

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
warrant at \$12.00

W

It appearing by satisfactory
proof that the within named
defendant did on
December 12th 1891
the conditions of the
order committing him to
bail having been duly
completed with, I consent
that the sum of Twelve
Thousand Dollars being
deposited in lieu of
bail, he be released
upon my number 12-1891

Danaway McCall
District Attorney

27th

Counsel,

Filed 25th day of Nov 1891

Pleas, A. Magally Esq

THE PEOPLE

vs.

[Signature]

Abraham Backus

[Signature]
DE LANCEY NICOLL,

District Attorney.

We endorse
on back of dist atty

A TRUE BILL.

Dec 14/91
[Signature]

Foreman.

First District
Police Court

William D. Harden
vs
Abraham Baker

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

Appearances

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

William D. Harden, the complainant being duly sworn in an oath 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 his own knowledge but

what other people told 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 required to refer as it constitutes the declarations of Fullinwider, and information derived from him from the national joint bank, and the merchants national bank, as not being evidence against the prisoners
And I want that they be disregarded by the Court.

By the Court Motion denied
 Mr Dyett Exception
 I who drew this affidavit upon
 which this warrant was issued
 Mr Cattermeyer

Objected to as immaterial
 By the Court
 you have the affidavit there,
 and if its not properly drawn
 so much the better for you and
 the defendant.

Mr Dyett
 That was 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 Plaintiff's
 attorney in this case.
 Mr Dyett
 I press the question, do you

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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

Did you have the assistance
of Samuel in preparing this
affidavit?

Mr Entenmeyer Same objection
By the Court Sustained
Madgett Exception

When this affidavit was proposed
did you have before you at that
time the Penal Code of this state
on the subject of perjury?

Mr Entenmeyer Same objection
By the Court Sustained
Madgett Exception

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

5

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

Q Did you ever have any personal
interview with the respondent
upon the subject of allowing him
to you and the giving of this
collateral security. ~~and what~~

Q ~~At~~ At what time
Q ~~at~~ 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 discov-
ering your note as stated in your
complaint did you have any
personal interview with him

A No I had not seen him in some

6

35 years or more

Q Did anybody have any personal
interview with him in your
presence on that subject a fact
to you or ^{the} collateral

A Not at all not 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 memo
and answers or letters.

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

A I think, I cannot be absolutely
certain that it was on the 4th
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 11th 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

In your affidavit you stated that the note was delivered to the defendant 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?

In writing?

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Q Produce it,

A It is in the letter dated January 15th 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

Q Then marked 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

addressed to the defendant upon the
employment ^{and} agreement that
he should procure the sum to
be accounted.

Q That is the only agreement upon
the subject of that first note
of Now you also say that the defen-
dant 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.

Where is it

A Here it is producing letter bearing
of 4 1890.

Q In that the letter set forth in your
deposition?

A I take it for granted it is so under-
stood it when signed the deposition
of I want it as evidence, that letter
is addressed to one of Mrs. Crook's
Ayesse 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 ^{his} 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 not he
and the contrary say he will
discount it

Ayes he says he will discount it
but he does not say he will discount
it with his own money.

On 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

17

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 Baker & J Sullivan
now does that letter say one word
about negotiating a note

A Does that do

If you are a lawyer and a judge of
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 would have been aware
of getting that first note discounted
if you produce it?

A I don't mean that there, I ~~don't~~ ^{didn't} know
that he did get it discounted.
I didn't even 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 mean
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?

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. ^{and}

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 received 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 ^a 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

Agassi

When did he make that agreement

When he said I will discount

the note and send him the

15

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 town
and when I renewed it I paid ^{him} ~~money~~
brokerage and that is why I stated
now that is the original intention
If you don't say here it was his intention
If you state distinctly that he agreed
to have it discounted

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

If I don't ever tell you that he had
got that first note discounted
before sending you the proceeds.
The news did

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

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

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 ^{said} note and that ^{said} collaterals
should accompany the note and
be returned to me upon payment of ^{said} note
when was that express agreement
made?

A March 14th 1890

Is that the case here set forth?
(showing witness)

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

17

Dollars due Oct 6th 1890. And CRR
Adventures acy to \$9700 And unity Co
Shores Jarand Gas Light Co stock
the securities to be held by me as collateral
on your note.
Wm Dyer

I am to have the letter marked
By the Court for the 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 70th that was the first interview
I went to him that was about
October 4th 1890

If and was that a personal interview
A 70th present
If was it renewed for the whole
amount?
Ayes for the entire amount
If when that renewal became
due did you see him personally
A 70th but a short time before it

became due I did
inquire to see please then
The note became due on the 9th of
February, and I should not be
checked then because my court was
in session then, but I was told in
New York about the 22^d or 23^d of January
1891 until the 29th, and during
that time I went to Mr. Baker
and asked him why I should 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 his statement in
which he charges me a half
percent brokerage and which

POOR QUALITY
ORIGINAL

0239

19

I paid and a check he signed, 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 making a number
and in my pencil all the bank
of it, and here it is, he received
the check, and here is his receipt
for it

My dear

I am these papers to record
of the last papers recorded Ex 5.6 2/4
of how on either of the occasions
that you mention was anything
paid about collateral?

Yes Sir

What was said?

It only that the same collateral
should remain

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

POOR QUALITY
ORIGINAL

0240

20

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 on the last renewal specified
in your affidavit are you
15th 1891.

Q That note is here ?

Q That note is not face due on the
15th of August 1891 ?

Ayesssi and was paid on that day
Q Do 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 Do 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

21

Q To him about renewing the note
A The one before that is that one?
Q July 5th?

A That is it

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

A Myself I don't but letter he received
By the bank I understand

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 ^{some} of his property and so I
wrote this letter asking him
as he had time accommodated
me and my mortgage was
bearing 7% cent, the interest
on the mortgage was paid me.

Q Now just answer the question
now mind all of that six

POOR QUALITY
ORIGINAL

0242

22

That was the 5th of July 5
Ayessii

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

Ayessii

When was it?

A Last Tuesday the note became due
on Wednesday.

That was after he failed?

Ayessii

And you wrote the letter to him
August 6th (showing entries)

A I did

The letter of July 10th 1891 in your
envelope is an answer to the
letter of the 5th 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

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 poor
 fund and merchants national
 bank. Have you any knowledge
 whatever of those facts except
 what Sullivan told the persons in
 the bank told you?

Answer:

What are they?

I know this message that on the
 11th day of August 89. being the
 month now current I called on
 Mr Abraham Baerens aff. i. e. at
 205 Broadway and spoke to him
 about my call cards and I told
 him of the telegram I had received
 from D. J. Sullivan in answer ^{to} of
 my letter from Mr Baerens, he
 Abraham Baerens stated that he

POOR QUALITY
ORIGINAL

02444

24

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 could
tell me Mr Sullivan was not
in first then but I saw him subse-
quently

Q Do that all?

A That is all I have to say.

By Mr Waterman

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?

By the Court

Q Tell us all about it?

A Had a telegram from Mr Sullivan

By Mr Keyes

Q Did you show that to Baer?

A I never said, but I told him the

POOR QUALITY
ORIGINAL

0245

25

contents of I did not "your note
due the 72th is in National Bank
Bank discounted by Baker
he has hypothecated securities
in Merchants Bank, the man
who sent that to you sent
every letter I ever get from Baker
Mr Baker told me that my note
was discounted by him without
any collateral in the form 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 courier I did not
know and his name was Baker
with the message which I did not
know, and Mr Baker told me
that the 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

POOR QUALITY
ORIGINAL

0246

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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 from again
renowned 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 on October 17th
and you applied to him to
renew it, and he sent them
for the note

He said I have already so stated

Whom did he send?

I think it was his own the address
and with the blonde board?

27

quere did he send him?
About now in to the court, which
are I don't know

of the fact you at the time that he
was going to send first?
Ayes he said he would send and
see about the renewal
of at that time you knew the note
was held by the court?

A undoubtedly I did
of this being anything about the
collateral?

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

of I think 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
of months note at that time did
he send after the note in the

POOR QUALITY
ORIGINAL

0248

28

bank again?
A man the note was not due for
a month but he did send his
to go out and see about the renewal
just one moment my memory
refreshes itself in reference to
the first note he did not report
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
if you ever ask him or die he
can tell you that he got your
original note as counted at
the bank?

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

POOR QUALITY ORIGINAL

0249

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Ayessa this is it (producing note)
The piece which is torn off and
the corner contained my signature
of Sayance any bank stamp on it
No.

Any evidence of its ever having
been in a bank?

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

Sayance anything on the note
indicating that it was to the
bank?

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

Wm Dyer

Is the note endorsed
By the bank marked Ex 10

This is the second note following
Ayessa.

That note is endorsed by Baker
Ayessa

POOR QUALITY
ORIGINAL

0250

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4

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

Q How I want the 3^d note?
A That is the you note
Q That is the note you finally paid
Ayessii

Q This you paid to the National Bank
Ayessii

Q Mr Dyett I ask to have that note
renewed.

By the Court Monday 12.

Q How my own affidavit you state
that the defendant obtained
possession of the securities from
you by the aid of false and fraudu-
lent representations that he required
them in order to procure the
account of my said note ^{and}
that he retained them from time
to time an false representation
when the said note was renewed
How when and where did the
defendant make such representations

POOR QUALITY ORIGINAL

0251

31

To you
 A. In the letters which you had
 read, to Mr. B. I had told unless
 I made that deposit with him
 in the manner in which I did
 I could not get my money.
 I find that is the only time that
 he ever made that.

A. I think it is as far as I know and
 whatever else there is the letters
 of where do you reside?

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

Mr. Wyatt That is all

By Mr. Euter Meyer

When a day for the first time
 learn that the defendant had
 procured ^{upon} your note the money
 in one bank and he had
 hypothecated your securities for
 this amount in another bank
 Mr. Wyatt.

Let me ask him another

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

A I do not know the signatures of Mohr
P. v. S., 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 do not authorize them to write
anything, but the facts therein
stated are true;

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

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

A That is all right

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

By Mr. Carter myer

Q I understand you for the first time
learned that the defendant had
written your note and procured
money upon it from one

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bank and that he had taken your
accounts 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 D. J. Sullivan
on the 5th of August 1891
Mr. Entenmeyer

I don't be misled
By the Court March 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
6:50 and the next day I went to
see Mr. Baerer

What explanation did he make of the
facts of having 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 and
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 bad or ill and he
meant no harm
Of that the only excuse he made

35

for using your collateral?

A It was.

Q Did you after paying your note
see Mr. Baerer again?

A I did I went out the morning of
the 15th of August, I went to
the First National Bank ^{at} ^{the} ^{same}
Mr. Wright stated here what I
came for

Q After paying the note did you
see Mr. Baerer again?

A I went immediately to Mr. Baerer
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 demand give you them I had
not got them, I then made a

demand and his assignee Mr
Ernst in the same way and
he refused he did not have them
he would not give them to me
I said I know where they are. but
do this formally. he refused
I am sorry I have not got them

How much money did Mr
Baer get from the merchants
relative to and upon this collateral
Object to Dr. Mygett

What Baer told you how much
Baer did not personally
I did not refer you to any body who
could tell you?

A I asked him the question and he
told me Dr. Sullivan

Did you know that Dr. Sullivan
was his confidential man?

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

And when Mr. Baer referred you
to Dr. Sullivan did you see him?

A I did, not then but I did the

37

next day.

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

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

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
Ayres

By the way

What day or value your ^{collaterals} stock at
A The Savannah 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 would

38

not all mine for less than for
they are worth it

of How much is that?
of \$940.00 dollars

of and the Stock?
of \$3500⁰⁰ making \$11,950 dollars
Receipts Ex

of whether you had the conversation
with Mr. Backer which you
have related that he admit intend
to do anything wrong what did
you say to that?

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

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

of yes sir

of not get I am to be it moved
of by the bank moved Ex 15.

POOR QUALITY
ORIGINAL

0259

37

How long have you known Mr
Packer?

A I can remember him when he
was a handsome young man
and I'd say 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 came out with Mrs Cross
and learned where he was ^{and}
then saw him for the first
time since then

For how many years did you
know him in Savannah?

A Never personally know him at
all I've asked about and remember
having spoken to him

Of your speech of the universal
sympathy for him in Savannah
Mr Antimeyer

Objected to
By the Court Sustained
Mr Dyett Exception

By Mr. Untermyer
When you wrote this letter of
August to the dead you know of
the different acts perpetrated by
Boeker 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 Seaman's Bank of the
State of Georgia. He suggested to
me you are all rights if he has
not pledged your securities. And
I said -

Mr. Byett objected to let us to
strike it out.

By the Court I strike it out

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

POOR QUALITY
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Grandpa did not know anything of
the other acts that had since come
out?

A Had he I don't believe he had
found us snow.

Recd of Ev.

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
Mr. Ulmer Meyer People Rest

David J. Sullivan called as
a witness for the defendant
being duly sworn deposes & says
By the Court

Where do you reside?
At 64 West Street Brooklyn
How do you know?
A 3 years

What is your business?
I am engaged by Mr. Eustace the
assignee of Mr. Baker.
Direct Examination
By Mr. Myer

If you used to be Mr. Baker's clerk
Yes Sir

If you recollect when it was
that Mr. Baker 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

If you know whether it was 2003

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days afterwards
A demand for positively if H. & 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 discounted
at the post bank?

A No at the post bank

What bank?

A South National Bank of New York

Do you know when it was that
he sent his check, his personal
check to Mr. Holden?

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

And it was 3 days afterwards
he got the note discounted?

Cop Examined
By Mr. Entenman

40

Q Mr Dyett referring to the first note in evidence paid 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 into 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 Harden?

A Yes sir

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Q What did he do with the call notes
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 call notes
before the first note matured?
A I am asking you the ^{record of the} first note that
we had. That he hypothecated them
for his own use in July 1890.

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

A To the best of my own knowledge
and belief.

Q And then renewed it ^{and} rehypothecated
them for his own use and benefit?

A I cannot answer that he may
have taken them out ^{and} put them
back again.

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

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

Q Do you mean to say, as borrower
of Baer's that you would not
make a record of the payment
of the loan ^{and} 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

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

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My dear Sir

That Mr Backers request for direction

is hereby his authority

of Mr Backers was a note broker
was he not?

My dear Sir

Will you please look at the two state-
ments one dated October 4th 1890
and the other February 9th 1891
referring to the item of one half
per cent brokerage and 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?

My dear Sir

When he discounted the note

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and renewed the note for Judge
Harden as above he did not in
any instance put up with the bank
with which he discounted the
note the collateral which Judge
Harden had sent?

A 7100 in

Case for the defendant
Defendant Counsel Mr Byatt
moved 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

U

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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 Street; by occupation a Commission Business and Frank Rothchild 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,

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

Taken and acknowledged before me, this 13 day of Aug 1897.

Daniel O'Reilly POLICE JUSTICE.

Abraham Backer
Frank Rothchild

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CITY AND COUNTY }
OF NEW YORK, } ss.

Frank Rothchild

the within named Bail and Surety being duly sworn, says, that he is a resident and *free* holder within the said County and State, and is worth *thirty thousand* ~~thousand~~ *free* 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 *on 51-E. 60th Street* of the value of *\$40,000* *free and clear of all* *incumbrance*

Sworn to before me, this *13* day of *Aug* 189*1*
D. J. [Signature] District Police Justice.

Frank J. [Signature]

District Police Court.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Undertaking to appear during the Examination.

ss.

Taken the day of 18

Justice.

POOR QUALITY ORIGINAL

0271

West 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 *defendant* ~~plaintiff~~ 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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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 ^{& Banking Co.} 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 ^{twenty five} ~~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 ^{to} 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 ~~the~~ 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, ^{he had} 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

**POOR QUALITY
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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 ^{the} 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

**POOR QUALITY
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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. :

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

Question. What is your name?

Answer. *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 of Backer*

Taken before me this *13* day of *Aug* 189*1*

J. M. Backer
Police Justice.

POOR QUALITY ORIGINAL

0280

Sec. 151.

Police Court 1st District.

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

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

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

188 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 & Florida Bay & Atlantic Co. of the par value of \$25 per share & also registered bonds of all Dollars,

the property of William D. Harden the Complainant were 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 body 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

Do J. C. [Signature] POLICE JUSTICE

POOR QUALITY ORIGINAL

0281

Police Court District.

THE PEOPLE, &c.,
THE COMPLAINT OF

vs.

Warrant-Larceny.

Dated Aug 13 1889

J. Reilly Magistrate

Rennet Officer.

The Defendant, Abraham Baker
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.

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

Dated _____ 188

Commissioner

*68
W
Germany
M*

*25-8+
Broadway*

The within named

Police Justice.

POOR QUALITY ORIGINAL

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BAILED

No. 1, by Frank B. Stoddard

Residence 309 Canal

No. 2, by James W. Stoddard

Residence 127-100 St

No. 3, by John W. Stoddard

Residence 127-100 St

No. 4, by John W. Stoddard

Residence 127-100 St

Police Court--- 1st District

1116

THE PEOPLE, etc.,
ON THE COMPLAINT OF

William D. Handley

Abraham Koster

Offence Grand Larceny
in the first degree

Dated August 13th 1891

Donald O'Reilly Magistrate

Demar Officer

W. J. Sullivan Precinct

155 Broadway

Witnesses \$15000 Aug 14 2 PM

RECEIVED
AUG 14 1891
CITY OFFICE

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 ~~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 Aug 14 1891 Do J. C. [Signature] Police Justice.

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

Dated Aug 14 1891 Do J. C. [Signature] Police Justice.

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

Dated _____ 18 _____ 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 ^{with bronchitis} ~~unable~~ and ~~unable~~ to leave his house or bed without risking his life.

Sworn to before me this)
9th day of December, 1891.)

S. Henry Dessau M.D.

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

POOR QUALITY ORIGINAL

0284

My General Company

The Post Office

Abraham B. ...

Apprentice

Thomas J. ...
Dyer

POOR QUALITY ORIGINAL

0285

P O L I C E C O U R T

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

v.

Abraham Backer.
-----o

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

**POOR QUALITY
ORIGINAL**

0286

(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**

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(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. Super-added 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."

**POOR QUALITY
ORIGINAL**

0288

(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,

**POOR QUALITY
ORIGINAL**

0289

(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.

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**

0290

(6)

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. D Y E T,

Attorney for De~~...~~,

247 BROADWAY,

NEW YORK CITY.

POOR QUALITY ORIGINAL

0292

No. 1.

408

District Attorney's Office.

PEOPLE

vs.

See Mr. Lunday
about this.

DW

Judge Haas
at Manhattan Club
till Nov 28th

No. 1.

408

District Attorney's Office.

Part One
PEOPLE

vs.

Abraham Riches
to fix a day for trial

Walt
See [unclear]

POOR QUALITY ORIGINAL

0293

Court of General Sessions, PART *One*

THE PEOPLE

INDICTMENT

vs.

For

Abraham Backer

To

M. Abraham Backer

No. *247 Broadway* Street.

The indictment against the above-named defendant for whose appearance you are bound, has been placed upon the Calendar for *to appear a day for trial* 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 Books

105.

Backer

Notice

Rec'd. Dec 8th

POOR QUALITY ORIGINAL

0295

NEW YORK, Dec 12, 1891
 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
 OF Abraham Backer

I hereby certify that I attended deceased from Nov 5, 1891, to Dec 9, 1891,
 that I last saw him alive on the 9th day of Dec, 1891, that he died on the
9th day of Dec, 1891, about 2 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 9th day of Dec 1891
 Place of Burial, Valer Field (SIGNATURE), S. Henry Deagan, M. D.
 Date of Burial, Dec 11, 1891
 Undertaker, E. Kakeles, RESIDENCE, 47 W. 56
 Residence, 243 E 114

Burial permits issued at 301 Mott Street, Room 28, Week days, 7 A. M.-6 P. M. Sundays and Holidays, 8 A. M.-5 P. M.

Date of Record	Indirect cause of Death.	Direct cause of Death.	Class of Dwelling (A tenement being a house occupied by two or more families)	Last place of Residence.	Place of Birth.	Mother's Birthplace.	Mother's Name.	Father's Birthplace.	Father's Name.	How long resident in New York City.	How long in U. S. if foreign born.	Birthplace.	Occupation.	Single, Married or Widowed.	Color.	Age, in years, mos. and days.	Full Name.	Date of Death.
Dec 10, 1891.	<u>Pneumonia & Bronchitis</u>	<u>Heart failure</u>	<u>Private</u>	<u>331 W. 58</u>	<u>Germany</u>	<u>Germany</u>	<u>Bena Backer</u>	<u>Germany</u>	<u>Abraham Backer</u>	<u>26</u>	<u>50 years</u>	<u>Germany</u>	<u>Merchant</u>	<u>Married</u>	<u>White</u>	<u>67 years, 10 mos</u>	<u>Abraham Backer</u>	<u>Dec. 9, 1891</u>

A True Copy.

C. Goldman

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.

**POOR QUALITY
ORIGINAL**

0296

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 Gas light 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.

Wm. G. ...
Notary Public
Crook

Abraham ...

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 Gadaer

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

Abraham Gadaer

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

committed as follows:

The said Abraham Gadaer,

late of the City of New York, in the County of New York aforesaid, on the 15th day of July in the year of our Lord one thousand eight hundred and ninety,

being the agent and trader of one William D. Staden, 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: Divers
 written instruments, being written certificates and
 evidence of the ownership of the said William D.
 Hadden of certain valuable securities known as
 six per cent. debenture 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 regard of my said
 undrawn), of the value of three 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 Gas
 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 regard
 of my said undrawn), of the value of two

POOR QUALITY
ORIGINAL

0303

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
then 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
legitimate

Deputy Sheriff,

Arthur Thomas

0304

BOX:

456

FOLDER:

4192

DESCRIPTION:

Bannon, Thomas

DATE:

11/27/91



4192

POOR QUALITY ORIGINAL

0305

27th Nov 1891
Le Marchant, Ct

Counsel,

Filed *27* day of *Nov* 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.

Dec 10/91
Foreman.

Specs & Requested

Witnesses:

.....
.....
.....
.....

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 Labourer 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 Barron (now Lee) who did wilfully attack deponent in the side with a knife then and there held in the hand of said Barron

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 } John Flynn
of Nov. 1887 }
A. White Police Justice.

POOR QUALITY ORIGINAL

0307

(1885)

Sec. 198-200.

5 District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

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

Question. What is your name?

Answer. 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 - 129 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
Wm. J. ... 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 E 13 St
 Mrs. Cannon*

1458

Offence *Self Assault*

Dated *Nov. 24* 188*9*

White Magistrate

Anderson Officer

29 Precinct

Witnesses *Reddy McDonald*

No. *339 E. 125* Street

No. *76 E* Street

No. *570* 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

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 hit 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 Lancelotti District Attorney

03 10

BOX:

456

FOLDER:

4192

DESCRIPTION:

Barlow, Albert W.

DATE:

11/23/91



4192

POOR QUALITY ORIGINAL

0311

W. B. A.
Counsel,
Filed *183* day of *Nov* 189*1*
Pleads *Maguire*

THE PEOPLE
vs.
Albert W. Barlow
Assault in the First Degree, Etc.
(Sections 217 and 218, Penal Code.)

W. B. A.
W. B. A.
W. B. A.

DE LANCEY NICOLL,
District Attorney.

A TRUE BILL.
W. B. A.
Maguire
Foreman.
Maguire
Maguire
S.P. 2 yrs.

Witnesses:

POOR QUALITY ORIGINAL

0312

Police Court _____ District.

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

of No. 6 Bowers 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 Bowers

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 } Max Dalin
of November 1897 }

[Signature] Police Justice.

POOR QUALITY ORIGINAL

0313

Sec. 198-200.

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

Albert W. Barlow

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

Question. What is your name?

Answer. *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

1887

Police Justice.

POOR QUALITY ORIGINAL

0314

BAILLED,

No. 1, by _____
Residence _____ Street _____

No. 2, by _____
Residence _____ Street _____

No. 3, by _____
Residence _____ Street _____

No. 4, by _____
Residence _____ Street _____

Police Court... District.

1440

THE PEOPLE, &c.
ON THE COMPLAINT OF

Max S. Green
i. Henry
Albert W. Austin

1 _____
2 _____
3 _____
4 _____

Offence Assault & Battery

Dated November 16 1891

Magistrate
S. J. ...

Witnesses
No. _____
No. _____
No. _____



No. _____
Street B. B.

Lois ...
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 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 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

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 Dalen in the peace of the said People
then and there being, feloniously did make an assault and him the said
Max Dalen 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,³
with intent him the said Max Dalen
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 Dalen in the peace of the said
People then and there being, feloniously did wilfully and wrongfully make another assault,
and him the said Max Dalen
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 Lancelotti
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:

185
14-28
[Signature]

Counsel,
Filed day of 189
Pleads, *[Signature]*

24 THE PEOPLE
342663 vs. I
John Barry
Richard J. Barry
Suspended by new
indictment no. 2
Dec 7, 1891

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

DELANCEY NICOLL,
District Attorney.
Get records of these defendants
from the officers H.D.U.

A TRUE BILL.

[Signature]

Book 2 - Nov. 23, 1891 Foreman.
Richard Pearl & ~~Richard~~
Attempt at Robbery 3rd Dec.
S.P. 4 yrs \$10 mo.
July 12 91 - P.B.M.

POOR QUALITY ORIGINAL

0320

No. 8. 410

GRAND JURY ROOM.

PEOPLE
vs.

Richard Barry
Ed Cornt

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. Macdonna
District Attorney.

POOR QUALITY ORIGINAL

0321

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 G. Barry*

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

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

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

late of the City of New York, in the County of New York aforesaid, on the *fourth* 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 Barry*, —

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

*John Barry and Richard G. Barry and each
of them, being then and there aided, abetted, incited,
procured, counselled, comforted, countenanced, assisted,
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,
District Attorney.*

0322

BOX:

456

FOLDER:

4192

DESCRIPTION:

Beck, George

DATE:

11/25/91



4192

POOR QUALITY ORIGINAL

0323

287 [Signature]

Counsel,
Filed *25th* day of *Nov* 1891
Plends,

George Beck
vs.
THE PEOPLE
Grand Larceny *1st* Degree
[Sections 528, 530, 550 Penal Code.]

DE LANCEY NICOLL,
District Attorney.

Witnesses:
Ryther
in
Richard
By

A True Bill.

[Signature]
Foreman.
[Signature]
[Signature]

POOR QUALITY ORIGINAL

0324

(1865)

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 124 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 defendant be held and held with as the law directs

Howard H. Henry

Sworn to before me this 21 day of November 1891
John Kelly
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 undersigned according to law, on the annexed charge; and being informed that it is his right to make a statement in relation to the charge against him, that the statement is designed to enable him if he see fit to answer the charge and explain the facts alleged against him, that he is at liberty to waive making a statement, and that his waiver cannot be used against him on the trial.

Question. What is your name?

Answer. *George Beck*

Question. How old are you?

Answer. *35 years old*

Question. Where were you born?

Answer. *Germany*

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

Answer. *No 156 Birminghm St New York*

Question. What is your business or profession?

Answer. *Hammer*

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,

John S. Steeg
1881

Taken before me this

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, vs.,
 ON THE COMPLAINT OF
James J. Quinn
 120 East 34th St.
James J. Quinn
 Office

Direct *John St*
 1891

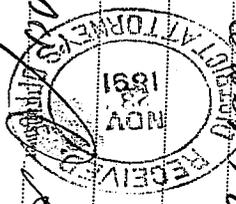
James J. Quinn
 Commissioner

Witness *James J. Quinn*
 Precinct

No. *42 East 13*
 Street

No. *17 East 16*
 Street

No. *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 _____ 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*

Howard W. Henry
of the goods, chattels and personal property of one
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

Wm. L. ...

Counsel,

Filed 12 day of Nov 1891

Pleads,

Grand Larceny, Second Degree, [Sections 688, 689, Pennl Code.]

THE PEOPLE

vs.

Leopold Bergowitz

DE LANCEY NICOLL,
District Attorney.

3316 ...

A TRUE BILL.

Henry ...

Foreman.

...

...

24th ...

Witnesses:

Witness lines

POOR QUALITY ORIGINAL

0331

Police Court 3 District.

Affidavit—Larceny.

City and County }
of New York, } ss.

of No. 64 Goerck Ignatz Dreckler
Street, aged 24 years,
occupation Blacksmith 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 Deponent, and Joseph Hollender
and in the care and custody 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 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. Deponent missed said property - Deponent 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 - Deponent caused the arrest of Defendant, and he is informed by Officer W. J. McCormack of the 13th 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
10
1891
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,

^{his}
Ignatz X Dreckel
mark

Osworn to before me
this 6th day of November 1891

[Signature]
Police Justice

POOR QUALITY ORIGINAL

0334

Sec. 198-200.

3

District Police Court.

CITY AND COUNTY OF NEW YORK, ss.

Leopold Bergowitz

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

Question. What is your name?

Answer. *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* 1934

[Signature]

Police Justice.

POOR QUALITY ORIGINAL

0335

BAILED,

No. 1, by

Residence

No. 2, by

Residence

No. 3, by

Residence

No. 4, by

Residence

Police Court

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Ignatius Bruckey
677 Broadway St
Stephen Bergmann

District

1893

No. 1, by

No. 2, by

No. 3, by

No. 4, by

Witnesses

No. 1, by

No. 2, by

No. 3, by

No. 4, by

Witnesses

No. 1, by

No. 2, by

No. 3, by

No. 4, by

Offence
Larceny Felony

Date

Magistrate

Officer

Prison

Witnesses

No. 1, by

No. 2, by

No. 3, by

No. 4, by

Witnesses

No. 1, by

No. 2, by

No. 3, by

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 6* 18 *93* *Ignatius Bruckey* 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

0336

505

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

DEGREE, committed

as follows:

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

295
W. J. Baldwin et al

Counsel,
Filed 27 day of Nov 1891
Pleads, 17 July 31

THE PEOPLE
vs.
Grand Larceny,
(From the Person)
Degree.
[Sections 229, 230, Penal Code.]

R
William Bibeck

DE LANCEY NICOLL,
District Attorney.

A TRUE BILL,
(Signed) De Lancey Nicoll

Off. Sec. W. J. Baldwin
Court 2 - Dec. 7, 1891
Fined and Acquitted

Witnesses:

Witness lines (dotted lines)

POOR QUALITY ORIGINAL

0340

(1865)

Police Court - 4th District.

Affidavit - Larceny.

City and County of New York, ss.

Desi Trojan of No. 1379 - Avenue A Street, aged 18 years, occupation Drug clerk being duly sworn,

deposes and says, that on the 15th day of Nov 1891 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 (worker) further reason, that at about 10 P.M. of 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 19th day of Nov 1891

Wm. H. [Signature]

Police Justice

0341

POOR QUALITY ORIGINAL

Sec. 198-200.

4 District Police Court.

CITY AND COUNTY } ss.
OF NEW YORK,

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

Question. What is your name?

Answer. *William Biles*

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 Biles

Taken before me this *19th* day of *March* 1911

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 - 4 - District

THE PEOPLE, vs
 ON THE COMPLAINT OF
 William Diller
 1379 Avenue C
 New York

Defence
 Harry Foxperson

Dated Nov 19-91

Grady Magistrate
 Johnson Officer
 212 Precinct

Witnesses

No. _____ Street _____

No. _____ Street _____

No. _____ Street _____

\$ 1000 - 10 ANSWER
 Street _____



Wm. Diller
 Harry Foxperson

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 *Grady* 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 Bilek

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

William Bilek
of the CRIME OF GRAND LARCENY in the first degree, committed as follows:

The said William Bilek

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 right 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, (see 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 Lancy Nicoll,
District Attorney

0344

BOX:

456

FOLDER:

4192

DESCRIPTION:

Bien, Charles

DATE:

11/05/91



4192

0345

POOR QUALITY ORIGINAL

Nov 28 1891
W. E. Johnson
Counsel,
Filed
Pleads,
189

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

THE PEOPLE

vs.

Charles Bien

DR LANCEY NICOLL,
District Attorney.

J. B. Lawrence
Foreman

A TRUE BILL.

Lancey Nicoll
Foreman
Henry J. Zuley
Nov 11 1891
W. E. Johnson

Witnesses:

Ray B. ...
[Signature]

POOR QUALITY ORIGINAL

0346

Police Court 5 District.

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

of No. 60 Gouverneur Street, aged 34 years,
occupation Housekeeper being duly sworn
deposes and says, that on the 28 day of October 1891 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 1891.

Elizabet Pien
deponent

John Ryan Police Justice.

POOR QUALITY ORIGINAL

0347

Sec. 198-200.

3 District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

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~~ *him*; that the statement is designed to
enable ~~him~~ *him* if he see fit to answer the charge and explain the facts alleged against ~~him~~ *him*
that he is at liberty to waive making a statement, and that ~~his~~ *his* waiver cannot be used
against ~~him~~ *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. *106 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 *July* 189*7*
[Signature]
Police Justice.

POOR QUALITY ORIGINAL

0348

BAILED,

No. 1, by _____

Residence _____

Street _____

No. 2, by _____

Residence _____

Street _____

No. 3, by _____

Residence _____

Street _____

No. 4, by _____

Residence _____

Street _____

The Magistrate's finding
of the grand jury
is my advice will
be given that the
within named
James Henry
Caterpillar

Police Court

District

98 / 1368

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Robert R. R.
of the County of
Charles R. R.

Offence Indecent Exposure

Dated

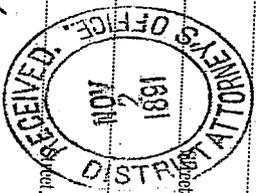
Oct 30 1891

Magistrate

Magistrate's Office

Witnesses

No. _____



Signature: [Handwritten]

1000 - E. 7th Ave

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.

POOR QUALITY
ORIGINAL

0349

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

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:

.....
.....
.....
.....

Wm Jay Goldsmith
Counsel,
113 *at Mark's Place*
Filed 12 day of *Nov* 1891
Pleads, *April 13*

Madame Justice
London 29 of Nov 1891

THE PEOPLE

vs.

B

Meyer R. Binberg

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

Part 2. *Nov. 24* LANCEY NICOLL,
District Attorney.

A TRUE BILL.

Lancey Nicoll

Foreman.

0352

POOR QUALITY ORIGINAL

(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. Gindberg

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

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

of the crime of

committed as follows:

The said *Meyer A. Gindberg*

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 tenement-house *three* *rooms*, *two* *and* *managed* *by* *him* *in* *which*, *one* *Rathornie* *mother*, *who* *was* *then* *and* *there* *a*

0353

POOR QUALITY ORIGINAL

did actually and apparently under the age
of sixteen years, to wit: the age of 12 years
years, the said Catharine and her mother 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. Sawyer, Clerk,

County Attorney.

0354

BOX:

456

FOLDER:

4192

DESCRIPTION:

Bock, Gottbet

DATE:

11/25/91



4192

0355

Witnesses:

.....
.....
.....

1891
Counsel, *[Signature]*
Filed *25* day of *Nov* 1891
Pleads, *[Signature]*

THE PEOPLE
vs.
30
4
30 *[Signature]*
[Signature]
CRIME AGAINST NATURE.
[Sec. 303, Penal Code.]

[Signature]
JOHN R. WELLS
District Attorney.
Dec 16 1891

A TRUE BILL.
[Signature]

Foreman.
Part 3, Dec 16/91
Pleads - Assault 3rd deg.
Pen 1 yr, P.M.
[Signature]

POOR QUALITY ORIGINAL

0356

Police Court 1 District.

City and County of New York } ss.

of No. 100 Battery Park Police 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,

James Livingston

Deponent arrested Henry Brown and Gattick Boer (now dead) who did commit the detestable and abominable crime against nature and that said Brown did consually know a male person to wit said Boer in a manner contrary to nature, and that said Boer did voluntarily submit to such consual knowledge for the reasons following to wit, That about the hour of 1/2 to 1 o'clock p.m. on said day deponent found said Brown with his knees showing the penis of said Boer (who was standing up) in his said Brown's mouth in the Urinal of Battery Park and that he arrested them, and charges them with having committed the detestable and abominable crime against nature in violation of Section 503 of the Penal Code

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

POOR QUALITY
ORIGINAL

0357

Mr Beck

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

POOR QUALITY ORIGINAL

0358

Sec. 198-200.

District Police Court.

CITY AND COUNTY OF NEW YORK, ss.

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

Question. What is your name?

Answer.

Gottlieb Boer

Question. How old are you?

Answer.

30 years

Question. Where were you born?

Answer.

Germany

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

Answer.

364 W 26th Street 5 years

Question. What is your business or profession?

Answer.

Plasterer

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 Boer.

Taken before me this

day of

1897

Police Justice

POOR QUALITY ORIGINAL

0359

No. 1. 408

District Attorney's Office.

PEOPLE

vs.

H Brown

Salesman - 52

Grass gap -

married daughter -

Wife = out of

employment -

working on horses -

Albany A. Co. &

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

Question. What is your name?

Answer. *Henry Braun*

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. *Businessman*

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*

H. Benner

Taken before me this 1st day of *August* 1934

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

POOR QUALITY ORIGINAL

0362

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

1446
 Police Court...
 District

THE PEOPLE, S.
 ON THE COMPLAINT OF
James Stewart
Henry Stewart
Scottish Petroleum
Department
 Offence ...

Dated Nov 9 1891
Stewart Magistrate
James Stewart Officer
 Witnesses
Caroline Stewart
...

No. _____
 Street _____
 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...

Defendants
 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 Nov 9 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.