  
Street \_\_\_\_\_

Marion Roth

No. 64 Green St.

Joseph McComick

No. 64 Bowler St.  
\$ 500 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

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 Nov 6 1891 Police Justice.

I have admitted the above-named

to bail to answer by the undertaking hereto annexed.

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

There being no sufficient cause to believe the within named

guilty of the offence within mentioned. I order he to be discharged.

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

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

THE PEOPLE OF THE STATE OF NEW YORK

against

*Leopold Bergowitz*

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

*Leopold Bergowitz*  
of the CRIME OF GRAND LARCENY IN THE *Second*

as follows:

DEGREE, committed

The said

*Leopold Bergowitz*

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

*two watches of the value of  
fifteen dollars each and one  
chain of the value of twenty  
dollars*

of the goods, chattels and personal property of one

*Ignatz Drucker*

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

POOR QUALITY  
ORIGINAL

0337

SECOND COUNT—

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

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

The said

*Leopold Bergowitz*

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,

*two watches of the value of  
fifteen dollars each, and one  
chain of the value of twenty  
dollars*

of the goods, chattels and personal property of one

*Ignatz Drucker*

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

*Ignatz Drucker*

unlawfully and unjustly did feloniously receive and have; the said

*Leopold Bergowitz*

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

DE LANCEY NICOLL,

*District Attorney.*

0338

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Bilek, Viliam

**DATE:**

11/27/91



4192

0339

POOR QUALITY  
ORIGINAL

Witnesses:

Counsel,

Filed

day of,

1891

Pleads,

THE PEOPLE

vs.

William Bilek

Grand Larceny,  
(From the Person)  
[Sections 228, 229,  
Penal Code.]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

(Signed) *Wm. B. Bilek*

Foreman.

Off. Sec. *Wm. B.*  
Court 2 - Dec. 7, 1891  
Ind and Acquitted

POOR QUALITY  
ORIGINAL

0340

(1865)

Police Court—4<sup>th</sup> District.

Affidavit—Larceny.

City and County } ss.  
of New York,

Desi Trojan  
of No. 1379 — Avenue A Street, aged 18 years,  
occupation Drug clerk being duly sworn,  
deposes and says, that on the 15<sup>th</sup> day of Nov 1897 at the City of New  
York, in the County of New York, was feloniously taken, stolen and carried away from the possession  
and person of deponent, in the night time, the following property, viz:

Good and lawful money  
of the United States, of the  
value of Three (3) 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 William Biles (nowhere) further

reason, that at about 10 P.M.  
said date, defendant took  
said money from deponent's  
hand, while deponent and  
defendant were together in  
a Car of the Elevated railroad.  
Whereupon, defendant charged  
defendant with taking, stealing  
and carrying away said money  
from deponent's person and possession.

Desi Trojan

Sworn to before me, this 19<sup>th</sup> day

of

Nov 1897

Police Justice.

0341

POOR QUALITY  
ORIGINAL

Sec. 198-200.

CITY AND COUNTY } ss.  
OF NEW YORK,

District Police Court.

*William Bilek* 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. *William Bilek*

Question. How old are you?

Answer. *23 years*

Question. Where were you born?

Answer. *Bohemia*

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

Answer. *1379 Avenue A — 18 days*

Question. What is your business or profession?

Answer. *butcher*

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.**William Bilek*Taken before me this  
day of *March* 1901

1901

*Wm. J. Brady*

POOR QUALITY ORIGINAL

0342

BAILED,  
No. 1, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street \_\_\_\_\_  
No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street \_\_\_\_\_  
No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street \_\_\_\_\_  
No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street \_\_\_\_\_

1448  
Police Court - 14 - District

THE PEOPLE, vs  
ON THE COMPLAINT OF  
William Hoffman  
1379 Avenue C  
William Miller

Offence \_\_\_\_\_  
Hoffman, for a person

Dated Nov 19-91

Grady Magistrate  
Judson Officer

25th Precinct

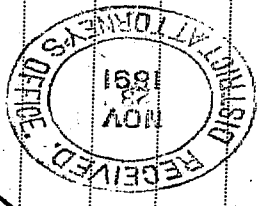
Witnesses \_\_\_\_\_

No. \_\_\_\_\_ Street \_\_\_\_\_

No. \_\_\_\_\_ Street \_\_\_\_\_

No. \_\_\_\_\_ Street \_\_\_\_\_

\$ 1000 - TO ANSWER \_\_\_\_\_



Wm Hoffman

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

Defendant

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of \$1000 - 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 Nov 19-1891 \_\_\_\_\_ Police Justice.

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

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

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

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

POOR QUALITY  
ORIGINAL

0343

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

501

THE PEOPLE OF THE STATE OF NEW YORK

against

William Dilek

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

William Dilek  
of the CRIME OF GRAND LARCENY in the first degree, committed as follows:  
The said William Dilek

late of the City of New York, in the County of New York aforesaid, on the 15th day of November in the year of our Lord one thousand eight hundred and ninety-one, in the night-time of the said day, at the City and County aforesaid, with force and arms,

the sum of three dollars  
in money, lawful money of  
the United States of America,  
(and more particular description  
whereof is to the Grand Jury  
aforesaid unknown) of the  
value of three dollars —

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

He Lancey Nicoll,  
District Attorney

0344

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Bien, Charles

**DATE:**

11/05/91



4192

0345

POOR QUALITY  
ORIGINAL

Witnesses:

*Ray Barlow*  
*[Signature]*

*No 28 McCallum*  
*[Signature]*  
Counsel,  
Filed *[Signature]* 189  
Pleads, *[Signature]*

THE PEOPLE

vs.

*Charles Bien*

Assault in the First Degree, Etc.  
(Sections 217 and 218, Penal Code.)

*[Signature]*  
*[Signature]*

DR LANCEY NICOLL,  
District Attorney.

A TRUE BILL.

*[Signature]*  
*[Signature]* Foreman.  
*[Signature]*  
*[Signature]*  
*[Signature]*

POOR QUALITY  
ORIGINAL

0346

Police Court— District.

City and County } ss.:  
of New York,

of No. 60 Governor Street, aged 34 years,  
occupation Housekeeper being duly sworn  
deposes and says, that on the 28 day of October 1889 at the City of New  
York, in the County of New York,

She was violently and feloniously ASSAULTED and BEATEN by

Charles Pien (murderer)  
who stabbed and cut  
deponent several times on  
the right shoulder with  
the blade of a pocket  
knife he then and there  
held in his hand

with the felonious intent to take the life of deponent, or to do him grievous bodily harm; and without  
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 30 day  
of October 1889

Elizabeth Pien  
deponent  
John Ryan Police Justice.

POOR QUALITY  
ORIGINAL

0347

Sec. 198-200.

CITY AND COUNTY } ss.  
OF NEW YORK, }

3 District Police Court.

*Charles Bien* 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. *Charles Bien*

Question. How old are you?

Answer. *33 years*

Question. Where were you born?

Answer. *Newark N.J.*

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

Answer. *165 Governor St. Newark*

Question. What is your business or profession?

Answer. *Carpenter*

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*

*Charles Bien*

Taken before me this

day of

Police Justice.

POOR QUALITY  
ORIGINAL

0348

The Magistrate's finding  
at the City Court  
in my absence will  
be the same as that  
the within plea  
John Henry  
Cataphetic

BAILED,  
No. 1, by \_\_\_\_\_  
Residence \_\_\_\_\_  
No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_  
No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_  
No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_

98 1368  
Police Court

District

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Charles D. Smith  
Charles D. Smith

Offence Indecent Assault

Dated

Oct 30 1891

Magistrate

Magistrate's Office

Witnesses

No. \_\_\_\_\_

Residence \_\_\_\_\_

No. \_\_\_\_\_

Residence \_\_\_\_\_

No. \_\_\_\_\_

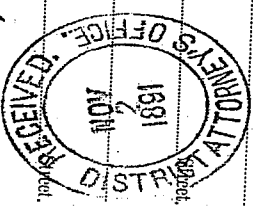
Residence \_\_\_\_\_

No. \_\_\_\_\_

Residence \_\_\_\_\_

No. \_\_\_\_\_

Residence \_\_\_\_\_



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

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of 1000 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 Oct 30 1891 [Signature] Police Justice.

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

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

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

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

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 Dien*

The Grand Jury of the City and County of New York, by this indictment, accuse  
*Charles Dien*  
of the CRIME OF ASSAULT IN THE FIRST DEGREE, committed as follows:

The said *Charles Dien*  
late of the City of New York, in the County of New York aforesaid, on the *28th*  
day of *October* in the year of our Lord one thousand eight hundred and  
ninety-*one*, with force and arms, at the City and County aforesaid, in and upon  
the body of one *Elizabeth Dien* in the peace of the said People  
then and there being, feloniously did make an assault and *her* the said  
*Elizabeth Dien* with a certain *knife*

which the said *Charles Dien*  
in *his* right hand then and there had and held, the same being a deadly and  
dangerous weapon, then and there wilfully and feloniously did strike, beat, cut, stab and  
wound,

with intent *her* the said *Elizabeth Dien*  
thereby 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 Dien*  
of the CRIME OF ASSAULT IN THE SECOND DEGREE, committed as follows:

The said *Charles Dien*  
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  
*Elizabeth Dien* in the peace of the said  
People then and there being, feloniously did wilfully and wrongfully make another assault,  
and *her* the said *Elizabeth Dien*  
with a certain *knife*

which the said *Charles Dien*  
in *his* right hand then and there had and held, the same being a weapon and  
an instrument likely to produce grievous bodily harm, then and there feloniously did wilfully  
and wrongfully strike, beat, cut, stab 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.

*De Lancey Nicoll*  
District Attorney

0350

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Bimberg, Meyer R.

**DATE:**

11/12/91



4192

0351

POOR QUALITY  
ORIGINAL

Witnesses:

Counsel,

Filed

Pleads,

12 day of Nov 1891

April 13

THE PEOPLE

vs.

B

Meyer R. Rimberg

Transferred to the Court of Special  
Sessions for trial and final disposition.

Part 2. Nov. 24th LANCEY NICOLL,

District Attorney.

A TRUE BILL.

(Lancey)

Foreman.

POOR QUALITY  
ORIGINAL

0352

(522)

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

THE PEOPLE OF THE STATE OF NEW YORK,

against

*Meyer A. Sindberg*

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

indictment, accuse *Meyer A. Sindberg* of  
a misdemeanor,

of the crime of—

committed as follows:

The said *Meyer A. Sindberg*

late of the City of New York, in the County of New York aforesaid, on the  
*twenty-fifth* day of *October*, in the year of our Lord one thousand  
eight hundred and ninety- *one* —, at the City and County aforesaid,  
*did unlawfully admit to, and allow to*  
*remain in a certain dance-house then situate,*  
*kept and managed by him in whole, one*  
*Rathene Maher, who was then and then a*

0353

POOR QUALITY  
ORIGINAL

child actually and apparently under the age  
of sixteen years, to wit: by the age of fifteen  
years, she the said Katharine neither not being  
then and there accompanied by her parent or  
guardian; 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.

W. S. Sancer, Clerk,

*Attorney.*

0354

**BOX:**

456

**FOLDER:**

4192

**DESCRIPTION:**

Bock, Gottbet

**DATE:**

11/25/91



4192

Witnesses:

Counsel,

Filed

1891

Pleads,

THE PEOPLE

vs.

30  
4  
30  
Garret Boek

CRIME AGAINST NATURE.  
[Sec. 303, Penal Code.]

John R. Mellows  
JOHN R. MELLOWS

District Attorney.

A TRUE BILL.

(Signed)

Foreman.

Part 3, Dec 16/91 -

Pleads - Assault 3<sup>d</sup> deg.

Den 1<sup>st</sup> P.M.  
Jan 1/92

5550

Police Court / District.

City and County } ss.  
of New York.

of No. 100 Battery, Police Justice Street, aged 34 years,  
occupation police officer, being duly sworn, deposes and says,  
that on the 19 day of November 1891, at the City of New  
York, in the County of New York,

Deponent arrested Henry Brown  
and Gattick Boen (nowhere) who  
did commit the detestable and  
abominable crime against nature  
and that said Brown did carnally  
know a male person to wit said  
Boen in a manner contrary to  
nature, and that said Boen did  
voluntarily submit to such carnal  
knowledge for the reasons following  
to wit, That about the hour of  
10 o'clock p.m. on said day deponent  
found said Brown with his knees  
flouring the penis of said Boen  
(who was standing up) in his  
said Brown's mouth in the  
Arms of Battery, Police and that  
he arrested them, and charged them  
with having committed the  
detestable and abominable crime  
against nature in violation of  
Section 303 of the Penal Code

Sworn to before me 1891  
this 19th day of November } J. L. Livingston

Police Justice

POOR QUALITY  
ORIGINAL

0357

Mr Beck

I just had a  
letter from my lawyer  
The trial comes on the  
15<sup>th</sup> he says that if you  
would stand firm  
and say that it was  
not so he could  
do as well as

POOR QUALITY  
ORIGINAL

0358

Sec. 198-200.

District Police Court.

CITY AND COUNTY } ss.  
OF NEW YORK,

*Gottlieb Boek* 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.

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.

*I am not guilty.*  
*Gottlieb Boek.*

Taken before me this  
day of *March* 189*7*

Police Justice

No. 1.

408

District Attorney's Office.

PEOPLE

— vs. —

H. Brown

Salesman - 52

Yours truly -

Wanted daughter -

Wife - out of

employment -

Working on horses -

Alimony & back

Lindsay

M. M. Budlong

20 Nassau St

represents defendant

POOR QUALITY  
ORIGINAL

0360

Sec. 198-200.

CITY AND COUNTY }  
OF NEW YORK, } ss.

1st District Police Court.

*Henry Brown* 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. *Henry Brown*

Question. How old are you?

Answer. *53 years.*

Question. Where were you born?

Answer. *United States*

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

Answer. *416 7th Avenue. 9 years.*

Question. What is your business or profession?

Answer. *Shoesman*

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*

*41 Beaver*

Taken before me this

day of *March* 1937

Police Justice.

POOR QUALITY  
ORIGINAL

0361

help you  
me but if you tell  
the story that you  
told him it makes  
it worse for ~~you~~  
both let me speak  
to you when we  
are walking & doing  
Henry Brown

0362

Date 11/27/19 1889  
Sumner Magistrate.  
James J. Sumner Officer.  
Cordelia Cullen  
 Witnesses \_\_\_\_\_  
 No. \_\_\_\_\_ Street.

District

1446

THE PEOPLE, &  
ON THE COMPLAINT OF

Offen

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 Ten Hundred Dollars, Each and be committed to the Warden and Keeper of the City Prison, of the City of New York, until he give such bail.

Dated 11/07/91 1891 Police Justice

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

*Dated*.....18.....*Police Justice.*

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

Dated..... 18..... Police Justice.

POOR QUALITY  
ORIGINAL

0363

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

THE PEOPLE OF THE STATE OF NEW YORK,

against

*Gottlieb Book*

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK, by this  
indictment, accuse *Gottlieb Book*  
of the CRIME AGAINST NATURE, committed as follows:

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

POOR QUALITY  
ORIGINAL

0364

SECOND COUNT:—

AND THE GRAND JURY AFORESAID, by this indictment further

accuse the said *Gottlieb Bock* —

of the same CRIME AGAINST NATURE, committed as follows:

The said *Gottlieb Bock*, —

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

*John R. Fellows*,  
JOHN R. FELLOWS,

*District Attorney.*