

0172

BOX:

183

FOLDER:

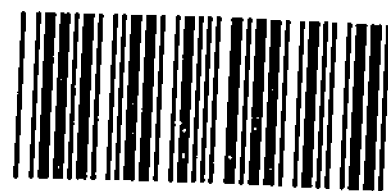
1848

DESCRIPTION:

Sherman, Horace N.

DATE:

07/09/85



1848

Bail \$1000.
Jan. 25 1886. *W. L. G. J. G.*

Witnesses:

~~Bailed by~~
~~William H. Sherman~~
~~Nov. 1886~~

Bailed by
Spencer H. Sherman
114 East 53rd

E. B. 26 DW only
L. B. Indwell

Counsel,
Filed *9* day of *July* 188*5*
Pleads, *W. L. G. J. G.*

THE PEOPLE

vs.

#3
Horace W. Sherman
[Section] [Regnal Code]

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

Allen O. Aprgan
Nov. 21/87 - Foreman
Indictment dismissed
W. L. G. J. G.

0173

0174

Second District
Police Court

The People vs
Melrose H. Hitchcock

against
Horace H. Sherman

Perjury

Before

John

P. G. Ruffey

Police Justice

February 20th 1885.

Appearances

Mr. Blinn and Odell

Representing the People.

Mr. Stearns, Clark and Corbin

Representing Defendants.

Welcome E. Hitchcock cross
examined by Judge Stearns.

Q. Mr. Hitchcock your brief is what?

A. Importing such articles.

Q. Do you know Mr. Sherman?

A. For several years.

Q. Do you know him? Mr. Sherman?

A. Yes.

Q. How long have you known him?

A For several years.

Q Do you know Thomas Noble?

A Yes sir

Q How long have you known Thomas Noble?

A Several years.

Q You said ^{and} delivered to the firm of Sherman ^{and} Noble goods at various times?

A Do you mean me personally, or do you mean the house of Hitchcock ^{and} Patten?

Q The house?

A Yes sir

Q You represent that house?

A I do

Q Who constitutes that firm?

A I am the only general partner

Q Are there any special partners?

A There is one

Q What is his name?

A Lucius Moore.

Q How long has he been a special partner in that business?

A Several years.

Q Was he a special partner at the time of the transactions of your house with the firm of Sherman Noble & Co?

A He was.

Q Your firm sent a bill of goods to them?

firm of Sherman & Noble who upon which there was a suit instituted in the Court of Common Pleas. A several bills were sold.

Q What was the amount of the claim?
A I really cannot give it without looking at the books.

Q What was it as near as you recollect?
Twenty five hundred or three thousand dollars or what?

A Somewhere around in that neighborhood.
Q Were those goods sold at one time?
A No sir.

Q How many different times?
A Several different times.

Q Three four five a dozen, or how many?
A Three, four; or five I cannot tell exactly. I might tell you by looking at the memorandum.

Q If you can give us the exact language the information I mean so much the better.

A 23 times.

Q What are twenty three different sales constituted this one course of action for which this suit was brought?
A Yes sir.

A Of the amounts sold and sold?

0177

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Ayer's

g. This is an abstract from your books?
(referring to a paper in the witnesses hand)

Ayer's

Paper which reads as follows
offered in evidence

Folio!

New York

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M^r. Sherman and Noble v Co.

To Hitchcock & Putnam

manufactures; Importers and Commission
merchants. 1153 & 455 Broome Street
corner of Mercer.

Terms } 10 days less 6%
 } 30 days less 5%.

1883

Feb 23 To Indse 31 Mch 5413 4300 16 34 30

26 " " 308 78 " 115 30

Mch 2 " 205 58 8 47 25

17 " 104 63 Dec 12 73 50

x 30 Memo 19 Mch 58 50 W N

31 117

Apr 4 " 53 75

" 23 " 94 40

x x 30 Memo 30 Mch 242

May 25 " 8 " 64 94

x x x 18

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Aug	6	243	75
	21	Letter H.	55 80
	30		87 38
Sep	11		13 20
	10	219	09
	21	357	90
	26	37	98
Oct	8	53	20

And marked Dependents Exhibit 1. ves.

February 20th 1885

Q That is correct is it?

A Yes sir - No I don't think it is correct.

Q It is not correct?

A I am not willing to swear that, that, is correct.

Q Why is it not correct?

A Because I didn't take the figures myself.

Q To the best of your knowledge is it correct?

A Yes sir

Q How many salesmen is there in your employ or was there in the employ of Hitchcock and Patten?

A We have several I don't think I can tell the number now.

Q Half a dozen?

A I think at that time we had only four selling goods.

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Q. Can you tell us who sold the bill of goods to the firm of Sherman & Noble on the 23^d of February 1863?

A. Mr. Happing.

Q. Were any of those items sold by you to Sherman & Noble personally?

A. March 30th was sold by me.

Q. Is that the only one that you recollect?

A. No sir.

Q. Give us the date?

A. April 4th I sold.

Q. Give us the next one?

A. August 21st I sold. (Witness reading from a paper) I am not willing to testify from that paper.

Q. Then give us from memory the times that you sold goods to the firm of Sherman & Noble without the paper?

A. I cannot tell without the paper.

Q. Then there is the paper, (handing the witness a paper) now tell us of the times that you sold goods to the firm of Sherman & Noble; I want to be fair with you and give you a chance?

A. According to this memorandum I sold one bill on the 4th of April.

the next I executed on an order,
a letter received from the house.

Q. Have you the letter?

A. No sir according to his memorandum
which I believe to be correct.

Q. Is the letter in existence?

A. I presume it is

Q. Those are the only times that you
recall that you personally sold
the firm of Sherman and Noble from
February 23^d to October 1883. is that
correct?

A. It is correct

Q. The others were sold by some salesman
or salesmen in your employ and in
the employ of your house

A. Yes sir

Q. You were not present at each and
every sale were you?

A. I mean by that when the trans-
actions took place when I stood by
the buyer and the seller as the sale
was made?

Q. Yes sir

A. I may have been and may not have
been.

Q. Will you swear that you were?

A. No sir I will not.

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Q Will you tell us at how many transactions you were present from Feb'y 23^d to October 1883?

A No sir I cannot tell you.

Q How long before February 1883. Had the firm of Sherman & Noble been dealing with you?

A Let me look at that statement again for a minute (referring to Ex. 1).

Q Yes sir

A I am under the impression it was my first transaction with him under the firm of Sherman Noble & Company.

Q Do you know whether any of those goods were sold upon the list mentioned in this bill marked Defendants Exhibit 1. were sold upon a written communication or written order outside of the one that you had testified about.

A Not that I am aware of.

Q Do you know whether that order that you have spoken of supposed to have been initiated from Sherman & Noble is still in your possession or in your office?

A I presume it is.

Q Please tell us Mr. Hitchcock from

0182

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from the inspection of Exhibit one of defendants, which one of the items mentioned in this bill was crane?

A. Running over these memorandums I should say that they were all crane with the exception of one bill:

Q. What bill was that?

A. Bill of September 10th. 1883. I should say they were all crane with the exception of these bills which were paid September 11th and October 8th.

Defendants counsel offers all the papers, memorandums, with the exception of the two bills September 11th and October 8th. in evidence and which are as follows.

" 23 February 1883
Sherman Stable & Co.

38 West 23

via this Am. }
Bill in } 10 days less 6%
Ship } 30 days less 5%.

II Mch 1884.

No

Price

4430	1 4/4 c	95
4431	1	105
4437	2	130
4435	2	150

0183

4437	3		1.65
4442	3		1.90
4446	3		2.15
4465	1		2.50
4470	1		2.80
4611	1	6/4 E.	1.95
4613	1		2.15
4620	1		2.65
4634	1		3.60

Order

761.
ASH

26 Feb 83
Sherman Noble & Co
City

Via Knice pd.
Bill in
Ship

No			Price
4642	1	6/4 E.	4.05
4662	1		4.75
4680	1		5.20
4900 E	1		6.30

Order

ASH

\$860.

0184

2d March 1883
 Sherman Noble & Co
 38 723

Ma. before 10 oc. }
 Bill }
 Dup }

No		Price
14624	1 Roll 6/4 G.	2.85
I 4642	1	4.05
	945	
	AMH	
	Order	

2d March 83.
 Sherman Noble & Co.
 38 723

Via Miller }
 Bill do }
 Dup } memo.

No		Price
13	1 White Eng Grape	60
15	1	75
25	1 Grape Trainier	1.12
27	1	1.25
29	1	1.50

Order

1084

AMH

xxx

0185

9 Mch 83
Sherman Noble & Co
38 W 23
Via N. Tompkins }
Bill W. }
Ship } Memo.
No

4499 1 4/4 L

Price
4.50

HHH 1128

Order

14 Mch 83
Sherman Noble & Co
32 W 23
Via Raach. }
Bill in }
Ship }

710

5000 1 Raach 1/4

Price
6.75

1331

Order HHH

30 March 83
Sherman Noble & Co
36 West 23.

Via Max }
Bill Max }
Ship } memo.

0186

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No			Price
4587	1	5/4 C	5
4599	1	" "	6
7025	1	6/4 "	7
Ej A.H.H.			
1652			

30 March 1883
Sherman Noble & Co
West St.

Via W
Bill W
Ship

No			Price
4499	2	4/4 C	4.50
1660 A.H.H.			
Order taken			

Ordered 4th April 1883
Sherman Noble & Co
38 W 23rd Street

Via Delta to
Bill Peabill
Ship

No			Price
4446	2	4/4 C	2.15
W.H.H.			

23rd April 1883
Sherman Noble & Co
38 W 23rd St
Via Delta to Muller

0187

Bill }
 dup } 2279
 No

				Price
1	28 in	4435	2	4/4 C
1	28 in	4437	1	1 50
x/4.28 in	4470	1	1	65
			2	80

lyly.

26th May 83
 Sherman Noble & Co
 32 W 23.

Via Miller }
 Bill }
 dup }
 No

				Price
Km 13	12	1	White Eng Grape	60
" "	15	1		75

29 35 A/H/H. Ordered.

6 Aug 83
 Sherman Noble & Co
 33rd St

Via Max & mess }
 Bill do }
 dup }
 No

				Price
4436	1	4/4 C	1	50
4441	1		1	75
4452	2		2	25
4457	1	6/4 job	2	50
1629	1		3	
4437	1		3	50

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15

\$3835

Bot A.H.H.

Aug 21/83

Sherman Noble & Co

38 Tr 23rd St

Via }
Bill } 4096
Corp }
Mo

			Price
4446	1	4/4 Count	1.20
4648	1	6/4	2.30

Ordered by letter W.G.H. (60)

Ordered 21 Sept 83

Sherman Noble & Co

23rd St.

Via Atlantic }
Bill }
Corp }

			Price
H 1 1/2" 4435	1	pc 4/4	1.40
4439	1	"	1.70
I/I 199 4446	1	"	2.
E/2 2 1/2" 4465	1	"	2.35
1 4611	1	6/4	1.82
I 4634	1	"	3.37
4642	1	Roll "	3.80
4680	1	pc "	4.90

4965

A.H.H.

0189

30 Aug 83

Sherman Noble & Co

23rd St.

Via Mr Crocker

Bill

Drop

No

4900 E

1 6/4

Bot A-H-H

4H

4320

Price

5.82

Ordered Oct 15/83

Sherman Noble & Co

Via

Bill

Drop

No

5030

1

6/4

—

When rec'd 1/2

55-22

A-H-H

(P)

Oct 15th 1883

Sherman Noble & Co

W 23

Via Atlantic

Bill

Drop

No

4435

2

4/4

Cont

5520 A-H-H

Price

1.40

(B)

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Ordered Sept 26 "83
Sherman Noble & Co
38 N 23rd St

Via Atlantic City
Bill " }
Ship }

No.

4437

2 7/4

5087

Ex 1-11-11

Price

1.55

No 6590

Bought } Dec 13 1883
Order }
Mail Order }

Sherman Noble & Co
City

Via Mr. Crocker
Bill
Ship }

No.

4680

Pcs.

1

7/4

Price

4.90

Wm H.

Submitted and marked Defendants

Exhibit 3 February 20th 1885 Dec.

Of course you have a large and
extensive business Mr. Hitchcock?

a fair business

Of you as a large importation business.

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Q A fair business yes sir.

Q And of course you don't transact all this business yourself.

Ans

Q You have representatives in your business, salesman and clerks that transact your business?

Ans yes sir.

Q And transact business for you may they do they not?

Ans yes sir.

Q And about these transactions you know nothing of except those that you had personally with Mr Sherman which you have already testified to those two transactions?

A I don't think I understood your question clearly.

Q You have testified from the recollection which you had that you knew nothing of those transactions which were had with the defendant excepting those two which you already testified about, the rest of the transactions were conducted by your clerks and salesmen is that correct?

Ans yes sir.

Q Of course ~~the~~ done in the ordinary

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course of business

Answer

Q And those transactions were had with your clerks and salesmen?

Answer

Re Direct Examination

Q With respect to you examined this crape that was delivered to the firm of Sherman and Noble and Co.

Answer

Q And was any opinion that was so delivered to him upon these different orders which have been put in evidence inferior in quality?

Answer

Q Was that crape so delivered to this firm of Sherman and Noble the same crape that had been ordered by them before?

Answer

Re Cross

Q How do you know that sir when you did not have the personal transactions with these parties?

A I know that the goods that were sold to them were as represented.

Q I didn't you ask you that the string of rapher will repeat my question again How do you know that sir when

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you didn't have the personal transactions with these parties

A The goods were examined by me personally before they went on sale

Q You have testified before that only on two different occasions did you personally transact the sales of goods between Sherman ^{and} Noble ^{and} your firm is that correct?

Answer sir

Q When upon the other occasions you don't know what order the firm of Sherman ^{and} Noble gave for escape when you were not present?

A I know the class of goods that were delivered to them.

Q When you were not present ^{and} when the transactions were had with your clerk of course you know not of your own knowledge what the nature of the order was?

A I know that the goods that were delivered to them were the very best class of goods

Q Of your own knowledge will you swear that you know the exact article, the exact kind of goods that the firm of Sherman ^{and} Noble ordered when

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you were not present ^{and} excluding the two occasions which you have testified that you were present when you sold the goods?

A My books show the class of goods that were delivered to Sherman ^{and} Noble, my books show it.

Defendants Counsel asks that the answer be stricken out as not being responsive By the Court. Motion.

Q You of course could not tell the exact nature of the order which the firm of Sherman ^{and} Noble gave when you were not present ^{and} received the order?

A I cannot tell; If we have the letters and correspondence I can tell;

Q Have you more than one letter?

A I cannot say.

Q Can you tell us now as to the nature of any order for goods to be delivered to the firm of Sherman ^{and} Noble without the written order; as to the nature ^{and} quality of goods to be delivered when you yourself did not receive the order?

A The nature of the order I cannot tell. The goods delivered I can

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Answer sir

Q And upon that you are willing to swear that you know of your knowledge that the firm of Sherman & Noble received the exact kind of goods that were ordered, from your books, is that what you want us to understand?

Answer sir

Q And only from your books?

A I know from the fact that I examined the goods.

Q Not having received the orders for goods yourself must check how are you prepared to swear here of your own knowledge that the firm of Sherman & Noble received the identical class of goods that were ordered?

A My books will show it

Q You have testified that you were not present upon the each sale to the firm of Sherman & Noble is that correct?

Answer sir

Q In your absence when a sale was completed you of course could not tell what goods were ordered of your own knowledge when you did not hear the conversation between the firm or the respondent and your representative?

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absence?

A I can swear that no house ever done business with Hitchcock and Patten had better value and better goods than the firm of Sherman and Noble.

Q I repeat the question again now Hitchcock and Patten like an answer to it yes or no? Will you swear that they received the exact and identical class of goods that they ordered when the order was given to your representative in your absence? Yes or no?

A No.

Q How many pieces of craps do you sell in a year?

A I cannot tell you.

Q Fifty, one hundred, two hundred, four hundred, a thousand, or ten thousand.

A I suppose we sell a thousand.

Q Any more?

A Yes.

Q How many?

A Several thousand pieces of craps

Q Every year?

A Yes sir.

Q Will you swear its ten thousand dollars.

A No sir.

Q Twenty thousand?

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A no sir.

Q. Five thousand?

A no sir.

Q. Will you swear its more than two thousand

A I will swear its more than two thousand

Q. How much more, as near as you can

recollect?

A I dont know

Q. To the best of your judgement?

A Several thousand peries

Q. Every year?

A yes sir

Q. Is it as many as five thousand?

A I presume it is

Q. You are not in your business every

day of your life, you leave the city

often dont you?

A There has not been a day that I have

been out of New York except Sunday

or holidays, not a day in 30 years

Q. How often do you go out of New York?

A Are you referring to the last year or two

or the last 15 years?

Q. The past 3 years, how often have you

been out of New York during that

time?

A I cannot swear

Q. In the year 1883 how often were you

TORN PAGE

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out of the city?

A I cannot tell

Q Will you swear you were in town all the time?

A Yes sir

Q Will you swear now as to the quality and condition of every piece of crape sold to your customers during the year 1883?

A That depends a great deal upon what you mean by quality and condition
Q Are you able to tell us with certainty the exact nature kind and quality of every piece of crape you sold to your customers during the year 1883?

A I am every piece

Q Whether to one or five thousand pieces
A I am every piece

Q You examined every piece?

A My books show the quality and value of every piece

Q Did you examine every piece yes or no?

A Not every piece

Q And you base your judgement upon the nature and quality of each piece of crape sold to your customers from the entries and records made in your books?

A And I to swear to say so then generally

TORN PAGE

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Q or to the goods Sherman and Noble had?
A The stock generally. Do you base your
judgment upon the nature and quality
of each piece of crape sold to your
customers from the entries and records
made in your books?

A I will answer the question in regard to
Sherman and Noble

Q as to the stock generally?

A Yes Sir; when I say stock generally I
don't mean every piece, I mean 49
out of every fifty

Q Do you go over every piece?

A I examined every piece of goods that
Sherman and Noble had

Q Do you examine every piece of goods you
sell to every customer?

A Not Every

Q How many customers did you have
in the year 1863?

A Well I don't know

Q Five hundred

A 500 I think so

Q You sold them crape?

A Yes Sir

Q Will you swear now you examined
every piece of goods that you sold
to these customers?

answer

Q How many out of the five hundred that you sold during the year 1883 had you examined?

A I cannot swear how many.

Q Give us as near as you can?

A I can swear to the class of goods that Sherman and Noble had.

Q I didn't ask you that, I want to know how many ^{out} of the five hundred customers that you sold during the year 1883 had you examined?

A I don't know.

Q Had you examined the craps before it left your place for delivery?

A I don't believe one of the five hundred customers had craps but that I examined ^{more or less}, I don't think there was.

Q Will you swear you examined every customers craps?

A I don't think there was one of the five hundred that I didn't examine some of the craps.

Q That would be your customers where an order was given.

A If it was a class of goods that were sold to Sherman and Noble I would examine them all.

Q Why would you do that?

A Because they only use good goods.

Q Why would you do that?

A That is a class of goods that is not adapted for car road trade.

Q How many customers did you have like Sherman & Noble in 1883?

A Not many shops.

Q I mean with reference to the kind of goods they ordered of you, did you deliver to other customers in 1883 how many people?

A Lord & Taylor, Stern Bros, Hutton & Halliday Boston Jordan Marsh of Boston Losick and a few more leading concerns.

Q How many different customers just approximate?

A I cannot give you that without going to the books.

Q Will you say 30 or 50. It doesn't need to be exact the number of customers you sold the same class of goods too that you sold to Sherman & Noble?

A I say twenty if you like.

Q And will you swear that you examined every piece of goods sold to these

customers before they left your place for delivery?

A Those other houses we mentioned?

Q I mean the other 14 houses, did you examine the crops you sold to the fourteen other houses you have not mentioned?

A I would not be willing to say that I will to this particular house.

Q We are speaking of the year 1883?

A Yes sir.

Q In 1883 were you so careful in examining the customers orders?

A Yes I was careful.

Q Did you examine the customers orders before they went out for delivery? each and every customer?

A Yes sir.

Q You could not do that from the large business you do to examine each and every customers orders?

A No sir. I would examine the quality of goods for each and every customer that was buying the goods that Sherman and Noble were.

Q And will you swear that you examined every piece of goods which was sold by your concern to Sherman

and Noble yes or no?

A I would not be willing to swear to that, without looking at my books
Q Do your books contain any entry of the fact that you examined goods sold to your customers or do they merely contain entries of a certain brand a certain class sold to your customers

A My books show the quality of the goods the finish and the value
Q Do your books also contain an entry of the amount and number of pieces examined by you each order examined by you personally I mean, does that fact appear upon your books?

A No sir not in every instance
Q In any instance during the year 1883 did you make a memorandum upon your book which would show us to day or any day the exact number over it, the inspection of your books the number of pieces of craps that you examined

A I think my books would show it
Q In this case?

A Yes sir

Q And only in this case?

A Yes sir

Q In any other case?

A Yes sir

Q Give us the name?

A I cannot give you the name.

Q Does that fact appear in your books with reference to any other customers besides Sherman ^{and} Noble?

A Yes sir

Q How many?

A I cannot tell you.

Q And you are willing to swear that that fact appears upon your books as to the number of pieces that you have examined, will you swear to that sir?

A I cannot swear to the number of pieces I examined

Q In your examination of the goods before they were delivered to your customers do you want us to understand sir that you went through each piece ^{and} examined each piece ^{and} measured it ^{and} knew how many words were in them?

A What do you mean by the examination of goods.

Q What do you understand me as meaning by examination I am not in the

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business. you understand what I mean
by an examination?

A. I mean by an examination the weight
finish ^{and} quality

Q. Now Sir pieces are understood each
other, those pieces of crape came in
boxes didn't they?

A. Yes Sir

Q. How many pieces of crape are con-
tained in each box?

A. One piece generally.

Q. What kind of boxes are they wooden
boxes paste board boxes or what
kind?

A. Paste board boxes.

Q. Only one piece contained in a box?

A. As a general thing.

Q. So boxes come which contain more
than one piece?

A. Yes Sir.

Q. How many pieces do they contain
when they contain more than one

A. Some contain 12 pieces some fifteen
^{and} some twenty.

Q. Do you want us to understand that
you examined every piece or just
took one out of the lot and by
that determined the quality of the

rest?

A I should have to enter into an explanation so you would thorough by understanding it?

Q Can you answer the question without an explanation?

A No sir.

Q Proceed?

A The class of goods that Sherman and Noble buy come one piece in a box the class of goods that we sold them

Q Did those other 30 customers that you before related do from they get goods the same way?

A If they bought the same class of goods they do.

Q You have testified that the other 30 did?

A They only received one piece in a box.

Q of a similar kind?

Answer.

Q You swear that they received one piece of rape in each box is that possible?

A It is possible that Sherman and Noble may have had some remnants if so then they would run four, five

six, fifteen ^{and} twenty in a box. but they generally put one piece in a box.

Q did you examine those pieces with the aid of a glass or simply by your own eye sight?

A I understand my business to well sir.

Q Just answer my question sir did you examine it by the aid of a glass or by your own eye sight?

A By my own eye sight I dont require to examine goods with the aid of a glass.

Q Has the firm of Sherman ^{and} Noble among the year 1883 returned to your concern goods ^{and} exchanged them for others?

A They may or may not have our books will show it.

Q you dont know of your own knowledge do you?

A I cannot swear of my own knowledge they may ^{and} they may not have

Q you know of your own knowledge whether the firm of Sherman and Noble returned goods to your concern upon the ground that they were

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not as they ordered?

A No sir I do not

Q Who wrote those exhibits from two to twenty?

A I don't know I have my opinion who wrote them.

Q Those papers produced by you are from your place of business?
(referring to papers Exhibits 1 & 2. depts)
Answer

Q And they were written by your book-keepers or clerks in your employ?
Answer

Q You don't know who wrote any of those papers?

Answer I wrote some of them

Q I show you now one of defendants exhibits too being bill dated August 21st

A Yes are in my handwriting the bill of August 21st and October 15th is my handwriting

Q Look at the bill dated Sep 11 1891
as reg: M.H.N.

Sherman Noble & Co

Wm Max

Bill

Krup

West 23

0209

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No	Price
4426 1 4/4	1.20
ASHN 4630.	

Have you take this up and ask for Mr Noble who will give him a ps to come back, now sir tell us in whose handwriting is the following "Have you take this up and ask for Mr Noble who will give him a ps to come back?"

A Mr Tappings

Q Was he a salesman in your employ in your establishment in 1883
 A Yes sir he is here (pointing to Mr Tappings)

Re direct

Q Sherman and Noble have dealt with you since February 23^d 1883 Mr Hitchcock?

A I am not quite clear as to the date about that?

A Yes about.

Q Do you know of the nature of all of the orders for goods delivered to Sherman and Noble?

A The general nature of all the orders was any crape of inferior quality delivered to that firm by your firm from 1883 until the close

0210

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of your account with them?

A I think not

Q Do you know if there was?

A There was not

Q Had you received from that firm during the transactions you had with them any complaint as to the inferiority of any crate delivered to them?

A Not that I am aware of

Q No complaint was made?

A I never heard of any complaint

Q You never heard any complaint from them as having been made to your firm as to the quality of goods delivered by your firm to them?

A Yes sir

Q Did you have every piece of goods of this quality that they bought examined by your firm?

A Yes sir

Q And did every piece delivered to them pass through your hands for examination before being delivered, from February 23 to October 1883?

A In 1883?

Q Yes sir

A I cannot swear positively to that

without looking at my books to the best of my knowledge and belief every piece passed through my hands.

Q. Is it or is it not your custom to examine each article of crape of this quality?

A. It is my custom not to permit them to go ^{on} sale before they have passed through my hands for examination.

Q. Is it or is it not your custom to deliver to your customers the article they order and not to send them an inferior quality of crape?

A. Yes sir always with the understanding that if the goods are not satisfactory they are to be returned, goods may have been of good value and not the style and finish to suit parties yet the value was there and if they were not suited they could return them.

Q. And was it not your practice to examine all the qualities of this crape sold to others as well as to Sherman and Noble?

A. Yes sir, we were more particular with goods delivered to Sherman and Noble than many houses that

02 12

we are selling, there is not a house on our ledger or a name on our books that we took more pains with the delivery of our goods than we did with Sherman and Noble.

Q. Was no complaint ever made to your firm by them?

Answer:

Q. Why did you take more pains with the goods delivered to Sherman and Noble than with any of your other customers?

Objected to

Sustained Subject to the ruling of the court

By the Court. Objection.

A. Messrs Sherman and Noble were in the employ of Lord and Taylor and we had been coming in contact with Mr Noble from time to time for several years. And after he decided to go into business, he told us of his business arrangements he was going to make and which he finally did make and we said to him Mr Noble when you get ready with your crates. Come and see us and we will put in the way

0213

U2

best quality ^{and} treat you well ^{and}
 give you the lowest figures we
 sent out exactly what we said ^{and}
 we carried it out to the letter, we
 believed Mr Noble to be an honest
 man and felt a desire to make
 their concern a success in business.
 Mess Sherman ^{and} Noble did not pay
 their accounts promptly I sent for
 Mr Noble to come ^{and} see me ^{and}
 he came ^{and} I said to him Mr Noble
 our ledger tells us you are short
 of funds ^{sub.} if you are ^{sub.} showing your
 hands to other creditors you are
 showing them to us, what will it
 take to make you easy Three thous
 and dollars, I drew my check
 for three thous and dollars ^{and} after
 handing my check to him I said
 to him go ~~draw~~ home draw a note
 to yourself ^{and} draw it to your own
 time ^{and} make it payable to suit
 your convenience
 Now Mr Hitchcock was any com
 plaint made to your firm after the
 delivery of these goods May 26 1883.
 A note that I am aware of.

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Q I will ask you that question through
out, March 18 - 1883 23^d Febry
26th Febry 9th March. 17th March
2^d March 30th March 28^d April
6th Aug 21st Sept. 11th Sept.
26th Sept 8th Oct. 12th Decr.
30th August 30th March 4th Apr.
Aug 21st Oct 15th 2 bills Was 1.40
one at 7⁰⁰.

Now Sir after all of these goods were
ordered no. complaints were made
as to the quality of the goods delivered
Am not that I am aware of

Q And would your home been advised if
such complaints would have been
made

A I would have been advised if such
complaints would have been made

Q And did you see subsequently any
member of the firm of Sherman
and Noble?

A I saw them from time to time

Q were they not duplicating their orders
and did they not make other purchases
any more

Q and at no time in your interviews
that you had with them did they
complain their goods were inferior

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In quality?
Answer never
Recross.

Q Mr Hitchcock do you recollect at the
a circumstance happening in the
month of March 83 when Mr Noble
came to your place and told you that
because you sent him or them inferior
crape that they had lost a customer
by the name of Mrs Leask for three
thousand dollars? yes or no?

A I don't remember it,

Q you don't?

A no, but I do remember Mr Noble
coming down to our place of business and
bringing a sample of crape, I might
behave that he brought two samples
I am not quite sure in regard to that
though one was a sample the customer
had brought to him of crape that she
had bought at some place at a certain
price which she thought was of better
value than his, that didn't signify.

Q did he complain to you that he lost a sale
of three thousand (\$3000) dollars to a cus-
tomer by the name of Mrs Leask
because the crape bought of your com-
pany was of an inferior quality?

02 16

45

A. Masu

Q. Did he say anything about that lady at all that he had lost her trade on account of goods bought of your firm?

A. If my memory serves me correct, I think that it was this that this lady bought a cape which she thought was cheaper than the cape Mr. Noble had sold her.

Q. Did he come and make that statement to you that the lady made that complaint to him? And that the cape he bought from you was of an inferior quality and that the kind he ordered of your firm

A. Masu never did

Q. Did he ever tell you that because of the goods he bought of you he lost a lady customer?

A. Masu

Q. He never did?

A. Masu

Q. Positive about that?

A. Yes sir

Q. Did he say anything like that to you?

A. If my memory serves me right he said he sent a cape to a lady and she was not satisfied with it

Q. And did he tell you at that time because

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of that dissatisfaction that he lost
a good customer and a good profit?

A No sir the good profit was not made
and he say he lost a customer?

A He may have said he lost a customer
I don't know

Q Did you send Mr. Shopping to see the lady
at the time?

Q Yes?

A No sir

Q Did you send him up to Sherman and Noble's
store?

A No sir I never sent him up to Sherman and
Noble's store.

Q Any since the time?

A I do

Q Anytime knows that he went there afterwards
reported that fact to you?

A I have a sort of indistinct recollection
but I do remember, Mr. Shopping told
me he was present when he saw him
sell a crane for six dollars a yard
that he paid us four dollars and fifty
cents for.

Q You remembered that?

A Yes I don't think he told me any thing
further than that.

Q You do not?

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A I remember Mr Shapping coming down to
me and saying he was in there in the
stone of Sherman and Noble and that he
cut a crate for six dollars a yard
that he paid me for fifty a yard for?

Q If that was the case it was good business
conduct was it not, friend Hanson?

A Yes sir

Q You found no fault with that did you?
A Yes sir not in the least.

Q And he didn't say anything about a body
being there, or that he heard from them
that they had lost a good customer?

A Mr Shapping never said anything to me
about that for ev.

Q Will you swear to that?

A I don't think he did

Q Will you swear he didn't tell you?

A Yes sir

Q Did he tell you that he met a body at
Sherman and Noble's store?

A I don't think he did

Q Will you swear he didn't?

A I will swear I don't think he did

Q Will you swear he didn't tell you?

A I don't know.

Q Now you said something about giving
people (\$3000) three thousand dollars?

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Answer

Q. You didn't give it to the firm of Sherman
and Noble?

A. The check was drawn to the firm of Sherman
and Noble.

Q. Do you know of a mortgage of three
(3000) thousand dollars that Mr. Sherman
gave you on ocean grove property to
secure you for the loan of three thou
sand dollars?

Answer

Q. In that conversation with Noble did
you beg his pardon?

A. No. I am not in the habit of doing that
begging people's pardons.

Q. And did you shed a tear and cry and said
you felt very sorry to hurt their busi-
ness?

A. No. I won't swear I cried for I cry so
very easy.

Q. You are of a very easy crying disposition
aren't you? You cry very easily is that
the idea?

A. I don't think I cry very easily. I don't
think I do.

Q. Will you swear you didn't?

Answer

Q. Did you ever say to Mr. Noble that Mr.

Sherman was not the right kind of a partner for him to have that he was a gambler ^{and} that he was going around with common women ^{and} with whores ^{and} sin

Q. Did Sherman ever come to you ^{and} inform you, tell you that Noble informed him of that ^{and} said to you I want you to prove it; Mr. Hitchcock did he say that to you

A. Say what

Q. Did Sherman ever come to you and tell you that Noble informed him of the fact that he was not the right kind of a partner for him to have, that he was going around with common women ^{and} with whores ^{and} that he was a gambler

A. I never said that Mr. Sherman was a gambler or was in the habit of going around with lewd women or that he was a dishonest man.

Q. I again repeat my question now Mr. Hitchcock you are an intelligent man I know ^{and} ought to understand my question now Sir did Mr. Sherman ever come to you ^{and} tell you that Mr. Noble informed him of the fact that he was not the right kind of a partner

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for him to have, that he was going around with Common on so many and with Ashaard and that he was a gambler. A second it rumored that Mr. Sherman's habits were not correct. And I think I said to Mr. Noble if that is a fact he is not the man for you to have as a partner.

Q. What month was this in?

A. I cannot tell what month.

Q. What year?

A. Oh some months after they started.

Q. Was it before or after the 4th of July?

A. Yes I think it was they were dealing with us some time then.

Q. Was it after or before the 4th of July?

A. I cannot swear. It was one of the casual conversations we had I think it was after.

Q. They were indebted to you for this amount when you had the conversation with them were they not?

A. Yes sir.

Q. And they had been dealing with you right along?

A. Yes sir.

Q. And they owed you this full amount at the time you had this conversation about Noble?

0222

Ayesen

Q What else did you tell Noble about Sherman?

A I don't think I told him anything
Q Did Sherman come to you ^{and} tell you
what Noble had said or what you had
said to Noble, yes or no?

A I cannot answer that question yes or no
without an explanation

Q Did he come to you? yes or no.

By Mr Blunt you can answer the question
and explain it afterwards?

A Yes Sherman came to me.

Q After you had this conversation with
Noble?

Ayesen

Q Who came with Sherman?

A I believe Mr Noble did.

Q And what did Sherman say to you?

A Mr Sherman said he was sorry ~~that~~
those reports were circulated about
him.

Q Anything else?

A And that there was no truth in them

Q And what did you say?

A I said those are the stories that we
hear

Q Anything else?

Q. I don't think of anything else that took place particularly at that time
 Q. How many times had Sherman called upon you at your place of business before that?

A. I cannot swear

Q. About how many?

A. He may have been there two or three times before that, possibly not more than once.

Q. Was not that the first time he called there "Mr. Hitchcock"?

A. I cannot swear

Q. Did you know Sherman before that time personally?

A. I should say yes.

Q. Had you ever met him before?

A. Whenever Mr. Sherman came to our store that was the first time I met him. I don't know that that is the particular time.

Q. Will you swear that you saw him at your store before that?

A. No I would not. I have seen him several times.

Q. You wanted Noble to break up the partnership with Mr. Sherman on account of these rumors? didn't you?

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Answer

Q. you felt very friendly disposed towards Mr Sherman after you had this conversation about Noble?

A. I don't think there was any great feeling one way or the other.

Q. No ill feeling?

A. No special ill feeling.

Q. You had no feeling towards them?

A. No reason why I should.

Q. Did not Mr Sherman tell you it was a lie that you had circulated about him and that he would hold you responsible for it and would sue you for it?

Answer

Q. And didn't he bring Mr Noble to you and face you and said asked you if you said he was a gambler and if he was running around with bad women and whores?

Answer

Q. Nothing of the kind?

Answer

Q. And didn't you say to Mr Sherman don't be angry at what I said and let us continue right along as we were or words to that effect?

Answer

Q Nothing like it?
Answer

Q When did you say that you said to Sherman I had been informed of those stories; when did you say that, after you said it to Sherman when Noble came with him?

A I don't remember particularly any of the conversations.

Q It was in an interview with you and you recalled every word that passed between you Sherman and Noble don't you?

A I presume not.

Q You cannot recall every word that passed between you at that interview?

A I think I can recall about as well as any person what occurred but I don't remember the particulars.

Q You have already said that when Sherman came to you with Noble that you told Sherman in the presence of Noble that you had been informed about those things, what else did you say besides that?

A I don't remember now.

Q Do you remember what Noble said?

A I don't particularly at the present moment.

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Q Do you remember what Sherman said?
A I don't remember the details

Q How long after that interview was it you brought that suit in the common pleas against Sherman & Noble as near as you can recollect?

A It must have been some months

Q How many months, the suit was brought June 10th 1884? how long before that was this conversation, had this conversation occurred between you Sherman & Noble when you brought this suit

Q The conversation must have occurred some months before

Q Was it in 1883 or 1884?

A I cannot tell.

Q Could not you give us anything nearer than that?

Answer

Refrain

Q Was not this interview that the Council just called your attention to take place long after six months after the firm commenced dealing with you?

A My own impression is that it was six months or longer.

Q You stated that the firm dealt with

you until October 1883 (from February to October 83, had the account been closed before this conversation took place

A The accounts remained open and still remains open now I don't know that we ever said we didn't want to sell them any more goods?

Q Had any goods been sold after that conversation?

A I am not quite clear about that.

Q When if that conversation occurred in July as you think possibly it may have been you subsequently sold this firm through July 1883.

A Yes sir if it took place in 1883.

Q Are you or are you not positive whether it took place in July 1883 or 1882

A I think this conversation must have taken place in 1883

Q And it could have taken place later than July 1883?

A My own impression is that we sold them goods after this conversation.

Q There was nothing in that conversation relating to the sales of goods was there

A I am laboring under the impression that they had goods after that con-

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conversation I am not quite sure

Answers

Q Show your any memorandums in your books, your ledger day book or your journal or any other memorandum book which you have which has any reference to the conversation had between yourself and Sherman Crossin

Q Now before you brought the suit in the common pleas Mr. Hitchcock did you agree with Messrs. Sherman & Noble to take one hundred dollars a week from them in settlement of your claim against them?

Answers

Q Did you make any such agreement with them in reference to the payment of that debt?

Answers

Q Did you have any talk with Noble after the summons was served in the suit in the common pleas court of paying off this debt and you by the firm of Sherman & Noble.

A I don't think I did after the suit was brought.

Q Will you swear you ^{did} not?

A. I shall for me to answer the question
 its necessary for me to go into an
 explanation.

Q. Explain it.

A. Before the suit was brought I asked
 Mr. Noble to send me some money
 to send me a hundred dollars a week
 if he could not send me any more
 but I made no arrangement or agree-
 ment with them to take One hundred
 dollars a week until the account
 was settled.

Q. Did you get a hundred dollars at any
 time after that conversation before
 suit was brought, on account of this
 claim?

A. I think about 2 weeks after the conver-
 sation we got One hundred dollars.

Q. How soon after that was the suit brought
 a day, a week, a month or years?

A. I cannot tell without referring
 to our ledger.

Q. Does your ledger contain reference
 or entries as to the fact when the
 suit in the common pleas was
 brought against Sherman & Noble?

A. Yes, but our ledger ought to
 contain the time we received One

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hundred across.

Q after you brought the suit must it be
did you send any one up to see
Sherman ordering him to say to Sherman
that the answer they put in in the Court
room please was good ^{and} that you
wanted to compromise?

Answer

Q Now you will ^{swear} you sent nobody up to
Sherman ^{or} nobles after the suit
was brought?

Answer

Q Did you have any body go there on your
account directly or indirectly after
the suit was brought to either or both
I don't think so.

Q Will you swear you didn't?
A I will swear that I never sent any
one with word that that suit
could be compromised.

Q Now you direct any one to be sent to
compromise?

Answer I don't think I ever did.

Q Will you swear you did not?

A I will swear that I did not.

Q Will you swear that you sent nobody
there ^{or} gave directions to Sherman ^{and}
nobles or both?

0231

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A Is it possible I may have sent an errand boy there I don't remember that I did but if you ask me if I sent a person there to make a settlement with Sherman & Noble I say positively no

Q Was you aware of the fact that your attorney sent somebody to Sherman & Noble?

A Yes sir

Revised

Q You directed nobody to go to Mr. Sherman or Noble for the purpose of settling or compromising this suit after beginning it?

A I did not

Q And if any body went there they went without your knowledge & permission?

A They did

Q And you received an account of this claim from them the sum of one hundred dollars?

A Yes sir

Revised

Q Were you in the city at the time the suit was brought in the Court of Common Pleas June 11th 1884?

A Yes sir

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61.

Q Were you up to the 30th of June in the city?

A No sir I was not in the city

Q Where did you leave the city after the 11th of June?

A It is a pretty difficult thing to state I left New York on the 28th of June and returned on the 28th of July?

Sworn to before me
this 20th of February 1855 } Wilcome G. H. Litchford
J. M. Jeffery
County Justice

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John Brady Jarvis called on the
Court after the people being duly sworn
deposed and says.

By the Court

Q Where do you reside?

A 174 West 23rd Street

Q What is your business?

A Deputy clerk Court of Common Pleas
Direct Examination

Q Will you look at this record and state
whether that is the original judge-
ment roll in the suit of Hatcher
against Sherman and Noble and which
is now on the file in your office?

A It is

Q In the Court of Common Pleas?
Answer

Q What is the date of it the filing of it?

A 13 November 1881

Offered in Evidence Admitted &
Marked Off Ex. 1. Cross Examination waived

Sworn to before me

this 20th day of February 1885

John Brady Jarvis
Deputy Clerk
Court of Common Pleas

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A. Howard. Shipping called on today
of the people being duly sworn deposed
and says.

By the Court

Q. Where do you reside?

A. 63 West 53th Street

Q. What is your age?

A. 31 years

Q. What is your business?

A. Salesman

Direct Examination

Q. For whom are you salesman, or where
are you employed?

A. Hitchcock & Patten

Q. Are you familiar with the sales of
craps made to the firm of Sternman
and Noble & Co. from February 23 to
the close of the account with them
yes or no?

Q. Did you make any of the exhibits that
have been put in evidence here today
by the defendant and marked Exhibits
B?

A. Yes sir

Q. How many of these exhibits did you
make?

A. 16 of them

Q. You are employed as a salesman

0235

Q

with Hitchcock and Patten?
A Yes sir.

Q At what place?

A 1153 and 1155 Broome Street

Q And their business is what?

A Importers of Dry Goods.

Q And do they sell among their dry goods material known as crape?

A Yes sir.

Q The crape that was delivered to Sherman and Noble did you examine it personally?
A I did.

Q Was any of it that you delivered of an inferior quality?

A It was not.

Q How much of that did you deliver?

A Do you mean of their entire purchase?

Q After their entire purchase?

A The majority, if not the greater part of it.

Q Who received the orders for the crape?

A I did the greater part of the orders.

Q From whom were they received?

A Mr. Noble.

Q In person or by letter?

A In person.

Q By his calling at your store?

A By his calling at our store and by my calling at his store.

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Q and at the time Mr Noble entered at your store did he look at the material that he was ordering?

A He did in some cases.

Q And in this case in which he looked at the material was that same material delivered to Mr Noble?

A It was.

Cross Examined

Q He did not examine all the goods that he ordered?

A No.

Q How many times between February 83 and December 1883 did Noble examine the goods he bought?

A Several times

Q 2 or 3 or 4 times?

A I should say three times any way.

Q And the others were simply orders given to you without any examination of the goods?

A I didn't say that all but the 3 times were orders. There must have been more than 3 times

Q I want you to swear how many times it was?

A I cannot say.

Q Was it more than 3 times

A I cannot not swear to any more than three times

Q And those goods were sent to the firm of Sherman and Noble simply upon their order without any instructions

A Upon their order.

Q They gave their order for a special order of goods and you sent them?

A Correct.

Q Did you examine the goods of every customer before they are sent from your store?

A I do

Q You do?

A Yes sir.

Q How often?

A Every customer I sell

Q How many customers did you sell in the year 1883?

A Several hundred

Q And it was part of your duty then as I understood it to examine the goods of every customer before they left the firm of Hetchcock & Co or Hetchcock and Patten which ever it may be

A It is my duty to examine the goods of every customer that I sell

Q If one customer examines five hundred

0238

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pieces you moved examine every single piece?

Yes sir

Q Take them out of the case or box and go through every one of them?

Answer if it was five hundred

Q And measure them all?

Answer

Q You have said you delivered all these goods yourself to the firm afterwards?

Q Noble is that so?

A What do you mean by delivering them carrying them uptown and delivering them in the store personally myself?

Q I don't know what you meant by that when you swore you did,

A I meant in speaking of a business way what the term delivers means in business?

Q Let me understand about that business way of yours what do you mean by deliver in a business way?

A I mean this when Mr Noble came to our place of business and ordering a certain number of pieces of certain nature of goods I select those goods and make out one of those bills stock tickets - And then they are carried into another

0239

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room and entered

Q Then as I understand you, you have nothing more to do than to take the order and give it to the delivery clerk?

A That is all

Q And he sends them off with a courier?

A Yes sir

Q There as a physical fact you did not deliver the goods to the firm of Sherman Noble & Co?

A Yes sir

Q Did you take the goods yourself and deliver them to Sherman and Noble's store?

A Yes sir

Q After you put your ticket on them such a ticket as in evidence here they are taken to another room entered up packed up and sent to the parties who purchased them? is that it?

A Yes sir

Q Mr. Kapping you have also testified in answer to our friend Blunt's question that the goods which you sold on behalf of Hitchcock & Co and which were delivered to Maple Sherman & Co were not of an inferior quality is that correct?

A Yes sir

Q Let me understand from you what you

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mean by the term inferior quality

A I mean by that goods that are not up to the standard.

Q anything else?

Answer

Q any other explanation

Answer

Q What do you mean by goods not being up to the standard?

A There is a certain standard in goods, that is all I know, there is a standard.

Q Is that the only explanation you can give?

Answer

Q do you know what the definition of the word inferior is?

Answer

Q Sure it to us?

A Not up to the standard.

Q That is your definition isn't it?

A It is in relation to crapes.

Q What is the general definition of the word inferior?

A I am not prepared to answer that question.

Q Now its possible through some accident or mistake or inadvertence that Mrs Sherman and Noble received goods

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~~from~~ ~~that~~ Hitchcock and Patten which were not
up to the standard ^{and} that ^{may} have been
of an inferior quality
objected to

Assumed subject to the Ruling of the
Court

By the Court. Objection

A In this case its not possible

Q In any of the transactions with Sherman
and Noble there was no mistake no accident
no inadvertence

A no sir

Q Nothing of that kind could occur?
A no sir

Q No accident?
A no sir

Q No mistake?
A no sir

Q If you will swear to that?

A I will swear to that

Q Did you ever go to Sherman and Noble's?
A Yes a lady there?

A Yes sir

Q What was her name?

A I don't know

Q Was she introduced to you as Mrs. Clark?

A no sir

Q Sure of that?

0242

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A I am

Q Did you ever hear the name of Leese
mentioned in Sherman & Noble's store
Anno si

Q Will you swear you did not?

A Not to my knowledge.

Q That you swear positively to?

A I may have heard the name mentioned
but it made no impression upon me.

Q Did you ever go into Sherman & Noble's
store and see a lady there and have a
conversation?

Answer:

Q When was it?

A I called in Sherman & Noble's store and
Mr Noble was selling the lady a new
cape he was evidently in conversation
with her and I sat down and he called me
over and he said Mr Shapping is the manu-
facturer of these goods and he said Mr
Shapping this lady is an old customer
of mine who was in the habit of
buying her goods from Lord & Taylor
and I want you to tell her they are the
same goods that you sell to Lord &
Taylor and I said they are

Q Go on?

A That is all.

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Q Who was present Sherman or Noble
a Noble

Q Was there Sherman there?
Ans.

Q Will you swear he was not?
A He may have been in the store I went
swear he was not to my recollection
he was possibly near by.

Q Will you swear that Sherman and Noble
didn't say that that body complained
to them about those goods? Did Sherman
or Noble ever complain to you that the
goods that they received from you were
not as ordered?

Ans.

Q Did they make any complaint to you at
all about their goods?

Ans.

Q Never made any complaint to you about
them one way or the other?

Ans.

Q Did you ever meet any body in the store
A I never met but one body.

Q Do you know her name?

A I never met but one body in the store
and her name may have been Smith
or Jones for all I know

Q Did you ever hear the complaint of another

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body in the stone of Sherman Noble?

Answer:

Q Not a word?

A Not a word

Q How did you happen to go to the stone of Sherman Noble & see that body?

A It was my habit of calling up there once every two weeks that was my semi regular course.

Q Will you swear that you were not sent that day or the day before by Mr Hitchcock to Sherman & Nobles? definitely that day?

A I will swear that Mr Hitchcock did not definitely send me to Sherman & Nobles.

Q Was he before that day?

A I will swear that Mr Hitchcock never told me to call at the stone of Sherman & Noble.

Q You insist there are your own account?

A On my own individual account.

Q All these goods you say were ordered by Noble?

A Mr Sherman may possibly have ordered some of the goods to the best of my knowledge and belief they were ordered by Mr Noble.

Q Will you swear that Sherman never ordered

0245

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any of those goods?

Ans.

Q How many orders in writing were sent to the firm of Pitchcock & Co for goods to be delivered to Sherman Noble?

A I don't know.

Q Can you recollect the exact language used by Noble when ordering goods of you to be sent to Sherman Noble?

Ans.

Q You do not recollect now the exact language used at any of these transactions from February 83 to December 83?

A I cannot remember anything exactly. I don't believe any man living can.

Q Do you remember the substance of each conversation had with you by Noble when Noble ordered those goods at the different times set forth in Exhibit 1.

A I remember the subject of each conversation.

Q Do you remember the substance of the language used?

A I remember the substance

Q Of the language used.

A Not the language as set forth in each

bill of particulars but only those that I had with him I want to be clearly understood there was some of the orders taken by persons in the house and examined by me before they went out all the rest mentioned in the bill of Exhibit 1 were not given to me personally.

Q How many were given to you personally by Noble?

A 14 were given to me personally.

Q By Noble will you swear to that?

A By Noble or Sherman.

Q You have sworn before that Sherman never gave you an order?

A I must swear to it now.

Q Will you swear that the 14 you have picked out were given to you by Noble?

A No I must swear to it now.

Q How many will you swear that Noble gave you personally?

A I will swear out of the fourteen to eleven ~~personally~~ positively.

Q Why can you swear to it positively?

A My memory.

Q Can you particularize them now the name of any customer that you had?

0247

personal dealings with in the year 1883? And the actual goods sold and the kind of goods sold and the actual amounts delivered to them and the exact kind of goods sold to them?

And the amounts which they were to pay? A I can give you no idea? of about the amounts and quality of the goods you can give no idea?

Answer

Q If you have four or five hundred customers and you mean to say that it is impossible to give the exact amounts?

Answer

Q There are twenty one exhibits here orders so called some of them were made with other clerks and handed to you to fill? as I understand it?

Answer

Q How many of the 21 orders were given to you personally by Noble?

A I am willing to swear to eleven of and that the other ten were taken by other clerks in the store and then handed to you?

A I swear I have taken fourteen orders personally I swear I took eleven from Noble personally? And must

0248

have taken the other three from ^{Shannon} ~~Shannon~~
 Q Will you swear positively that ~~Shannon~~
 gave you the orders for the other
 three?

A Yes sir

Q About the others who took them; the other
 clerks in the store.

A Yes sir and then handed the order to me
 to fill and the others that I knew to that
 I have taken of the other 14 I delivered
 them myself and executed them myself.
 Q But eleven of them you received per-
 sonally from Noble is that what I
 understood you to say?

A Yes sir

Q Which were they?
 A March 30th 83 Febry 26th 83 Febry 23rd 83
 March 8th May 26th March 17th March 9th
 March 2nd March 30th Aug 6th Sept 11th
 Sept 21st Oct 8th.

Q All in the year 1883.

A Yes sir I have them in my hand.
 Q How about them the three are as follows
 Sept 26 - 83 Oct 15th 83 Oct 15th

A Those orders were taken on the day
 they were entered?

Q They were taken by other clerks?
 A Yes sir

0249

Q And given to you to fill?
Answer

Q What about these four?

A April 4th August 21st Dec 12th
and 23rd of April 1883 what have you
to say in reference to these?

A I don't know anything about them

Q Except that the orders were handed to
you and you filled them?

A No I didn't fill those orders.

Q You had nothing to do with those?
Answer

Q Did you ever talk to Sherman about
the charges Hitchcock made against
him?

Answer

Q Never say a word to him about them?

A I cannot answer the question

Q Why cannot you answer the question?

A I don't recollect

Q Will you swear that you never had
a conversation about the charges
that Hitchcock made against him?

A I will not swear to it

Q After the serious was served did
you send word anybody to Noble
or Sherman about a suit against
Noble and Sherman

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Q I cannot answer that for I don't know
whether the summons was served?

Q June 11th 84 did you send anybody
to Mr Nobles or Sherman or to both
about this suit in the Common Pleas
A After the summons was served.

Q Yes as near as you can recollect.

Q I don't know if the summons was served
or not.

Q You sent somebody there?

Q Somebody volunteered to go

Q Who is he?

Q Mr Appleby.

Q Who is "Mr Appleby"?

Q He is a gentleman in the office of
Mr Odell.

Q What was the object of his visit?

Q I don't know

Q Was anything said about a compromise
answii

Q Not a word?

answii

Q You didn't hear one word in reference
to his going?

Q I knew he was going

Q Was anything said as to what he was
going for?

answii

Q Not a word?

A Yes sir.

Q Will you swear now that you did not know at that time why Mr Appleby went up to Sherman and Noble?

A No I don't know why he went up.

Q What did Appleby say when he volunteered to go up to see Sherman and Noble?

A To me.

Q To Mr Odell in your presence?

A Mr Odell was not present.

Q What did Appleby say in your presence?

A He said he would go up to see Sherman and Noble & Co.

Q What for?

A I don't know.

Q Did he give any reason?

A No sir.

Q No explanation?

A No sir.

Q Now you didn't send him?

A No sir.

Q He merely said he was going to see them? In relation to this suit?

A I don't know what our lawyer or does me put a case in his hands and he manages it to the best of his

ability.

Respect

Q. Those goods that were delivered Mr. Hoffman to Sherman and Noble were of the same character as those that they were in the habit of buying?

A. They were

Q. And of the same quality?

A. They were

Q. And they are the goods for which this action was commenced in the common pleas?

A. Yes sir

Q. And the goods that you put up for delivery to this firm of Sherman and Noble were of the same quality that they were in the habit of purchasing from your firm?

A. Yes sir

Q. Do you recollect all of the conversation with Mr. Noble in relation to the visits of Mr. Sherman?

A. I do.

Q. State that conversation if you recollect it?

Objected to.

Resumed subject to the ruling of the court.

0253

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7

By the Court Objection

A I had several conversations with Mr Noble in regard to Mrs Sherman I will relate the result of the general conversation

Q State the substance of the first conversation

A I cannot

Q State the substance of the conversation generally

A Mr Noble said he made a mistake in associating himself with Mrs Sherman as a partner and that Mrs Sherman's habits were not good, he was as Mr Noble expressed it a horse man he devoted more attention to his horses than he did to his business and that he got down to his business late in the mornings and some days he was out on the road driving and would not come down and that he was a horse dealer and that some days he would come down at 10 or 11 o'clock and at noon where he should have been there at eight o'clock the same as he used to when he was with Lord and Taylor and that he was in the habit of leaving at all hours at 2.30 o'clock

0254

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In place of remaining until six o'clock
as he ought to ^{and} that he was always
in the Glenham cove and spent the
most of his time driving the
Recess

Q He didn't state whom he met in
the Glenham cove?

A No sir

Q Did the firm of Sherman & Noble ever
duplicate goods to your knowledge
any more?

Q And were the duplicates of the same
quality as sent before to them by your
firm?

A Yes sir

Q Did you receive any complaint from
them as to the inferiority of those
goods?

A I never heard any complaint, on the
contrary I was complimented, I was
personally thanked for the goods that
I delivered them

Q By whom?

A By Mr Noble and also by Mr Sherman
and I have also been thanked for the
superior goods we delivered them
and the perfect satisfaction that
they gave to the concern?

Q And they were the exact same kind

0255

84

of goods you were in the habit of
sending them?

Yes sir

Edward Whittington

I am to be fine me

this 20th day of February 1885

P. A. Duffy
District Justice

0256

85

Welcome G. Hitchcock Recalled
by the people.

Direct Examination

Q. It was brought out on the cross ex-
amination of Judge Messer that
you had received from Sherman and
Noble the sum of One hundred
dollars (\$100) for payment of those
goods?

Answer

Q. Did that firm promise to pay you
for this bill of goods and if so in what
way and they make the promise on
what terms?

A. They promised to pay me one hundred
dollars a week.

Q. And they made but one payment
of that?

Answer

Q. And that came from whom? from whom
was the offer made, did the firm
make the offer to pay that?

A. The firm of Sherman and Noble made the
offer.

Cross Examination

Q. And you took the One hundred dollars
Answer but I didn't agree to let
the account run along until it

0257

826

was settled.

Re Verdict

Q. There was no agreement made whether
was there?

A. No sir the reason I commenced the
suit was because they didn't pay
the One hundred dollars a week which
they were to pay and we put the case
in the hands of our lawyers.

Sworn to before me
this 20th day of February 1885 } Wilmon G. Hitchcock

W. G. Hitchcock

Justice of the Peace

The further hearing was then adjourned
to March 15th at 3 PM. at Essex
Market.

0250

March 13th 1885

Examination Resumed all parties
present; Continued at Essex Court

William H. Mayer being called
on the part of the people being
duly sworn deposes and says

By the Court

Where do you reside?

A 403 West 40th Street

What is your business?

A Attorney and counsellor at law.

Direct Examination

Q You are also a Notary public?

A I am

Q Were you a notary public authorized
to administer oaths on the 19th day
of July, 1884?

A My commission so reads.

Q Did you on that day administer an
oath to Horace W. Sherman?

A My memory is not sufficient to
recall it but if I look at the
document I might refresh my
memory.

Counsel showing witness a paper
Ayes in that was taken before me

as a notary public

Q This is your signature is it not as a Notary Public?

A Yes sir

Q And that is the signature of the defendant here Horace N. Sherman?

A I presume it is

Q As appears by Complainant Exhibit 1 of February 20th did you duly administer to Mr Sherman the oath as herein set forth as an answer in the judgment roll of the 20th of February 1885?

A Yes sir

Cross Examined

Q How long have you known Mr Sherman

A I think I made Mr Sherman's acquaintance about the month of June 1882

Q Did you see him sign Plaintiff's Exhibit one

A I cannot swear that I saw him sign it

Q Did you ever swear him to any papers before this?

A Yes sir

Q What papers?

Q Was either a complaint or an answer
of what case?

A I cannot tell you

Q Did you see him sign that paper?

A I would not say that I did

Q Did he come to you in person and
swear to it?

A I was present with him at the time
of the taking of the deposition I would
say that he came to me expressly
for that purpose.

Q In whose office were you in at
that time?

A In the office of Mr. McCabe.

Q What was said to you at the time
of the taking of the affidavit?

A I cannot swear what was said
in words but in substance Mr
McCabe asked me if I would not
take Mr. Sherman's affidavit.

Q Do you know what hour of the
day that was? what time of day
it was.

A Yes I think I can get pretty near it

Q What time was it?

A In the neighborhood of one o'clock.

Q Don't you know that on that day

0261

Mr Sherman was out of town after
half past 11 o'clock on that day?
Answer

Q You swear positively that he appeared
before you?

A I do swear positively

Q In what way did you administer
the oath to him?

A I say you mean what language was
used to him?

Q Yes sir

A I cannot tell you.

Q What words did you use to him?

A I cannot tell you.

Q Give me the substance of it
A In my usual form.

Q Give me the substance of it?

A I say you solemnly swear that the
affidavit subscribed by you is
true so help you God.

Q Did you use those words to him?
A I cannot say if they were the express
words

Q Did you say any thing like that to him?
A Yes sir I never administer an oath
in my life but what I used it

0262

Q Is it a fact that Mr M. McCabe asked you to sign that paper to smear him that paper?

A Yes he ask me to take the affidavit?

Q Yes sir

Q My recollection is that he did ask me to take the affidavit

Q Who else was in the office?

A Mr McCabe was there.

Q Who else?

A Possibly his boy I don't recollect. if he was he was in the office that is portions off he was not in the same room.

Q Did you ever take an affidavit where the party didn't appear before you?

A I have no recollection of ever doing anything of that kind

Q Did Mr McCabe ever request you to do it

A No sir I have no recollection of it

Q Have you had any conversation with any parties concerning this matter since the institution of this suit?

A Yes sir

Q With whom?

Q I had a talk with you ^{and} Shore talked with Mr Corwin

Q What did you say to Mr Corwin
A I think - in fact I know that the conversation was held between Mr Corwin yourself ^{and} myself.

Q What did you say?

A I said there was something said about the case. I don't know who first mentioned the subject, but something was said as to whether or not I took this affidavit whether Mr Sherman came to me or came before me. ^{and} I said most distinctly ~~that~~ he did.

Q What else did you say?

A I said that Mr Sherman spoke to me about taking a deposition at Judge Steckler's office ^{and} he made a remark that he didn't come before me

Q What else did you say that day to Mr ^{Corwin} Sherman ^{and} myself.

A It was subsequently that I took the affidavit ^{and} Mr Sherman called my attention to the fact. - to the statement

Q What else did you say?

A I don't recollect. Do you mean

0264

upon that subject.

yes sir

Q Do you mean with reference to what Mr Sherman said to me

(A) Yes sir, I stated to him & Mr Cowin what Mr Sherman stated to me

Q What else did you say to him?

A I don't recollect what else I said substantially what I have just testified to.

Q Did you not Mr Mayer in answer to a question put to you whether you would or would not swear that you took it before him say you would swear you would say that you did whether it was so or not.

A Most decidedly I did not

Q Did you not ^{say} swear, you would, ^{over} say you did to protect yourself in the matter?

Answer

Q Or is that the substance?

Answer

Q Or words to the effect?

Answer

Q Or anything like it?

Amosii

Respect Examination

If this defendant appeared before you
when this acknowledgement was
taken.

Amosii

If you are not in the habit of taking
acknowledgements of people who
don't appear ^{before} you

Amosii

Wm H. Meyer

I now to before me
this 15th day of March 1885

Wm H. Meyer

Judge Stecker Defendants
Kammell;

I now to dismiss the
complaint upon the ground that
the evidence does not show the
commission of a crime of perjury
by the accused. And that the evidence
does not sustain the allegation
of the complaint upon which the
charge is founded.

By the Court. Motion

0266

9
Welcome G Hitchcock

Recalled.

Mr Hitchcock! I desire to correct
my former testimony as follows.
If I have stated upon my
previous examination that I was
absent from the city during the
year 1883. I now desire to testify
that I was at my place of business
every day for several years past
when I was in the city Sundays and
holidays excepted.

Sworn to before me
this 12th day of March 1885

Welcome G Hitchcock

J. M. [Signature]
Police Justice

The further hearing is
adjourned to March 26th

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District Police Court
of the City of New York

The People of the
State of New York
against
Horace N. Sherman

City & County of New York ss-

William G. Kitchcock being duly sworn, says: he resides at the Fifth Avenue Hotel in the City of New York, & is doing business as a merchant in said City by & under the firm name of Kitchcock & Potter. That on the 11th day of June 1884 a certain action was commenced in the Court of Common Pleas for the City & County of New York, by defendant against Horace N. Sherman & Thomas Noble composing the firm of Sherman, Noble & Co. to recover the sum of two thousand seven hundred & sixty two ³³/₁₀₀ dollars & interest, for goods sold & delivered by defendant to said Sherman, Noble & Co.

That an answer was interposed in said action, containing a counterclaim alleging as follows, to wit: "And for

"further & separate defense the de-
 "fendants say that through the gross
 "negligence of the said firm of
 "Kitchcock & Potter delivering to
 "them a certain quantity of inferior
 "Crape Merchandise, & which was not
 "the kind required by them in their
 "trade & was not the material ordered
 "or wanted by them, they have lost
 "custom, their trade in such merchan-
 "dise has been ruined, & on information
 "& belief their estimated loss & damage
 "caused to them thereby amounts to
 "the sum of three thousand dollars
 "which sum they will counterclaim
 "against any recovery of the plaintiff herein."

Whereas in truth & in fact the said
 crape merchandise, delivered to said
 Shuman, Noble & Co., was the same
 material ordered by them & was the
 same required by them in their trade,
 was not inferior in quality & that
 the said firm of Kitchcock & Potter
 was not negligent in the delivery of
 the same.

That said allegation was matter
 material to the issue in said action.
 And as this department is informed and

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Believes, the said Horace A. Sherman
wilfully & corruptly swore falsely
to the same, at the City of New York,
on the 19th day of July 1884 upon
oath legally administered by one
William H. Meyer, a Notary Public
for the County of New York, an officer
duly created by law.
Whereby the said Horace A. Sherman
did then & there commit wilful
& corrupt perjury.

taken, subscribed & sworn
to before me this 10 day
of July 1885

Welcome G. Hitchcock

P. G. Kauffman
Police Justice

City & County of New York ss.

Thomas B. Odell being duly
sworn, says: He is an attorney &
counselor at law, doing business
at no. 67 Wall Street in said City.
That he was the attorney for Welcome
G. Hitchcock in the action, described
in the foregoing affidavit; that
on the 2nd day of September 1884 he
obtained an order from Chief Justice
Charles P. Daly of the Court of Common Pleas

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for the City & County of New York,
directing the defendants in said
action to file the original answer
therein, in the office of the Clerk of
said Court; That thereafter a paper
purporting to be & which document
inspected & believes to be the said
original answer, signed & sworn
to by Horace A. Sherman one of the
defendants mentioned in the fore-
going affidavit, which answer
forms part of the Judgment Roll
in said action entitled *Whome G.
Hutchcock* against *Horace A. Sherman
& Thomas Noble*, filed in the office
of the Clerk of the Court of Common
Pleas for the City & County of New York,
on the 13th day of November 1884.

Taken, subscribed & sworn
to before me this 10 day
of February 1885

Thos. J. O'Connell

P. B. Duffy
Police Justice

0271

W/ District Police Court
of the City of New York

The People of the
State of New York

against

George A. Sherman

Information for Perjury

0272

ORN PAGE

Sec. 151.

Police Court 2 District 1

CITY AND COUNTY }
OF NEW YORK, } ss.

Ex D. B. 130
In the name of the People of the State of New York; To the Sheriff of the County of New York, or to any Marshal or Policeman of the City of New York, GREETING :

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police Justices for the City of New York, by William G. Hitchcock of No. 5 Avenue Hotel Street, that on the 17 day of June 1885 at the City of New York, in the County of New York,

Horace N. Sherman wilfully and corruptly swore falsely to certain allegations at the City of New York upon oath legally administered by one William D. Myer a Notary Public for the County 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 each and every of you, to apprehend the said Defendant, and bring him forthwith before me, at the 2 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 10 day of February 1885
W. D. Myer POLICE JUSTICE.

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PAGE

Police Court District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Welcome G. Hitchcock

vs

Horace R. Sherman

Warrant-General.

Dated *February 10* 1885

Duffy Magistrate.

W. J. M. M. M. Officer.

The Defendant *Sherman*

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

W. J. M. M. M. Officer.

Dated *Feb 11* 1885

This Warrant may be executed on Sunday or at
night.

Police Justice.

REN

Time of Arrest, *February 11 1885*

Native of *N.Y.*

Age, *26*

Sex, _____

Complexion, _____

Color, *White*

Profession, *Clerk*

Married, *N*

Single, _____

Read, *N*

Write, *N*

114 N 88

0274

LARNED & CURTIS,
COUNSELLORS AT LAW,
EQUITABLE BUILDING,
120 Broadway.

WM Z. LARNED.
WM J. CURTIS.

New York, Oct 3 1887

People
vs
Sherman / Perjury

R. B. Martine &

Dear Sir:

we understand
efforts are being made
to have you consent to dis-
missal of this case. We would
like to be heard before this is
done, as we represent the
original complainants.

The case is, we believe,
in charge further Mr Davis
or Mr Temple

Very truly Yours
Larned & Curtis.

0275

Sullivan & Cromwell,

ALGERNON S. SULLIVAN.
WM. NELSON CROMWELL.
GEORGE H. SULLIVAN.
WILLIAM J. CURTIS.
ISAAC CARRILLO.

*People
vs
Therman*

Law Offices

Drexel Building, Wall Street.

New York, Jan'y 11th 1886

*R. B. Marbury Esq
District Attorney
Dear Sir:*

*our client Mr.
Welcome F. Hitchcock who is a
material witness in this case
has returned from Europe and is at
your disposal whenever it is deemed
wise by you to try the case.*

Very truly yours,

Sullivan & Cromwell

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The People
vs
Sherman

0277

HENDERSON & TREADWELL,
ATTORNEYS AND COUNSELLORS AT LAW,
19 Barclay St. and 24 Park Place,

The People of
vs
Sherman } New York, May 24 1887

Vernon H. Davis Esq
Att Gen City

My Dear Sir. Will you
kindly permit leave. our
clerk to copy indictment
in People v Sherman

I oblige
L B Treadwell
Att Gen City

Wm

Wm

Wm

0278

People
v

Horace K. Mann

0279

TORN PAGE

COUNTY OF NEW YORK, SS.

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

An indictment having been found on the 9 day of July
1885, in the Court of General Sessions of the Peace, of the County of
New York, charging Norace N. Sherman

with the crime of Perjury

You are therefore Commanded forthwith to arrest the above named Norace
Sherman and bring him before that Court to answer the indictment; or
if the Court have adjourned for the term, that you deliver him into the custody of the Keeper of the
City Prison of the City of New York,

New York City, the 9 day of July 1885.

By order of the Court,

[Signature]
Clerk of Court.

ORN PAGE

0280

N. Y. General Sessions of the Peace

THE PEOPLE
OF THE STATE OF NEW YORK,

against

Horace Sherman
H. Sherman

Bench Warrant for Felony.

Issued

July 9 1885

The officer executing this process will make his
return to the Court forthwith.

0281

A. Howard Hopping clerk
with welcome G. Ritchcock
no 455 Broome St
sold the goods to self & friends
they were not damaged

Welcome G. Ritchcock
455 Broome St.

A Howard Hopping
455 Broome St

Wm H Myer 318 Broadway

Thomas B. Odell 67 Wall St

0282

People.
vs
Sherman
Witnesses }

Welcome G. Hitchcock
resides at 5th Ave Hotel
is the complainant, will testify
that the goods, alleged to have
been damaged, were without
fault or blemish. That he
examined them all - before
they went out of his store,
Store 455 Broome St

Thomas B Odell atty 67 Wall
St. was the atty in the suit in
the common pleas, the deft
did not appear & default was
taken.

Wm. H. Meyer, notary, will
testify he swore defendant
to the answer.
office no. 378 Broadway

0283

Sec. 192.

6/28
ct/6
District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY }
OF NEW YORK, } ss.

An information having been laid before *P. G. Duffy* a Police Justice
of the City of New York, charging *Horace N. Sherman* Defendant with
the offence of *Perjury*

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

We, *Horace N. Sherman* Defendant of No. *114 East*
55th Street; by occupation a *clerk*
and *Charles M. Crocker* of No. *205 West 21st*
Street, by occupation *dry goods* Surety, hereby jointly and severally undertake that
the above named *Horace N. Sherman* Defendant
shall personally appear before the said Justice at the *2nd* District Police Court in the City of New York,
during the said examination, or that we will pay to the People of the State of New York, the sum of *Five*
Hundred Dollars.

Taken and acknowledged before me, this *11*
day of *February* 188*5*

P. G. Duffy POLICE JUSTICE

Horace N. Sherman
C. M. Crocker

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CITY AND COUNTY
OF NEW YORK, } ss,

[Signature]
Notary Public
for the City and County of New York

Sworn to before me this

Charles M. Crocker
the within named Bail and Surety being duly sworn, says, that he is a resident and *alone*
holder within the said County and State, and is worth *ten* Hundred Dollars,
exclusive of property exempt from execution, and over and above the amount of all his debts and
liabilities, and that his property consists of *household furniture*

*and the personal effects now in the premises No 205
West 21st Street, in the City of New York. I am
in debt at least \$1000 on various other debts
and liabilities*

C. M. Crocker

District Police Court.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Undertaking to appear during
the Examination.

Taken the day of 188

Justice,

0285

New York General Sessions

The People vs } Indictment
vs } Perjury
Horace W. Sherman }

Take notice that a motion
will be made to this Court in Part I
before Hon. Hor. F. Tildersleeve a Judge
of said Court on the 28th day of October
instant at the opening of the Court on
that day for a dismissal of the Indictment
against the above named defendant
on the ground that more than two years
have elapsed since the finding of said
Indictment and the defendant has
not been brought to trial.

Dated New York October 25th 1884

Yours &c

L. B. Treadwell

att'y for defendant

24 Park Place N.Y.

To Randolph B. Martin Esq

District Attorney

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Court of General Session

The People vs

Agst

Harace W. Sherman

Notice

L. B. Treecorwell

Atty for defendant

24 Park Place N.Y.



To Randolph B. Martin Esq

Dist Atty

Exhibit 1

The People vs

Horace A. Sherman

3

Perjury

City & County of New York S. S.
 Albert J. Lee being duly sworn
 says that he is 26 years of age
 and resides at 438 West Forty
 Seventh Street in the City of New
 York and is in the employ of
 James McBreary & Co at corner
 of Eleventh Street and Broadway
 New York as a bookkeeper
 That deponent was employed by
 Sherman Noble and Co of No 38
 West 23rd Street New York, which
 firm was composed of defendant
 and Thomas Noble, from March
 1st 1883 to August 1st 1884 as
 bookkeeper and Cashier
 That deponent knew Melrose
 & Hitchcock & A. Howard
 occupying the business manager
 for David Hitchcock during said
 period.

That deponent has read the letter

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~~Testimony~~ of Hitchcock & Potter dated May 13th 1884 and distinctly remembers that the same was received by him in due course of mail on or about that date; that in a few days thereafter said Hitchcock and Hoppring called at said Sherman and Noble Store to make arrangements for settling Sherman & Noble's indebtedness to said Hitchcock. That on or about the last of March or the first day of April 1883 deponent was present in said Store when a sale was effected by Miss Anne Mackay a saleslady of 4 yards of crepe at \$9.00 per yard to a Mrs Leaska. Said crepe was bought by Sherman & Noble from Hitchcock & Potter to the personal knowledge of deponent. Said crepe was sold by said saleslady as the best goods of that grade in the market. That at said time said Mrs Leaska gave said firm orders for

4 four mourning suits of expensive material to be made for her. She also stated that she had friend and relatives who desired mourning suits and she would induce them to leave their order with said Sherman & Noble. The orders given by her were for large sums of money.

5 That in a few days thereafter said Mrs. Blake returned to said Store and stated to defendant, to said Sherman & Noble & to said Saleslady that the wife sold her before was not what it was represented to be, that she had been cheated by said firm, that she had taken said crepe to Lord & Taylors and compared it with theirs of the same price and that Lord & Taylors crepe was the best and was one or two threads heavier than what she had purchased from Sherman & Noble & Co.; That her Noble thereupon went down to Hitchcock & Potters Store to see about said crepe and Mr. A. Howard

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Shopping Manager for said
 Portmanteau & Potter came up
 to Sherman Noble & Co Store
 thereafter and examined said
 crepe and admitted in the
 presence of deponent that said
 crepe was inferior in quality
 to what it was represented
 to be at the sale by them to
 Sherman Noble & Co.

6 That said Mrs Leach thereupon
 countermanded the order
 for said morning suits saying
 that she was not satisfied
 with the explanation and
 that her confidence in the
 house was destroyed.

And Sherman Noble & Co lost
 the benefit of her trade and
 influence.

Deponent is of the opinion and
 belief that Sherman Noble & Co
 business was injured to a large
 extent by the aforesaid transac-
 tions.

Herbert G Lee

7 Sworn to before me
 this 9 day of June 1887

Calvin S. Bates

Notary Public.

Subscribed and sworn to in my office.

The People's

CD

Norace Sherman

Admiral of
Warrent & Lee

BBreadwell

dept atty
24 Park Place

N.Y.

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Feb. 1

The People.

vs.

Horace N. Sherman

Burglary

State of New York.

Sullivan County

ss

Horace N. Sherman being duly sworn, says that he is the defendant herein. That defendant was arrested on the 10th day of February 1885 on a charge of burglary made by William G. Hitchcock before Patrick G. Duffy, Police Justice of the City and County of New York for the same cause as alleged in the indictment herein and after an examination therein before said Justice defendant was discharged by said Justice on the 13th day of April 1885.

Defendant thereupon brought his action against said Hitchcock in the Court of Common Pleas for said City and County of New York for \$50,000 damages for malicious prosecution &c and the Summons and Complaint was served on said Hitchcock on the 27th day of April 1885. paid Hitchcock answered on or about the 5th day of June 1885 and thereafter

procured the indictment herein against
 deponent for the same cause as that upon
 which deponent had previously been
 discharged upon by Justice Sully which
 indictment bears date of filing July 9th 1885
 Deponent alleges that the answer referred
 to in said indictment as false and
 untrue is true and that the special a-
 greement to pay for said indebtedness at
 the rate of \$100 per week referred to therein
 was based on the proposition of the
 said Hitchcock & Potter to deponents
 firm by their letter bearing date of
 May 13th 1884 in words & figures as
 follows

Established 1818.

Hitchcock & Potter.

Importers

of
 Brandy.

453 & 455 Broome St.

New York May 13th 1884.

Messrs. Sherman, Roberts & Co.

Dear Sirs

We think the time has
 arrived when we should receive weekly
 payments on account. It is nearly fifteen
 months since you made your first payment

Chase of us. Now that business has im-
proved with you: We do think you should
pay us. say \$100⁰⁰ per week on acct

Yours Truly
Hitchcock & Potter "

Deponent further says that the allegations
in said answer that the defendants
has lost custom through the gross
negligence of the said firm of Hitch-
cock & Potter in delivering to his firm
a certain quality of inferior crape
merchandise &c are true and not
6 false and untrue as charged in
said indictment and deponent her-
in refers to the affidavits of Herbert B.
Lee hereto annexed dated June 9th 1887
at folios 34.56 & 7 in confirmation of
the truth thereof all of which are true
to deponents own knowledge
That deponent called upon Miss Annie
Mackey at her residence N^o 247 W 30th St
in the City of New York in June of the
present year and she told deponent
that she recollected the circumstances
thereof and that they were as
7 given by Mr Lee's affidavit and
that she would go to court if subpoenaed

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The People
vs.

Abrae. H. Sherman

Applicant of Horae H. Sherman

W. B. Breachwell
Left at
24 Park Place
N. Y.

0296

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Horace W. Sherman

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

Horace W. Sherman of the crime of Perjury,
committed as follows:

Wherefore, to wit: on the seventh day
of June, in the year of our Lord one thousand
eight hundred and eighty four, at
the City and County of New York, against
an action to recover the price of goods sold
and delivered, wherein one William F.
Wickham was plaintiff and the said
Horace W. Sherman and one Thomas W. [?]
were defendants was commenced in the Court
of Common Pleas for the City and County
of New York, by the service of a summons
and complaint upon the said defendants
in the said action, which said complaint
among other things, stated and set forth
in substance and to the effect following:
That to wit: That at divers times
between the 22nd day of January and
the 13th day of December 1883, the said
[?] and [?] under the firm name of Wickham and [?]
plaintiff in the said action, sold and
delivered to the said defendants, merchandise
to the value of and at the agreed price

of three thousand one hundred and eighty
one dollars and eighty six cents; and that
the sum of four hundred and nineteen
dollars and eighty three cents had been
paid on account thereof and no more,

And the said Horace W. Sherman,
afterwards, to wit: on the nineteenth day
of July, in the year of our Lord one
thousand eight hundred and eighty four,
at the City and County aforesaid, did
personally appear before me William
H. Miller Esquire, then and there being
a Notary Public in and for the said City
and County, and did then and there
produce and exhibit to the said William
H. Miller Esquire, a Notary Public as aforesaid,
the answer in writing of the said
Horace W. Sherman and Thomas W. Wade
to the said complaint, which said answer
in writing stated and set forth, among
other things, in substance and to the
effect following, that is to say: That
the said defendants in the said action
purchased from the said John D. Smith
and others a certain quantity of
merchandise which they agreed
was to be paid for at the rate of one
hundred dollars each, and that the
said defendants had duly performed their

part of said special agreement until the said action was commenced against them by the said plaintiff; and that through the gross negligence of the said firm of Whitehead and Carter delivering to them a certain quantity of inferior crane merchandise, and which was not the kind required by them in their trade, and was not the material ordered or wanted by them, they the said defendants had lost custom, and their trade in such merchandise had been ruined, and on information and belief that the estimated loss and damage caused to the said defendants thereby amounted to the sum of three thousand dollars.

And the said Horace W. Sherman, did then and there further produce and exhibit to the said William H. Miller, Esquire, Notary Public as aforesaid, a certain affidavit of verification in writing of the said answer of the said Horace W.

Sherman and Thomas W. Ide, to the said Horace W. Sherman, and advised by the said Horace W. Sherman, that the same being duly signed and attested by the said Horace W. Sherman, and containing certain objections and statements concerning the matters as aforesaid stated and set forth in the said answer. And thereupon the said Horace W. Sherman was then and there in due form of law sworn, and did take

This complaint was filed and before the said
 William St. Roger Esquire, Judge of the
 as aforesaid, touching and concerning the
 truth of the matters contained in the
 said affidavit of verification, he, the said
 William St. Roger Esquire, Judge of the
 as aforesaid, then and there having full
 and complete power and authority to
 administer an oath to the said George
 W. Sherman in that behalf. And the
 said George W. Sherman, being sworn
 as aforesaid, and being then and there
 required to declare and depose the truth
 upon his oath aforesaid, before the said
 William St. Roger Esquire, Judge of the
 as aforesaid, in and to his said affidavit
 of verification, and touching and con-
 cerning the truth of the matters therein
 contained, then and there solemnly
 swearing, affirming and faithfully
 saying, that he does and now, among
 other things, in substance and to the
 effect following, that is to say: That
 he (himself the said George W. Sherman)
 having read the foregoing
 answer (the said answer in writing of
 the said George W. Sherman and Thomas
 Stoddard to the said complaint of the said
 plaintiffs in the said action, the meaning

and that the same (thereby meaning the said answer) is true & his (thereby meaning the said George W. Sherman) own knowledge except as to the matters therein (in the said answer thereby meaning) stated to be alleged on information and belief, and as to those matters he (thereby the said George W. Sherman, thereby meaning) believed it (thereby meaning the said answer) to be true.

Whereas in truth and in fact the said answer in relation to the said George W. Sherman and Thomas Noble to the said complaint of the said plaintiffs in the said action was not true & the said George W. Sherman's own knowledge except as to the matters therein stated to be alleged on information and belief, and as to the said George W. Sherman then and there well knew. And whereas in truth and in fact as to the matters so as aforesaid in the said answer ~~stated~~ stated to be alleged on information and belief, the said George W. Sherman did not believe the said answer to be true, as the said George W. Sherman, then and there well knew. And whereas in truth and in fact the said defendants in the said action did

not purchase from the said firm of
 Pittshead and Potter a certain quantity
 of merchandize which by special agreement
 was to be paid for at the rate of one
 hundred dollars weight, and the said
 defendants had not duly performed
 their part of said special agreement until
 the said action was commenced against
 them by the said plaintiffs, and whereas
 in truth and in fact the said defendants
 in the said action had not lost any
 amount of the agree merchandise of the said
 firm of Pittshead and Potter delivering
 to them a certain quantity of inferior
 grade merchandize and which was not the
 kind required by them in their trade, and
 was not the material ordered or wanted by
 them, and the fact of the said defendants
 in said merchandize had not been proved
 thereby, as the said Charles W.
 Sherman then and there well knew of
 his own knowledge, and whereas in
 truth and in fact the said Charles W.
 Sherman did not believe that the
 estimated loss and damages caused to
 the said defendants by reason of the
 delivery to them by the said firm of Pitts-
 head and Potter of the said quantity of
 merchandize of the said inferior grade

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alleged, amounted to the sum of three thousand dollars. And whereas in truth and in fact all the matters aforesaid so are aforesaid by the said Storace W. Sherman then and there sworn to, deposed and said, were then and there in all things utterly false and untrue as he the said Storace W. Sherman, then and there well knew.

And as the Grand Jury aforesaid do say that the said Storace W. Sherman in manner and form aforesaid, feloniously, wilfully, knowingly, falsely and corruptly did commit, wilful and corrupt perjury, against the form of the Statute in such case made and provided and against the peace of the People of the State of New York, and their dignity.

Randolph B. Martin,

District Attorney

W. H. H. H.