

0820

BOX:

223

FOLDER:

2191

DESCRIPTION:

Mayer, Joseph L.

DATE:

06/10/86



2191

0821

3058
J. H. Sawyer

Counsel,

Filed 10 day of June 1886

Pleads: *Verdict*

THE PEOPLE

vs.

B

Joseph S. Mayer
48 Madison

March 1, 1886

Violation of Excise Law.
(Sunday).
[III Rev. Stat., (7th Edition, page 1083 Sec. 21, and page 1084, Sec. 5).]

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

J. H. Sawyer

Per My C.

Charles C. Bushy Foreman.

Special Sessions for

Yearly Grand of Council

Witnesses:

0822

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Joseph S. Manger

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

Joseph S. Manger

of the CRIME OF SELLING INTOXICATING LIQUORS AND WINES AS A BEVERAGE ON SUNDAY, committed as follows :

The said *Joseph S. Manger*

late of the First Ward of the City of New York, in the County of New York aforesaid, on the ~~first~~ day of ~~March~~, in the year of our Lord one thousand eight hundred and eighty-~~four~~, at the Ward, City and County aforesaid, the same being the first day of the week, commonly called and known as Sunday, with force and arms, certain intoxicating liquors and certain wines, to wit : One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whisky, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain intoxicating liquor to the Grand Jury aforesaid unknown, unlawfully did sell as a beverage to

George S. Lewis, and to

certain ~~other~~ persons whose names are to the Grand Jury aforesaid unknown, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

SECOND COUNT :

And the Grand Jury aforesaid, by this indictment, further accuse the said

Joseph S. Manger

of the CRIME OF GIVING AWAY INTOXICATING LIQUORS AND WINES AS A BEVERAGE, ON SUNDAY, committed as follows :

The said *Joseph S. Manger*

late of the Ward, City and County aforesaid, afterwards, to wit : On the day and in the year aforesaid, at the Ward, City and County aforesaid, the same being the first day of the week,

0023

commonly called and known as Sunday, with force and arms, certain intoxicating liquors and certain wines, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whisky, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain intoxicating liquor to the Grand Jury aforesaid unknown, unlawfully did give away as a beverage to

George F. Lewis, and to

certain ~~other~~ persons whose names are to the Grand Jury aforesaid unknown, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

THIRD COUNT:

And the Grand Jury aforesaid, by this indictment, further accuse the said

- Joseph S. Manger -

of the CRIME OF KEEPING OPEN ON SUNDAY a place licensed for the SALE OF STRONG AND SPIRITOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said *Joseph S. Manger.*

late of the Ward, City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, the same being the first day of the week, commonly called and known as Sunday, being then and there in charge of and having the control of certain premises at number

Forty-eight Madison Street,

in the City and County aforesaid, which said place was then duly licensed as a place for the sale of strong and spirituous liquors, wines, ale and beer, with force and arms, at the City and County aforesaid, the said place, so licensed as aforesaid, unlawfully did not close, and keep closed, and on the said day, the said place so licensed as aforesaid, unlawfully did then and there open, and cause and procure, and suffer and permit, to be open, and to remain open, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

RANDOLPH B. MARTINE,
District Attorney.

0824

BOX:

223

FOLDER:

2191

DESCRIPTION:

Mayer, Julius

DATE:

06/04/86



2191

0825

414

Counsel,

Filed 4 day of June

1886

Pleads

THE PEOPLE

vs.

Julius Mayer

Grand Larceny in the Second degree.
(MONEY)
(Sec. 528 and 531, Penal Code.)

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

William Van Dannel

June 7/86

Foreman.

George Speltz

State Reformatory, Columbia

Witnesses:

Arlette Adams

0826

3d District Police Court. Affidavit—Larceny.

CITY AND COUNTY OF NEW YORK } ss. Rebecca Perlman

of No. 119 Kingston Street,

being duly sworn, deposes and says, that on the 31 day of May 1886

at the _____ City of New York,

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

the following property, viz :

Good and lawful moneys
of the United States to the
amount of value of fifty dollars
(\$ 50.00)

the property of deponent

_____ and that this deponent has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen, and carried away by Julius Meyer (prisoner)

from the fact that the deponent
admitted and confessed in open
court in the presence of Officer
Webb of the 10th Precinct that he,
the deponent did take, steal
and carry away the said amount
of money, and for the further reason
that the money was found in
the deponent's possession when arrested

Rebecca Perlman

Sworn before me this

May of 1886
Wm. H. [Signature]
Police Justice,

0827

CITY AND COUNTY }
OF NEW YORK, } ss.

Robert J. Webb
aged 23 years, occupation Police Officer of No.
125 Roosevelt Street, being duly sworn deposes and
says, that he has heard read the foregoing affidavit of Robette Perliner
and that the facts stated therein on information of deponent are true of deponents' own
knowledge.

Sworn to before me, this 7 }
day of June 1886 } Robert J. Webb

W. A. [Signature]
Police Justice.

0828

Sec. 108-200.

34 District Police Court.

CITY AND COUNTY OF NEW YORK, } ss

Julius Meyer 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. *Julius Meyer*

Question. How old are you?

Answer. *23 years*

Question. Where were you born?

Answer. *Germany*

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

Answer. *113 Rivington street 3 weeks*

Question. What is your business or profession?

Answer. *carpenter*

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

Answer. *I am guilty I did take said money belonging to the complainant.
Julius Meyer*

Taken before me this

day of

Sept 1888

Wm. J. ...

Police Justice.

0829

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 _____

Julius Meyer

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

Dated *June 1* 188*6*

Wm. H. ...

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.

0830

Police Court bu 789 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Hubette Bertinger
112th Livingston
Julius Meyer

offence by [unclear] [unclear]

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

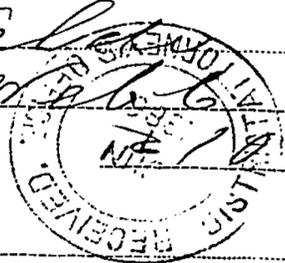
No. 4, by _____

Residence _____ Street.

2 _____
3 _____
4 _____

Dated June 1st 188 6

M. A. T. G. Magistrate
M. A. T. G. Officer
Precinct.



Witnesses _____

No. _____ Street.

No. _____ Street.

No. _____ Street,

\$ 1000- to answer *[Signature]*

[Signature]

0831

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

THE PEOPLE OF THE STATE OF NEW YORK,
against

Julius Manger

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

Julius Manger

of the crime of GRAND LARCENY IN THE *second* DEGREE, committed as follows:

The said *Julius Manger*

late of the First Ward of the City of New York, in the County of New York, aforesaid, on the *thirty first* day of *May* in the year of our Lord one thousand eight hundred and eighty-*six*, at the Ward, City and County aforesaid, with force and arms, in the *night* time of the same day, *two* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of twenty dollars, and of the value of twenty dollars *each*; *five* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of ten dollars, and of the value of ten dollars *each*; *ten* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of five dollars, and of the value of five dollars *each*; *twenty* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of two dollars, and of the value of two dollars *each*; *thirty* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of one dollar, and of the value of one dollar *each*; *two* promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of twenty dollars *each*; *five* promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of ten dollars *each*; *ten* promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of five dollars *each*; and divers coins, of a number, kind and denomination to the Grand Jury aforesaid unknown, of the value of *fifty dollars*.

of the proper moneys, goods, chattels, and personal property of one *Adolette* *Benjamin* then and there being *Benjamin* then and there feloniously did steal, take and carry away, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

RANDOLPH B. MARTINE,
District Attorney.

0832

BOX:

223

FOLDER:

2191

DESCRIPTION:

McAllister, James

DATE:

06/15/86



2191

0033

Witnesses:

Upon the within statement
of the Complainant's employe
the owner of the printing
as to the circumstances
and the character of the
offense and I do not think a
conviction could be
properly entered for the same
conceding that the facts
be disclosed

Wm. F. ...
Wash. Dist. Ct.

95-1095 B

Counsel, Sullivan & P.

Counsel,

Filed 15 day of June 1886.

Pleas: Guilty (16)

Grand Larceny, 1st degree [Sections 528, 531, 534 Penal Code].

THE PEOPLE

vs.

James Mc Allister

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

James McAllister

Foreman.

To be tried June 24/86.

W.D.

29 June 86

0834

Police Court— District.

Affidavit—Larceny.

City and County of New York, } ss.

of No. 120 Midge Street, aged 25 years, occupation Expressman being duly sworn

deposes and says, that on the 8 day of June 1886 at the City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession of deponent, in the daytime, the following property viz :

Two bags of materials for the manufacture of crapes of the value of Two Hundred Dollars

the property of Potovsky & Stager, and in the care and custody of deponent as Expressman

has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen, and carried away by John McAlister (nick name)

and two other unknown men who were acting in concert for the reasons following, to wit: Deponent was on the rear part of the wagon which contained the said property when he was informed by William Schoales here present that the defendant was on the front part of his wagon. Deponent saw the said defendant jump off the front part of said wagon and run away, followed by deponent. Deponent is further informed that by said Schoales that he

Subscribed before me this 11th day of June 1886

Police Justice

0835

Schoales saw one of the said
unknown men standing near
the said wagon and the other unknown
man was standing a few feet
away. When said Schoales asked
"What are you doing there" the
last named yelled out "Cheese it"
and the said defendant jumped
off the said wagon and ran away.
Wherefore defendant charges
the said defendant with feloniously
attempting to take steel and
carry away the officers' property

Sworn to before me }
this 9th day of June } Jacob H Rose
1886

Samuel C. Knight } Police Justice

0836

CITY AND COUNTY }
OF NEW YORK, } ss.

William Schoales

aged 24 years, occupation Expressman of No.

293 East 3rd Street, being duly sworn, deposes and

says, that he has heard read the foregoing affidavit of Jacob Rose

and that the facts stated therein on information of deponent are true of deponents' own knowledge.

Sworn to before me, this 9th day of June 1838 Wm. Schoales

Sam'l C. Bell
Police Justice.

0837

Sec. 198-200.

John

District Police Court.

CITY AND COUNTY OF NEW YORK, ss

James McAllister 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 upon the trial.

Question. What is your name?

Answer. *James McAllister*

Question. How old are you?

Answer. *23 years*

Question. Where were you born?

Answer. *New York City*

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

Answer. *140 Charlton Street 7 years*

Question. What is your business or profession?

Answer. *Truck Driver*

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*

James McAllister

Taken before me this

day of

188

James McAllister
James McAllister
Police Justice.

0838

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

James W. Allister

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of 15 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 June 9 1886 Sam'l C. Kelly 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.

0039

No. 95 104033
Police Court District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Jacob Rose
120 Bridge
James W. Allister

Offence Attempted
Larceny

2
3
4

BAILED,

No. 1, by Thomas Loubrigaw
Residence 118 Charlton Street.

No. 2, by
Residence Street.

No. 3, by
Residence Street.

No. 4, by
Residence Street.

Dated June 9th 1886
J. O'Reilly Magistrate.
John E. Shea Officer.
6 Precinct.

Witnesses
Wm Schoales
of Columbia Street 8th St.
No. 293 East 5th St.
Call the Officer
Chas. Katzenstein
No. 2938 3rd St. Street.

No. Street.
\$ 1500 to answer

Bill
ord

0840

8 - 505 -	9 ⁰⁰	_____	72.00
4 - 768 -	6 ⁷⁵	_____	27.00
12 - 492 -	15 ⁰⁰	_____	186.00
4 - 480 -	20 ⁰⁰	_____	80.00
3 - 264 -	12 ⁰⁰	_____	36.00
			<u>399.00</u>

0841

-----X

The People

vs.

James McAllister

-----X

City and County of New York SS:

Charles Katzenstein being duly sworn deposes and says: I reside at No. 293 East 3rd Street in this city. The complainant herein, Jacob Rose, and the Schoales mentioned in the complaint herein, were, at the time of the larceny herein complained of, in my employ. I know the defendant herein and his family - he is of honest, respectable connections, all of whom are hard-working and industrious. I know that the defendant himself, since the ~~beginning~~ ^{beginning} of the question, of good character, and I am not aware of anything against his character before that. I believe that the case is one which should receive the clemency of the court, and I recommend that the defendant be discharged on his own recognizance, in view of the fact that the crime was only an attempt, and of the good character borne by himself and his connections.

Sworn to before me this
24th day of February 1887.

Charles Katzenstein

A. D. Barker
Notary Public
N. Y. Co.

0842

THE PEOPLE OF THE STATE OF
NEW YORK,

against

James M. Allister

Opponent.

RANDOLPH B. MARTINE,

DISTRICT ATTORNEY,

No. 32 CHAMBERS STREET,

NEW YORK CITY.

0843

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

James McWhorter

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

James McWhorter of the crime of attempting to commit

the CRIME OF GRAND LARCENY IN THE SECOND DEGREE, committed as follows:

The said *James McWhorter,*

late of the First Ward of the City of New York, in the County of New York aforesaid on the *14th* day of *June*, in the year of our Lord one thousand eight hundred and eighty-*two*, at the Ward, City and County aforesaid, with force and arms,

two bags of the value of one dollar each, one hundred yards of cloth of the value of one dollar each, fifty pieces of cloth of the value of two dollars each piece, and a quantity of materials for the manufacture of shoes of a more particular description than is to be found in the schedule attached to the value of two hundred dollars,

of the goods, chattels and personal property of one

James J. P. Jordan,

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

Donald B. Martin,
District Attorney

0844

BOX:

223

FOLDER:

2191

DESCRIPTION:

McAuliffe, John

DATE:

06/29/86



2191

0845

BOX:

223

FOLDER:

2191

DESCRIPTION:

McMahon, James

DATE:

06/29/86



2191

0846

248

#1 B.P.O.

Counsel,

Filed 79 day of June 1886

Pleas, *Voluntarily*

THE PEOPLE

vs. *H*

John McAuliffe

vs. H

James McMahon

RANDOLPH B. MARTINE,

By District Attorney.

Good Credit - Not accepted

No 2 Chm'ch'd. P.R.

A True Bill. *Law, Law, Law*

Foreman

Brought in the Third Degree.
Section 498, 528, 532, 550

Witnesses:

0847

22

Police Court—2 District.

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

of No. 815-10th Avenue Street, aged 54 years,
occupation Butcher being duly sworn

deposes and says, that the premises No 815-10th Avenue Street,
in the City and County aforesaid, the said being a three story brick building
one half of the 1st or store floor of
and which was occupied by deponent as a butcher shop
and in which there was at the time no human being, by name

were BURGLARIOUSLY entered by means of forcibly bursting open the
door leading from the hallway on the 1st floor into
the above described butcher shop.

on the 24th day of June 1886 in the night time, and the
following property feloniously taken, stolen, and carried away, viz:

by marked boxes of the value of fifteen dollars

the property of Henry Constant Saddler in the care and custody of deponent
and deponent further says, that he has great cause to believe, and does believe, that the aforesaid

BURGLARY was committed and the aforesaid property taken, stolen, and carried away by
John W. White and James W. Madson (both
nomina)

for the reasons following, to wit: that about the hour of 10 o'clock on the
above date date, deponent locked and secured fastened
the above described shop, having placed a new lock on
the door leading from the hallway to said butcher shop
that about the hour of 1 o'clock of the same night, deponent
was awakened by the police, and informed that his store
had been broken into, and on making an examination
found that the shop had been entered in the manner
above described, and the above described property stolen and

0848

taken away.

That defendant has been informed by Officer Richard C. Condon of the 20th Precinct Office that about the hour of 12.50 on the night of the above date, while on post on West 28th Street between 9th & 10th Avenues, he saw the defendants John M. Muliffe and James M. Mahon together and in company with each other, and the said John M. Muliffe carrying a ham in his hand; that the said John M. Muliffe entered the premises No 449 West 28th Street and the said James M. Mahon acted himself as a trawler standing in said street; that the officer immediately attempted to capture the said James M. Mahon, when he fled, and both refuge in the second floor of No 449 West 28th Street; that the officer again returned to the street and captured the said John M. Muliffe with the ham in his possession and as he was about leaving the house which he had entered, that he took the said John M. Muliffe to the Station house and returned immediately to No 449 West 28th Street, where after forcing an entrance into the apartment to which the said James M. Mahon had fled, he found the said James M. Mahon lying in bed disguised as a girl, with a girls waist and skirt thrown over his clothing in which he was fully attired; that the said James M. Mahon then signed a toxication, and after being taken about two blocks in a hand, cart he walked to the Station house;

Defendant further says that he fully identifies the ham found in the possession of the said John M. Muliffe and one found in the apartment occupied by the said James M. Mahon as part of the property stolen at the time & in the manner above described.

Police Court District.

THE PEOPLE, & c.,
ON THE COMPLAINT OF

vs.

Dated

Magistrate.

Officer.

Clerk.

Witnesses:

Committed in default of \$

Bailed by

No.

Sworn to before me
this 25 day of June 1888

Wm. H. ... Justice

Joseph Miller

0849

CITY AND COUNTY }
OF NEW YORK, } ss.

Richard L. Barklin

aged *25* years, occupation *Speciman* of No.

20th Street - 1st Ave

~~Street~~, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of

Joseph Adler

and that the facts stated therein on information of deponent are true of deponents' own knowledge.

Sworn to before me, this

25
day of *July* 188*6*

Richard L. Barklin

M. A. Pude

Police Justice.

0850

Sec. 108-200.

CITY AND COUNTY OF NEW YORK, ss

District Police Court.

John McSuliffe 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

Question How old are you?

Answer

Question Where were you born?

Answer

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

Answer

Question What is your business or profession?

Answer

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

Answer

Taken before me this 15 day of June 1888

John McSuliffe
Police Justice

John McSuliffe

0851

Sec. 198-200.

CITY AND COUNTY OF NEW YORK, } ss

2 District Police Court.

James Mc Mahon 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

James Mc Mahon

Question. How old are you?

Answer

Seventeen Years

Question. Where were you born?

Answer.

New York City

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

Answer.

No 449 West 28th St. About six years

Question. What is your business or profession?

Answer

laborer

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

Answer.

I am not guilty

James Mc Mahon

Taken before me this

25

day of

June 1886

W. H. ...
Police Justice.

0852

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

William M. Kullage and James M. Mahan
guilty thereof, I order that ~~they~~ be held to answer the same and ~~they~~ be admitted to bail in the sum of Five Hundred Dollars each and be committed to the Warden and Keeper of the City Prison of the City of New York, until ~~they~~ give such bail.

Dated June 25 1886 M. A. P. [Signature] 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.

0853

Police Court 2 District 925

THE PEOPLE, &c,
ON THE COMPLAINT OF

Joseph Keller
305 - 4th Ave.
1. John W. Schuyler
2. James W. Williams
3. _____
4. _____

Office Shelton

Dated June 15 1886

Walter White Magistrate.
Richard C. Washburn Officer.

Witnesses Richard C. Washburn
No. 20th Precinct
60th Precinct Police Street.

No. _____ Street.

No. _____ Street.

\$ 1000 to answer LL

mo

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

41
The People

vs.

John McFuliffe

James McMahon

Court of General Sessions, Part 7
Before Judge Geldersleeve.
Tuesday July 6. th 1886.

Indictment for burglary in the third degree.

Richard C. Conklin sworn, but stepped aside
Joseph Adler sworn. I live 305 Tenth ave., and
am a butcher on the first floor pretty near
four years. I closed my shop on the night of the 24th
of June 10 minutes after ten and the officer
called me up about 4/4 to me the next morning
I went down stairs and saw the light and the
officer in the store and the side door broke open
leading into the butcher shop from the hall;
I missed 8 hams and got only two back; the hams
were worth more than fifteen dollars; they were
in my charge, I was responsible for them. One of
the hams I saw in the station house and one
was found in McMahon's house 449 West 28th St.
between 9th and 10th Aves. on the second floor back.
I secured my premises before I left; that afternoon
I got a new lock on that door because the key
was stole that afternoon; the lock was not open
but a piece of wood was taken out of the side.
I did not see either of the prisoners in the house,
but I understood the officers caught them; he
called me up and said, get up, the store is
broken open; he called me at one o'clock.

0855

Richard C. Curklin recalled. I belong to the 28th precinct and made the arrest in this case on the 24th of June between twelve and one o'clock in the night at 449 West Twenty eighth st. I came out on post at 12 o'clock and while going up from 10th ave. towards 9th I happened to hear scuffling in the hall of 446 West Twenty eighth st. McAnuliffe and McMahon came out of 446. McAnuliffe had something very large in his hand. I could not tell what it was. I watched what they did; they went across the street and McAnuliffe went into 447 and carried the bundle. McMahon sat on the tail of a truck. I went over and asked him what he was doing? I knew they were up to something from the manner they were going around the street. McMahon said he was not doing anything; he said he lived there. I told him to go in the house and he went up stairs and knocked at the door and somebody asked him who he was? He says, it is me, mother; the door was opened and he went inside. Then went on the sidewalk and caught McAnuliffe coming out of 447 with a large harr in his hand. I asked him where he got it, and he said a young fellow gave it to him in ³⁰⁵ Tenth ave; that he lived over a butcher shop - the place that had been broken open. I took him to the 37th St. station house and on my way up I met officers O'Neil and Smith and told them I thought the butcher shop 305 had been broken open; they went down there and found

0856

that the place had been broken open. McShuliffe lived over the butcher shop. I went to McMahons house with officer Smith; they would not let us in, and after a quarter of an hour we had to force an entrance; the mother told us to come round in the morning. I found McMahon lying in bed with a girls overshirt and a waist on him; he was so drunk that we had to get a handcart, and after riding a couple of blocks he said he would walk to the station house; we found one of the hams in McMahons place and the two hams were identified by the complainant as his property in the station house.

John McShuliffe sworn and examined in his own behalf testified. I live 305 Tenth Ave.; I have never been arrested before this, I have been working for Oxley, Kenny and Ennis, brass fixtures and chandeliers. I live with my family over the store where the burglary was committed, I remember the evening of my arrest. I had my supper at home and left at 8/2 or 9 o'clock and was arrested about twelve. I went up Hudson St. to 8th Ave., and a man accosted me, and asked me to take a ham to 447 West 28th St; and when I came down there the officer was standing at the door and he took me up. I showed him the corner where the fellow gave me the ham. I did not know anybody on the second floor of that building. I did not know the ham was stolen. I am 49 years old.

0857

Cross Examined. I saw McIlahen that night but did not talk to him; he did not have the ham when I saw him. I don't know the name of the man who gave me the ham, he was a perfect stranger to me; he had a black moustache. I was working two weeks ago last Saturday; I was laid off because the work was slack. The man did not offer me anything for taking the ham and I did not expect to get anything.

Charles Hartman sworn. I know McAnuliffe five years and his reputation for honesty is very good; he was always an honest boy. I trusted him with as much as \$50. I sell clothing and furniture. I sold his mother furniture.

Margaret McAnuliffe sworn. I am living going on two years over the butcher shop. My boy is as good a boy as ever lived to me; this night he was very drunk; he has been working in one shop for about three years and got out of work three weeks ago last Saturday; he did not want the firm to know he had been arrested.

Patrick Garvey sworn. I have known McAnuliffe since he was born. I know nothing bad about him, but as far as I know his character is good. The jury rendered a verdict of not guilty in favor of McAnuliffe. McIlahen pleaded guilty to petty larceny and was sent to the Penitentiary for two months.

0858

Testimony in the
case of
~~James McShannon~~
and
James McShannon
filed June
1886.

0859

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

*John McArthur and
James McArthur*

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

John McArthur and James McArthur

of the CRIME OF BURGLARY IN THE THIRD DEGREE, committed as follows:

The said *John McArthur and James
McArthur, both* —

late of the *Twentieth* — Ward of the City of New York, in the County of
New York, aforesaid, on the *fourth* day of *June*, — in the year of
our Lord one thousand eight hundred and eighty-*six*, with force and arms, at the Ward,
City and County aforesaid, a certain building there situate, to wit: the *shop* — of one

George O'Brien —

feloniously and burglariously did break into and enter, with intent to commit some crime therein, to
wit: with intent, the goods, chattels and personal property of the said

George O'Brien —

in the said *shop*, — then and there being, then and there feloniously and burglariously
to steal, take and carry away, against the form of the statute in such case made and provided, and
against the peace of the People of the State of New York, and their dignity.

J. A. O'Garra

0860

SECOND COUNT—

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

John MacArthur and James MacArthur
of the CRIME OF *Robbery* LARCENY, — committed as follows:

The said *John MacArthur and James MacArthur*, both —

late of the Ward, City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the Ward, City and County aforesaid, in the *month* time of the said day, with force and arms,

six frames of the value of two dollars and fifty cents each.

of the goods, chattels and personal property of one

Henry Hamilton Padden,

in the *shop* of the said

Joseph Adair. —

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

Charles J. [Signature]
[Signature]

0061

THIRD COUNT—

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

John McQuillan and James McQuillan
of the CRIME OF CRIMINALLY RECEIVING STOLEN PROPERTY, committed as follows:

The said *John McQuillan and James McQuillan*
McQuillan, both

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

six items of the value of
two dollars and fifty cents

each,

of the goods, chattels and personal property of one

Henry Mountain Redden.

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

Henry Mountain Redden.

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

John McQuillan and James McQuillan

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

RANDOLPH B. MARTINE,

District Attorney.

0862

BOX:

223

FOLDER:

2191

DESCRIPTION:

McCarthy, Edward

DATE:

06/09/86



2191

0853

No 33

Witnesses:

I have examined this case and there is no question of defts. guilt. Complainant should recommend clemency and I am strongly inclined to the belief that if sentence were suspended herein the deft may be saved for any honest future. And I recommend a suspension of sentence hereon.

N.Y. June 11. 1886
Randolph B. Martine
Dist. Atty.

Counsel,
Filed 9th day of June, 1886,
Pleads,

THE PEOPLE
vs.
Edward Mc Carthy

Burglary in the Third Degree.
Sections 499, 506, 528, 532

RANDOLPH B. MARTINE,
District Attorney.

A True Bill.

James McKeever
Foreman
Geo. J. J.
Geo. J. J.
Geo. J. J.

0864

New York General Sessions.

PEOPLE ON MY COMPLAINT,
VERSUS

Edward M. Carthy

As complainant in the above case, I beg to recommend the defendant to such leniency and clemency as the Court and District Attorney may see fit to show; but I expressly assert that my reasons for so doing are not controlled by any advantage to myself. - The defendant has been in the employ of my firm about four months as a porter and during the entire period has conducted himself properly and was well thought of by my firm. I am satisfied that he belongs to a reputable family and I believe his statement that he has never before been arrested. I am convinced that he did what he is charged with while under the influence of liquor and that he is not by nature a criminal. - If the Court shall see fit to suspend sentence in this case I ask that that course may be taken and I believe it may result in saving the defendant for an honest future career.

Bruce Kinnear

0865

Police Court 4 District.

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

of No. 24 and 26 Thomas Benjamin Krower Street, aged _____ years,
occupation Old Goods Commission Merchant being duly sworn

deposes and says, that the premises No. 24 and 26 Thomas Street,
in the City and County aforesaid, the said being a brick and stone building
in the 5th Ward of said City
and which was occupied by deponent as a warehouse
and in which there was not at the time a human being, ~~by name~~

were BURGLARIOUSLY entered by means of forcibly Concealing their
faces within said building during business
hours, and creating exit of said building
by means of lowering ladders from a window
on the 2nd story by means of a rope at the hour of 10 o'clock
P.M. on the 2nd day of June 1886 in the night time, and the
following property feloniously taken, stolen, and carried away, viz:

four pieces of cloth and one shawl, in
all of the value of twenty dollars

the property of deponent and James C. Cooley, Co-partners,
and deponent further says, that he has great cause to believe, and does believe, that the aforesaid
BURGLARY was committed and the aforesaid property taken, stolen, and carried away by
Edward McCarty, merchant

for the reasons following, to wit: That deponent is now
being informed by Officer Cooper
that he, said Officer, saw said de-
pendant at the time aforesaid in
the act of picking up said property
from the street, said property then
lying immediately underneath

0855

Windows on the 2nd Story of said Building,
and that a paper being drawn from
said windows to the street, the paper
being fastened to the leg of a table
extending said Building close to said
windows.

That the property so found in the possession
of said defendant was stolen from
the 2nd Story of said Building and is
the property of Depew and his said
partner, and said Building was then securely
closed and fastened.

Benj. Knowlton

Sworn to before me this
3rd day of June 1886

J. M. Patterson

Police Justice

Police Court _____ District _____

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Burglary _____ Degree _____

Dated _____ 188 _____

Magistrate _____

Officer _____

Clerk _____

Witnesses: _____

Committed in default of \$ _____ Bail _____

Bailed by _____

No. _____ Street _____

0867

CITY AND COUNTY }
OF NEW YORK, } ss.

Franklin C Cooper

aged *31* years, occupation *Police Officer* of No.

5th Avenue

Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of *John N. Keel*

and that the facts stated therein on information of deponent are true of deponents' own knowledge.

Sworn to before me, this *3* day of *June* 188*8* of *Franklin C. Cooper*

John Patterson
Police Justice.

0868

Sec. 198-200.

CITY AND COUNTY OF NEW YORK, ss

188 District Police Court.

Edward M. Carthy

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. *Edward M. Carthy*

Question. How old are you?

Answer. *23 years*

Question. Where were you born?

Answer. *Newark N.J.*

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

Answer. *39 Cambridge Street Brooklyn 12 years*

Question. What is your business or profession?

Answer. *Porter*

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

Answer. *I am guilty*

Ed Mac Carthy

Taken before me this

day of

188

William J. ...

Police Justice

0869

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

Edward McCarty

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

Dated *June 3^d* 188 *A. M. Patterson* 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.

0870

Police Court *1* District *814*

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Benjamin Knowlton
24 1/2 St. Thomas St.
Edward M. Coarty

*Office of Augustus C. and
Lancaster*



Dated *June 30* 188 *6*

Patterson Magistrate.

Cooper Officer.

5 Precinct.

Witnesses *Franklin C. Cooper*

No. 5 Prec. Police Street.

No. _____ Street.

No. _____ Street.

\$ *1000.* to answer *G. S.*

Comet

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

0871

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Edward McRath

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

Edward McRath

of the CRIME OF BURGLARY IN THE THIRD DEGREE, committed as follows:

The said *Edward McRath*

late of the *Fifth* — Ward of the City of New York, in the County of New York, aforesaid, on the *second* — day of *June*, — in the year of our Lord one thousand eight hundred and eighty-*five*, with force and arms, at the Ward, City and County aforesaid, a certain building there situate, to wit: the *warehouse* of one

Benjamin Thayer.

feloniously and burglariously did break into and enter, with intent to commit some crime therein, to wit: with intent, the goods, chattels and personal property of the said

Benjamin Thayer.

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

0072

SECOND COUNT—

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

Edward McParland—

of the CRIME OF *Petit* LARCENY.—

committed as follows :

The said *Edward McParland*

late of the Ward, City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the Ward, City and County aforesaid, in the *night* time of the said day, with force and arms,

*four pieces of gold of the value
of four dollars each piece, and
one piece of the value of four
dollars.*

of the goods, chattels and personal property of one

Benjamin Knower.—

in the *warehouse* of the said

Benjamin Knower.—

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

*Rudolph Brantino,
District Attorney*

0873

BOX:

223

FOLDER:

2191

DESCRIPTION:

McCarthy, John

DATE:

06/17/86



2191

0874

-109-

Witnesses:

Counsel,

Filed 17 day of June 1886

Pleads

THE PEOPLE

vs.

John Mc Carthy

[Signature]

RANDOLPH B. MARTINE,

District Attorney.

Grand Larceny, 2nd degree
[Sections 628, 631, Penal Code].

A True Bill.

[Signature: Lawrence McKeon]

[Signature] Foreman.

[Signature]

S.P. Two years & 6 mos.

0875

Police Court— District.

Affidavit—Larceny.

City and County of New York, ss.

of No. 119 West Broadway Street, aged 25 years, occupation Expressman being duly sworn

deposes and says, that on the 10 day of June 1886 at the City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession of deponent, in the daytime, the following property viz :

A package containing a quantity of shirts valued at Sixteen Dollars & a package

containing a quantity of umbrellas valued at Forty Dollars, the whole being valued at Fifty-six Dollars the property of Klingenstein Bros, and the firm of Bacon & Eaton, and in the care and custody of deponent as expressman

and that this deponent has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen, and carried away by John M. Carthy (now here)

and two others not yet arrested, who may be in custody for the reasons following to wit:

on the said date the said property was in deponent's express wagon on Broadway and having missed the said property is informed by Frank Orque (then present) that he Orque saw the said defendant take the package containing the shirts from the said wagon and the said unknown men take the package of Umbrellas and both walk away assisted by the other unknown man. Wherefrom deponent having since seen the said

Subscribed to before me this day

Police Justice

0876

property and having identified the
same, charges the said defendant
and said unknown men with taking,
stealing, and carrying away the
aforesaid property.

Sworn to before me }
this 11th day of June 1886 } D. H. Harrigan

David C. Kelly Police Justice

0877

CITY AND COUNTY }
OF NEW YORK, } ss.

Frank Argue

aged 25 years, occupation Deputy of No.

77 Wall Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Samuel F. Kamigan

and that the facts stated therein on information of deponent are true of deponents' own knowledge.

Sworn to before me, this 11
day of June 1886

Frank Argue

Samuel C. Kelly
Police Justice.

0878

Sec. 108-200.

CITY AND COUNTY
OF NEW YORK,

188
District Police Court.

John Mc Carthy 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

Question How old are you?

Answer

Question Where were you born?

Answer

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

Answer

Question What is your business or profession?

Answer

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

Answer

I have nothing to say

John Mc Carthy

Taken before me this

day of

188

James J. [Signature]
Police Justice.

0879

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 James Mc

Leathery
guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of 15 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 June 11th 1888 Samuel C. Bell 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.

0000

Police Court 152 846 District

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Daniel F. Hamican
119 West Broadway
John W. Carthy
2 _____
3 _____
4 _____
Office of Grand Jurors

BAILED, \$ _____

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Dated June 11th 1887

Reilly Magistrate.
Arthur J. Ives Officer.
25 Precinct.

Witnesses Frank Argue

No. 77 Walt Street.

No. 121 Chrystie Street.

No. _____ Street.

\$ 1500 to answer G. I.

C

0001

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
against

John MacFarland

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

John MacFarland

of the CRIME OF GRAND LARCENY IN THE SECOND DEGREE, committed as follows:

The said *John MacFarland*

late of the First Ward of the City of New York, in the County of New York aforesaid on the *fourth* day of *June*, in the year of our Lord one thousand eight hundred and eighty-*six*, at the Ward, City and County aforesaid, with force and arms,

*one package containing sixteen
dolls, of the value of one dollar
each, and one package containing
twenty bundles of the value
of two dollars each.*

of the goods, chattels and personal property of one

David E. Hamilton

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

*David E. Hamilton
District Attorney*

0002

BOX:

223

FOLDER:

2191

DESCRIPTION:

McDonald, Benjamin

DATE:

06/28/86



2191

0003

187 - ordered

187
C. K. Beecher

Counsel,

Filed, 28 day of June 1886

Pleads, *pro se*

THE PEOPLE

*with 6/24/86
11/10/86
Benjamin McDonald*

Attempt at RAPE, etc -
(Sections 278 and 218, Penal Code.)

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

James McKee

James

Foreman.

Guilty

July 6/86
State Reformatory, Eureka.

Witnesses:

0004

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

The People
against
Benjamin McDonnell.

BRIEF FOR THE PEOPLE.

HISTORY OF THE CASE.

The prisoner, 17 years of age and a butcher residing at 107 East 89th Street, is indicted for a rape on a little girl named Annie Donehay, aged 5 years, residing at 1616 Park Avenue, on June 17, 1886.

EVIDENCE FOR THE PEOPLE.

ANNIE DONEHAY: - Is 5 years of age, and resides with her parents at 1616 Park Avenue. On June 17, about 9 o'clock in the evening, the prisoner who had induced her to enter the butcher shop, gave her two cents, and then laid her on the floor and lying on her put his penis between her legs and hurt her. She came out of the house and there met her aunt Anne Shea, who took her to Dr. Sprague who examined her. The prisoner has been giving her pennies and bologna sausage for the last two or three months, and used to take her in the stable of the butcher shop and tried to assault her, but never hurt her until that night. He got through the fan light over the door, and then going through the side door, took her into the butcher shop and there committed the offence. He hurt her also in the chest when he lay on her.

ANNE SHEA: - Lives at 149 East 90th Street, is a domestic in the service of Dr. F. A. Sprague. A little before 9 P.M. on June

0005

2

17th, it being her afternoon and evening off, witness was at her sister's, Mary Donehay's, 1616 Park Avenue, and missing little Annie, went around the yard calling her. While doing so she heard the bolt of the side door rasping and then saw the door open and the prisoner push little Annie out and then rapidly close the door again. She immediately began to question the child who told her the story of the assault, and witness took the child into the house and found the child's person wet and sticky and also her drawers. She then took the child to her employer, Dr. Sprague, who examined her and gave a certificate. Witness then notified the officer who made the arrest.

MRS. MARY DONEHAY: - Resides at 1616 Park Avenue, and is the mother of the child Annie. Remembers her going out on the evening in question. Will testify as to the child's age. Knows nothing of the case beyond what the child told her.

DR. F. A. SPRAGUE: - Resides at 149 East 90th Street. Examined Annie Donehay on June 17th, about two hours after the alleged occurrence. Found the labia majora inflamed and swollen, and also noticed dried semen on the child's person. Will testify as to penetration.

GEORGE MURPHY: - Proprietor of the butcher shop at 1616 Park Avenue. Some few months ago he took pity on the prisoner, who asked to be allowed to work at doing errands, and witness engaged him, not paying him regular wages but giving him his board and clothing, and giving him money in small sums.

0006

3

MRS. MURPHY: - Wife of the foregoing witness. Resides at 1616 Park Avenue. Noticed that on the evening in question the prisoner came in about half past 9, not having been to supper and declaring that he did not want any. His manner was very much excited, and created the impression in her mind that he was not quite right in the head.

0887

N. Y. GENERAL SESSIONS

THE PEOPLE

AGAINST

Benj. McDonnell

PENAL CODE, 1909

BRIEF FOR THE PEOPLE.

*Indorsed
June 1890*

0888

F. A. SPRAGUE, & H. B. SPRAGUE, M. D.
NO. 149 E. 90TH STREET.

OFFICE 1332 THIRD AVENUE CORNER 86th ST.

New York, June 18th 1886

This is to certify
that I examined *Ami Donnelly*
about 2 hours after his trouble
& I found the *Leber Maxora*
well inflamed. (No other injury.)
Respi; Yours.
Dr. F. A. Sprague

0889

CITY AND COUNTY } ss.
OF NEW YORK,

POLICE COURT, 5 DISTRICT.

Annie Shea

of No. 149 East 90 Street, aged 21 years,
occupation Domestic being duly sworn deposes and says,

that on the 17 day of June 1886
at the City of New York, in the County of New York, at the house of

about 9 o'clock in the night time, she was in the yard of premises No. 1616 Park Avenue, and was then there searching for Annie Hanahy aged 5 1/2 years the child of deponent's sister, deponent called for said child, and then there deponent saw Benjamin McDonnell (now here) open the side door leading from the Hallway of said premises to a Butcher shop, and slowly show said Annie from said shop in to said Hallway, that deponent asked said

Sworn to before me, this _____ of _____ 1886 day _____
Police Justice.

0890

John J. McNamee
1884 copy of from 1886
shown to before me

Child, what said McDermott done with her, and she informed deponent that he gave her two cents and that he had her lying on the floor, and opened his pants, and placed his fingers between her legs, that deponent there caused the arrest of said Defendant, and then caused said Child to be Examined by Dr. F. A. Sprague, of No. 149, East 90th Street, said Dr. informed deponent that said Child had been assaulted and injured, as set forth in the annexed certificate

Police Court, District,

THE PEOPLE, &c.,
ON THE COMPLAINT OF
vs.

Dated _____ 188

Magistrate.

Officer.

Witness,

Disposition,

James J. Shea

AFRIDA VIT.

0891

Sec. 198-200.

5 District Police Court.

CITY AND COUNTY OF NEW YORK, } ss

Benjamin McDonald 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. Benjamin McDonald

Question. How old are you?

Answer. 17 years

Question. Where were you born?

Answer. New York City

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

Answer. 107 East 89 Street New York

Question. What is your business or profession?

Answer. Bootmaker

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

Benjamin McDonald

Taken before me this

day of May 1888

John J. ... Police Justice.

0892

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.....

.....
by thereof, I order that he be held to answer the same and he be admitted to bail in the sum of *Thirty* 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

John J. ... 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.

0893

2500 Fine for Ex -
June 20. 1886 - 9 am

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Police Court 5 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Annie Shea
149 East 90th St
1 Benjamin M. Howell
2
3
4



Offence Rape

Dated June 18 1886

Lawman Magistrate.

Lawman Officer.

23rd Precinct.

Witnesses Annie Donohue

No. 1616 - 4th Avenue Street.

Dr. F. A. Sprague

No. 149 East 90th Street.

Charles E. Knoll

No. 100 East 23rd Street.

\$ 3.00 to answer G. S.

Com

0894

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Benjamin Mc Donald

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

Benjamin Mc Donald of the crime of attempting to commit
the CRIME OF RAPE, committed as follows:

The said *Benjamin Mc Donald,*

late of the City of New York, in the County of New York aforesaid, on the
seventeenth day of *June*, in the year of our Lord one thousand
eight hundred and eighty-*six* — , at the City and County aforesaid,
with force and arms, in and upon one *Annie Donahue*
then and there being, willfully and feloniously did make an assault, and her the said
Annie Donahue, then and there, by force and with
violence to her the said *Annie Donahue*, against her
will and without her consent, did willfully and feloniously ravish and carnally know,
against the form of the Statute in such case made and provided, and against the peace
of the People of the State of New York and their dignity.

SECOND COUNT:

And the Grand Jury aforesaid, by this indictment, further accuse the said

Benjamin Mc Donald

of the CRIME OF ASSAULT IN THE SECOND DEGREE, committed as follows:

The said *Benjamin Mc Donald,*

late of the City and County aforesaid, afterwards, to wit, on the day and in the year
aforesaid, at the City and County aforesaid, with force and arms, in and upon her
the said *Annie Donahue*, willfully and feloniously did
make an assault, with intent her the said *Annie Donahue*
against her will, and without her consent, by force and violence, to then and there
willfully and feloniously ravish and carnally know, against the form of the Statute in
such case made and provided, and against the peace of the People of the State of
New York and their dignity.

~~RANDOLPH D. MARTINE,~~

~~District Attorney.~~

0095

Third COUNT.

And the Grand Jury aforesaid, by this indictment, further accuse the said

Benjamin Mc Donald of the
crime of attempting to commit
the CRIME OF Rape

committed as follows :

The said Benjamin Mc Donald

late of the 1st ~~Ward of the~~ City of New York, in the County of New York, on the

fourteenth day of June, in the year of our Lord one thousand

eight hundred and eighty-two, at the 1st City and County aforesaid, with force and arms,

in and upon one Annie Donohue, who

was then and there a female under

the age of ten years, to wit : of the age

of five years, feloniously did make

an assault, and ~~to~~ with the said Annie

Donohue did then and there feloniously

~~perpetrate an act of sexual intercourse.~~

against the form of the Statute in

such case made and provided, and

against the peace and dignity of

the said People.

Randolph Martin,

District Attorney

0896

BOX:

223

FOLDER:

2191

DESCRIPTION:

McDougall, Charles

DATE:

06/15/86



2191

0897

BOX:

223

FOLDER:

2191

DESCRIPTION:

Secor, Charles

DATE:

06/15/86



2191

0898

BOX:

223

FOLDER:

2191

DESCRIPTION:

Lee, John

DATE:

06/15/86



2191

0899

111

Counsel,
Filed 15 day of June 1886.
Pleads *Not Guilty*

THE PEOPLE

vs.

Charles McDaniel
Charles Secor
and John Lee

Grand Larceny in the
(MONEY)
(Sec. 598 and 537, Penal Code.)

RANDOLPH B. MARTINE,
District Attorney.

A True Bill.

J. B. McDaniel

June 6/86

J. B. McDaniel
Foreman.

Pen: One year.

Witnesses:

*Upon an Examination
of the evidence I
do not think any person
could be made out
against defendants
McDaniel & Secor
James Fitzhugh
Arch. N. L. City*

0900

Police Court— 2 District.

Affidavit—Larceny.

City and County }
of New York, } ss.: 5

of No. 1389 Broadway Street, aged 24 years,
occupation Waiter being duly sworn

deposes and says, that on the 12 day of June 1886 at the City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession of deponent, in the night time, the following property viz:

Gold and lawful money of the United States to the amount and of the value of Twenty-five dollars & forty cents

the property of James M. Demott proprietor of eating-saloon at the above address in the care and custody of deponent

and that this deponent has a probable cause to suspect, and does suspect, that the said property was ^{attempted to be} feloniously taken, stolen, and carried away by Charles M. Dargal, Charles Covert, John Lee (all now here) & another person whose name is unknown to deponent and who has not been arrested, from the fact, that, about the hour of 4 o'clock on the above date, the person whose name is unknown to deponent and who has not been arrested entered the eating-saloon at the above address of which deponent was in charge and directed his attention by his strange actions, that deponent thereupon became suspicious and was looking behind the counter near the door of the store, he saw John Lee who was partly concealed by the said unknown man, behind said counter, and violently tearing at the money drawer, which contained the above described money, tearing away a portion of the wood transverse to said drawer in his

Sworn to before me, this 1886 day }
Police Justice

0901

effects to open the same, that defendant thereafter endeavor
 to capture him when he was away, pursued by defendant
 Defendant further says that he has been informed by
 William Sully Officer of the 29th Precinct Police that
 about the hour of 4 A.M. on the above date, he saw
 the defendants Charles M'Dougall, Charles Seer, John
 and the person whose name is unknown and who has not
 been arrested, in company with each other walking and
 talking with each other, near the above described saloon
 that shortly thereafter he saw the defendants Charles
 M'Dougall and Charles Seer standing about ten feet from
 the open window of said saloon, apparently acting as a
 lookout, and at the same time saw the defendants
 John see, creep into said saloon from the sidewalk
 in his hands and boxes; that within three minutes
 thereafter the said John see got out of said saloon
 pursued by defendant where upon said Officer Sully gave
 chase and captured him
 Charles defendant charges the said Charles M'Dougall, Charles Seer
 and John see with acting in concert with each other and with
 attempting to take and carry away the above described property
 from before me
 this 12 day of June 1888

Police Justice
 to be discharged
 I order n

There being no sufficient cause to believe the within named
 quality of the offence mentioned, I order n to be discharged
 Police Justice

I have admitted the above named
 to bail to answer by the undertaking hereto annexed.
 Dated 1888
 Police Justice

It appearing to me by the within depositions and statements that the crime therein mentioned has been
 committed, and that there is sufficient cause to believe the within named
 guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of
 Hundred Dollars and be committed to the Warden and Keeper of the City Prison
 of the City of New York, until he give such bail.
 Dated 1888
 Police Justice

Police Court, District

THE PEOPLE, &c.,
 on the complaint of

Offence—LARCENY

1
 2
 3
 4

Date 1888

Magistrate

Witness, No. Street, No. Street, No. Street, to answer Sessions.

1888

1888

1888

1888

0902

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 41 years, occupation Police-man of No. 19th Street

being duly sworn deposes and says, that he has heard read the foregoing affidavit of Joseph Brennan and that the facts stated therein on information of deponent are true of deponents' own knowledge.

Sworn to before me, this 12 day of June 1886

William R. Kelly

W. J. Omer
Police Justice.

0903

Sec. 198-200.

CITY AND COUNTY OF NEW YORK, } ss

_____ District Police Court.

Charles M'Donogh 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

Charles M'Donogh

Question. How old are you?

Answer

Twenty Years

Question. Where were you born?

Answer.

New York City

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

Answer.

1964 - 5th Avenue, About three years

Question What is your business or profession?

Answer

Book-buyer

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 know nothing about it.
Charles M. Donogh

Taken before me this

12

day of

June

1888

supreme

Police Justice.

0904

Sec. 198-200.

CITY AND COUNTY OF NEW YORK, ss

2 District Police Court.

Charles Secor 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 *Charles Secor*

Question. How old are you?

Answer *Seventy-three years*

Question. Where were you born?

Answer. *New York City*

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

Answer. *No 1955-3 Avenue, Ten years*

Question What is your business or profession?

Answer *Bar-Keeper*

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 know nothing about it - Charles Secor.*

Taken before me this

day of *June*

12

188*8*

W. J. Secor

Police Justice.

0905

Sec. 198-200.

2 District Police Court.

CITY AND COUNTY OF NEW YORK } ss

John Lee 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 John Lee

Question How old are you?

Answer Twenty-eight years

Question Where were you born?

Answer New York City

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

Answer No 546 West 56th St. About three months

Question What is your business or profession?

Answer Painter

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

John Lee

Taken before me this

day of

Jan
1938
1938

Police Justice

0906

Police Court 839 District.

THE PEOPLE, &c,
ON THE COMPLAINT OF

Joseph A. Brennan
11389 Broadway

Charles M. Tynall

John

John

Offence harassment

Dated June 12 1886

William J. Power Magistrate.

William Kelly Officer.

29th Precinct.

Witnesses Call the officers

No. _____ Street.

No. _____ Street.

No. _____ Street.

\$ 1000.00 each to answer G.S.

Case

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 Charles M. Tynall guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of One Hundred Dollars and be committed to the Ward and Keeper of the City Prison of the City of New York, until they give such bail.

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by Daniel Patterson

Residence 334 Grand Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Police Justice.

Wm. J. Power

1886

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

Dated _____ 1886

Police Justice.

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

Dated _____ 1886

Police Justice.

0907

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

THE PEOPLE OF THE STATE OF NEW YORK,

against

Charles McDonald
Charles Secor and
John Lee

The Grand Jury of the City and County of New York, by this indictment accuse *Charles McDonald, Charles Secor and John Lee* of the crime of GRAND LARCENY IN THE *second* - DEGREE, committed as follows:

The said *Charles McDonald, Charles Secor and John Lee*

late of the First Ward of the City of New York, in the County of New York, aforesaid, on the *twelfth* day of *June* - in the year of our Lord one thousand eight hundred and eighty-*six* at the Ward, City and County aforesaid, with force and arms, in the *morning* - time of the same day, *one* -

(\$25.60)

promissory note for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of twenty dollars, and of the value of twenty dollars - ; *two* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of ten dollars, and of the value of ten dollars *each* ; *five* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of five dollars, and of the value of five dollars *each* ; *three* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of two dollars, and of the value of two dollars *each*; *twenty-five* promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of one dollar, and of the value of one dollar *each* ; *one* promissory note for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of twenty dollars - ; *two* promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of ten dollars *each* ; *five* promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of five dollars *each* ; and divers coins, of a number, kind and denomination to the Grand Jury aforesaid unknown, of the value of *twenty-five*

dollars and fifty cents.

of the proper moneys, goods, chattels, and personal property of one *James Mc Dermott*, then and there being found *from the person of the said James Mc Dermott* then and there feloniously did steal, take and carry away, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

RANDOLPH B. MARTINE,
District Attorney.

0908

BOX:

223

FOLDER:

2191

DESCRIPTION:

McGill, Edward

DATE:

06/11/86



2191

0909

H. J. ...
W. A. ...
W. A. ...
W. A. ...

Counsel, *H. J. ...*
Filed *11th* day of *June* 188 *6*.
Pleaded *Guilty (2)*

Section - 17 - Penal Code
vs. *Edward McKeene*

RANDOLPH B. MARTINE,
Attorney
Charles ...
A True Bill.
James McKeene

Wm. ...
19 March 1886

Witnesses:

...
...
...

COURT JOURNAL
DISTRICT COURT RECORD

ENTERED AT THE POST OFFICE AT NEW YORK, N. Y., AS SECOND CLASS MATTER.

Vol. V.—No. 7.

NEW YORK, TUESDAY, MAY 25, 1886.

Price 10 Cents

PEET & PITCHER.

PRIMA-FACIE PREVARICATIONS.

PREYING ON THE PUBLIC.

PRODIGIOUS PRODIGALITY.

PALATIAL PARVENU.

Points to Make Them Pause.

Copyrighted May 25th 1886.

An exposure of the compilations sworn to by Peet and Pitcher, the president and secretary of the United States Mutual Accident Association, appeared in the COURT JOURNAL on the 20th of March last year. Frequently since then we have been asked and even urged by members who have written to us on the subject to publish the truth about this company, and give them that knowledge of its affairs and standing which the daily press does not supply. We feel complimented by the trust they have in our truthfulness, and in answer to our numerous correspondents proceed to examine the annual statement of this concern for the year ending December 31, 1885. Our legal subscribers will recollect that these parties sent notices to their offices, offering to insure them for \$3 because they were lawyers, and it was the audacity of such a proposal that led us to undertake two heavy buckwashing jobs for their benefit. We now offer the results of our third investigation, supplemented by the criticisms of four esteemed and reputable gentlemen intent on better management and determined that the trickery of Peet and Pitcher shall not escape public scrutiny.

The COURT JOURNAL in this, simply claims the right of examining the annual statement on file at Albany of any and all, and particularly this modern gigantic swindle, the United States Mutual Accident Association of this city, and letting Messrs. Peet and Pitcher, the compilers of that document, talk for themselves.

Peet and Pitcher, "the distinct and original," to use their self descriptive

words, are the association. They charge the members five dollars admission fee, one dollar in annual dues, and make assessments to pay the death and accident losses. In their annual statement for the year ending Dec. 31st, 1885, an exact transcript of which with the signature of Mr. R. A. Maxwell, superintendent of insurance and the seal of New York State has been sent to us from Albany, they swear that their total collections were \$372,280, but they also swear that they paid out \$375,028 or \$2,748 more than they received. This association always does pay out more than it collects, and has a tear in its eye for the widow and orphan. Notwithstanding the fact that the disbursements exceeded the income by \$2,748, Peet and Pitcher swear that they accumulated a reserve fund of \$9,148, "created by surplus from assessment funds." Their statements about this same hypothetical and impossible reserve have nothing fixed or stable in them, for their printed circulars, dated Nov. 21st, 1885, and still distributed broadcast, place the reserve at \$42,747. Evidently it dwindled very fast in those five weeks, and at the same rate there must be by this time an alarmingly large deficit.

Figures never lie. So Peet and Pitcher confidently think, and we believe them—we mean the figures, not the men. Their sworn statement contains this strange problem in mathematics: First, they paid out of assessments \$2,748 more than they collected; secondly, from what remained they took \$9,148 and placed it to the reserve; they then took \$96,906 from the final remainder, and "used it in the expenses of the management." Mark the arithmetical progression! Nothing to begin with, but the more they take from it the more remains. When they have done subtracting they finally make oath, and say they have \$22,292 in cash left, and that sum is in the bank! What a thing learning is to be sure. Men have puzzled their brains for thousands of years trying to square the circle and discover the fourth dimension of space. But here is a problem in simple subtraction would make all the great geometers arch their brows and think.

Figuring out their statement more accurately we find that the sum taken from the assessments and used in the management was not \$96,906 as they depose, but \$137,989. In other words the admission fees and annual dues amounting to \$78,910, WERE NOT SUFFICIENT TO PAY THE RUNNING EXPENSES, as is the case in other co-operative companies, but after using up all the revenue from these

sources they appropriated nearly twice as much more from the assessments. Put plainly, it cost \$216,899 to repay the dupes insured in this Association \$158,129 in settlement of their claims.

All actual losses, paid for deaths and injuries during 1885, were \$158,129; and as Peet and Pitcher state that none of the dues, admission fees or assessments were returned to members, it is a mystery how "the Association appropriated the remaining \$216,899 for all classes." We can readily believe that Peet and Pitcher did "appropriate" this money without their swearing to the fact.

Fifteen deaths occurred among the members, but only ten claims were paid. For information on the five unpaid claims Peet and Pitcher tell all enquirers to "see Schedule A and supplement to the same." But that schedule, like two others to which they make repeated reference, is left perfectly blank.

Contradictions between their annual statement and their printed reports in circulation are too numerous to count. Never lie unless you tell a good one is the policy of Peet and Pitcher. Among examples of death losses recently paid they give the policy of Lyall Kirkendall, of Hamilton, Ont., at \$3,000, and that of Mrs. Hoyt, of Chicago, at \$10,000. Their SWORN statement says the former policy was \$2,500, and the latter only \$5,000. Furthermore, as Peet and Pitcher in their separate editions of veracity, given under their own sign and seal, apply to both these members entirely different names and spell the first in several ways, there is in the minds of people a reasonable doubt whether these persons existed or such claims were paid.

They claim to have had in force December 31st, 1885, 27,312 certificates, insuring \$132,593,500, and we would scarcely believe them, even under oath, but we remember a philosopher said that men are mostly fools. This throng, allured to the gorgeous bubble, are divided into classes, ranging from A to E, the first alphabetical group being called preferred risks. To these they promise that the annual charges, after the first year, will never exceed one dollar in dues and six assessments of two dollars each, making \$13 in all. So it stands in the enticing printed circulars spread around industriously to trap the unwary Peet and Pitcher, however, supply the proof and swear it is correct, showing that members in the preferred class paid last year \$17.43 in assessments. And in "B" class 706 members paid \$22.82 each! Class "C" with 632 members, paid \$27.31 each! And they

made eleven assessments on the 374 members in class "D" and collected from them \$16,167, or the sum of \$43.20 each! They swear they did.

We do not wonder that 9,245 members, nearly one-half of those in the Association at the beginning of last year, dropped out and let their policies lapse, having had quite enough of it.

An examination of their figures as to the number of members in each class presents startling results in simple addition. For instance, they had in class "AAA" on December 31st, the year previous 7,519 members; and between new members taken and those lost the Association gained 1,172 last year, making 8,691 in this class; but these arithmeticians make the total 8,769. In class "AA" they make a mistake of 97 too much in adding up a simple sum; in class "AAA" there is an excess of 88; and in class "B" an excess of 15. Adding up the number in class "A" say that 632 and 18 is 701.

be 650 before their new rule was discovered. They swear "E" that 9 and 6 is 16. Fair self did not multiply his enemies as Peet and Pitcher can increase members.

To ascertain from honorable and intelligent gentlemen how the company was managed by Peet and Pitcher, I saw Mr. Earle at his Hotel, corner of Canal and Centre Streets. Mr. Ferdinand P. Earle said:

"I am glad to see you, and will help you all I can in exposing their methods of doing business. I always took considerable interest in the Association, being one of the members, and wished to see the business conducted in an honest way. All my efforts were towards economy, for it seemed to me the concern was too carelessly and expensively managed. Mr. Pitcher objected to what he called prying into his business, and though I was a director I could never find out how things were going, in fact I was told it was none of my business. Pitcher was determined to get rid of me and Mr. Buckley, and before the last annual meeting he sent around and got all the proxies he could and packed the meeting with his own friends and those of the agents, and by a party vote of an unfair and clandestine nature he dropped Mr. Buckley and myself from the board of directors. It was not until two weeks afterwards that I heard that the annual meeting had been held, and that the rascals had voted us out and put in two of their relatives in our places. Pitcher made himself a director and so gets another grab at the purse. The Association is a concern of brother-in-law. First, there is Peet and his brother; then William B. and his two brothers-in-law; then William B. Smith, the attorney for the association and one of the ring, and then William B. Wade, a friend of Pitcher, and in with him. So they have the thing in their own hands and do as they please. Well, I am out of it,

[Continued on page 462.]

and glad I am. The change of directors was made so that Pitcher & Co. might have free license for everything they do. I understand the business is in a very bad shape; how bad I don't know. You had better see James S. Leeds as to that. He has figured things out pretty well and got everything down in writing. Mr. Leeds was at the director's meeting just before the annual meeting, and wanted to get a resolution passed fixing Pitcher's salary at \$25,000 a year, but the bare idea of such a thing had a howl and the mob gave him no chance to speak. They must have had a riot at the annual meeting. I am sure there was almost a riot. Pitcher is making over \$50,000 out of the Association, for he gets all the annual dues of one dollar a member in lieu of salary, and he don't care what class of risks is taken so long as he gets his money. Nor does he care how long a policy remains in force; it may lapse the next day, that is all the same to him; all he wants is his dollar. He lives in the greatest luxury, and I think he spends all he makes. He has a splendid house and grounds at Short Hills, New Jersey, and is the nabob of the place. Besides keeping game on his grounds he has one of the finest conservatories in the country, and at the flower show on 28th Street, some months ago, Pitcher had the most elaborate collection exhibited. Only six or seven years ago he was a clerk in a store. Now, the fraud is rolling in wealth and resents the enquiries of honest men associated with him in the company when they want to know how he acquired this money. As I said, I am very glad I am no longer among the directors whose actions, to say the least, are open to grave censure. I have no animosity against anyone in the company, on the contrary would like to see them get on well, but there is no hope of it. You had better call on James Buckley, of the Erie Railway, and Gus Lansing, who know more about the company than I do. But see particularly James S. Leeds, who knows more than any of us, and will give you a written and signed statement as to the facts. But come back and see me again, and I will give you any additional information I can get.

Mr. Earle added, when revising this copy, which was submitted to him for his correction and approval:

"You may modify that word 'fraud,' for Pitcher is a tricky, unscrupulous man, and I don't wish to get into any trouble with him. I decidedly object to the extravagant way he advertises the company so that he can get more dollars. As to the resolution Mr. Leeds wanted passed fixing Pitcher's salary at \$25,000 there is no hope of getting adopted while it is opposed by Pitcher."

"You may modify that word 'fraud,' for Pitcher is a tricky, unscrupulous man, and I don't wish to get into any trouble with him. I decidedly object to the extravagant way he advertises the company so that he can get more dollars. As to the resolution Mr. Leeds wanted passed fixing Pitcher's salary at \$25,000 there is no hope of getting adopted while it is opposed by Pitcher."

Mr. Earle added, when revising this copy, which was submitted to him for his correction and approval:

"While I am on the board of directors I don't wish to place myself in hostility to the company, that is, outside of our meetings. When I want to fight and get the papers to help me I will go outside. For a long time I have been opposed to the way the business is carried on. Mr. Earle and Mr. Buckley were directors for years, and are cognizant of the affairs of the company during their terms. I was at the last annual meeting. The meeting began with complimentary allusions to the officers, and many compliments were passed to and fro. When the question was asked Mr. Pitcher what salary he received, he arose and said that the by-laws fixed his salary at \$1,000 each policy, and as to the amount of his salary yearly that was a matter so plain that one that runs might read. I thought his answer very unbusiness-like and unsatisfactory, and rose to say so when somebody got up behind me and moved the adjournment of the meeting. The motion was carried amid great tumult, and of course that ended all discussion. We got no information whatever about the business, not even from the annual statement, which was read in a hasty manner. I must say I have never seen

that statement and don't know what it contains. I have been a director some six or seven years and will be for two years more. The losses last year to the best of my knowledge were about \$160,000 in all. What is meant by the words 'otherwise appropriated' in each class \$216,899, I don't really know. That is certainly entered as expenses, but I have no knowledge of the matter and don't understand what could have become of so much money. I believe the company is organized on the right principles but it is managed. It is true that the President gets \$5,000 a year, and that the directors are paid \$500 each. I would defend paying the directors that amount, as they each have four months on the claims committee, and much work in connection with the company. The President ought also to be allowed something for his services. Though I am a director I may say again that I have never seen the annual statement, and it is evident from what you tell me that I don't know as much about the company as you do."

Mr. James Buckley, of the Erie Railway, said: "The proceedings at the last annual meeting were disgraceful, and were an attempt to cover up the management. That is evident, though I do not know what Pitcher is trying to conceal. One thing is certain, the company is most extravagantly managed. I was dropped from the board of directors because I wanted to know too much. The fact of the matter is that neither as director nor at the present time do I know the real state of the company's affairs. I should like to see a more economical management introduced."

Mr. Gus Lansing said: "I will give you all the possible help I can in this matter. You are only doing what I was myself working out in another way. I am glad to see you take this step, for the company is rotten and needs turning over; and when I say rotten, I mean that people who adopt bad methods have to do bad things to cover them up. Peet has his brother, and Pitcher has himself and two brothers-in-law on the directorate, and that too when there are over 27,000 members to choose from. It is a piece of nepotism, nothing else."

We offer our readers this examination of the United States Mutual Accident Association and the comments of these able financial critics on its business, believing that the exposure is in the public interest and will draw down upon the concern the just condemnation it deserves.

VICKERMAN & CO.
ENGLISH TAILORS.

Within the last ten years the tailoring art in this country has been carried to a state of perfection never before attained by any other nation. The tailor of to-day must be able not only to fit his customers properly, but he must so blend the artistic with the practical that his most careless patron may feel assured that—whatever may have been his selection of material and style—he will receive a garment perfect in every detail. Men are not like women; the sweeter sex have a natural taste of their own and can dictate to their dressmaker exactly what they wish; but men give their orders in a vague and undecided way, relying on the known ability of their tailor for detail; therefore, those merchant tailors who cannot meet this demand will soon find themselves left in the race for patronage.

There are plenty of reliable and fashionable merchant tailors on Fifth Avenue, but their rates are high. In the business part of the city the firm of VICKERMAN & CO., English Tailors, of No. 60 Nassau Street, exactly "fill the bill." In material, style and finish they excel, and their rates are more reasonable than elsewhere. For \$25 they furnish a most elegant and neat Prince Albert Coat and Vest, made in the very "tip of the fashion." For the same figure they furnish entire suits of Scotch homespun or Ayrshire. Suits of Bannockburn are made up for \$20 and \$25 respectively, and their English Serge Suits, fast colors, cost but \$20. Vickerman & Co afford gentlemen an opportunity of dressing stylishly, at moderate cost. Those interested should call and prove the truth of the assertion.

CARPENTERS AND BUILDERS.

The well-known firm of PRINDELL & HUNTER, Carpenters and Builders, have removed to No. 49 Ann Street, from their former stand 115 1/2 Waverly Place, near Sixth Avenue. The present unfortunate season of "strikes" interferes considerably with contracts for the construction of buildings. Messrs Prindell & Hunter can take such however; and they also do all kinds of jobbing.

It is, however, more immediately with reference to mercantile work, such as fitting up and altering stores, that the present notification is sent to the business public. Those contemplating dissolutions of partnership, or changes of style of firm during the year 1886, should not forget the fine facilities of Messrs. Prindell & Hunter. Their special supervision is given to all work undertaken, and being prompt and reliable in all transactions they always give satisfaction and their services are highly endorsed by all those who have engaged them, and their work has gained an excellent reputation for its substantial character and reliability. Their new workshop is very neatly arranged and fitted up, employment being only given skilled and experienced workmen. Messrs. Prindell & Hunter are highly esteemed by the community for their ability and integrity, and have always identified themselves with any movement conducive to the general interest and welfare of their fellow citizens.

It is a matter of the greatest importance after the sad experience of the Buddenseick order, that all buildings should be erected with the greatest care and of good material, and those contemplating the erection of dwellings, stores, etc., will promote their own interests by confiding their contracts to Messrs. Prindell & Hunter, who, though not the most extensive in the trade, are justly classed among the most responsible and reliable carpenters in New York. They are practical, experienced and thoroughgoing men, and in every respect worthy of being recommended. Further comment is unnecessary.

They have occupied the present stand since May 1st, and have had a valuable experience in the trade.

SANITARY PLUMBING.

The mistake made by most persons having dealings with plumbers, is in considering them mere mechanics, who ought not to be allowed any discretion in doing a piece of work. The truth is the plumber ought to rank with the engineer, the architect or other professional men. He is properly a house physician, and when we reflect how much is expected of him, it will be seen that no mere artisan could fill the bill. Most ordinary mechanics nowadays require only enough brains to put together machine made work; the plumber must think, plan and study constantly. He must work with his own hands and exercise ingenuity and common sense to overcome difficulties. In making repairs and ferretting out blunders he must use great sagacity. He supplements the architect and builder, and anticipates the physician by removing the causes of disease!

Our people of New York are becoming alive to the dangers which threaten their welfare, and which can only be removed by the plumber. He alone can be relied upon to destroy those terrible scourges—diphtheria and typhoid. Board of health and sanitary regulations will not suffice, if capable plumbers are frowned upon and discouraged. If the public desire good work they can get it in this as in any other line of business. Apropos of this subject we may refer to the competent and well known Plumber and Gas Fitter, Mr. T. B. KING, of No. 36 John Street. He has had many years of valuable experience, and is an authority in matters appertaining to ventilation and Sanitary Plumbing.

Mr. King is in every sense thorough, competent and efficient, and may be unhesitatingly recommended.

THE CONFECTIONERY TRADE.

As readers are aware the authorities of this city have of late been moving in a vigorous fashion upon the people who are guilty of adulterating articles of general consump-

tion. It has been found that adulteration far more prevalent than deemed possible scarcely a single article of general use free from it.

The Confectionery trade has had its share of sinfulness in this respect, as all clearly shown by the "Court Journal." It concerns in that business, therefore, close sifting, and it is a pleasure to find which can be highly endorsed. The and spacious stand of Mr. P. J. LAW at No. 271 Eighth Avenue, between 23d and 24th Streets, is the elegant and attractive stand on this avenue for the manufacture and sale of Pure Confectionery and Cream. The place was being fitted up almost immediately opening, when the representative of the "Court Journal" called May 21st.

The best material only will be purchased hence Lawler's fine Confectionery may be commended as pure, safe and desirable public may, therefore, feel confident sending their orders to the neat and attractive store No. 271 Eighth Avenue.

The store has an elegant show window newly furnished, brilliantly illuminated and bears every indication of coming prosperity and success.

The Bon-Bons, Caramels, etc., will be obtainable in pure and wholesome form. The Ice Cream, with fruit flavoring, will be sold at 35 cents per quart. Everything Lawler's elegant stand indicates a certain success.

MAGUIRE'S DINING ROOMS.

Information for the public in regard to MAGUIRE'S new Dining Rooms, No. 380 Avenue, between 27th and 28th Streets, being given we find that the business has been only open there for a few weeks. Mr. Maguire purchases best of everything in the way of Meat, Fish, fowls, etc., and no other restaurant on Third Street furnishes so excellent a bill of fare for the charge. The new Dining rooms are named "Lorenza" in compliment to the popular Lorenza flats near by. For the better accommodation of the public, waiters, clerks, and salesmen the dining-rooms kept open night and day. Commutation tickets disposed of for \$2.50, giving \$2.75 worth of food, is a saving of 20 per cent to the purchaser.

It is almost wonderful to contemplate the magnitude which the restaurant trade has attained in this city when compared with the limit to which it was described a few years ago. Probably no business has such a rapid growth, and this increase must be ascribed to the enterprise and efforts of those connected with the trade, and who, like Mr. Maguire, desire to excel therein. We predict for Mr. Maguire and deserved success.

THE PHOTOGRAPHIC ART.

By moderating the action of the blue and violet light upon a sensitive photographic plate, remarkably accurate tone values in photographs of objects have been attained in this country. Dr. BLOCH of Germany, and other European photographers similar processes. The difficulty with the process that the time required for exposure is greatly increased. This is not a matter of much importance when of paintings or colored prints are to be made, or when a photograph is desired of a landscape from nature, or moving objects; but it makes portraiture difficult if not impossible. And yet there is no field of photography where the production of true tone values is more desirable. It will be a strange thing if the success already achieved in orthochromatic photography, means are not found to quicken the plates as to permit their use in the portrait gallery.

An important fact to those interested in Photography is the opening of a large and splendid gallery Sixth Avenue, above 21st Street, New York, by BENOIT BLOCH, the well known Photographer, No. 179 Myrtle Avenue, Brooklyn. Mr. Bloch now conduct both establishments. The public of New York, however, interested in his unrivalled work not have to journey to Brooklyn for the same.

Mr. Bloch is very popular with the community in consequence of his anxiety to avail himself of any improvement or invention, that may be brought forward. His whole appliances and apparatus used by Mr. Bloch is of the newest and best, and indeed comprises a perfect establishment of the kind as can be found in any city. All photographs are taken by the instantaneous dry-plate process, which insures rapid work and away with the disagreeable smell of ether and alcohol, which is characteristic of studios operated by old methods. Portraits are executed in the latest style of art, from locket to life-size, from original figures or from life; at very low prices, satisfaction guaranteed in all cases.

The new gallery is most elegantly fitted up, centrally located, and every way inviting. We predict for Mr. Bloch much and deserved success.

The Court Journal and District Record is now for sale at all the Elevated Railroad Newsstands, hotels and news stands around the court house. Price 5 cents.

0912

TORN PAGE



STATE OF NEW YORK
Insurance Department

Albany,

March 20,

1888.

William Bro. Smith, Esq.,

United States Mutual Acc't Ass'n,

320 Broadway, New York City.

Recd 3.27.88

Dear Sir:- I comply with your request of the 16th inst. by sending you herewith a certified copy of the annual statement of your Ass'n to this Dept. for Dec. 31, 1887, and a certified copy of the report of Messrs. Shannon & Horan on their examination of your Ass'n in February, 1888, schedules excepted. Fees for same, \$12⁰⁰/₁₀₀, which please remit by check payable to my order as Supt.

Yours very respectfully,

H. C. Woodford

Superintendent.

0913

COURT OF GENERAL SESSIONS.

THE PEOPLE, &c.

vs.

Edward McBill

BRIEF OF FACTS.

Edward McBill

For the District Attorney.

Dated *March 24* 1888.
Edward Gosse

Deputy Assistant.

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COURT JOURNAL
AND
OFFICIAL

District Court Record.

EDWARD MCGILL & CO., Publishers, 21 Park Row, (Rooms 27, 28 & 29,) New York.

Expose of the U. S. Mutual Accident Ass'n

320 BROADWAY.

NOW READY AND FOR SALE HERE

AND ALL MANHATTAN ELEVATED R. R. STATIONS.

0915

Geo. M. Curtis,

Counselor at Law,

261 Broadway,

New York.

March 22nd 1888

Ascend by Elevator.

Hon. John R. Fellows -
District Attorney
Dear Sir -

I have been trying for about a year to get a trial in the case of People vs. Mc-Gill (Lind) and I don't seem to succeed very well. I respectfully submit that Mr. Mc-Gill ought to have a speedy trial or that the indictment against him should be dismissed. The Court has repeatedly ordered the case on for trial but -

0916

Something always prevents
it being on the Calendar
on the day designated.

I know it is only necessary
to call this matter
to your attention - to secure
early redress.

Yours truly
Geo. W. Carter

0917

District Attorney's Office.

PEOPLE

vs.

Edward M. Gill

Libel.

Examine Report
as to whether
case is one
for dismissal.

July 13/87

V. M. Davis
Att'y D.A.

John Parker.

09 18

THE COURT JOURNAL

—AND THE—

United States Mutual Accident Association.

Several notices that recently appeared in this Journal about the character and management of the United States Mutual Accident Association were published by us in good faith, but upon an investigation of the facts we find that the very criticism made upon the Association has been the means of bringing to our knowledge information as to the status and management of the Company to a more creditable degree than we had expected. We find the Association by its report for this year a staunch and reliable institution. From a circular of the Company giving a summary of the business for the year 1884, we find that it had in force December 31, 1884, 20,021 Policies as against 15,329 for the previous year; Insurance in force \$96,970,750, as against \$73,577,750 for the previous year; that the Association has paid altogether over 4,000 claims amounting to nearly half a million dollars, and closed the year with assets amounting to \$43,122.77; that it had no valid claims contested or unpaid at the close of the year; that the cost for \$5,000 Insurance and \$25 weekly indemnity in preferred occupation has never exceeded \$13 a year. The Association transacts its business under the laws of the State of New York, reports to the Insurance Department, and the business affairs of the Association are thoroughly examined by bank experts annually. We further find that the Association has gained an immense popularity in this city and throughout the whole country by furnishing insurance at extremely low rates, and we believe that it is honestly managed and deserves the patronage of the insuring public.

From the Court Journal and District Court Record.

09 19

GOOD WORDS.



Accident Insurance
That Insures.

A Few Extracts from the
Reports of the Insurance Departments
Of New York, Connecticut and Ohio.

The following are extracts from reports made by the Superintendents of Insurance and Examiners of the Insurance Departments of the States of New York, Connecticut and Ohio.

These reports were made after careful examinations into every detail of our business and every item of our accounts, and we submit them for careful perusal by our members, and all who desire reliable Accident Insurance at cost.

Insurance Department of New York.

"This Association was incorporated October 11th, 1877, under Chapter 319, Laws of 1848, and re-incorporated March 11th, 1884, under Chapter 175, Laws of 1883, and transacts the business of Accident Insurance on the co-operative or assessment plan. Its income is derived from a membership fee of five dollars, annual dues of one dollar, and an

0920

assessment, when needed, of two dollars on each member. Ninety-two per cent. of its membership is in the preferred divisions, on whom six assessments per annum have been heretofore levied, the more hazardous risks being assessed from seven to ten times a year. **The receipts from these sources have been found sufficient to meet all demands thus far, and will probably be more than sufficient hereafter.**

"The cash books have been examined from the commencement of business in 1877 up to date, and the entries thereon verified by comparison with the registers and vouchers, and found correct. **The books, vouchers and records are kept in excellent order, and proper safeguards are provided for the protection of the funds of the Association.**

"At the Annual meeting held on the 24th instant, (February 1886) important amendments to the By-Laws were adopted, the full text of which is contained in Exhibit 'C,' filed herewith. One of these amendments is to the effect that hereafter 'the expense of conducting the business of the Association shall be limited to the admission fees and assessments, or proportion thereof, ordered expressly therefor.' The propriety of adopting this amendment is obvious, and its introduction by the officers of the Association indicates a disposition on their part to deal honestly with the members.

"The maximum amount of insurance on any one life is \$10,000, and the Association is in a condition to pay its losses in full. **All just claims have been promptly paid, while proper measures have been taken to prevent loss to the Association through fraudulent claims.**"

NEW YORK, February 27th, 1886.

Insurance Department of Connecticut.

"I was both surprised and gratified to find your Association working under the most thorough and complete business system I have ever been called upon to investigate—bearing evidence that a master mind is at the head of its management.

"It seems to me that no more perfect system could be devised than you have in operation in every department, and your success when hundreds have failed, in establishing one of the most difficult branches of underwriting, viz: Accident Insurance, upon a most excellent financial basis, demonstrates to me that few, if any mistakes, have been made in your business policy, and a continuance of the same in future, under the same management, must produce results equally satisfactory.

"STATE OF OHIO,

INSURANCE DEPARTMENT, (OFFICE OF SUPERINTENDENT),
COLUMBUS, Ohio, August 4th, 1886.

JAMES R. FITCHER, Secretary,

THE UNITED STATES MUTUAL ACCIDENT ASSOCIATION, 320 BROADWAY, N.Y. CITY.

My Dear Sir:—Upon a review of my recent examination of your Association, I cannot refrain from expressing to you my entire satisfaction over its results. I could not conceive in the immense detail of an Association like yours, (having a membership of over 30,000), that the work could be so systematically conducted. I found your books and accounts a model of correctness, even in the minutest detail of your management, and with the careful, honest and economical management that has heretofore controlled the affairs of your Association, I see no reason why its success should not be doubly assured. With kind regards, I remain

Respectfully yours,

HENRY J. REINMUND,
SUPERINTENDENT.

0921

GOOD WORDS.



Accident Insurance That Insures.

Report of the Insurance Department OF NEW YORK.

THE report of which a certified copy is printed below was made to the Insurance Department of the State of New York by Messrs. Shannon and Horan, respectively Chief and Assistant Examiner of the Department, after a careful examination into every detail of our business, and every item in our accounts from the date of our incorporation in 1877 to the date of the report. We submit this report for careful perusal by our members, and we commend it to the notice of the Stock Company whose agents have been so industriously engaged for years past in endeavoring to stem the tide of our success by distributing anonymous circulars questioning the honesty and integrity of the management of the Association, its ability to pay its losses, and the fact that it pays its losses promptly.

Perhaps in the future this particular Company, with the aid of the organs it apparently controls, will endeavor to conduct its own business on its own merits—if it can, and refrain from its unworthy and dishonorable methods of the past. Perhaps; but anonymous libeling has a charm for some people. We cannot compete with any one in this delectable occupation. We have no desire to; but we can overcome our enemies every time when the honest truth and hard facts are the weapons handled.

0922

The examination on which this report is based was made in the regular order of business of the Insurance Department. It was made by gentlemen well qualified for the duty; and the officers of the Association are deeply grateful to these gentlemen for the thorough and courteous manner in which they conducted the examination.

To the Hon. ROBERT A. MAXWELL, Superintendent Insurance Department, Albany, N. Y.

Sir:—In compliance with instructions contained in appointment No. 498, the undersigned have made an examination of the condition and affairs of THE UNITED STATES MUTUAL ACCIDENT ASSOCIATION of New York, and respectfully report as follows:

"This Association was incorporated October 11th, 1877, under Chapter 319, Laws of 1848, and re-incorporated March 11th, 1884, under Chapter 175, Laws of 1883, and transacts the business of Accident Insurance on the co-operative or assessment plan. Its income is derived from a membership fee of five dollars, annual dues of one dollar, and an assessment, when needed, of two dollars on each member. Ninety-two per cent. of its membership is in the preferred divisions, on whom six assessments per annum have been heretofore levied, the more hazardous risks being assessed from seven to ten times a year. **The receipts from these sources have been found sufficient to meet all demands thus far, and will probably be more than sufficient hereafter.**

"The cash books have been examined from the commencement of business in 1877 up to date, and the entries thereon verified by comparison with the registers and vouchers, and found correct. **The books, vouchers and records are kept in excellent order, and proper safeguards are provided for the protection of the funds of the Association.** The financial condition of the Association is set forth in Exhibit 'A,' annexed hereto.

"A copy of the By-Laws, marked Exhibit 'B,' is also annexed. At the Annual meeting held on the 24th instant, important amendments to the By-Laws were adopted, the full text of which is contained in Exhibit 'C,' filed herewith. One of these amendments is to the effect that hereafter 'the expense of conducting the business of the Association shall be limited to the admission fees and assessments, or proportion thereof, ordered expressly therefor.' The propriety of adopting this amendment is obvious, and its introduction by the officers of the Association indicates a disposition on their part to deal honestly with the members.

"A Reserve Fund has been created which amounts to \$9,148.08, and which, under the amendment above referred to, ought to grow rapidly at the rate of \$30,000 to \$50,000 a year, thereby insuring the security of certificates.

"The maximum amount of insurance on any one life is \$10,000, and the Association is in a condition to pay its losses in full. **All just claims have been promptly paid, while proper measures have been taken to prevent loss to the Association through fraudulent claims.** Copies of certificates of membership marked 'D,' 'E,' 'F' and 'G,' are annexed hereto.

"The total membership of the Association is about 27,363. Its growth in the last five years has been substantial and remarkably rapid, and is due entirely to the energy and business ability of its officers and directors, and honest dealing with its members.

Very respectfully,

MICHAEL SHANNON,
Chief Examiner.
JOHN A. HORAN,
Assistant Examiner."

0923

STATE OF NEW YORK,

INSURANCE DEPARTMENT, ALBANY, March 2d, 1886.

I, Robert A. Maxwell, Superintendent of the Insurance Department of the State of New York, do hereby certify that I have compared the annexed copy of Report on Examination of the condition and affairs of THE UNITED STATES MUTUAL ACCIDENT ASSOCIATION of New York, (dated February 27th, 1885), Schedules B, C, D, E, F and G excepted, with the original on file in this Department, and that the same is a correct transcript therefrom, and of the whole of said original.

In witness whereof, I have hereunto set my hand and affixed my official seal, at the City of Albany, the day and year first above written.

[Seal].

(Signed).

R. A. MAXWELL,
Superintendent.

NEW YORK, February 27th, 1886.

Insurance Department of Connecticut.

STATE OF CONNECTICUT,

OFFICE OF THE INSURANCE COMMISSIONER,

MR. CHARLES B. PEET, President,

THE UNITED STATES MUTUAL ACCIDENT ASSOCIATION, 320 BROADWAY, NEW YORK.

Dear Sir:—In transmitting your license to transact business in Connecticut, based upon my very thorough examination of the books, accounts and affairs of your office,—I might properly have added for your own personal satisfaction my opinion of the management and workings of your organization. When I visited your office, I was not altogether free from prejudice regarding co-operative insurance, not excepting your own company of which I knew very little,—I was both surprised and gratified to find your Association working under the most thorough and complete business system I have ever been called upon to investigate—bearing evidence that a master mind is at the head of its management.

“It seems to me that no more perfect system could be devised than you have in operation in every department, and your success when hundreds have failed, in establishing one of the most difficult branches of underwriting, viz: Accident Insurance, upon a most excellent financial basis, demonstrates to me that few, if any mistakes, have been made in your business policy, and a continuance of the same in future, under the same management, must produce results equally satisfactory.

“I think your expenditures for advertising have been fully compensated by the first-class business it has brought you, and for this reason it has my approval.

Yours very respectfully,

EPHRAIM WILLIAMS,
Insurance Commissioner.”

EXAMPLES OF DEATH LOSSES RECENTLY PAID.

E. G. Wiley of Urbana, O., killed by railway cars,	\$5,000
R. F. Copeland of Waukesha, Wis., gunshot wound,	5,000
H. I. Fellows of Albany, N. Y., drowned,	5,000
J. M. Goodhue of St. Louis, Mo., drowned,	5,000
J. H. Sledge of La Grange, Ga., R.R. accident,	5,000
Charles S. Boyd of Phila., Pa., street accident,	5,000
B. H. Badger of Fond du Lac, Wis., drowned,	5,000
Chas. J. King of Littleton, N. H., drowned,	5,000
D. C. Ballantine of Lincoln, Neb., R. R. accident,	5,000
P. J. O'Brien of New York City, injury by fall,	5,000
R. S. Lee of Minneapolis, Minn., injury by fall,	5,000
J. J. Hough of Maroa, Ill., burning of Newhall house,	5,000
J. W. Higgins of Detroit, Mich., killed by railway cars,	5,000
E. S. Raynor of Baldwins, N. Y., gunshot wound,	5,000
David Lewis of Chicago, Ill., carriage accident,	5,000
A. B. Bostwick of Toledo, O., railway collision,	5,000
E. A. Ross of Albany, N. Y., injury by fall,	5,000
John O. Murray of Macedon, N. Y., "Div. D,"	2,000
T. Richardson, Lebanon, Ill., hotel elevator accident,	5,000
E. F. Cooper of Watertown, N. Y., injury by fall,	5,000
A. H. Waterbury, Newark, N. Y., R. R. accident,	5,000
Asa Snyder of Richmond, Va., carriage accident,	5,000
P. Newhart of Terre Haute, Ind., gunshot wound,	5,000
S. E. Hopkins of Clifton, S. I., N. Y., drowned,	5,000
C. D. Myers, Roselle, N. J., accidental pistol shot,	5,000
A. S. Gregg of Trumansburg, N. Y., R.R. accident,	5,000
R. T. Johnson of Schenectady, N. Y., "Div. B,"	4,000
N. A. Kirkendale of Hamilton, Ont., "Div. C,"	3,000
Chester Clark of Waterloo, N. Y., injury by fall,	5,000
C. H. Rogers of Binghamton, N. Y., skating,	5,000
A. G. Rutland of Willoughby, O., "Div. D,"	2,000
L. Tibbitts of Oriskany Falls, N. Y., "Div. D,"	2,000
J. D. Fox of Dayton, O., accidentally shot	5,000
W. N. Felt of New Britain, Conn., killed by fall,	5,000
J. E. Willis of Woodstock, Ill., "Div. D,"	2,000
R. C. Wilson of Alton, Ill., killed in tornado	5,000
H. Hoyt of Chicago, Ill., killed by railway cars,	10,000
Henry E. Moss, Whitesville, Ga., gunshot wound,	10,000
Other Weekly Indemnity and Death losses paid,	425,000
AMOUNT PAID TO BENEFICIARIES,	\$610,000

Arthur J. M. P. Insurance

0925

New York
Court of General Sessions
of the Peace.

To
Hon John R. Fellows,
District Attorney:

Dear Sir, -

Please to take notice that
I shall move before the Honorable
Recorder Frederick Smythe on
January 12th 1888, at eleven o'clock
A. M. or as soon as counsel can be
heard to dismiss the case of
The People of the State of New York
vs Edward McGill, for want
of prosecution.

Yours Respectfully
Geo. M. Curtis
For defendant

New York Jan'y 9th 1888.

0926

Bail case, of about a year
old — not yet reached in
regular course.

New York
General Sessions

The People,
etc.,

vs.

Edward McGill

Notice
(of motion)

Geo. W. Curtis



Wm. H. ...

John R. Fellows
Dist. Atty. Gen.

Press of bail cases
not come up in its
regular order

0927

State of New York.

Executive Chamber,

Albany, July 7 1883

Sir: Application having been made to the Governor for the pardon of John Devoy, who was sentenced on June 19 1883, in your County, for the crime of Libel for the term of years and Sixty days to the State Prison at Penitentiary you are respectfully requested (in pursuance of Chapter 310, Laws 1849) to furnish the Governor with a concise statement of the case as proven on the trial, together with any other facts or circumstances which may have a bearing on the question of granting or refusing a pardon. Be pleased, also, to state the previous character of the convict. ^{Each letter of inquiry from this Department should be answered on a separate sheet.} You are respectfully requested to give your opinion of the case.

Very respectfully yours,

Wm. C. Cullen

To Hon. John McKee
District Attorney, &c.

0928

knowned July 9-83

0930

N.Y. General Sessions

The People
etc.,

against

Edward McGill

Notice of Motion

Geo. W. Curtis

Counsel for defendant

RECEIVED BY CLERK
FEB 15 1888
DISTRICT ATTORNEY
N. Y. City

To Hon. J. F. Johnson
Dist. Atty.

0931

THE COURT JOURNAL

—AND THE—

United States Mutual Accident Association.

Several notices that recently appeared in this Journal about the character and management of the United States Mutual Accident Association were published by us in good faith, but upon an investigation of the facts we find that the very criticism made upon the Association has been the means of bringing to our knowledge information as to the status and management of the Company to a more creditable degree than we had expected. We find the Association by its report for this year a staunch and reliable institution. From a circular of the Company giving a summary of the business for the year 1884, we find that it had in force December 31, 1884, 20,021 Policies as against 15,329 for the previous year; Insurance in force \$96,970,750, as against \$73,577,750 for the previous year; that the Association has paid altogether over 4,000 claims amounting to nearly half a million dollars, and closed the year with assets amounting to \$43,122.77; that it had no valid claims contested or unpaid at the close of the year; that the cost for \$5,000 Insurance and \$25 weekly indemnity in preferred occupation has never exceeded \$13 a year. The Association transacts its business under the laws of the State of New York, reports to the Insurance Department, and the business affairs of the Association are thoroughly examined by bank experts annually. We further find that the Association has gained an immense popularity in this city and throughout the whole country by furnishing insurance at extremely low rates, and we believe that it is honestly managed and deserves the patronage of the insuring public.

From the Court Journal and District Court Record.

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office of the defendant at No. 24
Park Row. I was in his employ
at the time, and know that he was
the publisher of the Court Journal
at the time the said article was
published therein.

Charles Hooper,

29 Webster St., New York,
Correspondent in the office of the U.S.
Mutual Accident Association. On
the or about the 26th of May, 1886,
at the newsstand on the corner
of Fulton Street and Broadway
I bought a copy of "Court Journal"
dated May, the 25th, 1886, and paid
10¢ for the same. It contained
an article headed "Sect & Pledge"
in reference to the above association.
I had heard of the publication of
the article, and wanted to read
it myself. That was the reason
my buying the paper.

Charles Hooper bought a copy of the paper
at ~~my~~ ^{my} office.

Michael Hammer
Commissioner for
the State Insurance
Department.

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will testify as to his examination
of the books and papers of the said
Association ^{in 1886} and identify the
report made ^{thereof} thereon, an exam-
plified copy ^{thereof} being among the
papers herein.

Henry J. Richmond,

Superintendent of Insurance
for the state of Ohio for three years
prior to 1889, will testify as to
the examination he made in
his official capacity of the affairs
of said Association and identify
the letter ^{by him} written to the Mr. Pitcher,
a copy of which is among the papers

Marcus Newberry

Attorney at Law.

heard ~~where~~ defendant threaten
to write up the association, if
it would not give him an
advertisement

James R. Pitcher,

was called upon by the de-
fendant for an advertisement

0934

Court of General Sessions.

The People
against
Edward Mc Gill

Memorandum.

I The defendant is indicted for libel upon Charles P. Peet, a director of the U. P. Mutual Accident Association, a corporation organized under the laws of this state and having its principal office in the city of New York.

II The libel is contained and published in the "Court Journal and Official District Court Record", dated May, the 25th, 1886, and set forth in the indictment. The libelous parts are underscored in the copy annexed to the Police Court papers and explained in Mr. Purith's deposition annexed hereto.

III Proof of publication by Mc Gill:

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Witnesses Stopper & Rogers.

IV Proof of ownership:

Witness Rodney P. Taylor

V Proof of malice:

Witnesses Smith, Newburg &
Fitcher.

On rebuttal:

I Falsity of allegations

Witnesses Smith, Harrison
and Rimmund.

Report of N. Y. Insurance Dep.

Letter of Mr. Rimmund.

Edward Gross
Dep. Test

0936

Court of General Sessions.

The People
against
Edward McGill

Libel

Depositions:

William Pas. Smith

Albington, Hudson Co., N.J.

I am an attorney at law, and the counsel and one of the directors of the U. S. Mutual Accident Association of the city of New York. I have read the article published in the "Court Journal" on May, the 25th, 1886, concerning the said association. The paragraphs of said article annexed to the Police Court papers marked by underlining are all either false or misleading in consequence of omissions and glibbed quotations.

In December, 1885, the defendant informed me personally that he was the publisher of the "Court Journal". He said that he had tried to get an advertisement from the association, but could not get it, and

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that he would write up the association and Mr. Pitcher.

The statement marked (1) is false in as much as it gives the figures of the report in part only and leaves out the balance on hand from the previous year, which would have shown the falsity and malice of the statement.

The statement marked (2) is absolutely false. The association never published a statement claiming that it had a reserve of \$42,747. The \$9,148 were actually in bank, being accumulations of assessments belonging to division H of the association.

The \$22,292 mentioned in statement marked (3) were actually in bank.

The figures in statement marked (4) are correct, but the expenses were legitimate and necessary to conduct the business. Witness will be prepared at the trial to show the necessity of the expenses in detail.

The quotations in statement marked (5) do not occur in any part of the reports or publications of the associations.

The facts referred to in statement marked (6) were the following: — Mrs. Kirkendall received \$900 from the associations, but in two installments, namely \$500 and \$250, the first sum before the adjudgment of the whole claim. Mr. Hoyt had two policies of \$500 each, both of which were paid in full upon the event of his death.

The statement marked (7) is false, as the rule of the State Insurance Department requires two schedules, one containing the name of the policy holder, and the other the name of the beneficiary.

The statements marked (8) are absolutely false, except in so far that the associations did actually promise that the annual charges for the preferred risks would not cost more than about \$30 annually. It has not cost more.

0940

COURT OF GENERAL SESSIONS

..... X
THE PEOPLE :
- agst - :
EDWARD MC GILL :
..... X

M e m o r a n d u m .

I. THE defendant is indicted for libel upon CHARLES B. PEET, a director of the U. S, Mutuul Accident Associa- tion, a corporation organized under the laws of this State and having its principal office in the City of New York.

II. THE libel is contained and published in the "Court Journal and Official District Court Record" dated May the 25th, 1886, and set forth in the indictment. The li- belous parts are underscored in the copy annexed to the Po- lice Court papers and explained in Mr. Smith's deposition annexed hereto.

III. P R O O F of publication by Mc Gill :
Witnesses Hepper and Roper

IV. P R O O F of ownership ;
Witness Rodney B. Taylor.

V. P R O O F of malice :
Witnesses, Smith and Newburg and Pitcher

O. N. A. R. E. B. U. T. T. A. L. :

I. Falsity of allegations : - Witnesses Smith,
Shannon and R

Report of N. Y. Insurance Dep.,
Letter of Mr. R

Edward Grasse
Dep. Asst.

0941

COURT OF GENERAL SESSIONS

.....	:	x
	:	
T H E P E O P L E	:	
	:	
- agst. -	:	L i b e l
	:	
EDWARD MC GILL	:	
	:	
.....	:	x

D E P O S I T I O N S :

WILLIAM BRO. SMITH

Arlington, Hudson Co., N. J.

I am an attorney at law, and the counsel and one of the directors of the U. S. Mutual Accident Association of the City of New York. I have read the article published in the "Court Journal" on May the 25th, 1886, concerning the said Association. The paragraphs of said articles annexed to the Police Court Papers marked by underscoring are all either false or misleading in consequence of omissions and garbled quotations.

In December 1885, the defendant informed me personally that he was the publisher of the "Court Journal". He said that he had tried to get an advertisement from the association, but could not get it, and that he would write up the Association and Mr. Pitcher.

The statement marked (I) is false in as much as it gives the figures of the report in part only and leaves out the balance on hand from the previous years which would have shown the falsity and malice of the statements!

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3

T H e statement marked (2) is absolutely false. The Association never published a statement claiming that it had a reserve of \$42,747. The \$9,148 were actually in bank, being accumulations of assessments belonging to division A of the association.

T H E \$22,292 mentioned in statement marked (3) were actually in bank .

T H E figures in statement marked (4) are correct but the expenses were legitimate and necessary to conduct the business. Witness will be prepared at the trial to show the necessity of the expenses in detail.

T H E quotations in statement marked (5) do not occur in any part of the reports or publications of the association.

T H E facts referred to in statement marked (6) were the following : Mrs. Kirkenell received \$5000 from the association but in two installments, namely \$500 and \$2500, the first sum before the adjudgment of the whole claim. Mr, Hoyt had two policies of \$5000 each, both of which were paid in full upon the event of his death.

T H E statement marked (7) is false, as a rule of the Late Insurance Department requires two schedules, one containing the name of the policy holder, and the other the name of the beneficiary.

T H E statements marked (8) are absolutely false, except in so far that the association did actually promise that the annual charges for the preferred risks

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4

would not cost more than about \$13 annually. It has not cost more.

T H E defendant never applied for information at our office. If he had desired to ascertain the truth of the matters alleged in his article, he would have received all the required information at our office. The Rate Insurance Department has made an examination of the accounts of our association covering the period from the date of incorporation in 1877, to the 26th day of February, 1886 and has found all the items of income and expense correct.

T H E defendant in the presence of deponent, and lawyer Newburg once threatened to write up the Association if it would not give him an advertisement.

ROSWELL B. TAYLOR,
158 Rodney St., Brooklyn

I am on the editorial staff of the "Trade Bureau", In or about the month of May, 1886, I had a conversation with the defendant herein in reference to the libelous article herein, in the course of which the defendant said: "Had any one else done, what I have done, he would be on the road to Sing Sing. The conversation took place in the office of the defendant at No. 21 Park Row I was in his employ at the time and know that he was the publisher of the Court Journal at the time the said article was published therein,

CHARLES HEPPER,
29 Webster St., Newark N.J.

Correspondent in the office of the U. S. Mutual

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Accident Association. On or about the 25th of May, 1886, at the news stand on the corner of Fulton Street and Broadway I bought a copy of "Court Journal" dated May the 25th, 1886, and paid ten cents for the same. It contained an article headed ; "Peet & Pitcher" in reference to the above association. I had heard of the publication of the article and wanted to read it myself. That was the reason of my buying the paper.

bought a copy of the paper at Mc Gill's office.

S . S . ROPER

MICHAEL SHANNON,
Examiner for the Rate Insurance Department.

will testify as to his examination of the books and papers of the said Association in 1886 and identify the report made thereon, an exemplified copy thereof being among the papers herein.

HENRY J. R

Superintendent of Insurance for the State of Ohio for three years prior to 1887, will testify as to the examination he made in his official capacity of the affair of said Association and identify the letter by him written to the Mr. Pritchler, a copy of which is among the papers.

MARCUS NEWBURG

Attorney at law, heard the defendant threaten to write up the association if it would not give him an advertisement

JANES R. PITCHER, was called upon by the defendant for an advertisement.

0945

State of New York, :
City and County of New York. :SS:-

I, Charles B. Peet, of No.320 Broadway in the City of New York, being duly sworn according to law, do depose and say:-

That at all the times hereinafter mentioned I was and am the President of the United States Mutual Accident Association, an organization created by and existing under the laws of the State of New York, and carryin on business in the City of New York, and I have in my said business and with and amongst my friends, neighbors and other good and worthy citizens always sustained a good name, fame, credit and reputation.

That at the times hereinafter mentioned one Edward McGill was the proprietor, editor and publisher of a certain newspaper published in the City and County of New York, known as The Court Journal and Official District Court Record, which said newspaper is a weekly newspaper, and has a large circulation in the City of New York, as I am informed and believe.

That on the 25th day of May 1886, at the City of New York, the said Edward McGill wickedly and maliciously intending to injure me in my good name, fame, credit and reputation, with and amongst my friends, neighbors and the public, and in my said business afore said, and to cause it to be suspected and believed by those friends neighbors and the public that I had been and was guilty of the misconduct and offences set forth in the Exhibit hereto annexed marked "A" which is hereby made part hereof, and to bring me into great public scandal, infamy, scorn, disgrace, contempt, hatred and ridicule, and to cause me to be shunned and avoided, did indite, write, compose, print, publish and circulate of and concerning me the false, ~~and~~ scandalous, malicious and defamatory matter set forth in the said Exhibit "A" hereto annexed, and made part hereof.

I therefore pray that said defendant may be apprehended and

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dealt with according to law.

Charles A. DeWitt

Sworn to before me this 28th :

day of May, 1886.

James Haskin
Notary Public
New York Co.

TORN PAGE

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Billboard
Police Court of *Super* General District

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Charles B. Peet
320 *Broway*

1 *Edward K. Gill*

2
3
4

531
88
Offence *Life*

Dated *June 10* 188

Michael Shannon Magistrate
370 Broway Office

Henry J. Reinwand Witness
Pattin B. Smith
Charles B. Peet

No. *320 Broway* Street

Wm Bro. Smith

No. *320 Broway* Street

Charles J. Kupper on

No. *320 Broway* Street

\$ to answer

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

Dated *188* Police Justice.

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

Dated *188* Police Justice.

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

TORN PAGE

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District Attorney's Office.

PEOPLE

et rel Chris B. Peete

VS

Edward M. Gull

Loebel

Examine &
report -
Application to
dismiss

July 13/87 P.B.M.

[Signature]

0949

District Attorney's Office,

3^d Monday
in April
PEOPLE

vs.

Edward McGill

In this case the de-
fendant has mov-
ed twice for a dis-
missal of the indict-
ment for want of
prosecution. The case
was set down peremptorily
by Judge ~~Walter~~
Carving for the 18th
inst., but owing to the
engagement of Judge
Aron, left. Counsel
and ~~George~~ ~~Charles~~ ~~Stur~~
t could not be present
last week. There
is a strong eye
on the People and it should
be tried without delay.
Edward Cross

0950

STATE OF NEW YORK.

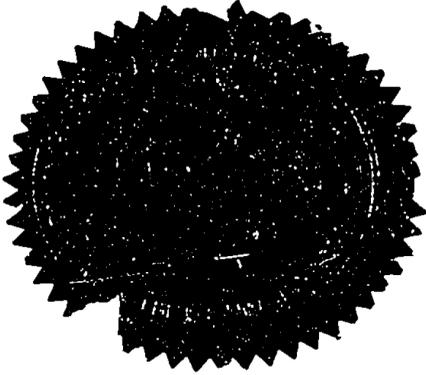
Insurance Department,

Albany, March 20th 1888

I, ROBERT A. MAXWELL Superintendent of the Insurance Department of the State of New York, do hereby certify that I have compared the annexed copy of *Report of Examiners on Examination of the United States Mutual Accident Association of New York, dated February 27th 1886,*

with the original on file in this Department, and that the same is a correct transcript therefrom, and of the whole of said original. Exhibits B to G inclusive referred to therein excepted -

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at the city of Albany, the day and year first above written.



Robert A. Maxwell
Superintendent.

0951

New York Feby . 27, 1886.

To the Honorable Robert A. Maxwell,
Superintendent Insurance Department,
Albany, N.Y.

Sir:

In compliance with instructions contained in appointment No. 498 the undersigned have made an examination of the condition and affairs of the United States Mutual Accident Association of New York, and respectfully report as follows:

This Association was incorporated October 11th, 1877 under Chapter 319, laws of 1848, and re-incorporated March 11, 1884 under Chapter 175, laws of 1883, and transacts the business of accident insurance on the co-operative or assessment plan. Its income is derived from a membership fee of five dollars, annual dues of one dollar and an assessment when needed of two dollars on each member. Ninety two per cent. of its membership is in ^{the} preferred divisions, on whom six assessments per annum have been heretofore levied, the more hazardous risks being assessed from seven to ten times a year. The receipts from these sources have been found sufficient to meet all demands thus far, and will probably be more than sufficient hereafter.

The cash books have been examined from the commencement of business in 1877 up to date, and the entries thereon verified by comparison with the registers, and vouchers, and found correct. The books vouchers and records are kept in excellent order, and proper safeguards are provided for the protection of the funds of

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TO THE HONORABLE CHIEF EXAMINER OF THE INSURANCE DEPARTMENT
STATE OF CALIFORNIA
SAN FRANCISCO, CALIF. 94102

2

the Association.

The financial condition of the Association is set forth in Exhibit A, annexed hereto.

A copy of the By-Laws marked Exhibit B, is also annexed. At the annual meeting held on the 24th inst. important amendments ~~amendments~~ to the By-laws were adopted, one of which is contained in Exhibit C, filed herewith. One of these amendments is to the effect that hereafter "The expense of conducting the business of the Association shall be limited to the admission fees and assessments or proportion thereof ordered expressly therefor". The propriety of adopting this amendment is obvious and its introduction by the officers of the Association indicates a disposition on their part to deal honestly with the members.

A Reserve Fund has been created which amounts to \$9148.08, and which under the amendments above referred to ought to grow rapidly at the rate of \$30,000 to \$50,000 a year thereby ensuring the security of certificates.

The maximum amount of insurance on any one life is \$10,000 and the Association is in a condition to pay its losses in full. All just claims have been promptly paid while proper measures have been taken to prevent loss to the Association through fraudulent claims. Copies of certificates of membership marked D, E, F, and G, are annexed hereto.

The total membership of the Association is about 28,363. Its growth in the last five years has been substantial and remarkably rapid, and is due entirely to the energy and business ability of its officers and directors and honest dealing with its members.

Very Respectfully

Michael Shannon Chief Examiner
John A. Horan.

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STATE OF NEW YORK

IN SENATE

January 26, 1886

REPORT

3

EXHIBIT A.

Statement showing the Assets and Liabilities of the United States Mutual Accident Association of New York City on February 26 1886, to wit:

ASSETS

Cash in Bank and Office on acct of General Fund	\$ 820.64
Cash in United States Trust Co on account of Reserve Fund	9,148.08
Cash in Central Trust Co Ninth Nat. Bank and Office deposited by members against future assessments	28,155.49
Assessments collectible from members on assessments now in course of collection (estimated)	42,000.00
Interest accrued on Deposits	780.00
	<u>\$ 80,904.21</u>

LIABILITIES

Unpaid death losses	22,000.00
Unpaid weekly indemnities	16,468.12
Miscellaneous bills unpaid (est.)	3,350.00
Deposits by members against future assessments	<u>28,155.49</u>
	\$ 69,973.61

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SUGGESTIONS.

Roswell B. Taylor

Direct to lawyer

1st. Witness: R. B. Taylor shortly prior to the publication of the libel complained of, was in the employ of McGill, knew him to be the publisher and proprietor of the Court Journal and at the time of the publication of the libel, was in McGill's office and had a conversation with him in relation to it. During the conversation McGill stated that if anyone else had done what he did, (referring to the publication of this article) he would be on the way to Sing Sing. Witness saw the copy of the paper and can identify the article in indictment as the one referred to.

2nd. Witness: S. Roper can testify that he knows Mr. Charles B. Peet, the ~~plaintiff~~ complainant in this case, and that he is the Peet referred to in the libel. He purchased a copy of the newspaper containing the libellous article in the office of the Court Journal.

3rd. Witness. C. T. Hopper purchased copy of the newspaper containing libellous article at the news stand at Knox Building, Broadway and Fulton St.

Is the article libellous

P. Code 902

The newspaper article complained of is a criminally libellous in its entirety (and not only is it a libel on Mr. Peet as the complainant, but also upon Mr. Pitcher and upon the United States Mutual Accident Association.)

It is libellous against Mr. Peet,

1st. IN that it charges him in connection with Mr. Pitcher with false swearing, the head line accusing him of prima facie prevarications in a statement required by law to be made under oath to the Insurance Department.

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- 2nd. In that it accuses him of preying on the public.
- 3rd. It accuses him as an officer of the Association ^{with} ~~of~~ prodigious prodigality in the management of its affairs.
- 4th. In that it accuses him of trickery in the management of the affairs of the Association and purporting to expose him to public scrutiny.
- 5th. In its pretensions of setting forth the various items of the Annual Statement of the Association to the Insurance Department, it falsely charges that Mr. Peet swore to a statement that the total collections of the Association for the year covered by the statement, were \$372,280 and that he also swore that they paid out \$375,028 or \$2,748 more than they received, when the fact is that the Annual Statement upon which this article is based sets forth the following data.

Receipts of Income.

Amount of Net or Ledger Assets, Dec. 31st. of previous year	\$32626.96	
Less Balance of deposit Dec. 31st. 1884 applied to assessments in 1885	11560.31	\$ 21066.65

Income during the year 1885.

Membership Fees received at Home Office	\$28260.84	
Mem. fees retained by agents (estimated)	24546.33,	52807.17

Annual dues, including arrears of previous years,	26103.00	
---	----------	--

Assessments,	293370.00	
--------------	-----------	--

For medical examiner's fees	00	
-----------------------------	----	--

Total paid by members,	372280.17	
------------------------	-----------	--

Interest	00	
Rents	00	

Cash received from all other sources, viz: from members		
---	--	--

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as deposits against future assessments (balance Dec. 31st. 1885)	\$20798.08	-	\$393078.25

Total			414144.90

and this false statement in the libellous article was so made deliberately and knowingly for the purpose of making it appear to those not familiar with the truth that the disbursements of the Association had exceeded its income.

6th. It is libellous in that it charges Mr. Peet with false swearing with regard to the Reserve Fund of \$9148 created by surplus from assessment funds and in charging him in connection with the Association with having distributed broad-cast, ^a circular dated Nov. 21st. 1885 which places the Reserve at \$42,747 (an absolute falsehood.) The Annual Statement already referred to shows in reply to Question 14 page 3, that the Association did have a Reserve of \$9148 and in reply to Item 7, on page 2, that that amount was on deposit in the United States Trust Co. of New York, and composed a part of the total net or ledger assets on December 31st. 1885 of \$39116.21

7th. It is libellous in that it charges him with making a false account, false swearing, " that we find that the sum taken from assessments and used in management was not \$96906 as they depose, but \$137989. In other words the admission fees and annual dues amounting to \$78910 were not sufficient to pay the running expenses as in the case of other co-operative companies, but after using up all revenue from these sources, they appropriated nearly twice as much more from the assessments, the fact being that the Annual Statement shows in detail on page 1, the items of disbursements for all purposes, including the

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payment of losses, the total amount ^{being} \$372028.69 (see page 1 of Statement) and on page 6 of Statement in the Exhibit of "Year's Results or Total Amounts Paid Beneficiaries in each Class" is given also the total amount otherwise appropriated in each class and on the same page under sub-division 12 of the Statement, it shows that the amount of the assessment moneys used for expenses, was the sum of \$96906. The statement that the annual dues and admission fee in the case of other co-operative companies are sufficient to pay the running expenses, is false in so far as it applies to accident insurance companies (in life companies the annual dues for expenses vary from \$2 to \$3 per thousand or from \$10 to \$15 per year for each \$5,000 policy). In assessment accident companies, assessments are made for expenses as well as for payment of losses, annual dues when they are charged as in our case, being only \$1 per annum per member. With us we have to furnish our insurance, pay our losses and all the expenses of conducting the business for a sum in the total that is less than the amount received by assessment life companies for ~~expenses~~ ^{expenses} alone.

8th.. The article is libellous in that it charges Mr. Peet in connection with Mr. Pitcher with appropriating \$216899, the statement being that "we can readily believe that Peet and Pitcher did appropriate this money without swearing to the fact." The Annual Statement on page 4, sub-division 3, shows in detail the various items composing the amount which he charges Mr. Peet and Mr. Pitcher with appropriating, and the purposes for which

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these various sums composing this amount were expended.

9th. It is libellous in that it charges Mr. Peet with referring inquirers for information on unpaid death claims to see Schedule "A" of Supplement to the same, and that Schedule like two others to which reference is made, is left perfectly blank, the fact being that in Item 13 on page 3 of the Statement, reference for number of deaths compromised and resisted and ~~assessed~~^{brief}, statement of reasons is made. ^{to} Schedule C, and Schedule C attached to the Report, gives the information on these subjects, and is not left perfectly blank.

10th. It is libellous in that it charges Mr. Peet with making and filing ^a statement ~~and~~ contradicting the printed reports of the Association in connection with examples of death losses recently paid, and cites the cases of Lyall Kirkendall of Hamilton, Ontario of \$3,000 and Mrs. Hoyt of Chicago, of \$10,000, and charges him with the sworn statement in the Annual Statement to the Insurance Department that the former policy was \$2500 and the latter was only \$5,000. The fact being that the Annual Statement shows on page 5 that the amount of the Kirkendall policy was \$3,000 and that that amount was paid, \$500 of the amount having been advanced in the month of December 1884 before the proofs were received and the balance, \$2500 on receipt of the proofs in January 1885. The facts in relation to the case of Henry Hoyt being that his death ^{occurred} in December 1885 that he was insured under two policies in this Association, one payable to his wife as beneficiary and the other to his legal representatives. That the policy payable to his wife, the one mentioned in the Annu-

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al Statement in question, was paid on December 19th. 1885
\$5,000. The other policy owing to ^{her} delay in getting let-
ters of administration and filing proofs, was not paid
until after the beginning of the year 1886, and appears in
the Report of the Association for 1886; ~~and~~ the sched-
ule annexed to the report ^{for 1885} shows the fact ^{also} of the payment
of the policy on Henry Hoyt's life which was made payable
to his administrator. The Annual Statement also in
Schedule C and on page 5, sub-division 10, shows the
falsity and malice of the charge that Mr. ^W Peet and Mr.
Pitcher in their separate ^{admissions} admissions of veracity given
under their own sign and seal apply to both these members
entirely different names and spell the first in different
ways, there is in the minds of people a reasonable doubt
whether these persons existed or such claims were paid".
On page 5 appear the names of the beneficiary as required
by law and by the Annual Statement. In Schedule C ap-
pears the name of the deceased member in the case of
Henry Hoyt. Had the defendant inclined to be fair or
desirous of giving correct information in relation to
these claims, he could easily have ascertained the truth
in regard to them at the office of the Association and not
only in regard to these but in regard to all other matters ^{in the report}
12th. It is libellous also in that it charges falsely ⁱⁿ in
regard to the amount reported as charged to and paid by
members for dues and assessments and in falsely charging
that Mr. Peet and Mr. Pitcher have sworn to a report show-
ing that members in the preferred class "paid last year
\$17.43 ^{each} in assessments and in B class 706 members paid
\$32.83 ^{each} in class C with 632 ^{members} paid \$27.31 each, and that
they made eleven assessments on the 374 members in class D

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and collected from them \$16167 or the sum of \$43.25 each. They swear they did." This is absolutely false. The Annual Statement shows nothing of the kind. Schedule B attached to the Statement shows the number of assessments levied on each class during the year and the gross amount collected in each instance, and it shows further the fact that each member paid only the number of assessments set forth in Schedule B. In the preferred division the amount paid by each member being \$13, in division B, \$17 in division C, \$23 and in division D \$23.

13. It is libellous in that it charges false statement in regard to the number of members received.

An ordinary examination of the Annual Statement thus criticised by any person at all familiar with book-keeping or accounts of insurance matters, shows beyond the slightest question, either a criminal ignorance and an inability to appreciate the simplest problems in mathematics on the part of the person who concocted this libel, or a willful and deliberate purpose to garble and mis-state the matter comprising the Annual Statement which he pretends to criticise. That it was the latter can be made to appear in rebuttal (assuming that the people's direct case will be rested on the criminal article and the evidence of Taylor, Roper and Hopper), by the evidence first of Wm. Bro. Smith and Marcus Newburg, to whom in the early winter of 1886 McGill threatened to write up the Association, and by the evidence of Taylor as to McGill's statement in his office. In addition to this evidence the accuracy of the accounts and statement of the Association and the

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honesty and integrity of its management from the beginning can be established by the evidence of Hon. Michael Shannon, Examiner of the New York Insurance Department, who examined every item and detail in the accounts of the Association from the date of its incorporation in 1877 to the 26th. day of February 1886 covering the identical period covered by the libellous article, by the evidence also of the Hon. Henry J. Reinmund formerly Insurance Commissioner of the State of Ohio who examined the affairs of the Association early in the year 1886 and verified the identical report which is made the subject of attack in the libellous article on which this indictment was based.

In conclusion the proofs of death and vouchers for payment of the claims of the beneficiaries of Lyall Kirkendall and Henry Hoyt are at hand to be used in evidence if necessary.

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Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Edward Mc Gill

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

Edward Mc Gill

of the CRIME OF Libel,

committed as follows:

The said Edward Mc Gill,

late of the First Ward of the City of New York, in the County of New York aforesaid, on the twenty-fifth day of May, in the year of our Lord one thousand eight hundred and eighty-six, at the Ward, City and County aforesaid, did unlawfully and maliciously print and publish, and cause and procure to be printed and published, in a certain paper and publication entitled "Court Journal and Official District Court Record," a certain false, scandalous, malicious and defamatory libel, of and concerning one Charles B. Peet, containing therein the false, scandalous, malicious and defamatory words and matters following, of and concerning the said Charles B. Peet, that is to say:

PEET & PITCHER.
PRIMA-FACIE PREVARICATIONS.
PREYING ON THE PUBLIC.
PRODIGIOUS PRODIGALITY.
PALATIAL PARVENU.

0964

Points to Make Them Pause.

Copyrighted May 25th 1886.

An exposure of the compilations sworn to by Peet and Pitcher, the president and secretary of the United States Mutual Accident Association, in their annual statement, appeared in the COURT JOURNAL on the 20th of March last year. Frequently since then we have been asked and even urged by members who have written to us on the subject to publish the truth about this company, and give them that knowledge of its affairs and standing which the daily press does not supply. We feel complimented by the trust they have in our truthfulness, and in answer to our numerous correspondents proceed to examine the annual statement of this concern for the year ending December 31, 1885. Our legal subscribers will recollect that these parties sent notices to their offices, offering to insure them for \$3 because they were lawyers, and it was the audacity of such a proposal that led us to undertake two heavy buckwashing jobs for their benefit. We now offer the results of our third investigation, supplemented by the criticisms of four esteemed and reputable gentlemen intent on better management and determined that the trickery of Peet and Pitcher shall not escape public scrutiny.

The COURT JOURNAL in this, simply claims the right of examining the annual statement on file at Albany of any and all, and particularly this modern gigantic swindle, the United States Mutual Accident Association of this city, and letting Messrs. Peet and Pitcher, the compilers of that document, talk for themselves.

Peet and Pitcher, "the distinct and original," to use their self descriptive words, are the association. They charge the members five dollars admission fee, one dollar in annual dues, and make assessments to pay the death and accident losses. In their annual statement for the year ending Dec. 31st, 1885, an exact transcript of which with the signature of Mr. R. A. Maxwell, superintendent of insurance and the seal of New York State has been sent to us from Albany, they swear that their total collections were \$372,280, but they also swear that they paid out \$375,028 or \$2,748 more than they received. This association always does pay out more than it collects, and has a tear in its eye for the widow and orphan. Notwithstanding the fact that the disbursements exceeded the income by \$2,748, Peet and Pitcher swear that they accumulated a reserve fund of \$9,148, "created by surplus from assessment funds." Their statements about this same hypothetical

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statements about this same hypothetical

and impossible reserve have nothing fixed or stable in them, for their printed circulars, dated Nov. 21st, 1885, and still distributed broadcast, place the reserve at \$42,747. Evidently it dwindled very fast in those five weeks, and at the same rate there must be by this time an alarmingly large deficit.

Figures never lie. So Peet and Pitcher confidently think, and we believe them—we mean the figures, not the men. Their sworn statement contains this strange problem in mathematics: First, they paid out of assessments \$2,748 more than they collected; secondly, from what remained they took \$9,148 and placed it to the reserve, they then took \$96,906 from the final remainder, and "used it in the expenses of the management." Mark the arithmetical progression! Nothing to begin with, but the more they take from it the more remains. When they have done subtracting they finally make oath, and say they have \$22,292 in cash left, and that sum is in the bank! What a thing learning is to be sure. Men have puzzled their brains for thousands of years trying to square the circle and discover the fourth dimension of space. But here is a problem in simple subtraction would make all the great geometers arch their brows and think.

Figuring out their statement more accurately we find that the sum taken from the assessments and used in the management was not \$96,906 as they depose, but \$137,989. In other words the admission fees and annual dues amounting to \$78,910, WERE NOT SUFFICIENT TO PAY THE RUNNING EXPENSES, as is the case in other co-operative companies, but after using up all the revenue from these sources they appropriated nearly twice as much more from the assessments. Put plainly, it cost \$216,899 to repay the dupes insured in this Association \$158,129 in settlement of their claims.

All actual losses, paid for deaths and injuries during 1885, were \$158,129; and as Peet and Pitcher state that none of the dues, admission fees or assessments were returned to members, it is a mystery how "the Association appropriated the remaining \$216,899 for all classes." We can readily believe that Peet and Pitcher did "appropriate" this money without their swearing to the fact.

Fifteen deaths occurred among the members, but only ten claims were paid. For information on the five unpaid claims Peet and Pitcher tell all enquirers to "see Schedule A and supplement to the same." But that schedule, like two others to which they make repeated reference, is left perfectly blank.

Contradictions between their annual statement and their printed reports in circulation are too numerous to count. Never lie unless you tell a good one is the policy of Peet and Pitcher. Among examples of death losses recently paid they give the policy of Lyall Kirkendall, of Hamilton, Ont., at \$3,000, and that of Mrs. Hoyt, of Chicago, at \$10,000. Their SWORN statement says the for-

mer policy was \$2,500, and the latter only \$5,000. Furthermore, as Peet and Pitcher in their separate editions of veracity, given under their own sign and seal, apply to both these members entirely different names and spell the first in several ways there is in the minds of people a reasonable doubt whether these persons existed or such claims were paid.

They claim to have had in force December 31st, 1885, 27,312 certificates, insuring \$132,593,500, and we would scarcely believe them, even under oath, but we remember a philosopher said that men are mostly fools. This throng allured to the gorgeous bubble, are divided into classes, ranging from "E," the first alphabetical group being called preferred risks. To these they promise that the annual charges, after the first year, will never exceed one dollar in dues and six assessments of two dollars each, making \$13 in all. So it stands in the enticing printed circulars spread around industriously to trap the unwary. Peet and Pitcher, however, supply the proof and swear it is correct, showing that members in the preferred class paid last year \$17.43 in assessments. And in "B" class 706 members paid \$32.83 each! Class "C," with 632 members, paid \$27.31 each!! And they

made eleven assessments on the 374 members in class "D" and collected from them \$16,167, or the sum of \$43.20 each!!! They swear they did.

We do not wonder that 9,245 members, nearly one-half of those in the Association at the beginning of last year, dropped out and let their policies lapse, having had quite enough of it.

An examination of their figures as to the number of members in each class presents startling results in simple addition. For instance, they had in class "A" on December 31st, the year previous, 7,519 members; and between new members taken and those lost the Association gained 1,172 last year, making 8,691 in this class; but these arithmeticians make the total 8,769. In class "AA" they make a mistake of 97 too much in adding up a simple sum; in class "AAA" there is an excess of 88; and in class "B" an excess of 15. In adding up the number in class "C" they say that 632 and 18 is 701. It used to be 650 before their new rule of addition was discovered. They swear in class "E" that 9 and 6 is 16. Falstaff himself did not multiply his enemies so fast as Peet and Pitcher can increase their members.

To ascertain from honorable and truthful gentlemen how the company is managed a reporter for the "Court Journal" first saw Mr. Earle at his Hotel, corner of Canal and Centre Streets. Mr. Ferdinand P. Earle said:

"I am glad to see you, and will help you all I can in exposing their methods of doing business. I always took considerable interest in the Association, being one of the members, and wished to see the business conducted in an honest way. All my efforts were towards economy, for it seemed to me the concern was too carelessly and expensively managed. Mr. Pitcher objected to what he called prying into his business, and

though I was a director I could never find out how things were going, in fact I was told it was none of my business. Pitcher was determined to get rid of me and Mr. Buckley; and before the last annual meeting he sent around and got all the proxies he could and packed the meeting with his own friends and those of the agents, and by a party vote of an unfair and clandestine nature he dropped Mr. Buckley and myself from the board of directors. It was not until two weeks afterwards that I heard that the annual meeting had been held, and that the rascals had voted us out and put in two of their relatives in our places. Pitcher made himself a director and so gets another grab at the purse. The Association is a concern of brother-in-law. First, there is Peet and his brother, then Pitcher and his two brothers-in-law; then William B. Smith, the attorney for the association and one of the ring, and then William B. Wade, a friend of Pitcher, and in with him. So they have the thing in their own hands and do as they please. Well, I am out of it, and glad I am. The change of directors was made so that Pitcher & Co. might have free license for everything they want. I understand the business is in a very bad shape; how bad I don't know. You had better see James S. Leeds as to that; he has figured things out pretty well and got everything down in writing. Mr. Leeds was at the director's meeting just before the annual meeting, and wanted to get a resolution passed fixing Pitcher's salary at \$25,000 a year, but the bare idea of such a thing raised a howl and the mob gave him no chance to speak. They must have had a stormy time at the annual meeting. I am told there was almost a riot. Pitcher is making over \$50,000 out of the Association, for he gets all the annual dues of one dollar a member in lieu of salary, and he don't care what class of risks is taken so long as he gets his money. Nor does he care how long a policy remains in force; it may lapse the next day, that is all the same to him; all he wants is his dollar. He lives in the greatest luxury, and I think he spends all he makes. He has a splendid house and grounds at Short Hills, New Jersey, and is the nabob of the place. Besides keeping game on his grounds he has one of the finest conservatories in the country, and at the flower show on 28th Street, some months ago, Pitcher had the most elaborated collection exhibited. Only six or seven years ago he was a clerk in a store. Now, the fraud is rolling in wealth and resents the enquiries of honest men associated with him in the company when they want to know how he acquired this money. As I said, I am very glad I am no longer among the directors whose actions, to say the least, are open to grave censure. I have no animosity against anyone in the company, on the contrary would like to see them get on well, but there is no hope of it. You had better call on James Buckley, of the Erie Railway, and Gus Lansing, who know more about the company than I do. But see particularly James S. Leeds, who knows more than any of us, and will give you a written and signed statement as to the facts. But come back and see me again, and I will give you any additional information I can get."

Mr. Earle added, when revising this copy, which was submitted to him for his correction and approval:

"You may modify that word 'fraud,' for Pitcher is a tricky, unscrupulous man, and I don't wish to get into any trouble with him. I decidedly object to the extravagant way he advertises the company so that he can get more dollars. As to the resolution Mr. Leeds wanted passed fixing Pitcher's salary at \$25,000 there is no hope of getting it adopted while it is opposed by Pitcher and his ring. If Pitcher could make \$100,000 a year out of the concern he would not part with one penny of it or accept anything less. And yet he is absent most of his time, rarely spending above an hour a day at the

office, and often not there at all. I have many times gone into his private office and found him out, and a lot of clerks laying off there and smoking cigars. Somebody has to foot the bill, and we all know it is the members who pay for it."

We called at the Mansion House, Brooklyn on Mr. Jas. S. Leeds, who said:

"While I am on the board of directors I don't wish to place myself in hostility to the company, that is, outside of our meetings. When I want to fight and get the papers to help me I will go outside. For a long time I have been opposed to the way the business is carried on. Mr. Earle and Mr. Buckley were directors for years, and are cognizant of the affairs of the company during their terms. I was at the last annual meeting. The meeting began with complimentary allusions to the officers, and many compliments were passed to and fro. When the question was asked Mr. Pitcher what salary he received, he arose and said that the by-laws fixed his salary at \$1 on each policy, and as to the amount of his salary yearly that was a matter so plain that one that runs might read. I thought his answer very unbusiness-like and unsatisfactory, and rose to say so when somebody got up behind me and moved the adjournment of the meeting. The motion was carried amid great tumult, and of course that ended all discussion. We got no information whatever about the business, not even from the annual statement, which was read in a nasty manner. I must say I have never seen that statement and don't know what it contains. I have been a director some six or seven years and will be for two years more. The losses last year to the best of my knowledge were about \$180,000 in all. What is meant by the words 'otherwise appropriated in each class \$216,899,' I don't really know. That is certainly entered as expenses, but I have no knowledge of the matter and don't understand what could have become of so much money. I believe the company is organized on the right principles but it is badly managed. It is true that the President gets \$5,000 a year, and that the directors are paid \$500 each. I would defend paying the directors that amount, as they each have four months on the claims committee, and much work in connection with the company. The President ought also to be allowed something for his services. Though I am a director I may say again that I have never seen the annual statement, and it is evident from what you tell me that I don't know as much about the company as you do."

Mr. James Buckley, of the Erie Railway, said: "The proceedings at the last annual meeting were disgraceful, and were an attempt to cover up the management. That is evident, though I do not know what Pitcher is trying to conceal. One thing is certain, the company is most extravagantly managed. I was dropped from the board of directors because I wanted to know too much. The fact of the matter is that neither as a director nor at the present time do I know the real state of the company's affairs. I should like to see a more economical management introduced."

Mr. C. Lansing said: "I will give you all the possible help I can in this matter. You are only doing what I was myself working out in another way. I am glad to see you take this step for the company is rotten and needs turning over, and when I say rotten, I mean that people who adopt bad methods have to do bad things to cover them up. Peet has his brother, and Pitcher has himself and two brothers-in-law on the directorate, and that too when there are over 27,000 members to choose from. It is a piece of nepotism, nothing else."

We offer our readers this examination of the United States Mutual Accident Association and the comments of these able financial critics on its business, believing that

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the exposure is in the public interest and will draw down upon the concern the just condemnation it deserves.

against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

Randolph B. Martine,

District Attorney.

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BOX:

223

FOLDER:

2191

DESCRIPTION:

McGinley, William

DATE:

06/30/86



2191

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Counsel,
Filed *30* day of *June* 188*6*
Pleads,

THE PEOPLE
vs. *H*
William McKinley
Grand Larceny, 1st Degree.
(From the Person.)
Sections 528, 530, 1 Penal Code.

Ralph B. Martine
RALPH B. MARTINE,
District Attorney.

A True Bill.

James McKeever

James L. ...
Foreman.

Charles J. ...
S. J. ...

Witnesses:

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

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Police Court— 2 District.

Affidavit—Larceny.

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

of No. 257 7th Avenue Street, aged 49 years,
occupation Ballroom - Keeper being duly sworn

deposes and says, that on the 21 day of June 188 at the City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession of deponent, in the night time, the following property viz:

One double case silver - watch with gold plates
shown attached of the value of
Twenty Dollars

the property of Deponent

Sworn to before me, this 188 day

Police Justice.

and that this deponent has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen, and carried away by William M. Quinlan (now here) and another person whose name is unknown to deponent and who has not been arrested but whom deponent can identify, from the fact that about the hour of 11.30 P.M. of the above date the defendant and the other unknown person who has not been arrested came to the doorway of deponent's saloon at the above address in which deponent was standing and the defendant asked for lodgings, that about ten minutes thereafter they returned again in such other language and made the same inquiry; that about five minutes thereafter they returned for the third time when the man whose name is unknown to deponent and who has not been arrested came into the saloon while the defendant stood at the door; that the said

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workman may demanded a glass of beer and on
deponent's refusal to supply them, the said workman
man who has not been convicted searched the above
described watch from the left pocket of the coat then
and there worn by deponent as a part of his bodily
clothing to which watch was attached the above
described chain one end of which was attached to said
watch and the other end of which was passed through the
button-hole of deponent's coat and run away with
the same - the deponent and the said workman man
summons away together

Paul Schlegel

Sworn to before me this
22 day of June 1888

Wm. H. H. Sullivan

It appearing to me by the within depositions and statements that the crime therein mentioned has been
committed, and that there is sufficient cause to believe the within named
guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of
Hundred Dollars and be committed to the Warden and Keeper of the City Prison
of the City of New York, until he give such bail.
Dated 1888
Police Justice.

I have admitted the above named
to bail to answer by the undertaking hereto annexed.
Dated 1888
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 1888
Police Justice.

Police Court, District, Offence—LARCENY.
THE PEOPLE, &c., on the complaint of
Dated 1888
Magistrate.
Witnesses, No. Street, No. Street, No. Street, to answer Sessions.

0974

Sec. 198-200.

CITY AND COUNTY OF NEW YORK } ss.

2 District Police Court.

William McGurley 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 McGurley*

Question. How old are you?

Answer *Twenty-eight years*

Question. Where were you born?

Answer. *Brooklyn N.Y.*

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

Answer. *St. James - About one month*

Question. What is your business or profession?

Answer *Min - Smith*

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

Answer. *I have nothing to say*
Wm McGurley

Taken before me this

day of

1885

Police Justice.

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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

William W. White
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 June 22 1886 W. A. H. [Signature] 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.

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Police Court-- 1 District. 899

THE PEOPLE, &c,
ON THE COMPLAINT OF

1 *Paul Schlegel*
257-17th Ave.
William W. Gentry

Office *Hermann*

BAILED,

No. 1, by

Residence Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street

No. 4, by

Residence Street.

Date *July 22* 188*6*

Charles Wells Magistrate.

William W. Gentry Officer.

69 Precinct.

Witnesses

No. Street.

No. Street.

No. Street.

\$ *1000* to answer *AS*

Am



0977

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

THE PEOPLE OF THE STATE OF NEW YORK

against

William MacFadden

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

William MacFadden

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

The said *William MacFadden*

late of the First Ward of the City of New York, in the County of New York aforesaid, on the *twenty first* day of *June*, in the year of our Lord one thousand eight hundred and eighty-*six*, in the *night* time of the said day, at the Ward, City and County aforesaid, with force and arms,

one watch of the value of nineteen dollars, and one chain of the value of one dollar.

of the goods, chattels and personal property of one *Paul Schlegel* on the person of the said *Paul Schlegel* then and there being found, from the person of the said *Paul Schlegel* then and there feloniously did steal, take and carry away, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

Randolph B. Martin,
District Attorney