

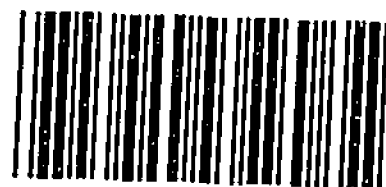
0037

BOX:
157

FOLDER:
1615

DESCRIPTION:
Stadler, William W.

DATE:
11/26/84



1615

Witnesses:

William R. Fletcher

William Marr

William Long

John Slavin

Edward Martin Jr.

James H. Fitzgerald

Charles Weber

Charles Burnett.

Counsel,

Filed 26 day of

1884

Pleads

Not Guilty (28)

THE PEOPLE

vs.

P

William W. Stadler

[Seases]

PETER B. OLNEY,

~~JOHN MCKEON~~

District Attorney

A True Bill.

W. M. MacCloskey

Ordered to A. G. Board of Foreman.

Byer and Treasurer for

Time. Dec 16/84

Admitted back to Court of

General. Success for trial.

Dec 15. 1884

Ordered to N. Y. Court of Over

and Termined for trial Jan 26. 1885

0039

Memo

Mr. P. J. L.
has been

book of the Chatillon - by the date
of carrying over (on Orr).

to ~~bring down~~ (see Bunnell 19)
paper in Bunnell
dating receipt " " 22

do Warehouse receipt in March 44,

Could not get signature on original bill
of sale of office to J. Shanley
Compare with other writing of J. Shanley.

with J. Shanley Whom is original bill sale

4. Letter made to Green & back of 0.

Shanley call Hyman?

Plan of J. & E. Freeman

Any discrepancy between Webb &
Hoffman as to John Ford's case in
pg 101, 102.

Handwritten note at bottom of page, partially obscured by a vertical crease.

0040

Baumann, Notary

Notary says the paper signed the name
D. Hoffmann in presence
fr 186. ~~The paper is not the same, a carbon?~~

~~Hoffmann~~ not known by Notary; indicated by
Appu.

~~What was intended to be performed
Salange 1/2; but see
some entries pp 126. 129.
130.~~

Notary's defn -
Falkenheimm, 133 (def. int.)

A Sunday 17. Aug 1891 in Stad's room at

1260 about 10 minutes; he was

working at bolts & chain - probably

only of the bolts & chain was finished

had this room early with him being

in there - barber

0841

Ans

"

Stadler }

Needles, glass 64 Palladium 7-12-20
Saw def at stone July; bright 2 bars
broken glass; broken & Chertillon 92 bliff.

Marr - glass packed with needles -
dent recognize deft - packed for a time
July 2 bars & broken glass

0042

2

Jack Orr. Carrying for his things - Ing
About 18 Ing took 2 boxes on a plane
for his store to 93 Cliff;

delivered it in a secure way
not muddled with from during the time

Has book of date of delivery in box & store

Chatillon, 93 Cliff

about 20 Ing.
Kearns Shadler, saw 2 boxes broken plane
in a secure way 18 Ing

Conversation with Cliff afterwards; explained
I had no other place to send them & named send
for them afterwards; did not explain
contents.

I showed them & they called to ^{broken} leave
Car

not intimate; only time of his sending things
told him I did not know if he did not send for
them.

0043

2

John W Hunter Scale taken with H. Chittenden

Remember parents put us down as well; Dad

definitely someone come along ^{stuffing} ~~that~~ paper around
of barrels.

Labels contents - broken glass

X actual thickness of bundle taken off

Burnett, ~~does drive~~ Express wagon.

Order book kept in office Beaver Express.

paper in Brumell's writing of later 26th

157260 2 dth.

Eutycha borra & "Calli" (20)

Went to 36 lift, put bbls on wayen & took
to office & 120 & 20 don.

Then saw a man (dressed like him)

has a delivery receipt (22)

What the poem "rejoiced" Chastillon "

Slatten paid for the carriage.

0044

4

Schumacher:

See Kauf. & B. F. Leo. & known deft
14 years; known handwriting;
identifies book containing "Call" (24)
But identify "Chetillon".

Slavin; box maker; employed by Figured
126 Crosby -

Said deft 18 Aug 5 packing boxes -
large four piece. size 103 x 117
inches. contents measure inches;
at deft report filled box with specimens
- he sent a box of it -

At his direction sent the boxes to Schumacher
& Stinger, Blackville, by one
Carmen, Irvine.

Boxes about 47 x 29 - 31 x 20

X boxes mailed up

Have seen the same boxes in 7260. 20 Jan.

0045

5

W. G. G. - Truckman & Flyer -
Took the 5 boxes to S. & E. 3rd Black
not opened while in my custody;
both to left of side & they took me to
delivered to Black at side;
put them in a sack
they put them in a sack.

W. G. G. Shipping clerk for S. & E.
remembers five cases; receiving clerk
received them & I helped him load with
them to my department and they stayed
there over night.
In the morning when the boxes were off
I drove some nails in them - or tightened
the nails at Hodges request
Boxes were not opened while there -
" " taken away about 9 o'clock A.M.

0846

6

Mon 2

assisted with them to the redoubt

One truckman took them away (Charles)

X No address in the boxes.

Cale Hoffman now page 13. 6 1/2

"Charles" Zett, truckman for S. & S. Rynders

Stat, public truckman,

took 5 boxes for S. & S. by direction

of my boss, Port, got a card from him -

I gave him card to Capt. Martin

to get a receipt what I gave to Port

Saw Hoff at the time who said

take them up & get receipt for them

I delivered the boxes.

X Gave a redoubt who I took them -

I took them to Martin & then along 168

N. 32 7/8

0047

~~13~~ 6 1/2
Evening after Mr. G. G.

Hoffman Clerk in S & S, a
Receiving clerk; charged packing
packages to basement.

Reed 5 cars of deft 18 or 19 July
deft said he expected the boxes
to put them in basement wh. I did.

I told J. they were left - that was
my day; said he would pack them
and send them to a store here.

- I think he mentioned clothing.
Not then when boxes were out.

Left store that night about 6 o'clock
Boxes were at 5 & 6 o'clock.

When I left warehouse man in charge.

X Deft said nothing about "Effectors"
" had no clothing, a plan, etc.
Said nothing about other packages, etc.

2 entrances to cellar, but we used
used the one when elevator came down
on Bluebird side.

Cars came in that side.

0040

7

John W. Pat. Buchanan

Rec'd instructions abt Aug 18 last to
send man to S. I. to get same
cars taken to the same place.

Sent Zett, who brought back a
receipt for Martins & what receipt
was given to him.

Edm. Martin, abt 40 yrs old, of Martins & sons;
attends at warehouse; remembers
Stops Martin ~~and~~ in name
of S. Oppen

Warehouse receipt (44) issued by
M. S. identified by the witness

partially identified left as being
taken in August.

Accused man met him - Martin
Sharon & Barker, big beard, left
said he it was the Oppen.

Said Oppen wanted to know the

0849

8

boxes & S. S. wife

on back
written were the names, as they requested,
all but signature, which the man
(Officer) signed

clerk would blot the boxes away, but I said not
until transfer from ship & didn't
see him afterwards.

Examination

1. Examination of woman's receipt
received by him & accompanied by me
was made & I made receipt for
that & gave to woman, May 11.

(Storage receipt (pg 48 & 49) has in it names
of Officer & man transfer to Mrs. Hadler
her transfer to Mr. Hadler & another
receipt for goods

Goods received for 19 May 11.

Had seen ship before the storage - he
arrived about the time I took man
2 Officer

0850

9.

didn't state contents

Sam left 11 Aug: he wrote the receipt;
wrote goods delivered somewhere in
2000.

Harrods goods made of 1000
in 1000.

Cases not opened while in store.

Chas Frank questioned for Martin's.

Left 5 cases for 1100 & 1200 25

Arrived at Martin's destination

Not opened while with me

Delivered cases on 1200

Identified left as per delivered
to at 1200.

0851

10

page 72 Jacob Miller bookkeeper with L & S

About 11 Aug. Dept asked me to recall at
paper.

Again about Aug 15, he said he wanted me
to make a bill of sale, to write an inventory
into a bill of sale. (Get whole conversation)

He furnished me with inventory & had pencil (describe
it) furnished me blank bill of sale.

Just the day or next was here, &
Dept wanted it then - my vacation began
Aug 21.

"Aug 7" in body is very writing.
Whole thing names & all copied
from the paper handed me by Dept.

I gave it to Dept next day,

and he referred to realty's stock.

0853

1/2

Rafferty 2

place was flooded

Saw no bucky hair.

Didn't hear a palolua. Then
because there was ~~nothing~~ no good
to perfect = nothing but broken
glass.

near
Calculus
man.

John Hegnias: janitor of building.
fri at 11:30 a 12.

was walked up by blaze, smoke &
cry of fire.

And to put it at a malozni
Alam -

0054

13 Rebutte

Edward Dick Walchman,
Jr. S.S.

gone day at 5.30 & stay till 7 AM.
remain all night & stay till the
other come.

I was not about all day
locked up all night.

Archie by 11 in the night.

Heather, even not the abnormal
any night.

And it is done on that morning
it.

Archie came after hours & left
by 1.

0055

TORN PAGE

14

Born Walter muoyeri

0056

Witnesses case of People vs
Wm W Stadler.

x Wm Fridlinger	x Wm R Pitcher
x Chas Weber	x Jas H. Fitzgerald
x Wm Marr	x Jas G. Pitt
x Mrs P. Lehatillon	x Jas. G. Pitt
x Mrs W. Hunter	x Chas. G. Pitt
x Mrs Clavin	x Mrs. G. Pitt
x Saul Chumacher	x Chas. G. Pitt
x Mrs W. Post	x Chas. G. Pitt
x Ed Martin	x Chas. G. Pitt
x Ed Martin Jr	x Chas. G. Pitt
x Jacob Miller	x Chas. G. Pitt
x Mary Gaffney	
x Mrs St. Stigman	
x Mrs Rafferty	
x Jas. A. Hoffman	
x Ed Waldeck	
x Wm Brown	
x Mrs J. H. Stigman	
x Mrs Stigman	
x H. M. Burt	
x H. F. Perley	
x Chas W. Relyea	
x Luke Gleason	
x Michael Martin	
x R. Thornd	

0857

State of New York
City and County of New York ss
William R. Pitcher of
the City of Brooklyn, County of
~~Queens~~ ^{Kings}, and State of New York,
being duly sworn, deposes and
says that he is an Insurance
Adjuster in the employ of the
Royal Insurance Company of
Liverpool, a foreign insurance
company duly authorized to
transact business within this
State and having a place of
business in the City of New York.

Deponent further says that
William M. Stadler, who lately
resided at No 1260 Second Avenue
in the City of New York; and who
now resides, as deponent is
informed and believes, at 230
West 126th Street in said City, has
recently caused to be presented

0058

2

to the said Royal Insurance Company at its agency in the City of New York, a false and fraudulent claim for \$5000 in favor of one Henriette Shadler, the wife of the said William M. Shadler, for the payment of an alleged loss upon a contract of insurance; And, this deponent, upon information and belief alleges and charges that the said claim and the proof so presented in support thereof were and are false and fraudulent and known to the said William M. Shadler so to be at the time of the presentation thereof, and that deponent's knowledge and information of the facts upon which this charge is made has been acquired in the course of an investigation made by him as such Adjuter, with the aid of detectives, which investigation has resulted in the acquiring of the information following, that is to say:

0859

On July 18. 1884 William W. Stadler went to James H. Fitzgerald 127 Crosby Street, a dealer in second hand packing boxes, saw John Slewin, foreman, and purchased of him five second hand packing boxes. Told Slewin he would like to have them filled with "Excelsior" and asked him if he would fill them if he bought the stuff and sent it there. Slewin assented saying that he would charge him for his trouble 50 cents. On the same day a bale of excelsior was received at Fitzgerald's place from which Slewin filled the five packing boxes and nailed them up according to Stadler's directions. The cases so filled were taken by William Irvine one of Fitzgerald's cartmen to the place of business of Schumacher & Etinger 32 to 36 Bunker Street by Stadler's directions. This was in the afternoon just before closing. There

0860

Cases were placed in the basement and there kept over night under the supervision of Charles Weber, porter, who, at Stadler's request, drove up the nails and added new nails to make the boxes more secure. On the following morning July 19 these five cases were taken from Schumacher & Ettinger's place to Martin & Sons Storage Warehouse 168 West 32nd Street by Charles Zutt, truckman for Bagardus & Post, public truckmen of Crosby Street.

Pursuant to directions given to Mr. Post by Stadler, Zutt got receipts in some form for the five cases from the warehouse and delivered them to Mr. Post, who delivered them to Stadler on payment of the carriage. These five cases were stored with Martin & Sons in the name of S. Oppen and warehouse receipts in that name made out and delivered to Stadler -

When Zutt was loading the cases at Schumacher & Stingers on 19th July, Stadler gave him a card with a name on it and Martin & Son's address.

The name on the card Zutt does not remember.

About Aug. 7 Stadler called at Martin & Son's warehouse with the warehouse receipts for the five cases endorsed in the name of Oppenheimer & Stadler (his wife). Somebody purporting to be Oppenheimer accompanied him. Stadler sought to obtain the delivery to him, on these receipts so endorsed of the five cases.

The warehouse people declined without the signature of Mrs. Stadler. On August 11 the signature of Mrs. Stadler having been produced the five cases were sent by Stadler's directions to the buildings known as Schumacher's on 2nd Avenue commencing at the corner of 66th Street.

0062

and known as 1260 to 1266
Second Avenue by Martin
& Sons truckman Charles
and then received by Stadler.
These five cases were subse-
quently placed in a storage
room in the basement of
No 1264 which had been hired
by Stadler.

On or about July 17 1884 a person
supposed to be Stadler purchased
of Neidlinger Brothers 27 Beck
man Street two barrels or
casks of broken glass which
he stated were intended for
experiments. The two barrels
or casks containing the glass
were delivered on the 18th
pursuant to Stadler's direc-
tion on the sidewalk in
front of the place of busi-
ness of John Chatillon & Sons
No 93 Cliff Street by Neid-
linger cartman.

On the same day July 18
some one, supposed to be
Stadler, called at the office
of Beam's Express 117 John

0063

Street and made on the book in the office the following memorandum:

"Call before 4³⁰ at 93 Cliff Street for two barrels of glass ware. Take to 1260 2nd Avenue corner 66th Street. Will find names on side, look at 93 Cliff."

Pursuant to this direction the express wagon, Charles Burnett, driver, went to 93 Cliff St. found the two barrels upon the side walk, took them and carried them to 1260, 2^d Avenue as directed. He there found Mr. Stadler, or a person answering his description by whose instructions the barrels were taken through the rear area to the basement of the building No 1264 where they were left in Stadler's charge. The expressman's way bill contains the receipt for these two barrels signed "Chatillon" in Stadler's handwriting.

By letter dated Aug 14. 1884 addressed to John Green Esq Agent of the Royal Ins^{ce} Co, Corner 23rd Street and 3rd Avenue. Stadler applied for insurance for \$18,000 on property alleged to consist of human hair, essential oils, Pomades and sundry

0064

little articles of that kind in the name of Henriette F. Stadler, his wife, alleged to be contained in a private store room in No. 1264, 2nd Avenue. In the letter Stadler says:

"Now if agreeable I should like the property as above named insured at once in the name of Mrs. Henriette F. Stadler (same name as the furniture policy in your Company) for \$18,000.

There is no hurry for the policies. Next week would do as the amount may be changed to more or less. I intend to see Mrs. S and my family in Saratoga in a few days and will then fix matters up with Mrs. S., but in the mean while please send me a binding paper for the said amount in English Companies in order that I can have something to show Mrs. S. that I have attended to her business and please make the per centum as low as possible."

On the 15th of August a so-called "binding receipt" was issued in favor of Henriette F. Stadler on merchandise - hazardous and extra hazardous on storage in the brick building occupied in part as dwellings situate No. 1264 Second Avenue.

0065

New York City. Subscribed by the following Companies in the amounts set after their names respectively, that is to say:
Royal - \$5000; Phoenix London \$5.000.
Lancashire \$8.000.

On the morning of August 18th 1884 Stadler was busy in this Storage Room during the greater part of the morning up to about 12³⁰ p.m. On the evening of Aug² 18th about 11.30 a fire was discovered in this private store room at 1264 2nd Avenue. The fire was promptly extinguished; the damage to the room was very slight. In the room were found the five packing cases purchased of Fitzhald, a quantity of Excelsior scattered about the floor discolored by smoke & water and scorched; also cinders representing a small amount of ^{burned} Excelsior, and a quantity of broken glass; also a package of hair wrapped up in oiled cloth; also 3 large bottles unbroken containing some liquid.

An examination of the broken glass identifies portions of it as having come from Heidlinger Bros. This was identified by William Marr the porter of Heidlinger Bros. No order of essential

0066

oils of any description or chemicals of any description were discovered about the premises.

About 1st Sept^r papers purporting to be proofs of loss were presented to the Royal Ins Co. in the name of Henriette J. Stadler dated 25th Aug^r. These proofs were presented by Wm Walton public adjuster and contained a schedule of property claimed to have been burned in the fire above mentioned, and to have been of the value of \$18301.49. Upon which a claim agt the Royal Ins Co to the amount of \$5000 is made under the binding receipt. The material for the preparation of these proofs of loss by Walton was furnished by William Stadler, and the description of the property is taken from a paper purporting to be a bill of sale executed by one Stephen Oppen in favor of Henriette J. Stadler under date of Aug^t 7. 1884, which paper was delivered to Walton by Wm Stadler. The bill of sale in its body describes the property as "a lot of human hair, essential oils, pomades, and all the goods wares & merchandise hereinafter set forth in the annexed -

0867

Schedule which forms part of this agreement and contained in E. Martin & Sons Storage Warehouse, 168 West 32^d Street in the City of New York."

The Schedule referred to, attached to the bill of sale is substantially a copy of the Schedule attached to the paper of loss. This bill of sale purports to have been acknowledged on the 7th of August 1884 by Stephen Oppen before Otto Baumann Notary Public, whose place of business is at the Union Dime Savings Bank 32^d Street and Broadway.

0068

And this deponent further says that from the investigation so made and the information so acquired as aforesaid, he believes and charges that the five cases which it is pretended and alleged contained essential oils, pomades and human hair, in point of fact contained nothing but excelsior or packing material and that the broken glass found after the said fire in the said store room and which it is pretended and alleged is the debris of the bottles or vessels containing essential oils &c is merely part of the broken glass purchased as such of Heidlinger Brothers hereinbefore mentioned, and that the said broken glass and cases, containing excelsior merely, were purchased and placed in the said store-room by and under the direction of the said William N. Stadler for the express purpose of obtaining

insurance thereupon as valuable merchandise and therefore making a fraudulent claim against the insurers upon such contract of insurance.

Deponent further says that the said William W. Hadden, at the same time when the said false and fraudulent claim was presented to the Royal Insurance Company as before stated, caused to be presented to the Phoenix Assurance Company of London, and the Lancashire Insurance Company of England, both of said institutions being foreign insurance companies authorized to transact business in this State and having an agency in the City of New York at their respective agencies in the City of New York, like false and fraudulent claims against said companies respectively. The claim so made against the Lancashire Company being for \$8000 and that against the Phoenix Company for \$5000, the

0870

said claims being for
pretended loss alleged
to have been sustained
under contracts of insurance
made with said companies
respectively by reason of the
same fire on which the
claim against the Royal
Insurance Company was
based and that in the
investigations made by the
deponent as to the origin of
said fire and the circum-
stances attending said
pretended loss he has acted
as the representative of the
said three companies together.

Now before me this

7th of September 1887

J. A. Ritchie

Andy J. Smith

Price Justice

W. 66
Mr. H. H. Baker

Mr. Beams 117 John St.
Chas. Bennett " " "
John Green co. 23 St. & 3 Ave.

Mr. H. H. Baker
John

Witnesses:-

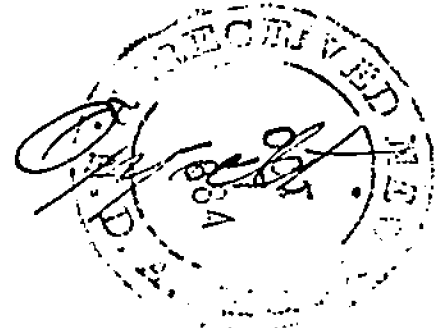
Wm. A. Pitcher
John Green, 23 St. & 3 Ave.
James H. Fitzgerald
John Levin " 127 Crosby St.
Wm. Brines " " "
Chas. Weller 32-36 Beekman St.
E. Mattin " 168 W. 32 St.
" " " " "
Chas. Gust " " "
Neddingen Bros. 27 Beekman St.
Wm. Chase " " "
Sept 11 - 1866

0071

0072

8/

Statement of Stephen A.



I was born at New York City 1845.
 I went to Ontonagon Mich when nine years
 old; I was an orphan and an inmate of
 the New York Asylum. A Catholic priest
 took me with him and brought me
 up. When sixteen years old the priest
 died and I went to Paris Canada
 and entered as apprentice into a
 pottery of M^r Marlatt. I was at
 his factory for about six years and
 then went to Toronto Canada. Here
 I continued in the same business with
 a firm Elberhardt for two or three
 years; then I returned to Paris Cana-
 da reentered the former employ-
 ment and remained about four
 years; after that I went to Detroit
 Mich. Here I engaged as porter
 with Kingsley & Root at the
 Garrison Hotel. I remained at
 this hotel about five years and
 was also employed there in the
 positions of night-clerk and steward.
 I then went to Carsonville Mich
 with Carson and took charge of
 his hotel. I was there about one
 year and then I came to New-

0073

ark N.J. Here I was Conductor on
the Bellvue Line (horse cars) for about
one year and in 1875 I came to New-
York City. Here I found employe-
ment with Galway and Puckhaman
on Sixth Ave & 28th str as Cellar-
man. I remained there about 3 years
and then entered Joseph W. Galways
Special store at 42nd str & Vander-
bilt av. in the same capacity and
am employed there to date.
I have one brother John Oynett who
resides at Oaktree near Plainfield
N.J. - John has a milk business. -

I am married, have one child 3 years
old and I reside with my wife at
2332 Fourth Ave. N.Y. City.
I lived 1875 in 449 W. 42nd str with
Henry Strover. I boarded with the
family. I lived with Strover until
I married in August 1878 and
continued to live at Strover's home until
1881 with my wife. Then I moved to
300 E. 106th str S.E. Cor 2nd Ave.
until 1882 when I moved to 2332
Fourth Ave. I have never been in
conflict with the law I have never
been charged with any unfaithfulness
I have never been arrested and

have never been accused for doing wrong.

I first made the acquaintance of W. W. Stadler in 1878. My wife was acquainted with Mrs. Stadler and I was introduced to Stadler at his residence at 119th str Ave A. - Stadler was then in the insurance business; later when I moved to 106th str and Mrs. Stadler from time to time came to see my wife. Stadler & myself never came together. In 1880 Stadler had a fire and I believe I lived already at 106th str. Mrs. Stadler came to see my wife and bid my wife Good bye, saying she was going West with Stadler, but I persuaded Stadler to live at the Devonshire Hotel. He came over to the store and asked to be by me introduced to some tea-merchant or to get from me the address of tea merchants who supplied Galway. - I referred Stadler to our foreman David Lewis from whom Stadler received the information. I asked Stadler what he wanted the

0875

address for and he replied: He was going to the West to open there a tea store.

In 1882 both Stadler and his wife came back to New York and called at my home at 106th str. They stopped at my house one day and a night over Sunday, and when they left my home I received no further communication until by note to my wife from Mr. Stadler who said they had taken rooms at 1260 Second ave.

I asked Stadler how did he make out in the tea business. He said words to the effect that he could not make it go and that he sold out. I do not know where Stadler has been but thought that Stadler had been at Grand Rapids.

Julius Werner a brother of Mr. Stadler was in 1880 a barber at Barclay str. Annie Werner his daughter, now Mrs. Williams at Elizabeth N. J. used to live with Stadler at 109th str. Her

father had remarried and had gone
 to Grand Rapids. married again
 and about 2 years ago went to
 Grand Rapids. - I heard that Parker
 and wife run a hotel for some
 body but whom I do not know
 and that I believe was the time
 when they called at my house.
 Mrs. Stadler has not had any
 business of her own as far as I
 know. My wife visited Stadler's wife
 at Second Ave. I met Stadler
 again the first time at the house
 of W. H. Fischhofer 1302 Second
 Ave sometime in July. I called in
 the evening at about 8 o'clock to
 see Fischhofer and unexpectedly
 found Stadler. Fischhofer with
 was talking about labels to
 Stadler for about one hour.
 Stadler shook hands with me
 and asked me whether I knew also
 Fischhofer and promised that
 I did know him. Stadler ex-
 plained to me that he became
 acquainted with Fischhofer
 when the latter was book-
 keeper with Levy Brothers
 Cigar manufacturers who were

0077

Customers of Schmaecher & Ellinger.
Fischhofer & Co manufacture
Cigars 178 Pearl St.

Starler Fischhofer & myself had
a few glasses of beer. and afterwards
parted. I met Starler about
two weeks later I had been on a
Saturday afternoon I believe it was
about 5 pm at Fischhofers house
in 2nd ave and going to the 65th
St. Elev. r. r. station I met Starler
on the sidewalk coming down the Elev.
r. r. Station. He carried two
packages. Starler invited me
to have with him a glass beer.
and on that occasion he said his
wife was not home and said he
was going to Saratoga that very
night; he was in a great hurry
and excused himself for going
away so soon. I believe it was
on the 9th of August and he said
he was going to Saratoga on
his vacation.

Truly a week later he came
again to my store 42nd St. I
believe on a Monday at about
11 a. m. Starler had with him a

0878

valise and a duster and said he was going to Saratoga to see his wife. Stadler said he was in a great hurry and had only a few minutes time to catch his train, and handed to me a letter addressed to the janitor of his residence 1262 Second Ave. he said in the letter is the key of my letter box and I should carry the letter that same day to the janitor and ask him if he (the janitor) would not be kind enough to forward Stadler's mail to Saratoga. Saying to me that there were some private letters which he did not care to get into the hands of his (Stadler's) wife. As one of the letters he expected came from some woman or lady. — I accepted the letter but I did not deliver it Monday as agreed. and did.

On Wednesday at lunch hour between 12 & 1 midday I delivered Stadler's letter to the janitors at 1264 Second Ave.

On that same Wednesday I received from Stadler in the forenoon the attached letter

0079

with Post Office Stamp Saratoga
Springs Aug. 19. 5 p.m.
and My Station I - 8-20.

An American
Saratoga Springs N.Y.
Frankham & Burk

Saratoga N.Y.

6-1A

188

Thursday

Friend O'Connell

Excuse my great haste in addressing you a few
lines, but I am over anxious to hear if you delivered
the letter I gave you. I have heard that my brother is
seriously sick and await more news from him, which
may be the cause of my speedy return to New
York. Please answer at once by Western Union
Telegraph yes or no. I will make the expense
good to you on my return to New York. Please
address: W. W. Stader Care of W. D. Murphy, Congress
Springs, Saratoga N.Y. Please telegraph at once.

As I left my store I stopped at
the Tel. office Grand Central Depot
and telegraphed to Stabler.
Yes Delivered letter.

I signed the telegram "Steve".
I then still was in possession of the
letter but immediately started
to deliver it.

I met the janitor at the door
and I said "How asked for the janitor."
He answered he is not in. I am his wife

0000

3

I said Here is a letter from Mr. Foster
You will find in it the key to his
letter box and he desires you to
forward his letters to the address
at Saratogo.

The janitor asked me When did you
see Foster. I replied I did not
see him since Monday but at
the same time showed the letter
which I had received this morning
and said I received it from him
to-day and explained that I
should have delivered the letter
with the key two days ago, but
I was careless and brought it only
to-day for he was anxious to hear
if I had done so and I telephoned
to him You delivered letter.

The janitor who had seen the
letter addressed by Foster
to me asked: Is your name Opper
(I understood Oppelt) and she
said: Do you know all your
goods are burned up. I re-
plied No I don't think my goods
did burn up for I had no goods
here. She answered Your name
is on the card and she took me
down stairs and showed to

0001

me on some cases the name of
Stephen S. Oppen. I said that
is as near my name that there
is no ~~fact~~ ^{fact} from in it. Then I
thought there were big trunks with
lace curtains and silk dresses
and carpets which I knew she
had in the house. I wish you
could find the top of the box
it would be money in my pocket.
as I think Hadler has forged my
name and ~~the~~ this has been done
to defraud me.

I then went up stairs and she
asked me when I would see Hadler
I said I did not know but if
there is anything serious I could
telegraph to him. She replied
Oh wish I would! I answered
Well I will see you again. -

I took second ave car rode to
42nd St and returned to my store
resumed my duties at about 2 pm.
Friday at about lunch time Hadler
called again at the store. As soon
as I saw him I said: You are
a nice fellow for using my
name! He said: In what

0002

respect? I said I'm using my
name in that burnt brick
of yours. He replied: Young
man Don't be too hasty.
This is not your name!
at the same time he showed
to me a tag on which
was written the name of
J. Oppen. He asked Do
you call this your name?
I said No. But it is very
near it and you intended
it for me. Then he said
Well. Don't go near that
house again. Then my bell
did ring Callington to see
business and Stadler at once
made his exit from the store.
~~Friday~~ Monday, evening at about 8 pm
when I arrived at my home.
I informed my wife that
Stadler had been at my store
and gave to me a letter
to carry it to the janitor
and that I had not delivered
the letter but that I had
it do get in my pocket.
My wife said: You had not
ought to have anything to do with him

in the morning

0003

I answered I can not help this
he gave to me the letter to de-
liver and there is no harm in
that.

My wife replied: you have
been warned by Julius Womer
to keep away from Astler
and why didn't you mind it.

I replied the man has never
done harm to me and it is time
enough to keep away from him
when he does harm to me.

Tuesday night nothing was said
Wednesday when I got home
I said to my wife. You are
right after all. He did put
me into a nice scrape
She said How? and I ex-
plained and related all that
which had occurred and how
Astler had used my name
on a lot of burnt trash
in the basement. My wife said
I thought he would get you mixed
up in some scrape or another.
I said: Well morning if I get
locked up you will come
to see me. She replied No

She could not come to see any one who gets mixed up in a serious life that. - Nothing more was said then.

My wife some time later shared to me the account of Stedler's arrest. She felt very bad about the affair and thought it very bad that my name was in the paper. I said that the name in the paper was not my name and she replied: Nevermind it was intended for you. In the remarks she remarked. I wish they would lock him up for twenty years; I replied I guess that's just what he will get.

Sunday 28th September at about 3pm I called on Mrs. Stedler at W. 235. 126th str. to inquire when Stedler would be tried. She replied she did not know; the examination had not been finished. I remarked to Mrs. Stedler. This is a nice thing to get me into it. She answered you need not be afraid he would not do any such thing as that, as bad as he is. I replied I

hope not. - Mrs. Stabler wanted to
 know if I had seen where the fire was
 I answered yes. Then what in the
 world did he ever have to put in
 the big cases. She replied she did
 not know because she had not
 even seen the cases. I said My
 God It is awful for a man
 to try and do such things as
 that. Mrs. Stabler answered
 The man must be crazy which
 I think he was half the time.
 She also said that all the money
 she made whilst at Ocratoega
 & hard earned money & One hundred
 Dollars was given to the lawyer
 to defend Stadler and that she
 did not know now where the
 next month's rent was coming
 from. She also said that it
 was too bad to have a man
 like Stadler in prison and
 words to the effect she would
 prefer to see him brought
 home dead.

Then a man came into Mrs.
 Stablers room and she was in-
 troduced by Mr. J. to be

Mrs
 Stabler

0006

A brother of Wm W. Stabler.
 This brother mentioned that he was
 employed at Hunters Point at a
 hotel. I remarked going to the kitchen
 to leave Mr. Stabler a brother-in-
 law alone this is a bad case
 and Stabler answered yes. The
 s... o... a... b... ought to be dead.
 Mrs. Stabler began to cry
 and I said Good bye and left.
 On Sunday the 3rd October I
 again called on Mrs. Stabler
 and asked if she had seen Stabler
 She said she went to see him to
 bring him some soup. I asked if
 anybody was allowed to go
 and see him She replied
 No It is as much as can be
 done that I am allowed to
 see her. I wanted to know
 when the trial would be
 there for I wanted to be there
 but she could not give me
 any information. -
 Questioned by J. J.
 Have you ever given to Stabler
 your name in writing?
 yes
 I went to see in the month of

0007

June 1884 Fischhofer on Second Ave. He was not at home. I thought it a good opportunity to call on Mr. Stadler; it was on a Sunday; Both Stadler & wife were at their house. I was asked to remain to dinner between 12 and 1 pm. I remained with them from one to two hours all together. Whilst there Stadler proposed to have ~~the~~ his son print me some cards; he had an amateur printing press. I wrote my name on a piece of card and handed it to Stadler's boy. - ~~The boy printed for me one dozen~~ Cards with the name Stephen A. Oppelt -

I have never written to Stadler. I have had no transaction with Stadler besides those recorded herein.

I have never known any man by the name of Oppert.

What acquaintances have you and who are also known to Stadler Fischhofer -

I voluntarily gave the above statement this fifteenth October 1884.

Stephen A. Oppelt

Stephen A. Oppelt

0000

Witnesses in Staal case - for
the People

William Verdinger ✓
Charles Weber ✓
William Marr ✓
James E. Orr ✓
John P. Chatillon 92 ✓
John W. Hunter ✓
Charles Burnett ✓
John Slavin ✓
Samuel Schumacher ✓
William Irvine ✓
Charles Zutt ✓
John W. Post ✓
Edward Martin ✓
Edward Martin Jr ✓
Charles Franklin ✓
Abram B. Isaacs ✓
William H. Walton ✓
Arthur Walton ✓
Jacob Miller
Mary Gaffney
John H. Heyman
John Rafferty
James A. Hoffman
Edward Waldeck
William Brown

James A. Hoffman

0009

Mrs J. H. Higman

" H. M. Burt

H. M. Burt

Capt. H. P. Peleg - Engine No 39 - { 67th near
Lex Ave

Thomas W. Relyea. " " { 4-343 E 69th

Foreman Luke Gleason. Truck No 13 - { 87th near Lex.

Michael Martin. " " { home
165-2 2nd Ave

Battledford 1264 2nd Ave

0090

Leaf 7

Milwaukee

Leaf 3

0091

J.H.
Mrs. Higman 1264 Acorn Av.

Mrs. H. W. Burt - - -

H. M. Burt - - -

Capt. H. F. Parley Engine No. 39 - 67th St
Wm Lexington Av.

Thomas W. Kelyea Engine 39 -
343 East 69th St

Freeman Luke Gleason - Truck No. 13
87th St n. Lexington Av.

Michael V. Martin Truck No. 13
Wm 1653 Decid Av.

0892

Leah Anderson

W W Strader

Case

0093

Opening

Law -

> dept. had obtained insurance for 18000 on goods
discussing them on Aug 15.
Fire Aug 18.

discussing
its character & extent; showing diagrams.

What was discovered of property
after fire -

Letters & telegrams from Stadler for
Sawaloff -

Letter on Wednesday delivered by Oppelt.

Thursday return of Stadler &
proceedings with Brown -

Application to Waller & proceedings
with him

How he went to put up the job.

Necessity of packing boxes & Edelman

" " glass.

" " showing to various
persons evidence of some
property, and if possible
of paper title

0094

Necessity of covering his tracks
as to when he obtained the
various articles --- particularly
glass

Recite the proceedings on his
part.

Open

0095

8/

Statement of Mrs. Offutt

Eight years ago ¹⁸⁷⁶ I lived at Wood-
 bridge, N. J. - I was acquainted
 with Julius ~~Warner~~ ^{Warner}, barber at
 8 Barclay St. N.Y. His daughter
 Annie was an intimate friend
 of mine. ~~She~~ ^{Her} mother was
 boarding with her brother Julius.
 She had then but one child. - She has
 had some trouble with Stadler herself
 or Stadler has trouble with Julius
 and they left - went back to New-
 York. Stadler I think was then in
 an insurance business and he came
 night to Woodbridge.

Julius ~~Warner~~ ^{Warner} gave to Stadler
 a very bad name and said he
 was not good a ^{good} man ^{even} after
 women; the same complaint was
 made by Mrs. Stadler who used
 to go out at night to hunt him
 up. She said that he did not
 bring home his money. She said
 he had trouble with his father
 and if it were not on account of
 the children she would separate
 from him. She told me when living
 at 106 N. St. that her husband had
 forgot his father's name to get

money. Julius ^{Wanner} ~~Wanner~~ also told me the same thing. -

Julius ~~Wanner~~ also told me that Stabler had a fire at 119th str and that he collected an insurance; that this was by defraudation that he Stabler has not possessed the property.

When Julius went to Grand Rapids Mrs Stabler expressed she was glad her brother had gone away she hoped he would never return because he has related that Stabler has caused in his opinion himself the fire. - I have never liked Mr Stabler himself, but sympathize with Mrs Stabler who has expressed the young tro-
op years ago she was glad that Stabler had a position. Stabler and Mrs Stabler called on me two years ago; both wanted to stop a few days with me. I consented. They were 3 days with me boarding, but they did not offer to pay and did not. Mrs Stabler seemed then in trouble; they had been at Rahway N.J. where Julius Wanner the law-

0897

She also told me they had had
 charge of a hotel, where I do
 not know. Mrs. Stiller has been
 expressing she was indebted to me
 and would some day congratulate
 me and she was with me when
 I underwent an operation. -
 My husband has to me never given
 any reason to doubt his word in
 the least, but I have felt troubled
 that ^{because} he was approached by
 Stiller. He related to me
 one evening in August Stiller
 had given to him ^{the day before} a letter to
 carry it to I. or. but he (Stiller)
 had not delivered it. I told him
 I was sorry that he had the letter.
 Next evening he told me that he
 had delivered the letter, and I
 said upon hearing that there
 had been a fire I am sorry that
 you had to go there. He replied
 that he had nothing to do but
 to deliver the letter and he
 had seen his name on the
 box. - I hear later, when the

0098

arrest was published I was very
 uneasy and went to ^{the} station
 to meet my son. When
 he returned home in the eve-
 ning, I asked Papa what do
 you think I read about ^{him} in
 the paper and the name of
 Oppen was in it. I asked is that meant
 for you? He had not read the
 paper and said that cannot
 mean me! At home I made
 him read the account in
 the paper and ^{he} said That was
 a great thing to do! That was
 meant for me, but I know some-
 thing at all about it I am not
 in it only about the letter
 and I am perfectly innocent.
 Do not let it worry you!
 It does not worry me!
 When since I heard anything more
 about it until last night when
 he came home at the usual time.
 He the said. Somebody had been
 at the shore on the Stollers case
 he expected them to call at
 the house to night. They
 He believed they came because

0099

they believed he was the Oppen they were looking for; if he knew that he was the one they might look for him. Could have let them know that long before then. I had no reply to make because you came in to the house a few minutes later.

My husband had his vacation on the 2nd August and did not go back to the store until Monday the 18th August.

I went away Saturday with my child to my husband's brother John Oppen to Plainfield N. J. My husband joined me next Monday at 2 pm with my sister.

We returned to my city Wednesday next 6 pm on Thursday we remained home. Friday we went to Canyon Island. ~~Friday~~ Saturday and Sunday we remained at home and the entire week following. My husband never went away then except one night when he went out with his brother in the evening.

On the 17th Sept I think the children

0900

of Starlin called at my house and
said Mrs Starlin had sent them
to see how I was; also wanted me
to come over and see ~~Alma~~
Alma I said lives so near now
she can come and see me. -
I told my husband of this message
he was out to get shaved and
he said to get the address of
Starlin he would go and see
Mr. Querbach who lives at 1274
St. Victor St & Lexington Ave. Mr.
Querbach gave to my husband the
number and my husband called
on Mrs Starlin. - He said when
he returned Mrs Starlin had only
told about her husband and that
she was in dreadful trouble.
He mentioned to have met Starlin's
brother but I can not recall
all the ~~particulars~~ ^{particulars}.

Two weeks later at about
5 pm Mrs Starlin's Harry
called on us and said Mrs
Starlin desired my husband
to come over to see her ~~Alma~~
who felt very lonely. He wanted
me to go also but I had come.

Henry and I did really not care
 to go. I also asked Mr. [unclear]
 whether it was not
 best to stay away alto-
 gether from Mr. [unclear]
 and he said as long as he
 was sent for he had better
 go he would stay but a few
 minutes. I remonstrated that
 if it was any other trouble I
 would not care and my husband
 answered as long as Mr. [unclear]
 has been so very kind to you
 he would go and see her -
 Then he went and came back
 very soon. When he returned he
 related that Mrs. [unclear] felt
 very bad and hoped that on
 the next examination her hus-
 band ~~would~~ would be
 liberated also that I should
 go over to see her, but I did
 not care to go and he did
 not call.
 Mrs. [unclear] always spoke to
 me of scarcity of funds and

0902

how hard it was for her to
get along! —

Mrs. Stetler has related to me that
her husband did not bring his wages
because he had a kept woman to whom
he carried his wages. She found letters
from the woman to Stetler and got
her name and went there and the
woman apologized saying
she had not known that Stetler
was married. —

New York 16th October 1884

Abner C. Updell

Delivered by
Mrs. Stetler

0903

copy

BINDING RECEIPT
(VOID ON RECEIPT OF POLICIES.)

JOHN GREEN,
INSURANCE AGENT,

S. W. Cor. of 23d St. and 3d Ave.

New York, *Aug 15 1884*

The Undersigned Companies agree to Insure

H. F. Stadler

for the amount specified by each; in all \$ *18000*

@ *40* cts. for *One Year* from date, - on:

*Merchandise hazardous and
extra hazardous*

Situate, *#1264 Second Ave N.Y. City*

COMPANY.	AMOUNT.	ACCEPTED FOR CO. BY
<i>Royal</i>	<i>5000</i>	<i>John Green Agt C. J. Matthews for Co H. C. Clivichugh for Co</i>
<i>Phoenix, London</i>	<i>5000</i>	
<i>Lancashire</i>	<i>8000</i>	

County General Sessions

People

vs.
 William W. Stedman

It is hereby consented
that the evidence of other
Mr. Propoy of Sacataga
and of his daughter Annie
working and being a defendant
Mary Propoy, be taken in their
action de bene esse with
the same force and effect as
though taken before a justice and
in open court, and that such
depositions may be read ~~in~~ ⁱⁿ evidence
in the trial of their action by
either party with the same
force & effect as if they were
said witnesses were personally
present; and the requirements
of the Code of Criminal Procedure
and the presence of defendant are
hereby waived.

W. Dec 28th 1884

Wm. H. Adams

Attendant attorney

John P. Townsend

Atty for defendant

0905

Mr. Stutter's family were
lodging with me at Sacatoga

in August.

Mr. Stutter came up to Sacatoga

on a Monday evening at 9 o'clock in the evening; a few minutes after nine when he got there. I recollect it because

Mr. Stutter's family were
lodging with me at Sacatoga
in August.

Mr. Stutter came up to Sacatoga

on a Monday evening at 9 o'clock in the evening; a few minutes after nine when he got there. I recollect it because

0906

my little girl went that morning
to work in a store; he came the
first evening that she went in the
store - she had not got money.

The detective came to her a
room of me and asked me
up stairs what day Mr
Stadler came. I came down
stairs and said, "There is a
man here wants to know
what day or night you
came, and I could not
say whether it was Monday
or Tuesday," and he said
"Why did you not tell him
the truth, that it was
Monday night" That is
my own recollection.

During the last month I
have called to mind that
on the day Mr Stadler
left for New York I said
to Mrs Stadler "Why Mr
Stadler said he was
going to stay a week
and he had not stayed
but one or two nights."

The detective wanted
to know if I had

0907

rooms to let, and I said
"I will not board you" and
he said "I board at the
Americane and only want
a room", and he took me
up stairs before I saw Mr
Stadler, and wanted to
know how much I wanted
a week for that room,
and I said if he stayed
a short time I would
want more, and if
longer, something less
and asked me if Mr
Stadler was not stopping
there, and I said "yes,
this is the second time
that he came" And he
said "he was there before"
and I said "yes Sir"
and he wanted to know
what night he came.
This objection had
been there three times
and he hindered me in
my work so I spoke
and said I did not
wish to be hindered
in my work, and he

said "If you have spent your time for nothing I intended to pay you for it" and he took two dollars, not to pay me for anything. I had told him, he said, but for my time. So I took the two dollars.

Cross. End by Mr Adams.

Q The interviews you had that you speak of with the detective were all sometime after Mr Stadler's first visit to Tazatepa?

A Yes sir.

Q Whatever day it was that Mr Stadler came up, whether Sunday or Tuesday as you have stated you do recollect distinctly that he stayed there one or two nights?

A Yes sir.

Q And not more?

A No more I am positive. The first visit of Mr Stadler that I have spoken of

0909

was along about the
18th of August - the
first time I ever
saw him. That was
the first visit.

From before me } Margaret Brophy
after / Sunday

December 1884 }

J. R. Linn.

Notary Public

New York Co.

Consented that the foregoing to whom
before a Notary Public with the
same force and effect as
they have taken up a Antelope

Wm. H. Adams

and I do hereby

John A. Townsend

Notary Public

2 What makes you think

0910

Anna Mary Brophy being
duly sworn says -

I am the daughter
of the last witness
and in August last
was living with my
mother at Saratoga.
I am thirteen years of
age. About the middle
of August I went into
a little store in Saratoga,
Miss Hoffmann's ^{to work}, and
when I got home at
night and went into
the house I saw Mr
Stadler - that was the
first time I saw him
by his killer.

Q You recollect the first
time you saw Mr Stadler?

A It was Saturday night.

Q Did he go ^{away} ~~home~~ ^{here} between
Monday and Saturday?

A He went away either
Tuesday or Wednesday.

I do not know which.

By Mr Adams

Q What makes you think

0911

that he went away
Tuesday or Wednesday
Have you been told so?

A No Sir.

Q Well what makes you
think so. Did he go
away the next day
after he came there?

A I could not say.
When I came home from
my work they told
me that he had gone
away.

Q Do you remember whether
that was the next day
~~after~~ that he came, or not?

A No Sir but it was
somewhere round there.
He. Direct by Mr Miller.

Q You say it was Tuesday
or Wednesday that Mr Stadler
left?

A Yes.

Q After he left at that time did
you see him between then and
Saturday night

A I do not think I did. I cannot remember.

From 15th to 18th
18 day 7 2

Notary Public
New York City

Anna Mary Brophy.

09 12

On the foregoing
examination of the said
Margaret Brophy and
Anna Mary Brophy
George H Adams Assistant
District Attorney appeared
on behalf of the People
and Walter W Miller
appeared on behalf of
the defendant Stadler.

09 13

Count of Sea Lizards

1.00

1.00

1.00

1.00

1.00

1.00

1.00

1.00

1.00

1.00

1.00

1.00

1.00

09 14

Mr W R Pitcher

Dear Sir

On Monday August 18th 1884 at 11⁴⁶ P.M.
an Alarm by Telegraph Station 618 was
received at the Patrol house 113 East 90th St.
The Patrol responded and found the
fire in the basement of the 5 story brick
building Nos 1264 and 1266 - Second Avenue
- known as Scherhorn Flats. on arrival
we entered the building with covers but
was ordered back as there was no
necessity for them then entered the
building with brooms and shovels for
the purpose of cleaning up found a
dense smoke coming up the basement
stairs with no peculiar smell only
of burning wood, ordered in the room
where fire was by Capt Rafferty and
told to shovel the debris one side so
as to allow the water to run out of which
there was about an inch of on the floor of
the room laundry and area in the rear.
the stuff on the floor consisted of broken
glass and excelsior - The Capt remarked
"look out Charley or you will cut your
boots as it is broken glass" after
sweeping out we returned to quarters
- no oil on the water

09 15

Sept 12^m 1908 M.

Mr Litcher called and made an inventory of the contents of the vault and had a carpenter secure the doors in the rear and had a new door put on the front and two Yale locks put on the same.

Nov 13^m

Went to the room and found it in the same condition in which I left it on Sept 23^d 02.

Yours Respectfully

Chas E Curtis

Patrol No 4

113 East 90th St

N. Y. City

09 16

ppc.

Office of Assistant Treasurer U. S.,

New York,

January 22nd, 1885

To Whom it may concern:

This is to certify, that the U.S. Bonds,
issued under Acts of Congress, of July 17th 1870 & Jan. 20, 1871,
and known as the 4 1/2 % Loan of 1891 were first issued
during the year Eighteen Hundred & Seventy Six -

Also that Bonds issued under the same
Acts, and known as 4 % Bonds of 1907 were first
issued during the year Eighteen Hundred & Seventy Seven,

John B. Acton

ASST TREASURER, U. S.

0917

Thursday August 21st about 9 or 9³⁰ P M
ordered to get a lantern and go with the
Captain, Fire Marshal Miller and Mr Watkins
of the Phoenix. Jas Co of London went to
1264 and 1266 Seena Lane with them
and had a look at the room by the
light of the lantern and it appeared
the same as when I left it on the
night of the 18th ordered to remain
there in charge by Capt Rafferty and
allow no one to remove or disturb anything
in the place

Friday August 22nd made a thorough ex-
amination of the room and its surround-
ings with the following result

The door opening in the laundry was off
of its hinges and a piece of oil cloth
about 8 inches by 6 inches tacked over the keyhole
the doors opening in sea in the same were
two double doors one a sash door which
were off their hinges the one on the south
side was badly burnt on the inside
and the one on the north side was
scorched the bathing doors outside were
opened and smoked the one on the south
had a screw eye in the casement and
a flat bolt underneath which to all
appearances had not been shoved in

0918

under the catches that held it it was bright and clean while the parts that was exposed was blackened with smoke on the door jamb on the north side of the laundry door I found a screw hook with a piece of rope or clothes line attached on the floor it was covered with excelsior and broken glass ~~rocks~~ in the laundry I found a crate and one case in the area I found 6 cases 3 Boxes a barrel and one small trunk in the south east corner of the room it appeared as if all the fire had been there as the excelsior was burned to ashes and the bottles was blackened and burned the casings around the doors leading to area - on the south east corner and over the doors were badly burnt while the strip on the North east corner was slightly scorched

Saturday Aug 23^d 10⁰⁰ o'clock A M Capt Rafferty called and directed to take the dimensions and condition of the cases and put in my report which I done - see my report of September 23^d

Saturday Aug 23^d 12⁰⁵ o'clock P M Mr Pitcher called and directed ^{me} to clear up the place and separate the Glass

neatly

from the explosion and all the necks and
 corks also all the labels I could find
 Which I done and the result was
 that I found about a Tomato crate
 full of nursing bottles Two beef presses
 a half barrel of corks most of which
 was 3 inch jar cork also a lot of necks
 with glass stoppers tied to them one case
 full of necks of bottles also found
 on the south side of the room a
 lot of newspapers ~~carpet~~ lining
 some of the papers were saturated
 with a kind of Paraffine or some
 thing of that kind also some ~~explosion~~
 saturated with same thing I
 found a piece of a box and end
 with a screw through the center
 on one end was a collection of
 paraffine or some other ^{greasy hard} substance
 also found some rope which reached
 the ~~edge~~ that was on the north side of
 the door leading to the laundry I
 measured the same and found that
 that it reached from the doors
 leading to the area to the north side
 of the laundry door where the hook was
 also found a ~~tomato crate~~ ^{neatly full}
 of nursing bottles on a half barrel

0920

~~of books most of which were French~~ far
~~books~~ I also separated the excelsior and
 found four cases I think that was in
 good order also about a half ~~life~~ barrel
 full that was ~~in~~ the balance
 was in good order on the ~~west~~ south
 side of the room I found a lot of news-
 papers and carpet lining also some
 oil cloth which was slightly burned
 the space where the most fire was
 as I measured it was 3 foot ~~in~~
 by 1 foot 5 in -

One thing I noticed, all round the room
 line about 2 foot 6 in from the floor there was
 hardly any fire except in the
 south east corner all above
 was badly burnt & smoke & charday
 near the ceiling

Henry left at 8:00 P.M.

Fire Marshal Miller called and asked
 me to make an examination of the doors
 - that is the ~~litter~~ doors - leading to the
 area - (In regard to - if there was
 any signs if they had been nailed up
 this I did very carefully - there were
 no marks as if they had been
 nailed up - if so they would have
 showed -

0921

Mrs. J. H. Stigman

1264 - 2nd Avenue

Wife of Janitor and occupies ground floor flat on south side of hall. The room in which Stadler claims the Oils were kept is directly under the window looking out of Mrs Stigman's kitchen.

On Sunday, August 17, 1884 Stadler although a tenant for about two years made his first visit to Mrs Stigman's apartments. During the conversation Stadler inquired if he had given them any of the calendars issued by the firm he worked for, and receiving a negative reply he went out and returned bringing with him some calendars and cards.

Nothing was said during this visit about his intention to go to Saratoga.

On Monday the 18th between 11 & 12 P.M. the Stigman family were awakened by some one knocking on the door and crying fire.

After the fire had been put out, Mrs Stigman in company with others went down to the room where the fire was and there saw no evidence of oil of any kind on the water which lay on the floor not only in this room but in the laundry adjoining in which latter room the gas was burning. No pleasant smell of any kind but only smell of stale smoke.

On Tuesday at about 6.30 P.M. Mrs. Stigman received a telegram reading as follows:

To Stigman. 1264 - 2nd Ave.

"Any letters for me answer at once yes or no." "Stadler" - to which a reply was sent saying in substance

The letter about your oil is now in the mail and will reach you at once.

At about 10³⁰ P.M. another telegram was received by Stigman reading -

To Stigman. 1264 - 2nd Ave. N.Y.

send full particulars my presence may be required save no words"

to which answer was made

Your presence is required at once

0922

2

Mrs. Hyman

2

On Wednesday the 20th about 10 A.M. a letter in an envelope bearing postmark Saratoga the 19th at 5 P.M. was received -

The envelope was from the "American" Saratoga Spgs and the paper was from the "American" Saratoga Springs, N.Y. The letter was as follows:

3

Mr. & Mrs. Stagemann

Saratoga, N.Y. Tuesday.

Dear Sir & Madam - Yesterday I have taken the liberty to send you my letter box key, and now ask you to have the kindness to look into it, I am very anxiously awaiting news from my brother who is seriously sick. Please telegraph if there is or not anything for me - yes or no. I will make the expense good to you upon my return. Please address

H. H. Stadler

care of H. Brophy.

Congress Springs - Saratoga, N.Y.

Please telegraph at once yes or no.

At about 12³⁰ o'clock mid-day same day, the 20th, a man called and gave to Mrs. Stigman a letter saying, that Mr. Stadler was an intimate friend of his and that on Monday just before taking the train to Saratoga, Stadler had given him this letter to deliver to Mr. Stigman and that he had neglected to deliver it before.

The letter enclosed a key and read as follows:

4

Grand Union Hotel, New York. Aug. 18. 1886.

Mr. Stagemann - Dear Sir - I would esteem it a great favor, not having the necessary tools myself, if you would kindly turn off my gas meter in the cellar, I have turned off the water in my apartment which is only a simple matter but the former I cannot do without a proper key. I also beg to enclose the key for my letter box, without imposing too much upon your kindness, would ask you please to look in when convenient and in case you find anything for me, please readdress letters to my office 32 & 36 Broadway St. - I intend to spend about a week with my family at Saratoga, when I return, will take great pleasure to make a good legion with you,

Very truly yours, H. H. Stadler.

Upon his admitting his name was Oppen. she informed

0923

3

Mrs Higman

him of the fire and that his (Oppers) goods were burned up. He was surprised to hear of the fire and surprised to know that his (Oppers) name was on a tag on each of the cases. He accepted an invitation to visit the burned room and when there said in answer to questions, "yes that's my name but those are not my cases", "My goods were in trunks" - "I had silks and dry-goods". He also said "Madam, this is done to defraud me and I am as innocent of this as you are".

Then informed that some of the tags bearing his name had been taken off the cases, he told Mrs Higman that if she would get them back and put them on the cases again, it would be money in her pocket. On leaving he said, "I'll telegraph Stadler".

Thursday the 21st at ~~a little before 10.15~~ a young man called and inquired for Mr Stadler, she told him that Mr Stadler was not home but that his ~~store~~-room had burned out. He asked - "What room?" she replied "his ~~store~~-room" - "What time?"

He told her that they had received a telegram & expected him the morning. He had some things in the ~~store~~ got there at 10.15 - about 15 minutes after the ~~store~~ called & went to the ~~store~~ room. While there she indicated him that the ~~store~~ room was not safe for that the ~~store~~ large bottle contained an explosive - he said no they contain cologne - he simply looked around - after a few minutes he asked if she could get him a shovel. She went to get it & returned in about two minutes & when she returned he was not in the room, she then went to the room adjoining where the three bottles had been placed thinking he might have gone there but he was not there & the smallest bottle was gone she returned to the room & called Mr. Stadler. He then came out of the water closet - she asked him if he took the little bottle he said yes - She told him that the doors were open - he said that's nothing I don't lock there, I lock there pointing to the ~~store~~ ^{water} closet door.

0924

DISTRICT ATTORNEY'S OFFICE.

New York,

188

Why did he purchase the broken glass so long before the purchase of the goods?

Why was the broken glass taken out of the barrels.

Why did he get Brown to go first to the ~~Coff~~ house or why try to fasten suspicion on the janitor.

Absence of Odors

No fire on the 18th of Aug, in rooms at Midnight

Mr. J. A. Hyman

He emptied the contents of the other
two bottles & the small glass the largest
one was empty. Like the small
of a photograph gallery only very
much smaller - the small it up
through the house into
the small of the three bottles
the day after the fire - the one with
the most so far but a small small
the small one at 10 gals. small
like turpentine was slightly corked - the
largest at 2 gals also slightly corked
small like a photograph gallery

Mr. J. A. Hyman
1264 2nd Ave + with
know the bottle 212 February
will today he was in
clothes room on Sunday the
19th at 11:30 3 pm. 1 that
there was no bottle in there
or hair on the line

0926

Stoppers tied to necks of bottles - a few
Tags on cases not burned off

U.S. Marine Sta.

0927



JOHN GREEN, Agent.

For Identification No. 11, 112
→ ROYAL ←
(FIRE)

Insurance Company

LIVERPOOL AND LONDON.

Branch Office, S. W. Corner of 23d St., and 3d Ave.

New York Aug 8th 1884
W. W. Tadler Esq
% Schumacher & Co.
3436 Broadway
Dear Sir

Your favor of the 7th asking for rate on Merchandise
has been has, stored in Martins
Store #168 St. 34th Street, duly
thand. In reply they today the
tariff rate on this risk is 170
(one per cent) which is the lowest
it can be placed for, awaiting
the favor of your further instructions
Very respectfully
Yours faithfully
John Green

0928

BUNGOXNE'S "Quick" Print, 146-150 Centre St., N. Y.

Police Court,

FIRST DISTRICT.

THE PEOPLE, &C.,
Plaintiff,

AGAINST

WILLIAM W. STADLER.

Before Hon. An-
drew J. White.

Brief Review of the Evidence, and Sug- gestions on part of the Defendant's Counsel.

The presumption of law is that a man charged with crime is innocent, and so it remains until the evidence produced against him is so strong as to force the mind to a contrary conclusion.

Such a presumption in his favor is increased if the person charged has theretofore been a man of good character.

If upon all the evidence there is a reasonable ground to believe that the defendant is not guilty, the law says that he shall have the benefit of the doubt and he shall be acquitted or discharged.

Section 207 of the Code of Criminal Procedure provides that if it appear either "that a crime has not been committed," or, "that there is no sufficient cause to believe the defendant guilty thereof," the magistrate must order the defendant to be discharged.

0929

The charge against the defendant is as follows :

That he knowingly presented or caused to be presented to three insurance companies false or fraudulent claims, or proof in support of them, to obtain the payment of losses upon contracts of insurance he had made with them. To sustain this charge they must prove beyond a reasonable doubt—

1st. That the defendant had contracted for insurance in the companies, or one of those referred to, and

2d. That he presented a false or fraudulent claim to these companies, or one of them, in order to obtain money from them.

Mr. Stadler admits he did secure what was equivalent to a policy of insurance, that is, a binding agreement, upon goods which he claimed were in a certain room in Second avenue, and which he stated were of the value of at least \$18,000, and that a fire occurred in such premises, which, he claims, completely destroyed such property, and that he subsequently made, and caused to be made, upon these companies, a claim for the full value of such loss as agreed upon by them.

The only question presented to the magistrate therefore upon which there is any variance is whether or not at the time of such fire the defendant had *any* essential oils or hair stored there.

If he had *any* essential oils or hair stored there, then he had the full quantity set forth in the bill of sale, as that, with the testimony of the defendant, is all the evidence there is on the subject. Besides, the testimony produced by the complainant was intended to show by the different steps they traced the defendant's actions, that the boxes or cases he purchased entered the storeroom in Second avenue containing only the excelsior he purchased with them.

It is not for the defendant to prove himself innocent of this charge ; he is, as I have said, presumed to be innocent. The complainant must prove him to be guilty, beyond a reasonable doubt.

They may establish the guilt, if they can, by circumstantial evidence, and sometimes that is the strongest form of proof, but the chain must be without flaw,

0930

each link must fit itself to the other so exactly that when it is completed it can be said the facts so connected can only be explained on the theory of guilt.

Have the complainants thus established the defendant's guilt?

It is admitted that the defendant bought the boxes and "the excelsior," had them conveyed with their contents to the store of Schumaker & Ettlinger, on Bleecker street, where the defendant was employed; that the same boxes were taken on the following day to Martin's storerooms, in Thirty-second street, and after a stay there of two or three weeks were conveyed to the room where the fire occurred.

If they had proved the absolute impossibility of there being any change in the contents of the cases which the defendant had taken into Schumaker & Ettlinger's, between the time they entered there and the time they left on the following morning, then indeed they would have made something which bore the appearance of a case. But they have done nothing of the kind. All the surrounding circumstances of this case go to support the defendant's statement. The complainants rely upon the evidence of the shipping clerk and watchman of the firm of Schumaker & Ettlinger to support their theory as against all the probabilities of the case.

Before reviewing the testimony of the witnesses, let me present these probabilities:

I should first like to have the learned gentleman on the other side explain, for what possible reason, unless it was as stated by the defendant, the boxes were sent by him to Schumaker & Ettlinger's to remain over night?

Again, it seems ridiculous to intimate that the defendant placed empty boxes in the room where the fire subsequently occurred, so as to commit the fraud which they charge, unless the complainants can establish the fact that the defendant either set fire to the place or induced some one else to do it. It is certainly beyond the wildest imagining that he should have taken out

policies on five empty boxes, to the amount of \$18,500, upon which he would have to pay heavy rates for insurance, if he had no expectation of their burning up. No intimation is made that he is even suspected of any such offense, and it is certain now from the evidence, and if necessary can be made absolutely positive by further testimony, that the defendant was not in the city for at least eight hours previous to the fire breaking out.

But on this point there can be no question now, as nothing has been suggested by the complainants which contradicts the testimony of the defendant and his wife on this point, supported as it is by Mr. Brown, the clerk of Schumaker & Ettlinger, who says, that on Thursday morning after the fire, the defendant appeared at the store with his valise, &c., and said he had just returned to the city.

Will the learned gentleman make this clear?

Again, if the defendant were bent on mischief, as the complainants charge, would he not have sent his boxes to the place in Second avenue at once, or, at all events, if he wanted to blind the people from whom he purchased the boxes as to where they were eventually to be deposited, why could he not have sent them directly to the storehouse of Mr. Martin in Thirty-second street? Why should he have sent them to the place where he was working, and thus afford additional witnesses against himself?

Will my friend suggest some reason for this?

Again, is it plausible that the defendant bought two barrels of glass on July 17th, and had them taken to the storehouse in Second avenue, where the fire afterwards occurred, there to be kept until the five boxes had been taken first to Schumaker & Ettlinger's and kept over night, from there to Martin's warerooms to remain three weeks, and afterwards taken to the same place to await a fire which might possibly occur?

Will the learned gentleman show how this conduct is probable?

Again, is it probable, if the defendant was intent on defrauding these companies as charged, that he would

0932

have taken these boxes to a fire proof, or what was supposed to be, a fire-proof vault? We know that it was supposed to be fire-proof, not only from what the defendant says, but also from the testimony of Mr. John H. Higmon, who says that he was awakened by the flames which came up in front of his window, which was above the storeroom, but he had no fear because he knew the building was fire-proof.

Is this probable?

Again, is there any probability that the defendant, on the 18th of July, purchased five boxes and had them stuffed with excelsior, had them carted to Schumaker & Ettlinger's and kept all night, from there taken to Martin's warehouse and kept three weeks, and from there carted to the place in Second avenue, which was a fire proof building, merely for the purpose of paying a large premium on extra-hazardous property?

Is this likely?

All these acts might be probable if there was any proof or shadow of proof that the defendant set fire to the place or had anything to do with such transaction, but I respectfully submit that the prosecution have commenced to work this case from the wrong end. If they had any proof, or could have worked a theory as poor as even this is, on the basis of arson, you may be sure that would have been their line of prosecution, and, having sustained that, this fraudulent claim would naturally follow; but to say that he did all they claim he did, and yet that he had nothing to do with causing the fire, is absolutely ridiculous.

Again, unless the prosecution can establish that the defendant set fire to the place in Second avenue, or aided or abetted some one else in doing so on August 18th, to the end that he might collect a claim for \$18,000 and more, when in reality he had nothing stored there but empty boxes, what was the necessity for him to have a bill of sale made out on the 7th of August, and go through all the formality of having an acknowledgment of some man taken by the Notary Public of the Dime Savings Bank?

In other words, if his intention was only to store

0933

some empty boxes in this supposed to be fire proof building, and to pay an extravagant rate of insurance on it, as on extra-hazardous material, as they suggest, without any knowledge on his part that the goods would be burned up, why should he bother about having a bill of sale made of hair goods and essential oils?

Is not this reasoning fair, and do not all these suggestions go to show that the complainants have started at the wrong end of the line?

It was manifest that the learned gentleman, who occupies on this occasion the position of District Attorney, clearly saw the peculiar attitude he was assuming at the time I asked that the amount of bail be reduced, for he replied *that something was working which, if successful, would render the amount of bail as now fixed; none too large.* It is plain that he and his principals see they have no case unless they can establish arson, and that they have no more basis on which to establish that charge than they have to establish bigamy. Like all great corporations, however, they fear (pecuniarily) the hour of retribution, and they catch at this floating straw for salvation.

John Stevin sold five large foreign cases to Mr. Stadler on July 18th, and after packing them with the "excelsior," which Mr. Stadler had sent to his store, and nailing them up, he sent them by Mr. Stadler's direction to the place where Mr. Stadler worked in Bleecker street, at a time of day (5 P. M.) when everybody was around.

Joseph A. Hoffman and Charles Weber received these boxes at the store in Bleecker street and took them into the cellar. Hoffman remarked at the time to Mr. Stadler, *that the boxes were light*, and Mr. Stadler replied, *that he was going to pack them and send them to a store house.* This was on the 18th of July. On the following morning these boxes were taken from the place they had occupied all night and sent to Martin's warehouse, in Thirty-second street. Before they left, Weber says, *he tightened the nails in the boxes at the request of Mr. Stadler.* To be sure, Weber says, that the boxes, when they were taken away in the morning,

0934

were still light, but he thinks they weighed *about 150 pounds apiece*, and although he says they could be handled by a boy, yet Charles Zutt, the carman who removed them that morning, says, *that he got a porter of Schumaker and Ettlinger to help him get them on his truck*. Zutt conveyed the boxes to Martin's warehouse, in Thirty-second street, where he left them and received a receipt. Certainly there was no effort at concealment in any thing thus far on the part of the defendant,

Nor was there any effort at concealment in anything which the defendant subsequently did, except in the one matter of allowing Mr. Opper to bring his case to the store where he was employed, in after hours, without the consent of his employers. His statement that such goods were brought to the store at the time he stated is corroborated by circumstances small in themselves, but still of great weight in determining such a question; for instance, when Hoffman said that evening that the boxes were light, he replied "that he was going to pack them and send them to a warehouse;" again, Weber says that on the following morning when they were taken away they weighed, each, perhaps 150 pounds (which would be as much as they would be expected to weigh if they contained all as represented by the defendant) and the carman for the firm said he had to get a porter to help him on with the cases; and still another small, but very suggestive thing was the fact that Weber tightened the nails in the boxes on the morning they went away at the request of Mr. Stadler, although the cases had been nailed up, as testified to by John Slevin who sold them to Stadler, only the day before, and as empty boxes they certainly could not have had very serious handling in these few hours.

Now, the very fact of allowing Opper to bring his boxes there suggests that there must have been something which, at least between the defendant and Opper, required secrecy. Supposing that there was, so far as the complaint is concerned, it makes no difference. According to the testimony of the defendant, his wife, Mr. Martin, the Notary Public at the Dime Savings Bank, Mr. Lalanne and one or two other witnesses,

0935

there was somebody who, at that time and previous thereto, was known as Mr. Oppen. The defendant says that he had seen Oppen before this occasion three or four times, at long intervals, and that he lived abroad, and was engaged in selling here essential oils and hair, and had before this time wanted him to purchase the same kind of materials. Now, in the light of the testimony of the defendant, that the goods he purchased were worth twenty per cent. more than he paid for them, I think I could easily suggest a reason why the transfer was not publicly made, and why the boxes which contained Oppen's goods were not exactly the same boxes which, in case of a sale, the defendant wanted the goods stored in. I do not say that the goods were smuggled, or do I intimate that the defendant knew they had not paid duties, but I think if he bought them 20 per cent. less than they were worth he was at least wise in not continuing them in the original cases, and he was quite as circumspect in not making the purchase complete until the goods had remained sufficiently long in the warehouse in Thirty-second street to satisfy him that there was nothing wrong in the transaction. The defendant says that after he had removed from Oppen's cases the amount he had stated he would purchase, Oppen had his cases removed again, by the same carman who brought them.

To confirm still further the statement of the defendant, the witness Edward Martin, Jr., says that the goods were stored *in the name of S. Oppen* and so remained until transferred by Oppen to Mr. Stadler on the 7th of August, three weeks after they were received. He says that *he saw the man called Oppen and he described him*, and further he said that on the day the cases were stored there, Stadler said *that he or they were negotiating to buy the contents of the cases*.

Mr. Martin, the father, says that on August 7th Mr. Oppen transferred the cases to Mrs. Stadler and that the defendant *then* stated Mr. Oppen had paid his passage and was going away the next day. This ought to account for the absence of Mr. Oppen now. On this same day Mr. Oppen executed the bill of sale before

the Notary Public at the Dime Savings Bank, and then for the first time Mrs. Stadler became the absolute owner of the property. On the 11th of August Mr. Stadler presented Mrs. Stadler's direction to Mr. Martin that the goods be delivered to him, and on the same day, for the purpose of reducing expenses, he had them taken to the room in Second avenue, in a building in which he resided himself, and which was said to be fire-proof.

Was there anything in this conduct on Mr. Stadler's part which was not in all respects correct?

On the very day of the transfer from Oppen Mr. Stadler made arrangement for the insurance in his wife's name, and he wrote to Mr. Green to inquire the rate of insurance on merchandise in Martin's storehouse, which was extra-hazardous, and said that the amount required would be about \$18,000, and he wanted to know in what English companies he could place the risk.

Mr. Stadler received a satisfactory reply from Mr. Green, and wrote to him again, that in consequence of the high rate of insurance asked, if the goods remained at Martin's stores, he had concluded to remove his goods to the fire-proof room in Second avenue. He asked him to send him a binding paper and said that if he chooses to send an inspector that he would meet him at such time as he might appoint.

Now, what could have been more open and straightforward than Mr. Stadler's actions in all the proceedings thus far?

On the day following his last letter Mr. Stadler received from Mr. Green a letter stating that he had covered his property in three companies, and he enclosed to him a binding paper. Mr. Stadler then commences to examine and separate the property, and on the Sunday before the fire he was engaged, as he says, in such work.

But the story that he had a large amount of goods there on that day is *absolutely* confirmed by the gentleman from Brooklyn who called there on that day and saw the property. No question of veracity has been

0937

raised regarding this gentleman's testimony. It came like a thunderbolt upon the other side. If he is to be credited, then Mrs. Stadler did have property that was insured, then is explained the bill of sale, and the story of Oppen's boxes being taken to Bleecker street is not improbable.

It was no small amount of property that this gentleman noticed there ; a double line was run across the room on which strands of hair hung, and he says he noticed that Mr. Stadler was taking bottles out of the boxes and putting them on the floor.

Certainly nothing more can be needed to establish that Mrs. Stadler had the property in that room which Mr. Stadler says she had.

On the morning of the day of the fire, which took place about 11 P. M., Mr. Stadler was again at his place on Second avenue. He was in this room where the complainants allege he had no property, for two hours as he states, and as the washerwoman, Mary Gafney, confirms. And here, I may ask, what was he doing in a room for two hours where there was *no* property? On that day he went on the 3:30 train to Saratoga and arrived there the same night, and he remained there until the Wednesday evening afterwards. On the night of the 18th the fire occurred. John Rafferty, the captain of the fire patrol, would have you to believe there was no fire there of any consequence. He has to admit, however, that a stream of water was playing on the fire when he got there. At all events, after he reached there he found a lot of broken glass on the floor, excelsior strewn around, *and a bunch of human hair*, which was thrown out in the area. At first he said, "We were there putting out the fire about half an hour and perhaps a little longer," and subsequently he said, "The fire was out in a couple of minutes." I think, in regard to the action of the fire and its duration, we can more safely rely upon the testimony of John A. Higmon who was on the premises at the time of the fire. He says he was awakened between 11 and 12 o'clock, by a blaze coming up in front of his window and by the smell of smoke. He got up and

0938

went to the barber's on the next street and asked him to ring up the department, and he adds that he made an effort to put out the fire before he called the firemen. It was ten minutes, he says, after he waked up before he called the firemen, and it took about twenty minutes to put out the fire.

Now, with all this time that the fire was raging, when we consider that essential oils and human hair are very combustible, as Mr. Walton testified, there can be but little wonder that when they came to examine the premises they found of the essential oils and hair nothing but glass and bits of hair.

An effort was made by the complainants to cast suspicion on the acts of the defendant because he asked Mr. Brown to go up and see the place, and hear what people said. I cannot see anything unnatural or capable of exciting suspicion in such an act as that. This was the second time Mr. Stadler had been burned out of the same kind of materials, and while, as Mr. Holly says, no wrong could be attributed to Mr. Stadler, yet he had been given, by the insurance companies, something like the same amount of trouble he is at present experiencing, although he was not then imprisoned. He asked Mr. Brown to inquire for the janitor and watch his face and see if there was anything wrong appearing there, and to ask also after himself, and to look generally at the appearance of the premises and hear what people said. In the subsequent proceedings, which it is unnecessary to review, there is nothing in Mr. Stadler's actions which indicate anything like fraud, but, on the contrary, the witnesses produced by the complainants show that he did in all respects what was right in the proceedings he took.

The testimony of both Mr. and Mrs. Stadler, confirmed partly by her savings bank book and also by witnesses who have known of Mrs. Stadler's business as being large, and by the fact that no evidence of any kind has been produced to impeach it, sufficiently establish that, combinedly, Mr. and Mrs. Stadler had sufficient money to make the purchase of these goods.

I have referred to every part of the testimony, I

0939

believe, except such as was given by the watchman of Messrs. Schumaker & Ettlinger in regard to the opportunity Mr. Stadler had of bringing in these cases of goods without his knowledge. When it is considered that he has to clean three buildings each six or seven stories high, and that he leaves the keys in the door inside when he goes up stairs from the first floor in the first building, it needs no great amount of credulity to believe that if Mr. Stadler had remained in the office that evening until the janitor went up stairs, five cases could be brought into the building without the knowledge of the watchman, and removed with as little difficulty.

One word only in regard to the two barrels of glass bottles, which it seems to me have no possible bearing on this question.

Stadler told *Wm. Murr*, the glass packer at Neidlinger Brothers, when he bought the glass, that he wanted "*all white glass*," as he *wanted to experiment with it*.

Everybody who knows Stadler knows that it is his hobby to be experimenting in such manner. Why should he say to this stranger on July 18th, nearly a month before the fire, that he intended to experiment with the glass if he did not so intend? And will the learned gentleman on the other side please explain why he wished the glass to be all *white* glass, if he intended it for the improper purpose he would intimate?

This suggestion that the glass was taken there so as to impose on the companies after the fire by the appearance of broken glass being there, is too thinly drawn to be worthy of attention. Mr. Stadler's explanation as to why he had the barrels left in front of "Chantillon," and afterwards signed the receipt "Chantillon," is perfectly clear and perfectly plausible. He had intended to order several other things, as he stated, and have them all go up at once by the same carman. For some reason—lack of time, perhaps, he bought none of the things on that day, and the bottles alone came up. He did not know the carman, and the carman did not know him, and to satisfy the carman that he was the

0940

proper person to deliver to, he marked on the receipt the name of the place the carman took the goods from. Is there anything more natural? And nothing could or would have been thought of his buying or bringing up this glass to Second avenue had it not been necessary for these great corporations to get up some theory, however ridiculous, to beat his wife, as they tried before, out of her just claim to the payment of the insurance.

This man is confined because he insists upon his rights. Never was there a weaker case presented against any one than this, and every moment the defendant is compelled to remain within these walls may be recorded as one against justice. It is not only the one accused who is compelled to suffer, but it is the wife and children, and in this instance the suffering of this devoted wife has been great. I ask that you deal with this defendant as you would wish to be dealt with.

JOHN D. TOWNSEND,
Of Counsel for Defendant.

0941

2

the fact that this valuable
property was there & thus
insure some watch care
over it

Why not say on the 18th
that he intended to transfer
goods from Oppers sheets into
his cases

0942

Cartman transferring boxes
from S & S to Reparties
were not cautioned to
handle with care as there
was glass in cases

Stadler went out night
of 17th without calling watchman
& left 18000 worth of
merch without fear that
the open door might invite
thieves

Stadler had no anxiety to
~~know~~ during the time others
goods were there to know
whether the precious packages
were safe - No clerks
attention were called to

0943

DISTRICT ATTORNEY'S OFFICE,

New York,

188

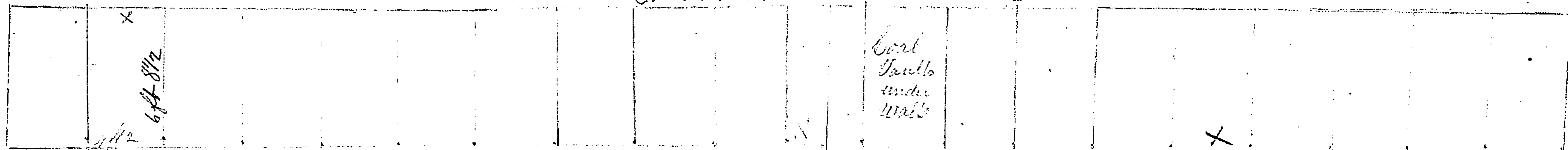
Senator FitzGerald
Sir

The measure for
Brackets. 7 inches
by Tape Measure. I fear
you might be late to take
his way of delivering message

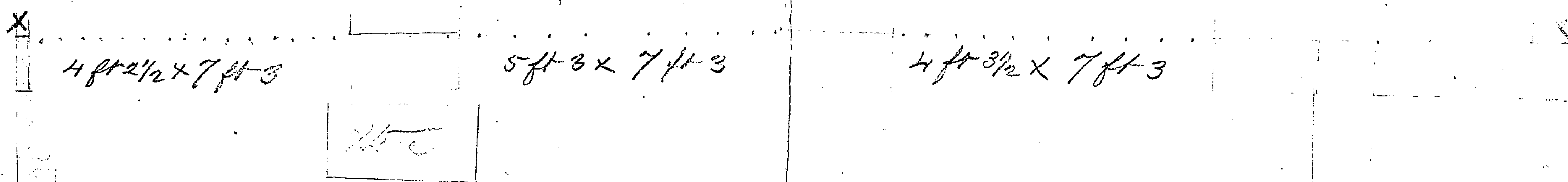
Very respectfully
Yours

0944

Second Avenue East side



Area full length from 1660 to 1666 22 Avenue about 100 ft



Laundry

7 ft 3 1/2 high

— 19 ft 4 —

Hall

F-1

0945

Daun 24

7 ft 3 3/4 high

16 ft 4

19 ft 4

Hall

6 in

2 ft

2 ft 9 1/2

4 ft 5 1/2

4 ft 6

2 ft

7 ft 3 in wide

15 ft 8 in

11 ft 3 3/4 high

15 ft 8 in

15 ft 8 in

4

11 ft 3 3/4 high

12 ft

12 ft

12 ft

11 - 2

A hand-drawn floor plan of a room, oriented horizontally. The plan shows the following dimensions and features:

- Top Wall:** Divided into three sections. From left to right: a small section labeled "2 ft", a larger section labeled "4 ft 5 1/2", and another section labeled "4 ft 6". To the right of the "4 ft 6" section is a small square labeled "2 ft" and a note "2 ft 9 in" with "6 ft 7 in" below it.
- Right Wall:** Labeled "12 ft" on the left side. At the bottom right corner, there is a small square labeled "2 ft 8 in" with "6 ft 7 in" below it, and a note "5 ft 4 in" next to it.
- Bottom Wall:** Divided into three sections. From left to right: a section labeled "4 ft 3 1/2", a section labeled "3 ft 3 1/2", and a section labeled "4 ft 6 x 6 ft 4 1/2".
- Left Wall:** Labeled "15 ft 8 in" on the left side. At the bottom left corner, there is a small square labeled "1 ft 3 1/2".
- Internal Dimensions and Features:**
 - A vertical line on the left side is labeled "15 ft 8 in".
 - A vertical line in the center is labeled "15 ft 8 in".
 - A vertical line on the right side is labeled "15 ft 8 in".
 - A diagonal line in the center is labeled "11 ft 3 1/4 high".
 - A diagonal line on the right side is labeled "11 ft 3 1/4 high".
 - A note "7 ft 3 in wide" is written in the upper right area.
 - A note "2 ft 9 in" is written near the top right corner.
 - A note "6 ft 7 in" is written near the bottom right corner.
 - A note "5 ft 4 in" is written near the bottom right corner.
 - A note "2 ft 8 in" is written near the bottom right corner.
 - A note "6 ft 7 in" is written near the bottom right corner.
 - A note "1 ft 3 1/2" is written near the bottom left corner.
 - A note "4 ft 3 1/2" is written near the bottom left corner.
 - A note "3 ft 3 1/2" is written near the bottom center.
 - A note "4 ft 6 x 6 ft 4 1/2" is written near the bottom right corner.
 - A note "5 ft 4 in" is written near the bottom right corner.
 - A note "2 ft 8 in" is written near the bottom right corner.
 - A note "6 ft 7 in" is written near the bottom right corner.

F-3

0947

Diagram of
Laundry Troughs
No 1264 & 1266 - 2 Ave
Fire Monday Aug 13th
1884

Repl. 7 we

2 L 15/83-

0948

DISTRICT ATTORNEY'S OFFICE,

One - ^{See} ~~Butterford~~ " 188 " ¹²⁶⁴ Second Ave
Capt H F Peley } Freeman
Thos W Relyea }
Luke Gleason
Michael Martin.

Examine closely as to
contents of basement, especially
the glass

Ino Patrol
John Rafferty
Chas Curtis

Ino Contract: John Green Capt.

Incorporation of Co

Presentation of Claims
Arthur Matten
Wm H Matten
A B Isaacs

0949

DISTRICT ATTORNEY'S OFFICE,

New York, _____ 188

Two.

Purchase of glass and its
Character

Wm. Widdings
Wm. Marr

27 Beekman St.

Cartman who carried glass -
James G. Carr.

27 Beekman St.

Where carried to

John P. Chatillon
John W. Hunter
93 Cliff.

Prove by above what Stedler
said to them about the glass

0950

DISTRICT ATTORNEY'S OFFICE,

New York, 188

True -

Expressman who carried glass
to 1264 2nd Ave. with
Order book & receipt.

Chas Burnett

116 John St

To prove handwriting in Order
book.

Sam'l Schumacher

152 B'way - Manufacturing
& Builders Ins Co

Prove purchase of boxes and
Excellior

John Slattery
127 Crosby

0951

DISTRICT ATTORNEY'S OFFICE,

New York, _____ 188

Four -

Person who took the boxes to
Schumacher & Ettinger 34
Bleecker St

Wm Irvine

127 Crosby St

Cha^s Weber 34 Bleecker
St Ja^s A Hoffman " "

Rec^d the boxes
and sent them away next morning
in same condition as rec^d -

Prove boxes taken from ~~Martins~~
34 Bleecker to Martins Machine
32nd St -

John W Post
Charles Felt

133 Crosby St

0952

People

or

Stadler

JOHN D. TOWNSEND,
ATTORNEY AND COUNSELLOR AT LAW,
32 PARK PLACE,

New York, Dec. 17th 1884.

Geo. W. Adams Esq^r

My dear Sir!

I will be ready in the above
case on Wednesday or Thursday the
17th or 18th inst (Dec Volume) and glad
of the chance. Let me know as soon
as you can please whether it will be
Wednesday or Thursday as there are
many witnesses to be subpoenaed on Mr.
Stadler's side and it must be done
with the same ease as on your side.

Yours truly
John D. Townsend

0953

DISTRICT ATTORNEY'S OFFICE,

New York, 188

Five

*What occurred at Ware
house of Martin's*

Edward Martin

*Edward Martin, Jr
168 W ~~32~~³²nd St*

No. 1264

*Boxes taken to, 2nd Ave
from Martin's*

*Cha^g. Frank 168 W
32nd St.*

Jacob Miller

34 Bleecker St

0954

DISTRICT ATTORNEY'S OFFICE,

New York, _____ 188

Six

Mary Gaffney - 319 E 60th
Wash woman - Pure Stadler
acts in basement Monday morning.

Mrs JH Higman.
1264 Second Ave.

Mrs Brown 34 Bleeker St.

Mrs H M Burt
1264 2nd Ave

Letters & Telegrams.

0955

DISTRICT ATTORNEY'S OFFICE,

New York, 188

Rebuttal

One -

*Edward Waldeck. Night
Watchman 34 Bleecker St. - to prove
that change could not have been made.*

Experts

*Paul I. Fritzsche 53 Barclay
Saml Sloan 86 Wm St.*

Notary -

*D John A. Hillary
56 Wall St.*

0956

DISTRICT ATTORNEY'S OFFICE,

New York, _____ 188

Dates

Place rented Feb'y 1884
Fine 18th August 1884
11 O'clock at night - basement
of 1264 - 2nd Ave.

Ins was obtained on the
15th of August same year

Proof of Lof was submitted
Sept 10th dated Aug 26th 1884
through Mr Walton

Glap purchased July 17th 1884
& sent to 1264 2nd Ave following
day.

0957

DISTRICT ATTORNEY'S OFFICE,

New York, _____ 188

Two

Boxes purchased 18th of
July 1884 - Excelsior put in
by party same day - Boxes
sent to Schumacher same day -

Taken to Martins 19th
of July 1884 -
Sent from Martins
to 1264 and Ave August
12th 1884 -

0958

Capt. Bailey
4/15/50

The record of the day when
he was leaving on Wednesday
telegram to Allen the bottle is missing
and he can handle it if it is the case."

Sketch the ordinary small of smoke from
bottle taken by the fireman from the room.
The bottle is broken - the bottle is broken
the neck broken and the other small like
the other which also has sometimes small
in a photograph gallery. The last two were perfect
Thursday the 9th she went into the
basement found the bottles there also
discovered that the smallest of the
three bottles were missing - she said
Mr O - did you take that bottle
he said no she replied then
must have done so at all times
the last bottle was given from
- the bottle was given from the bottle
he emphasized the bottle in the
the when the contents of the largest bottle
was thrown out of the small like a
photograph gallery was as strong
that she may expect to leave the
room as it was making her
of weak case -

TORN PAGE

haul - found broken glass on the floor on north side of room, and excelsior strewn principally on south side of room - the glass was strewn along the north side of room - the packing cases were piled against the south wall, and upon one which lay on its side, were two large bottles - while waiting for No 39 men to get through, he sat in room where the door opened into from room where fire was, and the smoke was so dense, he sat down close to the floor until the smoke should clear away - The smoke smelt like burning wood, no pleasant odor of any kind.

Michael Martin.

Truck No 13.

house 1652 - 2nd Avenue

Followed officer of No 13 into room, found glass on floor against north side of room and the excelsior back of and south of glass. The glass had the appearance of being broken bottles - saw no bottles except three which were inside of a case which was on its side on top of another case and the mouth of the case in which the bottles sat, opened into the room, the bottom of the case being backed against the south wall. The smoke was rather dense at first but nothing pleasant about it, smelt like burning wood.

0960

TORN PAGE

H. M. Burt.1264 - 2nd Avenue

was awakened by his wife on the night of the fire and went down to the room of Stadler. Fire was coming out of the rear door. Burt and a man by the name of Rutherford, who came down stairs with him, then closed the doors, and Burt then went to his rooms which are on the 2nd floor. Next morning Burt went to the room and saw a lot of excelsior and broken glass on the floor also three large bottles filled with some liquid. The room smells strong of smoke. The contents of one of these three bottles, the only one that was open and that one having part of its neck broken off smell like the odor that he has sometimes perceived in a Photograph Gallery. No pleasant smell during the fire nor since, on the contrary only an offensive odor. Burt went down to the room on the night of the fire after the Department had left and there was no odor other than a smell of smoke.

Mrs. H. M. Burt1264 - 2nd Avenue

smell nothing of the nature of perfume during or after the fire - was in the room after the fire on the night of the fire and there was no odor

except the ordinary smell of smoke from fire - Smell the contents of the three bottles taken by the firemen from the room. one ~~smelt with a~~ ^{smell with a} ~~structure of~~ ^{the 1 gal. bottle had} ~~the neck broken~~ ^{one turpentine} and the other smell like the odor which she has sometimes smell in a Photograph Gallery. The last two were corked

Thursday the 24th she went into the basement found Mr Stadler there she discovered that the smallest of the three bottles was missing - she said Mr D - did you take the bottle? He said no she replied you must have done so as it was here just before the fire - he then said the bottle was in the water closet - he emptied the bottle in the water closet & when the contents of the largest bottle was thrown out the smell like a photograph gallery was so strong that she was obliged to leave the room as it was making her stomach sick -

She heard after say when he was leaving on Wednesday "I'll telegraph Stadler his brother is worse and he can tumble to it if he will."

Stadler

0962

Police Justice.

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 forthwith before me, at the 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 18th day of 1888

James and William A. Brown, Jr. and John A. Brown, Jr. are the legal owners of the property of the said Defendant, and the said Defendant is bound to answer the said complaint.

Whereas, a complaint in writing, and upon oath, has been made before the undersigned, one of the Police Justices for the City of New York, by the said William A. Brown, Jr. and John A. Brown, Jr. of New York, or to any Marshal or Policeman of the City of New York, GREETING:

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:

OF NEW YORK, ss.

In the name of the People of the State of New York: To the Sheriff of the County of New York, or to any Marshal or Policeman of the City of New York, GREETING:

Police Court District.

Sec. 151.

0963

Police Court District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

William R. Peter

vs

William R. Stader

Warrant-General.

Dated Sept 9 1887

White Magistrate.

Sgt. C. M. Officer.

The Defendant

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

Sgt. C. M. Officer.

Dated Sept 10 1887

This Warrant may be executed on Sunday or at night.

Police Justice.

REMARKS.

Time of Arrest, 10 40 AM

Native of MS

Age, 44

Sex,

Complexion,

Color, CR

Profession, Farmer

Married, Yes

Single,

Read, Yes

Write, Yes

Det. Grant 126th

0964

Sec. 198-200.

CITY AND COUNTY OF NEW YORK, ss

District Police Court.

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

Question What is your name?

Answer

William W. Stadler

Question. How old are you?

Answer

44 years

Question. Where were you born?

Answer.

New York City

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

Answer.

230 West 126 St. 2 months

Question What is your business or profession?

Answer.

Salesman

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

Answer.

Not guilty
William W. Stadler

Taken before me this

day of

1888

Charles J. Stadler
Police Court

0965

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

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

Dated

October 30 1888 Andrew Jacob Police Justice.

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

Dated

188

Police Justice.

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

Dated

188

Police Justice.

0966

BAILED.

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Police Court--

District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

William P. Pitcher
150 1/2 St.
William W. Stadler

Dated

September 10 1884
J. H. C. Magistrate.
J. H. C. Officer.
Court Precinct.

Witnesses

No. _____ Street.

No. _____ Street,

No. _____ Street,

\$ 100 to answer

Gu
Cove

0967

of the above articles the defendant
admitted to have purchased the
same from the defendant by him to
the John Green who acted as the
agent for the defendant in such
matters, he said:
One letter dated Aug 7 1884 and
one other dated Aug 12 1884
and he gave notice that he would
withdraw from the suit if
the defendant of the same are not
produced.

John D. Townsend

Very dear Sir
Joseph Danesque Esq

3 Room
New York, Dec 17 1884

JOHN D. TOWNSEND,
ATTORNEY AND COUNSELLOR AT LAW,
32 PARK PLACE.

Dear Sir
Wm. W. Danesque

0968

COURT OF GENERAL SESSIONS OF THE PEACE
in and for the City and County of New-York.

-----x
The People of the State of New-York :
- against - :
William W. Stadler. :
-----x

The GRAND JURY of the City and County of New-York, by this indictment, accuse William W. Stadler of the Crime of PRESENTING AND CAUSING TO BE PRESENTED A FALSE AND FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS UPON A CONTRACT OF INSURANCE, KNOWING IT TO BE SUCH, committed as follows:

On the fifteenth day of August, in the year of our Lord one thousand eight hundred and eighty-four, at the City and County of New-York, The Royal Insurance Company, being a joint stock association duly existing under the laws of the United Kingdom of Great Britain and Ireland, and then and there lawfully doing business as an insurance company in the State, City and County of New-York, made a certain contract of insurance whereby the said The Royal Insurance Company duly insured one Henrietta F. STADLER to the amount of Five Thousand dollars against loss or damage by fire upon merchandize in a certain building in the said City and County of New-York, known as number 1,264 Second Avenue, and at the times hereinafter mentioned the said contract of insurance was in full force and effect; and thereafter, to wit, on the eighteenth day of August, in the year aforesaid, while the said contract of insurance was in full force and effect,

0969

a fire occurred in the said building number 1,264 Second Avenue,
whereby certain loss and damage^{were occasioned} to the merchandize therein; and
thereafter, to wit, on the first day of September, in the year
aforesaid, the said William W. Stadler, late of the City and
County of New-York, at the City and County aforesaid, with force
and arms, feloniously did present and cause to be presented to
the said The Royal Insurance Company a certain claim for the pay-
ment of a loss upon the said contract of insurance, so made as
aforesaid by the said The Royal Insurance Company, whereby it
was claimed on the part of the said Henrietta W. Stadler that a
loss had been sustained by her, by reason of destruction and dam-
age occasioned by the said fire in the said building to merchan-
dize belonging to her, the said Henrietta W. Stadler, then being
in the said building, to the amount of eighteen thousand three
hundred and one dollars and forty nine cents, and that the said
The Royal Insurance Company was justly indebted to her, by reason
of the said contract of insurance, for said loss, to the amount of
five thousand dollars. Which said claim, so presented and caused
to be presented as aforesaid by the said William W. Stadler was
then and there false and fraudulent in this that the said Henri-
etta W. Stadler had not sustained by reason of the said fire and
by reason of the destruction and damage to merchandize in the
said building, a loss amounting to eighteen thousand three hundred
and one dollars and forty nine cents, and the said The Royal
Insurance Company ~~was~~ not justly indebted to her, the said Hen-
rietta W. Stadler, upon the said contract of insurance for said
loss to the amount of five thousand dollars, and there was not
at the time of the said fire in the said building merchandize

0970

belonging to her, the said Henrietta W. Stadler, of the value of five thousand dollars; and the said William W. Stadler, at the time he so presented and caused to be presented the said false and fraudulent claim, as aforesaid, then and there well knew the same to be false and fraudulent; against the form of the statute in such case made and provided, and against the peace of the People of the State of New-York and their dignity.

PETER B. OLNEY,

District Attorney.

Witnesses:

William R. Pitcher

William Mann

William Living

John Slavin

Edward Martin Jr.

James H. Fitzgerald

Charles Weber

Charles Burnett

Counsel: *J. H. Townsend*

Filed 26 day of Nov 1884

Pleads

Not Guilty Nov 20 1884

with intent to defraud

THE PEOPLE

vs.

P

William W. Stead

[Breves]

intention to defraud

Prison five years

PETER B. OLNEY,

~~JOHN MCKEE~~

The 6. 27. 1885 District Attorney

Charged and convicted

A True Bill.

Wm. W. Stead

Charged with defrauding

of the United States Court of

Commerce and Navigation

for trial Jan 26. 1885

Ordered to N.Y. Court

of Commerce and Navigation

for trial Jan 26. 1885

Ordered to N.Y. Court

of Commerce and Navigation

for trial Jan 26. 1885

Received May 13th 84-

3 proofs of loss - 1 E. of the

Royal. Phoenix & Lancashire

Ins. Companies -

W. R. Pitcher per J. H. Townsend

0971

0972

COURT OF GENERAL SESSIONS OF THE PEACE

in and for the City and County of New-York.

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

- against -

William W. Stadler.
-----X

The GRAND JURY of the City and County of New-York, by this indictment, accuse William W. Stadler of the Crime of PRESENTING AND CAUSING. TO BE PRESENTED A FALSE AND FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS UPON A CONTRACT OF INSURANCE? KNOWING IT TO BE SUCH, committed as follows:

On the fifteenth day of August, in the year of our Lord one thousand eight hundred and eighty-four, at the City and County of New-York, The Lancashire Insurance Company, being a joint stock association duly existing under the laws of the United Kingdom of Great Britain and Ireland, and then and there lawfully doing business as an insurance company in the State, City and County of New-York, made a certain contract of insurance whereby the said The Lancashire Insurance Company duly insured one Henrietta W. Stadler to the amount of eight thousand-dollars against loss or damage by fire upon merchandize in a certain building in the said City and County of New-York, known as number 1,264 Second Avenue, and at the times hereinafter mentioned the said contract of insurance was in full force and effect; and thereafter, to wit, on the eighteenth day of August, in the year aforesaid, while the said contract of insurance was in full force

0973

and effect, a fire occurred in the said building number J,264 Second Avenue, whereby certain loss and damage were occasioned to the merchandize therein; and thereafter, to wit, on the first day of September, in the year aforesaid, the said William W. Stadler, late of the City and County of New-York, at the City and County aforesaid, with force and arms, feloniously did present and cause to be presented to the said The Lancashire Insurance Company a certain claim for the payment of a loss upon the said contract of insurance, so made as aforesaid by the said The Lancashire Insurance Company, whereby it was claimed on the part of the said Henrietta W. Stadler that a loss had been sustained by her, by reason of destruction and damage occasioned by the said fire in the said building to merchandize belonging to her, the said Henrietta W. Stadler, then being in the said building, to the amount of eighteen thousand three hundred and one dollars and forty nine cents, and that the said The Lancashire Insurance Company was justly indebted to her, by reason of the said contract of insurance, for said loss, to the amount of eight thousand dollars. Which said claim, so presented and caused to be presented as aforesaid by the said William W. Stadler was then and there false and fraudulent in this that the said Henrietta W. Stadler had not sustained by reason of the said fire and by reason of the destruction and damage to merchandize in the said building a loss amounting to eighteen thousand three hundred and one dollars and forty nine cents, and the said The Lancashire Insurance Company was not justly indebted to her, the said Henrietta W. Stadler, upon the said contract of insurance for said loss to the amount of eight thousand dollars, and there was not at the time of the said fire in the said building merchandize belonging to her, the

0974

said Henrietta W. Stadler, of the value of eight thousand dollars; and the said William W. Stadler, at the time he so presented and caused to be presented the said false and fraudulent claim, as aforesaid, then and there well knew the same to be false and fraudulent; against the form of the statute in such case made and provided, and against the peace of The People of the State of New-York and their dignity.

PETER B. OLNEY,

District Attorney.

William R. Pitcher
 William Marr
 William Irving
 John Harwin
 Edward Martin Jr.
 James H. Fitzgerald
 Charles Weber
 Charles Burnett

Counsel,
 Filed day of 26/88
 Pleads Not Guilty (28)

THE PEOPLE
 vs.
 William W. Stadler
 [Sealed]

PETER B. OLNEY,
 JOHN MCKEON,
 District Attorney

A True Bill.
 [Signature]
 Ordered for J. B. Foreman.
 of J. B. and Foreman
 for trial Dec 16/88
 Remitted to back to Court of
 General Sessions for trial
 Dec 18, 1888
 Ordered to N.Y. Court of App.
 and terminated for trial Jan 26/89

0976

INSURE WITH THE
Royal Insurance Co. of Liverpool.

Charles Weber.
basement of 32 has on
East wall 3 windows to
city under sidewalk
windows are opened in
summer every morning
and closed at night by
him or his assistant.
He passes through the
room from time to time
only.

Charles Schoder
passes three or four times
a day through the room
and he believes it very
improbable for him to
overlook the cases if

0977

any had been stored there.
Max Schmacker
he and Stadler may
have all together twice
or three times been at the
store after 6 pm but
whenever they were there
Walden left them out
of the store and locked
the door after them.

The entrance to
the store on Bleeker
st. is No. 34 and
there is no spring -
lock on the door.

Schulz, ?

0978

COURT OF GENERAL SESSIONS OF THE PEACE
in and for the City and County of New-York.

-----x
The People of the State of New-York :
- against - :
William W. Stadler. :
-----x

The GRAND JURY of the City and County of New-York, by this indictment, accuse William W. Stadler of the Crime of PRESENTING AND CAUSING TO BE PRESENTED A FALSE AND FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS UPON A CONTRACT OF INSURANCE, KNOWING IT TO BE SUCH, committed as follows:

On the fifteenth day of August, in the year of our Lord one thousand eight hundred and eighty-four, at the City and County of New-York, The Phoenix Assurance Company of London, being a joint stock association duly existing under the laws of the United Kingdom of Great Britain and Ireland, and then and there lawfully doing business as an insurance company in the State, City and County of New-York, made a certain contract of insurance whereby the said The Phoenix Assurance Company of London duly insured one Henrietta W. Stadler to the amount of five thousand dollars against loss or damage by fire upon merchandize in a certain building in the City and County of New-York, known as number 1,264 Second Avenue, and at the times hereinafter mentioned the said contract of insurance was in full force and effect; and thereafter, to wit, on the eighteenth day of August, in the year aforesaid, while the said contract of insurance was in full force and effect, a fire occurred in the said building number 1,264 Second Avenue, whereby certain loss

0979

and damage were occasioned to the merchandize therein; and thereafter, to wit, on the first day of September, in the year aforesaid, the said William W. Stadler, late of the City and County of New-York, at the City and County aforesaid, with force and arms, feloniously did present and cause to be presented to the said The Phoenix Assurance Company of London a certain claim for the payment of a loss upon the said contract of insurance, so made as aforesaid by the said The Phoenix Assurance Company of London, whereby it was claimed on the part of the said Henrietta F. Stadler that a loss had been sustained by her, by reason of destruction and damage occasioned by the said fire in the said building to merchandize belonging to her, the said Henrietta F. Stadler, then being in the said buliding, to the amount of eighteen thousand three hundred and one dollars and forty nine cents, and that the said The Phoenix Assurance Company of London was justly indebted to her, by reason of the said contract of insurance, for said loss to the amount of five thousand dollars. Which said claim, so presented and caused to be presented as aforesaid by the said William W. Stadler was then and there false and fraudulent in this that the said Henrietta F. Stadler had not sustained by reason of the said fire and by reason of the destruction and damage to merchandize in the said building, a loss amounting to eighteen thousand three hundred and one dollars and forty nine cents, and the said The Phoenix Assurance Company of London was not justly indebted to her, the said Henrietta F. Stadler upon the said contract of insurance for said loss to the amount of five thousand dollars, and there was not at the time of the said fire in the said building merchandize belonging to her, the said Henrietta F. Stadler, of the value of five thousand

0980

dollars; and the said William W. Stadler, at the time he so presented and caused to be presented the said false and fraudulent claim, as aforesaid, then and there well knew the same to be false and fraudulent; against the form of the statute in such case made and provided, and against the peace of The People of the State of New-York and their dignity.

PETER B. OLNEY,

District Attorney.

0981

BOX:

157

FOLDER:

1615

DESCRIPTION:

Stein, Gustavus A.

DATE:

11/11/84



1615

[illegible]

See that case I have
 forwarded the chairman
 of the Board, the employer
 clothing and underclo
 thing of the car, and
 I am cordially with you in
 desiring our honest men
 to be as far as possible
 from any such
 conduct. I am
 very sincerely
 yours
 J. C. Adams
 1888
 May 10 1888

THE PEOPLE

vs.

Gustav A. Stein.

A True Bill.
Stacy McClees
Foreman.

Nov. 26. 1888
Kept blank over
her downy record
Dec. 1888. Ad

0983

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK,

POLICE COURT,

DISTRICT.

Mornabotm

of No. *118 Avenue*

Street, being duly sworn, deposes and

says that on the

11th

day of

November 188*8*

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

at a general

election Iustices

A. Stein attempted

to vote at a

polling place 19th

Street District 21

Assembly district 46

North Street

the name of Alexander

Spung and did fully

personate the said Alex-

ander Spung the same

not being the name

of him the said Stein.

Subscribed before me

this 11th day of November 1888

P. H. Dwyer

0984

Sec. 198-200.

CITY AND COUNTY
OF NEW YORK, } ss

District Police Court.

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

Question. What is your name?

Answer.

Gustavus A Stein

Question. How old are you?

Answer.

47 years

Question. Where were you born?

Answer.

England.

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

Answer.

22 Mott St (resided there 12 yrs)

Question. What is your business or profession?

Answer.

Confession.

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

Answer.

I am not guilty
G A Stein

Taken before me this
day of *July* 1888
[Signature]
Police Justice.

0985

Witnesses
Morris Cohen

Police Court 73 1723 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Thomas Cohen
118 Centre av.
Gustavus A. Stein

BAILED,

No. 1, by

Residence Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street

No. 4, by

Residence Street.

2
3
4

Date 188

Magistrate.

Officer.

Precinct.

Witnesses Alexander Spring

No. 22 Mott Street.

S.B. Wamsley Election B.
with books

No. 14 Election Inspectors Street.

No. Street.

\$ to answer

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

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

Dated 188 Police Justice.

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

Dated 188 Police Justice.

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

Dated 188 Police Justice.

0986

District Attorney's Office.

PEOPLE

vs.

Gustavus A. Stein

*Inspectors of Election
19 Election 2 Assembly*

*Wormsley 1183
Daniel Lewis 410012
San J. Fox 289 Note
Lhas Teyun 164 per*

0987

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Gustavus A. Stein

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

Gustavus A. Stein

of the CRIME OF

illegally procuring an election

at an election, and offering and attempting to vote

in the name of such election,

committed as follows:

~~The said~~

~~City of the~~

~~Word of the City of New York, in the County of~~

~~New York, and said~~ On the 24th day of November, in

the year of our Lord one thousand eight hundred and eighty four, at the Ward City

~~and County of said~~ the name being the Tuesday

succeeding the first Monday in the

said month of November, there was

held a general election throughout

the State of New York, and in the City

and County of New York, and in the

Nineteenth Election District of the

Second Assembly District of the County

of New York.

And on the day and in the year

aforesaid, one Alexander Smith was

a duly qualified elector of the said

Nineteenth Election District of the

Second Assembly District, and on

said election was then and there

lawfully entitled to vote in the said

Election District.

That the said Cyrus A. Stein
 took of the City and County of New
 York, on the day and in the year
 aforesaid, at the City and County
 aforesaid, and at the said election,
 well knowing the premises,
 aforesaid, with force and arms,
 did unlawfully appear before the
 Inspectors of Election of the said
 Nineteenth Election District of the
 Second Avenue District, at the
 duly designated polling place
 thereof, and did then and there
 unlawfully and wilfully perjure
 the said Alexander Spring, and did
 so aforesaid, and did then and there
 unlawfully offer and attempt to
 vote in and upon the name of the
 said Alexander Spring, against the
 form of the Statute in such case
 made and provided, and against
 the peace of the People of the State
 of New York, and their dignity.

Peter B. O'Neary

District Attorney