

0498

BOX:

116

FOLDER:

1232

DESCRIPTION:

Madden, Dennis

DATE:

10/12/83



1232

0499

103

Counsel,  
Filed *12* day of *Oct* 188*3*  
Pleads *Not Guilty*

THE PEOPLE  
vs. *Dennis Madden*  
*Defendant*  
*vs.*  
*John McKeon*  
*Attorney*

JOHN McKEON,  
District Attorney.

A True Bill.

*Wm. C. Caudon*  
*Oct 21/83*  
*Foreman*  
*Wm. C. Caudon*  
*Cur. Foreman*  
*Oct 21/83*

0500

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK  
against

Dennis Madden

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

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

The said Dennis Madden

late of the 17th Ward of the City of New York, in the County of New York aforesaid; on the ninth day of October in the year of our Lord one thousand eight hundred and eighty-three with force and arms, about the hour of four o'clock in the day time of the same day, at the Ward, City and County aforesaid, the dwelling house of

John Conger

there situate, feloniously and burglariously did break into and enter,

~~whilst there was then and there some human being, to wit, one~~

~~within the said dwelling house,~~ the said

Dennis Madden

then and there intending to commit some crime therein, to wit: the goods chattels and personal property of the said John Conger in the said dwelling house 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.

0501

SECOND COUNT.

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

\_\_\_\_\_ Dennis Madden \_\_\_\_\_  
of the CRIME OF Fake Larceny \_\_\_\_\_, committed as follows:

The said Dennis Madden \_\_\_\_\_

late of the Ward, City and County aforesaid, afterwards, to wit: on the said \_\_\_\_\_

ninth day of October in the year of our Lord one thousand eight  
hundred and eighty-three, at the Ward, City and County aforesaid, in the

day time of said day, with force and arms, one promissory  
note for the payment of money of the  
kind known as United States Treasury  
notes, the same being then and there  
due and unsatisfied for the payment  
of and of the value of five dollars,  
one other promissory note for the  
payment of money of the kind known  
as United States Treasury notes, the  
same being then and there due and  
unsatisfied for the payment of  
and of the value of two dollars, and  
other promissory notes for the payment  
of money of the kind known as  
United States Treasury notes, the  
same being then and there due and  
unsatisfied for the payment of and  
of the value of one dollar each,  
divers coins of the United States of  
America, of a number, kind and  
denomination to the Grand Jury  
aforesaid unknown, of the value  
of one dollar and thirty five cents  
and one thousand printed pieces of  
paper of the value of one cent each

of the goods, chattels and personal property of one \_\_\_\_\_ John

Conaghan \_\_\_\_\_ in the dwelling house of one  
John Conaghan there situate, then and there being found  
in the dwelling house 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.



0502

THIRD COUNT.

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

Dennis Madden  
of the CRIME OF RECEIVING STOLEN GOODS, committed as follows:

The said Dennis Madden

late of the Ward, City and County aforesaid, afterwards, to wit: on the said  
ninth day of October in the year of our Lord one thousand eight  
hundred and eighty-three, with force and arms, at the Ward, City and County  
aforesaid, one thousand printed  
pieces of paper of the value  
of one cent each

of the goods, chattels and personal property of John Conaghan

by a certain person or persons to the Grand Jury aforesaid unknown, then lately before  
feloniously stolen of the said John Conaghan

unlawfully and unjustly did feloniously receive and have (the said Dennis  
Madden)

then and there well knowing the said goods, chattels and personal property to have  
been feloniously stolen), against the form of the Statute in such case made and pro-  
vided, and against the peace of the People of the State of New York and their dignity.

**JOHN McKEON,**

*District Attorney.*

0503

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

Police Court 2 District. 182

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

John Longhlan  
432 E 13<sup>th</sup> St  
Dennis Madden

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

Offence Burglary

Dated October 10 1883

Shuffy Magistrate.

James Moffitt Officer.

Witnesses Elizabeth Longhlan 15<sup>th</sup> Street.  
No. 432 East 13<sup>th</sup> Street.

John O'Brien  
No. 432 East 13<sup>th</sup> Street.

William J. Quinn  
No. 432 East 13<sup>th</sup> Street.

\$ 500 to John J. Quinn  
to John J. Quinn

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 \_\_\_\_\_

Dennis Madden

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 October 15 1883

P. H. Shuffy

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.

0504

Sec. 198-200

CITY AND COUNTY }  
OF NEW YORK, } ss.

2<sup>d</sup> District Police Court.

Dennis Madden 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. Dennis Madden

Question. How old are you?

Answer. 25 years

Question. Where were you born?

Answer. London, England

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

Answer. No 138 Macdougall Street, 2 weeks

Question. What is your business or profession?

Answer. Book Agent

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

Dennis Madden

Taken before me this

15<sup>th</sup>

day of October

1883

Police Justice.

0505

104

Court—2d District.City and County  
of New York,

ss.:

John Conaghanof No. 432 East 13<sup>th</sup> Street, aged 26 years,occupation book canvasser being duly sworndeposes and says, that the premises No. 432 East 13<sup>th</sup> Street,in the City and County aforesaid, the said being a brick building and in  
which said apartmentand which was occupied by deponent as a dwellingand in which there was at the time <sup>no</sup> human being, by namewere **BURGLARIOUSLY** entered by means of forcibly beating open  
a window opening into said apartment from the  
rear

on the Tuesday day of the 9<sup>th</sup> day of October 1883 in the day time, and the  
following property feloniously taken, stolen, and carried away, viz: One bill or note  
of the value and denomination of Five Dollars, one  
bill or note of the value and denomination of Two Dollars,  
two bills or notes <sup>each</sup> of the value and denomination of One  
Dollar and silver change to the value of One  
Dollar and Thirty-five Cents and a quantity of <sup>minted</sup> circles  
of the value of One Dollar in all of the value of  
Eleven Dollars and Thirty-five Cents

the property of deponentand 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 byDennis Madden

for the reasons following, to wit: At about four o'clock on the afternoon  
of said day deponent left said property in a bureau  
drawer in said premises, after having counted said  
money and placed it in said drawer in the presence  
of said Madden. Deponent then went out, leaving  
in said apartment his wife, Elizabeth Conaghan,  
who informs deponent that shortly after he left she,  
deponent's said wife went out, locking the door of the  
apartment and fastening said window before she went



0506

out. Deponent is further informed by said Elizabeth Loughlin that shortly after five o'clock she returned and missed said property from said drawer and found said window open and a pane of glass therein broken and the catch unfastened. Deponent is also informed by John O'Brien that between four and five o'clock on said afternoon he saw said Madden approach said window in the said yard and shortly thereafter heard a noise in Loughlin's room which adjoins the room occupied by him, the said John O'Brien. Said O'Brien also informs deponent that after said Madden was arrested, said Madden held some money in his hand behind his back apparently endeavoring to pass it to some one, but said O'Brien took said money believing it to belong to deponent and found it to consist of one Five Dollar bill one Two Dollar bill and one One Dollar bill. Deponent found <sup>a number of United States</sup> on the person of said Madden when he was searched in the Station House <sup>a</sup> circulars which deponent had left in said apartment.

Sworn to before me this  
15<sup>th</sup> day of October 1883

Police Justice

John Coughlin

CITY AND COUNTY  
OF NEW YORK,

ss.

John O'Brien, 32 years old, laborer, of  
No 432 East 13<sup>th</sup> Street New York City and  
Elizabeth Loughlin  
aged 35 years, occupation married of No.

432 East 13<sup>th</sup> Street, being <sup>severely</sup> each  
each duly sworn, deposes and

says, that <sup>each</sup> ~~he~~ has heard read the foregoing affidavit of John Loughlin  
and that the facts stated therein on information of <sup>each one of said</sup> deponents are true of <sup>said</sup> deponents' own  
knowledge.

Sworn to before me, this 15<sup>th</sup>  
day of October 1883

John O'Brien

Elizabeth Loughlin

Police Justice.



0507

out. Deponent is further informed by said Elizabeth Coughlan that shortly after five o'clock she returned and missed said property from said drawer and found said window open and a pane of glass therein broken and the catch unfastened. Deponent is also informed by John O'Brien that between four and five o'clock on said afternoon he saw said Madden approach said window in the said yard and shortly thereafter heard a noise in Coughlan's room which adjoins the room occupied by him, the said John O'Brien. Said O'Brien also informs deponent that after said Madden was arrested, said Madden held some money in his hand behind his back apparently endeavoring to pass it to some one, but said O'Brien took said money believing it to belong to deponent and found it to consist of one Five Dollar bill, one Two Dollar bill and one One Dollar bill. Deponent found on the person of said Madden when he was searched in the Station House a number of United States Circulars which deponent had left in said apartment.

Sworn to before me this  
15<sup>th</sup> day of October 1883  
*[Signature]*  
Police Justice

John Coughlan

CITY AND COUNTY }  
OF NEW YORK, } ss.

John O'Brien, 32 years old, laborer, of  
No 432 East 13<sup>th</sup> Street New York City and  
Elizabeth Coughlan  
aged 35 years, occupation married of No.

432 East 13<sup>th</sup> Street, being duly sworn, each  
severely each  
says, that he has heard read the foregoing affidavit of John Coughlan  
each one of said  
and that the facts stated therein on information of deponents are true of deponents' own  
knowledge.

Sworn to before me, this 15<sup>th</sup>  
day of October 1883

*[Signature]*  
John O'Brien

*[Signature]*  
Elizabeth Coughlan

Police Justice.

0508

BOX:

116

FOLDER:

1232

DESCRIPTION:

Madigan, James

DATE:

10/09/83



1232

See app 5 folder.

67

Counsel,  
Filed 9 day of Oct 1883  
Pleads

THE PEOPLE

vs. *James Madison*

Grand Larceny,  
Second Degree.  
[125204 531]

JOHN McKEON,

District Attorney.

*P. 2 Oct 9/83*  
*Pleads guilty.*  
**A True Bill.**

*W. H. Carson*

*H. A. R. J.*  
Foreman

0509

05 10

**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 Madison*

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

of the crime of GRAND LARCENY, in the *Second* degree, committed as follows:

The said *James Madison*

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-*three* at the Ward, City and County aforesaid, with force and arms,

*\$250.* 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 one thousand dollars, and of the value of one thousand 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 five hundred dollars, and of the value of five hundred 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 one hundred dollars, and of the value of one hundred 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 fifty dollars, and of the value of fifty dollars each: fifty 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: sixty 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: eighty 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: ninety 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 three dollars, and of the value of three dollars each: one hundred 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: one hundred and 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 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 one hundred dollars: 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 fifty 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 twenty dollars each: three 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: 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 three dollars each: fifteen 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 two dollars each: thirty 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 one dollar each: bank bills of banks to the jurors aforesaid unknown, and of a number and denomination to the jurors aforesaid unknown, of the value of one thousand dollars. Two gold coins (of the kind usually known as double eagles), of the value of twenty dollars each: three gold coins (of the kind usually known as eagles), of the value of ten dollars each: six gold coins (of the kind usually known as half eagles), of the value of five dollars each: fifteen gold coins (of the kind usually known as quarter eagles), of the value of two dollars and fifty cents each: ten gold coins (of the kind usually known as three dollar pieces), of the value of three dollars each: thirty gold coins (of the kind usually known as dollar pieces), of the value of one dollar each: gold coin of the denomination to the jurors unknown, and a more particular description whereof cannot be given, of the value of one thousand dollars. Sixty silver coins (of the kind usually known as dollars), of the value of one dollar each: sixty silver coins (of the kind usually known as half dollars), of the value of fifty cents each: one hundred and fifty silver coins (of the kind usually known as quarter dollars), of the value of twenty-five cents each: three hundred silver coins (of the kind usually called dimes), of the value of ten cents each: six hundred silver coins (of the kind usually known as half dimes), of the value of five cents each: one thousand silver coins (of the kind known as three cent pieces), of the value of three cents each: silver coin of a denomination to the jurors unknown, and a more particular description whereof cannot be given, of the value of fifty dollars. Three thousand coins (of the kind known as cents), of the value of one cent each: five hundred coins (of the kind known as two cents), of the value of two cents each.

of the goods, chattels, and personal property of one *Charles E. Wacker* then and there being found, 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.

JOHN McKEON, District Attorney



POOR QUALITY  
ORIGINAL

0511

BAILED.

No. 1, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street \_\_\_\_\_

No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street \_\_\_\_\_

No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street \_\_\_\_\_

No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street \_\_\_\_\_

Police Court No. 11791 District.

THE PEOPLE, &c.,  
VS.  
James Madyean

1 James Madyean  
2  
3  
4

Dated \_\_\_\_\_ 188

Offence Grand

James Madyean  
Magistrate.

James Madyean  
Officer.

1st Precinct.

Witnesses  
No. 1 \_\_\_\_\_ Street \_\_\_\_\_  
No. 2 \_\_\_\_\_ Street \_\_\_\_\_

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

\$1000  
to answer

1893  
OFFICE

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 Madyean

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 Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated Oct 5 188 Solomon B. Smith 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.



POOR QUALITY  
ORIGINAL

05 12

Sec. 198-200

CITY AND COUNTY }  
OF NEW YORK, } ss.

1st District Police Court.

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

Question. What is your name?

Answer.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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

Answer.

I am guilty of the charge  
James Madigan

Taken before me this

day of

188

Police Justice.

05 13

CITY AND COUNTY }  
OF NEW YORK, } ss.

Henry A. Linsbend  
aged 21 years, occupation Waiter of No. 68 Bloomfield Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Charles E. Wacker  
and that the facts stated therein on information of deponent are true of deponents' own  
knowledge.

Sworn to before me, this 3 day of Oct 1888 H. A. Linsbend

Salon D. Smith  
Police Justice.

0514

First

District Police Court

Affidavit—Larceny.

CITY AND COUNTY  
OF NEW YORK, ss

of No.

Charles E. Wackett  
60 Nassau Street, 38 years old, Manufacturer

Street,

38

years old,

Manufacturer

being duly sworn, deposes and says, that on the

day of

June, 1883

at the

City of New York,

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

of deponent,

the following property, viz:

With intent to deprive the true Owner thereof  
Lawful Money to  
the amount of two hundred  
and fifty dollars

the property of

Deponent

and that this deponent

has a probable cause to suspect, and does suspect, that the said property was feloniously taken,  
stolen, and carried away by

James Madegan now here  
from the fact that at the above specified  
time he was in deponent's employment as  
an errand boy and was by deponent  
given said money to deposit to his  
credit in the Chatham National Bank  
of New York City which he did not  
do but did unlawfully steal and  
appropriate the same to his own  
use and profit. as deponent now  
charges from the fact that the entries  
made in the books of the bank  
showing the deposit of said money  
were made by the signature of James  
Madegan and not by the signature of  
deponent.





05 16

BOX:

116

FOLDER:

1232

DESCRIPTION:

Maguire, John

DATE:

10/12/83



1232





05 18

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 Maguire

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

of the CRIME OF Grand Larceny in the Second degree  
as a Second Offense,  
committed as follows:

At a Court of General Sessions of the Peace in and for the City and County of New York, held at the City Hall in the said City of New York, on the fourteenth — day of July — in the year of our Lord one thousand eight hundred and eighty-one before the Honorable Rufus B. Connely, City Judge of the said City of New York, Justice of the said Court of General Sessions of the Peace and who then and there constituted the said Court, the said John Maguire was in due form of Law convicted of a Felony, to wit: of Grand Larceny, upon a certain indictment then and there in the said Court <sup>depending</sup> against him the said John Maguire, for that he, the said John Maguire, by the name and description of John Maguire, then late of the First Ward of the City of New York, in the County of New York, aforesaid, on the eighth day of July in the year of our Lord one thousand eight hundred and eighty-one at the Ward, City and County aforesaid with force and arms, one overcoat of the value of twenty dollars one pair of pantaloons of the value of ten dollars one shirt of the value of ten dollars one over-shirt of the value of ten dollars one

05 19

value of the value of ten dollars of the goods, chattels, and personal property of one William Grant then and there being found, feloniously did steal, take and carry away.

And thereupon, upon the conviction aforesaid, it was considered by the said the Court of General Sessions of the Peace in and for the City and County of New York, and adjudged, that the said John Maguire, for the felony aforesaid, whereof he was convicted as aforesaid, be imprisoned in the State Prison for the term of two years, as by the record thereof doth more fully and at large appear.

And the said John Maguire, late of the First Ward of the City of New York in the County of New York aforesaid, afterwards, to wit: on the fifth day of October, in the year of our Lord one thousand eight hundred and eighty three, having been duly discharged and remitted of the said judgment, by reason of the expiration of the said term of imprisonment and by commutation of time duly allowed according to law, at the said City and County aforesaid, with force and arms, one watch of the value of twenty dollars, and one chain of the value of fifteen dollars, of the goods, chattels and personal property of one David Mitchell on the person of the said David Mitchell then and there being found, from the person of the said David Mitchell then and there feloniously did steal, take and carry away, against the form of the Statute in

0520

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

John McKeon  
District Attorney.

0521

74 R.R. 1883

Counsel,  
Filed *12* day of *Oct* 1883  
Pleads

THE PEOPLE  
vs.  
*James McKeon*  
*[Sealed]*  
*P.*  
*Kingdom in the*  
*Second Office*  
*[53498-506-528-5324688]*

JOHN McKEON,  
District Attorney

A True Bill.  
*W. H. McKeon*  
Foreman.

*Sentenced on*  
*another indictment*  
*Oct 15/13*



0522

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 Maguire

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

John Maguire  
of the CRIME OF Grand Larceny in the Third degree, as a  
Second Offense  
committed as follows:

At a Court of General Sessions of the Peace, in and for the City and County of New York, held at the City Hall in the said City of New York, on the fourteenth day of July in the year of our Lord one thousand eight hundred and eighty-three before the Honorable Rufus B. Connors, City Judge of the said City of New York, Justice of the said Court of General Sessions of the Peace, and who then and there constituted the said Court, the said John Maguire was in due form of law convicted of a felony to wit: of Grand Larceny upon a certain indictment then and there, in the said Court depending against him the said John Maguire, for that he the said John Maguire, by the name and description of John Maguire, then late of the First Ward of the City of New York, in the County of New York, aforesaid, on the eighth day of July in the year of our Lord one thousand eight hundred and eighty-one at the Ward, City and County aforesaid with force and arms, one overcoat of the value of twenty dollars one pair of pantaloons of the value of ten dollars, one shirt of

0523

the value of ten dollars, one over-shirt of the value of ten dollars, one waist of the value of ten dollars of the goods, chattels and personal property of one Wolf Bryant then and there being found, feloniously did steal, take and carry away.

And thereupon, upon the conviction aforesaid, it was considered by the said the Court of General Sessions of the Peace in and for the City and County of New York, and adjudged, that the said John Maguire, for the felony aforesaid, whereof he was convicted as aforesaid, be imprisoned in the State Prison, for the term of two years, as by the record thereof doth more fully and at large appear.

And the said John Maguire, late of Seventh Ward of the City of New York in the County of New York aforesaid, afterwards, to wit: on the twenty eighth day of September, in the year of our Lord one thousand eight hundred and eighty three, having been duly discharged and remitted of the judgment aforesaid by reason of the expiration of the said term of imprisonment and by commutation of time duly allowed according to law, at the Ward, City and County last aforesaid, with force and arms, about the hour of twelve o'clock in the day time of said day, the dwelling house of Thomas Stanton thessitate, feloniously and burglariously did break into and enter, the said John Maguire then and there intending

0524

to commit some crime therein, to wit: the goods, chattels and personal property of the said Thomas Stanton, in the said dwelling house then and there being, then and there feloniously and burglariously to steal, take and carry away, and one clock of the value of two dollars and fifty cents, one shawl of the value of three dollars and fifty cents, nine spears of the value of forty cents each, and one coat of the value of three dollars, of the goods, chattels and personal property of the said Thomas Stanton, in the said dwelling house then and there being then and there feloniously and burglariously 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.

John McKeon

District Attorney

0525

BOX:

116

FOLDER:

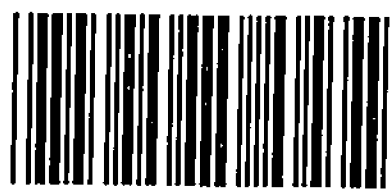
1232

DESCRIPTION:

Maguire, Michael J.

DATE:

10/12/83



1232



0526

74

Day of Trial, *E. Littleberry*  
Counsel, *W. J. Littleberry*  
Filed, *2* day of *July* 188*3*  
Pleads *Not Guilty*

THE PEOPLE

*vs.*

*P*

*Michael J. McGuire*

*John McKeon*

JOHN MCKEON,

District Attorney.

*Ind. & Convicted*  
*Assault & Battery*  
*A TRUE BILL to the Jury of the C.*

*W. J. Littleberry*

Foreman.

*Set down for 24<sup>th</sup>*  
*Oct. 7<sup>th</sup>*  
*Penobscot*

Assault in the First Degree

*Penobscot*

0527

# Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

AGAINST

Michael J. Maguire

The Grand Jury of the City and County of New York, by this indictment, accuse Michael J. Maguire

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

The said

Michael J. Maguire

late of the City of New York, in the County of New York, aforesaid, on the Eight day of October in the year of our Lord one thousand eight hundred and eighty three with force of arms, at the City and County aforesaid, in and upon the body of James Patterson in the peace of the said people then and there being, feloniously did make an assault and in the said James Patterson with a certain knife which the said Michael J. Maguire

in his right hand then and there had and held, the same being a deadly and dangerous weapon, wilfully and feloniously did beat, strike, stab, cut and wound with intent in the said James Patterson then and there feloniously and wilfully to kill, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

## SECOND COUNT:

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

Michael J. Maguire

of the CRIME OF *Assault in the Second Degree*, committed as follows:

The said Michael J. Maguire late of the City and County aforesaid afterwards, to wit, on the day and in the year aforesaid, at the City and County aforesaid, with force and arms, in and upon the body of the said James Patterson then and there being, feloniously did, willfully and wrongfully, make an assault and in the said James Patterson with a certain knife which the said Michael J. Maguire

in his right hand then and there had and held, the same being an instrument likely to produce grievous bodily harm, feloniously did, willfully and wrongfully then and there beat, strike, stab, cut and wound

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

JOHN McKEON, District Attorney.

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

0529

Sec. 198-200

CITY AND COUNTY }  
OF NEW YORK, } ss.

District Police Court.

*Michael F. M. & Guire* 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. *Michael F. M. & Guire*

Question. How old are you?

Answer. *22 years.*

Question. Where were you born?

Answer. *United States*

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

Answer. *500 Grand Street about 2 years.*

Question. What is your business or profession?

Answer. *Painter maker*

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 done the stabbing in self defense*

*M. F. McGuire.*

Taken before me this

day of

Police Justice.



POOR QUALITY  
ORIGINAL

0530

Police Court—30 District.

CITY AND COUNTY  
OF NEW YORK, } ss.

of No. 309 7th Avenue 30 years Street,

being duly sworn, deposes and says, that  
on Wednesday the 9th day of October

in the year 1888 at the City of New York, in the County of New York,

he was violently and feloniously ASSAULTED and BEATEN by

Michael J. McQuire  
(Crown Rev.) from the fact that  
said McQuire came into deponent's  
premises and with a knife then  
held in the hands of said McQuire  
cut him on the side of the body  
on the shoulder and on the back

with the felonious intent to take the life of deponent, or to do him grievous bodily harm; and without  
any justification on the part of the said assailant :

Wherefore this deponent prays that the said assailant may be ~~apprehended and~~ bound to answer  
for the above assault, etc., and be dealt with according to law.

Sworn to before me, this 9th day  
of October 1888

James Patterson

P. J. Duffy POLICE JUSTICE.

0531

BOX:

116

FOLDER:

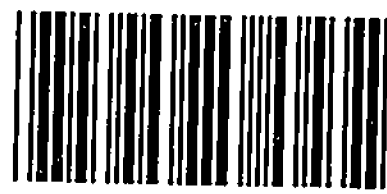
1232

DESCRIPTION:

Mahoney, Daniel

DATE:

10/22/83



1232

The Court please  
ask for clearing  
in this case - He  
is the brother of  
Capt. - Wm  
Slight.

Ed

Counsel,

Filed 2 day of

188

Pleads *July 23*

THE PEOPLE

vs.

*Daniel*

*Maloney*

*18 17 16*

*Assault in the Second Degree.*

(Section 218, Penal Code).

JOHN McKEON,

*21 Oct 20/83 District Attorney.*

*Pleado Assault 3dy.*

A True Bill.

*W. A. Curator*

Foreman.

*9 Mar 1883*

*Ed*

0532

0533

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK  
against

Daniel Mahoney

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

Daniel Mahoney

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

The said Daniel Mahoney

late of the City and County of New York, on the 27th day of  
October, in the year of our Lord one thousand eight hundred and  
eighty three with force and arms, at the City and County aforesaid, in and upon one

Timothy Mahoney

in the peace of the people of the said State then and there being, feloniously did  
willfully and wrongfully make an assault: and the said

Daniel Mahoney

with a certain knife which he the said

Daniel Mahoney

in his right hand then and there had and held, the same being then and there an  
instrument likely to produce grievous bodily harm, him,  
the said Timothy Mahoney then and there feloniously  
did willfully and wrongfully strike, beat, stab, cut, bruise and wound,  
against the form of the statute in such case made and provided, and against the peace  
of the People of the State of New York and their dignity.



0534

SECOND COUNT

And the Grand Jury aforesaid by this indictment further accuse the said \_\_\_\_\_

\_\_\_\_\_ *Daniel mahoney* \_\_\_\_\_

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

The said *Daniel mahoney* \_\_\_\_\_

late of the City and County of New York, afterwards to wit: on the *nineteenth*  
day of *October* in the year of our Lord one thousand eight hundred and  
eighty-*three* at the City and County aforesaid, with force and arms, in and  
upon one *Timothy mahoney* \_\_\_\_\_

in the peace of the People of the State of New York then and there being, feloniously  
did willfully and wrongfully make an assault: and the said *Daniel*  
*mahoney* *him* the said *Timothy mahoney*  
with a certain *knife* \_\_\_\_\_  
which *he* ~~thrust~~ in *his* right hand then and there had and held, in  
and upon the *neck* \_\_\_\_\_  
of *him* the said *Timothy mahoney* \_\_\_\_\_  
then and there feloniously did willfully and wrongfully strike, beat, *stab, cut*  
bruise and wound, thereby then and there willfully and wrongfully, feloniously inflicting  
upon the said *Timothy mahoney* \_\_\_\_\_  
grievous bodily harm, to wit: *striking then and*  
*then cutting and bruising*  
*his neck* \_\_\_\_\_

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

JOHN McKEON, District Attorney.

*Dated* ..... 188 ..... *Police Justice.*

0536

Sec. 198-200

CITY AND COUNTY }  
OF NEW YORK, } ss.

*First* District Police Court.

*Daniel Haloney* 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. *Daniel Haloney*

Question. How old are you?

Answer. *17 years*

Question. Where were you born?

Answer. *New York*

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

Answer. *23 West Street for two years*

Question. What is your business or profession?

Answer. *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.*

*Daniel Haloney*  
*Driver*

Taken before me this

*16*

day of *October*

1883

*[Signature]*  
Police Justice.

0537

City and County of New York, ss.: POLICE COURT / DISTRICT.

THE PEOPLE,

vs.

On Complaint of *Quintus H. H. H. H. H.*  
For *Assault & Battery*

*Quintus H. H. H. H. H.*

After being informed of my rights under the law, I hereby waive a trial, by Jury, on this complaint, and my right to make a statement in relation to it and demand a trial at the COURT OF SPECIAL SESSIONS OF THE PEACE, to be holden in and for the City and County of New York.

Dated *October 16* 188 *3*.

*[Signature]*

*Quintus H. H. H. H. H.*  
*sub*

Police Justice.



0538

Police Court—12th District.

STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK, } ss.

of No. 23 West Street,

being duly sworn, deposes and says, that  
on Monday the 15th day of October  
in the year 1883, at the City of New York, in the County of New York,

he was violently **ASSAULTED** and **BEATEN** by Charles Deane  
(murderer), did wilfully with  
a knife in his hand cut this deponent  
on the left side of his neck.

without any justification on the part of the said assailant.

Wherefore this deponent prays that the said assailant may be apprehended and bound to answer the above assault, &c., and be dealt with according to law.

Sworn to before me, this 16

day of February 1883

Timothy M. Hickey  
Police Justice.

0539

BOX:

116

FOLDER:

1232

DESCRIPTION:

Mahoney, Daniel

DATE:

10/23/83



1232

POOR QUALITY  
ORIGINAL

0540

197

Day of Trial, 7<sup>th</sup> Feb 1883  
Counsel, J. M. O'Connell  
Filed, 23<sup>rd</sup> day of Feb 1883  
Pleads, Mr. G. Kelly, Ed.

38. THE PEOPLE  
164 Nov. 144 vs.

Daniel F.  
Maxmore

Assault in the First Degree, etc.  
[ss 217 and 218]

JOHN MCKEON,

22 Oct 26/83 District Attorney.

Heads Avenue 2dg.

A TRUE BILL.

J. M. O'Connell  
Foreman.

J. M. O'Connell

Depts. Chancery  
exactlyly read  
J. M.

0541

# Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

AGAINST

Daniel Mahoney

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

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

The said

Daniel Mahoney

late of the City of New York, in the County of New York, aforesaid, on the Eighteenth day of October in the year of our Lord one thousand eight hundred and eighty three with force of arms, at the City and County aforesaid, in and upon the body of Patrick Cullen in the peace of the said people then and there being, feloniously did make an assault and in the said Patrick Cullen with a certain knife which the said Daniel Mahoney

in his right hand then and there had and held, the same being a deadly and dangerous weapon, wilfully and feloniously did beat, strike, stab, cut and wound with intent in the said Patrick Cullen then and there feloniously and wilfully to kill, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

## SECOND COUNT:

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

Daniel Mahoney

of the CRIME OF Assault in the Second Degree, committed as follows:

The said

Daniel Mahoney, late of the City and County aforesaid

afterwards, to wit, on the day and in the year aforesaid, at the City and County aforesaid, with force and arms, in and upon the body of the said Patrick Cullen then and there being, feloniously did, wilfully and wrongfully, make an assault and in the said Patrick Cullen with a certain knife which the said

Daniel Mahoney

in his right hand then and there had and held, the same being an instrument likely to produce grievous bodily harm, feloniously did, wilfully and wrongfully then and there beat, strike, stab, cut and wound

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

JOHN McKEON, District Attorney.



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

0543

Sec. 198-200

2d

District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss.

Daniel Mahoney 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.

Daniel Mahoney

Question. How old are you?

Answer.

37 years

Question. Where were you born?

Answer.

Staten Island, N.Y.

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

Answer.

No 162 Wooster Street; 1 year

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.

The man struck me first. I acted in self defence

Daniel Mahoney

Taken before me this 21st

day of October

1887

J. M. Patterson Police Justice.

0544

Police Court— 2<sup>d</sup> District.

CITY AND COUNTY  
OF NEW YORK, { ss.

Patrick Bullen, 30 years old, laborer  
of No. 162 Waverlen Street,

New York City being duly sworn, deposes and says, that

on Thursday the 1<sup>st</sup> day of October

in the year 1883 at the City of New York, in the County of New York, in the yard at the rear of

No 162 Waverlen he was violently and feloniously ASSAULTED and BEATEN by Daniel Mahoney,

murderer, who stabbed deponent three  
times with a knife then and there  
held in his right hand, inflicting  
two severe wounds upon deponent's  
face and a cut upon deponent's  
right arm

and  
with the felonious intent to take the life of deponent, or to do him grievous bodily harm; and without  
any justification on the part of the said assailant :

Wherefore this deponent prays that the said assailant may be ~~apprehended and~~ bound to answer  
for the above assault, etc., and be dealt with according to law.

Sworn to before me, this 21<sup>st</sup> day  
of October 188 3

Patrick Bullen  
deponent

J. M. Patterson POLICE JUSTICE.

0545

STATE OF NEW YORK.  
CITY AND COUNTY OF NEW YORK, } ss:

POLICE COURT, 90 DISTRICT.

Cornelius Leary  
of the 8th Police Precinct Street, being duly sworn, deposes and says,  
that on the 19th day of October 1883  
at the City of New York, in the County of New York, Deposant arrested

Daniel Mahoney (now here)  
from the fact that deposant is  
informed by Patrick Cullen of 162  
Adoster Street that said Mahoney  
cut him across the nose with a  
knife then held in his hand;  
Said Cullen being <sup>now</sup> confined at  
St Vincent Hospital from the effects  
of said injuries. Deposant prays that the  
said Mahoney may be committed to  
await the result of <sup>said</sup> injuries.  
Cornelius Leary

Sworn to before me, this 20th day of October 1883

John J. Watson Police Justice.



0546

POLICE COURT—2 DISTRICT.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*vs.*  
Daniel Madou

Dated Oct 20 1883

Porter Magistrate.

Leary Officer.

Witness, .....

Disposition To await result

AFFIDAVIT.  
*John W. Smith*

POOR QUALITY  
ORIGINAL

0547

221 (W) Oct 30

Counsel,

Filed 25 day of Oct 1883

Pleads

THE PEOPLE

vs.

Thomas S.

Maloney

Grand Jury, First degree.  
[33528 and 55307]

JOHN McKEON,

District Attorney.

A True Bill.

W. H. Anderson

Foreman

0548

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

THE PEOPLE OF THE STATE OF NEW YORK,  
against

Thomas P. Maloney

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

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

The said Thomas P. Maloney

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

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 one thousand dollars, and of the value of one thousand 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 five hundred dollars, and of the value of five hundred 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 one hundred dollars, and of the value of one hundred 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 fifty dollars, and of the value of fifty dollars each: fifty 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: sixty 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: eighty 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: ninety 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 three dollars, and of the value of three dollars each: one hundred 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: one hundred and 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 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 one hundred dollars: 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 fifty 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 twenty dollars each: three 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: 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 three dollars each: fifteen 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 two dollars each: thirty 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 one dollar each: bank bills of banks to the jurors aforesaid unknown, and of a number and denomination to the jurors aforesaid unknown, of the value of one thousand dollars. Two gold coins (of the kind usually known as double eagles), of the value of twenty dollars each: three gold coins (of the kind usually known as eagles), of the value of ten dollars each: six gold coins (of the kind usually known as half eagles), of the value of five dollars each: fifteen gold coins (of the kind usually known as quarter eagles), of the value of two dollars and fifty cents each: ten gold coins (of the kind usually known as three dollar pieces), of the value of three dollars each: thirty gold coins (of the kind usually known as dollar pieces), of the value of one dollar each: gold coin of the denomination to the jurors unknown, and a more particular description whereof cannot be given, of the value of one thousand dollars. Sixty silver coins (of the kind usually known as dollars), of the value of one dollar each: sixty silver coins (of the kind usually known as half dollars), of the value of fifty cents each: one hundred and fifty silver coins (of the kind usually known as quarter dollars), of the value of twenty-five cents each: three hundred silver coins (of the kind usually called dimes), of the value of ten cents each: six hundred silver coins (of the kind usually known as half dimes), of the value of five cents each: one thousand silver coins (of the kind known as three cent pieces), of the value of three cents each: silver coin of a denomination to the jurors unknown, and a more particular description whereof cannot be given, of the value of fifty dollars. Three thousand coins (of the kind known as cents), of the value of one cent each: five hundred coins (of the kind known as two cents), of the value of two cents each.

of the goods, chattels, and personal property of one John Maloney

then and there being found,  
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.

**JOHN McKEON**, District Attorney

3<sup>rd</sup> Dist Court.

N. Y. SPECIAL SESSIONS.

THE PEOPLE

vs.

*Thos. P. Maloney*

Stenographer's Transcript,

*Oct. 3<sup>rd</sup> 1883.*

DAVID S. VEITCH,  
OFFICIAL STENOGRAPHER,  
101 CENTRE STREET, N. Y.

0549



0550

J. P. MANN, Printer, 84 Nassau St., N. Y.

STENOGRAPHER'S MINUTES.

*Fifth Dist. Police Court.*  
~~N.Y. SPECIAL SESSIONS.~~

THE PEOPLE

vs.

*Thos. P. Malaney*

BEFORE

*Hon. B. T. Morgan,*  
*Police Justice.*

*October 3<sup>rd</sup> 1883.*

WITNESSES.

Direct.

Cross.

Re-called.

*Thos. P. Malaney*

*2*

*7*

DAVID S. VEITCH,  
Official Stenographer,  
101 CENTRE ST., N. Y.

0551

FIFTH DISTRICT POLICE COURT.

THE PEOPLE	:	B e f o r e
vs	:	HON. B. T. MORGAN,
THOS. P. MALANEY.	:	POLICE JUSTICE.

October 3rd. 1883.

Mr. E.R. HILL for the complainant.

Mr. W.E. ILIFF for the defendant.

This examination was continued from a former ~~previous~~ day. The previous examination was taken by the Justice himself.

Counsel for the defendant now moved for the discharge of the prisoner upon the ground, first:- that there does not appear from the testimony taken that there was <sup>any</sup> ~~not~~ felonious intent on the part of the prisoner to cheat and defraud the complainant. Second, -that it appears <sup>from</sup> ~~upon~~ the testimony <sup>that</sup> ~~for~~ the purpose for which this money was deposited was to secure the employment, which the complainant at that time was desirous of obtaining. Motion denied.

0552

2

City and County of New York ss:

T H O M A S F. M A L L A N E Y the defendant in this action  
having been duly sworn in his own behalf, deposes and says.

Q (Mr. Clifff). You have heard the full statement of the  
complainant in this matter?

A I have heard his statement, yes.

Q What day did you first meet the complainant, Mr. Halkett?

A I met him on the 6th. of June 1883.

Q Whereabouts?

A At No. 5 Pine Street; the office of William J. <sup>Cole</sup> Cohen & Co. -

Q How did you come to meet him there?

A The circumstances are these: I had contracted to buy a  
piece of hotel property; I was introduced to him by Mr.  
Mudgett of Wm. J. <sup>Cole</sup> ~~Cohen~~ & Co's. -

Q For what purpose were you introduced to him?

A Because I had instructed him to advertise for a cashier,  
bookkeeper and superintendent for a hotel property which  
I had.

Q Mr. Halkett answered that advertisement?

A So Mr. Mudgett informed me; he was <sup>one</sup> ~~sent~~ of a number of

0553

3

people who applied.

Q Now please state the conversation that took place between yourself and Mr. Halkett at that time in relation to this employment?

A Mr. Mudgett introduced him to me and he showed me his references; I asked him what he had been doing since the last reference and he told me he had been in the hotel business; I asked him what experience he had in the hotel business and he told me that he had been in Africa in the diamond fields; that he had been through Cape Town and various other places; I asked him how long he had been here and he said only a short while; I told him that I wanted some one to protect my money down there; keep the books and have the general supervision of the hotel. He said that he thought he could occupy that place and we came to the matter of salary; I told him that I proposed to pay about twenty dollars per week to a good man; he thought he could do it; I told him that I required security; he said I am prepared to give the security; I said very well give what you can with these references and I think you will be satisfied; then he urged that twenty dollars per week was not enough and I said that is a big salary for a hotel man but after the



0554

4

first months business I will give you \$25.00-With that understanding we closed the matter; then I asked him when he could come to work and he said that he had not anything to do and he would come at once; I said all right come down this afternoon; in the evening he met me and we went down there; I made that agreement in writing; he came back next morning and handed me the money, for which I gave him a receipt.

Q During that conversation was anything said in relation to who was the owner of the hotel?

A There was nothing said as to the ownership of the hotel; I was introduced as the proprietor.

Q Did you at that time tell Mr. Halkett that you were the owner of the Hotel Brunswick at Amityville L. I.?

A I did not tell him any such thing.

Q Did you at any time tell Mr. Halkett that you had paid \$25,000.00 for that hotel?

A I did not.

Q Did you represent to Mr. Halkett in any words that you had purchased the hotel and had paid for it?

A No sir.

Q Did you tell Mr. Halkett at any time in what manner you occupied that hotel?

0555

5

- A No I did not; it would have been very absurd if I did I think.
- Q Did you at that time tell Mr. Halkett that you had purchased the hotel under a contract?
- A I told him nothing about the purchase or ownership of the hotel; I was simply introduced as the proprietor and there I rest.
- Q For what was the \$800.00 deposited by Mr. Halkett that you have?
- A It was deposited with me for the proper discharge of his duty, and also to secure to me my money which passed through his hands; he had the handling of all the money which came into the house and that was his position there; he kept the books---cash book and other books.
- Q Was any one present during that conversation?
- A Mr. Mudgett was present during that conversation.
- Q The party who introduced you?
- A Yes sir the broker in the transaction.
- Q What day was it that Mr. Halkett deposited this money with you?
- A On the 7th of June; I think that receipt shows the date; he came down with me in the afternoon and when we got there

0556

6

I made this memorandum; I said that is our understanding, isn't it? And he said, yes; I said what about the money and he said I will give you that when I ~~get~~<sup>go</sup> to ~~work~~<sup>N.Y.</sup> to-morrow and I said very good; and in the morning he gave me the money.

Q Then you received the money June the 8th?

A Yes sir.

Q Was this money deposited with you pursuant<sup>to</sup> and under the terms marked in Ex. I.?

A Yes sir.

Q Did the complainant enter your employment then?

A Yes sir.

Q And how long did he remain?

A He remained to my knowledge until the 5th of July and I think a few days after.

Q From the time until he deposited the money until the present time has Mr. Halkett demanded from you the return of the \$800.00?

A He never asked me for it; this man entered into my employment and handled all my money and I cannot find any vouchers for it.

0557

7

CROSS - EXAMINATION.

Q You say he showed you some references?

A Yes sir.

Q Did he give them to you?

A Yes sir.

Q Some written references?

A Yes sir.

Q Will you let us have them?

A Yes sir those are the references (produced).

Qx Did Mr. Halkett make any inquiry of you as to your responsibility?

A When?

Q At that time.

A Which time sir?

Q On the 6th of June.

A No sir he did not.

Q He never asked you if you were a responsible man?

A No sir.

Q He voluntarily gave you the money without asking anything in regard to your responsibility?



0558

8

A He gave it to me subject to that agreement.

Q He never made any inquiry?

A No sir.

Q You gave him no reference?

A No sir.

Q Did he ask for any?

A He did not ask me for any; I could have given them to him.

Q You are positive that there was nothing said upon his part?

A Nothing further at the time of this agreement.

Q He simply made the agreement and you pocketed the money?

A I dispute that; I did not pocket his money; I received it subject to that agreement.

Q Have you ever made these representations with reference to the ownership of this hotel to any one else at about this time?

Question objected to as immaterial; objection overruled; exception.

A To what persons do you mean; to any body?

A We'll follow that up by and by.

A No sir I did not represent that I owned the property.

Q Did you ever represent to any person that you owned the property and had paid twenty five thousand dollars for it,

0559

9

or thereabouts?

A No sir; that I positively say.

Q Or that you paid any other sum for it?

A ~~Nothing~~ that I owned the property; I have this explanation to make:--- I had told several people who asked me about the place that I had bought the property--- people that were not interested in business matters with me at all--- strangers, people who were probably prospective guests; people I met in Wall Street. I told them I had bought a hotel in Amityville L.I.; I was usually asked how much it was worth and I said probably about \$25,000.00; that was a general conversation in a general way with people who had no business relations with me in relation to the hotel; that is an explanation of that answer that I gave you. In a matter of this kind a broker who negotiated this contract told a great many people that the house was not in the market any longer; I had become the possessor of it and they came to me and I told them I had bought the place; a great many people down there know me; a great many people wanted the place, and I finally got it on a contract to buy it and that is how those questions came.

0560

10

Q You stated that Mr. Halkett never asked you for the \$800.00?

A He never asked me for his \$800.00; absolutely never.

Q I want to ask you this question: On the 29th of June when he came down to <sup>New York</sup> ~~work~~ to see you--- didn't he on that day demand the money from you?

A He never demanded it from me.

Q (Re-direct) Mr. Malaney have you ever at any time from the first day of May 1883 up until the present time made any representations to this effect, that you had purchased that hotel and paid \$25,000.00 for it; or that you were the owner of that hotel for the purpose of obtaining credit or showing yourself to be a man of responsibility?

A For that purpose never.

Q Why do you still retain in your possession the \$800.00 deposited with you by Halkett.

Question objected to; objection overruled.

A Because the man did not properly discharge his duty, and because I believe he has in his possession some money belonging to me as far as I can get out from my books, which were all kept by him ~~XXX~~ and are in his hand writing.

*Given to before me  
October 25, 1883  
A. L. Morgan Police Justice.*  
Thomas P. Malaney

0561

BAILED.  
No. 1, by William A. Street  
Residence 10 East 1st Street.  
No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.  
No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.  
No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

Police Court 5th District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

John A. Stalkett  
340 E. 55th Street

Thomas P. Maloney

Grand Larceny

Dated July 15 1883

Thomas P. Maloney  
Magistrate.

Heas Court  
Officer.

Witnesses

James A. Maloney  
James A. Maloney  
James A. Maloney

James A. Maloney  
James A. Maloney  
James A. Maloney

James A. Maloney  
James A. Maloney  
James A. Maloney

James A. Maloney  
James A. Maloney  
James A. Maloney

James A. Maloney  
James A. Maloney  
James A. Maloney

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 Thomas P. Maloney

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

Dated October 6 <sup>ch</sup> 1883 P. L. Morgan Police Justice.

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

Dated October 6 <sup>ch</sup> 1883 P. L. Morgan 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.



0562

Sec. 151.

5<sup>th</sup>

District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss

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

Whereas, Complaint on oath, has been made before the undersigned, one of the Police Justices in and for the said City, by John Hackett

of No. 340 Canal St Street, that on the 8<sup>th</sup> day of June 1883 at the City of New York, in the County of New York, the following article to wit:

Launder money of the United States  
of the value of Eight Hundred Dollars,  
the property of John Hackett Complainant  
was taken, stolen, and carried away, and as the said complainant has cause to suspect, and does suspect and believe, by Thomas P. Malony by false representations and  
Wherefore, the said Complainant has prayed that the said Defendant may be apprehended and bound to answer the said complaint.

These are, Therefore, in the name of the PEOPLE of the State of New York, to command you the said Sheriff, Marshals and Policemen, and every of you, to apprehend the body of the said Defendant and forthwith bring him before me, at the 5<sup>th</sup> DISTRICT POLICE COURT, in the said City, or in case of my absence or inability to act, before the nearest or most accessible Police Justice in this City, to answer the said charge, and to be dealt with according to law.

Dated at the City of New York, this 15<sup>th</sup> day of July 1883

P. L. Morgan POLICE JUSTICE.

POLICE COURT OF "DISTRICT.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

vs.

Warrant-Larceny.

Dated July 15<sup>th</sup> 1883

Morgan Magistrate

Starr Officer

The Defendant

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

Officer.

Dated 188

This Warrant may be executed on Sunday or at night.

Police Justice.

REMARKS.

Time of Arrest, .....

Native of .....

Age, .....

Sex .....

Complexion, .....

Color .....

Profession, .....

Married .....

Single, .....

Read, .....

Write, .....

0563

Sec. 198-200

CITY AND COUNTY }  
OF NEW YORK, } ss.

*Fifth* District Police Court.

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

Question. What is your name?

Answer. *Thomas P Maloney*

Question. How old are you?

Answer. *25 years*

Question. Where were you born?

Answer. *Philadelphia*

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

Answer. *122 East 16 Street - 6 months*

Question. What is your business or profession?

Answer. *Lawyer*

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

Answer.

*Not guilty*

*Thomas P Maloney*

Taken before me this

day of *February* 188*8*

*Alfred Morgan* Police Justice.

POOR QUALITY  
ORIGINAL

0564

*J.H.* District Police Court.

Affidavit—Larceny.

CITY AND COUNTY }  
OF NEW YORK, } ss

of No. *340 East 55th* Street, *John Halkett, age 26 years,*  
being duly sworn, deposes and says, that on the *8th* day of *June* 188 *3*

at the \_\_\_\_\_ City of New York,  
in the County of New York, was feloniously taken, stolen and carried away from the possession  
of deponent, *by false, fraudulent and untrue representations*  
the following property, viz:

*Eight hundred dollars lawful money  
of the United States*

Sworn before me this

day of

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 *Thomas P. Mahoney, who by the*

188

Police Justice.

*use of false, fraudulent and untrue  
representations, and with the intent to  
deprive and defraud this deponent of  
his property, falsely represented to  
this deponent that he (Mahoney) would  
employ this deponent as Cashier and  
Bookkeeper and General Superintendent  
of the Hotel Brunswick, in Monticello,  
Long Island, and would pay this*



0565

deponent for said services as Cashier &c.  
weekly and every week the sum of  
twenty dollars in return for said ser-  
vices by this deponent: and further said  
Maloney fully and fraudulently represen-  
ted to this deponent that he owned  
said Hotel Brunswick, at Smithville  
Long Island and he (Maloney) had paid  
for the same the sum of twenty-five  
thousand dollars. That relying upon these  
representations as true, and this deponent  
believing them to be true entered into an  
agreement with said Maloney to enter  
his (Maloney's) service as Cashier and  
Bookkeeper as aforesaid, and this deponent  
further gave to said Maloney the sum of  
Eight hundred dollars and the said Maloney  
received said sum of Eight hundred dollars  
from this deponent as security for the faithful  
performance of the duties as Cashier and Book-  
keeper as aforesaid and which sum of Eight  
hundred dollars said Maloney received from  
this deponent before the entry into the service  
of said Maloney as aforesaid.

That this Deponent entered the service of said  
Maloney as aforesaid on the date aforesaid  
and remained in said service until the 9th day of  
July last and during that time this deponent has  
frequently requested and demanded from said Maloney  
his wages due him which said Maloney has utterly  
refused to give this Deponent. That subsequently this  
deponent was informed that said Maloney does not  
own the Hotel Brunswick in Smithville Long Island  
as aforesaid and that said Maloney knowing  
by, willfully and feloniously made said representation  
to this Deponent. Knowing the  
same to be untrue and with  
willful intent to cheat and de-  
fraud this Deponent.

Wherefore this Deponent prays that  
P. Maloney may be arrested and dealt with  
as the law directs.  
Given to before me  
July 15th 1888.  
A. J. Morgan  
District Judge.

District Police Court.

THE PEOPLE, &c.,  
IN THE COMPLAINT OF

AFFIDAVIT - Larceny

Dated

WITNESSES:

Dispositon



0566

BOX:

116

FOLDER:

1232

DESCRIPTION:

Mahaney, Thomas

DATE:

10/25/83



1232

0567

San Joaquin Coast -

The People  
-or-

Thos P. Mahoney

Oct 6, '83

(2<sup>d</sup> session)

- Testimony -

D. A. Feltz - San Francisco  
101, Centre St. N.Y.C.

0568

Sup. the District Police Court  
The People

-H-

Thos. D. Maloney

Before  
Hon. J. S. Morgan  
Police Justice  
Oct 6th 1883.

Mr E. R. Hill for Complainant.  
Mr W. E. Gliff for Defendant.

Thos. D. Maloney, the defendant in this  
action was now recalled by his Counsel to  
obtain the following question which was  
propounded to him on the previous exami-  
nation

(By Mr Gliff) This was the question put to you:  
Mr Maloney, have you ever at any time  
from the first day of May 1883 up until  
the present time made any representa-  
tions to this effect, that you had purchased  
that hotel and paid \$25,000.00 for it, or  
that you were the owner of that hotel, for  
the purpose of obtaining credit or showing  
yourself to be a man of responsibility?  
Your answer to that question was, "for  
that purpose, never"

0569

2

A. For that purpose; Never, in this sense, I never represented that I had bought or owned the property or paid \$25,000. or Cash for the property. In a general way I said that I bought the property, and gave references to me or two people from whom I bought goods.

Q (The Court) Did you go out West at any time?

A Yes, Sir, I went West about the middle of July, I think

Q Well, at the time that you went West - was there hotel then under your proprietorship?

A Yes, Sir, my wife was in charge of it

Q How long did you remain West?

A I remained there about 60 days or thereabouts.

Q When did you return home?

A I returned home about the 14th of September, I think, and went home to my house in New York. I represented to Mr. Hackett at the time, that I would be obliged to go West on business matters which I would have to go West to settle. I explained that fully to him at the time, and that is the reason I wanted a responsible man and wanted security.



0570

Examined

Q-You say you went West?

A-Yes.

Q-That is a very indefinite place - What do you mean by going west?

A- That was the Judge's question  
Where?

A- I went to Cleveland and to Chicago

Q- In July?

A- ~~First of July, I think, about the 17<sup>th</sup> or~~  
18<sup>th</sup>

A- And I went to Philadelphia. I went  
the latter part of July, I think, about  
the 17<sup>th</sup> or 18<sup>th</sup>.

Q- Did you leave New York?

A- Yes. I went there on special  
business connected with some mines  
I own, and of which I have no  
deal with me

(Re-direct)

Q- What caused you to go West upon this  
business at this time?

A- My engagements with people with whom I  
was associated

0571

Q (Mr Hill) You did not so much to get out of the way of this process?

A I never knew there was such a process

Q Never until you were arrested?

A No Sir

Q Did you write any letters home or receive any letters in which you were told that there was a warrant out for you?

A No Sir, nothing of this kind. If I had known there was a warrant of this kind I would have been here long ago.

John Hallett (recalled)

(Mr Hill)

Q Did you demand the \$800. that you deposited with Mr Maloney?

A I did, Sir, on Sunday Morning. Last Sunday Morning I was there, about the 7th of the month, the 7th July on Sunday Morning in the presence of Thomas Morrell and the bar-tender, and the time was about nine o'clock in the morning.

Q You demanded the \$800.

A Yes, Sir, and my demand and my name.

0572

- Q He had a Diamond of yours, did he?  
A Yes, sir, he had
- Q Did you get the \$800.?  
A No, sir
- Q Did you get your wages?  
A No, sir
- Q Did you get your Diamond then?  
A No, sir
- Q Did you get it afterwards?  
A Yes, sir, a good while afterwards, when  
I got a warrant. It cost me  
about \$35.00 to get it
- Q State whether you demanded or asked  
for those papers of reference?  
The Court. That does not make  
any difference

Answer for the Complainant now offered to show  
that the Complainant asked for  
the papers, and that the defendant  
maliciously kept them. Excluded  
from examination

- Q You say you received your Diamond back,  
did you?  
A Yes, sir, I did

0573

6.  
Q When you demanded <sup>the</sup> return of the diamond  
what was the reason Mr Maloney gave for not re-  
turning it?

A He said some one in New York had it  
locked up, and he could not get it  
He put me off from time to time,  
and at last I was obliged to get a  
warrant for it

Sworn to before me  
October 6<sup>th</sup> 1883.

Int. Rec. Re. //

B. J. Morgan  
Police Justice

City of New York St.

Henry Harkins, a witness called by  
the prosecution, sworn & examined by  
me Hill.

Q - Where do you reside?

A - 224 W 34 St - in this city -

Q What is your business?

A I am in the oil business

Q In business for yourself?

A - Yes, sir, I am with Mr Curtin

Q What is the firm?

A Curtin & Co

Q You are in their employ?

A Yes, sir, as Salesman



0574

7  
Q Do you know this defendant, Mr. Maloney?  
A I do, Sir

Q Where did you first see him?

A I first saw Maloney where I was  
branding, 224 W 34 Street

Q Did he call upon you there?

A - No Sir, he was living there in  
the house at the time

Q Where did you next see him?

A - I ~~did~~ did not meet him again until  
I met him on the way to his hotel,  
on the boat

Q When did you see him on the boat?

A As near as I can remember, ~~the~~  
I think it was in July of this year.  
It was in May that I first saw  
him. I would not be positive about  
the time I met him afterwards

Q Have you ever told him any good?

(Objection by the defense, ~~irrelevant~~)  
~~is not~~ ~~irrelevant~~, exception  
Sustained. I propose to show that he  
bought goods of this firm, on the repre-  
sentations that he owned this prop-  
erty, ~~and~~ had bought it & paid for it.  
I desire to contradict him on that

0575

Subject.

~~(Maloney's reception)~~

Q - Yes, sir, we sold him the kerosene oil in May, about the 27th or 28th.

Q Tell us exactly what his representations were? (The question previously asked Mr. Maloney was read to this witness, and he was asked if he (Maloney) ever made any such representations to him (witness) in the purchase of any goods from his firm)

A - He did, sir. He said that he had bought the hotel and paid \$25,000 for it, those are the words he used, and that is how he expressed himself.

Q Did you sell him the goods on those representations?

A Yes, sir.

Q And delivered them?

A - And delivered them.

Q Of what value were the goods?

A - \$87.00

Q Were the goods ever paid for?

A No, sir.

0576

Cross Examination

9.

Q When and where did Mr Maloney make that representation to you?

A At the house where I was boarding and where he was boarding, in May of this year

Q Will you now give us the exact word and language that Mr Maloney expressed that in?

A That is it, Sir. He said that he had bought this hotel for \$25,000 at Smithville Long Island.

Q Is that all that was said upon that subject at that time?

A Yes, Sir. That is all that was said upon that one point

Q Is that all that was said upon that subject at that time?

A Yes Sir

Anna W. Leper me this  
6th day Oct 1883

B. L. Lorgau  
Police Justice

Henry B. Hawking

City & County of New York ss. -

J. Clark Curtin a witness called by the people,  
and sworn deposes & Says: -

(By the Court)

Q Your residence?

A 265 Blomfield St. Hoboken N.J.

Q Where is your place of business?

A 91 West St.

Q What business are you in?

A Oil

Q What is the firm name?

A Curtin & Co

Q Do you know the Defendant, Mr. Mahoney?

A I do, Sir

Q Where did you first make his acquaintance?

A In the Hotel Brunswick, Albanyville

Long Island about June 30th of this year.

Q Do you know Mr. Hartline, the witness who  
has just testified?

A Yes Sir

Q Is he in your employ?

A He is in my employ, Sir, as Salesman

Q You saw Mahoney at Albanyville for the first time?

A Yes Sir

Q You met him at his hotel there?

A Yes Sir

Q State the purpose of your going there?

(Objection by the Defense)

Q You were there?

A Yes Sir



Q. Mr. Gliff, Counsel for the defendant, asked the defendant this question: "Mr. Maloney, have you ever at any time from the first day of May 1883 up until the present time made any representations to this effect, that you had purchased that hotel and paid \$35,000.00 for it, or that you were the owner of that hotel for the purpose of obtaining credit, or showing yourself to be a man of responsibility? That referred to the hotel at Louisville L. J."

(Counsel for the defendant objects to the witness answering this question, on the ground, that he (witness) did not meet the defendant until after the goods were sold; the representations if they were made to him were not made for the purpose of obtaining credit.)

Q (The Court) Did he mean that in reference to the credit that you had already given him?

A Yes Sir

Q And for which credit he had not paid yet?

A Exactly, Sir

Q Was the representation made to you by Mr. Maloney on the 30th of June in regard to his responsibility for the purpose of continuing the credit already incurred?

A - I quite believe it was, Sir

Q State the conversation as far as the responsibility - ?

A - Went down there, sir, to collect a bill which Mr Malaney owed us. He said that he could not pay it then, but would pay it in ten days or two weeks from that date. He told me that he had bought the hotel and paid for it, and also owned some property back of the hotel.

Q On that did you continue the credit?

A Yes, sir, on that statement we continued the credit.

Q Has he ever paid you for that?

A No, sir.

Q His account is still due?

A - The amount is still due, sir.

Q And the sum is ~~an~~ how much?

A - \$87.88

### Cross Examined

Q You testified that he said in effect, Mr Curtin, the substance of my question which was read to you. Now, give me as near as you can the exact language of Mr Malaney in relation to his owning that hotel and paying for it?

A - I think that he said to me, that he had bought the hotel and had paid for it, and did not expect to make any money out of it this year but would the next, as he was going to make some improvements around there. He pointed out some

0580

15

properly back of the stable, he said he was  
also going to improve that

Q Is that all that was said?

A Well, I could not remember any  
further details, but that was the substance  
of it, Sir

Q Assuming that he had not made those repre-  
sentations, would you have continued  
his credit?

A No Sir, we would not. I will tell you  
simply why. We are very wary of country  
hotels. We have had a little experience  
with them on several occasions.

~~Yours~~

I would be pleased to see this  
letter dated 17 Oct 1883

J. Clark Clurkin

B. L. Lorgan  
Police Justice



0581

1X.

Defendant's Counsel now moved for his discharge on  
the evidence already before the Court

— The Court denied the motion to  
discharge, and held the defendant  
to bail in the sum of Two Thousand Dollars.



0582

For the Police Court -

The People

-vs-

Thos P. Mahoney

Oct 6, '83

(2<sup>d</sup> Session)

- Sentence -

D. J. Feltz - Sheriff  
101 Centre St. N.Y.C.

0583

POOR QUALITY  
ORIGINAL

COUNTY OF NEW YORK, ss.

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

An indictment having been found on the 25 day of Oct.  
1883, in the Court of General Sessions of the Peace, of the County of  
New York, charging Thomas P. Maloney

with the crime of Grand Larceny first degree

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

New York City, the 30 day of Oct. 1883.

By order of the Court,

[Signature]  
Clerk.

0584

POOR QUALITY  
ORIGINAL

N. Y. General Sessions of the Peace

THE PEOPLE  
OF THE STATE OF NEW YORK,

against

*Thomas J. Maloney*  
*122 - 16th St.*

Bench Warrant for Felony.

Issued

*October 30* 1883

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

*Nov. 14<sup>th</sup> 1883*

*The within named  
defendant is at  
present living in  
Boston from information  
received.*

*Von Gerichin & Reilly*

Examination held this 29<sup>th</sup> day of Sep-  
tember 1883 at 5<sup>th</sup> St. St. Louis Court  
at 2 $\frac{1}{2}$  o'clock P.M.

City & County of Mo. ss.

John Bullett the Complainant  
being duly sworn says as follows  
Examination. I first met the de-  
fendant on the 5<sup>th</sup> day of last June  
through an advertisement in  
the Herald of the 5<sup>th</sup> day of June  
at No. 5 Pine Street. for Cashier  
and General Superintendent.

I called at the office No. 5 Pine  
Street pursuant to the adver-  
tisement, I was there shown into  
the room where Mr. Mudgett was.  
I said I called with reference  
to the advertisement which ap-  
peared in yesterday's Herald.  
I said to Mr. Mudgett I was in  
a position to pull down the  
Security and handed in my  
certificates from my former  
employers and stated what  
I had been doing from the  
date of the last certificate. He  
read them and said they



were satisfactory. Then he, Mudgett, said that Mr. Malamy who was the advertiser had purchased a nice piece of property for a Summer Hotel, and that he was a thorough straightforward man and if we could arrange it it would be a very pleasant and comfortable situation for me during the summer months.

I then met shortly afterwards Mr. Malamy who said he had bought a fine Hotel down in Long Island, that he had paid \$20,000. for it and he wanted a young man to take charge of the place in his absence - principally to look after the books and the cash - he had other business to attend to in the City and consequently would be a good deal away from the place - he wanted a thorough trustworthy party, and for the faithful discharge of his duty he would be required to deposit \$500. Mudgett who was then present at this

0587

Conversation then said, this party  
 referring to me - to Maloney has  
 very good references and I think  
 he will suit - Maloney then said  
 he had left the matter to Wadgett  
 to get a good man - I then was  
 arranged that I was to go down  
 to the Hotel and see if I thought  
 it was suitable - I met Mr  
 Maloney that afternoon and we  
 went down to the Hotel together.  
 On the journey there, Mr Maloney  
 told me that he was interested in  
 mining & speculation and that  
 he had found out west and he  
 reckoned he was worth a half  
 million dollars - that he was  
 very fortunate always in getting  
 out with gentlemen who could  
 afford to keep on to the spec-  
 ulations until such times as  
 they turned commiserative. I  
 went down to the Hotel and  
 returned next day. Mr Maloney  
 asked me on my return to the  
 City if I could deposit the money  
 due that day. That was on the  
 8th day of June last. I said

0588

Certainly, he could get the money  
 as soon as we got to the City.  
 In the meantime, that is the time  
 previous, the agreement between  
 us had been drawn up. On  
 our return to the City I gave  
 Malum a sight draft upon  
 Messrs King and Sons for the  
 sum of £224, 19s. which was  
 equal in American currency to  
 \$1092.15. Malum returned to me  
 \$292.15 - reserving as per the  
 agreement \$800 - for himself.  
 After giving thus the money to  
 Malum I asked for a receipt.  
 He said Oh - never mind about  
 that - I'll give it you after we  
 get down to Quincyville. Mr.  
 Whidgett said Oh no you had  
 better give it to him here -  
 He, Malum, said surely I am  
 good enough for that amount.  
 Whidgett said yes - You might  
 die and many things might occur.  
 He, Malum, then gave me a  
 receipt. I deposited the money  
 as security for the faithful  
 performance of my duty.



Well I know about <sup>it</sup> ~~that~~ Malamy own-  
ing the Hotel over what he told me.  
What he, Malamy, bought it and  
paid twenty five thousand dollars  
for it.

Re. direct Examination -

The money was paid to Malamy  
at No. 5 Pine Street. It was the  
general representation that he  
~~Malamy~~ was responsible and owned  
that Hotel that induced me  
to part with the \$800. I believed  
at the time that Malamy owned  
this Hotel. and in that belief  
I parted with this money. It  
was for these reasons alone that  
induced me at that time to part  
with my money.

Re. Cross Examination.

It was not solely for the pur-  
pose of obtaining the position  
that I parted with my money.  
~~To that end.~~

Question. Didn't you say to Mr.  
Wick that Mr. Malamy said to  
you at the time of the employ-  
ment that he must have a  
man of responsibility and ~~the~~



0590

Who could deposit security for  
the faithful discharge of his  
duties in such position?

Answer. He said that he required  
security for the faithful discharge  
of my duties.

Mr. Wadgett was present at the  
time Mr. Wadsworth made the  
representations relative to the  
membership of the Club.

Given before me  
September 29<sup>th</sup> 1883  
R. L. Morgan  
Witness.

Examination adjourned till October  
3<sup>rd</sup> 1883. at 5<sup>th</sup> Div. Police Court, at  
2<sup>1/2</sup> o'clock P.M. -

Examination held this 3<sup>rd</sup> day of  
October 1883 at 5<sup>th</sup> Div. Police  
Court at 2<sup>1/2</sup> o'clock P.M. pursuant  
to adjournment -

The Defendant present with his  
Counsel -

The written agreement marked E. 1. and receipt marked E. 2. offered in evidence by the Attorney for Complainant, and received without objection on the part of the Counsel for the Defendant.

City & County of N.Y. ss.  
 Robert W. L. West residing at  
 No. 23 West 34th Street of this City  
 being duly sworn says: I am  
 an Attorney & Counselor at Law.  
 I have only incidentally to do  
 with Real Estate on my profes-  
 sion. An Attorney for the Greenway  
 Trust charged by the Board of  
 House now known as the Hotel  
 Brunswick at Huintyville L.I.  
 for the purposes of sale or letting.  
 I know Mr. Thomas P. Mahoney.  
 He was introduced to me by the  
 Real Estate Agent named Corky  
 about the last of April or the 1st  
 of May of this year. We had  
 several conversations about  
 his leasing or purchasing the  
 Hotel and he finally com-  
 mitted to purchase it.

0592

Two copies of the Contract were made both of which were signed by Dr Guernsey and Mr Maloney. The Contract here shown and marked as Ex. C. is the Contract referred to. Pending the fulfillment of the Contract I permitted Mr Maloney to occupy the premises as a Tenant at Sufferance - The Contract was not fulfilled. And he remained as Tenant at Sufferance so long as he occupied the premises which was about the 25th of July. The sum of Six hundred dollars was paid upon the Contract. The first payment of \$100 was made I believe to Real Estate Agent with my concurrence I think May 18th. The second payment which was \$500. was made some weeks later. I am not sure of the date. I have a memorandum at the office which would give the exact date. This was all that was ever paid on the

Contract. No title of this property  
ever passed to Mr. Malumy.

Our Examination.

Mr. Malumy remained in  
possession of the premises from  
about the 10<sup>th</sup> of May to the 20<sup>th</sup> of  
July. During that time he held  
possession only part of the  
time under this Contract &c.  
Under this Contract &c. he held  
possession until the Contract  
was broken which was about  
20 days after May 7<sup>th</sup>. Subsequent  
to that time only by my per-  
mission and an agreement  
with me that he was a Tenant  
at Sufferance. I told the De-  
pendent Malumy that if he came  
forward <sup>with the money</sup> within a reasonable  
time I would permit him to  
fulfill the Contract. This was a  
continued understanding while  
he was in possession. Subse-  
quent to the breaking of the  
Contract I think he paid the  
sum of \$500. already referred  
to. This understanding does not



0594

now contains in the same form.

Re-direct Examination.

The \$500 referred to was paid  
on the 5<sup>th</sup> of June back to the  
debtor my recollection

Robert W. Gilbert

Given to before me

October 3. 1883

R. L. Morgan

Police Justice.

0595

WILLIAM E. ILIFF,

ATTORNEY AND COUNSELOR AT LAW,

7 NASSAU STREET,

Continental Bank Building.

NEW YORK.

0596

Attest Oct. 3<sup>rd</sup> 1883. B. L. L. P.  
 Agreement made the seventh  
 day of June 1883 between  
 Thomas Malaney and  
 John Halkett.

Malaney agrees to employ  
 Halkett as cashier and  
 bookkeeper and general super-  
 intendent of the Hotel Brus-  
 wick Amityville Long Island  
 for the season at a weekly  
 salary of twenty dollars per  
 week for the first four weeks  
 and at the rate of twenty five  
 dollars per week thereafter.

Halkett deposits with  
 Malaney eight hundred dol-  
 lars as security for the  
 proper discharge of his duty.  
 The same to be returned to  
 him on thirty days notice from  
 Halkett.

Witnessed  
 Thomas Malaney

Thomas Malaney  
 Witnessed

0597

New York June 8<sup>th</sup> 1883

Received from John Halkitt - eight  
hundred dollars as per agreement of  
June 7<sup>th</sup> 1883

Thomas P. Maloney

Wm. H. H. 30<sup>th</sup> 1883.  
B. H. H.  
Jf.



0598

Dear Mr. [unclear]

I have [unclear]  
[unclear] [unclear] [unclear]  
[unclear] [unclear] [unclear]

Best [unclear] [unclear] [unclear]  
[unclear] [unclear] [unclear]  
[unclear] [unclear] [unclear]

Yours [unclear]

[unclear] [unclear] [unclear]  
[unclear] [unclear] [unclear]  
[unclear] [unclear] [unclear]  
[unclear] [unclear] [unclear]

0599

POOR QUALITY  
ORIGINAL

John M. [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

That most [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

[unclear] [unclear]

POOR QUALITY  
ORIGINAL

0600

Exp. J. J. Roberts 7/18/83  
J. J. Roberts  
J. J. Roberts



0601

Memorandum of Agreement made May 7<sup>th</sup> 1883  
between Egbert Guernsey and Thomas P. Malamy.

Guernsey agrees to convey to Malamy the Hotel  
and premises known as the Douglass House  
situated at Amherstville, Suffolk Co. N.Y. for  
the sum of \$21500. subject to the following  
conditions:

Premises to be conveyed subject to mortgage  
for \$15500. notwithstanding which is part of the  
consideration above named; said Malamy  
to pay \$2000 in cash within 20 days from  
date hereof, and to give said Guernsey a  
mortgage for \$4000. on the premises, same  
to be a second lien on the real estate and  
a first lien on the chattels now contained  
therein to be payable as follows. \$1000 May 1.  
1884; \$1000 September 15. 1884, and the balance  
of \$2000 May 1. 1885. Such mortgage to bear  
date June 1. 1883. and sums secured to draw  
interest at six percent per annum. to  
be payable Jan. 1. and July 1. of each year.  
Said Guernsey agrees to sell and deliver to  
Malamy with and as part of said premises  
all the furniture chattels and fixtures in  
and about said premises, now owned by  
the said Guernsey, same to be included in  
above purchase price.

Deed and bond and mortgage to be delivered June



0602

1. 1883. title to be searched before that date.  
 conveyance to be free of taxes and interest,  
 and other liens except ~~as above mentioned~~  
<sup>mentioned</sup> mortgages.

Malamy agrees to purchase at terms  
 above stated, and also to keep furniture  
 insured for amount of second mortgage  
 policy to stand as security for same.

Quemoy agrees that Malamy may enter  
 said premises & occupy the same as tenant  
 by sufferance until June 1. 1883. when  
 possession is to be given him.

In presence of  
 E. W. Gilbert  
 W. W. Gilbert

E. W. Gilbert

Thomas R. Malamy